

AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

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

March 1, 2010 – December 31, 2011

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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 1891A.

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.

Article II – Deduction of Union Dues

Section 2.1. Checkoff. Upon receipt of a signed authorization form from a permanent employee (or an employee on an extended probationary period) in the form set forth in Appendix C, the City agrees, for the duration of this Agreement, to deduct from such employee's pay uniform monthly Union dues, P.E.O.P.L.E. contributions. The Union will notify the City Human Resources Director 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 bargaining unit employees.

Section 2.2. Fair Share. Permanent employees covered by this Agreement shall be required, following completion of the probationary period, to maintain membership in the Union or to pay, in lieu of dues, a fair share fee consisting of their proportionate share of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. The amount of the fair share fee shall be certified to the City Human Resources Director by the Union, and fair share deductions shall be made at the same time and in the same manner as dues checkoff deductions under Section 2.1.

Should any employee object to paying a fair share fee to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to the employee's fair share shall be paid to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to agree on the matter, payments in lieu of fair share shall be made to a charitable organization from a list of charitable organizations approved by the Illinois Labor Relations Board. The Union shall certify to the City Human Resources Director the charitable organization to which such payments are to be made, or the employee may elect to make such payments directly to the designated organization, provided that written receipts evidencing payment are supplied to the Union on a monthly basis.

Section 2.3. Reinstatement 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 2.4. 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
 - 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, within the highly qualified or qualified groups, over non-employee candidates, based on seniority, Affirmative Action and other considerations related to job performance such as attendance, discipline and commendations. Such decisions are subject to the grievance procedure contained in this agreement.
- e) For employees whose qualifications are within the same category group (qualified or highly qualified) seniority shall be the controlling factor in subsections (c) and (d) above.

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.

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.

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

Article VI – Grievance Procedure

Section 6.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City 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.

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 fourteen (14) calendar days of the event giving rise to the grievance or within fourteen (14) calendar days of when the event became known to the employee. 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:

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 form provided by the City. 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 five (5) 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 five (5) 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 designated Union representative, the department head and the City Manager or his designee within 15 calendar 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 form provided by the City. 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 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 and the City Manager or his designee within ten (10) 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 appeal 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 ten (10) 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 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 City Director of Human Resources 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 Director of Human Resources 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, without 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 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 60 working days, 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.
- (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 holidays 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 March 1, 2010 through February 29, 2012 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: March 30, 2010: Wage Freeze; March 1, 2011: 2% added to the base rate of all bargaining unit employees; June 1, 2011: 1% added to the base rate of all bargaining unit employees.
- 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 18.75 hours per week or more shall participate in IMRF as required by law but employees otherwise eligible will not be disqualified.

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:

- 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 th
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.
- (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 (between 4 or 5 days including the employee's birthday) 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: (a) The City recognizes the following holidays for employees working in the Library:

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New Year's Day	Memorial Day
July 4 th	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:

First year through completion of 6 th year:	Two weeks
Seventh year through completion of 14 th year:	Three weeks
Fifteenth year through completion of 19 th year:	Four weeks
Twentieth and Twenty-first year:	Four weeks/one day
Twenty-second year:	Four weeks/two days
Twenty-third year:	Four weeks/three days
Twenty-fourth year:	Four weeks/four days
Twenty-fifth year:	Five weeks

Employees hired before March 1, 2003 who earned vacation on a different accrual system will be grandfathered in at their current rate of earnings, and not lose any vacation benefit. Employees hired after March 1, 2003 will earn vacation at the rate shown above.

(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.

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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 three (3) years. Three (3) vacation days must remain in the accrual bank after the payout.
- (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 months of service.
- (i) An employee who moves from one position to another in the City's service, other than sworn Police and Fire employees, and whose service is continuous, and who is transferred, promoted or demoted will be credited in his new position with his unused vacation accrual.
- (j) An employee who moves to or from the sworn ranks of the Police or Fire Departments will terminate their employment with the current department, receive vacation payout if applicable, and begin new accrual in the new department.
- (k) A permanent part-time employee who moves to a full-time position will earn vacation based on total years of service with the City. A full-time employee who moves to an eligible permanent part-time position will earn vacation based on total years of service with the City.

- (l) Vacation leave will continue to accrue during time lost from work as a result of an on-the-job illness or injury.
- (m) Vacation leave will not be accrued for any pay period in which the employee is not in pay status for at least one full week (e.g., an employee under suspension or on approved leave of absence).

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

- (a) Employees earn twelve sick days per year, on a pro-rata basis by pay period. Employees in their first year of employment earn 9 days of sick leave of their first year of employment. 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.
- (c) Earned sick leave may be used during the employee's probationary period 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.

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- (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.
- (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, 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. 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 7 days, for a maximum of 5 days. For example, if an employee uses no days, he would be eligible to receive payment for 5 days; if 1 day is used, eligibility is 4 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.

- (q) Whenever an employee with five or more years of continuous service retires or resigns, the employee shall be paid 85% of all accumulated sick days over 20, to a maximum of 8 weeks' pay. To receive a terminating sick leave payout, an employee must give three (3) weeks' notice of intent to resign or retire. The Director of Human Resources 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. A leave of absence with pay which is not to exceed three consecutive working days will be granted to a permanent full-time employee for a death in his immediate family. Any leave of absence for a funeral must be taken within fourteen (14) calendar days of the death of a family member. 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. Documentation of the death must be provided for any leave taken under this section. If the funeral involves one-way travel of more than 500 miles requiring additional time away from work, the employee shall be paid for all regularly scheduled workdays which fall within the five calendar days following the date of death. 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, grandparents.

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

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

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.

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 each year.

Section 9.10. Standby Pay. Full-time employees who are assigned to perform standby duty on weekends shall receive standby pay of \$125 per weekend (from end of regular shift on Friday until beginning of regular shift on Monday). Full-time employees who are assigned to perform standby duty during the week (from end of regular shift on one day until the beginning of the regular shift on the next day) shall receive standby pay of \$15 per weekday, or for the week (from end of regular shift on Monday through beginning of regular shift on Friday) \$60 for the week. Full-time employees who are assigned to perform standby duty on a holiday shall receive \$25 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. Employees covered by this Standby Plan provision include, in addition to those traditionally assigned to perform standby duty, the Animal Control Warden when the Chief Animal Control Warden is on vacation for one (1) week or more.

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.).

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. The annual clothing allowance will be based on a point system, wherein each article of clothing will be assigned a specific point value. Each employee will be allowed a total of 24 points per year which must be used in that year for either Spring and/or Fall purchases. New employees will be given a "new employee uniform issue" at time of employment; employees hired between January 1 and June 30 in any year will be eligible for a total of 12 points for that year; employees hired between July 1 and December 31 will not be eligible for any additional uniform purchase in that year. There will be no carryover of unused points from year to year. Replacement will not be made for uniform items lost or damaged through employee negligence.

For the positions of Parking Enforcement Officer and Animal Control Warden, the above will apply except for references to an annual point system.

Section 9.13. Safety Shoes. For employees in positions for which the City requires the wearing of safety shoes, the City will provide a payment of \$130 each year of the contract, on or about May 1, for the employee's purchase of approved safety shoes.

Employees hired between May 1 and November 1 will receive a payment on or about November 15 of \$65 for purchase of safety shoes; employees hired after November 1 will not receive a safety shoe payment until the following May 1.

Section 9.14. Retirement Health Savings Plan. Effective January 1, 2007, the City agrees to establish a Retirement Health Savings Plan through the ICMA-RC VantageCare program as follows:

- a) Full-time employees (following completion of probation) are eligible to participate;
- b) Permanent part-time employees in positions requiring 20 hours/week or more, and who have been continuously employed by the City at least 5 years are eligible to participate;
- c) Employees may choose to fund their accounts from the following choices:
 - i) \$25, \$50, \$75, \$100, \$125, 1%, 2%, 3%, 5%, 10% of salary per pay period;
 - ii) 1 – 5 vacation days (over 10) per year;
 - iii) 1 – 3 floating holidays per year
 - iv) 25%, 50%, 75%, 100% or 0% of terminating payout to which the employee would otherwise be eligible, with 25% the default contribution if no election is made.
- d) Participation is subject to the specific rules of the plan and the Internal Revenue Service.

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 \$500. 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. Full-time employees eligible for insurance coverage 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. Employees will pay the following monthly contributions for the cost of medical insurance effective June 1, 2010 if settled by May 20, 2010:

TIER	HMO-BA	HMO-IL	PPO OPTION 1	PPO OPTION 2
Employee	\$88.00	\$88.00	\$115.50	\$88.00
Employee + 1 or 2 children	\$126.50	\$126.50	\$165.00	\$132.00
Employee + Spouse/DP	\$132.00	\$132.00	\$176.00	\$137.50
Family	\$143.00	\$143.00	\$203.50	\$159.50

NOTE: Parent + Child(ren) is defined as a single adult +_a child or two children.
Single + Spouse is defined as two married adults.

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.)

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 \$1,500 per year.

Article XI – Layoff, Recall, Severance

Section 11.1. Layoff Provisions.

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

Section 11.1.5 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

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; Forestry; Recreation; Cultural Arts; Facilities Management; Streets; Sanitation; Fleet; Engineering; Water & Sewer – Plant; Water & Sewer – Field; Community Health; Revenue; Adult Services; Children’s Services; Technical Services; Revenue; Health.

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 11.2. 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 according to the following schedule:

<u>Service as of Date of Severance</u>	<u>Weeks of Severance Pay</u> Based on the employee's <u>regularly</u> <u>scheduled work week</u>
Under 6 months	None
6 months to 2 years	2 weeks
2 years to 3 years	3 weeks
3 years to 4 years	4 weeks
4 years to 5 years	5 weeks
Over 5 years	6 weeks

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 11.3. 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.

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.

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 shall be issued no later than forty-five (45) calendar days from the time of the event or from the time the Employer became aware of the occurrence giving rise to the discipline. 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 \$550 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, the employee shall be paid three (3) steps above his current pay, 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 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. 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 and Permanent Shift Changes.

- (a) 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.
- (b) 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.

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.

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 exist 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. 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.

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 March 1, 2010 to December 31, 2011, and year to year thereafter. Not earlier than September 1, 2011 and not later than October 1, 2011, 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 10/8/10, 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, City Manager

Date

Joellen Daley, Director of Administrative Services

Date

For the Union:

Kevin Johnson, President Local 1891

Date

Florence Estes, Staff Representative, AFSCME Council 31

Date

APPENDIX A

Included:

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, part-time Custodian, part-time Assistant Custodian, part-time Bus Driver, part-time Animal Control Warden, part-time Park Ranger, part-time Recycling Attendant, Parking Enforcement Officer, Parking Repair Worker, Parks/Forestry Crew Leader, Parks/Forestry Worker II, Parks/Forestry Worker III, Public Works Crew Leader, Public Works Maintenance Worker I, Public Works Maintenance Worker II, Public Works Operations Coordinator, Traffic Electrician, Traffic Repair Worker, Vehicle Repair Worker, Water Worker I, Water Worker II, Water Plant Operator, Water/Sewer Crew Leader, Water/Sewer Mechanic, Water Service Worker.

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:

Accounts Payable Clerk, Accounts Payable Coordinator, Administrative Aide, After-school Supervisor, AIDS/HIV Counselor, Assistant Permit 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, Communicable Disease Surveillance Specialist, Construction Inspector, Construction Rehabilitation Specialist, Court Liaison, Crime Analyst, Crime Prevention Specialist, 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, Finance Operations Coordinator, Garden Coordinator, Hockey Director of Operations, Housing Planner, 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, M/W/BE Coordinator, Meter Service Coordinator, Microbiologist, Neighborhood Planner, Noyes Center Coordinator, Nurse's Assistant, Office Assistant, Outreach Specialist, Parking

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Operations Clerk, Payroll Coordinator, Permit Coordinator, Plan Reviewer, Planner, Plumbing Inspector, Plumbing/Mechanical Inspector, Police Planner, Pre-school Instructor, 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, 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 Advocate, Vision/Hearing Technician, Water Billing Clerk, Weekend/Evening Coordinator, Youth Advocate, Zoning Officer, Zoning Planner.

Excluded: All other employees, including but not limited to: (i) all employees in the City Clerk's Office, the City Manager's Office, the Department of Human Resources, the Law Department, and all employees in the Department of Management and Budget (other than the classification of Administrative Adjudication Aide); (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;

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

APPENDIX A-1	
AFSCME - Job Families	
Division	Job Title
Parks	General Tradesman
Parks	Crew Leader
Parks	Parks/Forestry Worker III
Parks	Equipment Operator
Parks	Parks/Forestry Worker II
Division	Job Title
Forestry	Crew Leader
Forestry	Parks/Forestry Worker III
Forestry	Parks/Forestry Worker II
Division	Job Title
Recreation	Crew Leader
Recreation	Parks/Forestry Worker II
Division	Job Title
Recreation	Building Supervisor
Recreation	Custodian II
Recreation	Custodian I
Recreation	Part-time Custodian
Division	Job Title
Recreation	Data Control Clerk
Recreation	Clerk II
Recreation	Clerk I
Recreation	Part-time Office Assistant
Division	Job Title
Recreation	Preschool Instructor
Recreation	After School Supervisor
Recreation	Program Assistant
Division	Job Title
Facilities Management	Facilities Maintenance Worker III
Facilities Management	Facilities Maintenance Worker II
Facilities Management	Facilities Maintenance Worker/Custodian I
Facilities Management	Custodian I
Facilities Management	Part-time Custodian
Division	Job Title
Cultural Arts	Custodian II
Cultural Arts	Part-time Custodian
Division	Job Title
Ecology	None
Division	Job Title

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Community Services	None
Division	Job Title
Fleet	Lead Mechanic
Fleet	Equipment Parts Technician
Fleet	Equipment Mechanic III
Fleet	Equipment Mechanic II
Fleet	Equipment Mechanic I
Fleet	Vehicle Repair Worker
Fleet	Auto Service Worker
Division	Job Title
Streets	Crew Leader
Streets	Equipment Operator III
Streets	Equipment Operator II
Streets	Public Works Maintenance Worker III
Streets	Public Works Maintenance Worker II
Streets	Equipment Operator I
Streets	Public Works Maintenance Worker I
Division	Job Title
Water & Sewer - Plant	Water & Sewer Mechanic (Filter or Pumping)
Water & Sewer - Plant	Water Worker II (Filter or Pumping)
Water & Sewer - Plant	Water Worker I (Filter)
Water & Sewer - Plant	Custodian
Division	Job Title
Water & Sewer - Field	Crew Leader (Distribution or Sewer)
Water & Sewer - Field	Water Service Worker
Water & Sewer - Field	Water Worker II (Distribution or Sewer)
Water & Sewer - Field	Water Worker I (Distribution or Sewer)
Division	Job Title
Engineering	Civil Engineer III
Engineering	Civil Engineer II
Engineering	Civil Engineer I
Division	Job Title
Engineering	Engineering Associate II
Engineering	Engineering Associate I
Division	Job Title
Children's Services	Librarian I
Children's Services	Library Assistant
Children's Services	Library Aide I
Children's Services	Shelver
Division	Job Title
Adult Services	Librarian I
Adult Services	Reader's Advisor

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Adult Services	Library Clerk
Adult Services	Library Aide
Division	Job Title
Circulation	Clerk III
Circulation	Library Aide II
Circulation	Library Clerk
Circulation	Library Technical Aide
Circulation	Shelver
Division	Job Title
North and South Branches	Branch Assistant
North and South Branches	Library Aide 1
Division	Job Title
Technical Services	Librarian I
Technical Services	Library Assistant

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
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
Communicable Disease Surv. Spec.	A29A
Construction Inspector	A24
Construction Rehabilitation Specialist	A31
Court Liaison	A30
Crime Prevention Specialist	A29
Custodian I	PW20
Custodian II	PW23
Customer Service Representative	A24
Data Control Clerk	A22
Dental Assistant	A17
Economic Development Planner	A34
Economic Development Program Specialist	A30
Electrical Inspector I	A29
Electrical Inspector II	A31
Engineering Associate I	A23
Engineering Associate II	A25
Environmental Health Practitioner	A29A
Equipment Mechanic II	PW28

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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
General Tradesman	PW32
HHS Administrative Aide	A23
Housing Planner	A32
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
M/W/EBE Coordinator	A34
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 Repair Worker	PW26
Parking Operations Clerk	A24
Parks/Forestry Crew Leader	PW30
Parks/Forestry Worker II	PW23
Parks/Forestry Worker III	PW26
Payroll Coordinator	A32
Permit Coordinator	A30
Plan Reviewer	A34
Planner	A30
Plumbing Inspector	A29
Plumbing/Mechanical Inspector	A29
Police Planner	A30
Health Program Coordinator	A30
Property Maintenance Inspector I	A29
Property Officer	A28

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Public Health Nurse	A29A
Public Works Crew Leader	PW30
Public Works Maintenance Worker I	PW22
Public Works Maintenance Worker II	PW24
Public Works Operations Coordinator	PW34
Records Input Operator	A21
Recreation Aide	A21
Review Officer	A29
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 Advocate	A27
Vision/Hearing Technician	A22
Water Billing Clerk	A24
Water Plant Operator	PW32
Water Service Worker	PW26
Water Worker I	PW22
Water Worker II	PW24
Water/Sewer Crew Leader	PW30
Water/Sewer Mechanic	PW35
Weekend/Evening Coordinator	A25
Youth Advocate	A27
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 Animal Warden	A22
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

**Position Salaries by Pay Grade
 March 1, 2010– February 28, 2011**

Pay Grade	A	B	C	D	E	F
A1	\$8.282	\$8.629	\$8.996	\$9.374	\$9.751	\$10.149
A2	\$8.629	\$8.996	\$9.364	\$9.751	\$10.149	\$10.577
A3	\$8.996	\$9.364	\$9.751	\$10.149	\$10.577	\$11.016
A4	\$9.364	\$9.751	\$10.149	\$10.577	\$11.016	\$11.465
A5	\$9.751	\$10.149	\$10.577	\$11.016	\$11.465	\$11.954
A6	\$10.149	\$10.577	\$11.016	\$11.465	\$11.954	\$12.454
A7	\$10.577	\$11.016	\$11.465	\$11.954	\$12.454	\$12.974
A8	\$11.016	\$11.465	\$11.954	\$12.454	\$12.974	\$13.515
A9	\$11.465	\$11.954	\$12.454	\$12.974	\$13.515	\$14.076
A10	\$11.954	\$12.454	\$12.974	\$13.515	\$14.076	\$14.657
A11	\$12.454	\$12.974	\$13.515	\$14.076	\$14.657	\$15.310
A12	\$12.974	\$13.515	\$14.076	\$14.657	\$15.310	\$15.871
A13	\$13.515	\$14.076	\$14.657	\$15.310	\$15.871	\$16.616
A14	\$14.076	\$14.657	\$15.310	\$15.871	\$16.616	\$17.340
A15	\$14.657	\$15.310	\$15.871	\$16.616	\$17.340	\$18.054
A16	\$15.310	\$15.871	\$16.616	\$17.340	\$18.054	\$18.829
A17	\$15.871	\$16.616	\$17.340	\$18.054	\$18.829	\$19.625
A18	\$16.616	\$17.340	\$18.054	\$18.829	\$19.625	\$20.431
A19	\$17.340	\$18.054	\$18.829	\$19.625	\$20.431	\$21.257
A20	\$18.054	\$18.829	\$19.625	\$20.431	\$21.257	\$22.022
A21	\$18.829	\$19.625	\$20.431	\$21.257	\$22.022	\$23.021
A22	\$19.625	\$20.431	\$21.257	\$22.022	\$23.021	\$23.868
A23	\$20.431	\$21.257	\$22.022	\$23.021	\$23.868	\$24.898
A24	\$21.257	\$22.022	\$23.021	\$23.868	\$24.898	\$25.928
A25	\$22.022	\$23.021	\$23.868	\$24.898	\$25.928	\$26.979
A26	\$23.021	\$23.868	\$24.898	\$25.928	\$26.979	\$28.111
A27	\$23.868	\$24.898	\$25.928	\$26.979	\$28.111	\$29.366
A27A	\$24.164	\$25.112	\$26.194	\$27.203	\$28.356	\$29.692
A28	\$24.898	\$25.928	\$26.979	\$28.111	\$29.366	\$30.610
A29	\$25.928	\$26.979	\$28.111	\$29.366	\$30.610	\$31.997
A29A	\$26.194	\$27.203	\$28.356	\$29.692	\$30.916	\$32.558
A30	\$26.979	\$28.111	\$29.366	\$30.610	\$31.997	\$33.252
A31	\$28.111	\$29.366	\$30.610	\$31.997	\$33.252	\$34.680
A31A	\$28.356	\$29.692	\$30.916	\$32.558	\$33.578	\$34.955
A32	\$29.366	\$30.610	\$31.997	\$33.252	\$34.680	\$36.118
A33	\$30.610	\$31.997	\$33.252	\$34.680	\$36.118	\$37.485
A34	\$31.997	\$33.252	\$34.680	\$36.118	\$37.485	\$39.066
A35	\$33.252	\$34.680	\$36.118	\$37.485	\$39.066	\$40.555
A36	\$34.680	\$36.118	\$37.485	\$39.066	\$40.555	\$42.187
A37	\$36.118	\$37.485	\$39.066	\$40.555	\$42.187	\$43.850

**Position Salaries by Pay Grade
 March 1, 2010 – February 28, 2011**

Pay Grade	A	B	C	D	E	F	G
PW1	\$16.636	\$16.891	\$17.136	\$17.401	\$17.666	\$17.942	\$18.391
PW2	\$16.891	\$17.136	\$17.401	\$17.666	\$17.942	\$18.217	\$18.656
PW3	\$17.136	\$17.401	\$17.666	\$17.942	\$18.217	\$18.493	\$18.952
PW4	\$17.401	\$17.666	\$17.942	\$18.217	\$18.493	\$18.778	\$19.247
PW5	\$17.666	\$17.942	\$18.217	\$18.493	\$18.778	\$19.064	\$19.543
PW6	\$17.942	\$18.217	\$18.493	\$18.778	\$19.064	\$19.349	\$19.829
PW7	\$18.217	\$18.493	\$18.778	\$19.064	\$19.349	\$19.645	\$20.135
PW8	\$18.493	\$18.778	\$19.064	\$19.349	\$19.645	\$19.931	\$20.441
PW9	\$18.778	\$19.064	\$19.349	\$19.645	\$19.931	\$20.237	\$20.747
PW10	\$19.064	\$19.349	\$19.645	\$19.931	\$20.237	\$20.563	\$21.063
PW11	\$19.349	\$19.645	\$19.931	\$20.237	\$20.563	\$20.879	\$21.400
PW12	\$19.645	\$19.931	\$20.237	\$20.563	\$20.879	\$21.196	\$21.716
PW13	\$19.931	\$20.237	\$20.563	\$20.879	\$21.196	\$21.716	\$22.042
PW14	\$20.237	\$20.563	\$20.879	\$21.196	\$21.716	\$22.042	\$22.389
PW15	\$20.563	\$20.879	\$21.196	\$21.716	\$22.042	\$22.389	\$22.726
PW16	\$20.879	\$21.196	\$21.716	\$22.042	\$22.389	\$22.726	\$23.072
PW17	\$21.196	\$21.716	\$22.042	\$22.389	\$22.726	\$23.072	\$23.409
PW18	\$21.716	\$22.042	\$22.389	\$22.726	\$23.072	\$23.409	\$23.705
PW19	\$22.042	\$22.389	\$22.726	\$23.072	\$23.409	\$23.705	\$24.031
PW20	\$22.389	\$22.726	\$23.072	\$23.409	\$23.705	\$24.031	\$24.613
PW21	\$22.726	\$23.072	\$23.409	\$23.705	\$24.031	\$24.613	\$25.021
PW22	\$23.072	\$23.409	\$23.705	\$24.031	\$24.613	\$25.021	\$25.480
PW23	\$23.409	\$23.705	\$24.031	\$24.613	\$25.021	\$25.480	\$25.888
PW24	\$23.705	\$24.031	\$24.613	\$25.021	\$25.480	\$25.888	\$26.316
PW25	\$24.031	\$24.613	\$25.021	\$25.480	\$25.888	\$26.316	\$26.755
PW26	\$24.613	\$25.021	\$25.480	\$25.888	\$26.316	\$26.755	\$27.244
PW27	\$25.021	\$25.480	\$25.888	\$26.316	\$26.755	\$27.244	\$27.775
PW28	\$25.480	\$25.888	\$26.316	\$26.755	\$27.244	\$27.775	\$28.336
PW29	\$25.888	\$26.316	\$26.755	\$27.244	\$27.775	\$28.336	\$28.846
PW30	\$26.316	\$26.755	\$27.244	\$27.775	\$28.336	\$28.846	\$29.366
PW31	\$26.755	\$27.244	\$27.775	\$28.336	\$28.846	\$29.366	\$30.090
PW32	\$27.244	\$27.775	\$28.336	\$28.846	\$29.366	\$30.090	\$31.273
PW33	\$27.775	\$28.336	\$28.846	\$29.366	\$30.090	\$31.273	\$32.059
PW34	\$28.336	\$28.846	\$29.366	\$30.090	\$31.273	\$32.059	\$32.864
PW35	\$28.846	\$29.366	\$30.090	\$31.273	\$32.059	\$32.864	\$33.680

2010-2011 Agreement
City of Evanston and AFSCME Council 31

Appendix C
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.

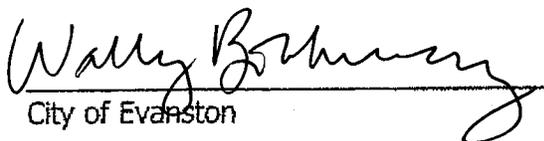
Print Name

Department/Division

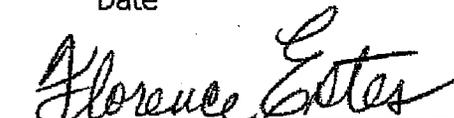
Signature

Date

Agreed: _____
Date



City of Evanston



AFSCME Council 31

Appendix D – Side Letters

Side Letter of Agreement
Bargaining Rights on Workfare/Welfare Program

This will confirm that the parties have agreed that the absence of any new contract language in this Agreement (March 1, 2010 – February 29, 2012) regarding the displacement of full-time employees due to the hiring of new employees under a workfare/welfare program created by the federal government shall not be construed as a waiver of the Union's bargaining rights as to this matter.

For the City of Evanston:

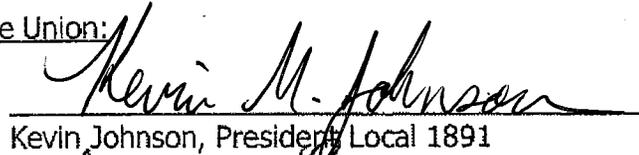

Wally Bobkiewicz, City Manager

10-26-10
Date

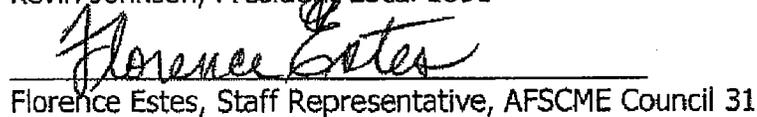

Joellen Daley, Director of Administrative Services

10-22-10
Date

For the Union:


Kevin Johnson, President Local 1891

10-22-10
Date


Florence Estes, Staff Representative, AFSCME Council 31

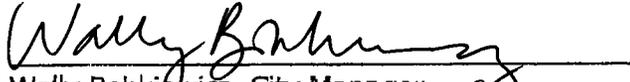
10-20-10
Date

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Side Letter of Agreement:
New Employee Orientation

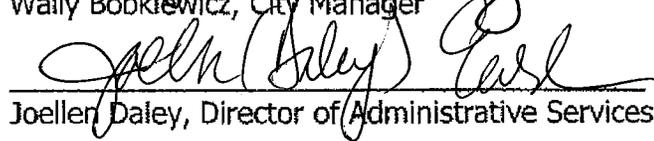
This will confirm that the parties have agreed that joint committee of (two) 2 Union representatives and (two) 2 City representatives will meet to discuss and make recommendations as to content of new employee orientation and annual refresher training for all employees. The committee will complete its work no later than September 1, 2010.

For the City of Evanston:



Wally Bobkiewicz, City Manager

10-26-10
Date



Joellen Daley, Director of Administrative Services

10-22-10
Date

For the Union:



Kevin Johnson, President Local 1891

10-22-10
Date



Florence Estes, Staff Representative, AFSCME Council 31

10-20-10
Date

APPENDIX E: Memoranda of Understanding

**Memorandum of Understanding
Agreement to Settle Insurance Arbitration**

The Union agrees to withdraw the pending Insurance Arbitration without precedent or prejudice, under the following conditions:

For the term of the two-year agreement commencing 03-01-10 and ending no later than 02-29-12, unless extended by mutual agreement of the parties, the following provisions will be in effect unless otherwise noted by specific dates:

1. No insurance options may be offered to bargaining unit employees without first negotiating all aspects of the option (including but not limited to the employee's premium contribution rate) with the Union.
2. No additional changes, including but not limited to changes in point-of-service costs such as deductibles, co-payments, prescription drugs and other out-of-pocket expenses shall be made except by mutual agreement with the Union.
3. The City agrees to reimburse any member of the collective bargaining unit for costs incurred, from 12-01-09 through 06-01-10, due to the increase in co-payments for office visits and prescription drugs related to the City's HMO health insurance plan. Requests for reimbursement must be received by Human Resources no later than 09/01/10.

For the City of Evanston:

Wally Bobkiewicz
Wally Bobkiewicz, City Manager

10-26-10
Date

Joellen Daley
Joellen Daley, Director of Administrative Services

10-22-10
Date

For the Union:

Kevin M. Johnson
Kevin Johnson, President Local 1891

10-22-10
Date

Florence Estes
Florence Estes, Staff Representative, AFSCME Council 31

10-20-10
Date

**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 FY10-11 budget. In the event that these efforts do not go far enough to avoid further layoffs during the term of this agreement, the parties agree to enter into negotiations to discuss modifications to the economic terms of the collective bargaining agreement to avoid further layoffs. Economic items include but are not limited to COLA, health insurance premiums and unpaid days off as outlined in the attached MOU.

For the City of Evanston:

Wally Bobkiewicz
Wally Bobkiewicz, City Manager

10-26-10
Date

Joellen (Aaley) Earl
Joellen Daley, Director of Administrative Services

10-22-10
Date

For the Union:

Kevin M. Johnson
Kevin Johnson, President Local 1891

10-22-10
Date

Florence Estes
Florence Estes, Staff Representative, AFSCME Council 31

10-20-10
Date

**Memorandum of Understanding
City of Evanston and AFSCME Local 1891
Unpaid Days**

On a one-time basis, in light of the economic downturn, the Union agrees for all employees in the bargaining unit to take four (4) unpaid days in the fiscal year 2010-2011 and three (3) unpaid days in fiscal year 2011-2012. Scheduling of unpaid days shall be in accordance with the following parameters:

1. Unpaid days shall be calculated on the basis of an employee's regularly scheduled work day and shall be expressed as a number of hours:
 - a. An employee who regularly works an 8 hour day shall take an equivalent of thirty-two (32) hours of unpaid time off in fiscal year 2010-2011 and twenty-four (24) hours of unpaid time off in fiscal year 2011-2012;
 - b. An employee who regularly works a 7.5 hour day shall take an equivalent of thirty (30) hours of unpaid time off in fiscal year 2010-2011 and twenty-two and one half (22.5) hours in fiscal year 2011-2012;
 - c. For an employee working less than 7.5 hours a day, his total number of hours worked regularly in a week shall be divided by five and then multiplied by 4 (or by 3 in FY 2011-2012) to calculate their designated amount of unpaid time off. For example, in FY 2010-2011, the calculation of one unpaid day shall be 4 hours for a 20 hour per week employee, which will equal 16 hours of unpaid time off in total.
 - d. Unpaid days shall not be taken in increments of less than one regularly scheduled work day as outline above, unless approved by the Department Head.

2. All employees will be required to take the unpaid days on their day of choice. All days of choice must be scheduled with the Department Head or designee within thirty (30) days of ratification of the contract for fiscal year 2010-2011 and within thirty (30) days of the commencement of fiscal year 20-11-2012. All days of choice requested prior to thirty (30) day deadline must be scheduled by giving two working days notice and with the approval of the Department Head or designee. No days of choice will be permitted in the Streets and Sanitation Division between 11/30/10 and 02/28/11 or 11/30/11 and 02/29/12 due to snow removal operations.

Memorandum of Understanding: Unpaid Days (continued)

3. The City will honor employee preferences when scheduling unpaid time off. Scheduled unpaid days may not be cancelled by the City unless unusual circumstances are presented and can be demonstrated by the City, such as severe weather, infrastructure failure, unplanned road closures or anything else that may create an adverse impact for the citizens of Evanston.
4. Employees shall take the unpaid days off without loss of any accrued time off, which would have otherwise been accrued.
5. Within the first two weeks after ratification of the contract in fiscal year 2010-2011, requests for unpaid days off will be collected by Department Heads or designees on a form provided by Human Resources and will be granted based on seniority and subject to the other parameters of this Memorandum of Understanding. The scheduling of the remaining unpaid days, must be done within thirty (30) days of ratification of the contract and will be done so on a first-come, first-served basis. However, if two or more employees on the same day request the same days off, seniority shall be the deciding factor. The same procedure will be followed to schedule unpaid days off in fiscal year 2011-2012.
6. Failure by any bargaining unit employee to schedule the unpaid days of choice within thirty (30) days after ratification of the contract or within thirty (30) days of the commencement of the fiscal year 2011-2012 will result in the assignment of the unpaid days to be taken by the employee at the discretion of the Department Head. Employees will be advised of the Department Head's decision within fourteen (14) days after the thirty (30) day deadline in either case (contract ratification or commencement of fiscal year 2011-2012). Any decisions pursuant to this section (6.) are not subject to the grievance procedure.
7. Scheduled unpaid days shall not be deferred for any reason. An unpaid day which has already been scheduled and which falls during an unplanned leave of absence (due to illness, bereavement leave, military leave, unpaid Family and Medical Leave (FMLA), jury duty, occupational injury and the like) shall not be rescheduled. However, the unpaid days shall not be charged against the employee as a paid leave day.
8. Unpaid days shall not be counted as hours worked for the purpose of calculating overtime. In order to minimize the impact to employees in this regard, the City shall refrain from scheduling unplanned overtime for any employee in any week an unpaid day is scheduled. However, in the event an unusual circumstance arises pursuant to section three (3.) of the MOU, an employee may work the unplanned overtime and be paid overtime pursuant to the contract.

2010-2011 Agreement
City of Evanston and AFSCME Council 31

9. Unless specifically excluded from the grievance procedure, in the event any dispute arises related to the terms of this MOU, the City and Union shall agree to meet and confer to resolve the issue prior to any grievance being filed. The City reserves the right to transfer or assign employees in the event an unplanned disruption in service occurs as a result of scheduling the unpaid days by choice.
10. New hires, recalled and/or reinstated employees shall take unpaid time off on a pro-rated basis as long as the terms of this MOU are in effect.

For the City of Evanston:

Wally Bobkewicz
Wally Bobkewicz, City Manager

10-26-10
Date

Joellen Daley
Joellen Daley, Director of Administrative Services

10-22-10
Date

For the Union:

Kevin M. Johnson
Kevin Johnson, President Local 1891

10-22-10
Date

Florence Estes
Florence Estes, Staff Representative, AFSCME Council 31

10-20-10
Date

**Memorandum of Understanding
City of Evanston and AFSCME Local 1891
Layoffs and Recalls Effective March 1, 2010**

Layoffs:

- Seniority is prevailing factor for vacancy offers; qualifications established per contract in Layoff article.
- Prior to March 1, 2010, vacancies shall be filled by qualified internal candidates or by those who may perform the work with training (employees targeted for layoff) prior to being offered to outside candidates.
- No vacancy shall be permanently filled until March 1, 2010.
- If a full-time employee accepts a lower paying full time position or a part-time position regardless of pay, he or she will have reinstatement rights only to his or former position for two years.
- City of Evanston will copy AFSCME on all communications to employees targeted for layoff and other pertinent documents including:
 - Layoff rescind letters;
 - Communications regarding vacancies, including job offers or rejections
 - Copies of signed early severance letters;
 - List of all probationary and temporary employees to be terminated by March 1, 2010;
 - All communications sent to laid off employees while active on the recall list.

Recall:

- The City agrees to send vacancy notices to part-time employees via email for one year from the date of the layoff, no later than 02-28-11.
- Employees who voluntarily left employment with the City, which is determined by the execution of the Separation and Release Agreement provided to employees during the layoff proceedings, shall have no recall or reinstatement rights to any City position.

2010-2011 Agreement
City of Evanston and AFSCME Council 31

**Memorandum of Understanding - Continued
Layoffs and Recalls Effective March 1, 2010**

For the City of Evanston:

Wally Bobkiewicz
Wally Bobkiewicz, City Manager

10-26-10
Date

Joellen (Daley) Carl
Joellen Daley, Director of Administrative Services

10-22-10
Date

For the Union:

Kevin M. Johnson
Kevin Johnson, President Local 1891

10-22-10
Date

Florence Estes
Florence Estes, Staff Representative, AFSCME Council 31

10-20-10
Date

**Memorandum of Understanding
City of Evanston and AFSCME Local 1891**

**Article XI: Layoffs
Job Families Pending Reorganization Plan**

The Union and Employer agree that the job families are subject to further negotiation, pending the City's reorganization plan.

For the City of Evanston:

Wally Bobkiewicz
Wally Bobkiewicz, City Manager

10-20-10
Date

Joellen Daley
Joellen Daley, Director of Administrative Services

10-22-10
Date

For the Union:

Kevin M. Johnson
Kevin Johnson, President Local 1891

10-22-10
Date

Florence Estes
Florence Estes, Staff Representative, AFSCME Council 31

10-20-10
Date