

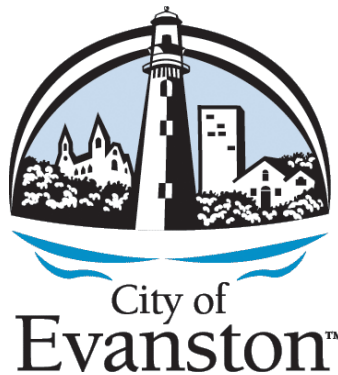
CITY OF EVANSTON
REQUEST FOR PROPOSAL

NUMBER: 22-09

For

Compensation and Staffing Analysis

January, 20, 2022



PROPOSAL DEADLINE: 2:00 P.M. February 8, 2022

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

**It is highly recommended that new DemandStar users complete the account setup
process prior to project due date/time.**

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ATTACHMENTS

AFSCME Agreement.....	74 pages
IAFF Agreement.....	139 pages
FOP Agreement.....	47 pages
FOP Sergeants Agreement.....	24 pages
Non-Union Grade per Title.....	3 pages
DemandStar.....	14 pages

CITY OF EVANSTON

NOTICE TO PROPOSERS

Proposals will be received by the Purchasing Office until 2:00 P.M. local time on **February 8, 2022**. Effective immediately, the City of Evanston will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

Compensation and Staffing Analysis

RFP Number: 22-09

The City of Evanston's Human Resources Division is seeking proposals from experienced firms for: an analysis of the overall compensation package for all regular full-time and part-time bargaining and non-bargaining positions (including Police and Fire), and staffing structure of all departments (excluding Police and Fire).

The above item shall conform to the RFP on file in the Purchasing Office. Parties interested in submitting a proposal should contact the Purchasing Office to receive a copy of the RFP or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm's bid is within 5% of the low bid.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq.* of the City Code. Failure to submit such information may result in the disqualification of such proposal.

Linda Thomas
Purchasing Specialist

CITY OF EVANSTON
Request for Proposal

1.0 INTRODUCTION

The City is seeking proposals from qualified firms to conduct an analysis of the overall compensation package for all regular full-time and part-time bargaining and non-bargaining employees (including Police and Fire) as well as the overall staffing structure of the organization and all departments (excluding Police and Fire.)

The contract term desired is for a period of one (1) year commencing February 2022.

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine

- the contract documents
- project scope and work tasks to be accomplished
- specifications
- submittal requirements
- insurance requirements and required documentation

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

2.0 SCOPE OF SERVICES

The consultant will perform a full range of services related to the design, implementation, maintenance, communication and improvement of the City of Evanston's compensation plan. Additionally, the consultant will need to aid in the development of a compensation philosophy that will serve as a guide in compensation decisions. The consultant will provide the following services:

Compensation Study

- Collect salary data from predetermined comparable communities and external regional labor market data from private sector jobs with the same essential duties and functions.
- Conduct an internal equity analysis on all positions and determine if adjustments need to be made based on the results of this analysis in comparison to the external market survey.
- Evaluate the City's existing job classification and pay ranges for all regular full-time and part-time bargaining and non-bargaining positions and determine the City's level of

market competitiveness including wages, the value of the health and welfare benefits, paid time off and any other fringe benefit.

- Provide pay scale recommendations for all positions, including salary ranges with percent spreads between ranges for each position which would ensure internal equity and external competitiveness.
- Provide recommendations for replacement or modification of existing bargaining and non-bargaining job classifications and titles.

Staffing Analysis (excluding Police and Fire departments)

- Assist the City in reviewing and updating existing job descriptions to ensure qualifications, responsibilities, and education commensurate with the work performed.
- Interview employees to determine accuracy of the jobs being performed as compared to the current job description.
- Identify functions currently performed by the City that could be performed more efficiently by other means and provide options to consider.
- Provide recommendations to create, eliminate, modify or reclassify positions based on the staffing analysis.

Background Information

The City of Evanston is a general-purpose municipal government located in Cook County, Illinois just north of Chicago and home to approximately 75,000 residents. It is a home rule unit, as defined by the 1970 Illinois Constitution, and operates under the Council/Manager form of government. The Evanston City Council includes the mayor and nine city council members. The City of Evanston employees approximately 800 full-time and part-time positions, and 500 seasonal employees across multiple departments and divisions including: City Manager's Office, Law, Finance, Human Resources, Administrative Services (Fleet management, parking, information technology), Health and Human Services, Parks and Recreation, Police, Fire, Public Works, Library, Community Development (including economic development). There are four bargaining units: AFSCME Council 31, Fraternal Order of Police ("FOP Patrol"), Fraternal Order of Police ("FOP Sergeants"), and International Association of Firefighters Local 742. A link to the City's organizational charts can be found here, <https://www.cityofevanston.org/government/transparency/organizational-charts>.

The current compensation structure was last revised in 2012 as a result of a compensation study. Pay range adjustments are made annually by adding gross wage increases to the minimum and maximum wage for each grade. Non-Union Hourly Employees receive performance-based step increases annually based on their start date until they reach the top of their ten-step pay grades. Non-union employees receive a gross wage increase annually when the budget allows. performance-based increases have not

been given to Exempt staff since January 2020. A 2.25% General Wage Increase (COLA) was given in January 2022 for non-union staff. Union staff advance through the pay ranges based on contractual wage increases. Union staff with satisfactory performance evaluations receive wage increases at the end of their probationary period and then annually thereafter based on the anniversary of their probation end date. Employees who reach the maximum of their pay range only receive COLA/GWI increases. Attached, please find a copy of all four collective bargaining agreements as well as the City's non-union classification and pay scale as Exhibits A, B, C, D, E respectively.

Currently, the City has approximately 270 positions with a separate classification system for all 4 bargaining units and non-union employees. Job descriptions have not been uniformly reviewed and are updated as vacancies emerge and departments request position reclassifications. In order to achieve parity between the union and non-union positions, pay ranges, position titles, FLSA classifications, and job requirements, all positions need to be reviewed and evaluated. However, due to the scope of this task, the City is not including the Police and Fire Departments at this time. Therefore the staffing analysis will only include one union and 250 positions

The Human Resources Division includes payroll, workers compensation, and safety. Staffing and compensation is largely handled by the Acting HR Manager, and two HR Specialists.

3.0 INSURANCE

Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder.

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

- comprehensive general liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or professional liability insurance - \$1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

4.0 SUBMITTAL REQUIREMENTS

The City will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s). **Please refer to attached DemandStar e-bidding documents.**

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL BE NOT BE ACCEPTED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS.

A. Cover Letter

The cover letter will include the following:

- introduction of firm signed by an authorized Principal of the firm
- name of firm
- address of firm
- phone number of the firm submitting the proposal
- include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other contracts (at least 5, but no more than 10) similar in scope, size or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Area/Regional Manager(s)

Clearly identify the professional staff person(s) who would be assigned as your Area/Regional Manager(s) and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Fees

Provide a copy of your fees/prices on the attached price/costs form (see page 14).

E. Contract

The City has attached its standard contract in Exhibit J (see page 27– Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

Executive Summary (limited to five pages) outlining and summarizing the key elements of the proposal as to experience, qualifications, references, technical expertise, consultant standards, understanding of the work to be performed, approach to compensation and staffing analysis, timing and fees.

6.0 M/W/EBE GOALS

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, and Evanston-based businesses (M/W/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/EBEs that will assist in achieving the M/W/EBE goal with your submittal as well as the appropriate M/W/EBE forms or Request for Waiver. Any questions regarding M/W/EBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

- A.** Qualifications and Expertise
- B.** Price
- C.** Organization and Completeness of Proposal
- D.** Willingness to Execute the City of Evanston's Professional Services Agreement
- E.** M/W/EBE Participation

8.0 SELECTION PROCESS

The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the firm fails to perform any of the following:

- A. Adhere to one or more of the provisions established in this Request for Proposal.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C. Submit a response on or before the deadline and complete all required forms.
- D. To fulfill a request for an oral presentation.
- E. To respond to a written request for additional information.

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection shall be done by the City’s review committee and will be recommended to the City Council for final approval.

If the City is unable to reach any sort of agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Proposal No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0 PROPOSED SCHEDULE

The tentative schedule for this RFP and project process is as follows:

1.RFP issued.....	<u>January 20, 2022</u>
2.Last Day to submit questions.....	<u>January 27, 2022</u>
3.Final Addendum Issued.....	<u>February 2, 2022</u>
4.RFP Submission Due Date.....	<u>February 8, 2022</u>
5.Interviews.....	<u>Tentative Week of February 14, 2022</u>
6.City Council Award of Contract.....	<u>TBD</u>
7.Contract Effective	<u>TBD</u>

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to mfulara@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant’s employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person,

firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless

The contractor agrees to hold harmless the City of Evanston and all of its agents, servants, and employees against any and all lawsuits, claims, demands, liabilities, losses, and/or expenses; including court costs and attorneys' fees on account of injury to any person, or any death resulting from such injury, or any damage to property which may have arisen from work specifically related to the contract and/or project.

E. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract is for one (1) year The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that insufficient funds to complete the contract are appropriated by Evanston City Council.

H. Property of the City

All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms

The consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest

The City of Evanston's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

For purposes of this Section, the following terms are defined as follows:

“issue” means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the “issue”), which may affect the performance of the services to be rendered herein. For purposes of this Section, an “issue” shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer’s response shall be disclosed by the Proposer.

“covered individual” means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm’s employees or sub-contractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City’s sole discretion, result in the Proposer’s response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer’s non-compliance with this Section.

N. Sub-contractors

If any firm submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State’s Attorney for review and prosecution.

P. Costs Incurred

The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

INSERT PRICE/COSTS FORMS

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (**Check One**)

- Corporation
- Partnership
- Sole Owner
- Association

Other () _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. **(Answer only if corporation has 33 or more shareholders.)**

Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.)

1c. **(Answer only if corporation has fewer than 33 shareholders.)**

Names and addresses of all shareholders and percentage of interest of each herein. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

3a. Trust number and institution.

3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a. Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

Date

Signature of Person Preparing Statement

Title

ATTEST: _____
Notary Public

(Notary Seal)

Commission Expires: _____

EXHIBIT B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this ____ day of _____, 20

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:	_____	Company Name:	_____
Typed/Printed Name:	_____	Date:	_____
Title:	_____	Telephone Number:	_____
Email:	_____	Fax Number:	_____

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

EXHIBIT F

CITY OF EVANSTON M/W/EBE POLICY

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, and Evanston Business Enterprises. The goal of the Minority, Women and Evanston Business Enterprise Program (M/W/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWEBE Monthly Utilization Report](#)).

EXHIBIT G

M/W/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

- _____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.
- _____ Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.
- _____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response \$ _____
Amount to be performed by a M/W/EBE \$ _____
Percentage of work to be performed by a M/W/EBE _____ %

Information on the M/W/EBE Utilized:

Name _____
Address _____
Phone Number _____
Signature of firm attesting to participation _____
Title and Date _____
Type of work to be performed _____

Please attach:

1. Proper certification documentation if applying as a M/WBE and check the appropriate box below. This M/WBE will be applying with documentation from:

- Cook County State Certification
- Federal Certification Women’s Business Enterprise National Council City of Chicago
- Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

EXHIBIT G

M/W/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE/ EBE)	SERVICES PERFORMED	AMOUNT OF SUB- CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

Exhibit H

M/W/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to _____
(Title) (Name of Firm)

execute this certification on behalf of the firm. I _____ do
(Name)

hereby certify that this firm seeks to waive all or part of this M/W/EBE participation goal for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

- _____ 1. No M/W/EBEs responded to our invitation to bid.
- _____ 2. An insufficient number of firms responded to our invitation to bid.

For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.

- _____ 3. No sub-contracting opportunities exist.

Please provide a written explanation of why sub-contracting is not feasible.

- _____ 4. M/W/EBE participation is impracticable.

Please provide a written explanation of why M/W/EBE participation is impracticable.

Therefore, we request to waive _____ of the 25% utilization goal for a revised goal of _____%.

Signature: _____
(Signature)

Date: _____

EXHIBIT I

M/W/EBE Assistance Organizations (“Assist Agencies”) Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-525-9693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women’s Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 x220; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

PLEASE NOTE: Use of M/W/EBE Assistance Organizations (“Assist Agencies”) Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

Exhibit J

Professional Services Agreement Acknowledgement Page

The City has attached its standard professional services agreement as an exhibit to this RFP. Identify all exceptions to the agreement that would prevent your firm from executing it. **The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer's response.** *Please check one of the following statements:*

____ I have read the professional services agreement and plan on executing the agreement without any exceptions.

My firm cannot execute the City's standard professional service agreement unless the exceptions noted below or in the attached sample professional services agreement are made.

*****Please be aware that submitting exceptions to the contract may impact the likelihood of your firm being selected to perform this work.**

List exceptions in the area below:

Authorized Signature: _____ **Company Name:** _____

Typed/Printed Name and Title: _____ **Date:** _____

Exhibit J

Consultant Certification and Verification Addendum

I certify in accordance with the Professional Services Agreement, the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance and will comply with City work rules and policies applicable to City employees while they are on City property, including the City's Workplace Harassment Policy; COVID-19 Vaccination Policy; and Sexual Harassment Policy. I further certify that the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance with OSHA emergency temporary standard to protect workers from coronavirus.

CONSULTANT:

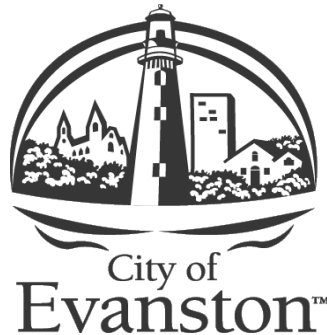
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit J



**CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT**

The parties referenced herein desire to enter into an agreement for professional services for
[Compensation and Staffing Analysis]
("the Project")

RFP Number: 22-09

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and **[Insert Professional Service Provider's name here]**, with offices located at **[Insert address here]**, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed **[\$Insert fee here]**.

I. COMMENCEMENT DATE

Consultant shall commence the Services on _____ or no later than **three (3) DAYS AFTER** City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by _____. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. #22-09 (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub-consultants provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. If the Consultant sub-contracts any of the services to be performed under this Agreement, the sub-consultant agreement shall provide that the services to be performed under any such agreement shall

not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub-consultant's work.

All sub-consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub-consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by the City, any of its departments, and/or OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

B. Representation and Warranties. Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.

C. Breach/Default. Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure:

1. Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A;
2. Failure to comply with any other of the General Provisions contained within this contract.

Consultant, within thirty (30) days, shall have the right to cure any default herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any violation of the General Provisions contained herein.

D. Remedy. City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.

E. Termination. City may, at any time, with or without cause, terminate this Agreement

upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.

F. Independent Consultant. Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.

G. Conflict of Interest. Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

H. Ownership of Documents and Other Materials. All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages,

without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.

I. Payment. Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.

J. Right to Audit. Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

K. Indemnity. Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers

Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

L. Insurance. Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000 combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

M. Confidentiality. In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

N. Use of City's Name or Picture of Property. Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.

O. No Assignments or Sub-contracts. Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

P. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

Q. Liens and Encumbrances. Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

R. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.

S. Attorney's Fees. In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.

T. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

U. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

V. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.

W. Time. Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

X. Survival. Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub-consultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by

Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

**CONSULTANT:
2100 RIDGE AVENUE**

**CITY OF EVANSTON
EVANSTON, IL 60201**

By: _____

By: _____

Kelley A. Gandurski

Its: _____

Its: Interim City Manager

FEIN Number: _____

Date: _____

Date: _____

Approved as to form:

By: _____

Nicholas E. Cummings

Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201(“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/Q # _____ (Exhibit B) and Consultants Response to Proposal (Exhibit C)

Dated: _____

EXHIBIT K

PROPOSAL BOND SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER: _____

SUBMITTAL NAME: _____

SUBMITTAL DUE DATE/TIME: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY TELEPHONE #: _____

AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

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

January 1, 2019 – December 31, 2022

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AGREEMENT

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

Article I – Recognition and Representation

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

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

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

Article II – Deduction of Union Dues

Section 2.1. Checkoff. Upon receipt of a signed authorization form from an employee at the time of hire in the form set forth in Appendix C, the City shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, fees, and P.E.O.P.L.E. contributions. Authorized deductions shall be irrevocable except in accordance with the terms, and any applicable laws, under which an employee voluntarily authorized said deductions. The Union will notify the City Human Resources Division Manager in writing of the amount to be deducted, and the name and address of the President of the Union. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the President of the Union by the last day of the month in which the deduction is made. The City will provide the Union with the name and department of new and reinstated bargaining unit employees on a quarterly basis (i.e., on or about January 1, April 1, July 1, and October 1). Additionally, the Union will conduct union orientation for new employees as soon as practicable after employment begins. This new employee orientation should be no shorter than 30 minutes. Alternatively, the Union may choose to conduct new employee orientation in conjunction with new hire orientation conducted by the City. All such new employee orientations shall take place during employees' working hours with no loss of pay.

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

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

Article III – No Discrimination

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

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

Article IV – Management Rights

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

Article V – Seniority Rights

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

Section 5.2. Promotion, Transfer, Voluntary Reduction.

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

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

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

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

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

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

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

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

Section 5.6. Probationary Period.

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

Article VI – Grievance Procedure

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

Section 6.2. Grievance Committee and Stewards. The Union shall select a grievance committee of not more than four members to attend grievance meetings scheduled pursuant to Step 2 and 3 of this procedure. The Union shall select stewards to participate in the grievance procedure set forth in this Article. The Union shall notify the City Manager in writing of the names of all grievance committee members and stewards, and any changes of committee members or stewards within 10 calendar days of their appointment by the Union.

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

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

STEP 2: Written Grievance to Division Chief (second line supervisor): If the grievance is not settled in Step 1, the Union shall, within five (5) working days following receipt of the supervisor's answer, file a written grievance with the Division Chief or second line supervisor, on a standardized form provided by the Union. The grievance will contain a specific description of the grievance, the specific provisions of the contract involved,

and a specific remedy for the grievance. Incomplete grievances shall be returned to the Union President and Executive Vice President within three (3) working days of the submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) working days to resubmit the grievance to the Division Chief or second line supervisor.

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

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

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

STEP 5: Arbitration: If the grievance is not settled in Step 4, the Union may submit the grievance to arbitration by giving written notice to the City Manager within twenty-one (21) calendar days after receipt of the City's answer in Step 4.

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

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

Section 6.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the services of the City. Employees shall suffer no loss in pay for attendance at grievance meetings which are held during an employee's regularly scheduled straight-time work day. Insofar as possible, grievance meetings under the grievance procedure shall be held during normal working hours. If the Steward has been involved in presenting a grievance, the verbal answer shall be given to both the employee and the Steward and any discussion which the supervisor initiates concerning such a grievance shall involve both the employee and the Steward. In the event of pre-disciplinary meetings, the City will give three (3) working days' notice to the Union President and Executive Vice President, except in extraordinary circumstances.

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

Discipline and discharge shall be for just cause. If a permanent employee is discharged or given a disciplinary suspension of seven (7) working days or more, the employee and Union shall be given written notice of said discharge or suspension. If the Union desires to file a grievance over said discharge or suspension of seven (7) working days or more, a grievance must be filed in writing directly at Step 4 of the grievance procedure within fourteen (14) calendar days after the notice of said discharge or suspension. If the grievance is not settled at Step 4, it may be submitted by the Union to arbitration under Step 5 of the grievance procedure.

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

Section 6.8. Pertinent Witnesses and Information. The Union may request the production of specific documents, books, papers or witnesses reasonably available from the employer and substantially pertinent to the grievance under consideration.

Article VI.B – Library Grievance Procedure

Section 6.B.1. Definition of Grievance. A grievance is a difference of opinion between an employee or the Union and the City or Library with respect to the meaning or application of the express terms of this Agreement, or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Unified Work Rules or Departmental Work Rules (where Personnel Rules and department rules conflict, personnel rules will govern).

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

Section 6.B.3. Grievance Procedure. Recognizing that grievances should be raised and settled promptly at the earliest step possible, a grievance must be raised within twenty-one (21) calendar days of when the event became known to the employee. The union shall submit grievance forms to a representative of the Human Resources Division who will then scan and distribute the grievance via e-mail to the appropriate manager designated. This distribution process will be followed in Step 2 and above. A grievance shall be processed as follows, except that a grievance filed relating to a suspension of

one working day or more shall be filed at Step 3. The Union may extend the timeframe by providing notice to the City due to extenuating circumstances.

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

STEP 2: Written Grievance to Division Head (if the immediate supervisor is the Division Head, proceed to Step 3): If the grievance is not settled in Step 1, the Union shall, within five (5) working days following receipt of the supervisor's answer, file a written grievance with the Division Head on a standardized form provided by the Union. The grievance will contain a specific description of the grievance, the specific provisions of the contract involved, and a specific remedy for the grievance. Incomplete grievances shall be returned to the Union President and Executive Vice President within three (3) working days of the submission at Step 2, indicating where the grievance form is not complete or understandable. The Union shall then have an additional three (3) working days to resubmit the grievance to the Division Head.

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

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

settlement is reached at said meeting, a written summary of the grievance and settlement will be submitted to the Union President and Executive Vice President and the Library Director or his/her designee within fifteen (15) working days of the meeting.

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

STEP 5: Arbitration: If the grievance is not settled in Step 4, the Union may submit the grievance to arbitration by giving written notice to the Library Director within twenty-one (21) calendar days after receipt of the City's answer in Step 4.

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

Section 6.B.4. Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.3. If a grievance is not appealed within the time limits for appeal set forth above, or at least reasonably close to those time limits, it shall be deemed settled on the basis of the last answer of the Library, provided that the parties may agree to extend any time limits. If the Library fails to provide an answer within the time limits so provided, or at least reasonably close to those time limits, the Union may then immediately appeal to the next step in the grievance procedure.

Section 6.B.5. Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the services of the City and/or Library. Employees shall suffer no loss in pay for attendance at grievance meetings which are held during an employee's regularly scheduled straight-time work day. Insofar as possible, grievance meetings under the grievance procedure shall be held during normal working hours. If the Steward has been involved in presenting a grievance, the verbal answer shall be given to both the employee and the Steward and any discussion which the supervisor initiates concerning such a grievance shall involve both the employee and the Steward. In the event of pre-disciplinary meetings, the City and/or Library will give three (3) working days' notice to the Union President and Executive Vice President, except in extraordinary circumstances.

Section 6.B.6. Discharge and Disciplinary Suspension of Seven Days or More. Discipline and discharge shall be for just cause. If a permanent employee is discharged or given a disciplinary suspension of seven (7) working days or more, the employee and Union shall be given written notice of said discharge or suspension. If the Union desires to file a grievance over said discharge or suspension of seven (7) working days or more, a grievance must be filed in writing directly at Step 4 of the grievance procedure within fourteen (14) calendar days after the notice of said discharge or suspension. If the grievance is not settled at Step 4, it may be submitted by the Union to arbitration under Step 5 of the grievance procedure.

Section 6.B.7. Exclusive Remedy. Civil Service procedures shall not be available to employees in the bargaining unit for the purpose of challenging discharges or disciplinary actions.

Section 6.B.8. Pertinent Witnesses and Information. The Union may request the production of specific documents, books, papers or witnesses reasonably available from the employer and substantially pertinent to the grievance under consideration.

Article VII – No Strikes – No Lockouts

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

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

Article VIII – Leaves of Absence

Section 8.1. Union Leave.

- a) During the term of this Agreement, the City shall grant paid leaves of absence (one day's pay at straight-time for each day of paid leave) to employees selected by the Union to attend International Union conventions, Illinois State Federation of Labor conventions or educational conferences of the Union; provided, however, that the total number of days of paid leave shall not exceed fifteen (15) days per contract year for the bargaining unit. The Union must give the Human Resources Division Manager two weeks' advance written notice. Leaves of absence without pay shall be granted, to the extent that there is no interference with City operations, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Union. Any request for such leave shall be submitted in writing by the Union to the Human Resources Division Manager and shall be answered, in writing, no later than five (5) days following the request.

- b) An employee who takes extended leave for full-time Union work shall hold re-employment rights for two years, to be re-employed in the first available vacancy that the employee is qualified to perform except that if the employee's absence from work is ninety (90) days or less, he shall have a right to immediate reinstatement to his former classification. An employee who returns from leave for full-time Union work shall, on re-employment, be credited with the full seniority the employee acquired prior to going on leave. These rights may be extended by mutual agreement between the City and the Union.

- c) A Union officer, member or Steward may be granted short periods of time off without pay for duly authorized Union business, if approved in advance by the Department Head or designee.

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

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

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

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

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

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

(a) General conditions:

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

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

- (b) FMLA leave for employee's own serious health condition: An employee who has a serious health condition must first use any or all of his accrued sick leave. If an employee has used up all his accrued sick leave, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed sixty (60) working days in a calendar year. The employee may choose to use accrued vacation, floating holiday and/or compensatory time during the sixty (60) working days of FMLA leave. If an employee continues to have the same serious medical condition after exhausting his accrued sick leave and the sixty (60) working days of FMLA, he will be placed on a permanent leave of absence of up to nine calendar months. During the permanent leave of absence, the employee may continue to use any accrued vacation, floating holiday and/or compensatory time until it is exhausted, but in no case shall an employee remain in pay status beyond the end of the permanent leave of absence. Any accrued time remaining will be paid out to the employee at the completion of the permanent leave of absence. If an employee becomes able to return to work during the permanent leave of absence, he may apply for re-employment and if qualified, placed on a re-employment list for the position held immediately prior to the taking of the leave. If the employee is not able to return to work by the conclusion of the permanent leave of absence, employment will be terminated.
- (c) FMLA leave for an immediate family member with a serious health condition: An employee may request FMLA leave to care for an immediate family member (as defined herein and by the FMLA) with a serious health condition. Such FMLA leave will not exceed sixty (60) working days in a calendar year; the employee may choose to use accrued sick, vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued sick, vacation, floating holiday or compensatory time for the full 60 working days, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or employment will be terminated.
- (d) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who gives birth may use accrued sick leave, vacation, floating holiday or compensatory time; the employee must specify in advance the amount of sick leave, vacation, floating holiday time or compensatory time to be used. If the employee chooses not to take any accrued leave time, and/or exhausts her designated accrued time, the employee will be placed on FMLA leave on an unpaid basis, which leave will not exceed 60 working days in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (b) above shall apply.

Employees not giving birth who use FMLA leave following the birth of a child or placement of a child for adoption or foster care may request FMLA leave. Such FMLA leave will not exceed sixty (60) working days in a calendar year; the

employee may choose to use up to three (3) days of accrued sick leave as part of such leave, and accrued vacation, floating holiday or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued vacation, floating holiday or compensatory time for the full FMLA, the balance will be on an unpaid basis. The employee must return to work at the completion of the FMLA, or his employment will be terminated.

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

Article IX – Wages and Benefits

Section 9.1. Wage Rates.

- a) Wage rates for the classifications covered by this Agreement from January 1, 2018 through December 31, 2022 are set forth in Appendix B, attached hereto and made a part hereof. The wage rates in Appendix B include salary increases (all steps) as follows: 0% added to the base rate of all bargaining unit employees beginning December 24, 2018; 1.5% added to the base of all bargaining unit employees beginning December 23, 2019; and 2.5% added to the base rate of all bargaining unit employees beginning December 21, 2020; and 3% added to the base rate of all bargaining unit employees beginning December 20, 2021.
- b) Compensation paid to employees through Internal Revenue Code Section 125 plans, premium conversion plans, or flexible spending accounts shall be reported to the Illinois Municipal Retirement Fund (IMRF) as employee earnings, as permitted by IMRF.
- c) All employees regularly scheduled to work 1,000 hours or more per year shall participate in IMRF as required by law.

Section 9.2. Longevity Pay. Under the conditions listed below, employees covered by this Agreement are eligible to receive an additional 2% of base salary when they complete eight (8) years of service with the City, and a total of 3% of base salary when they complete fifteen (15) years of service, and a total of 4% of base salary when they complete twenty-five (25) years of service:

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

Section 9.3A. Paid Holidays.

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

New Year's Day	Dr. Martin Luther King Jr.'s Birthday
Memorial Day	July 4 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 by the last day of the 26th pay period.
- (c) In the employee's first year of employment, floating holidays are earned on a pro-rata basis throughout the year based on date of hire.
- d) Employees working a regularly scheduled 37.5 hour work week will be entitled to 7.5 hours per floating holiday earned. Employees working a regularly scheduled forty (40) hour work week will be entitled eight (8) hours per floating holiday earned. Total accruals in a given year may vary depending upon the Christmas Holiday.

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

New Year's Day	Memorial Day
July 4 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:

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

- (b) Vacation is earned throughout the year on a payroll basis; an employee may not take vacation not yet earned. An employee may request, in writing to the department head, an advance of no more than five (5) unearned vacation days. Any employee with a negative balance of vacation accrual may not use any additional vacation until the amount of vacation leave used in advance is made up through normal accruals.
- (c) An employee may request a one-time payout of accrued but unused vacation time every two (2) years. Three (3) vacation days must remain in the accrual bank after the payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months earnings.
- (d) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn vacation at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn vacation at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more but less than 18.75 hours/week earn vacation at 25% of the rate earned by full-time employees.
- (e) Terminating employees will receive a payout of accrued but unused vacation time in their final paycheck, so long as they have completed 30 days or more of continuous service.
- (f) Employees have a maximum vacation accrual of two years' earned vacation.
- (g) Vacation time may not be used to lengthen employment or months of service. An employee's last day of work is the date of termination, and any unused vacation will be paid out in the final paycheck.
- (h) Employees will earn paid vacation from the date of appointment, but may not use such leave until they have completed six (6) months of service, unless authorized by the department head.
- (i) An employee who moves from one position to another in the City's service, other than sworn Police and Fire employees, and whose service is continuous, and who is transferred, promoted or demoted will be credited in his new position with his unused vacation accrual.
- (j) An employee who moves to or from the sworn ranks of the Police or Fire Departments will terminate their employment with the current department,

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receive vacation payout if applicable, and begin new accrual in the new department.

- (k) A permanent part-time employee who moves to a full-time position will earn vacation based on total years of service with the City. A full-time employee who moves to an eligible permanent part-time position will earn vacation based on total years of service with the City.
- (l) Vacation leave will continue to accrue during time lost from work as a result of an on-the-job illness or injury.
- (m) Vacation leave will not be accrued for any pay period in which the employee is not in pay status for at least one full week (e.g., an employee under suspension or on approved leave of absence).
- (n) Employees must use at least 50 percent of the vacation time accrued each year. Employees will not accrue vacation hours above 50% of their total vacation earned in each year and are subject to total maximums provided in this agreement. As an example, an employee who earns 20 days of vacation per year is required to use 50% of these days. If the employee only uses 8 days, only 10 days will be added to their total accrual, assuming they have not reached their maximum accrual.

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

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

- (a) Employees earn twelve sick days per year, on a pro-rata basis by pay period. Employees in their first year of employment earn 9 days of sick leave. Terminating employees will earn the pro rata equivalent of 12 days of paid sick leave per year for each pay period worked in the final year of employment.
- (b) Permanent part-time employees who are regularly scheduled to work 28 hours/week or more earn sick leave at 75% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 18.75 hours/week or more but less than 28 hours/week earn sick leave at 50% of the rate earned by full-time employees; permanent part-time employees who are regularly scheduled to work 10 hours/week or more, but less than 18.75 hours/week earn sick leave at 25% of the rate earned by full-time employees.

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- (c) Earned sick leave may be used during the employee's first six months at the discretion of the department head.
- (d) No employee may take sick leave not yet earned or accrued.
- (e) Employees may accrue up to 275 days of sick leave.
- (f) Sick leave may be used for the employee's absence from work because of medical inability to come to work, not related to an on-the-job injury or illness.
- (g) Sick leave may be used for certain instances of on-the-job injuries where the employee is unable to work due to the on-the-job injury for a period of 14 consecutive calendar days or less, of no more than three days per occurrence, upon certification of the City doctor that the employee is unable to perform his regular duties because of said injury, provided that the employee has at least twelve days of accumulated sick leave at the time that the on-the-job injury occurs, and provided that, if the City doctor allows, the employee may be assigned light duty at the option of the City in lieu of permitting the employee to use sick leave.
- (h) Sick leave may be used for periods of Family Medical Leave, as defined in the Section titled "Family and Medical Leave" as defined on July 15, 2003. Pursuant to the Illinois Employee Sick Leave Act, sick leave may also be used for absences due to illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.
- (i) If an employee is unable to come to work due to illness, he must inform his Department Head or supervisor, in accordance with departmental work rules, by the time so designated by those departmental work rules. Failure to do so, each day of absence, or at agreed-upon intervals in the case of extended illness, may result in loss of pay and/or disciplinary action.
- (j) An employee who uses more than three (3) days of consecutive sick leave must submit to Human Resources or a member of management of employee's department, upon reporting for work the first day of return, a statement from a treating physician attesting to the employee's inability to work during that period claimed as sick leave. An employee who uses more than three (3) days of consecutive sick leave may not return to work without such physician's statement, or is subject to loss of pay and/or disciplinary action.
- (k) An employee who moves from one position to another in the City service and whose service is continuous or who is transferred, promoted, or demoted, will be credited in the new position with the unused sick leave accrued in the prior

position, with the exception of transferring to or from the ranks of sworn personnel in the Police or Fire Departments. Such employees will terminate their employment with the department, and begin new sick leave accrual from the date of hire in the new department.

- (l) Sick leave will accrue during time lost from work as a result of an on-the-job injury or illness.
- (m) Sick leave will not be earned by an employee who is not in pay status for at least one full week of a pay period (e.g., an employee under suspension or on an approved leave of absence).
- (n) No employee may take accrued sick leave to extend date of termination. An employee's last day of work is the date of termination.
- (o) Departments will create departmental rules regarding the eligibility of employees to use scheduled, pre-approved sick leave for dental, optical or medical appointments for the employee or the employee's immediate family as defined by the Family Medical Leave Act or the employee's family as defined by the Illinois Employee Sick Leave Act. Such requests for sick time usage may be denied due to operational needs of specific departments and work locations, and if the absence interferes with City operations.
- (p) Full-time employees with 45 days or more of sick leave accrued as of January 1 of each calendar year shall be eligible to receive on or about January 31 of the following year payment for all sick leave days accrued during the year, but not used, in excess of 9 days, for a maximum of 3 days. For example, if an employee uses no days, he would be eligible to receive payment for 3 days; if 1 day is used, eligibility is 3 days; if 2 days are used, eligibility is for 3 days; if 3 days used, eligibility is for 2 days; if 4 days used, eligibility is for one day; if 5 days used, the employee is not eligible for any payout. Requests will only be considered after applicable annual wage adjustments, and when combined with other applicable increases not to exceed 6 percent of the previous 12 months' earnings. Such requests will be in accordance with current rules, regulations, and state laws governing the Illinois Municipal Retirement Fund.
- (q) Employees working three (3) or more scheduled continuous days on the third shift who will return after their regular days off to the first shift can use one (1) accrued sick day to recuperate without a doctor's note or co-pay receipt every twelve (12) months.
- (r) Whenever an employee with ten or more years of continuous service retires or resigns, the employee shall be paid 75% of all accumulated sick days over 20, to a maximum of 40 days. To receive a terminating sick leave payout, an employee

must give three (3) weeks' notice of intent to resign or retire. The Human Resources Division Manager may waive this provision in special circumstances. An employee who qualifies for an immediate pension from IMRF may decline the sick leave payout and direct all accrued but unused sick leave to be transferred to IMRF for additional service credit, as allowed by IMRF.

Section 9.6. Bereavement Leave. Documentation of the death must be provided for any leave taken under this section. Any leave of absence for bereavement leave must be taken within thirty (30) calendar days of the death of a family member and the leave can be split into no more than two occurrences. A leave of absence with pay, which is not to exceed three (3) working days, will be granted to a permanent full-time employee for a death in his immediate family. If the funeral involves one-way travel of more than 500 miles requiring additional time away from work, a leave of absence with pay, which is not to exceed five (5) working days, will be granted. For any leave time that is non-consecutive and is taken after the initial bereavement leave day, the employee must provide two (2) working days' notice with documentation. If additional time is needed for travel, the employee may use emergency vacation leave.

The immediate family shall be defined as follows:

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

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

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

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

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

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

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

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

Section 9.9. Overtime. For purposes of computing overtime, the work week shall be a seven consecutive day period beginning at 12:01 a.m. on Mondays. Full-time employees shall receive time and one-half their straight-time hourly rate for all work performed over their normal workweek. Hours worked will include one workday of sick leave when the employee submits acceptable verification for the absence to the City.

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

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

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

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

Overtime under this section shall not be pyramided.

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

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

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

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

Full-time employees who are assigned to perform standby duty on a holiday shall receive \$30 per holiday. In addition, full-time employees assigned to perform standby duty will receive:

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

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

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

Section 9.11. Shift Differential.

- (a) Full-time employees regularly scheduled to work on a second or third shift shall receive shift differential of three and one-half percent (3.5%) of the employee's base hourly rate for each hour worked.
- (b) Permanent part-time employees will not receive a shift differential.
- (c) For full-time employees in Departments and Divisions that have regularly scheduled late afternoon and evening service hours (Library, Parks/Forestry & Recreation, Health & Human Services) shift differential will be paid to those employees who are regularly scheduled to begin work at 1 p.m. or later.
- (d) Full-time employees scheduled for 12-hour shifts for snow-related work (e.g., 8:00 a.m. to 8:00 p.m. or 9:00 p.m. to 9:00 a.m.) shall receive shift differential for all hours worked between 6:00 p.m. and 6:00 a.m.
- (e) The City agrees to notify the Union of any permanent change in shift schedules.
- (f) Shift differential will be paid whenever a full-time employee is reassigned to the second or third shift for one or more working days. For example, if a full-time employee is normally scheduled to work a day shift and is assigned the second shift for one day, the employee will receive shift differential for that one day. The second and third shift is defined as a shift which begins more than four hours after the regular starting time for that shift (e.g., a regular starting time is 7 a.m.; the second shift would be a starting time of later than 11 a.m.). The third shift is defined as a shift which begins more than 8 hours after the regular starting time (e.g., a regular starting time is 7 a.m.; the third shift would be a starting time of later than 3 p.m.).
- (g) Where for periods of one working day or more due to seasonal or other changes in operations, the City changes an employee's start time, the employee shall receive a shift differential of five percent (5%) for all hours worked outside of the employee's normal start time. If the City changes an employee's days worked, the employee shall receive a shift differential of five percent (5%) for all days worked outside of the employee's normal work day schedule.
- (h) Full time employees shall receive a shift differential for work performed for more than twelve (12) hours in a twenty-four (24) hour period.

Section 9.12. Uniforms. The City will provide all uniforms which the City determines are required of employees in performance of their duties. The City will determine appropriate uniform items to be worn and will replace required uniform items through selected vendors due to annual allotment, wear or damage. Effective January 1, 2017,

each full-time employee, excluding Fleet Services, will be allowed a total of \$340 per year which must be used in that year. All new full-time employees will be given a "new employee uniform issue" purchased by the employee's supervisor which will be deducted from a "first-year" amount of \$400. Fleet Services employees and permanent part-time employees will be allowed a total of \$240 annually. There will be no carryover of unused dollars from year to year. Replacement will not be made for uniform items lost or damaged through employee negligence.

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

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

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

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

Section 9.14. Fitness and Wellness Incentive. Employees may voluntarily participate in a physical fitness examination administered by the Evanston Police Department on an annual basis. If the employee passes the exam and participates in the City's annual wellness program, he will be paid a lump sum of \$300 as an incentive to maintain physical fitness. Employees must have participated in the City's annual wellness event or supply a doctor's note stating they are in good condition to participate. Participation in the annual physical fitness examination will take place during an employee's off-duty hours. The fitness incentive will be paid by the second pay period of March of each year.

Section 9.15. Licensure. The City will pay for employees to maintain and renew any licenses or certifications which are required for their positions. Employees who are required to possess commercial driver's licenses (CDL) for their positions will be reimbursed the difference in cost between a standard driver's license and a CDL. Employees who voluntarily choose to maintain or renew licenses or certifications which are not required for their positions will not be entitled to payment or reimbursement.

Article X. Group Insurance

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

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

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

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

Section 10.3. Employee Medical Contributions.

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

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

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

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

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

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

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

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

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

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

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

Section 10.3.1. Medical Plans.

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

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

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

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

Section 10.6. Disenrollment Incentive. Employees who elect to drop City medical coverage, because that employee is covered by another group plan, shall receive an annual payment from the City of \$1,800 per year.

Article XI – Layoff, Recall, Severance

Section 11.1. Layoff Provisions.

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

Section 11.2. Employee Displacement Rights.

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

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

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

Administrative Layoff Categories are as follows:

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

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

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

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

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

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

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

Section 11.3. Severance.

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

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

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

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

Section 11.4. Recall.

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

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

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

Article XII – Discipline

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

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

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

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

Section 12.5. Time Limit on Disciplinary Action. Discipline, not resulting from a vehicle accident, shall be issued no later than thirty-five (35) calendar days from the time of the event or from the time the Employer became aware of the occurrence giving rise to the discipline. Discipline resulting from a vehicle accident shall be issued no later than twenty-one (21) calendar days from the time the Accident Review Board makes its determination. The employer may extend the timeframe by providing notice to the Union due to extenuating circumstances.

Article XIII – General

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

Section 13.2. Tools. Except for employees in the classifications listed below, the City shall provide all tools and materials which are required as necessary to perform any assigned task in a safe manner. Employees in the following classifications shall receive an annual tool allowance of \$800 for each twelve-month period of the contract, in recognition of the obligation of these employees to supply their own tools:

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

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

Section 13.3. Rates of Pay on Temporary Transfer. Where, for periods of one working day or more, the City assigns a bargaining unit employee to work temporarily in a higher paying classification within the bargaining unit, the employee shall be paid three (3) steps above his current pay/grade, but not to exceed the maximum salary of the classification to which he is transferred. When an employee is temporarily transferred to a position outside of the bargaining unit, the employee will be paid three steps/grades above current pay or the A step of the temporary position, whichever is greater. This Section shall not apply in the event the temporary transfer is made for the purpose of training an employee to become qualified in a different classification, and there is written agreement of the employee and the Union that the employee is to work in the higher paying classification without additional pay for the purpose of training.

Section 13.4. Subcontracting. It is understood that the City from time to time uses contractors for certain work. Concerning the possibility of new forms of subcontracting, it is the City's intention to use City employees, wherever possible, to perform bargaining unit work, consistent with economy and efficiency of government. Should the City determine that new forms of subcontracting are necessary (and said subcontracting will

result in job displacements) the City will: 1) negotiate with the Union before reaching a decision to place said subcontracting into effect; and 2) negotiate with the Union concerning placement of displaced employees. Placement shall include not only assignment to bargaining unit positions, but also to positions with the City outside the bargaining unit, to the end that layoff from City employment will be used only as a last resort. Prior to the subcontracting of work, the City will make a reasonable effort with the contractor to insure that employees subject to layoff because of subcontracting will have an option to secure employment with the contractor. The City, the Union and the proposed subcontractor shall meet to discuss the employment of the employees subject to layoff.

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

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

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

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

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

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

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

Section 13.11. Drug and Alcohol Testing. The City's drug and alcohol testing policy as exists on the effective date of this Agreement shall be continued in effect for the employees covered by this Agreement. Any City drug and alcohol testing policy will be in accordance with relevant federal drug and alcohol testing guidelines issued by the U.S. Department of Health and Human Services and the U.S. Department of Transportation.

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

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

Section 13.14. Shift Changes.

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

Article XIV – Termination and Legality Clauses

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

Section 14.2. Term. This Agreement shall be in effect from January 1, 2019 to December 31, 2022, and year to year thereafter. Not earlier than September 1, 2022 and not later than October 1, 2022, either the City or the Union may give written notice to the other party by registered or certified mail to modify this Agreement for the subsequent term.

Executed this 28th day of February, 2019, after receiving ratification by the Union membership and approval by ~~the~~ City Council.

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

For the City of Evanston:

Wally Bobkiewicz
Wally Bobkiewicz, City Manager

2-28-17
Date

Erika Storlie
Erika Storlie, Assistant City Manager

2-28-19
Date

For the Union:

Daniel Kwiecinski
Daniel Kwiecinski, President Local 1891

2-28-19
Date

Eugene Boatright
Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19
Date

Appendix A – Positions and Job Families

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

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

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

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

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

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

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

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

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

Appendix B – Salary Schedule

Full-Time Positions – Pay Grades

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

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

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

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

Appendix B – Salary Schedule

Part-Time Positions – Pay Grades

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Appendix C – Memorandum of Understanding

Privacy

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

For the City of Evanston:



Wally Bobkiewicz, City Manager

2-28-19

Date



Erika Storlie, Assistant City Manager

2-28-19

Date

For the Union:



Daniel Kwiecinski, President Local 1891

2-28-19

Date



Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19

Date

Appendix D – Dues Authorization

Dues Authorization

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

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

Print Name

Department/Division

Signature

Date

Agreed: _____
Date

City of Evanston

AFSCME Council 31

Appendix E – Memorandum of Understanding

**Memorandum of Understanding
Bargaining Alternatives to Layoff**

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

For the City of Evanston:



Wally Bobkiewicz, City Manager

2-28-19

Date



Erika Storlie, Assistant City Manager

2-28-19

Date

For the Union:



Daniel Kwiecinski, President Local 1891

2-28-19

Date



Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19
Date

Appendix F – Memorandum of Understanding

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

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

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

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

For the City of Evanston:



Wally Bobkiewicz, City Manager

2-28-19
Date



Erika Storlie, Assistant City Manager

2-28-19
Date

For the Union:



Daniel Kwiecinski, President Local 1891

2-28-19
Date



Eugene Boatright, Staff Representative, AFSCME Council 31

2/28/19
Date

AGREEMENT

Between

CITY OF EVANSTON, ILLINOIS

And

**EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO-CLC**

January 1, 2019

through

December 31, 2022

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AGREEMENT
Between
CITY OF EVANSTON
And
EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO-CLC

THIS AGREEMENT is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the "City" or "Employer") and EVANSTON FIRE FIGHTERS ASSOCIATION, LOCAL NO. 742, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC (hereinafter called the "Union" or "Association").

WHEREAS, it is the purpose of this Agreement to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well-being of the members of the Fire Department, and to resolve grievances and prevent strikes or other disruption of work; and

WHEREAS, the Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct, in order that they may merit the respect and confidence of the general public.

ARTICLE I
Recognition and Representation

Section 1.1. Recognition and Representation.

The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all uniformed classifications, including the rank of Shift Chief and Division Chief (refer to Appendix M), below the rank of Assistant Fire Chief.

Section 1.2. Probationary Employees.

Probationary employees are covered by this Agreement; provided, however, that probationary employees during the first twelve (12) months of employment may be terminated or otherwise disciplined at the sole discretion of the City and such action shall not be subject to the grievance or arbitration procedure of this Agreement. This probationary employment period may be extended for an employee who is required as a condition of employment to be a certified paramedic, during which time the sole reason that an employee may be discharged without cause or a hearing is for failing to meet the requirements for Paramedic certification as provided in Sections 15.1 and 15.5.

ARTICLE II
Union Membership and Checkoff

Section 2.1. Checkoff.

Upon receipt of a signed authorization from an employee in the form set forth in Appendix "A", the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly dues and uniform assessments (which may include a uniform amount to cover house dues if the Association so elects). The Union will notify the City in writing of the amount of the uniform dues or uniform assessments to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Association no later than seven (7) days following the deduction.

Section 2.2. 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

Section 3.1. General.

Neither the City nor the Union shall discriminate against any employee because of race, creed, color, sex, national origin or Union activity. 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.

Section 3.2. Political Activity.

Employees shall have the right to engage in political activities, including to identify themselves as members of the Evanston Fire Department, as long as they engage in such activities while they are off-duty and not in uniform and as long as they do not represent that their positions are positions that are sanctioned by the City or the Evanston Fire Department and make no threats and promises to voters concerning the delivery of services provided by the Evanston Fire Department.

ARTICLE IV
Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Fire Department in all its 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 in or at the Fire Department or 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

Section 5.1. Definition.

Seniority is defined as the employee's length of continuous service since his last date of hire, plus periods of prior service with the City's Fire Department, but in no event including any service as a temporary employee. Seniority shall be determined from the following:

- a. Date of hire
- b. Placement on eligibility list

For those employees hired under category grouping, the following shall be used:

- i. Date of hire
- ii. Category group placement
- iii. Date of original employment application
- iv. Coin toss

Section 5.2. Layoff and Recall.

In the event of layoff, the employee or employees with the least service in the classification shall be laid off. If a member of a particular classification is removed from his classification under the preceding sentence, he shall displace the least senior member in the last civil service rank the removed or displaced member held prior to his last promotion until the least senior Firefighter is displaced and laid off. When the City decides to recall to any classification reduced by layoff, it will recall any displaced or laid off employees to the positions affected in inverse order of removal, before making any new promotions or appointments.

Section 5.3. Vacation Selection on Scheduling Vacation.

When the City schedules vacations, employees shall be given preference as to vacation selection on the basis of seniority in the Fire Department (not within rank) and by shift to the extent that such scheduling will not interfere with Fire Department operations. Vacation days must be scheduled in no less than 24-hour increments. Employees shall be permitted an unlimited number of vacation picks, so long as such scheduling is consistent with the following sentence: The total number of employees scheduled off per shift for Kelly Days under Section 10.1 and vacation days shall be six employees (unless fewer vacation requests are received) except that only three (3) employees in the rank of Fire Captain or Shift Chief may be scheduled off for vacation on any shift. The City reserves the right to suspend and reschedule vacations and recall personnel during periods of extreme emergencies such as periods of conflagrations, riots, natural and man-made disasters, war, civil strife, injury, illness or sickness of a large number of the Fire Department employees.

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 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 Rules of the Fire Department.

Section 6.2. Grievance Committee: Stewards.

The Union shall appoint a Grievance Committee of not more than three (3) members to attend grievance meetings scheduled pursuant to Step 2 and Step 3. The Union may appoint nine (9) Stewards to participate in the grievance procedure to the extent set forth in Step 1 of the grievance procedure. The Union shall notify the Fire Chief in writing of the names of employees serving on the Grievance Committee and as Stewards. By mutual agreement between the City and Union, the parties may be represented by non-employee representatives at Step 3 of the grievance procedure.

Section 6.3. Grievance Timing.

The Grievance Procedure set forth in this Section applies to employees covered by this Agreement. Recognizing that grievances should be raised and settled promptly, a grievance must be raised within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days of the date the employee knew or reasonably should have known of the event giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: *Written to Deputy or Division Chief:* The Union may, within the time limits set forth above, file a written grievance signed by the employee and his Steward on a form provided by the City setting forth the nature of the grievance and the contract provision(s) involved. The Deputy or Division Chief designated by the Fire Chief to hear Step 1 grievances shall give a written answer in ten (10) calendar days after receipt of the written grievance.

STEP 2: *Appeal to Chief:* If the grievance is not settled in Step 1 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days from receipt of the Step 1 answer, appeal in writing to the Fire Chief. The Grievance Committee and the Fire Chief will discuss the grievance within thirty (30) calendar days, at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within ten (10) calendar days of the discussion.

STEP 3: *Appeal to City Manager:* If the grievance is not settled in Step 2 and the Union decides to appeal, the Grievance Committee shall, within ten (10) calendar days after receipt of the Step 2 answer, file a written appeal to the City

Manager. If the grievance involves a disciplinary suspension of seventy-two (72) hours or more, a demotion, or a discharge, there shall be a Step 3 meeting and a Step 3 answer from the City Manager. On all other grievances, the City Manager may elect not to hold a Step 3 meeting, in which event the City Manager shall advise the Union in writing within ten (10) calendar days of receipt of the Step 3 appeal that the Step 2 answer of the Fire Chief is the final City answer in the grievance procedure, at which point the Union may appeal the grievance to Step 4, Arbitration, if the Union so chooses. In cases where the City Manager will hear a Step 3 grievance, a meeting between the City Manager, or his designee, and the Grievance Committee will be held at a mutually agreeable time, generally within thirty (30) calendar days. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within twenty-one (21) calendar days of the meeting.

STEP 4: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer 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 3. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois, Wisconsin or Indiana. Both the Employer and the Union shall have the right to strike three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name; provided that either party before striking any names, shall have the right to reject one panel in its entirety. The process will be repeated twice and the remaining named person 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 hearing, subject to the availability of the City and the 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 and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms with his authority, shall be final and binding upon the City, the Union and the employee or employees involved. 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 grievant shall be released from duty if necessary to attend such hearing without loss of pay. One (1) Union representative and any additional Union witnesses shall be released from work pursuant to Section 13.2, Exchange of Duty, to attend the arbitration hearing.

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, the Union may immediately appeal to the next Step.

Section 6.5. Investigation and Discussion.

All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. Generally, grievance meetings will be held during working hours.

Section 6.6. Civil Service.

It is understood that matters subject to Civil Service are not subject to this grievance procedure, except as provided in Section 6.8, Disciplinary Grievances. This provision shall not be construed as limiting or removing any Union right to bargain with respect to matters that remain subject to Civil Service (i.e., other than disciplinary grievances) in any negotiations relating to successor contracts.

Section 6.7. Disciplinary Meetings.

No meeting between the City and/or its designee and an employee held for the purpose of discussing actual disciplinary matters shall take place unless the employee and a designated Association representative have been provided with a two-hour notice of the time, place and purpose of the meeting. An Association representative shall be present at all such meetings. If said representative is not present, the employee shall not be required to participate in said meeting and the employee shall not be discharged or otherwise disciplined for said refusal. Nothing in this Agreement shall waive and/or abridge any employee's rights, benefits or protections under the Firemen's Disciplinary Act of Illinois, 50 ILCS 745/ et seq.

Section 6.8. Disciplinary Grievances.

Unless the first disciplinary offense is sufficiently serious to warrant discharge, discipline in the Fire Department shall be progressive and corrective, designed to improve behavior and not merely to punish. Where the City believes just cause exists to institute disciplinary action, the Employer shall have the option to assess the following penalties:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

It is understood that the foregoing disciplinary steps may be repeated and/or certain progressive disciplinary steps may be omitted, depending upon the seriousness of the offense.

Grievances may be filed with respect to the just cause of any disciplinary action (other than an oral reprimand) taken against an employee. If an employee is suspended or discharged, a grievance protesting the suspension or discharge shall be filed in the first instance at Step 3 of the grievance procedure within ten (10) calendar days of the imposition of discipline, and shall thereafter be processed in accordance with Section 6.3 of this Agreement. If the discipline involves a disciplinary suspension of 72 hours or more or demotion or discharge, the parties will request an arbitration panel pursuant to the grievance/arbitration procedure of this Agreement when the grievance is filed at Step 3, if the Union so requests in writing.

Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE VII
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 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.

ARTICLE VIII Leaves of Absence

Section 8.1. Union Leave.

Leaves of absence shall be granted, to the extent that there is no interference with normal operations of the Fire Department, to employees who are elected, delegated or appointed to attend State or National seminars or conventions of the International Association of Fire Fighters, and other Labor Affiliation conventions and meetings, including but not limited to State AFL-CIO Conventions, Associated Fire Fighters of Illinois Conventions and District Meetings. Absence from an employee's regular shift because of said leave shall be paid by the City, but not to exceed a total of fourteen (14) twenty-four (24) hour shifts per year for the bargaining unit for the term of this Agreement. Any request for such leaves shall be submitted in writing by the Union to the Fire Chief and shall be answered in writing, no later than five (5) calendar days following the request. Furthermore, the City will attempt to comply with employee requests to schedule holiday and vacation time off to coincide with a Union convention or educational conference. An employee who takes extended leave for full-time Union work shall hold reemployment rights for two (2) years to be reemployed in the first available vacancy. These rights may be extended by mutual agreement between the City and Union.

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 for the period of such activity and shall suffer no loss of seniority rights. During leaves for annual training, the employee shall continue to receive his or her regular compensation. During leaves for reserve/guard basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his compensation as an employee, he shall receive his regular compensation as a public employee minus the amount of his or her base pay for military activities provided the employee provides proof of what he was paid during his reserve/guard training. For weekend military leave, the employee shall have the option of: (a) being allowed the necessary time off without pay; or (b) arranging a duty trade.

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.

For employees who are members of the reserves or National Guard who are mobilized to active military duty as a result of an order of the President of the United States, the City will provide compensation during such leave equivalent to the difference between the employee's 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.

Employees ordered to active duty will present their orders to their supervisor as soon as possible, but not 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 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 fourteen (14) 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 (1) year for educational purposes, without pay. If leave granted under this Section is for education which is related to fire service, seniority shall accumulate during said leave. Leave under this Section may be extended upon mutual agreement of the City and the employee. The City has the right to require a transcript to prove that the employee satisfied the education leave requirement.

Section 8.5. Personal Leave.

An employee with one (1) year of service in the Department may be granted an unpaid personal leave of absence not to exceed one (1) year. If the leave is thirty (30) calendar days or less, seniority shall accumulate, group insurance shall continue as set forth in Article XI and the employee shall be reinstated to his former position. If the leave is over thirty (30) calendar days, seniority shall not accumulate, the employee may continue group insurance by paying the entire premium, and the employee shall be eligible for rehire ahead of all other new hires for one (1) year after termination of the leave. Leaves granted under this Section shall be at the discretion of the Fire Chief. The Department may establish procedures to administer the personal leave policy.

Section 8.6. Family and Medical Leave.

Banked Time: Refers to either vacation or sick leave that was accumulated prior to January of the current year.

Accrued Time: Refers to either vacation or sick leave that is being accumulated between January 1 and December 31 of the current year.

- (a) General Conditions:
- (1) An employee may request leave under the Family and Medical Leave Act.
 - (2) A leave year for purposes of FMLA shall be the calendar year.
 - (3) 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 calendar 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.
 - (4) The twelve calendar week limit referred to in this Section shall either be consecutive or intermittent as permitted by FMLA regulations.
 - (5) 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. If the need for Family Medical Leave is foreseeable, the employee shall give the City at least 30 days prior written notice if possible. Where the need for leave is not foreseeable, the employee shall notify the City as soon as practicable, generally within one to two business days of learning of the need for leave.
 - (6) The employee will be required to submit appropriate certifications concerning the reason for using FMLA leave or the reason for failure to return to work at the conclusion of an FMLA leave, in accordance with the FMLA.
 - (7) While on FMLA leave, the employee's group health insurance coverage will be maintained, with the employee paying the regular employee contribution.
 - (8) 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 period of unpaid FMLA leave.
 - (9) Employees on FMLA leave must notify the City in writing at least fourteen (14) calendar 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.
 - (10) 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 the pension plan; ii) the continuation, 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.

(11) Definition of terms will be that as stated in the Family and Medical Leave Act.

(b) FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who requests FMLA leave due to giving birth may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave or compensatory time to be designated by the employee prior to the leave.

The employee must specify in advance the amount of paid leave to be used. If the employee exhausts all the leave as stated above, the employee will then be on an unpaid FMLA leave basis, which leave will not exceed twelve calendar weeks in a calendar year. The employee must return to work at the conclusion of the FMLA leave, unless she is medically unable to return to work. In such cases, the conditions specified in subsection (d) shall apply.

Employees not giving birth may request FMLA leave following the birth of a child or placement of a child for adoption or foster care. Such FMLA leave will not exceed twelve calendar weeks in a calendar year. The employee may use accrued vacation or compensatory time for some or all of the FMLA period. If the employee does not have sufficient accrued vacation or compensatory time for the full FMLA leave requested, 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. The employee may use up to three (3) working days of banked sick leave not to be considered part of the FMLA. If the employee has no banked time available, annual accrued time may be used.

(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 (employee's spouse or child, employee's parent, or spouse's parent) with a serious health condition. Such FMLA leave will not exceed twelve calendar weeks in a calendar year; the employee may use accrued sick leave, banked sick leave, accrued vacation, banked vacation, donated sick leave, or compensatory time in this order, for some or all of the FMLA. If the employee exhausts all leave as stated as above, 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 for the employee's own serious health condition: An employee requesting FMLA leave for his own 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 may, at the employee's option, use banked sick leave, accrued vacation, banked vacation, donated sick leave and/or compensatory time may be used in this order. If the employee exhausts all leave as stated above, the employee will then be on FMLA leave on an unpaid basis not to exceed twelve calendar weeks in a calendar year. If the employee continues to have the same serious medical condition after exhausting accrued time and the twelve calendar weeks of FMLA, he can request to be placed on a permanent leave of absence not to exceed nine calendar months. During that permanent leave of absence, the employee is responsible for paying 100% of the cost of health insurance coverage. 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.

Section 8.7. Maternity Leave.

It is recognized that reproductive health can be affected adversely by the conditions encountered in firefighting and EMS. When a member becomes pregnant, it is strongly advised, though not required, that she report her condition to the Fire Chief.

Once a member has provided verification of her pregnancy from her own doctor, she shall be offered a non-hazardous, operational light duty assignment within the department in accordance with the provisions of 775 ILCS 5/2-102(H) using a 24/48 or 37.5 hour schedule as selected by the pregnant firefighter. Pregnant firefighters will not be required to use (5) 24 hour shift days (120 hours) of sick leave prior to being assigned light duty as noted in Section 13.10 Light Duty. The female firefighter will have the option to bank any unused vacation or bank time while pregnant to be used after the delivery.

A member is not required to accept a non-operational light duty assignment. She is, however, encouraged to do so because of the unpredictable nature of emergency response. There is a potential risk to a pregnant woman and/or her developing fetus from activities associated with normal operational duties including firefighting, hazardous materials response, and EMS exposures.

After giving birth, or at the termination of the pregnancy, the member shall be placed on FMLA, in accordance with Section 8.6(b) of this CBA.

Prior to returning to normal operational duties the member must have approval from her personal physician. Such verification of readiness to work shall be in writing. This verification shall be given to the designated City physician for fitness for duty physical. When the member has been found to be fit, she will be reinstated in her former position.

At no time when a member becomes pregnant or during the pregnancy, will the member lose their job, position, seniority and benefits. Nor do they lose the eligibility for promotion or participate in a promotional exam due to any type of leave or non-operational duty assignment.

ARTICLE IX Wages and Benefits

Section 9.1. Salary Schedules.

Salary schedules effective January 1, 2019 through December 31, 2022 for the classifications covered by this Agreement are as follows: an increase of 0% effective January 1, 2019; an increase of 1% effective December 31, 2019; an increase of 1.5% effective January 1, 2020; an increase of 2.25% effective January 1, 2021; and an increase of 2.25% effective January 1, 2022; and are set forth in Appendix B attached hereto and made a part hereof. All employees hired after January 1, 2012 will start at the NH step of the pay range for Firefighter; employees will be eligible for merit review consideration to the A step at the successful completion of probation; employees are eligible for merit increase consideration to the next highest step based on performance after completing 12 months of service in the current step; possession of the 30 hours of college credit as specified in Section 9.9 makes the employee eligible to move to the G step following completion of 12 months at the F step; employees eligible for education pay under Section 9.9 will not receive that additional pay until completion of probation.

All Captains and Shift Chiefs shall start at the D or D/P step of the applicable Salary Schedule. Captains promoted to Division Chief shall start at the D or D/P step of the Shift Chief Salary Schedule, and Shift Chiefs promoted to Division Chief shall remain at their current step (refer to Appendix M).

Section 9.2. Paid Holidays.

a) Shift personnel who are regularly scheduled to work the following holidays shall be compensated at the rate of time and a half rather than straight time for all hours worked on said holidays:

- New Year's Day
- Christmas Eve
- Christmas Day
- 4th of July
- Thanksgiving Day
- Labor Day

Above paid holidays shall be the 24 hour period commencing at 7:00 a.m. on the date of the actual holiday. Recognized holidays under this section shall be on the date of the actual holiday as opposed to the day on which the holiday may be observed by the City.

b) If an employee is not regularly scheduled to work one of the following days and is subject to a mandatory hire back on that day, the employee shall be paid two (2) times the hourly salary rate for all hours worked on that day.

New Year's Day Martin Luther King Jr.'s Birthday

Easter
 Labor Day
 Christmas Day

Fourth of July
 Thanksgiving Day

The foregoing is applicable for the actual holiday, and is not applicable for any day celebrated in lieu of the holiday. This subsection b) does not apply to exchanges of duty under Section 13.2.

c) The following holidays are observed for the purpose of holiday work schedules:

New Year's Day
 Easter Sunday
 Labor Day
 Christmas Eve

Martin Luther King, Jr.'s Birthday
 Memorial Day
 Veterans' Day
 Christmas Day

July 4th
 Thanksgiving Day
 Sunday

The foregoing is applicable for the actual holiday, and is not applicable for any day celebrated in lieu of the holiday.

Holiday routine: Stations, apparatus and all equipment will be maintained in a clean and ready status to respond to all alarms and calls for service. Public education/relations such as, but not limited to, tours, neighborhood picnics, safety fairs, block parties and holiday related events such as participation in parades and standby at fireworks displays will be allowed. Any day designated as a holiday will not have assigned training unless prior approval is agreed to at a labor/management meeting.

d) Five Day Employees: Employees who are scheduled to work a five day 37.5 hour work week will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays. If they are required to work any designated City Holiday they will receive holiday pay at two (2) times the hourly salary for all hours worked.

Section 9.3. Paid Vacations.

For vacations beginning January 1, 1992, employees with six months or more of service shall receive paid vacation during each year, calculated as follows:

Service	Vacation Time
One year but less than six years	Five 24-hour shifts
Six years but less than twelve years	Seven 24-hour shifts
Twelve years but less than fifteen years	Eight 24-hour shifts
Fifteen years but less than twenty years	Ten 24-hour shifts
Twenty years but less than twenty-five years	Eleven 24-hour shifts
Twenty-five years or more	Twelve 24-hour shifts

Completion of the service year in the calendar year in which the vacation is taken shall determine the number of vacation days the employee will earn and is entitled to take. In the year in which the employee terminates employment, the employee will either take or be paid out at termination for all vacation earned up to the pay period of his termination.

New employees of the Fire Department shall accrue 4.62 hours per pay period of vacation time from his/her date of hire. These new employees shall not be eligible for a vacation in the calendar year in which they are hired.

Section 9.4. Use of Banked Vacation Time.

(a) Openings into which banked vacation hours may be used will be limited to the days left open after the normal vacation selection process (Section 5.4 of this contract) is completed, openings created by the termination of an employee, situations involving shift transfers or other scheduling changes which create an opening. A terminated employee's Kelly Days will also be available for picking, but must be forfeited when the vacancy is filled.

(b) Employees will not be allowed to bring their vacation hour total below zero (0). Example: an employee will need a minimum of 24 hours at the beginning of the process to be able to make one 24-hour selection.

(c) At the completion of the normal vacation selection process, vacation rosters will be posted in all fire stations with a posting date printed on them. Applications for the use of banked vacation hours in any openings, including mid-year openings, will be accepted by that shift's Chief for a period of 14 calendar days starting with the roster or opening posting date. Thereafter, upon written request to the employee's Chief or his/her designee. That designee will grant the use of banked vacation hours on a first-come, first-served basis. Seniority (Section 9.4d) will be used when multiple requests are received on the same day requesting to use the same date.

(d) A seniority list of applicants will be created. Selections will begin with the most senior employee who will make one selection, then go the next senior and so on; there will be no limit to the number of selections an individual may make other than the need to maintain a minimum balance of zero (0) hours. Selection will continue until all openings are filled or the applicants have completed their selections. This will close those days to any other selections. Selections must be scheduled in no less than 24-hour increments.

(e) All selections made are final. There will be no trading or canceling of any of these selections with the exception of those taken during Kelly Day openings which may need to be forfeited.

Section 9.5. Sick Leave.

(a) Employees shall accrue sick leave at the rate of 72 hours for the first year of employment (three 24-hour shifts; 2.77 hours/pay period) and 144 hours for subsequent years of employment (six 24-hour shifts; 5.54 hours/pay period), with a maximum accrual of 2,280 hours (95 24-hour shifts).

(b) Whenever an employee with ten (10) or more years of service resigns, the employee shall have directed to the Post-Employment Health Plan one hundred percent (100%) of accumulated sick days with a maximum of 500 hours. Effective March 1, 2001, for those employees who retire and qualify for a pension, and for those employees granted a disability pension, the maximum sick leave payout is increased to 620 hours, all of which will be directed to the PEHP. Effective January 1, 2022, for those employees who retire and qualify for a pension, and for those employees granted a disability pension, the maximum sick leave payout is 600 hours, all of which will be directed to the PEHP. There shall be no cash payout to the employee of any accrued sick leave, in accordance with Article XI, Section 11.6.

(c) If an employee has 800 hours of banked sick leave as of January 1, he shall be eligible to receive in the month of January following the end of said year, a payout at the rate of one hundred percent (100%) for the difference between the sick leave hours accrued during that year less those sick leave hours used during that year. The first forty-eight (48) hours of such payment, if the employee is eligible, shall be directed to the Post-Employment Health Plan. Any hours available for payment above the first forty-eight will be paid to the employee if he so elects, or he may elect to defer the payment to the City's deferred compensation program or to the employee's HSA, if allowable. Effective January 1, 2018, and continuing, an eligible employee shall receive a payout as described above, except that any such payment shall not exceed 120 hours. All unused accrued sick hours exceeding the 120 hour maximum payout will remain in the employee's sick leave bank.

(d) In the event of death of an employee (not a retiree), the employee's beneficiary shall receive a payment equivalent to one hundred percent (100%) of all accrued but unused sick leave. The beneficiary shall be the individual designated by the employee as beneficiary under the group life insurance plan. If there is no life insurance policy in place, the beneficiaries shall be determined by the names entered on the "Designation of Beneficiary Form."

(e) In the event of illness of an employee's spouse or dependent children which is serious enough to warrant the presence of the employee, one (1) 24-hour day of accrued sick leave per incident may be used, with an annual maximum of three (3) such sick leave usage days. Additional sick leave beyond the three (3) days may be granted by the Fire Chief.

(f) In order to be eligible to direct sick leave payment at time of termination to the PEHP, an employee must give two weeks' notice of intent to resign or retire. The Fire Chief may waive this requirement in special circumstances.

(g) Sick Leave Donation. An individual employee may donate up to two 24-hour shifts per year to another employee in case of that employee's own serious medical condition or the serious medical condition of an immediate family member (as defined by FMLA). No employee may receive any donated sick leave until his accrued and banked sick leave accrual has been exhausted. No employee shall receive more than 30 24-hour shifts in any calendar year. Donations of sick leave will be taken from banked time and are not chargeable to annual sick leave payout eligibility. If the donated sick leave is for the employee's own serious medical condition, it will be considered an addition to the twelve calendar weeks of Family Medical Leave. If the donated sick leave is for the employee's immediate family member, the donated sick leave will be considered as part of the twelve calendar weeks of Family Medical Leave.

Section 9.6. Funeral Leave.

In the event of death in the immediate family, an employee shall be granted paid funeral leave of two (2) 24-hour shifts. Requests for funeral leave must be made and used within 10 calendar days following the day of death. Funeral leave will be granted under this section for employees on duty. Vacation or any other leave time will not be converted to funeral leave. For the purpose of calculating funeral leave, the first full day of absence shall be counted as the first day of funeral leave. Immediate family shall be defined as the employee's father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother and grandfather, grandchild or minor child's parent. "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. If an employee needs more than the funeral leave provided in this Section, he may request the use of accrued or banked vacation time or comp time. Employees who wish to attend a funeral for other than their immediate family may request the use of one accrued or banked vacation day to attend such funeral, as long as 24 hours' advance notice is given to the department and so long as the City is not required to hire back an employee to replace the absent Fire Fighter.

Section 9.7. Jury Duty.

When an employee is called for service as a juror on a shift he is scheduled to work, the employee 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. Any compensation provided in return for serving as a juror may be kept by the employee.

Section 9.8. Uniforms.

(a) The City will provide all uniforms, protective clothing and protective devices which the City determines are required of employees in performance of their duties, without cost to any employee. The list of uniform items which the City will provide is set forth below, or the City will provide substitute items which the City determines are appropriate. The City will replace any required uniform and equipment items through vendors selected by the City as such items become worn out or damaged, provided that the employee must turn in worn out/damaged uniform and equipment items to the representative designated by the Fire Chief and receive approval from such representative to replace the item or items; provided, further, that replacement will not be made for uniform and equipment items lost through employee negligence.

(b) The list of uniform items is:

Protective Clothing:

Fire Helmet	Bunker Coat	Bunker Pants	Fire Boots	Suspenders
Firefighting Gloves	2 Nomex Hoods	SCBA Face Piece	Truckman's Belt	Extrication Gloves

Class A Uniform Clothing:

2 Brushed Silver Name Tags	Class A Cap	Cap Badge/Bugles	Rank Cap Strap	1 Class A Dress Trouser
1 Class A Dress Coat	1 Dress Belt	1 Class A Short Sleeve Shirt	1 Class A Long Sleeve Shirt	1 Dress Shoe
1 Class A Tie (navy blue)	Badge			

Class B and Workout Uniform:

Class B Shirts (4 total, Short or Long)	2 Black Duty Shoes/Boot (1 may be athletic shoe for summer uniform)	1 Seasonal Coat with vapor barrier and liner	1 Garrison Belt (black)	Badge
3 Polo Shirts	1 Duty Work Shorts	4 Work Pants (navy)	1 Pair Winter Gloves	4 Work Tee-Shirts
2 Pullover Job Shirts	1 Exercise Shorts	1 Sweatshirt	1 Sweatpants	1 Summer Hat/ 1 Winter Hat

Section 9.9. Educational Pay.

There shall be education pay as follows:

(a) Thirty Hours. The City's education pay program shall be continued in effect for the term of this Agreement (pay increase as defined in Section 9.1) and shall be subject to the following conditions: Completion of thirty (30) hours of college credit in Fire service and EMS related courses.

(b) Associate Degree in Fire Science. Employees who currently hold, or who subsequently obtain, an Associate Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of two percent (2%) above the base salary rate as set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(c) Bachelor's Degree in Fire Science. Employees who currently hold, or who subsequently obtain, a Bachelor's Degree in Fire Science from an institution approved by the Fire Chief will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B. An employee with multiple degrees (associates, bachelors, masters) is only permitted to receive the pay increase for one degree.

(d) Master's Degree in Fire Science/Public Safety. Employees who currently hold, or who subsequently obtain from an institution approved by the Fire Chief a Master's Degree in Fire Science or Public Safety with a fire safety concentration will receive a pay increase of four percent (4%) above the base salary rate set forth in Appendix B. An employee with multiple degrees (associate's, bachelor's, master's) is only permitted to receive the pay increase for one degree.

Section 9.10. Longevity Pay.

Employees shall receive longevity pay as follows:

Service in Evanston Fire Department	Longevity Pay Based on Current Monthly Salary
Upon completion of 10 years of service but less than 15 years	1%
Upon completion of 15 years of service but less than 20 years	3%
Upon completion of 20 years of service but less than 25 years	4%
Upon completion of 25 years of service or more	6%

Section 9.11. Paramedic Differential.

Employees who are qualified as Paramedics shall receive a pay differential equivalent to 6% of the G step of the Firefighter salary per month above the employee's regular pay grade. The employee must remain qualified as a Paramedic to continue to receive the Paramedic pay.

Section 9.12. Five-Day Employees.

Employees who are scheduled to work a five (5) day, 37.5-hour work week, such as Fire Prevention Bureau members, shall receive benefits (e.g., vacation, sick pay, etc.) computed on a ratio of 37.5/49.8, except that said employees shall not receive Kelly Days. Employees assigned to a 37.5 hour week for light duty or to attend schools or for other training purposes shall continue to accrue vacation and sick leave benefits according to the 24/48 work schedule, shall not receive Kelly Days, and shall be paid overtime at the 24/48 rate. FPB assignments will be the decision of the Fire Chief or designee. Assignments as FPB/Investigator will be for a period of one (1) year, subject to removal by the Chief for non-performance, and renewable from year to year. Employees interested in becoming a Bureau inspector investigator shall express such interest in writing to the Fire Chief, who will consider such requests near the end of the incumbent's year assignment.

Section 9.13. Pay Differential.

Employees assigned as a Temporary Duty Assignment as a member of the Fire Prevention Bureau shall receive a pay differential above the employee's regular pay grade of \$3,600 per year. Said pay differential shall be made for any full or partial month where the employee is assigned as a member of the Fire Prevention Bureau.

Section 9.14. Special Team Leaders

Special Operations Team Leaders will be established for the following teams:

- Technical Rescue (Local and MABAS)
- Hazardous Materials (Local and MABAS)
- Surface Water Rescue (Local)
- Dive Team (MABAS)

Appointed Team Leaders with responsibility for a Special Operations Team will be paid \$750 per year while serving in such assignment.

Duties and Responsibilities

Under the supervision of the Special Operations Chief, the Team Leaders will have the authority and duty to coordinate, develop and complete the following for their respective teams:

- Coordinate with the Special Operations Chief and Division Chief of Operations annual training schedules for the team.
- Provide Division and Shift Chiefs with the team's annual departmental and MABAS Division 3 training schedules.
- Manage and record all team specific training for team members, including quarterly updates to Division Chief.
- Assist the Special Operations Chief in coordinating the attendance of MABAS Division Training.
- Develop annual Shift level training relative to their team.

- Complete annual inventory of their team's equipment.
- Assist Special Operations Chief in the scheduling of general service repair and maintenance of all team equipment.
- Assist Special Operations Chief in the development of an annual operating budget for their team.
- Complete and submit annual MABAS STAC and Medical Reports as well as MABAS Registration Forms as required.
- Ensure proper seasonal installation and removal of equipment (Wave Runners).
- Assist Special Operations Chief in selection of team members.

Appointed MABAS Special Operations Team Leaders shall maintain dual responsibility as Leader for a Local Response Team (if one exists) and will be paid an additional \$500 per year while serving in such assignment.

Local Team Leader Duties

- Develop shift support level training relative to their local team.
- While on duty, lead shift support level training through PowerPoints, hands on training and quarterly scenario based drills.
- Manage and maintain certification and training records for all local team members.
- Assist Special Operations Chief in the development of a separate annual operating budget for their local team.

Unless Team Leader chooses to utilize free time during the course of a duty shift, administrative duties, as defined above, shall be performed between 0830-1700 hours.

Special Operations Team Leaders will work on a shift schedule unless assigned to the FPB where they will be subject to the provisions of Article IX Section 9.12.

Qualifications for Technical Rescue, Dive and Haz-Mat:

- Selection will be made without regard to rank as Firefighter or Captain
- Current MABAS Division 3 Team Member in good standing
- OSFM Instructor II
- OSFM or NFA Incident Safety Officer
- Technical rescue or Haz-Mat certifications need to be at the OSFM Technician Level or equivalent for their team's disciplines
- Dive certifications through PADI, ERDI/DRI certifications for the following: Advanced Open Water, Public Safety Diver, Rescue Diver, Ice Diver

Applicants will be given 12 months to get the required certifications

Qualifications for Surface Water Rescue:

- Selection will be made without regard to rank as Firefighter or Captain

- Completion of the 40 hour Rescue Water Craft (RWC) training program
- Completion of the lifeguard training provided by the EFD / Evanston Lifeguards
- OSFM Instructor II
- Completion of a Boating Safety Course
- OSFM or NFA Incident Safety Officer
- Applicants will be given 12 months to get the required certifications

Selection

Assignment as Team Leader will be for a period of one year, renewable from year to year. Vacancies will be deemed to occur when an incumbent chooses to leave the position, or is removed by the Fire Chief for non-performance. In the event that vacancies occur, they shall be posted for 30 days. Members interested in becoming a Team leader shall express such interest in writing to the Fire Chief or designee.

The Fire Chief will make the selection of Team Leaders, after the posting period and selection process. In cases where multiple applicants are equally qualified (certifications/training) under this section, preference shall be given to those with the most seniority on the Special Team.

Section 9.15. EMS/Paramedic Shift Coordinator.

There will be three (3) EMS/Paramedic Shift Coordinators, one (1) for each shift. The employees assigned to this position will be paid an additional \$3,000 per year while serving in such assignment.

Duties and Responsibilities

Under the supervision of the EMS Division Chief, EMS/Paramedic Coordinators will have the authority and duty to coordinate, develop and complete the following:

- Review and process Shifts EMS reports on a daily basis. This will include requesting corrections and the filing of missing reports as needed.
- Coordinate with the EMS Division Chief and Division Chief of Operations annual EMS schedules for the Department.
- Assist EMS Division Chief in the scheduling and preparation of transport and non-transport vehicles for annual safety inspections and licensure.
- Attend and/or Chair EMS Committee Meetings for their respective Shift.
- Check email at the start of each Shift for EMS related updates, requests and work issues.
- Oversee the monthly-expired drug exchange for their respective Shift.
- Work with Shift Chiefs in the assignment of Paramedic Preceptors for new and transferring paramedics.
- Coordinate assigned preceptors on their respective Shift and resolve issues as they develop.
- All three (3) EMS/Paramedic Coordinators will meet with the EMS Division Chief to resolve issues within and across Shifts as needed.

- Assist in the administration of electronic PCR Program.
- Complete ongoing inventory of EMS equipment and order supplies as needed.
- Quality assurance review of random and anonymous EMS reports on a weekly basis for periodic training sessions.

Unless the Coordinator chooses to utilize free time during the course of a shift duty, administrative duties, as defined above, shall be performed between 0830-1700 hours.

The EMS/Paramedic Shift Coordinator will work on a shift schedule assigned to the FPB where they will be subject to the provisions of Article IX Section 9.12.

Qualifications

- Selection will be made without regard to rank as Firefighter or Captain, provided the applicant have a minimum of three (3) years' experience as an EMT-P with the St. Francis EMS System and three (3) years' experience with the Evanston Fire Department overall
- Any Firefighter applicant must be a certified St. Francis/EFD Preceptor
- EMT-P in good standing
- ACLS and PALS Certifications
- Applicants will be given 12 months to get the required certifications, including preceptor

Selection

The selection of EMS/Paramedic Shift Coordinator will be made by the Fire Chief or designee after posting of the position for thirty calendar days, giving all interested applicants the opportunity to apply.

Assignment as EMS/Paramedic Shift Coordinator will be for a period of one year, renewable from year to year. Vacancies will be deemed to occur when an incumbent chooses to leave the position or is removed by the Fire Chief for non-performance. In the event that vacancies occur, they shall be posted for 30 days. Members interested in becoming EMS/Paramedic Shift Coordinator shall express such interest in writing to the Fire Chief or designee.

Section 9.16. Deferred Compensation Program.

The City agrees to co-administer a deferred compensation program (known as a 457 plan) sponsored by the IAFF for members of the bargaining unit. There will be a one-time \$25 charge to each participating employee to offset the City's cost in adding a new program.

ARTICLE X
Hours of Work and Overtime

Section 10.1. Normal Workday and Work Cycle.

The normal shift schedule for Fire Fighters whose principal assignment is fire suppression and/or EMS duty shall be twenty-four (24) consecutive hours of duty, normally beginning at 7:00 a.m., followed by forty-eight (48) consecutive hours off duty. The normal work cycle for such Fire Fighters shall be nine (9) such twenty-four (24) hour shifts within a twenty-seven (27) day work period. The hours thus generated shall be reduced by scheduling a "Kelly Day" off duty every ninth duty day to produce an annual average work week of 49.8 hours per week. The City shall schedule the Kelly Days as provided in this Section.

In the event the City regularly schedules an employee or employees for a duty schedule other than the normal schedule:

1. The duty schedule shall be as described in Section 9.12 of this Agreement;
2. Employees moving from a 37.5 hour work week for mandatory training back to a 24/48 shift schedule shall receive time and one half for all hours worked over 49.8 in the week they return to a 24/48 shift schedule;
3. the Fire Chief will grant an interview to the affected employee to provide an opportunity to discuss any complications with such a schedule change before the schedule change is put into effect; provided, however, the City will request and consider volunteers before making a change on a mandatory basis. To be eligible for the Kelly Days provided for in each year of this Agreement, the employee must be an employee of the Department as of January 1 of that year. If an employee is not an employee of the Department as of January 1, he shall be eligible for one Kelly Day (one 24-hour shift) in that year for each twenty-seven (27) days of employment.

Section 10.2. Overtime.

- (a) Overtime shall be defined as all hours worked in excess of the scheduled normal work day.
- (b) Overtime shall be paid at the rate of one and one-half the hourly salary rate for all hours worked in excess of the scheduled normal work day. All scheduled, voluntary overtime shall be paid at the rate of one and one-half the hourly salary rate based on time worked. All mandatory overtime and all unscheduled overtime (i.e. emergency call back or hireback to fill a department need) shall receive a minimum of four hours pay at one and one-half his/her normal rate.
- (c) Overtime pay shall be calculated to the nearest one-quarter hour.

- (d) If the City schedules mandatory training hours on off-duty time and directs an employee in writing to attend, the employee shall receive double time pay for said hours, except:
- i. new employees attending mandatory training as a condition of employment shall be paid at the rate of time and one-half; and
 - ii. Fire Officers attending up to 16 hours per calendar year and Shift Chiefs attending up to 12 hours per calendar year of mandatory training in supervisory and/or management skills shall be paid at time and one-half. If the mandatory training session is held on the employee's vacation or Kelly Day, the employee will not be required to attend on that day. The minimum set forth in subsection (b) shall not apply.
- (e) Employees assigned to a 37.5 hour work week schedule shall be paid overtime for all hours in excess of 7.5 hours per day.

Section 10.3. Compensatory Time.

An employee who is scheduled to work beyond his normally scheduled hours of work may request to take compensatory time in lieu of pay. The employee shall be entitled to one and one-half hours of compensatory time for all hours in excess of his normal work schedule.

When an employee works a hire-back or otherwise earns compensatory time off, he may elect to bank the hours as compensatory time in lieu of receiving monetary compensation in that pay period.

In consideration of the City offering the use of compensation time in accordance with this section, the City and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of compensatory time under circumstances which both parties agree would constitute an "undue disruption" of the Department's operations.

This section will allow employees use compensatory time to take time off at a future date, even during times when Shift Vacation Calendar might otherwise be full and would prevent normal scheduling of time off.

<p>Effective January 1, 2012, any time previously accrued and categorized as Compensatory Time will be transferred hour for hour into a Hire Back/Comp Time Bank and be re-categorized as Hire-Back Comp/Time (HBCT)</p>

The following procedure shall be followed for utilizing the HBCT option:

Notice of Banking a Hire-Back: When an employee elects to bank a Hire-Back, the employee shall notify the Shift Chief in writing using the HBCT Request Form. Time will be banked at a time and one half rate (e.g., a 24 hour hire back would result in 36 hours of HBCT).

Requesting to Use HBCT: In order to request the use of HBCT, the employee must have the time in the bank. The time must be requested in increments of four (4) hours. A HBCT Form shall be completed by the employee and submitted to the Shift Chief. All requests will be recorded with the date and time they are received and shall be submitted to the Shift Chief no later than three shift days (216 hours) prior to the beginning of the shift day in which the HBCT will be used. Employees must have enough time in their HBCT bank to cover the request at 1.5x the request.

Filling Hire-Back Bank Requests: Requests for HBCT use will be prioritized in the date and time order in which they are received. If the requirements of a specific assignment cannot be met (e.g., Officer, FAO, etc.), the requests will be denied. The requesting employee may increase requested time increment at a later date to make the slot more attractive and more likely to be filled but an employee may submit no more than three requests for any particular date.

Any Hire Back caused by the employee using the compensatory time will be charged against the employee's HBCT: The scheduled employee's HBCT Bank shall be reduced by time and one half for each hour granted off (e.g., 24 hour hire-back at time and a half equals 36 hour reduction in HBCT Bank).

If no hire-back is required: The employee taking the leave shall his HBCT Bank reduced hour for hour (e.g., 24 hours off equals 24 hours reduction in HBCT Bank).

Overage Costs: The City shall incur no additional overtime costs due to HBCT usage. In the rare case where an over run/holdover occurs, the employee using the HBCT shall have two options:

1. The requesting and covering employees may mutually agree that the overage/holdover time will be considered an emergency duty trade subject to approval of the Shift Chief and there will be no additional balance reduction or additional compensation.
2. The overage time will be charged to the employee's HBCT Bank and will be reduced accordingly to cover the overage.

Cash Out: If an employee elects to do so, a HBCT Request Form will be completed by the employee and submitted to the Shift Chief. An employee may cash out their HBCT Bank at the final pay period of the fiscal year for any remaining HBCT bank time. Employees may not carry over from one fiscal year to the next more than 72 hours. The HBCT record will be administered through Fire Headquarters.

As a one-time consideration under this Agreement, the City agrees to add thirty-six (36) hours to every employee's floating holiday bank no later than one (1) month after the effective date of this Agreement; thirty-six (36) hours to every employee's floating holiday bank as soon as practicable but no later than

January 31, 2020; and thirty-six (36) hours to every employee's floating holiday bank as soon as practicable but no later than January 31, 2021. An employee shall have the option of cashing out the 36 hours, deferring it to deferred compensation, or using it as HBCT in accordance with this Section. Any part of the 36 hours not cashed out or used by the end of the year, will be paid out to the employee's PEHP account.

Section 10.4. Saturday Schedule.

Saturday shall be a regular work day and employees shall perform normal work day assignments, except where the Saturday is a holiday under Section 9.2 (c) where a holiday work schedule is observed.

Section 10.5. Trade Policy.

A firefighter may trade with a firefighter and a captain may trade with a captain. Whether the individual is a paramedic will not be taken into account in granting or denying a trade, so long as there will be no need to hire back a firefighter/paramedic in order to have sufficient firefighter/paramedics on duty, should a trade be granted.

A Shift Chief may trade with another Shift Chief or with a Fire Captain who is a member of a pool of Acting Shift Chiefs established by the Fire Chief. Effective March 1, 2005, a Fire Captain may trade with an Acting Captain, with a maximum of one such trade per shift. Trades under this provision will be approved on a first come, first approved basis.

There shall be a maximum of twelve (12) exchange of duty trades (288 hours) per year per employee.

Exchange of tours of duty shall not exceed three consecutive tours of duty and may not be bridged by any other form of paid or unpaid time off, except that bridging of three trades or less shall be permissible.

Each trade of tours of duty must be repaid within 12 months of the trade.

Exchange of Kelly Days must be completed within the calendar year.

In addition to the foregoing, the parties agree that if administrative problems arise concerning shift trade rules and regulations, the parties will use their best efforts to resolve these differences at labor-management meetings pursuant to the labor contract.

ARTICLE XI
Group Insurance

Section 11.1. Group Life Insurance.

The City's group life insurance program shall be continued in effect for the term of this Agreement, and the City's fifty percent (50%) contribution shall continue. Further, during the life of this Agreement, the City shall offer a Universal Life Insurance Program, and the employee will pay one hundred percent (100%) of the cost of the premium.

Section 11.2. Group Hospital-Surgical-Major Medical Insurance.

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

(b) As of January 1, 2019, employees covered by PPO 1, PPO 2, HMO Illinois, and HMO Blue Advantage will continue to fall in the below tiers and contribute the following percentage (%) of total premium costs, which shall be deducted from their employee paychecks:

<u>Tier</u>	
Employee	10%
Employee + 1 or 2 Children	8%
Employee + Spouse/DP	9%
Family	10%

The contribution amounts for the Employee + 1 or 2 children and Employee + Spouse/DP tiers will be calculated as a percentage of the total family premium cost.

(c) Effective January 1, 2020, employees will fall in the below tiers and contribute the following percentage (%) of total premium costs, which shall be deducted from their employee paychecks:

<u>Tier</u>	<u>Plan</u>	<u>Percentage</u>
Employee	HMO	12%
	PPO	15%
Employee + 1	HMO	10%
	PPO	13%
Family	HMO	12%
	PPO	15%

The contribution amount for the Employee + 1 will be calculated as a percentage of the total family premium cost. As of January 1, 2020, the Employee + 1 or 2 children and Employee + Spouse/DP tiers no longer exist.

Deductible amounts for PPO plans are as follows:

	<u>PPO1</u>	<u>PPO2</u>
Single In Network:	\$500	\$1000
Family In Network:	\$1500	\$2000
Single Out of Network:	\$1000	
Family Out of Network:	\$3000	

(d) Former bargaining unit employees who are retired and are receiving a current Illinois fire 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. Payment shall be by means of deduction from the pensioner's Fire Pension Fund check.

(e) Upon request, the City shall provide the Union with information and documents relating to existing programs and any proposed changes. The City will notify the Union of any changes made to the City's medical insurance program 30 days prior to the effective date of such changes. The City will notify the Union of any changes made by the providers of the City's medical insurance program within 15 days of receiving such notice from the provider.

In the event, however, the City exercises the right to change insurance carriers for part or all of the life/medical insurance program or to self-insure any or all said programs, benefit levels shall remain substantially the same.

In the event that City-instituted changes result in overall benefit levels that are no longer reasonably comparable to those which predated the changes, the Union shall have the right, within thirty (30) days of the insurance changes taking effect, to demand impact and effects bargaining over the City's changes by so notifying the Director of Human Resources in writing. The parties shall then promptly meet and negotiate in good faith over the impact and effects of the changes.

The City may elect to implement the changes during the pendency of impact and effects negotiations. The Union shall have the right to identify another economic item (other than time off or this insurance program language) to include in such negotiations. The parties shall negotiate as to the impact and effects of the City's changes and the item identified by the Union for a period of thirty (30) days or longer if the parties mutually agree. After thirty (30) days if the dispute is not resolved, either party may invoke interest arbitration. The arbitration shall be conducted in accordance with Section 14 of the Act except that the impartial arbitrator shall be selected in accordance with the procedures of Article VI of this Agreement. The Arbitrator shall not have the authority to modify the changes in the insurance program, but if he determines that the changes made in light of all the circumstances warrant the consideration of the parties' final quid pro quo offers, he shall have the authority to do so.

Section 11.3. Section 125 Plan.

The City will continue to offer a Section 125 Plan for employee contributions under this Article.

Section 11.4. Dental Plan Option.

The City shall continue to offer the choice of two dental insurance plans to all employees eligible for insurance coverage. Employees who enroll in one of the dental plans will be required to stay in the plan for at least one year before changing plans or dropping out entirely. There will be no contribution by the City to either of the dental plans; the employee will pay 100% of the cost of the premiums.

Section 11.5. Medical Insurance – Line of Duty Death.

In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive continuation dependent coverage as specified under federal law, except that the City will contribute toward the costs of such coverage the equivalent amount paid for the costs of such coverage applicable to other employees covered by this Agreement, which may change from time to time.

Section 11.6. Post-Employment Health Plan.

The City agrees to participate in the Post Employment Health Plan for Collectively Bargained Public Employees ("Plan") in accordance with the terms and conditions of the Plan's Participation Agreement, a copy of which is attached to this Agreement. The parties hereto designate Genesis to act as Administrator and Bank of America to act as Trustee for the Plan, or its successors appointed in accordance with the Plan and Trust documents. The City agrees to contribute to the Plan on behalf of the employees covered by this Agreement. After the effective date of this Agreement, the City shall contribute to the Plan for each eligible employee, the amount of \$70 per paycheck, except that when there are three paychecks in a month, the \$70 will not be deducted from that paycheck. Additionally, for employees eligible for the annual sick leave payout described in this Agreement the City shall contribute the first forty-eight (48) hours of such payout eligibility to the Plan. Finally, upon termination, 100% of the eligible employee's sick leave balance that would otherwise have been paid to the eligible employee as described in this Agreement had the City not participated in the Plan shall be contributed to the Plan.

Effective January 1, 2022, and continuing, the City shall add twenty-four (24) hours to every employee's floating holiday bank on or before the first paycheck in January of each year. The 24 hours will be directed to each employee's PEHP account on or before the first paycheck in February of each year.

Section 11.7. Health Insurance Opt-Out.

Employees who elect to drop City medical coverage, because that employee is covered by another group plan, shall receive payment from the City of \$1,800.00 per year.

ARTICLE XII

Labor-Management Conferences

Section 12.1. Meeting Request.

The Union and the City agree that in the interest of efficient and effective operation and management and in the promotion of harmonious employee relations, quarterly meetings will be held in January, April, July and October, at a mutually agreed date. More frequent meetings may be held if mutually agreed. Either party may provide a written agenda. The City and Union shall each designate two representatives (and one alternate) to attend such meetings. The names of members and alternates may be changed annually. In addition, either the City or the Union may designate up to two (2) additional representatives who are City employees. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement.
- (b) a sharing of general information of interest to the parties.

Section 12.2. Content.

It is expressly understood and agreed that such meetings shall not be a part of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 12.3. Procedures.

If a labor-management meeting is scheduled during an employee's normal work day, the employee shall be compensated for time lost from the normal straight-time work day. Minutes of labor-management meetings shall be prepared and any agreement reached shall be committed to writing and signed prior to implementation.

ARTICLE XIII
General

Section 13.1. Safety.

The City and the Union desire to maintain safe working conditions. Employee suggestions concerning safety will be considered fully and prompt responses will be given. The Union and the City agree to continue the joint labor/management efforts to develop a strategic plan for the department. This includes evaluating the Fire Department's effectiveness, efficiency and safety of all departmental operations including but not limited to fire suppression, emergency medical service, and special operations delivery in order to protect the public and members of the Fire Department. This evaluation will include a review of relevant local/state policies, regulations, statutes, fire department accreditation resources, NFPA standards including NFPA 1710 and any other information that assists in development and implementation of the departmental strategic plan.

Section 13.2. Exchange of Duty.

The Fire Chief or his designated representative may grant the request of any two employees covered by this Agreement to exchange tours of duty, or Kelly Days off, pursuant to criteria specified in the Side Letter of Agreement attached to and made a part of this Agreement as Section 10.5.

Section 13.3. Rate of Pay for Serving in Higher Rank.

When an employee is temporarily assigned in a higher paying rank, and such temporary assignment continues for four or more consecutive hours, the employee shall be paid at the same step in the higher rank to which they are assigned for each full 24-hour shift.

When a Qualified Driver is temporarily assigned to a FAO for four (4) or more consecutive hours, the employee shall be paid \$20 for each full 24-hour shift. The City shall negotiate with the Union the criteria which the City uses in making temporary assignments and any significant changes which the City makes in these criteria.

Section 13.4. Outside Details.

When an employee is assigned to an outside detail, the pay rate shall be \$50 per hour regardless if the detail is voluntary or mandatory, with a three hour minimum, except there shall be no payment in situations where a firefighter volunteers to serve without pay as a civic contribution. Any outside detail must be sanctioned and signed off by the Fire Chief or his designee. When details are sanctioned, our participation will be mandatory. Volunteers will be solicited. Should the volunteer number be insufficient, members will be mandatorily assigned to the detail. The outside detail list will be used to make any mandatory detail assignments. In the unlikely event that we are unable to secure anyone for the detail using the detail list, the standard hire back list for staffing will be used

as a last resort. The person will still be paid at the detail rate according to Section 13.4.

MABAS Resource Deployment

This section of the contract covers a MABAS Resource Deployment which mobilizes MABAS resources for a large scale incident response over an extended time period where the City is reimbursed through the Federal or State government. This section does not cover MABAS Mutual Aid and MABAS Task Force responses. All deployments must be approved by the Fire Chief and are subject to the following:

Teams of five (5) or less will consist of at least:

- One Captain or Acting Captain or Shift Chief
- One FAO/QD (if an Evanston vehicle is used)

Teams of six (6) or more will consist of at least:

- Two Captains or Acting Captains or Shift Chiefs
- One FAO/QD (for each Evanston vehicle used)

A selection list shall be created for all ranks of Shift Chief and below. Selection from the list will be based upon the following factors in order of importance:

1. Specific needs/talents as determined by the affected jurisdiction or request.
2. Individual qualifications as stated above.
3. No more than one Shift Chief or two Captains will be allowed for any deployment (unless approved by the Fire Chief)
4. Date of last deployment (as of 8/21/09)
 - a. Those with the most recent deployment date would move to the bottom of the list.
 - b. If there is no previous deployment date or a tie in dates, seniority in time on the job will be the determining factor.

In past deployments, there has been little or no advance notice. The City will work with the Union to implement a system that will provide a rapid, redundant and verifiable means to contact all employees to notify them of the deployment request.

Members selected for approved deployments will be compensated in accordance with Article X, Section 10.2.

Section 13.5. Additional Duties.

The City will not add duties which are unrelated to the Fire Department without prior agreement of the Union.

Section 13.6. Joint Safety Committee.

There shall be a Joint Safety Committee comprised of three employee members selected by the Association and three members selected by the City. The Association and the City shall advise the other party of the names of its members and any change in names. There shall be regular quarterly meetings of the Committee and additional meetings as needed.

The Joint Safety Committee shall:

- (a) develop its own procedures for effective operation, including the taking of minutes of Safety Committee meetings and the review and approval of minutes at the subsequent meeting;
- (b) review and discuss any and all matters pertaining to the safety of employees while on duty;
- (c) make recommendations to the City concerning facilities, apparatus, protective equipment, protective clothing, procedures, accident prevention, or other safety matters;
- (d) encourage employees to comply with safety rules, regulations and procedures which the City issues from time to time;
- (e) process and resolve, to the extent possible, employee safety complaints which have not yet become formal grievances. The Fire Chief or his designee will meet with the Joint Safety Committee within five (5) working days of receipt of a safety complaint for resolution. After an attempt is made to resolve a safety complaint at such meeting of the Joint Safety Committee, an unresolved complaint may be filed directly at Step 2 of the grievance procedure, if the Association so elects.

Section 13.7. Formal Training,

The City has enacted an Ordinance calling for participation in the Illinois Fire Protection Training Act.

- (a) The City and the Union agree that it is in the best interest of the City for its employees to participate in training drills and courses. At times, training evolutions are designed to create live scenarios to better develop knowledge and skills for employees.
- (b) The City recognizes that such drills and courses are as dangerous to employees as a live incident.
- (c) Employees that are approved instructors by the City shall be qualified in the subject area. They shall be trained in all NFPA and OSHA standards that may apply for safe training. All courses shall be approved by the Safety Committee thirty days prior to the training date. If an acquired structure or practical course becomes available that would not allow for the 30-day lead review, the requirement may be waived with the approval of the course by both of the joint Labor/Management Safety Committee Co-Chairs. All live fire training will be in accordance with NFPA 1403.
- (d) Training given by MABAS Division 3 shall be approved by the Training Committee thirty days prior to the employee participation. The City shall not have other events or training that would require remaining companies to be on second-calls while employees are involved in a MABAS Joint Training Drill and a frontline suppression vehicle is taken out of service.

(e) Front-line suppression vehicles shall be allowed out of service for training for no more than 4 hours and 30 minutes.

(f) Employees who participate as a MABAS Division 3 instructor for approved MABAS Division 3 training or as a NIPSTA Instructor for other classes will be an independent contractor for NIPSTA and not covered under the City's Workers' Compensation Program. However, the employee may request to use City equipment for the class with the approval of the Fire Chief or his designee.

Section 13.8. Mutual Aid.

It is not the City's intention to use mutual aid to avoid callbacks.

Section 13.9. Pension System.

The pension and retirement benefit and the administration thereof shall be in accordance with the Illinois Firemen's Pension Fund for the duration of this Agreement.

Section 13.10. Light Duty.

If an employee is injured or recuperating and cannot perform normal duties, the City may make a fire-related light duty assignment, if the City determines such assignment is in its best interests, such light duty work is available, if the employee is medically able to perform such light duty, and provided there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. Except as otherwise provided below, light duty assignments shall be on a thirty-seven-and-one-half (37.5) hours work schedule in accordance with Section 9.12.

For employees with off-the-job injury/illness, in addition to the above conditions, employees may only request light duty after using at least five 24 hour shift days (120 hours) of sick leave. Employees who have less than 5 days (five 24-hour shift days or 120 hours) of sick leave must use the hours they have before requesting light duty. Employees may only request light duty for up to 90 calendar days at which time an extension may be granted by the Fire Chief or his designee.

All bargaining unit members will receive equal consideration in application of this Section. There shall be no loss of sick pay while an employee is on light duty unless the employee chooses to use sick leave to take off for illness from his light duty assignment, at which time 8 hours of sick time will be deducted for each light duty day missed.

An employee assigned to work light duty on a 37.5 hour schedule will report to Fire Department Headquarters on the day he is directed and will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays.

The Fire Chief may assign an employee on light duty to a 24/48 restricted duty schedule. The Fire Chief or his designee will make that determination based upon the illness/injury of the employee, medications being taken, office projects that need to be completed and the qualifications of the employee making the request. A member's assignment to a 24/48 hour or 37.5 hour light duty schedule may be altered by the Fire Chief or designee.

Employees who are assigned a 24/48 hour restricted duty schedule will work a shift and will follow the standard 24/48 hour schedule including Kelly Days and taking their vacation days.

Nothing herein shall be construed to require the City to create light duty assignments for an employee, or to provide light duty work when such assignments may be available. Employees will only be assigned to light duty assignments when the City in its discretion determines that the need exists and only as long as such need exists.

Section 13.11. Bulletin Boards.

The City will provide bulletin boards in each fire station for the Union to use for postings regarding Union business. The City reserves the right to require prior approval of postings.

Section 13.12. Job Descriptions.

The Association will be provided with a 30-day advance notice of all changes or additions to the job descriptions of all classifications within the bargaining unit.

Section 13.13. Credit Union Checkoff.

Upon receipt of a signed credit union checkoff authorization in a form approved by the City, the City agrees for the duration of this Agreement to deduct from such employee's pay, amounts to be paid to the Evanston Fireman's Credit Union. Deductions shall be made twice monthly on the first and second City payday of each month and shall be remitted on an expedited basis in the form of an "Advance Check" to the person designated in writing from the Credit Union to receive such deductions. The City has the right to establish reasonable administrative rules in regard to the Credit Union checkoff. It is understood that the City shall take no part in the affairs of said Credit Union and shall have no liability for, nor responsibility to the Credit Union, except for the payroll deduction set forth in this Section. Continuation of this Section is contingent upon said Credit Union conforming to the provisions of the Illinois Credit Union Act.

Section 13.14. Bed Linens.

The City shall continue its practice of providing initial issue of bed linens and replacement issue of bed linens upon employee request, so long as the employee making the request turns in the worn out bed linens.

Section 13.15. Sick Leave Rules.

(a) In the event an employee is unable to report for work due to illness or injury, he/she must inform his/her Department Head or Supervisor by the time designated by the Department 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. Failure to report for three consecutive duty days may result in termination.

(b) The Fire Chief may make any appropriate investigation or establish reasonable controls to prevent the abuse of sick leave. Proof of illness or disability in the form of a medical certificate from the attending physician, the City's physician or a nurse practitioner will be required for any absence of two consecutive duty days or more, and will be required for any absence due to sickness or injury once an employee has used 72 hours of sick leave in any calendar year. Abuse of sick leave based on false claims of illness or injury, or falsification of proof to justify such sick leave will be cause for loss of pay and disciplinary action.

(c) Grounds for suspecting abuse of sick leave include, but are not limited to, information received by the City that the employee is, or was, during any day for which sick leave is claimed:

- i. Engaging in other employment; or
- ii. Engaging in activity or being present in a place inconsistent with a claim of illness or injury.

(d) Excessive use of sick leave, repeated instances of inadequate notice to supervisors requesting the use of sick leave, and requests for or use of sick leave under suspicious circumstances (such as a request which immediately follows the employee's being assigned to a particular job or task or repeated absences immediately preceding or following weekends, holidays or vacation periods, etc.) shall also be grounds for suspected abuse of sick leave.

(e) Actual abuse of sick leave shall subject an employee to discipline up to an including discharge. Abuse of sick leave consists of:

- i. Unjustified or unsubstantiated use of sick leave (as in cases where a doctor's certificate is required but not supplied, or in cases where the doctor's certificate or employee statement fails to substantiate the employee's claim of illness or injury requiring the employee to be off work); or
- ii. Unjustified failure to give adequate notice to the City of the use of sick leave; or
- iii. Falsification of a written, signed statement by the employee or of a doctor's certificate.

(f) In reference to Article IX, Section 9.5(e), an employee will be required to produce a medical certificate after using three (3) days of sick leave for employee's spouse or dependent child.

Section 13.16. Hearings.

The City and the Union shall each be responsible for the compensation of their own witnesses and/or representatives who attend hearings where the Union and the City or the Union and the employee are parties (for example, court hearings, State Labor Board hearings); provided, however, that one employee shall be released from duty if necessary to attend such hearing without loss of pay. If the employee or Union wishes that additional employee representatives or witnesses be present, those employees shall be released from work pursuant to Section 13.2, Exchange of Duty, if the employee requests such exchange.

Section 13.17. Physical Fitness Program.

(a) General. The City and the Union recognize that employees should be in good physical condition in order to perform their work effectively and safely and to protect themselves, co-workers and citizens. The City recognizes that it has a responsibility to provide a safe working environment, consistent with the inherent risks and hazards of the work, including but not limited to, insuring that employees are physically fit to perform their work. The approach of this Article shall be positive, and the objective shall be to ensure that employees are fit for work, rather than to discipline or otherwise adversely affect employees. The parties will continue to work through the Joint Safety Committee to achieve the objectives of this Article.

(b) Medical Examinations. The City shall provide and pay for a medical examination for all employees covered by this Agreement, on a periodic basis, in order to evaluate the employee's fitness for duty. The examination shall include those factors which are determined medically appropriate, including electrocardiogram and/or exercise stress tests where appropriate and shall utilize NFPA 1582 Standard on Medical and Physical Performance Requirements for Fire Fighters as a guide in the City physician's determination.

(c) Employee Safeguards. Confidentiality of files under this Section shall be maintained. The City will receive from the medical evaluation only a report that the employee was fit or unfit for duty. Details of the medical examination shall be submitted to the employee, not the City, except that if the employee is determined unfit for duty, the City shall be supplied with that medical information which the physician believes is appropriate in order to evaluate the employee's medical suitability for continued work and/or rehabilitation. If the City receives an unfit for duty medical report, the City will, consistent with the medical evaluation, take into account such factors as medical evaluation from the employee's own physician, referral to a third independent physician, education, training, re-evaluation, medical leave, referral to light duty and/or employee rehabilitation. The City will take every medical step reasonably appropriate under the

circumstances to enable an employee to return to duty and, consequently, a decision to terminate an employee's employment for unfitness for duty shall only be made as a last resort.

(d) Physical Performance. The Department shall adopt a physical exercise program required for participation by all employees. The Department will provide and maintain exercise equipment for employees to utilize at each Fire Station. Recommendations concerning specific exercise equipment and the particular fitness or exercise program shall be developed by the Physical Fitness Committee.

(e) Grievance and Arbitration. Any action taken by the City declaring an employee medically unfit for duty shall be subject to grievance and final and binding arbitration pursuant to Section 6.3 of this Agreement. In the event that the City unilaterally adopts a particular exercise program, employees shall participate in the program in good faith, but no discharge or demotion as a result of such participation shall become effective until such time as any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program are resolved. Any disputes between the City and Union as to the reasonableness or validity of any unilaterally adopted exercise program shall be subject to final and binding grievance and arbitration under Section 6.1 and Section 6.3 of this Agreement. If the Union so desires, it may raise a potential grievance under this Article in writing at a meeting of the Joint Safety Committee, prior to filing a grievance, in which event if the complaint remains unresolved, the grievance will be filed directly at Step 2 of the grievance procedure.

(f) Voluntary Wellness and Fitness Program: The City and the Union agree to establish a voluntary employee wellness and fitness program. To participate in the program, the employee must receive and pass the annual medical examination in accordance with Section 13.17 (B).

The employee must also:

- Abstain from use of tobacco products and pass nicotine metabolite (cotinine) test.
 - Any employee who is found to have a cotinine value between 100ng and 299ng is entitled to request one retest to verify the results, provided the employee requests the retest to the Chief within 48 hours of receiving the results.
 - Any employee who receives a test value of 300ng or more is not entitled to a retest.
- Participate in a regular exercise program within the guidelines of Department SOG.
- Pass 7 of the 8 fitness assessment exercises administered. Must pass body composition and VO2max.

Fitness Assessment Passing Scores

MALE

Exercises	21-30 yrs old	31-40 yrs old	41-50 yrs old	51+
Push-ups	35	30	25	20
Plank	90 sec.	75 sec.	60 sec.	45 sec.
Grip Strength	100	100	100	100
Curl	100 lbs	90 lbs	80 lbs	70 lbs
Squat	225 lbs	185 lbs	145 lbs	105 lbs
Sit and Reach	14	14	14	14
VO2max	40	40	40	40
Body Comp.	18-19%	19-20%	20-21%	21-22%

FEMALE

Exercises	21-30 yrs old	31-40 yrs old	41-50 yrs old	51+
Push-ups	24	21	18	14
Plank	90 sec.	75 sec.	60 sec.	45 sec.
Grip Strength	70	70	70	70
Curl	70	65	56	49
Squat	225 lbs	185 lbs	145 lbs	105 lbs
Sit and Reach	14	14	14	14
VO2max	40	40	40	40
Body Comp.	28-29%	29-30%	30-31%	31-32%

Test will be given in this set order:

1. VO2max
2. Sit and Reach
3. Plank
4. Squat
5. Push-ups
6. Curl
7. Grip Strength
8. Body Composition

Employees meeting these requirements shall receive a \$500 stipend toward medical expenses for the following calendar year. This stipend shall be applied to reduce the monthly amount of the employees' contribution to the health insurance plan selected by the employee.

Section 13.18. New Classifications.

If the City creates new classifications within the bargaining unit, the Union shall be provided with thirty (30) days' advance notice. The parties shall meet over a period of at least forty-five (45) days at mutually agreeable times and negotiate with respect to wage rates, hours and other conditions of employment for the new classification. Each party's representative shall give fair consideration to the other party's proposals. In the event the parties are not able to reach agreement,

any disputes as to the City's or Union's proposals that constitute a mandatory subject of bargaining shall, at the election of either party, be referred to arbitration for resolution in accordance with the procedures of Section 14 of the IPLRA, as modified below, except that the neutral chairman shall be selected in accordance with Section 6.3, Step 4 of this Agreement.

The arbitrator's authority as to any dispute as to wage rates shall be to determine whether the wage rate for the new classification bears a proper relationship to the wage rates of the classification set forth in the labor contract. Any disputes as to other issues shall be determined in accordance with applicable standards of Section 14(h).

In any arbitration under this Section there is a presumption that the hours and other conditions of employment in the Agreement shall apply to the newly-created classification. Should the party asserting that the existing hours and other conditions of employment contained in the Agreement are inapplicable to the newly-created classification, fail to establish the unique character of the newly-created classification, the interest arbitrator shall proceed no further as to issues relating to hours and other conditions of employment. If, however, the interest arbitrator is satisfied that the newly-created classification presents unique circumstances requiring the establishment of hours and/or other conditions of employment which differ from those included in the Agreement, that interest arbitrator shall decide those issues under the statutory criteria and procedures established by Section 14(h) of the IPLRA. The arbitrator must address the issue of the asserted inapplicability of the existing hours and conditions of employment to the newly-created classification before proceeding to the wage issue in dispute.

Section 13.19. Maintenance of Service Levels.

The parties recognize and acknowledge the following standards of service:

(a) The parties have jointly committed to maintain safe working conditions as described in Section 13.1 of this agreement.

(b) "The Fire Department exists, 24 hours of every day, to protect life, property, and the environment. We will provide superior quality fire suppression, emergency medical services, fire prevention, public education, technical and special rescue, non-emergency and support services: to prevent or minimize situations that affect the people we serve."

(c) The City Council has determined that this purpose is presently accomplished by maintaining daily staffing levels in accordance with the budget appropriated and adopted for fiscal years 2012-2013, which may be subject to change by City Council after compliance with the dispute resolution procedures of this agreement.

(d) The present daily staffing levels ensure the safety of employees and protection of the life and property of citizens because staffing levels are sufficient to ensure that companies responding to emergency calls have the staffing necessary to be effective and respond within the department's average response time.

(e) The parties acknowledge that the present daily staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. In the event the City believes changes in present staffing levels are necessitated by changed circumstances, the City shall notify the Union of the reasons for any changes and upon written request from the Union, within ten calendar days, a Labor-Management meeting shall convene to discuss and negotiate in good faith as to the City's proposed changes. If the parties are unable to come to an agreement within 20 days, either party may invoke interest arbitration in accordance with § 14 of the Act, except the mediation shall be waived. The single arbitrator shall be selected under the procedures of the collective bargaining agreement except the parties shall select the arbitrator from the first panel received within seven days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven days of the arbitrator's appointment. The hearing shall thereafter be conducted and concluded within ten (10) days of the arbitrator's appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven (7) days thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

(f) The Union agrees that during these discussion and negotiations prior to impasse, it will direct all correspondence and inquiries to the City's appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council's approval.

(g) This side letter of agreement shall expire (sunset) at 11:59 p.m. on the 31st day of December, 2022, and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement. The parties agree that the provisions within this side letter of agreement and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing herein shall constitute a waiver of either party's position as to whether or not minimum manning is a mandatory subject to bargaining.

(h) Should a study be completed, the City and the Union agree to split funding costs (50/50) and create a labor/management subcommittee to provide input in the vendor selection as well as monitor data provided toward the execution of a Community Risk Assessment and Standards of Response Coverage Study. City

Council remains vested with the final determination of appropriate service levels as provided in this Agreement.

Section 13.20. Outside Employment.

Employees shall annually notify the Chief in writing of any outside employment. Outside employment shall be defined as being employed by an employer, contracting for or accepting anything of value in return for services and/or self-employed for remuneration. Employees shall be allowed to work on outside employment on their days off, provided such employment shall not:

- (1) Result in a conflict of interest as defined by City Code of Ethics
- (2) Bring the City into disrepute
- (3) Result in outside work during an employee's work shift; or
- (4) Involve the use of City equipment, supplies or facilities without express permission from the fire Chief or his designee.

ARTICLE XIV
Policy on Drug and Alcohol Screening

Section 14.1. General Policy Regarding Drugs and Alcohol.

The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Evanston Fire Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees of the Evanston Fire Department. Contained herein is the policy and program of the City of Evanston and the Evanston Fire Department, as specifically applied to members of the Evanston Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 14.2. Definitions.

(a) "Drugs" shall mean any controlled substance listed in 720 ILCS 570/102, known as the Illinois Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse, to include Schedule I, II, III, IV, and V controlled substances. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-Pilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methlyphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Glutethimide	Steroids	

(b) "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed. "Impairment" due to alcohol shall be presumed when a blood alcohol content of .02 or more is measured.

(c) "Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no actions will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section VI.A.7.

(d) The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

Section 14.3. Pre-Employment and Probationary Screening.

All new Firefighter applicants will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol prior to employment. No applicant with a confirmed positive result shall be eligible for hire. Any applicant refusing to submit to such required testing shall not be considered for employment. Probationary employees will be required to submit blood and urine specimens to be screened for the presence of drugs and/or alcohol during the final 30 days of the probationary period.

Section 14.4. Prohibitions.

Firefighters shall be prohibited from:

(a) Consuming or possessing alcohol or illegal drugs at any time during the work day on any of the Employer's premises or job sites, including all of the Employer's buildings, properties, vehicles and the employee's personal vehicle while engaged in the business of the Employer.

(b) Using, selling, purchasing or delivering any illegal drug during the work day or when off duty.

(c) Being impaired due to alcohol during the course of the work day.

(d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

(e) The use of alcohol within four hours of reporting to duty.

Violations of these prohibitions will result in disciplinary action up to and including discharge.

Section 14.5. Administration of Tests.

(a) Informing Employees Regarding Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation. The City shall provide annual training to employees regarding the goals of this policy, namely, that employees of the Fire Department be fit and free from the adverse effects of the use of illegal drugs and the abuse of alcohol and legal drugs; such training will include a review of this policy. However, it is the responsibility of all members of the Fire Department to be aware of, and adhere to, this policy and rules and procedures contained herein.

(b) Reasonable Suspicion. Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:

- i. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment resulting from using or being under the influence of alcohol or controlled substances; or
- ii. Information provided by an identifiable third party which is independently investigated by the Fire Chief or his designee to determine the reliability or validity of the allegation.

(c) Accidents/Injuries. When a member is involved in an on-the-job accident or injury, a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the member caused the accident or injury or where there is reasonable suspicion that a member's alcohol or drug use may have contributed to the incident.

(d) Performance. When a member is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory member.

(e) Arrest or Indictment. When a member has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening. The Fire Chief may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the City

and to the Union indicates that a treatment program is recommended, that treatment program will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.

(f) Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

(g) There shall be no across-the-board or random testing of employees except as specifically provided for by Section 14.9 of this Article, or as otherwise mutually agreed in writing by the parties.

Section 14.6. Testing Procedures.

The test procedures outlined in this Section shall conform with the Federal Guidelines issued by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) as set forth in Title 42 of the Code of Federal Regulations. In the event there is any conflict between the procedures set forth in this Section 14.6 and SAMHSA Standards, the SAMHSA Standards shall control.

Human Resources, in conjunction with the Fire Chief, will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated SAMHSA-certified laboratory.

A. General Procedures.

- 1) Employees covered by a collective bargaining agreement are entitled to union representation; a union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not impede the process.
- 2) Collection Sites. Collection services will be provided at the OMEGA Clinic (the City's physician group). For services when OMEGA is not open, collection services will be provided at the Evanston Hospital Emergency Room.
- 3) Chain-of-Custody. In all cases, strict chain-of-custody procedures will be followed:
 - a. Immediately after the specimen is obtained, the client and the doctor or nurse will initial the confidence seal on the urine specimen.
 - b. Both parties will sign the laboratory chain-of-custody form, including the date and time.
 - c. Labeled specimens will be placed in a locked refrigerator or laboratory container located in the clinic. The OMEGA staff member will sign and date the OMEGA log.

- d. Lab courier will pick up specimens twice per weekday and once per weekend. Courier and OMEGA staff will sign the chain-of-custody form.
 - e. Specimens will be transported directly to the designated SAMHSA-certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.
 - f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.
- 4) Scheduling.
- a. "For cause/fitness for duty" and other non-routine collection of specimens for testing will not require an appointment, but the individual must be accompanied by a supervisor, who will present identification. In most cases, OMEGA will be notified by phone of a collection request "on the way."
 - b. Routine collection of specimens for testing will be done by appointment at least 24 hours in advance.
 - c. When collection is done at the Emergency Room, the City will notify OMEGA on the next business day. At the hospital, the supervisor will present identification and notice that this is an OMEGA client.
- 5) Results. Results will be confidentially forwarded to Human Resources. Generally, this means within 24-72 hours of specimen pick-up by the lab. Results will not be released by phone when the call is initiated by someone outside OMEGA or the testing lab. Written results are the property of the City of Evanston and will not be released by OMEGA or the laboratory to an employee/applicant without proper authorization from the City.
- 6) Collection Procedure.
- a. Client identity will be verified by driver's license or by the supervisor in the absence of a picture ID. Verification will be done by doctor or nurse.
 - b. Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.
 - c. Consent form will be signed by client and witnessed.
 - d. The specimen will be obtained as follows:
 - i. At the OMEGA site, the collection will be unwitnessed: the client will be fully unclothed, dressed in a hospital gown, wash his/her hands thoroughly, including under and around the fingernails, and accompanied to the bathroom door. The client will void in a bathroom with colored toilet water, taps shut off, and devoid of soap or other materials which would be used to adulterate the specimen.
 - ii. At the Emergency Room site, if the specially-equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the client to the bathroom and will be physically present when the specimen is produced. Blood alcohol specimens will be obtained by a nurse.

- e. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.
 - f. Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle.
 - g. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
 - h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
 - i. "For Cause" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown, of a client, as well as to provide a third party observation and assessment of the individual.
 - j. In connection with its testing program the City shall engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.
- 7) Laboratory Process. OMEGA will utilize a SAMHSA-certified laboratory for all drug/alcohol screening processing. The laboratory will:
- a. Use 7 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
 - b. Use the enzyme immunoassay (EIA) procedure as the initial screen and use gas chromatography/mass spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels consistent with the US Department of Health and Human Services which are currently as follows:

Analytes and Their Cutoffs

Effective Date: October 1, 2010

Reference: Federal Register, November 25, 2008 (73 FR 71858), Section 3.4

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites Codeine/Morphine ²	2000 ng/mL	Codeine Morphine	2000 ng/mL 2000ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³ AMP/MAMP ⁴	500 ng/mL	Amphetamine Methamphetamine ⁵	250 ng/mL 250 ng/mL
MDMA ⁶	500 ng/mL	MDMA MDA ⁷ MDEA ⁸	250 ng/mL 250 ng/mL 250 ng/mL

¹ Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

² Morphine is the target analyte for codeine/morphine testing.

³ Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

⁴ Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

⁵ To be reported as positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

⁶ Methylenedioxymethamphetamine (MDMA).

⁷ Methylenedioxyamphetamine (MDA).

⁸ Methylenedioxyethylamphetamine (MDEA).

- c. Freeze and retain all positive specimens for at least twelve (12) months after testing.
- d. Use for alcohol (ethyl) a blood alcohol content level of .02 grams per 100 cubic centimeters.

B. Independent Testing. When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of-custody process used by the City. If such independent test yields a negative test result, the City will consider those results in its determination of further action.

C. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, Human Resources, and such other officials as may be designated by the City Manager on a need-to-know

basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the union upon request. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law. Any member whose drug/alcohol screen is confirmed positive shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

Section 14.7. Voluntary Request for Assistance.

Employees are encouraged to voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse, and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Employee Assistance Program.

Section 14.8. Specific Responsibilities.

- A. The Fire Chief or his/her designee will:
 - 1. Identify those members where a drug/alcohol screen is required and inform Human Resources of said status.
 - 2. When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.
 - b. In all other instances, a formal investigation will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.
- B. Command level personnel or the Fire Chief shall ensure that members have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.
- C. The member subject to a drug/alcohol screen will:
 - 1. Report on a date and time determined by the Department.

2. Furnish documentation relating to the use of any prescribed drugs; i.e., prescription bottle with prescription number, prescribing physician's statement, etc.
 3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
 4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.
 5. Have in his/her possession his/her departmental identification card.
- D. Any member who is taking prescription medication that could affect perception, judgment, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such information will be treated on a confidential basis.

Section 14.9. Disciplinary Action for Confirmed Positive Test Results.

(a) First Positive. The first confirmed positive test result will be cause for disciplinary action up to and including a five duty day disciplinary suspension. The employee must agree to the following conditions: (1) the employee will be mandatorily referred to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.

(b) Second Positive – During Treatment. If an employee has a first confirmed positive test under the previous paragraph A and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a 30 shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment as set forth in the preceding paragraph, which 30 shift day disciplinary suspension shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

(c) Second Positive – Reasonable Suspicion. An employee who has a first confirmed positive test under Paragraph A of this Section 14.9 and who subsequently has a confirmed positive test under the reasonable suspicion

standard shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.

(d) Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

ARTICLE XV Paramedics

Section 15.1. General.

In an effort to maintain a sufficient number of Paramedics for the City of Evanston, the following policy will be adopted:

This policy applies to members in the Department who perform Emergency Medical Services, have secured licensure as Emergency Medical Technician/Paramedic (EMT-P) with the State of Illinois, Department of Public Health, by and through the Emergency Medical System (EMS) under which the Evanston Fire Department operates its Advanced Life Support (ALS) Service, and to members of the Department who are in the process of obtaining such licensure (provisional).

A memorandum will be issued annually by the Fire Chief regarding a reasonable number of paramedics necessary for the provision of EMS services by the Evanston Fire and Life Safety Department.

Section 15.2. Training.

Annual required training of Paramedics and provisional members of the Evanston Paramedics Service shall normally take place on duty hours. Where training activities are scheduled at a time when a participant is not regularly scheduled to work, overtime shall be paid in accordance with the Union Contract.

Paramedics may also enroll in additional educational courses and seminars offered by outside agencies to enhance their EMT-P skills; any outside training opportunities shall be procured under the guidelines as set forth in the Department's Outside Training SOG.

Section 15.3. Implementation of Staffing.

Sufficient Paramedics to properly staff the Paramedic Service shall be secured from the following sources:

a) Volunteer Paramedics: Firefighters hired from the provisional employment list posted on December 12, 1983 or provisional employment lists posted on earlier dates who have volunteered (or who may volunteer in the future) to secure appropriate licensure and perform as Paramedics. These Paramedics must agree to commit to participate in the service for a term of service – hereinafter referred to as a “basic commitment period” – equal to the duration of his/her existing period of licensure.

Mandatory Paramedics: Firefighters hired from the provisional employment list posted on July 7, 1986 or hired after August 18, 1986. These persons shall be required as a condition of employment to attain and maintain in good standing their licensure as an EMT-P (Paramedic).

b) **Drafted/Assigned Paramedics:** If the Fire Chief determines there are insufficient existing Paramedics and additional Paramedics are necessary to provide Emergency Medical Services, Firefighters may be drafted/assigned to become Paramedics. Firefighters will be assigned beginning with the non-paramedic Firefighter with the least amount of seniority, in ascending order until the appropriate number of Paramedics is secured. A drafted/assigned Paramedic shall be required to participate in the EMS for one complete period of licensure, following completion of the licensing and certification requirements. Drafted/assigned Paramedics shall make their best effort to secure the required licensure and certifications.

Section 15.4. Conditions for Withdrawal from Paramedic Program.

a) **Volunteer or Drafted/Assigned Paramedics:** Members of the Department who are Volunteer or Drafted/Assigned Paramedics and who have completed their basic commitment period may request to withdraw from the program. All requests to withdraw must be made between November 1 and November 30 of each year and shall be submitted in writing to the Fire Chief. These members may be allowed to withdraw if the number of existing paramedics exceeds the number set by the Fire Chief, in descending order of seniority as a Paramedic with the Evanston Fire Department. Seniority in this case will be determined by the month and year the member becomes certified in the St. Francis System.

b) **Medical Withdrawal:** Volunteer and Drafted/Assigned Paramedics may withdraw from the service prior to completing their basic commitment or further commitment terms or outside of the stated withdrawal terms only upon submission of satisfactory medical evidence of unsuitability for the Paramedic Service and after approval by the Fire Chief or his designee. Mandatory Paramedics who cannot continue as a Paramedic and require medical withdrawal shall seek a disability pension or are subject to termination.

a) **Post Withdrawal:** Any paramedic allowed to withdraw from the program and remain with the Department will be required to maintain status as an EMT-B.

Section 15.5. Paramedic School and Classes.

(a) **Failure to Pass Paramedic Class/State Test:** Mandatory Paramedics will be given only one opportunity to pass the Paramedic Class, unless agreed otherwise by a committee of three which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief. In addition, they will be given no more than three (3) opportunities to pass the State licensure test. Any Mandatory Paramedic who fails to pass the class or test based upon the criteria in this section will be subject to termination.

(b) **Post Class Requirements of the EMS System:** Provisional paramedics must successfully complete any licensure requirements within 12 months of passing the State paramedic exam, unless an extension is recommended by a

committee of three, which consists of the EMS Coordinator, the Division Chief EMS, and the Fire Chief.

(c) EMT-B Course: Failure to complete the EMT-B course within the same constraints as outlined for the Paramedic course will subject the individual to termination.

Section 15.6. Liability Coverage.

The City shall provide complete liability coverage for Firefighters operating within the scope of their employment as Paramedics.

Section 15.7. Paramedic Preceptors.

The City shall establish a Paramedic Preceptor program to provide a mentoring relationship between a paramedic student and established firefighter/paramedics. The Preceptor is to provide to the student the assistance necessary to develop the knowledge and skills to the level at which the student is capable of operating as a Paramedic in the St. Francis EMS System.

a) Qualifications: Preceptors must be a firefighter/paramedic in good standing within the St. Francis EMS System, and must have a minimum of three years of such standing with the Evanston Fire Department. Preceptors must also possess the following certifications: 1) Advanced Cardiac Life Support; 2) Pediatric Advanced Life Support.

b) Requirements: The preceptor must 1) complete the St. Francis EMS System preceptor orientation program, 2) meet all System and Departmental reporting and riding requirements, and 3) maintain the mentoring relationship from assignment to a student through the student's successful completion of the State licensure exam.

Selection/Payment: The Department may select preceptors from an eligible volunteer pool. The Department reserves the right to assign members as preceptors to meet its needs. Paramedics who are serving as preceptors as of March 1, 2001 will be considered as qualified for selection as a preceptor. An employee assigned to serve as a preceptor to a student for a shift will be paid 10.0% of the GP pay step hourly rate for the twenty-four hours of the shift worked.

Section 15.8. Performance Improvement Measures and Critiques "PIC".

No disciplinary action may be taken by the City of Evanston upon an EMT or Paramedic for any and all information brought about within the confines of the EMS Resource Hospital Request for Clarification or Performance Improvement Critique "PIC" Methods. The City maintains the right to clarify any pre-hospital care provided by an EMT or Paramedic employed by the City. However, any clarification conducted by City personnel must be concluded prior to

commencement of a Request for Clarification or "PIC" ordered by the EMS Resource Hospital and is subject to Article VI of the CBA.

The results of the Request for Clarification or "PIC" Methods as dictated by the EMS Resource Hospital are for quality improvement only and are not to be punitive to the EMTs or Paramedics involved.

ARTICLE XVI Promotions

Section 16.1. Promotions.

Promotions to the rank of FAO, Captain, Shift Chief, and Division Chief (refer to Appendix M) shall be governed by the rules and regulations of the City of Evanston in effect as of March 1, 1991 and the Fire Department Promotion Act (50 ILCS 742) to the extent they are not inconsistent with the terms of this Article, (a copy of the Act is attached as Appendix G), or other mutual agreements between the parties under this Article. Beginning with the expiration of the 2005-2009 promotional eligible list, the City will post new promotional eligible lists no more than three years after the posting of the prior list(s) for FAO, Fire Captain, and Shift Chief; promotional eligible lists shall last for a minimum of two years, unless exhausted.

Section 16.1.1. Vacancies.

This Article applies to promotions to vacancies in the ranks of Fire Apparatus Operator, Captain and Shift Chief. A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period of up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted. Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list; such candidate must provide in writing his decision to refuse a promotion including the reason therefore, and submit same to the Fire Chief no later than 5 calendar days following the offer of promotion. Any candidate not following this procedure or who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

Section 16.2. Fire Apparatus Operator/Qualified Driver.

Promotions to rank of Fire Apparatus Operator shall be governed by the rules and regulations of the City of Evanston in effect as of March 1, 1991 and the Fire Department Promotion Act (50 ILCS 742) to the extent they are not inconsistent with the terms of this Article, (a copy of the Act is attached as Appendix G), or other mutual agreements between the parties under this Article. The City will post new promotional eligible lists no more than three years after the posting of the prior list, for Fire Apparatus Operator; promotional eligible list shall last for a minimum of two years, unless exhausted. Obtaining the rank of Fire Apparatus Operator shall not be a requirement to promote to the next rank of Fire Captain.

In order for an employee to participate in the Fire Apparatus Operator examination, said employee shall have a minimum of three years (3) experience with the Evanston Fire Department assigned to suppression, as a firefighter or a firefighter/paramedic to test and qualify as a Fire Apparatus Operator.

An employee must possess the following qualifications to participate in the examination:

- State of Illinois Driver's License Class A (Non-CDL) classification OR for members residing outside of Illinois:
 - A similarly waived CDL license classification as Illinois (i.e., Non-CDL Class A) OR
 - A driver's license issued by his/her residency state that permits driving fire service vehicles AND that state maintains a reciprocity agreement that allows the member to operate emergency vehicles in Illinois, OR
 - If a member lives in a state that does not have such reciprocity agreements, he must possess a CDL commensurate with position as determined by the Fire Chief.
- Illinois Office of the State Fire Marshall FAE Certificate,
- Illinois Office of the State Fire Marshall Fire Service Vehicle Operator Certificate

The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations for Fire Apparatus Operator consisting of the following components weighted as specified:

Written Exam	50%
Practical Exam	Pass/Fail
Seniority	50%

All applicants that pass the practical exam and written exam (minimum passing score of 70% on each exam) will be placed on the eligibility list in rank order. In the event of tied scores, the more senior applicant will be placed ahead of the other applicant on the list.

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of fifty (50) points on the promotional examination for seniority. Candidates shall be awarded two points for each Twelve months of completed service, and thereafter, one sixth (.167) of a point for each month of completed service to the maximum of 50 points.

(a) Procedure for Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to the that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the

list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in Article 6.3 of this Agreement. In the event of a tied score, the applicant with the most seniority will be placed ahead of the other.

(b) Test Components. All promotional criteria used shall have a direct bearing on the position being tested and will stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance. All promotional criteria will be job related in accordance with EEOC guidelines. Scores on each component of the exam shall be posted.

Written Exam The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination.

(1) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(2) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25 of the Fire Department Promotions Act, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or

the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(3) A joint Labor/Management Committee shall be formed by the express purpose of assisting any outside agency in designating the job related subject matter to be tested. A sample written examination that may be examined by the appointing authority, testing agency and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners and other appointed or elected officials) may see or examine the specific questions or the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(4) Each department shall maintain reading and student materials for its current written examination and the reading list for the last two (2) written examinations or for a period of five (5) years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

Practical Exam The practical examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at the same time as study material is made available for the written exam.

(1) A joint Labor/Management Committee shall be formed for the express purpose of assisting any outside agency in designating the job related subject matter to be tested.

(2) The practical examination shall consist of questions and scenarios relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of study materials that the appointing authority has identified and made readily available to potential examinees at least ninety (90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given.

(3) Practical examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of

the observers if such observers are appointed under Section 25 of the Fire Department Promotions Act, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for grading.

(4) The Practical exam will be Pass/Fail with the applicant needing 70% to pass and be placed on the eligibility list.

(c) Supplemental Concepts. The parties will further agree that the promotion system shall be guided by the following principles:

- (1) All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.
- (2) Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank, recognizing that a FAO is responsible for the care, management, and operation of assigned fire apparatus.
- (3) The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.
- (4) The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.
- (5) Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

(d) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

Assignments: Current FAOs shall be grandfathered into their rank and will not be required to participate in the testing process. There shall be a minimum of twenty one (21) Fire Apparatus Operators. An opening shall be filled with the first available candidate from the eligibility list. A candidate on the eligibility list will be known as a Qualified Driver (QD). The Department shall fill all vacancies within thirty (30) days, according to the qualified drivers list.

As with other ranks, FAOs will be assigned to a particular shift. The Fire Chief or his designee may change a FAO shift assignment for a bona fide operational need of the department.

Conflict with Other Programs:

FAOs can and shall be detailed as an Acting Captain according to the Acting Policy and this contract.

Fire Apparatus Operator Pay.

Effective upon execution of this Agreement, any FAO shall be eligible to receive a stipend as follows:

Effective Date	Stipend Amount
January 1, 2019 - December 31, 2022	\$2,000.00 (\$166.67 per month)

FAO Absence:

When a FAO is absent due to leave time, the driver's position should be filled with a FAO or a Qualified Driver. If a FAO or QD is not available, a FAO shall be hired back to fill the position. When there is an opening due to a FAO being absent and a FAO from another shift is working either due to a hireback or trade, the FAO will be used prior to a QD.

Use of a Qualified Driver:

Qualified Drivers (QD) may be used when an FAO is not available. A QD can drive either an engine or truck if he/she has both courses. If the QD has only one of the classes, that is the only vehicle that they are qualified to drive.

The current method of becoming a FAO/QD shall be utilized until a formal eligibility list is established, no later than December 2013:

1. Engine: Two years of employment with the Evanston Fire Department; Fire Apparatus Engineer (FAE) state certification; completion of in-house driver training course;
2. Aerial: Three years of employment with the Evanston Fire Department; Fire apparatus Engineer (FAE) state certification; completion of in-house driver training course; completion of aerial operations class.
3. Fire Apparatus Operators shall be the most senior members who have qualified on both the engine and the truck.

Fire Apparatus Operator Job Description:

Under supervision, drives, operates and maintains (in accordance with his classification) fire apparatus and related firefighting equipment, engages directly in firefighting, EMS, fire prevention activities and training which are designed to protect and safeguard lives and property; assists in routine maintenance of fire stations and equipment; performs prescribed duties in any emergency so declared by the Fire Chief or his designee.

A fire Apparatus Operator is responsible for the care and management of assigned fire apparatus and motor vehicles; is held strictly accountable for its condition at all times, particularly with reference to its cleanliness, good order and readiness for emergency service.

Illustrative Examples of Work: Drives fire apparatus (engine, truck, etc.) to scene of fires, emergencies and as otherwise ordered; connects and disconnects engine hose line from hydrant to pumper; operates pumper and/or aerial apparatus in fighting fires, making minor repairs and adjustments to equipment during operation; cleans associated fire equipment; tests pumper for proper operating efficiency; ensures that assigned apparatus is clean and ready for inspection daily, except as otherwise directed in emergency circumstances by superior; ensures that assigned apparatus is operated safely under all circumstances consistent with conditions; ensures that assigned tools and equipment are used only for intended purposes including work at fire and scheduled drills; maintains accountability and availability of assigned equipment; maintains fire apparatus check/status reports; performs duties of superior, may exercise direction over firefighter and less senior fire apparatus operators when so ordered.

Required Knowledge, Skills and Abilities:

Must be familiar with buildings, streets, fire hydrants, alarm boxes, etc.; have knowledge of the operating theory and practice of pumps, pump motors and hose lay outs; working knowledge of the rules and regulations of the Evanston Fire Department; ability to drive and operate fire apparatus and related equipment; ability to follow oral and written Instructions; ability to establish and maintain effective working relations with others; have ability to perform heavy physical labor in the lifting, moving and connecting of heavy hose sections and other equipment; skill in the operation and routine maintenance of fire apparatus and related equipment; must demonstrate proficiency in the duty of the firefighter.

Accident Review

Accident Prevention. An employee receiving two preventable accidents in a rolling twelve month period shall be subject to remedial training as designated by the Joint Safety Committee. The Safety Committee may null and void one preventable accident (marked against an FAO/Q D in a 12 month period) if the Safety Committee determines the accident to be minor in nature. Regardless of whether the Joint Safety Committee determines that an accident is preventable, and regardless of whether an employee is subject to remedial training as designated by the Joint Safety Committee, an employee may nevertheless be disciplined for conduct related to an accident by the Fire Chief, whose authority to discipline an employee is independent of the Joint Safety Committee's determination.

Accident Review. All accidents will be reviewed by the Joint Safety Committee established pursuant to Section 13.6. For purposes of this section, the Committee will make the determination if the accident was preventable or not preventable.

- (a) The Committee has the right to order specific drivers training for corrective measures. Any corrective measures are to be done on-duty and a summary of

the corrective measures will be documented by the Company Officer (prior to the end of his/her tour of duty) and placed into the employee's training file.

(b) All accidents will be reviewed within twenty-one (21) calendar days of an incident, and the employee involved will receive results within seventy-two (72) hours. An employee may appeal the decision. The appeal must be made in writing as to his/her rationale for the appeal. The appeal shall be e-mailed to the Fire Chief or his designee.

(c) In the event of a tie or an appeal, an appeals board, separate from the Joint Safety Committee, shall be formed within ten (10) business days consisting of a Suppression Fire Captain, F.A.O., and a Chief Officer. The Fire Chief shall choose two, and the Union President shall choose one.

The Board shall meet within ten (10) business days and the employee involved will receive results within seventy-two (72) hours.

If the employee is not satisfied with the results or the process, he/she has the right to file a grievance according to Article VI section 6.3 starting at step 2 within ten (10) days.

Section 16.3. Fire Captain.

In order for an employee to qualify for and participate in the Fire Captain examination, said employee shall have five years' experience with the Evanston Fire Department assigned to suppression, as a firefighter or a firefighter/paramedic. For examinations beginning after January 1, 2006, employees must possess the following additional qualification to participate in the examination: possession of Fire Officer I State Certification or Fire Officer I Provisional or an Associate's or Bachelor's or Master's degree in Fire Science, Fire Management or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

The placement of employees on promotional lists shall be based on the points achieved by the employees on promotional examinations for Fire Captain consisting of the following four components weighted as specified:

Written Test	60%
Professional Achievement	15%
Oral Exam	12.5%
Seniority	12.5% (up to)

Those applicants whose scores are the top 80% of the applicant pool will be placed on the eligibility list. In the event of tied scores, both applicants will be placed on the eligibility list with the more senior applicant being ahead of the other applicant on the list.

Seniority will be calculated based on months of completed service as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and thereafter, one-twenty-fourth (.04167) of a point for each month of completed service to the maximum of 12.5 points.

(a) Procedure for Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotional list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remedial, no person who is the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in Article 6.3 of this Agreement. In the event of a tied score, the applicant with the most seniority will be placed ahead of the other.

(b) Test Components. All promotional criteria used shall have a direct bearing on the position being tested and will stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance. All promotional criteria will be job related in accordance with EEOC guidelines. Scores on each component of the exam shall be posted. Total points awarded for subjective components shall be posted before the written exam is administered and before the promotion list is compiled.

Written Exam. The written examination shall consist of questions which are job related and validated. Study guides and reference lists shall be made available equally to all candidates at least ninety (90) days before the date of the written examination.

(1) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least ninety

(90) days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(2) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers (if appointed) shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

(3) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners and other appointed or elected officials) may see or examine the specific questions or the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(4) Each department shall maintain reading and study materials for its current written examination and the reading list for the last two (2) written examinations or for a period of five (5) years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

Oral Exam. The oral interview shall be conducted by a panel of fire chiefs or other sworn fire professionals plus one current fire officer selected by the Union. The fire officer selected by the Union shall be limited to fire officers who have served on Fire Departments the size of Evanston or larger in the rank of Shift Chief, Battalion Chief or their equivalents or

higher. Total points for the oral exam shall be posted before the written examination is administered and before the promotion list is compiled.

Professional Achievements. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without negotiating in good faith. When there is a logical progression of degrees, points shall only be awarded for the highest degree achieved. Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

College Education:

Associate's Degree in Fire Science, Emergency Management, or related degree points	3
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Bachelor's Degree or higher in Fire Science, Emergency Management, or related degree points	7
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Bachelor's Degree in any other field points	3
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Certificate of Applied Science: Fire Science points	1.5
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Associate's Degree in any other field points	1.5
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Fire Officer:

Fire Officer I/Company Officer points	2
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Fire Officer II/Advanced Fire Officer points	4
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EMS:

Active EFD Paramedic Preceptor in good standing point	1
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Active EFD Paramedic Preceptor in good standing that has been the lead preceptor for at least 1 preceptee during the previous 5 years from promotional application deadline. A signed Medical Officer attestation required to receive points.

2 points

Active EFD CPR Instructor
point

1

AHA Certificates that are NOT available during normal EFD training (i.e., PALS and ACLS): One (1.0) point awarded for certificates requiring 24 hours or more of instruction, and one-half (0.5) point awarded for certificates requiring less than 24 hours of instruction.

Skill Development Courses (i.e., IFSI, Cornerstone, etc.):

One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more. (e.g., Smoke Divers, RIT Under Fire, FAST, Engine Company Operations, Truck Company Operations, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete. (e.g., Basic Company Officer, First-In Officer, Vehicle Fire Fighting, Routine Emergencies, etc.)

OSFM Certificates:

One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more. (e.g., Fireground Company Officer School, Fire Apparatus Engineer, Advanced Firefighter, Rope Operations, Trench Technician, Hazardous Materials Technician, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete. (e.g., Technical Rescue Awareness, Fire Service Vehicle Operator, etc.)

Candidates are not allowed to double count OSFM certificates that are prerequisites for OSFM Officer Certification. Example: Counting OSFM ISO or Instructor 2 and also claiming points as Fire Officer II/Advanced Fire Officer.

Other:

Homeland Security, Incident Command/Unified Command, NIMS 300 and 400, National Fire Academy: One (1.0) point will be awarded for each certificate of completion requiring 24 or more hours (e.g., Department of Justice Cobra classes). One-half (0.5) point will be awarded for each certificate requiring less than 24 hours.

Firefighting/EMS Operations Seminars: One-half (0.5) point will be added for those classes completed with a Certificate of Completion (e.g., Norman, Brannigan).

SCUBA Certification: One point (1.0) each for PADI, NAUI, RDI, Advanced Open Water, etc. requiring 24 or more hours of instruction. One-half (0.5) point for certificates requiring less than 24 hours of instruction.

Points shall be awarded for other certificates of completion that are job related as defined in this section and as determined by the joint labor management committee.

Candidates can appeal for a second review by the joint labor management committee.

(c) Supplemental Concepts. The parties will further agree that the promotion system shall be guided by the following principles:

1. All rating factors should be related to performance factors important to carrying out the major duties of the promotional rank.
2. Rating factors should be weighted in accordance with their relative importance in the primary duties of the promotional rank, recognizing that a Captain or Shift Chief is expected to serve as the leader of a fire company or shift.
3. The rating system should stress objectivity and seek to minimize the interjection of subjective considerations unrelated to performance.
4. The authority assigning the final rating should be able to account for its rating by providing reasons or examples of performance to support its conclusion.
5. Due deference should be accorded to the advice and recommendations of outside consultants who may be retained by the City to provide expert guidance in the designing and implementation of a professionally developed performance and promotional evaluation system.

(d) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection.)

Section 16.4. Shift Chief.

In order for an employee to qualify for and participate in the Shift Chief examination, said employee shall have five years' experience with the Evanston Fire Department as a Captain assigned to suppression. Division Chiefs meeting the preceding eligibility requirement shall be allowed to participate in the Shift Chief examination (refer to Appendix M). For examinations beginning after January 1, 2006, employees must possess the following additional qualifications to participate in the examination: possession of Fire Officer II State Certification or Fire Officer II Provisional or a Bachelor's or Master's degree in Fire Science,

Fire Management, or Public Safety with a fire service concentration. Such degrees must be from accredited institutions.

All provisions in the Section concerning "Promotions – Captain" shall be applicable to the promotion of Shift Chief except as follows:

Written Test	60%
Professional Achievements	15%
Oral Examination	12.5%
Seniority	12.5%

Seniority will be calculated based on months of completed service in the rank of Captain as of the close of applications. Candidates shall be awarded a maximum of twelve and one-half (12.5) points on the promotional examination for seniority. Candidates shall be awarded one point for each twenty-four months of completed service, and thereafter, one-twenty-fourth (.04167) of a point for each month of completed service to the maximum of 12.5 points.

(a) Procedure for Selection. This procedure is as described above in Section 16.3 Fire Captain, except that all qualified applicants shall be placed on the eligibility list.

(b) Test Components. This procedure is as described above in Section 16.3 Fire Captain, except:

(c) Professional Achievement Points. The following are professional achievement categories which will be used for the promotional exam. The examples given are not intended as an exhaustive list. The certificate lists shall be subject to updating at a labor/management meeting prior to the examination. The intention of this provision is to account for course names changing and new courses developing, and it is not intended for gross omissions or inclusions of categories without entering negotiations. When there is a logical progression of degrees, points shall only be awarded for the highest or degree achieved. Candidates shall be awarded points to a maximum of fifteen (15) for professional achievements as follows:

College Education:

Associate's Degree in Fire Science, Emergency Management,
or related degree 3
points

Bachelor's Degree in Fire Science, Emergency Management,
or related degree 7
points

Master's Degree in Fire Science, Emergency Management,

or related degree points	9
Bachelor's Degree in any other field points	3
Certificate of Applied Science: Fire Science points	1.5
Associate's Degree in any other field points	1.5
Fire Officer:	
Fire Officer II/Advanced Fire Officer points	4
Chief Fire Officer points	6

Skill Development Courses (i.e., IFSI, Cornerstone, etc.):

One (1.0) point shall be awarded for certificate of completion for every course requiring 24 hours or more related to command of multiple companies or fire personnel management. (e.g., Special Response Team Leadership, Fireground Command Officer School, etc.)

One-half (0.5) point shall be awarded for certificate of completion for each course requiring less than 24 hours to complete related to command of multiple companies or fire personnel management. (e.g., Leadership Principles for the Fire Officer, First-In Officer, etc.)

OSFM Certificates:

One (1.0) point shall be awarded for certificate of completion for every certificate requiring 24 hours or more of instruction related to command of multiple companies or fire personnel management. (e.g., Fireground Command Officer School, Hazardous Materials Incident Command, Fire Department Incident Safety Officer, etc.)

One-half (0.5) point shall be awarded for each certificate requiring less than 24 hours of instruction related to command of multiple companies or fire personnel management.

Candidates are not allowed to double count OSFM certificates that are prerequisites for OSFM Officer Certification. Example: Counting OSFM ISO or Instructor 2 and also claiming points as Fire Officer II/Advanced Fire Officer.

Other:

Homeland Security, Incident Command/Unified Command, NIMS 300 and 400, National Fire Academy, Illinois Fire Chief's Association: One (1.0)

point will be awarded for each class/certificate requiring 24 or more hours related to command of multiple companies or fire personnel management. One-half (0.5) point will be awarded for each class/certificate requiring less than 24 hours.

Firefighting/EMS Operations Seminars: One-half (0.5) point will be added for those completed with a Certificate of Completion (e.g., Norman, Brannigan).

Points shall be awarded for other certificates of completion that are job related as defined in this section and as determined by the joint labor management committee.

Candidates can appeal for a second review by the joint labor management committee.

(d) Oral Examination. The oral examination for Shift Chief will be conducted by a panel of Fire Chiefs or other sworn Fire professionals plus one current Fire Officer selected by the Union. The Fire Officer selected by the Union shall be limited to Fire Officers who have served on Fire Departments the size of Evanston or larger, in the rank of Shift Chief, Battalion Chief or their equivalents or higher.

(e) Grievances. Any candidate may file a grievance under the grievance/arbitration procedures of this Agreement. Any such grievance must be (1) filed within 21 days of the date the City posts the promotional list; and (2) limited to a claim that the City failed to follow the promotional procedural requirements of this Article (as distinguished from a claim that the grievant disagrees with the specific promotional selection).

Section 16.5. Fire Department Promotion Act.

The parties agree that the following provisions of the Fire Department Promotion Act, 50 ILCS 742, shall be incorporated herein by reference into this Article: Section 5, Definitions; Section 10, Applicability; and Section 65, Violations.

Section 16.6. Waiver and Agreement.

Pursuant to Section 10(e) of the Fire Department Promotion Act and Section 15 of the Illinois Public Labor Relations Act, the parties specifically agree that the process for promotion to the ranks of Fire Apparatus Operator, Fire Captain and Shift Chief shall be governed solely by the provisions of this Article and that such contract provisions shall supersede and be in lieu of the provisions of the Fire Department Promotion Act and, where they conflict, the Rules and Regulations of the City of Evanston with respect to promotions. The Division Chief promotional process shall be governed by Appendix M. The parties recognize that certain provisions relating to mandatory subjects and to the prior method of handling promotions freely negotiated by the parties were compromised by the City in

consideration for agreement on the part of the Union to include provisions that modify the Fire Department Promotion Act or waive the applications of such provisions. The parties respectively acknowledge that either party may propose modifications of this Article in successor agreements beyond the 2005 successor agreement, and that such proposals may impact upon the balance established under this Article. In such event, the concessions made by either party under the terms of this Article shall not prejudice either parties' rights to withdraw or modify such terms in regard to the negotiations of the terms of a successor article. It is further understood that the terms of this Article shall continue in effect during the period of negotiations between the parties as to the terms of a successor contract; provided that, if interest arbitration is invoked by either party and any part of this Article is in dispute, the terms and conditions of this Article which vary from the terms of the IFDPA shall not be within the jurisdiction of the arbitrator to determine without the express consent of the Union or the City, as applicable, and shall lapse upon the award of the arbitrator.

Section 16.7. Military Preference Points for Promotion.

A candidate on a preliminary promotion list, who is eligible for veteran's preference points under the Illinois Municipal Code, may file a written application for that preference within 10 days after the posting of the preliminary promotion list. The City of Evanston shall then make adjustments to the rank order of the preliminary promotion list based solely on any veteran's preferences awarded. The final adjusted promotion list shall then be posted.

Military preference points are to be awarded based on the following criteria:

A promotional candidate on the preliminary promotional list must have been engaged in active military or naval service of the United States at anytime for a period of one year, who was honorably discharged there from, who is now or who may hereafter be on inactive or reserve duty in such military or naval service. However, persons who were convicted by court-martial of disobedience of orders where such disobedience consisted in the refusal to perform military service on the grounds of alleged religious or conscientious objections against war shall be ineligible. Qualifying candidates are to receive preference points according to state statute.

No person shall receive the preference for a promotional appointment granted by this Section after he/she has received one promotion from an eligibility list on which he/she was allowed such veteran's preference.

Employees who are candidates for promotion to the ranks of FAO and Captain may apply to their promotional scores on both lists, any military preference points to which they are entitled under the Fire Department Promotion Act with appropriate adjustments in their ranking on each list. However, in the event such a candidate is promoted from one list, the military preference points applied on

the second list shall be deducted from his total points and his ranking reduced on the second list as applicable. The adjusted list shall then add any candidate that was originally excluded according to Section 16.3. For example, an employee who is a candidate for promotion for both FAO and Captain who has applied military preference on both lists and who is promoted to the rank of FAO shall have the military preference points credited to his points on the Captain list subtracted from his total points and his rank on the list reduced commensurate with such reduced total.

ARTICLE XVII

Termination and Legality Clauses

Section 17.1. Ratification and Amendment.

No amendment or modification of this agreement during its term shall be effective unless reduced to writing and agreed to, ratified and signed by a representative of the Union and either the City Manager or the Human Resources Division Manager.

Section 17.2. Savings.

If any provision of this Agreement is subsequently declared by federal or state legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Such invalidated provision(s) shall be the subject of immediate negotiations between the parties in order to attempt to negotiate a substitute provision.

Section 17.3. Entire Agreement.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered by this Agreement which is a mandatory subject of bargaining and concerning which the City is formally proposing changing during the term of this Agreement, provided the Union, upon notification, makes a timely and proper request to bargain over the change being proposed by the City.

Section 17.4. Duration and Renegotiations.

This Agreement shall be in effect from January 1, 2019 to 11:59 p.m. on December 31, 2022 and from year to year thereafter unless either party gives written notice to the other party of its desire to modify or amend this Agreement on or before September 1, 2022 or any subsequent September 1. Negotiations for the new collective bargaining agreement shall begin on or about October 1, 2022 or another mutually agreeable date.

During the pendency of proceedings before the arbitration panel, existing wages, hours, and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to his rights or position under the Act. The proceedings are deemed to be pending before the arbitration panel upon the initiation of arbitration procedures under the Act.

EXECUTED this 9th day of April, 2019, after receiving approval by the City Council and after ratification by the Union membership.

EVANSTON FIRE FIGHTERS ASSOC.

CITY OF EVANSTON, ILLINOIS

IAFF LOCAL 742

[Signature] PRESIDENT

Way B...

[Signature] VICE PRESIDENT

[Signature]

[Signature] SECRETARY

[Signature] TRUSTEE

[Signature] Grievance Chairman

[Signature] UNION STWARD

[Signature] Trustee

[Signature] TREASURER

[Signature] TRUSTEE

APPENDIX A
APPLICATION FOR UNION MEMBERSHIP AND AUTHORIZATION FOR
CHECKOFF OF UNION DUES AND ASSESSMENTS

I hereby apply for membership in the Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC.

I hereby authorize the City of Evanston to deduct from my pay the uniform dues and/or uniform assessments of Evanston Fire Fighters Association, Local No. 742, International Association of Fire Fighters, AFL-CIO-CLC and remit said amounts to the Union.

I understand that I may cancel this application for membership and check-off authorization by giving written notice to both the City and the Union. The City requires written notice of cancellation 14 days prior to the next pay date to cease authorized dues deductions.

Print Name

Signature

Date

**APPENDIX B
SALARIES**

**Firefighter/Paramedic
Annual Salaries
Effective January 1, 2019
0% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F26	NH	22.414	\$58,042.73	\$1,160.85	\$2,321.71	\$58,623.16	\$59,784.01	\$60,364.44	\$61,525.30
F26	NHP	24.280	\$62,874.72	\$1,257.49	\$2,514.99	\$63,503.47	\$64,760.96	\$65,389.71	\$66,647.21
F26	A	25.402	\$65,781.76	\$1,315.64	\$2,631.27	\$66,439.57	\$67,755.21	\$68,413.03	\$69,728.66
F26	AP	27.517	\$71,258.02	\$1,425.16	\$2,850.32	\$71,970.60	\$73,395.76	\$74,108.34	\$75,533.50
F26	B	26.786	\$69,365.24	\$1,387.30	\$2,774.61	\$70,058.89	\$71,446.20	\$72,139.85	\$73,527.15
F26	BP	28.901	\$74,841.51	\$1,496.83	\$2,993.66	\$75,589.92	\$77,086.75	\$77,835.17	\$79,332.00
F26	C	29.436	\$76,227.20	\$1,524.54	\$3,049.09	\$76,989.47	\$78,514.02	\$79,276.29	\$80,800.83
F26	CP	31.551	\$81,703.47	\$1,634.07	\$3,268.14	\$82,520.50	\$84,154.57	\$84,971.60	\$86,605.67
F26	D	31.446	\$81,433.61	\$1,628.67	\$3,257.34	\$82,247.94	\$83,876.61	\$84,690.95	\$86,319.62
F26	DP	33.561	\$86,909.89	\$1,738.20	\$3,476.40	\$87,778.98	\$89,517.18	\$90,386.28	\$92,124.48
F26	E	32.243	\$83,495.84	\$1,669.92	\$3,339.83	\$84,330.80	\$86,000.72	\$86,835.68	\$88,505.59
F26	EP	34.357	\$88,972.11	\$1,779.44	\$3,558.88	\$89,861.83	\$91,641.27	\$92,531.00	\$94,310.44
F26	F	34.318	\$88,870.45	\$1,777.41	\$3,554.82	\$89,759.15	\$91,536.56	\$92,425.26	\$94,202.67
F26	FP	36.433	\$94,346.71	\$1,886.93	\$3,773.87	\$95,290.18	\$97,177.11	\$98,120.58	\$100,007.52
F26	G	35.258	\$91,304.20	\$1,826.08	\$3,652.17	\$92,217.24	\$94,043.32	\$94,956.36	\$96,782.45
F26	GP	37.373	\$96,780.47	\$1,935.61	\$3,871.22	\$97,748.28	\$99,683.89	\$100,651.69	\$102,587.30

**Effective December 31, 2019
1% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F26	NH	22.638	\$58,623.16	\$1,172.46	\$2,344.93	\$59,209.39	\$60,381.85	\$60,968.08	\$62,140.55
F26	NHP	24.523	\$63,503.47	\$1,270.07	\$2,540.14	\$64,138.51	\$65,408.57	\$66,043.61	\$67,313.68
F26	A	25.656	\$66,439.57	\$1,328.79	\$2,657.58	\$67,103.97	\$68,432.76	\$69,097.16	\$70,425.95
F26	AP	27.792	\$71,970.60	\$1,439.41	\$2,878.82	\$72,690.31	\$74,129.72	\$74,849.43	\$76,288.84
F26	B	27.054	\$70,058.89	\$1,401.18	\$2,802.36	\$70,759.48	\$72,160.66	\$72,861.25	\$74,262.43
F26	BP	29.190	\$75,589.92	\$1,511.80	\$3,023.60	\$76,345.82	\$77,857.62	\$78,613.52	\$80,125.32
F26	C	29.730	\$76,989.47	\$1,539.79	\$3,079.58	\$77,759.37	\$79,299.16	\$80,069.05	\$81,608.84
F26	CP	31.866	\$82,520.50	\$1,650.41	\$3,300.82	\$83,345.71	\$84,996.12	\$85,821.32	\$87,471.73
F26	D	31.761	\$82,247.94	\$1,644.96	\$3,289.92	\$83,070.42	\$84,715.38	\$85,537.86	\$87,182.82
F26	DP	33.897	\$87,778.98	\$1,755.58	\$3,511.16	\$88,656.77	\$90,412.35	\$91,290.14	\$93,045.72
F26	E	32.565	\$84,330.80	\$1,686.62	\$3,373.23	\$85,174.11	\$86,860.73	\$87,704.03	\$89,390.65
F26	EP	34.701	\$89,861.83	\$1,797.24	\$3,594.47	\$90,760.45	\$92,557.69	\$93,456.31	\$95,253.54
F26	F	34.661	\$89,759.15	\$1,795.18	\$3,590.37	\$90,656.74	\$92,451.92	\$93,349.52	\$95,144.70
F26	FP	36.797	\$95,290.18	\$1,905.80	\$3,811.61	\$96,243.08	\$98,148.88	\$99,101.79	\$101,007.59
F26	G	35.611	\$92,217.24	\$1,844.34	\$3,688.69	\$93,139.41	\$94,983.75	\$95,905.93	\$97,750.27
F26	GP	37.746	\$97,748.28	\$1,954.97	\$3,909.93	\$98,725.76	\$100,680.73	\$101,658.21	\$103,613.18

**Fire Captain
Annual Salaries
Effective January 1, 2019
0% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F31	A	31.722	\$82,147.80	\$1,642.96	\$3,285.91	\$82,969.27	\$84,612.23	\$85,433.71	\$87,076.66
F31	AP	33.857	\$87,676.78	\$1,753.54	\$3,507.07	\$88,553.55	\$90,307.08	\$91,183.85	\$92,937.39
F31	B	32.605	\$84,434.70	\$1,688.69	\$3,377.39	\$85,279.05	\$86,967.74	\$87,812.09	\$89,500.78
F31	BP	34.740	\$89,963.68	\$1,799.27	\$3,598.55	\$90,863.32	\$92,662.59	\$93,562.23	\$95,361.50
F31	C	35.913	\$93,001.18	\$1,860.02	\$3,720.05	\$93,931.20	\$95,791.22	\$96,721.23	\$98,581.25
F31	CP	38.048	\$98,530.17	\$1,970.60	\$3,941.21	\$99,515.47	\$101,486.07	\$102,471.37	\$104,441.98
F31	D	37.073	\$96,004.78	\$1,920.10	\$3,840.19	\$96,964.83	\$98,884.93	\$99,844.98	\$101,765.07
F31	DP	39.208	\$101,533.77	\$2,030.68	\$4,061.35	\$102,549.11	\$104,579.78	\$105,595.12	\$107,625.79
F31	E	38.220	\$98,973.24	\$1,979.46	\$3,958.93	\$99,962.97	\$101,942.43	\$102,932.17	\$104,911.63
F31	EP	40.355	\$104,502.22	\$2,090.04	\$4,180.09	\$105,547.24	\$107,637.29	\$108,682.31	\$110,772.35
F31	F	40.289	\$104,331.52	\$2,086.63	\$4,173.26	\$105,374.83	\$107,461.46	\$108,504.78	\$110,591.41
F31	FP	42.424	\$109,860.50	\$2,197.21	\$4,394.42	\$110,959.11	\$113,156.32	\$114,254.92	\$116,452.13
F31	G	41.396	\$107,198.31	\$2,143.97	\$4,287.93	\$108,270.29	\$110,414.25	\$111,486.24	\$113,630.20
F31	GP	43.531	\$112,727.29	\$2,254.55	\$4,509.09	\$113,854.56	\$116,109.11	\$117,236.38	\$119,490.93

**Effective December 31, 2019
1% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F31	A	32.039	\$82,969.27	\$1,659.39	\$3,318.77	\$83,798.97	\$85,458.35	\$86,288.04	\$87,947.43
F31	AP	34.196	\$88,553.55	\$1,771.07	\$3,542.14	\$89,439.08	\$91,210.15	\$92,095.69	\$93,866.76
F31	B	32.931	\$85,279.05	\$1,705.58	\$3,411.16	\$86,131.84	\$87,837.42	\$88,690.21	\$90,395.79
F31	BP	35.088	\$90,863.32	\$1,817.27	\$3,634.53	\$91,771.95	\$93,589.22	\$94,497.85	\$96,315.12
F31	C	36.272	\$93,931.20	\$1,878.62	\$3,757.25	\$94,870.51	\$96,749.13	\$97,688.44	\$99,567.07
F31	CP	38.429	\$99,515.47	\$1,990.31	\$3,980.62	\$100,510.62	\$102,500.93	\$103,496.09	\$105,486.40
F31	D	37.444	\$96,964.83	\$1,939.30	\$3,878.59	\$97,934.48	\$99,873.78	\$100,843.43	\$102,782.72
F31	DP	39.600	\$102,549.11	\$2,050.98	\$4,101.96	\$103,574.60	\$105,625.58	\$106,651.07	\$108,702.05
F31	E	38.602	\$99,962.97	\$1,999.26	\$3,998.52	\$100,962.60	\$102,961.86	\$103,961.49	\$105,960.75
F31	EP	40.758	\$105,547.24	\$2,110.94	\$4,221.89	\$106,602.72	\$108,713.66	\$109,769.13	\$111,880.08
F31	F	40.692	\$105,374.83	\$2,107.50	\$4,214.99	\$106,428.58	\$108,536.08	\$109,589.83	\$111,697.32
F31	FP	42.848	\$110,959.11	\$2,219.18	\$4,438.36	\$112,068.70	\$114,287.88	\$115,397.47	\$117,616.65
F31	G	41.810	\$108,270.29	\$2,165.41	\$4,330.81	\$109,352.99	\$111,518.40	\$112,601.10	\$114,766.51
F31	GP	43.966	\$113,854.56	\$2,277.09	\$4,554.18	\$114,993.11	\$117,270.20	\$118,408.74	\$120,685.84

**Shift Chief
Annual Salaries
Effective January 1, 2019
0% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F39	A	36.467	\$94,434.58	\$1,888.69	\$3,777.38	\$95,378.92	\$97,267.61	\$98,211.96	\$100,100.65
F39	AP	38.602	\$99,963.56	\$1,999.27	\$3,998.54	\$100,963.20	\$102,962.47	\$103,962.10	\$105,961.37
F39	B	37.455	\$96,993.85	\$1,939.88	\$3,879.75	\$97,963.79	\$99,903.66	\$100,873.60	\$102,813.48
F39	BP	39.590	\$102,522.83	\$2,050.46	\$4,100.91	\$103,548.06	\$105,598.52	\$106,623.75	\$108,674.20
F39	C	41.330	\$107,027.60	\$2,140.55	\$4,281.10	\$108,097.88	\$110,238.43	\$111,308.71	\$113,449.26
F39	CP	43.465	\$112,556.59	\$2,251.13	\$4,502.26	\$113,682.15	\$115,933.28	\$117,058.85	\$119,309.98
F39	D	42.621	\$110,372.61	\$2,207.45	\$4,414.90	\$111,476.33	\$113,683.79	\$114,787.51	\$116,994.96
F39	DP	44.757	\$115,901.59	\$2,318.03	\$4,636.06	\$117,060.61	\$119,378.64	\$120,537.66	\$122,855.69
F39	E	43.979	\$113,888.32	\$2,277.77	\$4,555.53	\$115,027.20	\$117,304.96	\$118,443.85	\$120,721.61
F39	EP	46.114	\$119,417.30	\$2,388.35	\$4,776.69	\$120,611.47	\$122,999.82	\$124,193.99	\$126,582.34
F39	F	46.338	\$119,997.19	\$2,399.94	\$4,799.89	\$121,197.17	\$123,597.11	\$124,797.08	\$127,197.03
F39	FP	48.473	\$125,526.18	\$2,510.52	\$5,021.05	\$126,781.44	\$129,291.96	\$130,547.22	\$133,057.75
F39	G	47.999	\$124,297.37	\$2,485.95	\$4,971.89	\$125,540.35	\$128,026.30	\$129,269.27	\$131,755.22
F39	GP	50.134	\$129,826.36	\$2,596.53	\$5,193.05	\$131,124.62	\$133,721.15	\$135,019.41	\$137,615.94

**Effective December 31, 2019
1% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F39	A	36.832	\$95,378.92	\$1,907.58	\$3,815.16	\$96,332.71	\$98,240.29	\$99,194.08	\$101,101.66
F39	AP	38.988	\$100,963.20	\$2,019.26	\$4,038.53	\$101,972.83	\$103,992.09	\$105,001.72	\$107,020.99
F39	B	37.830	\$97,963.79	\$1,959.28	\$3,918.55	\$98,943.43	\$100,902.70	\$101,882.34	\$103,841.61
F39	BP	39.986	\$103,548.06	\$2,070.96	\$4,141.92	\$104,583.54	\$106,654.50	\$107,689.98	\$109,760.94
F39	C	41.743	\$108,097.88	\$2,161.96	\$4,323.92	\$109,178.86	\$111,340.82	\$112,421.79	\$114,583.75
F39	CP	43.900	\$113,682.15	\$2,273.64	\$4,547.29	\$114,818.97	\$117,092.62	\$118,229.44	\$120,503.08
F39	D	43.048	\$111,476.33	\$2,229.53	\$4,459.05	\$112,591.10	\$114,820.62	\$115,935.39	\$118,164.91
F39	DP	45.204	\$117,060.61	\$2,341.21	\$4,682.42	\$118,231.21	\$120,572.43	\$121,743.03	\$124,084.24
F39	E	44.419	\$115,027.20	\$2,300.54	\$4,601.09	\$116,177.47	\$118,478.01	\$119,628.29	\$121,928.83
F39	EP	46.575	\$120,611.47	\$2,412.23	\$4,824.46	\$121,817.59	\$124,229.82	\$125,435.93	\$127,848.16
F39	F	46.802	\$121,197.17	\$2,423.94	\$4,847.89	\$122,409.14	\$124,833.08	\$126,045.05	\$128,469.00
F39	FP	48.958	\$126,781.44	\$2,535.63	\$5,071.26	\$128,049.25	\$130,584.88	\$131,852.70	\$134,388.33
F39	G	48.479	\$125,540.35	\$2,510.81	\$5,021.61	\$126,795.75	\$129,306.56	\$130,561.96	\$133,072.77
F39	GP	50.635	\$131,124.62	\$2,622.49	\$5,244.98	\$132,435.87	\$135,058.36	\$136,369.61	\$138,992.10

**Firefighter/Paramedic
Annual Salaries
Effective January 1, 2020
1.5% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F26	NH	22.977	\$59,502.51	\$1,190.05	\$2,380.10	\$60,097.53	\$61,287.58	\$61,882.61	\$63,072.66
F26	NHP	24.890	\$64,456.02	\$1,289.12	\$2,578.24	\$65,100.58	\$66,389.70	\$67,034.26	\$68,323.38
F26	A	26.041	\$67,436.17	\$1,348.72	\$2,697.45	\$68,110.53	\$69,459.25	\$70,133.61	\$71,482.34
F26	AP	28.209	\$73,050.16	\$1,461.00	\$2,922.01	\$73,780.66	\$75,241.67	\$75,972.17	\$77,433.17
F26	B	27.460	\$71,109.77	\$1,422.20	\$2,844.39	\$71,820.87	\$73,243.07	\$73,954.17	\$75,376.36
F26	BP	29.628	\$76,723.77	\$1,534.48	\$3,068.95	\$77,491.01	\$79,025.48	\$79,792.72	\$81,327.20
F26	C	30.176	\$78,144.31	\$1,562.89	\$3,125.77	\$78,925.76	\$80,488.64	\$81,270.09	\$82,832.97
F26	CP	32.344	\$83,758.31	\$1,675.17	\$3,350.33	\$84,595.89	\$86,271.06	\$87,108.64	\$88,783.81
F26	D	32.237	\$83,481.66	\$1,669.63	\$3,339.27	\$84,316.48	\$85,986.11	\$86,820.93	\$88,490.56
F26	DP	34.405	\$89,095.67	\$1,781.91	\$3,563.83	\$89,986.63	\$91,768.54	\$92,659.50	\$94,441.41
F26	E	33.054	\$85,595.76	\$1,711.92	\$3,423.83	\$86,451.72	\$88,163.64	\$89,019.59	\$90,731.51
F26	EP	35.222	\$91,209.76	\$1,824.20	\$3,648.39	\$92,121.86	\$93,946.05	\$94,858.15	\$96,682.34
F26	F	35.181	\$91,105.54	\$1,822.11	\$3,644.22	\$92,016.59	\$93,838.70	\$94,749.76	\$96,571.87
F26	FP	37.349	\$96,719.53	\$1,934.39	\$3,868.78	\$97,686.73	\$99,621.12	\$100,588.31	\$102,522.70
F26	G	36.145	\$93,600.50	\$1,872.01	\$3,744.02	\$94,536.50	\$96,408.51	\$97,344.52	\$99,216.53
F26	GP	38.313	\$99,214.50	\$1,984.29	\$3,968.58	\$100,206.65	\$102,190.94	\$103,183.08	\$105,167.37

**Captain
Annual Salaries
Effective January 1, 2020
1.5% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F31	A	32.520	\$84,213.81	\$1,684.28	\$3,368.55	\$85,055.95	\$86,740.23	\$87,582.36	\$89,266.64
F31	AP	34.709	\$89,881.85	\$1,797.64	\$3,595.27	\$90,780.67	\$92,578.31	\$93,477.12	\$95,274.76
F31	B	33.425	\$86,558.23	\$1,731.16	\$3,462.33	\$87,423.81	\$89,154.98	\$90,020.56	\$91,751.73
F31	BP	35.614	\$92,226.27	\$1,844.53	\$3,689.05	\$93,148.53	\$94,993.06	\$95,915.32	\$97,759.85
F31	C	36.817	\$95,340.16	\$1,906.80	\$3,813.61	\$96,293.57	\$98,200.37	\$99,153.77	\$101,060.57
F31	CP	39.005	\$101,008.20	\$2,020.16	\$4,040.33	\$102,018.28	\$104,038.45	\$105,048.53	\$107,068.69
F31	D	38.006	\$98,419.30	\$1,968.39	\$3,936.77	\$99,403.50	\$101,371.88	\$102,356.08	\$104,324.46
F31	DP	40.194	\$104,087.34	\$2,081.75	\$4,163.49	\$105,128.22	\$107,209.96	\$108,250.84	\$110,332.58
F31	E	39.181	\$101,462.41	\$2,029.25	\$4,058.50	\$102,477.04	\$104,506.29	\$105,520.91	\$107,550.16
F31	EP	41.369	\$107,130.45	\$2,142.61	\$4,285.22	\$108,201.76	\$110,344.36	\$111,415.67	\$113,558.28
F31	F	41.302	\$106,955.46	\$2,139.11	\$4,278.22	\$108,025.01	\$110,164.12	\$111,233.67	\$113,372.78
F31	FP	43.491	\$112,623.49	\$2,252.47	\$4,504.94	\$113,749.73	\$116,002.20	\$117,128.43	\$119,380.90
F31	G	42.437	\$109,894.34	\$2,197.89	\$4,395.77	\$110,993.29	\$113,191.17	\$114,290.12	\$116,488.00
F31	GP	44.626	\$115,562.38	\$2,311.25	\$4,622.50	\$116,718.00	\$119,029.25	\$120,184.88	\$122,496.12

**Shift Chief
Annual Salaries
Effective January 1, 2020
1.5% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F39	A	37.384	\$96,809.61	\$1,936.19	\$3,872.38	\$97,777.70	\$99,713.90	\$100,681.99	\$102,618.18
F39	AP	39.573	\$102,477.64	\$2,049.55	\$4,099.11	\$103,502.42	\$105,551.97	\$106,576.75	\$108,626.30
F39	B	38.397	\$99,433.24	\$1,988.66	\$3,977.33	\$100,427.58	\$102,416.24	\$103,410.57	\$105,399.24
F39	BP	40.586	\$105,101.28	\$2,102.03	\$4,204.05	\$106,152.29	\$108,254.32	\$109,305.33	\$111,407.36
F39	C	42.369	\$109,719.35	\$2,194.39	\$4,388.77	\$110,816.54	\$113,010.93	\$114,108.12	\$116,302.51
F39	CP	44.558	\$115,387.38	\$2,307.75	\$4,615.50	\$116,541.26	\$118,849.01	\$120,002.88	\$122,310.63
F39	D	43.693	\$113,148.48	\$2,262.97	\$4,525.94	\$114,279.96	\$116,542.93	\$117,674.42	\$119,937.39
F39	DP	45.882	\$118,816.52	\$2,376.33	\$4,752.66	\$120,004.68	\$122,381.01	\$123,569.18	\$125,945.51
F39	E	45.085	\$116,752.61	\$2,335.05	\$4,670.10	\$117,920.13	\$120,255.18	\$121,422.71	\$123,757.76
F39	EP	47.274	\$122,420.64	\$2,448.41	\$4,896.83	\$123,644.85	\$126,093.26	\$127,317.47	\$129,765.88
F39	F	47.504	\$123,015.12	\$2,460.30	\$4,920.60	\$124,245.27	\$126,705.58	\$127,935.73	\$130,396.03
F39	FP	49.692	\$128,683.16	\$2,573.66	\$5,147.33	\$129,969.99	\$132,543.66	\$133,830.49	\$136,404.15
F39	G	49.206	\$127,423.45	\$2,548.47	\$5,096.94	\$128,697.69	\$131,246.16	\$132,520.39	\$135,068.86
F39	GP	51.395	\$133,091.49	\$2,661.83	\$5,323.66	\$134,422.41	\$137,084.24	\$138,415.15	\$141,076.98

**Firefighter/Paramedic
Annual Salaries
Effective January 1, 2021
2.25% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F26	NH	23.494	\$60,841.31	\$1,216.83	\$2,433.65	\$61,449.73	\$62,666.55	\$63,274.96	\$64,491.79
F26	NHP	25.450	\$65,906.28	\$1,318.13	\$2,636.25	\$66,565.35	\$67,883.47	\$68,542.53	\$69,860.66
F26	A	26.627	\$68,953.48	\$1,379.07	\$2,758.14	\$69,643.02	\$71,022.08	\$71,711.62	\$73,090.69
F26	AP	28.844	\$74,693.79	\$1,493.88	\$2,987.75	\$75,440.73	\$76,934.60	\$77,681.54	\$79,175.42
F26	B	28.078	\$72,709.74	\$1,454.19	\$2,908.39	\$73,436.84	\$74,891.04	\$75,618.13	\$77,072.33
F26	BP	30.294	\$78,450.05	\$1,569.00	\$3,138.00	\$79,234.56	\$80,803.56	\$81,588.06	\$83,157.06
F26	C	30.855	\$79,902.56	\$1,598.05	\$3,196.10	\$80,701.59	\$82,299.64	\$83,098.66	\$84,696.71
F26	CP	33.072	\$85,642.87	\$1,712.86	\$3,425.71	\$86,499.30	\$88,212.16	\$89,068.58	\$90,781.44
F26	D	32.963	\$85,360.00	\$1,707.20	\$3,414.40	\$86,213.60	\$87,920.80	\$88,774.40	\$90,481.60
F26	DP	35.179	\$91,100.32	\$1,822.01	\$3,644.01	\$92,011.32	\$93,833.33	\$94,744.33	\$96,566.34
F26	E	33.797	\$87,521.67	\$1,750.43	\$3,500.87	\$88,396.89	\$90,147.32	\$91,022.54	\$92,772.97
F26	EP	36.014	\$93,261.98	\$1,865.24	\$3,730.48	\$94,194.60	\$96,059.84	\$96,992.46	\$98,857.70
F26	F	35.973	\$93,155.41	\$1,863.11	\$3,726.22	\$94,086.97	\$95,950.07	\$96,881.63	\$98,744.74
F26	FP	38.190	\$98,895.72	\$1,977.91	\$3,955.83	\$99,884.68	\$101,862.59	\$102,851.55	\$104,829.46
F26	G	36.958	\$95,706.51	\$1,914.13	\$3,828.26	\$96,663.57	\$98,577.70	\$99,534.77	\$101,448.90
F26	GP	39.175	\$101,446.83	\$2,028.94	\$4,057.87	\$102,461.30	\$104,490.23	\$105,504.70	\$107,533.64

**Captain
Annual Salaries
Effective January 1, 2021
2.25% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F31	A	33.252	\$86,108.62	\$1,722.17	\$3,444.34	\$86,969.71	\$88,691.88	\$89,552.97	\$91,275.14
F31	AP	35.490	\$91,904.19	\$1,838.08	\$3,676.17	\$92,823.23	\$94,661.32	\$95,580.36	\$97,418.44
F31	B	34.177	\$88,505.79	\$1,770.12	\$3,540.23	\$89,390.85	\$91,160.97	\$92,046.02	\$93,816.14
F31	BP	36.415	\$94,301.36	\$1,886.03	\$3,772.05	\$95,244.37	\$97,130.40	\$98,073.41	\$99,959.44
F31	C	37.645	\$97,485.32	\$1,949.71	\$3,899.41	\$98,460.17	\$100,409.88	\$101,384.73	\$103,334.44
F31	CP	39.883	\$103,280.89	\$2,065.62	\$4,131.24	\$104,313.69	\$106,379.31	\$107,412.12	\$109,477.74
F31	D	38.861	\$100,633.74	\$2,012.67	\$4,025.35	\$101,640.08	\$103,652.75	\$104,659.09	\$106,671.76
F31	DP	41.099	\$106,429.31	\$2,128.59	\$4,257.17	\$107,493.60	\$109,622.19	\$110,686.48	\$112,815.07
F31	E	40.062	\$103,745.32	\$2,074.91	\$4,149.81	\$104,782.77	\$106,857.68	\$107,895.13	\$109,970.04
F31	EP	42.300	\$109,540.89	\$2,190.82	\$4,381.64	\$110,636.30	\$112,827.11	\$113,922.52	\$116,113.34
F31	F	42.231	\$109,361.95	\$2,187.24	\$4,374.48	\$110,455.57	\$112,642.81	\$113,736.43	\$115,923.67
F31	FP	44.469	\$115,157.52	\$2,303.15	\$4,606.30	\$116,309.10	\$118,612.25	\$119,763.82	\$122,066.97
F31	G	43.392	\$112,366.97	\$2,247.34	\$4,494.68	\$113,490.64	\$115,737.97	\$116,861.64	\$119,108.98
F31	GP	45.630	\$118,162.53	\$2,363.25	\$4,726.50	\$119,344.16	\$121,707.41	\$122,889.04	\$125,252.29

**Shift Chief
Annual Salaries
Effective January 1, 2021
2.25% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F39	A	38.225	\$98,987.82	\$1,979.76	\$3,959.51	\$99,977.70	\$101,957.46	\$102,947.34	\$104,927.09
F39	AP	40.463	\$104,783.39	\$2,095.67	\$4,191.34	\$105,831.23	\$107,926.89	\$108,974.73	\$111,070.39
F39	B	39.261	\$101,670.49	\$2,033.41	\$4,066.82	\$102,687.20	\$104,720.61	\$105,737.31	\$107,770.72
F39	BP	41.499	\$107,466.06	\$2,149.32	\$4,298.64	\$108,540.72	\$110,690.04	\$111,764.70	\$113,914.02
F39	C	43.323	\$112,188.03	\$2,243.76	\$4,487.52	\$113,309.91	\$115,553.67	\$116,675.55	\$118,919.31
F39	CP	45.561	\$117,983.60	\$2,359.67	\$4,719.34	\$119,163.44	\$121,523.11	\$122,702.95	\$125,062.62
F39	D	44.677	\$115,694.32	\$2,313.89	\$4,627.77	\$116,851.26	\$119,165.15	\$120,322.09	\$122,635.98
F39	DP	46.915	\$121,489.89	\$2,429.80	\$4,859.60	\$122,704.79	\$125,134.58	\$126,349.48	\$128,779.28
F39	E	46.100	\$119,379.54	\$2,387.59	\$4,775.18	\$120,573.34	\$122,960.93	\$124,154.72	\$126,542.31
F39	EP	48.338	\$125,175.11	\$2,503.50	\$5,007.00	\$126,426.86	\$128,930.36	\$130,182.11	\$132,685.61
F39	F	48.572	\$125,782.96	\$2,515.66	\$5,031.32	\$127,040.79	\$129,556.45	\$130,814.28	\$133,329.94
F39	FP	50.810	\$131,578.53	\$2,631.57	\$5,263.14	\$132,894.32	\$135,525.89	\$136,841.67	\$139,473.24
F39	G	50.313	\$130,290.48	\$2,605.81	\$5,211.62	\$131,593.39	\$134,199.20	\$135,502.10	\$138,107.91
F39	GP	52.551	\$136,086.05	\$2,721.72	\$5,443.44	\$137,446.91	\$140,168.63	\$141,529.49	\$144,251.21

**Firefighter/Paramedic
Annual Salaries
Effective January 1, 2022
2.25% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F26	NH	24.023	\$62,210.24	\$1,244.20	\$2,488.41	\$62,832.34	\$64,076.55	\$64,698.65	\$65,942.86
F26	NHP	26.023	\$67,389.17	\$1,347.78	\$2,695.57	\$68,063.07	\$69,410.85	\$70,084.74	\$71,432.52
F26	A	27.226	\$70,504.93	\$1,410.10	\$2,820.20	\$71,209.98	\$72,620.08	\$73,325.13	\$74,735.23
F26	AP	29.493	\$76,374.40	\$1,527.49	\$3,054.98	\$77,138.14	\$78,665.63	\$79,429.38	\$80,956.86
F26	B	28.709	\$74,345.71	\$1,486.91	\$2,973.83	\$75,089.17	\$76,576.09	\$77,319.54	\$78,806.46
F26	BP	30.976	\$80,215.18	\$1,604.30	\$3,208.61	\$81,017.33	\$82,621.64	\$83,423.79	\$85,028.09
F26	C	31.549	\$81,700.37	\$1,634.01	\$3,268.01	\$82,517.37	\$84,151.38	\$84,968.38	\$86,602.39
F26	CP	33.816	\$87,569.83	\$1,751.40	\$3,502.79	\$88,445.53	\$90,196.93	\$91,072.63	\$92,824.02
F26	D	33.704	\$87,280.60	\$1,745.61	\$3,491.22	\$88,153.41	\$89,899.02	\$90,771.82	\$92,517.44
F26	DP	35.971	\$93,150.08	\$1,863.00	\$3,726.00	\$94,081.58	\$95,944.58	\$96,876.08	\$98,739.08
F26	E	34.558	\$89,490.91	\$1,789.82	\$3,579.64	\$90,385.82	\$92,175.63	\$93,070.54	\$94,860.36
F26	EP	36.824	\$95,360.37	\$1,907.21	\$3,814.41	\$96,313.98	\$98,221.18	\$99,174.79	\$101,082.00
F26	F	36.782	\$95,251.41	\$1,905.03	\$3,810.06	\$96,203.92	\$98,108.95	\$99,061.46	\$100,966.49
F26	FP	39.049	\$101,120.88	\$2,022.42	\$4,044.84	\$102,132.08	\$104,154.50	\$105,165.71	\$107,188.13
F26	G	37.790	\$97,859.90	\$1,957.20	\$3,914.40	\$98,838.50	\$100,795.70	\$101,774.30	\$103,731.50
F26	GP	40.056	\$103,729.38	\$2,074.59	\$4,149.18	\$104,766.68	\$106,841.26	\$107,878.56	\$109,953.15

**Captain
Annual Salaries
Effective January 1, 2022
2.25% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F31	A	34.000	\$88,046.07	\$1,760.92	\$3,521.84	\$88,926.53	\$90,687.45	\$91,567.91	\$93,328.83
F31	AP	36.288	\$93,972.04	\$1,879.44	\$3,758.88	\$94,911.76	\$96,791.20	\$97,730.92	\$99,610.36
F31	B	34.946	\$90,497.17	\$1,809.94	\$3,619.89	\$91,402.14	\$93,212.09	\$94,117.06	\$95,927.00
F31	BP	37.235	\$96,423.14	\$1,928.46	\$3,856.93	\$97,387.37	\$99,315.84	\$100,280.07	\$102,208.53
F31	C	38.492	\$99,678.74	\$1,993.57	\$3,987.15	\$100,675.52	\$102,669.10	\$103,665.89	\$105,659.46
F31	CP	40.780	\$105,604.71	\$2,112.09	\$4,224.19	\$106,660.75	\$108,772.85	\$109,828.89	\$111,940.99
F31	D	39.735	\$102,898.00	\$2,057.96	\$4,115.92	\$103,926.98	\$105,984.94	\$107,013.92	\$109,071.88
F31	DP	42.023	\$108,823.97	\$2,176.48	\$4,352.96	\$109,912.21	\$112,088.69	\$113,176.93	\$115,353.40
F31	E	40.964	\$106,079.59	\$2,121.59	\$4,243.18	\$107,140.38	\$109,261.98	\$110,322.77	\$112,444.36
F31	EP	43.252	\$112,005.56	\$2,240.11	\$4,480.22	\$113,125.61	\$115,365.72	\$116,485.78	\$118,725.89
F31	F	43.181	\$111,822.60	\$2,236.45	\$4,472.90	\$112,940.82	\$115,177.28	\$116,295.50	\$118,531.95
F31	FP	45.470	\$117,748.57	\$2,354.97	\$4,709.94	\$118,926.05	\$121,281.02	\$122,458.51	\$124,813.48
F31	G	44.368	\$114,895.22	\$2,297.90	\$4,595.81	\$116,044.17	\$118,342.08	\$119,491.03	\$121,788.94
F31	GP	46.656	\$120,821.19	\$2,416.42	\$4,832.85	\$122,029.40	\$124,445.83	\$125,654.04	\$128,070.46

**Shift Chief
Annual Salaries
Effective January 1, 2022
2.25% Increase**

Pay Grade	Grade Step	Step Rate	Annual Salary	2% ed pay	4% ed pay	1% long.	3% long.	4% long.	6% long.
F39	A	39.085	\$101,215.05	\$2,024.30	\$4,048.60	\$102,227.20	\$104,251.50	\$105,263.65	\$107,287.95
F39	AP	41.374	\$107,141.02	\$2,142.82	\$4,285.64	\$108,212.43	\$110,355.25	\$111,426.66	\$113,569.48
F39	B	40.144	\$103,958.08	\$2,079.16	\$4,158.32	\$104,997.66	\$107,076.82	\$108,116.40	\$110,195.56
F39	BP	42.433	\$109,884.05	\$2,197.68	\$4,395.36	\$110,982.89	\$113,180.57	\$114,279.41	\$116,477.09
F39	C	44.297	\$114,712.26	\$2,294.25	\$4,588.49	\$115,859.39	\$118,153.63	\$119,300.75	\$121,595.00
F39	CP	46.586	\$120,638.23	\$2,412.76	\$4,825.53	\$121,844.61	\$124,257.38	\$125,463.76	\$127,876.53
F39	D	45.682	\$118,297.44	\$2,365.95	\$4,731.90	\$119,480.42	\$121,846.37	\$123,029.34	\$125,395.29
F39	DP	47.970	\$124,223.41	\$2,484.47	\$4,968.94	\$125,465.64	\$127,950.11	\$129,192.35	\$131,676.82
F39	E	47.137	\$122,065.58	\$2,441.31	\$4,882.62	\$123,286.24	\$125,727.55	\$126,948.20	\$129,389.51
F39	EP	49.425	\$127,991.55	\$2,559.83	\$5,119.66	\$129,271.46	\$131,831.29	\$133,111.21	\$135,671.04
F39	F	49.665	\$128,613.08	\$2,572.26	\$5,144.52	\$129,899.21	\$132,471.47	\$133,757.60	\$136,329.86
F39	FP	51.954	\$134,539.05	\$2,690.78	\$5,381.56	\$135,884.44	\$138,575.22	\$139,920.61	\$142,611.39
F39	G	51.445	\$133,222.02	\$2,664.44	\$5,328.88	\$134,554.24	\$137,218.68	\$138,550.90	\$141,215.34
F39	GP	53.733	\$139,147.99	\$2,782.96	\$5,565.92	\$140,539.47	\$143,322.42	\$144,713.90	\$147,496.86

**APPENDIX C
SIDE LETTER OF AGREEMENT**

Mr. William Lynch, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

Dear Mr. Lynch:

This letter will confirm that the parties have agreed that existing banked vacation time of IAFF members will not be unilaterally reduced and/or modified by the City during the term of this Agreement January 1, 2019 – December 31, 2022.

Very truly yours,



Wally Bobkiewicz
City Manager

**APPENDIX D
SIDE LETTER OF AGREEMENT**

Mr. William Lynch, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE: Medical Officer

Dear Mr. Lynch:

This is to confirm that should the City reinstate usage of the rank of Medical Officer it is understood that the position of Medical Officer is included in the bargaining unit.

Very truly yours,


Wally Bobkiewicz
City Manager

APPENDIX E
SIDE LETTER OF AGREEMENT

In the event that the Department wishes to reduce the number of employees TDA'd to the Fire Prevention Bureau below two either through assigning said work to civilians or contracting out, the parties shall then promptly meet and negotiate in good faith over the proposed decision and its impact and effects. If the parties fail to reach agreement, either side may invoke arbitration to resolve the dispute according to the procedure of Step 4 Arbitration of this Agreement (Section 6.2), except that the arbitration shall be an interest arbitration conducted according to the provisions of the IPLRA as applicable, and the arbitrator shall determine the dispute by applying the interest arbitration provisions of the IPLRA, and the parties' rights during and after the arbitration shall be as provided in the IPLRA.

Very truly yours,


Wally Bobkiewicz
City Manager

**APPENDIX F
SIDE LETTER OF AGREEMENT**

March 1, 2010

Mr. Brian Scott, President
Evanston Fire Fighters Association
Local No. 742, IAFF, AFL-CIO-CLC

RE Recall of Laid off firefighters

Dear Mr. Scott:

This is to confirm that upon execution of the agreement City shall recall laid off firefighters and make whole (base pay and NOT overtime) as of August 20, 2010 forward provided the employees accept reinstatement. The City will make every good faith effort to enable the laid off firefighters to return to work as soon as possible (example: as temporary hire).

Very truly yours,

Wally Bobkiewicz
City Manager

APPENDIX G
FIRE DEPARTMENT PROMOTION ACT

(50 ILCS 742/) Fire Department Promotion Act.

(50 ILCS 742/1)

Sec. 1. Short title. This Act may be cited as the Fire Department Promotion Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/5)

Sec. 5. Definitions. In this Act:

"Affected department" or "department" means a full-time municipal fire department that is subject to a collective bargaining agreement or the fire department operated by a full-time fire protection district. The terms do not include fire departments operated by the State, a university, or a municipality with a population over 1,000,000 or any unit of local government other than a municipality or fire protection district. The terms also do not include a combined department that was providing both police and firefighting services on January 1, 2002.

"Appointing authority" means the Board of Fire and Police Commissioners, Board of Fire Commissioners, Civil Service Commissioners, Superintendent or Department Head, Fire Protection District Board of Trustees, or other entity having the authority to administer and grant promotions in an affected department.

"Promotion" means any appointment or advancement to a rank within the affected department (1) for which an examination was required before January 1, 2002; (2) that is included within a bargaining unit; or (3) that is the next rank immediately above the highest rank included within a bargaining unit, provided such rank is not the only rank between the Fire Chief and the highest rank included within the bargaining unit, or is a rank otherwise excepted under item (i), (ii), (iii), (iv), or (v) of this definition. "Promotion" does not include appointments (i) that are for fewer than 180 days; (ii) to the positions of Superintendent, Chief, or other chief executive officer; (iii) to an exclusively administrative or executive rank for which an examination is not required; (iv) to a rank that was exempted by a home rule municipality prior to January 1, 2002, provided that after the effective date of this Act no home rule municipality may exempt any future or existing ranks from the provisions of this Act; or (v) to an administrative rank immediately below the Superintendent, Chief, or other chief executive officer of an affected department, provided such rank shall not be held by more than 2 persons and there is a promoted rank immediately below it. Notwithstanding the exceptions to the definition of "promotion" set forth in items (i), (ii), (iii), (iv), and (v) of this definition, promotions shall include any appointments to ranks covered by the terms of a collective bargaining agreement in effect on the effective date of this Act.

"Preliminary promotion list" means the rank order of eligible candidates established in accordance with subsection (b) of Section 20 prior to applicable

veteran's preference points. A person on the preliminary promotion list who is eligible for veteran's preference under the laws and agreements applicable to the appointing authority may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated in accordance with Section 55 and applied as an addition to the person's total point score on the examination. The appointing authority shall make adjustments to the preliminary promotion list based on any veteran's preference claimed and the final adjusted promotion list shall then be posted by the appointing authority.

"Rank" means any position within the chain of command of a fire department to which employees are regularly assigned to perform duties related to providing fire suppression, fire prevention, or emergency services.

"Final adjusted promotion list" means the promotion list for the position that is in effect on the date the position is created or the vacancy occurs. If there is no final adjusted promotion list in effect for that position on that date, or if all persons on the current final adjusted promotion list for that position refuse the promotion, the affected department shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Act, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/10)

Sec. 10. Applicability.

(a) This Act shall apply to all positions in an affected department, except those specifically excluded in items (i), (ii), (iii), (iv), and (v) of the definition of "promotion" in Section 5 unless such positions are covered by a collective bargaining agreement in force on the effective date of this Act. Existing promotion lists shall continue to be valid until their expiration dates, or up to a maximum of 3 years after the effective date of this Act.

(b) Notwithstanding any statute, ordinance, rule, or other laws to the contrary, all promotions in an affected department to which this Act applies shall be administered in the manner provided for in this Act. Provisions of the Illinois Municipal Code, the Fire Protection District Act, municipal ordinances, or rules adopted pursuant to such authority and other laws relating to promotions in affected departments shall continue to apply to the extent they are compatible with this Act, but in the event of conflict between this Act and any other law, this Act shall control.

(c) A home rule or non-home rule municipality may not administer its fire department promotion process in a manner that is inconsistent with this Act. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois

Constitution on the concurrent exercise by home rule units of the powers and functions exercised by the State.

(d) This Act is intended to serve as a minimum standard and shall be construed to authorize and not to limit:

(1) An appointing authority from establishing different or supplemental promotional criteria or components, provided that the criteria are job-related and applied uniformly.

(2) The right of an exclusive bargaining representative to require an employer to negotiate clauses within a collective bargaining agreement relating to conditions, criteria, or procedures for the promotion of employees to ranks, as defined in Section 5, covered by this Act.

(3) The negotiation by an employer and an exclusive bargaining representative of provisions within a collective bargaining agreement to achieve affirmative action objectives, provided that such clauses are consistent with applicable law.

(e) Local authorities and exclusive bargaining agents affected by this Act may agree to waive one or more of its provisions and bargain on the contents of those provisions, provided that any such waivers shall be considered permissive subjects of bargaining.

(Source: P.A. 93-411, eff. 8-4-03; 94-809, eff. 5-26-06.)

(50 ILCS 742/15)

Sec. 15. Promotion process.

(a) For the purpose of granting promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, administer a promotion process in accordance with this Act.

(b) Eligibility requirements to participate in the promotional process may include a minimum requirement as to the length of employment, education, training, and certification in subjects and skills related to fire fighting. After the effective date of this Act, any such eligibility requirements shall be published at least one year prior to the date of the beginning of the promotional process and all members of the affected department shall be given an equal opportunity to meet those eligibility requirements.

(c) All aspects of the promotion process shall be equally accessible to all eligible employees of the department. Every component of the testing and evaluation procedures shall be published to all eligible candidates when the announcement of promotional testing is made. The scores for each component of the testing and evaluation procedures shall be disclosed to each candidate as soon as practicable after the component is completed.

(d) The appointing authority shall provide a separate promotional examination for each rank that is filled by promotion. All examinations for promotion shall be competitive among the members of the next lower rank who meet the established eligibility requirements and desire to submit themselves to examination. The appointing authority may employ consultants to design and administer promotion examinations or may adopt any job-related examinations or study materials that may become available, so long as they comply with the requirements of this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/20)

Sec. 20. Promotion lists.

(a) For the purpose of granting a promotion to any rank to which this Act applies, the appointing authority shall from time to time, as necessary, prepare a preliminary promotion list in accordance with this Act. The preliminary promotion list shall be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(b) A person's position on the preliminary promotion list shall be determined by a combination of factors which may include any of the following: (i) the person's score on the written examination for that rank, determined in accordance with Section 35; (ii) the person's seniority within the department, determined in accordance with Section 40; (iii) the person's ascertained merit, determined in accordance with Section 45; and (iv) the person's score on the subjective evaluation, determined in accordance with Section 50. Candidates shall be ranked on the list in rank order based on the highest to the lowest total points scored on all of the components of the test. Promotional components, as defined herein, shall be determined and administered in accordance with the referenced Section, unless otherwise modified or agreed to as provided by paragraph (1) or (2) of subsection (d) of Section 10. The use of physical criteria, including but not limited to fitness testing, agility testing, and medical evaluations, is specifically barred from the promotion process.

(c) A person on the preliminary promotion list who is eligible for a veteran's preference under the laws and agreements applicable to the department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The preference shall be calculated as provided under Section 55 and added to the total score achieved by the candidate on the test. The appointing authority shall then make adjustments to the rank order of the preliminary promotion list based on any veteran's preferences awarded. The final adjusted promotion list shall then be distributed, posted, or otherwise made conveniently available by the appointing authority to all members of the department.

(d) Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the appointing authority shall appoint to that position the person with the highest ranking on the final promotion list for that rank, except that the appointing authority shall have the right to pass over that person and appoint the next highest ranked person on the list if the appointing authority has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the appointing authority shall document its reasons for its decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is

the highest ranking person on the list at the time of the vacancy shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with any grievance procedure in effect covering the employee.

A vacancy shall be deemed to occur in a position on the date upon which the position is vacated, and on that same date, a vacancy shall occur in all ranks inferior to that rank, provided that the position or positions continue to be funded and authorized by the corporate authorities. If a vacated position is not filled due to a lack of funding or authorization and is subsequently reinstated, the final promotion list shall be continued in effect until all positions vacated have been filled or for a period up to 5 years beginning from the date on which the position was vacated. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Any candidate may refuse a promotion once without losing his or her position on the final adjusted promotion list. Any candidate who refuses promotion a second time shall be removed from the final adjusted promotion list, provided that such action shall not prejudice a person's opportunities to participate in future promotion examinations.

(e) A final adjusted promotion list shall remain valid and unaltered for a period of not less than 2 nor more than 3 years after the date of the initial posting. Integrated lists are prohibited and when a list expires it shall be void, except as provided in subsection (d) of this Section. If a promotion list is not in effect, a successor list shall be prepared and distributed within 180 days after a vacancy, as defined in subsection (d) of this Section.

(f) This Section 20 does not apply to the initial hiring list.
(Source: P.A. 95-956, eff. 8-29-08.)

(50 ILCS 742/25)

Sec. 25. Monitoring.

(a) All aspects of the promotion process, including without limitation the administration, scoring, and posting of scores for the written examination and subjective evaluation and the determination and posting of seniority and ascertained merit scores, shall be subject to monitoring and review in accordance with this Section and Sections 30 and 50.

(b) Two impartial persons who are not members of the affected department shall be selected to act as observers by the exclusive bargaining agent. The appointing authorities may also select 2 additional impartial observers.

(c) The observers monitoring the promotion process are authorized to be present and observe when any component of the test is administered or scored. Except as otherwise agreed to in a collective bargaining agreement, observers may not interfere with the promotion process, but shall promptly report any observed or suspected violation of the requirements of this Act or an applicable collective bargaining agreement to the appointing authority and all other affected parties.

(d) The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/30)

Sec. 30. Promotion examination components. Promotion examinations that include components consisting of written examinations, seniority points, ascertained merit, or subjective evaluations shall be administered as provided in Sections 35, 40, 45 and 50. The weight, if any, that is given to any component included in a test may be set at the discretion of the appointing authority provided that such weight shall be subject to modification by the terms of any collective bargaining agreement in effect on the effective date of this Act or thereafter by negotiations between the employer and an exclusive bargaining representative. If the appointing authority establishes a minimum passing score, such score shall be announced prior to the date of the promotion process and it must be an aggregate of all components of the testing process. All candidates shall be allowed to participate in all components of the testing process irrespective of their score on any one component. The provisions of this Section do not apply to the extent that they are inconsistent with provisions otherwise agreed to in a collective bargaining agreement.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/35)

Sec. 35. Written examinations.

(a) The appointing authority may not condition eligibility to take the written examination on the candidate's score on any of the previous components of the examination. The written examination for a particular rank shall consist of matters relating to the duties regularly performed by persons holding that rank within the department. The examination shall be based only on the contents of written materials that the appointing authority has identified and made readily available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the particular rank for which the examination is being given. The written examination shall be administered after the determination and posting of the seniority list, ascertained merit points, and subjective evaluation scores. The written examination shall be administered, the test materials opened, and the results scored and tabulated.

(b) Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test in front of the observers if such observers are appointed under Section 25, or if the tests are graded offsite by a bona fide testing agency, the observers shall witness the sealing and the shipping of the tests for grading and the subsequent opening of the scores upon the return from the testing agency. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination or upon the day of its return from the testing agency (or the appointing authority shall require the testing agency to mail the individual scores to any address

submitted by the candidates on the day of the examination); and (ii) to review the answers to the examination that the examiners consider correct. The appointing authority may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates. The review sessions shall be at no cost to the candidates.

(c) Sample written examinations may be examined by the appointing authority and members of the department, but no person in the department or the appointing authority (including the Chief, Civil Service Commissioners, Board of Fire and Police Commissioners, Board of Fire Commissioners, or Fire Protection District Board of Trustees and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included. It is a violation of this Act for any member of the department or the appointing authority to obtain or divulge foreknowledge of the contents of the written examination before it is administered.

(d) Each department shall maintain reading and study materials for its current written examination and the reading list for the last 2 written examinations or for a period of 5 years, whichever is less, for each rank and shall make these materials available and accessible at each duty station.

(e) The provisions of this Section do not apply to the extent that they are in conflict with provisions otherwise agreed to in a collective bargaining agreement. (Source: P.A. 97-352, eff. 8-12-11.)

(50 ILCS 742/40)

Sec. 40. Seniority points.

(a) Seniority points shall be based only upon service with the affected department and shall be calculated as of the date of the written examination. The weight of this component and its computation shall be determined by the appointing authority or through a collective bargaining agreement.

(b) A seniority list shall be posted before the written examination is given and before the preliminary promotion list is compiled. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/45)

Sec. 45. Ascertained merit.

(a) The promotion test may include points for ascertained merit. Ascertained merit points may be awarded for education, training, and certification in subjects and skills related to the fire service. The basis for granting ascertained merit points, after the effective date of this Act, shall be published at least one year prior to the date ascertained merit points are awarded and all persons eligible to compete for promotion shall be given an equal opportunity to obtain ascertained merit points unless otherwise agreed to in a collective bargaining agreement.

(b) Total points awarded for ascertained merit shall be posted before the written examination is administered and before the promotion list is compiled.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/50)

Sec. 50. Subjective evaluation.

(a) A promotion test may include subjective evaluation components. Subjective evaluations may include an oral interview, tactical evaluation, performance evaluation, or other component based on subjective evaluation of the examinee. The methods used for subjective evaluations may include using any employee assessment centers, evaluation systems, chief's points, or other methods.

(b) Any subjective component shall be identified to all candidates prior to its application, be job-related, and be applied uniformly to all candidates. Every examinee shall have the right to documentation of his or her score on the subjective component upon the completion of the subjective examination component or its application. A designated representative of the contracting union party shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of a testing agency and representatives of the appointing authority held prior to the administration of the test to candidates for promotion.

(c) Where chief's points or other subjective methods are employed that are not amenable to monitoring, monitors shall not be required, but any disputes as to the results of such methods shall be subject to resolution in accordance with any collectively bargained grievance procedure in effect at the time of the test.

(d) Where performance evaluations are used as a basis for promotions, they shall be given annually and made readily available to each candidate for review and they shall include any disagreement or documentation the employee provides to refute or contest the evaluation. These annual evaluations are not subject to grievance procedures, unless used for points in the promotion process.

(e) Total points awarded for subjective components shall be posted before the written examination is administered and before the promotion list is compiled.

(f) Persons selected to grade candidates for promotion during an assessment center process shall be impartial professionals who have undergone training to be certified assessors. The training and certification requirements shall, at a minimum, provide that, to obtain and maintain certification, assessors shall complete a course of basic training, subscribe to a code of ethical conduct, complete continuing education, and satisfy minimum activity levels.

(g) The standards for certification shall be established by a Joint Labor and Management Committee (JLMC) composed of 4 members: 2 designated by a statewide association whose membership is predominantly fire chiefs representing management interests of the Illinois fire service, and 2 designated by a statewide labor organization that is a representative of sworn or commissioned firefighters in Illinois. Members may serve terms of one year subject to reappointment.

For the purposes of this Section, the term "statewide labor organization" has the meaning ascribed to it in Section 10-3-12 of the Illinois Municipal Code.

In developing certification standards the JLMC may seek the advice and counsel of professionals and experts and may appoint an advisory committee.

The JLMC may charge reasonable fees that are related to the costs of administering authorized programs and conducting classes, including without limitation the costs of monitoring programs and classes, to the following: (i) applicants for certifications or recertifications, (ii) recipients of certifications or recertifications, and (iii) individuals and entities approved by the JLMC to conduct programs or classes.

The JLMC's initial certification standards shall be submitted to the Office of the State Fire Marshal by January 1, 2009. The JLMC may provisionally certify persons who have prior experience as assessors on promotional examinations in the fire service. Effective January 1, 2010 only those persons who meet the certification standards developed by the JLMC and submitted to the Office of the State Fire Marshal may be selected to grade candidates on a subjective component of a promotional examination conducted under the authority of this Act; provided this requirement shall be waived for persons employed or appointed by the jurisdiction administering the examination.

The JLMC shall annually:

(1) issue public notice offering persons who are interested in qualifying as certified assessors the opportunity to enroll in training; and

(2) submit to the Office of the State Fire Marshal an amended list of persons who remain certified, are newly certified, or who are no longer certified.

(h) The Office of the State Fire Marshal shall support the program by adopting certification standards based on those submitted by the JLMC and by establishing a roster of certified assessors composed of persons certified by the JLMC.

If the parties have not agreed to contract with a particular testing company to provide certified assessors, either party may request the Office to provide the names of certified assessors. Within 7 days after receiving a request from either party for a list of certified assessors, the Office shall select at random from the roster of certified assessors a panel numbering not less than 2 times the number of assessors required. The parties shall augment the number by a factor of 50% by designating assessors who may serve as alternates to the primary assessors.

The parties shall select assessors from the list or lists provided by the Office or from the panel obtained by the testing company as provided above. Within 7 days following the receipt of the list, the parties shall notify the Office of the assessors they have selected. Unless the parties agree on an alternate selection procedure, they shall alternatively strike names from the list provided by the Office until only the number of required assessors remain. A coin toss shall determine which party strikes the first name. If the parties fail to notify the Office in a timely manner of their selection of assessors, the Office shall appoint the assessors required from the roster of certified assessors. In the event an assessor is not able to participate in the assessment center process for which he was selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the Office.

(Source: P.A. 97-174, eff. 7-22-11.)

(50 ILCS 742/55)

Sec. 55. Veterans' preference. A person on a preliminary promotion list who is eligible for veteran's preference under any law or agreement applicable to an affected department may file a written application for that preference within 10 days after the initial posting of the preliminary promotion list. The veteran's preference shall be calculated as provided in the applicable law and added to the applicant's total score on the preliminary promotion list. Any person who has received a promotion from a promotion list on which his or her position was adjusted for veteran's preference, under this Act or any other law, shall not be eligible for any subsequent veteran's preference under this Act.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/60)

Sec. 60. Right to review. Any affected person or party who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference shall be entitled to a review of the matter by the appointing authority or as otherwise provided by law.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/65)

Sec. 65. Violations.

(a) A person who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of this Act commits a violation of this Act and may be subject to charges for official misconduct.

(b) A person who is the knowing recipient of test information in advance of the examination shall be disqualified from the promotion examination or demoted from the rank to which he was promoted, as applicable and otherwise subjected to disciplinary actions.

(Source: P.A. 93-411, eff. 8-4-03.)

(50 ILCS 742/900)

Sec. 900. (Amendatory provisions; text omitted).

(Source: P.A. 93-411, eff. 8-4-03; text omitted.)

(50 ILCS 742/999)

Sec. 999. Effective date. This Act takes effect upon becoming law.

(Source: P.A. 93-411, eff. 8-4-03.)

**APPENDIX H
PLANS PARTICIPATION AGREEMENT**

**Employer Participation Agreement
for the
Post Employment Health Plan
for Collectively Bargained Public Employees**

This PARTICIPATION AGREEMENT, effective as of the 1st day of March 1999, (the "Effective Date"), by and between the undersigned employer (the "Employer"), and Public Employees Benefit Services Corporation (PEBSCO), as the administrator (the "Administrator") of the Post Employment Health Plan for Collectively Bargained Public Employees (the "Plan").

WITNESSETH:

WHEREAS, the Employer is a State or a political subdivision thereof, or an agency or instrumentality of any of the foregoing; and

WHEREAS, the Plan provides post-retirement reimbursement of qualifying medical care expenses for the benefit of government employees and their dependents and,

WHEREAS, pursuant to a collective bargaining agreement (attached hereto as Exhibit B) with Evanston Fire Fighters Association (the "Local Union"), the Employer has agreed to make contributions pursuant to the Plan for work performed by its employees covered by said collective bargaining agreement ("Contributions"); and

WHEREAS, the Contributions will be held in trust by the ~~LaSalle National Bank~~ ^{BANK OF AMERICA}, or its successor, as trustee (the "Trustee") of the Trust for the Post Employment Health Plan for Collectively Bargained Public Employees (the "Trust") for the exclusive benefit of plan participants and their qualified dependents;

WHEREAS, the Plan gives authority to the Administrator to accept on behalf of the Plan an Employer for participation in the Plan; and

WHEREAS, the Administrator is willing to accept the Employer as an Employer under the Plan upon the terms and conditions herein set forth;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the Employer and the Administrator hereby agree as follows:

1. By execution of this Participation Agreement, the Employer adopts and agrees to be bound by all of the terms and provisions of the Plan and the Agreement and Declaration of Trust for the Plan assets (the "Trust Agreement") effective February 20, 1991 and such subsequent amendments which are adopted as provided in the Trust Agreement. The Employer agrees to be bound by all actions taken by the Administrator and the Trustee pursuant to the powers granted them by the Plan and Trust Agreement.
2. By execution of this Participation Agreement with the Employer, the Administrator accepts the Employer for participation in the Plan. The Trust Agreement and the Plan adopted by the Employer (and other participating employers) as in effect from time to time, shall fully apply to the Employer and its employees accepted for participation in the Plan.
3. This Participation Agreement does not authorize the Plan to bind the Employer in any manner inconsistent with the terms of its collective bargaining agreement and the Trust Agreement. This provision shall not preclude the Administrator or Trustee from enforcing any rights which are pro-

- ant to the collective bargaining agreement and this Participation Agreement shall rest solely with the Local Union.
8. The Employer (and the Local Union through the collective bargaining agreement) hereby appoint, and approve of, PEBSCO to provide claims payment services and to act as the Administrator for the Plan. The Employer further agrees that the Administrator's compensation for its services shall be based on the schedule attached hereto as Exhibit A. The Administrator's fee shall remain fixed for the duration of the collective bargaining agreement unless the Employer and Administrator, upon mutual agreement, adjust the Administrator's fees during the term of the collective bargaining agreement. Upon the expiration of the collective bargaining agreement, the Administrator may adjust its fee. If the Employer does not approve a revised fee schedule, then the Administrator shall charge the fee based on the schedule approved by a majority of the Employers employing a majority of Participants participating under the Plan.
 9. In addition to the fees to the Administrator, the Administrator shall have the authority to pay from the Trust any additional fees for legal services, Trustee expenses and other Plan related fees and expenses reasonably determined by the Administrator to be necessary for the Plan's and Trust's operation.
 10. The Employer and the Local Union (through the collective bargaining agreement) hereby appoint, and approve of, LaSalle National Bank to act as Trustee of the Plan and Trust, and hereby ratify the terms of the Trust Agreement entered into between employees' representatives (i.e., the Professional Firefighters of Wisconsin, the Illinois Professional Firefighters Association, and the Wisconsin Professional Police Association) and the Trustee, a copy of which has been provided to the Employer. 11. The Employer (and its covered employees through its Advisory Committee Representative) hereby appoint and approve of Nationwide Advisory Services, Inc. to act as investment manager for the Trust's assets and the utilization of a group variable annuity for investment of the Employer's contributions. The Employer acknowledges that it has received and reviewed the informational brochure for the annuity. It is understood and agreed that part of the arrangement between PEBSCO as Administrator and product provider Nationwide Life Insurance Co. includes commissions.
 12. No waiver of any default in performance on the part of the Administrator or the Employer or any breach or series of breaches of any of the terms of this Agreement shall constitute a waiver of any subsequent breach. Resort to any remedies referred to herein shall not be construed as a waiver or any other rights and remedies to which the Administrator is entitled under this Agreement or otherwise.
 13. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed without the invalid portion.
 14. The Employer shall indemnify and hold the Administrator harmless for and against all losses, damages, liabilities or expenses (including, but not limited to, reasonable attorney's fees and litigation expenses) which the Administrator may incur as a result of claims based upon any breach by the Employer, its affiliates, agents or employees of any provisions of this Agreement, the Plan document or related items that are within their reasonable control.
 15. The Administrator shall indemnify and hold the Employer harmless for and against all losses, damages, liabilities or expenses (including, but not limited to reasonable attorney's fees and litigation expenses) which the Employer may incur as a result of claims based upon any breach by the Administrator, its affiliates, agents or employees of any provisions of this Agreement, the Plan Document or related items that are within their reasonable control.

16. As a condition precedent to any right of action hereunder, in the event of any dispute or difference of opinion hereafter arising with respect to this Agreement, it is hereby mutually agreed that such dispute or difference of opinion shall be submitted to arbitration, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, except as otherwise provided in this arbitration provision. One arbiter shall be chosen by Employer, the other by PEBSCO, and an umpire shall be chosen by the two arbiters before they enter upon arbitration. In the event that either party should fail to choose an arbiter within (30) days following a written request by the other party to do so, the requesting party may choose two arbiters who shall in turn choose an umpire before entering upon arbitration. If the two arbiters fail on the selection of an umpire within (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and the decision shall be made by drawing lots.
17. This agreement shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Ohio. The parties consent to the jurisdiction of any Local, State or Federal Court located within Ohio.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed on its behalf by a duly authorized officer, and a duly authorized representative of PEBSCO executed this Agreement on behalf of the Administrator.

("Employer")

June 1, 1999

By John R. Witt
 Post Employment Health Plan
 For Collectively Bargained Public Employees
 And Its Administrator, PEBSCO

_____, 19____

By _____
 PEBSCO Representative
 Public Employee Benefits Services Corporation, Inc.
 (PEBSCO as Administrator)

APPENDIX I
RETURN TO SHIFT/EXEMPT POSITIONS



CITY OF EVANSTON • FIRE & LIFE SAFETY SERVICES

909 Lake Street • Evanston, Illinois 60201-4318 • TEL: 847-866-5918 • FAX: 847-866-8729

November 1, 2004

To: Jeffrey McDermott, Union President
Evanston Firefighters Local 742

From: Alan J. Berkowsky, Fire Chief

RE: Return to Shift/Exempt Positions

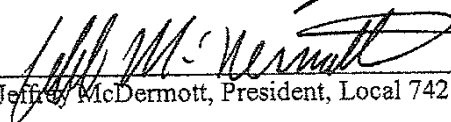
Whenever a member of the Department accepts the position of Division Chief, the member may return to shift under the following conditions:

1. There is an agreement between the member and the Fire Chief that it is in the best interest of the Department (and the member) to return the member to Shift/FPB.
2. The member will make arrangements with the Union for re-entry into the Bargaining Unit.

Members that were Captains previous to the promotion will return as Captains.

Members subjected to discipline may have the option of returning to Shift/FPB pending the seriousness and outcome of the disciplinary process.


Alan J. Berkowsky, Fire Chief


Jeffrey McDermott, President, Local 742

**APPENDIX J
INCIDENT COMMAND MINIMUM QUALIFICATIONS**

Memorandum of Understanding

The following agreement is specifically designed to provide the minimum educational course qualifications necessary to fulfill the role of Incident Command and/or Incident Safety Officer by all Chief Officers and Acting Chief Officers of the Evanston Fire Department.

Nothing in this agreement shall take precedence to the CBA with respect to Article XVI (Promotions) or Appendix H (Fire Department Promotion Act).

All members currently holding a Chief Officer or Acting Chief Officer position shall have 18 months from the date of this agreement to meet the course requirements. Extensions may be permitted if mutually agreed by both the Union and the City.

Future promotions to Chief Officer or new Acting Chief Officers shall have 18 months from the date of the final promotional list posting to meet the course requirements. Extensions may be permitted if mutually agreed by both the Union and the City.

For members of Local 742, all required courses are to be provided during normal duty hours. If this is not possible, coverage will be provided and/or overtime paid in accordance with Section 10.2 of the CBA. A member would not be obligated to attend any training on his assigned vacation or Kelly day.

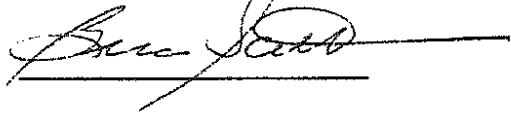
Course Name	Hours
National Fire Academy ISO	16 hours
Fire Officer 1 or BS/MS Fire Science	200 hours plus
Tactics II	40 hours
NIMS 300	16 hours
NIMS 400 (Division Chief or Higher)	16 hours

Agreed to this 17 day of February, 2011

City of Evanston



EFFA, IAFF Local 742



**APPENDIX K
DIVISION CHIEF RESPONSE TO ALARMS**

Memorandum of Understanding

The following agreement is specifically designed to bring clarity and understanding to how Division Chief Officers will respond to alarms below the level of a Code Four alarm.

Division Chief Officers may respond to any type of incident at their discretion. However, their *purpose for responding to routine calls will be defined as follows:*

- Assist and provide information to companies on the scene.
- Observe operations.
- Remain connected in the daily operations of the Department.
- Assist with fire/incident investigation and gather information for the media.

If a Division Chief Officer responds, he/she will follow dispatch protocol. Once on the scene, *he/she will make face-to-face contact with the Officer in Charge.* It should never be the intent of a Division Chief officer to supersede the authority of the Officer in Charge; unless he/she feels inappropriate actions are being taken. In those rare instances, appropriate SOG's and the proper chain of command will be followed. Division Chief officers will not cancel assignments of responding apparatus without first contacting Battalion 21.

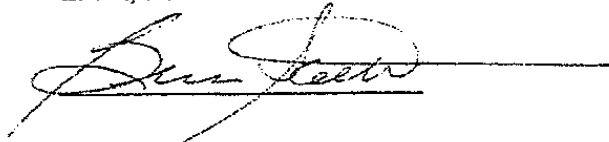
It shall never be the intent of any Chief or Division Chief Officer to substitute or claim the work of a Shift Chief or Company Officer at any time.

Agreed to this 17 day of February, 2011

City of Evanston



EFFA, IAFF Local 742



**APPENDIX L
PERSONNEL RULES / WORKERS' COMPENSATION**

**Memorandum of Understanding
City of Evanston and Evanston Fire Fighters Association, IAFF Local 742
Worker's Compensation Program
September 15, 2011**

On January 21, 2011, the Evanston Fire Fighters Association, IAFF Local 742, placed an official demand to bargain in good faith over a proposed new section of the City's Personnel Manual. This Section (#20) relates to the City's Worker's Compensation Program, and applies to all City employees. The City promptly accepted and both parties, over several meetings, bargained in good faith over the section.

Please find below the negotiated Section 20:

City of Evanston

Section 20. Workers Compensation Program

Mission Statement: As part of its mission to become the most livable city in America, the City of Evanston is committed to providing outstanding Customer Service to the citizens of Evanston. In order to achieve this commitment our employees must be in good health and free from injury.

The mission of the City of Evanston's worker's compensation program will be to act as a supportive resource to both employees and their supervisors. The program will compassionately recognize injured employees, utilizing honest, open, and respectful communication at all times. The program administrators will act as advocates for both the injured employee and their supervisor, finding a balance between the interests of both parties while aiding, in a timely fashion, the employee during their recovery to full health.

Policy: It is the policy of the City of Evanston to follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness obtained in the course of employment.

Neither the City of Evanston nor the Third Party Administrator will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

Purpose: Worker's compensation is a statutory requirement and not a benefit provided by the City of Evanston. The following guidelines and procedures are in accordance with the requirements of the Illinois Workers Compensation Act and, in addition for Fire and Police, the Public Employee's Disability Act.
Procedures/Guidelines:

1) In accordance with the Illinois Worker's Compensation Act, employees who get hurt on the job must notify their supervisor within 45 days. The City of Evanston's policy is that employees who get hurt on the job should notify their supervisor immediately, and complete an Employee Injured on Duty Report. Both should be done no later than the end of the business day on which the injury occurred, unless extenuating circumstances are present. All reports shall be complete prior to submission, otherwise incomplete reports will be returned to the supervisor and employee prior to being accepted for processing for consideration as a compensable injury. Failure or refusal by the employee

Memorandum Of Understanding – Worker's Compensation Program

to comply with the provisions of this section may result in the delay of benefits under the Illinois Worker's Compensation Act.

2) *Reported injuries suffered by employees during the course of their employment shall be investigated immediately, or as soon as is practicable, by the employee's supervisor. Investigations shall include, but not be limited to, completion of the Employee Injured on Duty Report, photos of the scene taken with city-issued cell phone, interviewing witnesses (information obtained to be included in report), etc.*

3) If the claim for benefits is determined to be compensable, the third-party claims administrator shall distribute all appropriate benefits. If the claim is determined to be non-compensable, the third-party claims administrator will notify the employee, or beneficiary if a death, in writing of the denial. Injuries resulting when an employee has removed themselves from the course of their employment by violation of direct and/or specific instructions thereby unnecessarily increasing the risk of injury may not be compensable.

4) Initial medical treatment for job related injuries: During business hours employees will be directed by their *supervisor to go to the City's medical provider. During non-business hours employees will be directed to go to the nearest emergency room for treatment. All emergency room visits will require a follow-up appointment with the City's medical provider the very next business day.*

For employees needing additional follow-up medical treatment to what was provided by the City's medical provider, the Safety & Worker's Compensation Manager, or designated claims adjuster for the Third Party Administrator, will provide authorization for treatment from the employee's treating physician within three (3) business days from the date sufficient information has been received in order to determine the compensability of the injury.

Sufficient information includes, but is not limited to, the completed injury report (see section 1 above for report completion guidelines), witness statements, and a full and complete investigation.

5) All employees are required to follow all safety guidelines/procedures and wear any/all appropriate personal protective equipment. Employees should only operate equipment that they have been trained and authorized to operate.

6) Employees are expected to schedule follow-up medical appointments and therapy appointments at the beginning or end of their shift in order to reduce disruption to co-workers and departmental productivity. In accordance with the Illinois Worker's Compensation Act an employer has 14 days to respond to a demand for medical benefits. The City shall provide timely verbal/written approval, and when possible within 24 hours or the next business day, from the time the City's Third Party Administrator receives all necessary medical documentation, etc., to all treating doctors, hospitals or other medical providers if such approval is required by the employee's medical provider. However, this period of time may be extended when the city exercises its rights under the Act, including, but not limited to, Independent Medical Evaluations and Utilization Review.

7) It is the employee's responsibility to notify their supervisors of any treatment schedules, doctor's appointments, surgery dates, etc., in advance of such appointments.

Memorandum Of Understanding – Worker's Compensation Program

Such notification is expected to be provided the same, or next, business day from the date the appointment was made.

Employees on light duty in accordance with any Collective Bargaining Agreement or applicable personnel rule, who miss or cancel appointments, as listed above, due to their own circumstances are responsible for notifying their supervisors immediately and are expected to report for work, or remain at work.

8) After each medical appointment for a work-related injury employees are to ask for a work status note/report from the medical provider and are required to bring that note/report to the Human Resources office, and their supervisor, the same, or next, business day. Reports faxed from the doctor's office are only for employees who have been given driving restrictions, the same deadline outlined above applies for reports faxed from the doctor's office (driving restrictions must be included in the status report, otherwise the employee is required to deliver the report themselves as directed above). Failure to comply with this procedure may result in the delay of authorization for further medical treatment or, payment of future Temporary Total Disability (TTD)/Public Employee Disability Act (PEDA) benefits.

Taxation issues caused by non-compliance with this procedure by PEDA eligible employees does not subject the City of Evanston to any additional reporting responsibility.

9) It is the City of Evanston's policy to accommodate most any light duty restrictions. Employees given restrictions that allow them to perform light duty will be expected to report such restrictions to their supervisor as outlined in section 8 above, but subject to the provisions of any Collective Bargaining Agreement ("CBA"). The availability of light duty work shall be assumed by the employee upon receipt of such restrictions from the treating physician, and only upon notification by the employee's supervisor that light duty cannot be accommodated will the employee be excused from reporting for work. Working light duty tolls the payment of TTD/PEDA benefits.

10) Employees who have been released to light-duty by a physician but do not want to return to work until released to full-duty are required to contact their supervisor for each day they do not come to work, unless prior arrangements are made. Employees who voluntarily choose not to work the offered light duty assignment will not be eligible for TTD/PEDA benefits, subject to the provisions of any CBA.

11) An employee who is determined to be temporarily totally disabled and off work as the result of any injury or illness arising out of and in the course of their employment shall not be charged with paid sick leave during any period of temporary total disability or incapacity in which he is also eligible to receive statutory Illinois Workers' Compensation benefits. Injured employees will accrue sick leave, vacation time and other fringe benefits in accordance with applicable personnel rules or collective bargaining agreements. All accruals are subject to limits as outlined in Sections 8.3 and 8.4 (a) of the City of Evanston's personnel manual or the appropriate collective bargaining agreement.

12) According to the Illinois workers' compensation law, no temporary total disability (TTD) is payable to an employee for a work-related injury for the first three (3) complete working days of the employee's incapacity, unless the incapacity continues for 14 or more calendar days. However, employees eligible for PEDA are not subject to this limitation. Although not required by law, it is the City's policy to allow an employee to

Memorandum Of Understanding – Worker's Compensation Program

use three (3) of their sick days for the first three non-compensable days so long as the employee has twelve (12), or more, sick days in their sick time accrual bank. If the injured employee is incapacitated for more than 14 calendar days, the employee's sick bank will be reinstated. Sick time cannot be used in conjunction with TTD.

13) An employee who has been deemed to have reached maximum medical improvement (MMI) and has been given work restrictions that do not allow them to perform the full scope of their job for which they are currently employed will be placed on FMLA in accordance with the employee's collective bargaining agreement, if applicable. The specifics of each FMLA will be addressed on a case by case basis.

14) An employee receiving TTD benefits shall be required to pay their regular employee contribution to the City of Evanston for their health, dental and life insurance premiums. Arrangements for payment will be made upon the employee's return to light, or full, duty, whichever comes first. If the employee should not be able to return to light-, or full-, duty, he/she remains responsible for their portion of the past due premiums provided however, health insurance premiums will not be payable for any employee eligible for benefits under the Public Safety Employee Benefits Act.

15) If an employee personally receives bills related to an injury they suffered due to their employment, the bills must be given to his/her supervisor, or brought to Human Resources, immediately so that they may be submitted to the City's third party administrator for prompt payment.

16) Any unused floating holiday(s) shall not be carried over at the end of the calendar year if they are not able to be taken due to a work-related injury/illness.

17) **Fire & Police subsection:**

Upon line-of-duty disability retirement, any accrued and unused vacation and/or sick leave shall be paid out according to the applicable union contract. Likewise, all benefit accruals for all benefit types shall cease as well at the commencement of an employee's duty-related disability pension.

Upon commencement of an employee's line-of-duty disability pension, the employee, their spouse and minor children shall be eligible to have the City pay health insurance coverage as outlined in the Public Safety Employee Benefits Act, so long as all three criteria are met. Employees eligible to apply for Public Safety Employee Benefits Act (PSEBA) health insurance coverage must request, in writing, an application for such benefits from the Human Resources division within two weeks from the date an employee's duty related disability pension commences.

The payment of health insurance coverage for employees not eligible for payments under the Public Safety Employee Benefits Act shall be paid in accordance with the applicable CBA. Rather, the employee may continue said insurance if he chooses to pay the full cost via pension check deduction.

Fire - Participation in contact or competitive sports whether organized or informal in nature, is prohibited while on duty. These activities include, but are not limited to, basketball, football, floor hockey, boxing, wrestling, softball and baseball. Any such participation in these activities by members while on duty shall not be considered to be an approved physical fitness activity.

Memorandum Of Understanding – Worker’s Compensation Program

Any fitness/sports activity that cannot be undertaken using the exercise equipment provided by the City, or approved by the Fire Chief or his designee is expressly prohibited. The only exception to this will be members who choose to run/jog within close proximity to their assigned station, provided they can return to their apparatus within 60 seconds and have a portable radio with them at all times.

18) Nothing in this Section shall be construed as a waiver of an employee’s or City’s rights under the Illinois Worker’s Compensation Act nor the Public Employee Disability Act (PEDA). The City shall not be required under this Section to grant rights or benefits greater than required by the Illinois Worker’s Compensation Act or the PEDA.

19) Employees who are found to have violated any of the above stated guidelines/procedures will be subject to discipline in accordance with all applicable personnel policies or the appropriate union contract. This does not, in any way, waive the City of Evanston’s responsibility under the Illinois Worker’s Compensation Act for any injury that is determined to be compensable under the Act.

For the City of Evanston


Wally Bobkiewicz, City Manager

9-23-11
Date

For the Union


Brian Scott, President, IAFF Local 742

9-16-11
Date

Approved as to form:


W. Grant Farrar
Corporation Counsel

APPENDIX M
DIVISION CHIEF MEMORANDUM OF UNDERSTANDING

Execution Version

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the "MOU") entered into this 14th day of March, 2019 by and between the **CITY OF EVANSTON** (the "City") and the **EVANSTON FIRE FIGHTERS ASSOCIATION LOCAL NO. 742, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC** (the "IAFF") (collectively, the "Parties").

WITNESSETH

WHEREAS, the IAFF is the sole and exclusive bargaining representative for all uniformed classifications of fire fighters, including the rank of Shift Chief, below the rank of Assistant Fire Chief;

WHEREAS, the City and the IAFF are parties to a collective bargaining agreement with a current term of January 1, 2017 through December 31, 2018 (the "CBA");

WHEREAS, the City's Fire Department currently has two vacant non-bargaining unit Division Chief positions;

WHEREAS, As part of City directed re-organization of the fire department command staff that will include the creation of a non-bargaining unit Deputy Chief of Operations position, the Parties seek to create a five-year pilot program in which two Division Chief Positions will be added to the bargaining unit which will incorporate certain non-bargaining unit work traditionally performed by the Division Chiefs for the term of the pilot program and, in accordance with Section 13.12 of the CBA, are reflected in a updated job description attached hereto as Exhibit A; and

WHEREAS, the Parties wish to have a written understanding regarding this **five-year pilot program** and fully acknowledge that this memorandum of understanding is a pilot program that cannot be used as status quo in an interest arbitration; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein, the Parties agree as follows:

1. Incorporation of Recitals

The foregoing recitals shall be considered a part of this MOU and shall be binding upon the Parties.

2. Division Chiefs

The Parties agree to incorporate two currently non-bargaining unit Division Chief positions into the bargaining unit for the duration of the pilot program. These Division Chiefs will perform work as described in Exhibit A, incorporated herein for reference. The nature of position, job duties, and minimum requirements for the work are outlined in detail. The parties acknowledge and agree that if an external candidate is selected for the open Division Chief position, the external candidate will not become a member of the bargaining unit. The terms of this MOU will not be applicable to the external candidate.

3. All Other Relevant Sections of Current CBA Shall Apply

All other relevant sections of the current CBA shall apply including:

- a. Section 9.2 Paid Holidays - Five Day Employees: Employees who are scheduled to work a five day 37.5 hour work week will work the hours of 0830 to 1700 (8:30 a.m. to 5 p.m.) with the exception of Saturday, Sunday and City Holidays. If they are required to work any designated City Holiday they will receive holiday pay at two (2) times the hourly salary for all hours worked.
- b. Section 9.12 - Five Day Employees who are scheduled to work a five (5) day, 37.5-hour work week, shall receive benefits (e.g., vacation, sick pay, etc.) computed on a ratio of 37.5/49.8, except that said employees shall not receive Kelly Days.
- c. Section 10.1 - In the event the City regularly schedules an employee or employees for a duty schedule other than the normal schedule:
 - i. The Fire Chief will grant an interview to the affected employee to provide an opportunity to discuss any complications with such a schedule change before the schedule change is put into effect; provided, however, the City will request and consider volunteers before making a change on a mandatory basis.
 - ii. Employees moving from a five day schedule back to a 24/48 shift schedule shall receive time and one-half for all hours worked over 49.8 in the week they return to a 24/48 shift schedule.

4. Other Work Conditions that Would Apply

Bargaining Unit Division Chiefs:

- a. Shall be paid in accordance with Section 9.1 as a Shift Chief. No separate salary schedule will be created, however while not considered a temporary duty assignment, BU-DCs will still receive a pay differential of \$3,600 per year.
- b. With management approval, can work a flexible schedule not to exceed 37.5 hours per week/7.5 day while remaining eligible for overtime in accordance with Section 10.2
- c. Shall be still eligible to take the Shift Chief promotional test if they meet the requirements of Section 16.4.
- d. Shall receive preference towards promotion for any department Deputy Chief position that is established.
- e. Who are on the Shift Chief eligibility list shall also be eligible for shift hire-back overtime under the following conditions:
 - i. Can only serve as Acting Shift Chief.
 - ii. Must not interfere with primary administrative duties as determined by the Fire Chief.
 - iii. Can be subject to mandatory hirebacks if the situation arises.
- f. Will not be eligible to trade duty shifts with suppression personnel.
- g. Who are on the Shift Chief eligibility list may be used to fill long term shift vacancies (due to injury, illness, FMLA, maternity etc.) of Shift Chiefs as determined by the Fire Chief or his designee.

5. Selection and Promotion

- a. Bargaining Unit Division Chiefs shall be selected and promoted using the current non-bargaining unit process of position posting, qualifications assessment and structured oral interviews.
- b. If the City determines that candidates do not meet the desired qualifications and/or the current needs of the City, the City reserves the right to re-post the position appropriate for internal and/or external candidates until a suitable person can be selected.
- c. Bargaining Unit Division Chiefs will be subject to removal/demotion for non-performance.

6. The following Sections/Appendixes of the CBA shall not Apply

The following sections and appendixes of the CBA shall not apply to the Bargaining Unit Division Chiefs positions during any part of the program:

- a. Section 13.18 - New Classifications – with respect to the obligation for negotiation and/or arbitration for a new bargaining unit classification.
- b. Appendix G - Fire Department Promotions Act

7. The following Sections of the CBA shall be Modified

The following sections of the CBA shall be modified by the terms of the MOU:

- a. Section 1.1. Recognition and Representation – shall be inclusive of the rank of Division Chief.
- b. Section 9.1. Salary Schedules – Captains promoted to Division Chief shall start at the D or D/P step of the Shift Chief salary schedule, Shift Chiefs promoted to Division Chief shall remain at their current step
- c. Section 16.1. Promotions – shall include the rank of Division Chief.
- d. Section 16.4. Shift Chief – eligibility for Shift Chief exam shall include rank of Division Chief.
- e. Section 16.6. Waiver and Agreement – provisions for D/C promotional process shall be governed by the parties' MOU.

8. Exemption from Maintenance of Service Levels

The Parties acknowledge and agree that the Bargaining Unit Division Chiefs positions are not a part of the daily minimum manning and will not be subject to the requirements of Section 13.19 ("Maintenance of Service Levels") of the CBA.

9. Right to Rotate, Duties and Implement Schedule Changes

- a. The Parties acknowledge and agree that nothing in this MOU or under this pilot program shall interfere with the Fire Chief's already existing right to rotate employees in a classification as needed to meet operational needs of the department.
- b. In addition, the Fire Chief retains the right to reasonably modify the assignments and responsibilities as detailed in the job description for any classification as well as the ability to move an employee from a 37.5 hour work week schedule to a 24/48 shift

schedule and vice versa consistent with Section 10.1 ("Normal Workday and Work Cycle").

10. Duration

The Parties acknowledge and agree that the pilot program shall extend for a five-year period beginning [Insert Start Date] and ending [Insert End Date] (the "Term"). No extensions of the Term will be permitted, except to the extent the parties are conducting the Labor Management Conference as outlined in Paragraph 11.

3/11/2019

3/10/2024

11. Expiration of the Pilot Program

90 days prior to the expiration of the pilot program, the program will be evaluated by a Labor Management Conference in accordance with Article XII to determine whether or not the program should be continued:

- a) If the program is determined to be successful by both Parties, the program may be permanently incorporated in the collective bargaining agreement by mutual agreement.
- b) If incorporated into the CBA, the positions would remain in the bargaining unit regardless of any future changes in the IPLRA relative to job description duties.
- c) If the program is determined to be unsuccessful by one or both Parties, the Parties will revert back to the status quo of the bargaining unit composition, duties, and command structure relative to the Division Chief positions that existed prior to the pilot program and no amendments to the CBA will be made.

If, upon expiration of the pilot program, no one holds any of the two bargaining unit Division Chief positions, these positions will be eliminated and/or re-established as non-bargaining unit positions at the City's discretion.

If, upon expiration of the pilot program, one or both of the Bargaining Unit Division Chief positions are filled, each position will be eliminated and/or re-established as non-bargaining unit positions through attrition. As this courtesy may potentially extend certain applicable provisions of the MOU beyond the established pilot program duration; the union agrees that no future claims can be made relative to Section 13.18 of the current CBA or the IPLRA relative to the classification or associated job description duties. They also agree that all relevant sections of the MOU would also still apply until all BU-DC attrition is completed.

Upon the expiration of the pilot program and the eventual re-establishment of the non-bargaining unit Division Chief positions, all bargaining unit work transferred under the pilot program will be restored back to the status of non-bargaining unit work.

12. Non-Precedential

The Parties acknowledge and agree that this MOU is entirely non-precedential in every respect and will not constitute binding precedent or evidence of the "status quo" for

purposes of any future negotiations, unit classification clarifications, interest arbitrations or with respect to either party's interpretation of the CBA.

13. **Effect of MOU**

The Parties acknowledge and agree that this MOU does not modify, amend, or otherwise affect the current contract language of the CBA. All provisions of the CBA will remain in full force and effect for the duration of the pilot program unless specifically modified by the provisions of this MOU.

14. **Effective Date**

This MOU is effective upon execution by both parties.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by the signatures of their authorized representatives as set forth below.

CITY OF EVANSTON

**EVANSTON FIRE FIGHTERS ASSOCIATION
LOCAL NO. 742,
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, AFL-CIO-CLC**

By: Wally Bermany
City Manager

By: [Signature]
Union President

Date: 3-12-19

Date: 3/11/2019

EXHIBIT A

**JOB DESCRIPTION
AN EQUAL OPPORTUNITY EMPLOYER MW/D**

DEPARTMENT:	FIRE
BUREAU:	
POSITION TITLE:	DIVISION CHIEF
JOB TYPE:	
PAY GRADE/RANGE:	
FLSA STATUS:	Non-Exempt
CIVIL SERVICE STATUS:	
OPENING DATE:	
CLOSING DATE:	

OVERALL NATURE OF WORK:

- Directs, manages, supervises, and coordinates the activities and operations of an assigned Division within the Fire Department.
- Coordinates shift and/or administrative responsibilities including, but not limited to, operations, training, logistics, IT/communications, special operations, fire prevention, disaster preparedness, public engagement and education and other related programs and services.
- Is on call 24/7/365 and may respond to emergency incidents as required by departmental policy and assume command of incidents as needed. Coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Deputy Chief and Fire Chief.
- Through the proper chain of command, manages and supervises union firefighting/ paramedic employees; trains, evaluates staff performance; provides guidance and leadership in the areas of employee development, performance improvement and advanced training; assists in preparing performance evaluations on subordinates; issues verbal and written orders as necessary; takes disciplinary action as appropriate; determines training needs; communicates with supervisory staff and employees to gain knowledge of work situations requiring remedial or preventive training or other action.
- Operates radio equipment, using two way communication devices; transmits and receives emergency communications.
- Maintains disciplinary control of personnel; explains departmental and City policies, rules, and regulations to employees to ensure compliance; enforces rules in a fair and impartial manner; recognizes misconduct upon occurrence; takes prompt corrective action; documents and maintains records to substantiate disciplinary recommendations; follows up on action to determine if behavior is corrected.
- Provides employees with a positive role model; encourages support and cooperation among personnel; identifies conflicts or problem situations; discusses problems with employees; directs and monitors problem resolution.
- Conducts employee counseling sessions; meets with employees to discuss methods for improving performance, discusses performance deficiencies and praises good performance, discusses employee career objectives and goals.
- Maintains employee records; prepares, reviews and organizes employee information such as time sheets, leave requests, discipline records.

- Completes forms and reports; prepares reports, writes narrative reports; checks reports for accuracy; submits to appropriate personnel.
- Participates in meetings, speaks up and provides input in meetings; provides subordinates, peers and supervisors with information.
- Utilizes computers, performing computer based operations such as data analysis, scheduling, communication and word processing.
- Knows City geography, including jurisdictional boundaries; knows physical layout of major buildings, residential areas, parks, etc.; knows how to move quickly and accurately through the area.
- Coordinates department activities with other agencies/departments; meets with representatives from other agencies to share information and coordinate activities.
- Utilizes safety equipment and procedures, following departmental safety procedures to ensure safety of self and others.
- Operates emergency vehicle when responding to calls for emergency medical, rescue services, or fire alarms.
- Maintains physical fitness, performs physical exercise routine; maintains health and physical well-being.
- Participates in training, conducting and attending seminars or training drills; improves technical skills on an ongoing basis.
- Provides information and support to the public; represents the department to residents and bystanders; interacts with the public in emergency and non-emergency situations.
- Supervises and directs interactions between employees and the public; structures professional contacts between firefighter/paramedics and the community.
- Maintains personal appearance, uniform and other equipment in accordance with departmental policy.
- Performs other duties as assigned or required.

Training

- Coordinates all fire suppression activities via a weekly/monthly/yearly schedule to include but not limited to training, Departmental Programs, maintenance and meetings.
- Participates in selection processes for all subordinate ranks in the Fire Department.
- Ensures that all actions adhere and comply with union contract provisions.
- Coordinates mutual fire protection plans with surrounding municipalities.
- Coordinates with Police Department responses to emergency situations.
- Develops and implements departmental policies to further the mission of the Fire Department.
- Participates in City budget process; monitors approved budget and expenditures in accordance with Finance/Budget guidelines and procedures.
- Represents the Fire Department at neighborhood and community meetings, some of which may be outside of normal business hours.
- Maintains positive community relationships with neighborhood groups, business groups, community agencies and citizens.
- Facilitates post-incident reviews.
- Attends City Council, committee, board and commission meetings in evenings and on weekends as needed; confers with officials and intergovernmental groups on Department related issues; may represent the Deputy Chief or Fire Chief at such meetings.
- Prepares reports, correspondence, presentations and other written documents relating to the activities of the suppression/fire prevention division; may prepare a variety of written documents relating to the activities of the Department.
- Trains department on new laws and regulations that affect the operations of the Evanston Fire Department.

- Practices effective personnel practices and techniques.
- Provides for maintenance of various types of fire apparatus, ambulances and equipment.
- Maintains an awareness of modern principles and practices of fire department organization and management, including a broad awareness and understanding of the interrelationships between departmental operations, programs, and activities.
- Effectively uses the National Incident Management System to manage fire department operations.
- Evaluates situations, identifies problems, and exercises initiative and sound independent judgment within established guidelines.
- Employs the leadership skills needed so that others can accomplish departmental goals and objectives.
- Maintains and projects a positive attitude and fosters the same in others.
- Prepares and presents clear, concise and complete reports; deals fairly, objectively, and impartially with others; works effectively as part of a group or team to achieve common goals.
- Maintains professionalism and composure at all times, including stressful situations; communicates clearly and effectively, both verbally and in writing by using correct English grammar, spelling, and punctuation.
- Organizes and schedules CPR/AED classes for citizens.
- Develops other Community Programs as deemed appropriate or directed.

Special Operations

- Administers, supervises, and coordinates the activities of the Dive/Ice Rescue, Hazardous Materials, Technical Rescue, and Personal Watercraft Teams.
- Responsible for the policy development, training, staffing, and operational readiness of department special rescue teams.
- Coordinates Special Team training and suppression support functions throughout Department.
- Monitors and maintains annual recertification of all team members.
- Acts as liaison to MABAS for TRT, Haz-Mat, Personal Water Craft and Water Rescue; County, State and Federal agencies as it relates to Homeland Security and emergency preparedness.
- Along with team leaders, evaluates, purchases and implements new technology improvements related to Special Teams.
- Develops, writes, implements, and trains Special Teams in the procedures for the Personal Water Craft; maintains equipment for Special Teams.
- Implements quality control programs to ensure readiness of special team members.
- Develops, writes and implements policies and procedures related to Special Teams.
- Instructs Department on team policies and procedures; coordinates training with Training Officer.
- Attends City Council, committee, board and commission meetings in evenings and on weekends as needed; confers with officials and intergovernmental groups on Department related issues; may represent the Deputy Chief or Fire Chief at such meetings.

Emergency Management

- Develops, administers, and coordinates the City's comprehensive Emergency Preparedness Program including, but not limited to, planning, response and mitigation activities.
- Responsible for the City's Emergency Operations Plan. Coordinates the integration of all the City departments' roles and responsibilities in the plan. Acts as a liaison representing the City at all levels of government including County, State and Federal to maintain any/all related certifications and coordinate the City's compliance efforts.
- Works with other City departments to ensure interdepartmental cooperation as it relates to Emergency Preparedness activities.

- Works with and meets regularly with agencies outside the City of Evanston including, but not limited to, law enforcement, Cook County, MABAS, and the State of Illinois.
- Participates on Committees as assigned by the Fire Chief.
- Prepares performance evaluations on subordinates.
- Advises counterparts and Shift Chiefs of activities within the City, noting special instructions and unusual conditions.
- Supervises and implements programs for continuing education and training.
- Develops and implements policies; responds to emergencies to coordinate and direct the activities of personnel and equipment.
- Transmits, supports, and carries out City and Fire Department orders and policies.
- Assists in planning for future fire service requirements; conducts research and prepares reports; makes recommendations for improvements in staffing, organization, procedures and general operations.
- Maintains a cognizance of the professional environment keeping abreast of new developments.
- Represents the department as assigned at neighborhood and community meetings, City Council meetings; promotes and maintains positive community relations; maintains harmonious working relationship with supporting agencies.
- Assists other entities in the City such as hospitals, school districts, businesses in emergency preparedness; identifies and analyzes the effects of hazards that threaten the City and puts into place plans to address threats and business interruption concerns.
- Coordinates and oversees the CERTS (Citizen Emergency Response Team) and the Medical Reserve Corps; develops and maintains the City's Emergency Operations Center (EOC) as a site from which key officials can direct and control an emergency or disaster.
- Assists in the development of procedures to insure the continuity of government and business during a disaster; secures technical and financial assistance through County, State and Federal Agencies.
- Maintains City's Emergency Plan and State Accreditation; develops and implements training exercises for City Officials, first responders and other entities within the City.
- Ensures that all actions adhere and comply with union contract provisions.
- Attends City Council, committee, board and commission meetings in evenings and on weekends as needed; confers with officials and intergovernmental groups on Department related issues; may represent the Deputy Chief or Fire Chief at such meetings.

Logistics

- Identifies and maintains a list of resources that would be available from private and government agencies in the event of an emergency.
- Researches, reviews and coordinates purchase of equipment for departmental use in accordance with the City's purchasing policies; writes specifications, requests for proposals, bid documents, etc.; receives purchased equipment, and inventories in departmental asset records.
- Participates in City budget process; monitors approved budget and expenditures in accordance with Finance/Budget guidelines and procedures.
- Recommends and implements modern technology and techniques best suited to the Department in collaboration with IT staff and Public Safety Technology Coordinators.
- Ensures line and staff personnel have proper tools, equipment, PPE and supplies.
- Coordinates with Fleet services regarding all department apparatus and vehicle maintenance.
- Oversees in collaboration with Fleet services all apparatus specification and purchase.
- Oversees and directs Station Captains in the maintenance and operational readiness of all fire stations.

MINIMUM REQUIREMENTS OF WORK:

- Must possess five (5) or more years of experience in the Evanston Fire Department, currently holding the rank of Captain or higher.
- Must possess a valid driver's license according to EFD Rules/Regs. #9.11.
- Must possess an associate's degree from an accredited college or university. Possession of Bachelor's or Master's degree from an accredited college or university in Fire Science, Fire Management, or Public Safety with a fire service concentration is preferred.
- Must possess a State of Illinois Fire Officer II Certification or must be willing and able to obtain it within 18 months of employment and maintain it as a condition of employment. Possession of State of Illinois Fire Officer II/AdCoFO Certification or Higher is preferred
- Must be a paramedic in good standing with the St. Francis Resource Hospital System.

- **Knowledge, skills, and abilities in the following areas:**
 - Ability to comprehend scientific and technical reports, safety manuals, contracts, rules, policies, Standard Operating Procedures, Standard Operating Guidelines, regulations, ordinances, codes, financial reports, legal documents, etc.; ability to write a variety of complex reports, studies, and records, ability to recommend (in writing) solutions and/or alternatives to problems, and develop and submit new ideas; ability to write employee performance appraisals; ability to be conversant using principles and methods of effective and persuasive speaking, discussion, and debate; ability to design and deliver training and presentations to a variety of audiences including employees and citizens.
 - Knowledge and use of personal computer and software, to include various word processing and spreadsheet software.
 - Knowledge of principles, practices, and techniques of modern firefighting operations including those pertaining to emergency scene tactics and strategy and saving life and property.
 - Knowledge of pertinent federal, state, and local laws, regulations, and policies.
 - Knowledge of modern principles and practices of fire department organization and management, including a broad awareness and understanding of the interrelationships between departmental operations, programs, and activities.
 - Ability to work with basic mathematical calculations; ability to use practical applications of fractions, percentages, ratio and proportions, practical algebra, and geometric constructions; ability to calculate plane and solid figures, circumference, area, and volume. Use of these math applications will allow the employee to analyze and write statistical and descriptive reports.
 - Ability to evaluate situation identify problems, and exercise initiative and sound independent judgment within established guidelines.
 - Ability to employ leadership skills needed so that others can accomplish departmental goals and objectives.
 - Maintains and project a positive attitude and foster the same in others.
 - Ability to prepare and present clear, concise and complete reports; deal fairly, objectively, and impartially with others; work effectively as part of a group or team to achieve common goals.
 - Ability to maintain professionalism and composure at all times, including stressful situations.
 - Ability to communicate clearly and effectively, both verbally and in writing by using correct English grammar, spelling, and punctuation.
 - Ability to write a variety of complex reports, studies, and record, ability to recommend (in writing) solutions and/or alternatives to problems, and develop and submit new ideas; ability to write employee performance appraisals; ability to be conversant using

principles and methods of effective and persuasive speaking, discussion, and debate;
ability to design and deliver training and presentations to a variety of audiences
including employees and citizens.

- o Understanding of the City's purchasing procedures.
- o Knowledge of the City's geography and water distribution system.
- o Understanding of the Illinois Vehicle Code and other local and state laws.

PHYSICAL REQUIREMENTS OF WORK:

Medium work; exerting up to 50 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or in excess of 20 pounds of force constantly to move objects. Kneeling (bending legs at knee to come to a rest on knees); crouching (bending body downward and forward by bending legs and spine); reaching (extending hand(s) and arm(s) in any direction); crawling (moving about on hands and knees or hands and feet); fingering (picking, pinching, or otherwise working with fingers primarily – rather than with whole hand or arm as in handling); handling (seizing, holding, grasping, turning or otherwise working with hands); feeling (perceiving attributes of objects such as size, shape, temperature or texture by means of receptors in skin, particularly those of finger tips); climbing (ability to ascend or descend ladders, stairs, scaffolding, ramps, poles, and the like, using feet and legs and/or hands and arms); balancing (ability to maintain body equilibrium to prevent falling when walking, standing, crouching, or running on narrow, slippery, or erratically moving surfaces); stooping (ability to bend body downward and forward by bending waist); talking (expressing or exchanging ideas by means of the spoken word; talking is important for those activities in which workers must impart oral information to clients or to the public, and in those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly or quickly); hearing (perceiving the nature of sounds; hearing is important for those activities which require the ability to receive detailed information through oral communication, and to make fine discriminations in sound, such as when making fine adjustments on running engines); seeing with corrective vision if necessary (the ability to perceive the nature of objects by eye); far vision (clarity of vision at 20 feet or more); near vision (clarity of vision at 20 inches or less); depth perception (ability to judge distance and space relationships so as to see objects where and as they actually are, including safety to oneself and others); field of vision (observing an area that can be seen up and in a given point, when required to see a large area while keeping the eyes fixed); accommodation (adjustment of lens of eye to bring an object into sharp focus, especially important when doing near-point work at varying distances from the eye; and color-vision (ability to identify and distinguish colors).

Environmental Conditions: The worker is subject to both environmental conditions: activities occur both inside and outside; extreme heat with or without, temperature changes, temperature sufficiently high to cause marked bodily discomfort, wet and/or humid – wet, contact with water or other liquids, humid atmospheric conditions with moisture content sufficiently high to cause marked bodily discomfort. Exposure to noise and/or, either constant or intermittent, to cause marked distraction or possible hearing loss and/or sufficient vibration to cause bodily harm if endured day after day. Hazards: conditions or situations in which there is danger to life, health, or bodily injury. This category includes a variety of physical hazards, such as proximity to moving mechanical parts, electrical shock, working on scaffolding and high places, exposure to burns and radiant energy, exposure to all types of explosives, and exposure to toxic chemical and biological agents.

Equipment: Fire engines and trucks, ambulances, rescue equipment, self-contained breathing apparatus, boat, motorcycle, patrol car and wagon, pumpers, aerial ladder trucks, power and hand tools, smoke ejector, axe, chisel, crowbar, hoses, nozzles, alarms, call box, respirator, cameras, hydrants, radios, telephones equipment, ladders, maps, emergency vehicles, equipment and gear, protective clothing, pen, pencil, personal computer, ruler, blueprints, charts, contracts, diagrams,

directives, documents, forms, manuals, publications, reference books, schedules, technical equipment specifications.

SUPERVISION:

Under the general direction of the Deputy Fire Chief, work is performed independently within general guidelines and in a paramilitary structure. Guidance is provided via the City Code, union contracts, state and federal legislation and guidelines, National Fire Protection Association standards, departmental standard operating guidelines, City and departmental policies, rules and regulations, the policies and standard operating procedures of the St. Francis EMS System in Region X, and requirements of the Illinois Department of Public Health and generally accepted professional guidelines.

Work is evaluated through performance of the assigned functions, emergency responses, observation, reports, memos, work product, communication and discussion, and is formally evaluated at least annually for performance in these areas and with this classification standard. Much of the work is self-generated, working within the overall goals and objectives of the Department. The person will exercise considerable independent judgment and initiative within broad policy limitations. The employee usually decides the proper methods of accomplishing the goals and objectives of the work, and is responsible for completing the work in accordance with City policies and procedures.

PUBLIC CONTACT:

The employee has regular and frequent contact with departments, other City employees, elected officials, the general public, including vendors and contractors. Will have contact with employees from outside agencies.

SELECTION METHOD

Structured Oral Interview
Qualifications Assessment

TYPE OF ELIGIBILITY LIST

N/A

LIFE OF ELIGIBILITY LIST

N/A

To apply for this position, please apply online at www.cityofevanston.org on or before the closing date.

Chosen candidates will be required to provide proof of licenses, certifications, and education required for this position. Candidates will also be subject to qualifying pre-employment processes, including medical examination, drug/alcohol screen, employment verification, and criminal background check.

The City of Evanston is an equal opportunity employer and ensures against discrimination in employment on the basis of a person's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income, housing status, or gender identity. The City of Evanston is also committed to accessibility for persons with disabilities. Any person needing mobility or communications access assistance should contact the Facilities Management Office at 847-866-2916 (voice) or 847-448-8052 (TTY).

CITY OF EVANSTON

AND

ILLINOIS FRATERNAL ORDER OF POLICE

January 1, 2019 – December 31, 2022

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AGREEMENT

This Agreement is entered into by and between the CITY OF EVANSTON, ILLINOIS (hereinafter called the "City") and Illinois Fraternal Order of Police (FOP) (hereinafter called the "Union").

ARTICLE I: Recognition & Representation

The City recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for employees classified as Police Officers, Telecommunicator, Service Desk Officer I, Service Desk Officer II and Towing Coordinator. The provisions of this Agreement apply to Police Officers, Telecommunicators, Service Desk Officer I, Service Desk Officer IIs and Towing Coordinator unless otherwise individually specified. Thus, the term "employee", unless the context clearly requires otherwise, shall refer to any person who is included in the foregoing bargaining unit represented by the Union; the term "Police Officer" shall refer to only those bargaining unit members who are employed in the Police Officer classification; the term "Telecommunicator" shall refer to only those bargaining unit members who are employed in the Telecommunicator classification; the term "Service Desk Officer I" shall refer to only those bargaining unit members who are employed in the Service Desk Officer I classification; the term "Service Desk Officer II" shall refer to only those bargaining unit members who are employed in the Service Desk Officer II classification, and the term "Towing Coordinator" shall refer to only those bargaining unit members who are employed in the Towing Coordinator classification.

ARTICLE II: Union Membership & Check-Off

Section 2.1: Check-off of Union Dues. Upon receipt of a signed authorization form from an employee in the form set forth in Appendix A, the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly Union dues. The Union will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Union by the 15th day of the month following the month in which the deduction is made.

Section 2.2: Indemnification. The Union will 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 Sections 2.1 and 2.2 of this Article.

Section 2.3: Union Bulletin Board. The City will make a bulletin board available (currently located in the mail room) for the sole use of posting legitimate Union notices that are not inflammatory in nature or endorsements of candidates for elected public office. It shall generally include notices dealing with internal Union affairs and Union-related business or activities. In addition, the Union President/Chief Steward or his designee (i.e., someone who is a Union representative as defined in Section 5.2 of this Agreement) shall be permitted to distribute such Union notices in Department mailboxes of bargaining unit employees. Except as provided in this Section, there shall be no distribution or posting of Union materials of any kind inside City buildings unless the Police Chief or his designee specifically approves same.

Section 2.4: Access to City Premises. Duly authorized Union business representatives and International representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement upon showing proper credentials to the Police Chief or his designee. These business representatives will enter and conduct their business so as not to interfere with City operations. Such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.5: Use of City Facilities and Equipment. With the prior approval of the Police Chief or his designee, the Union may use City office equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over department needs and any materials used or other costs incurred shall be reimbursed by the Union if requested by the City. The City agrees to provide the Union with one used four-drawer filing cabinet to be kept in the lunchroom or in a location mutually agreed to by the Police Chief and Union President/Chief Steward after the building renovation is completed.

ARTICLE III: No Discrimination

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 the Police Department in all its 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, and subject to the City's obligations under the Illinois Public Labor Relations Act. 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 in or at the Police Department or by 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: Grievance Procedure

Section 5.1: 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 Rules of the Police Department.

Section 5.2: Union Representation. Up to two (2) representatives of the Union and the Union's legal counsel shall have the right to participate in Steps 3, 4 and 5 of the grievance procedure. Union representative means a steward, business agent, and any other duly elected or appointed Union representative previously designated to the City in writing as a Union representative.

Section 5.3: Grievance Procedure. Recognizing that grievances should be raised and settled promptly, a grievance must be raised at Step 1 within twenty-one (21) calendar days of the occurrence of the event giving rise to the grievance. In the event of a disciplinary grievance, the time for filing a grievance runs from the receipt of the disciplinary action form by the employee. Union grievances shall be filed at Step 3 of this grievance procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Written to Immediate Supervisor. An employee or employees, or a Union representative on behalf of an employee or employees, may file a written grievance signed by the affected employee(s) and the Union steward on the Union's grievance form attached as Appendix C. The grievance shall set forth the specific nature of the grievance, the contract provision(s) involved and the remedy sought. The grievance shall be discussed by the employee, accompanied by his Union representative if he so desires, and his immediate supervisor at a mutually agreeable time during the grievant's duty hours within seven (7) calendar days of the filing of the grievance. The immediate supervisor shall answer in writing within seven (7) calendar days of this discussion.

STEP 2: Appeal to Commander or Designee. If the grievance is not settled in Step 1, the employee or Union representative may, within seven (7) calendar days following receipt of the immediate supervisor's answer, appeal the grievance in writing to the Commander/designee. Such grievance must contain the signature of the Union steward. A meeting shall then be held between the Commander/designee and the employee(s) and steward at a mutually agreeable time, generally within seven calendar days. If no settlement is reached at said meeting, the Commander/designee shall give a written answer within seven calendar days after the meeting.

STEP 3: Appeal to the Chief. If the grievance is not settled in Step 2 and the employee or Union representative decide to appeal, the appeal shall be submitted in writing and signed by the Union steward to the Chief within seven calendar days from receipt of the Step 2 answer. The Grievant, up to two Union representatives and the Chief/designee will discuss the grievance at a mutually agreeable time during the grievant's duty hours within seven (7) calendar days of the filing of the appeal. If no agreement is reached in such discussion, the Chief/designee will give his answer in writing within seven (7) calendar days of the discussion. The City may join the Step 3 and Step 4 meetings if it so desires, by having in attendance both the Chief and the City Manager or their designee(s).

STEP 4: Appeal to City Manager. If the grievance is not settled in Step 3 and the employee or Union representative decide to appeal, the employee or Union representative shall, within seven (7) calendar days after receipt of the Step 3 answer, file a written appeal signed by the Union steward to the City Manager. A meeting between the City Manager or his designee, the Grievant and up to two (2) Union representatives will be held at a mutually agreeable time within fourteen (14) calendar days of the filing of the appeal. If no settlement is reached at such meeting, the City Manager, or his designee, shall give his answer in writing within fourteen (14) calendar days of the meeting.

STEP 5: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer 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 upon 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 seven (7) arbitrators from Illinois, Indiana or Wisconsin who are members of the National Academy of Arbitrators. The order of striking names from the panel shall be determined by a coin toss. Before striking any names, each party shall have the right to reject one (1) panel of arbitrators. 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 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 and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator which conforms to his authority shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator, shall be divided equally between the City and the Union.

Section 5.4: Time Limits. No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 5.3. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may agree in writing to extend any time limits. If the City fails to provide an answer within the time limits so provided, the employee and/or Union representative may immediately appeal to the next step in accordance with the provisions set forth above.

Section 5.5: Investigation and Discussion. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. The grievant and any employee Union representative(s) shall be released from duty without loss of pay for the purpose of attending a grievance meeting or arbitration hearing as provided above that is scheduled during their regular hours of work. The Chief Steward and/or designee may request his immediate supervisor for reasonable time without loss of pay to prepare and process grievances in accordance with the foregoing procedure, provided such requests shall not be unreasonably denied. Under no circumstances shall the City be obligated to pay any employee for any time that occurs in whole or part outside of an employee's regularly scheduled hours of work as a result of the provisions of this Section.

Section 5.6: Civil Service. Except as provided in Section 5.7, or with respect to subject matters covered by this Agreement, it is understood that matters subject to Civil Service such as promotion are not subject to this grievance procedure.

Section 5.7: Disciplinary Grievances. Grievances may be filed with respect to the just cause of any disciplinary action taken against an employee. Any grievance concerning a suspension or discharge shall be filed directly at Step 3 of the grievance procedure within ten (10) calendar days of the imposition of discipline.

If an employee is transferred for disciplinary reasons, the employee may grieve the transfer pursuant to the provisions of this Section.

Discharge and disciplinary action shall be subject to review under the grievance procedure up to and including arbitration, provided that oral reprimands may not be appeal to arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE VI: 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 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.

ARTICLE VII: Wages & Benefits

Section 7.1: Salary Schedule. The salary schedule effective from January 1, 2019 through December 31, 2022 shall be as follows and is attached hereto as Appendix B: an increase of 0% effective January 1, 2019; an increase of 1% effective December 31, 2019; an increase of 1.5% effective January 1, 2020; an increase of 2.25% effective January 1, 2021; and an increase of 2.25% effective January 1, 2022. After successful completion of a 24 month probationary period pursuant to Section 11.2, employees will proceed annually to the next step on the Annual Salary Schedule.

All employees hired on and after the ratification date shall be placed in a newly created salary schedule as detailed in Appendix B. The new schedule shall include 9 pay steps.

Section 7.2: Educational Pay Step Incentive Policy. Effective the first pay period following ratification of this Agreement by both parties, the following educational pay step incentive policy shall be implemented:

a) Employees Hired After January 1, 1998

1. All Police Officers, Telecommunicators, Service Desk Officer Is, and Service Desk Officer IIs hired after January 1, 1998 are eligible for a one step educational pay increase (e.g., a move from Step A1 to Step A) at the completion of their probationary period if they have an earned undergraduate degree from an accredited university or college prior to joining the Evanston Police Department.
2. All officers, Telecommunicators Service Desk Officer Is, and Service Desk Officer IIs hired after January 1, 1998 are eligible for a one step educational pay increase if they have earned a job related associate or undergraduate degree from an accredited university or college while in the service of the Evanston Police Department. If the job related degree is earned before the employee is in Step G, the employee shall move to the next pay step (e.g., move from Step D to Step E).

b) Employees Hired on or before January 1, 1998

Officers and Telecommunicators employed on or before January 1, 1998 will be eligible for an educational pay incentive step increase in the following circumstances:

1. They have an earned associate or undergraduate degree from an accredited university or college prior to joining the Evanston Police Department; in this case they shall receive a one step education pay increase (e.g., a move from Step A to Step C) at completion of their probationary period or;
2. Prior to January 1, 1998, while in the service of the Evanston Police Department they have an earned job related associate or undergraduate degree from an accredited

university of college or earned thirty (30) semester hours or forty-five (45) quarter hours of job related university or college credits with a "C" grade or better in courses approved by the Police Chief or his designee from an accredited university or college; if the requisite degree or requisite number of hours is earned before the employee is in Step G, the employee shall move to the next pay step (e.g., move from Step D to Step E); or;

3. Prior to January 1, 1998, while in the service of the Evanston Police Department they either had earned one or more university or college credits with a "C" grade or better in courses approved by the Police Chief or his designee from an accredited university or college or were enrolled in such courses and they earn thirty (30) semester hours or forty-five (45) quarter hours of job related university or college credits with a "C" grade or better in courses approved by the Police Chief or his designee from an accredited university or college; if the requisite number of hours is earned before the employee is in Step G, the employee shall move to the next pay step (e.g., move from Step D to Step E).
- c) Transcripts: To be eligible for this educational pay step, official transcripts from an accredited university or college must be submitted in a timely manner to the Chief of Police verifying receipt of the applicable degree or completion of approved credit hours with a grade of "C" or better.
- d) Non-Retroactivity & No Pyramiding: There shall be no retroactive application of this educational step incentive policy and there shall be no pyramiding of educational step pay increases.

Section 7.3: Education Stipend. In 2019 and continuing, employees shall receive an additional annual \$2,000 stipend for a bachelor's degree from an accredited college or university to be paid on the first pay period of April.

Section 7.4: Holidays. Holidays shall be as follows:

- New Year's Day
- Dr. Martin Luther King Jr.'s Birthday
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Memorial Day
- Fourth of July
- Labor Day
- Employee's Birthday
- Three Floating Holidays

If an employee's birthday holiday falls on February 29 (except in leap years) or on another day recognized as a holiday set forth above (excluding floating holidays), the next calendar day shall be recognized as the employee's birthday holiday.

The City agrees that the first three (3) days off in a year (not including sick leave) shall be designated as the floating holidays. For approved days off thereafter, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Compensatory time for holidays will be carried on the Department records as hours rather than days.

As a one-time consideration under this Agreement, the City agrees to add thirty-two (32) hours to every employee's floating holiday bank no later than one (1) month after the effective date of this Agreement. An employee shall have the option of using or cashing out the 32 hours. Any part of the 32 hours not cashed out or used by the end of the year will be paid out to the employee's PEHP account based on the employee's December 31, 2019 hourly rate.

When an employee takes an approved day off which falls on a City-designated holiday, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Holiday time for holidays will be carried on the Department records as hours rather than days, in a combined bank with compensatory time as set forth in Section 8.2. At the time of separation from City employment the employee shall receive payment of all accrued but unused holiday time.

Effective March 1, 2010, the maximum number of holiday hours that may be carried over from year-to-year is addressed in Section 8.2(3).

If an employee is required to work on New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Thanksgiving Day, Friday after Thanksgiving or Christmas Day, he/she shall receive pay at time and one-half for all hours worked.

Section 7.5: Vacations. Vacations shall be accrued at the following rates:

- Recruitment through 4th year: 2 weeks

- Fifth year through 6th year: 2 weeks/2 days
- Seventh year through 10th year: 3 weeks
- Eleventh year through 14th year: 3 weeks/2 days
- Fifteenth year through 20th year: 4 weeks
- Twenty-first year: 4 weeks/1 day
- Twenty-second year: 4 weeks/2 days
- Twenty-third year: 4 weeks/3 days
- Twenty-fourth year: 5 weeks

*Employees have a maximum of vacation accrual of two years' earned vacation. At the time of separation from City employment, the employee shall receive payment of all accrued but unused vacation time.

Section 7.6: Uniform Allowance.

- a) Effective March 1, 2008, the annual allowance for Police Officers will be \$1,000 and \$850 for Telecommunicators, Service Desk Officer Is, Service Desk Officer IIs, and Towing Coordinator.
- b) If changes in uniform or new uniform items are mandated by the City, at City initiative, the City shall pay the entire cost of the initial issue of such items; however, if changes in uniform or new uniform items are approved by the City at the request of the Union or of the employees, employees shall be expected to bear the cost of the initial issue of such items out of their annual uniform allotment. If authorized uniform items are damaged in the line of duty (as distinguished from normal wear and tear), the Chief of Police will give reasonable consideration to replacing said damaged uniform items over and above the uniform allowance.
- c) Except as provided in subsection (d) below, newly hired employees shall be supplied uniform items (including a bullet-proof vest) at no cost to the employee which the Chief of Police determines appropriate. An employee hired April 1 – September 30 of any year shall receive 50% of the uniform allowance set forth in subsection (a) on the April 1 after hire. An employee hired October 1-March 31 of any year shall receive no uniform allowance on the April 1 after hire.
- d) All sworn members hired after December 31, 2009, will be issued a Glock 17 or Glock 19. This pistol will be the sworn member's primary duty weapon. Upon retirement from this agency, the sworn member may be eligible to retain their Glock duty weapon. Eligibility will be determined at time of retirement by the Chief of Police.

Sworn members issued a Department weapon, are permitted to request an upgrade to a Glock 17 or Glock 19. These older pistols include the Smith & Wesson Model 66 revolver and the Sig-Sauer P226 semi-automatic pistol. A written request to upgrade to the Glock pistol must be submitted to the Chief of Police via the chain of command. Upon retirement from this agency, the sworn member may be eligible to retain their Glock duty weapon. Eligibility will be determined at the time of retirement by the Chief of Police.

- e) When an officer's department issue bullet-proof vest is out of its warranty period, the City will pay a vendor up to a maximum of \$800 for the replacement vest. Upon retirement, an officer shall have the right to keep the vest.
- f) This system will be in place as long as the BJA continues to refund to the City of Evanston

50% of the cost of the vest. Should the BJA Grant be discontinued, this selection of the contract will be re-negotiated.

Section 7.7: Sick Leave.

- a) The City's sick leave plan shall be continued in effect for the term of this Agreement (accrual of six (6) days for the first full year of employment and twelve (12) days for subsequent full years of employment), with the maximum accrual of 225 days.
- b) Whenever an employee with ten (10) years or more of service retires or resigns, the employee shall receive, if eligible, payment of all sick days accrued in excess of 25 days for a maximum of 440 hours. Beginning January 1, 2021, whenever an employee with ten (10) years or more of service retires or resigns, the employee shall receive, if eligible, payment of all sick days accrued in excess of 25 days for a maximum of 420 hours. In order to receive this sick leave payout, the employee must give at least two weeks' notice of intent to retire or resign. Such payment shall be made through payroll check or directed to a designated ICMA-RC account, PEHP, or any combination thereof.
- c) Beginning January 1, 2017, an employee with 75 days of sick leave accrued as of January 1 shall be eligible to receive on or before the following December 31 a payment equivalent to 100% of all sick leave days accrued during that year, but not used during that year, in excess of four (4) days. This means that if an eligible employee uses eight (8) or more days of sick leave accrued in the calendar year, the employee shall have no days of entitlement; uses seven (7) days – one (1) day of entitlement; uses six (6) days – two (2) days of entitlement; uses five (5) days – three (3) days of entitlement; uses four (4) days – four (4) days of entitlement; uses three days – five (5) days of entitlement; uses two (2) days – six (6) days of entitlement; uses one day – seven days of entitlement; uses no (0) days – eight days of entitlement. An employee may choose to direct some or all of this eligible payment to his Section 457 plan, in accordance with the rules governing that plan. This section does not impact an employee's eligibility to contribute to PEHP in accordance with Section 7.12.
- d) In the event an employee is killed in the line of duty, neither subsection (b) or (c) of this Section are applicable; provided, however, that the employee's entire accrued but unused sick leave shall be paid to the person(s) designated as beneficiary on the employee's group life insurance, or if there is no designation, as directed by the City.
- e) An employee who has been off on sick leave for five (5) or more consecutive days may be required to provide a physician's statement documenting the reason for the absence and his fitness to return to work. For use of sick leave less than five (5) consecutive days, the City may require an employee to provide a physician's statement documenting the reason for the absence if the City has cause to believe that an employee is abusing sick leave.
- f) Pursuant to the Illinois Employee Sick Leave Act (820 ILCS 191/1 *et seq.*), sick leave may also be used for absences due to illness, injury, or medical appointment of the employee's child, spouse, sibling, parent, parent-in-law, grandchild, grandparent, or step-parent.

Section 7.8: Longevity Pay. Employees with the years of service indicated below shall receive longevity pay in accordance with the following schedule:

Years of Service	Total Longevity Pay Computed as a Percentage of Employee's Salary
10 Years	3%
15 Years	4%
20 Years	5.5%

Section 7.9: Annual Audit. The Police Department will provide a bi-weekly update of each

employee's balances of compensatory time, floating holiday, sick leave, and vacation leave. After notification, the employee has thirty (30) days to file any discrepancies with the Police Department. After this thirty (30) day period, the update shall be considered final.

Section 7.10: Death Benefit. In the event of death of an employee in the line of duty, the City shall pay a death benefit of \$3,000 to the designated group life insurance beneficiary or, if there is no designation, as directed by the City.

Section 7.11: Family and Medical Leave Act. In accordance with the Family and Medical Leave Act, the parties agree to the following:

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 sixty (60) work days of family and/or medical leave during each calendar year for the following reasons:
 - a. The birth of an employee's child and in order to care for the child
 - b. The placement of a child with an employee for adoption or foster care
 - c. To care for a spouse, child, parent or parent-in-law who has a serious health condition
 - d. A serious health condition that renders the employee incapable of performing the functions of his or her job
3. Notice of Leave: If the need for Family Medical Leave is foreseeable, the employee shall give the City at least thirty (30) days prior written notice if possible. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee shall notify the City as soon as practicable, generally within one (1) to two (2) business days of learning of the need for leave.
4. 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. The employee may choose to use accrued vacation, holiday and/or compensatory time during the FMLA leave. If an employee is unable to return to work at the conclusion of the FMLA, employment will be terminated, unless otherwise prohibited by law.
5. 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 by the FMLA) with a serious health condition. The employee may choose to use accrued vacation, holiday and/or compensatory time for some or all of the FMLA. If the employee does not have sufficient accrued vacation, holiday or compensatory time for the 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.
6. FMLA leave due to the birth of a child, placement of a child for adoption or foster care: An employee who gives birth must first use FMLA; within this classification she must first use a

minimum of 6 weeks of accrued sick leave (or until her sick accrual bank is down to 80 hours) to the extent her condition qualifies as a serious health condition under the FMLA. After that, the employee will be placed on FMLA leave and may choose to use vacation, holiday and/or compensatory time to substitute for any or all of the FMLA. The employee must specify in advance the amount of vacation, holiday and/or compensatory time to be used. 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 4 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. The employee may choose to use accrued sick leave, accrued vacation, holiday and/or compensatory time for some or all of the remaining FMLA. If the employee does not have sufficient accrued vacation, holiday and/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 employment will be terminated.

7. During FMLA leave, seniority shall continue to accrue regardless of whether the employee is in pay status or not.
8. All fringe benefits will be continued in the same manner as if the employee were working as long as the employee continues in pay status. During any time on unpaid FMLA leave the City will continue to pay its share of the cost to maintain insurance coverage for full-time employees who have worked at least 1,250 hours over the preceding twelve (12) month period. 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 unpaid FMLA leave unless the reason the employee does not return to work is because of (1) retirement under applicable pension plan (Downstate Pension Fund or IMRF), (2) the continuation, recurrence or onset of a serious health condition that would otherwise entitle the employee to leave under the FMLA, or (3) circumstances beyond the employee's control.
9. 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. 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.

Section 7.12: Retirement Health Savings Plan.

The Post Employment Health Plan (PEHP) for all bargaining unit members in the plan shall be funded as follows:

- A. An employee with 300 hours of sick leave accrued as of January 1 of each year shall contribute 24 hours of accrued sick time to the PEHP by the end of the second pay period of November each year.

- B. An employee with 400 hours of sick leave accrued as of January 1 of each year shall contribute 32 hours of accrued sick time to the PEHP by the end of the second pay period of November each year.
- C. An employee with 600 hours of sick leave accrued as of January 1 of each year shall contribute 32 hours of accrued sick time to the PEHP by the end of the second pay period of November each year.

Any contributions to the PEHP will correspondingly reduce the employee's annual sick leave payout under Section 7.79(c) in the subsequent year. For employees eligible for the annual sick leave payout described in Section 7.7(c) of the Agreement, the City shall contribute the first 32 hours of such payout eligibility to the PEHP.

ARTICLE VIII: Hours of Work & Overtime

Section 8.1: Work Period. There shall be a 14-day work period for Police Officers (seven days for Telecommunicators, Service Desk Officer Is, and Service Desk Officer IIs) for the purposes of computing overtime pay. The normal work day for patrol officers is eight and one-half (8 ½) hours, including a 30-minute unpaid lunch period. The City will assume any liability for any Police Officer injured during the unpaid lunch period, in the same manner that the City is liable if the Police Officer is injured during a paid on-duty period. The City will not assume liability for any officer injured during any unpaid period unless the injury results from line-of-duty responsibilities. In the event an officer injured during an unpaid lunch period and the injury does not result from line-of-duty responsibilities, the City will use its best efforts to provide the officer light duty work, if requested (such requests not to be unreasonably denied), as if he had received a line-of-duty injury.

The City shall post work schedules showing shifts, work days and work hours to which the employees are assigned at least thirty (30) days in advance. Employees will be afforded at least 72 hours' notice of any changes in the work schedule, except for emergencies.

Section 8.2: Overtime. When Police Officers are ordered to report for work which is in addition to the Officer's scheduled shift, the Officer shall either be paid time and one-half or receive compensatory time at time and one-half (at the employee's option) for all such hours. Straight time hourly rate of pay shall be determined by dividing the annual salary by 2080. The following special rules apply:

1. Canceling Day Off: When the City cancels an employee's day off for field operational needs, the employee shall be paid double time for all hours worked on said day. (It is understood that if the City cancels any portion of an employee's time off on a City holiday, either the observed or the actual holiday will be treated as double time hours, but not both.)

If the City cancels an employee's previously approved TA (for field operational needs) within 7 days of the scheduled day off, the employee shall be paid double time for all hours worked on that day. If the City cancels an employee's previously approved TA more than 7 calendar days in advance, the employee will be paid time and one-half for all hours worked, with a minimum of four hours.

If the employer, due to operational needs, must cancel previously granted time-off requests, the employer must put the cancellation of the time-off request in writing on a form provided by the department, and provide that written cancellation to the officer before the scheduled day-off. The reason for the cancellation or the cancellation itself is at the discretion of the Chief or his designee and is not subject to the grievance procedure, unless subject to another provision of this agreement.

2. Training: Training is defined as all school, seminars and conferences with the exception of recruit school and entry level training.

Training requested by an employee on a regular day off, including recertification or

refresher for special assignments (e.g., FTO, ET) will be compensated with a Worked Day Off (WDO), of eight hours.

Training ordered by the supervisor or the department on a regular day off, including the departmental in-service training, will be compensated with WDO at the rate of time and one-half (twelve hours).

Usage of WDO hours accrued due to training must occur within 90 days from the date earned, and can be taken in a minimum of four hour blocks within that 90-day period.

If an officer is ordered to school and scheduled for a regular working day, and then requests a rescheduling to a regular day off, the training will be considered as requested training by the officer and compensated as a WDO at straight time.

An officer scheduled on a regular day off for training which is a result of a disciplinary action will be compensated as a WDO on a straight time basis. Every effort will be made to schedule such training on a regular work day.

3. Compensatory Time Rules. (See related MOU for clarification) Compensatory time which accrues shall be granted as time off pursuant to employee requests. The Department will make good faith efforts to schedule time off, consistent with the needs of the Department.

Effective March 1, 2010, the maximum combined compensatory and holiday time accumulated shall be 500 hours for Police Officers and 440 hours for Telecommunicators, Service Desk Officer Is, and Service Desk Officer IIs provided, however, any employee who as of March 1, 2010, has more than the applicable hours limit shall not lose the hours in excess of the limit (500/440) but any such employee shall not be entitled to earn compensatory time or carry over any additional holiday hours until the number of hours in said employee's bank drops below the applicable limit (500/440).

Effective on or before February 28th of each year, any holiday hours accrued during the preceding twelve months (i.e., from January 1st through December 31st) but not used above the applicable maximum limit (500/440 hours or the grandfather limit if applicable) shall be paid. The gross amount of the payment shall be based on the employee's then current normal hourly rate of pay. Each employee shall have the following options concerning such payment:

- a. Paid into the employee's Section 457 account up to the maximum extent allowed by IRS. If the amount exceeds the maximum contribution allowed by IRS, the amount in excess of the maximum shall be paid to the employee, less applicable deductions; or
- b. If the employee has a Section 457 account but elects to not have any amount paid into his/her Section 457 account or to have less than the full amount paid into his/her Section 457 account, paid the full amount or the amount that is not paid into the employee's Section 457 account, whichever is applicable, less applicable deductions; or
- c. If the employee does not have a Section 457 account, paid the full amount, less applicable deductions.

Effective January 1, 2017, an employee may request a payout of up to 200 hours per year from

accumulated compensatory/holiday time, which may be in addition to the annual payout for holiday hours over the applicable limit. Requested payouts will be based on a first come, first served basis and simultaneous requests will be based on seniority. Payouts are subject to annual available funding set by the Chief of Police. Any payouts of banked hours will reduce the overall grandfathered accrual limit, in the event the employee was above the applicable maximum limit (500/440) as of March 1, 2010.

IMRF Compensation Annual Change Limits - On August 26, 2011, the governor signed Senate Bill 1831 (Public Act 97-0609). Provisions that are included in both P.A. 97-0609 and prior Public Acts are not described here, but can be found in General Memoranda 617 and 618.

This IMRF Statute change impacts the City on behalf of FOP members in the IMRF as follows:

- A. Employers are required to pay that portion of the present value of a pension attributable to earnings increases exceeding the greater of 6% or 1.5 times the increase in the CPI-urban ("Accelerated Payment")
- B. Employers are required to request a "Pension Impact Statement" from IMRF before increasing the earnings of certain members by 12% or more

FOP IMRF member payouts that result in an increase of 12% or more from the previous year will be subject to section 4B above. The City may request a labor management meeting to discuss the impact of any payouts that exceed either 4A or B above.

1. Hireback: When an officer is hired back, there shall be a minimum pay guarantee of four (4) hours' pay at time and one-half.
2. Forced Hireback: Employees must not be forced back for hirebacks when any of the following situations apply: the employee is working a shift switch for another officer; the employee is working a hireback or detail from the previous shift; the employee had training as a tour of duty for the previous shift; the employee was forced back the previous workday. Provided that in the event of an emergency, all officers must remain available for a hireback.
3. Canceling a Cancellation: If an employee's scheduled day off is canceled (i.e., the employee is directed to work) and thereafter the cancellation is canceled (i.e., the employee is directed to not report for work), the employee shall be paid for one-half of the hours that the employee was originally scheduled to work on said day at time and one-half.

Section 8.3: Court Pay. An employee who is required to appear for off-duty court appearance shall receive time and one-half for all hours actually worked or a minimum guarantee of four (4) hours' pay at straight-time, whichever is greater, under the following situations:

1. Morning Court Call: Employee on afternoon shift, midnight shift or on a day off;
2. Afternoon Court Call: Employee on midnight shift, or on a day off or on an afternoon shift which begins at or after 4:00 p.m.; and
3. Afternoon Court Call: If the employee is on an afternoon shift which begins before 4:00 p.m., the court hour minimum shall not be applicable, but the employee shall receive time and one-half pay until the beginning of the shift, even if the court appearance ends before

the beginning of the shift.

An employee shall not be eligible for more than one minimum guarantee of four (4) hours per day. In the event it is necessary for an off-duty officer to come to the station in order to obtain evidence for the court appearance, that officer will receive an additional half hour before and after court for travel time.

An employee who is eligible for court pay under this Section may elect to receive compensatory time, in lieu of pay, at the same rate as the employee would have received court pay, subject to the compensatory time limits set forth in Section 8.2(4).

Section 8.4: No Pyramiding. Overtime shall not be paid twice for the same hours worked.

Section 8.5: Emergency Standby Pay. Whenever the Chief of Police or his designee places an employee on emergency standby outside of regular work hours and requires the employee to stay at home, all such time shall be paid as overtime under Section 8.2 Overtime. There shall be a minimum pay guarantee under this Section of two (2) hours' pay at time and one-half.

Section 8.6: Hearings/Investigations. An employee and a bargaining unit Union representative who attend any of the following proceedings during off-duty time shall receive time and one-half pay for time spent in the proceeding, with a minimum of one hour's pay at time and one-half:

1. pre-disciplinary hearing;
2. OPS investigation; and
3. Accident Review Board hearing.

There shall be no pay, however, if at the employee's request the proceeding is continued or rescheduled to a later date. Pay under this Section does not apply to witnesses. It is understood that when an employee requests a Union representative, that representative shall be an on-duty steward. If an employee or the Union requests a representative who is off duty to be present at such meetings, that representative will not be compensated without prior approval of the Chief of Police or his designee.

Section 8.7: Telecommunicator. In the event a Telecommunicator works overtime on a voluntary basis, the employee will be paid time and one-half the employee's regular straight-time rate for all hours worked. In the event there are no volunteers and the Department orders a Telecommunicator to work overtime, the employee will be paid double-time the employee's regular straight-time hourly rate for all hours worked, with the following exception: when a Telecommunicator is ordered in off of the on-call list the Telecommunicator will be paid at the rate of time and one-half.

Section 8.8: Service Desk Officer I. Service Desk Officer Is will work an 8.5 hour day which includes a one half (0.5) hour unpaid lunch period; this is payroll neutral meaning that if a lunch period is not taken the Desk Officer will not receive compensation. The ratio of days worked to days off will follow the 5-2 schedule. The Service Desk Officer I will have an early morning start and a mid-morning start. SDO Is work 2080 hours per year.

Section 8.9: Service Desk Officer II. Effective August 3, 2009, the eight (8) hour workday for a Service Desk Officer II (SDO II) changed to an eight and one half (8.5) hour workday which includes a one half (.5) hour paid lunch period. The ratio of days worked to days off will follow the 5-2, 5-3 schedule.

1 st Detail	2215 through 0645
2 nd Detail	0615 through 1445
3 rd Detail	1415 through 2245

This schedule is payroll neutral; meaning that if a paid lunch period is not taken the desk officer will not receive compensation. Lunches will be available for Service Desk Officer IIs working shifts staffed with more than two SDO IIs.

SDO IIs are to work 2080 hours per year. If the calculation for the number of hours worked for an individual is in excess of 2080 for the year, the SDO II will receive time off to offset the surplus. If the SDO II does not receive the surplus time off prior to January 1 of the following year, he/she is to receive the additional hours worked as either cash or compensatory time at the overtime rate of one and one half (1.5). If the calculation for the number of hours worked for an individual SDO II is below 2080 for the year, the individual will owe the City the number of hours he/she is short. That number will be deducted from one or any combination of the SDO II's compensation, vacation or holiday accounts and will be decided upon by the individual.

Section 8.10: Off-Duty Details. \$38.00 per hour with three (3) hour minimum (\$38.00 per hour for CTA detail) except where a different rate is agreed upon and accepted by the Police Officer working the detail and approved by the Police Chief. If the CTA grant covering CTA details is increased, the Police Chief shall give consideration to increasing the hourly rate for such details. All new special details prior to January 1, 2019, shall be paid at a rate of \$40 per hour with a three (3) hour minimum. All new special details after January 1, 2019, shall be paid at a rate of \$50 per hour with a three (3) hour minimum. Whenever feasible, all off-duty details will be posted. If any off-duty details are canceled within less than 24 hours' notice to the Officer, the Officer shall receive the three-hour minimum pay.

ARTICLE IX: Insurance

Section 9.1. City Group Life Insurance.

- a) The City group life insurance program shall be continued in effect for the term of this Agreement. Effective June 1, 2000, the City shall pay the full cost of such insurance for employees who are enrolled in the City’s term life insurance program.
- b) An employee who is eligible for group life insurance under subsection (a) of this Section shall have the option to elect additional optional life insurance which may be offered by the City’s insurance carrier (under the rules of that carrier) so long as the employee pays the entire premium, which may change from time to time. The election and/or continuation of optional insurance is solely an employee’s individual decision.

Section 9.2: City Group Health Insurance Plans.

- a) Effective January 1, 2017, and for the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

	PPO1	PPO2	HMO IL & BA
Deductible (sing/fam)	\$500/\$1500	\$1000/\$2000	n/a
Coinsurance (in/out net)	90%/70%	80%/0%	n/a
Out of Pocket Max (in/out net)	\$1500/\$4500 \$3000/\$9000	\$1500/\$3000	\$1500/\$3000
Office Visit Copay	\$30	\$30	\$30/\$60
ER Copay	\$150	\$150	\$150
Prescription Drug co-pay (30 day)	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$25/\$40
Prescription Drug co-pay (90 days)	\$20/\$50/\$80	\$20/\$50/\$80	\$20/\$50/\$80

*For all PPO plans listed above, the deductible is included in the out-of-pocket maximum.

- b) Effective January 1, 2014, health insurance contributions made by employees will be based on a percentage of funding premiums that will be set by 10/1 of each year. Increases to union member contributions will be limited to a 10% increase. If the total funding premium increases by more than 10% in a given year, the union member contribution for the following year will be capped at a 10% increase. For all subsequent years union member premiums will continue to increase within the cap in order to “catch up” to the originally agreed upon percentage contribution rates.

Effective January 1, 2019 employees covered by these plans will continue to contribute the following percentage (%) of total premium cost, which shall be deducted from their employee paychecks:

<u>Tier</u>	
Employee	10%
Employee+1 or 2 children	8%
Employee+ Spouse/DP	9%
Family	10%

The contribution amounts for the Employee + 1 or 2 children and Employee + Spouse/DP tiers will be calculated as a percentage of the total family premium cost.

Effective January 1, 2020, employees covered by these plans will contribute the following percentage (%) of total premium cost, which shall be deducted from their employee paychecks:

<u>Tier</u>	<u>Plan</u>	<u>Percentage</u>
Employee	HMO	12%
	PPO	15%
Employee + 1	HMO	10%
	PPO	13%
Family	HMO	12%
	PPO	15%

The contribution amount for the Employee + 1 will be calculated as a percentage of the total family premium cost. As of January 1, 2020, the Employee + 1 or 2 children and Employee + Spouse/DP tiers are discontinued.

- c) Employees may enroll in the dental insurance program available to all City employees, as long as the employee pays the entire premium.
- d) An employee who retires during the term of this Agreement and is eligible for an immediate or deferred pension under the Police Pension Fund or an immediate pension under the Illinois Municipal Retirement Fund, may elect employee-only or family coverage under the City's Medical Insurance Plan by paying the entire group premium cost, which may increase from time to time. Payment shall be by means of deduction from the pensioner's Police Pension Fund check or by means of deduction from the pensioner's IMRF pension check or by direct billing if the employee is covered by the Illinois Municipal Retirement Fund.
- e) During the first year of this Agreement, the City and the Union will establish a Medical Insurance Cost Containment Committee. The Committee shall include 3 representatives of the Union, and 3 representatives of the City. Alternatively, in the event that at some point the City establishes a City Medical Insurance Cost Containment Committee, the Union shall instead be provided equal representation on that committee along with all other participating bargaining unit and/or employee groups.

The purpose of the Committee is to review medical insurance coverage options, including cost saving revisions to existing coverages, provision of new or replacement benefits and the like. Prior to making any changes to the City's medical insurance program, the City will

review the proposed changes with the Committee in place at the time and review any comments made by members of the Committee. The City will notify the Union of any changes made by the City to the City's medical insurance program 30 days prior to the effective date of such changes. The City will notify the Union of any changes made by the providers of the City's medical insurance program within 15 days of receiving such notice from the provider.

In the event, however, the City exercises the right to change insurance carriers for part or all of the life/medical insurance program or to self-insure any or all said programs, benefits levels shall remain substantially the same.

In the event, however, that City instituted changes are such that overall benefit levels are no longer reasonably comparable to those which predated the changes, the Union shall have the right, within thirty (30) days of the insurance changes taking effect, to demand impact and effects bargaining over the City's changes by so notifying the Director of Human Resources in writing. The parties shall then promptly meet and negotiate in good faith over the impact and effects of the changes. The pendency of impact and effects negotiations, however, shall not delay the institution of changes.

If the parties fail to reach agreement over impact and effects, either side may invoke arbitration to resolve the dispute according to the procedure of Step 5 Arbitration of this Agreement (Section 5.3), except that the arbitration shall be an interest arbitration conducted according to the provisions of the IPLRA as applicable, and the arbitrator shall determine the dispute by applying the interest arbitration provisions of the IPLRA, and the parties' rights during and after the arbitration shall be as provided in the IPLRA.

- f) Employees who elect to drop medical coverage, because that employee is covered by another group plan, shall receive an annual payment from the City of \$1,800 per year.

Section 9.3. Line of Duty. In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive dependent medical coverage applicable to other employees covered by this Agreement, which may change from time to time, paid for by the City. The coverage under this Section shall continue until remarriage, until the spouse is eligible for Medicare or until the spouse is covered by that spouse's own group medical insurance plan (i.e., if the spouse is employed), whichever occurs sooner.

Section 9.4: Medical Insurance – Line of Duty Disability. In the event an employee is absent from work because of line of duty disability, the City shall pay the entire group medical insurance premium for the duration of the employee's line of duty disability, but not beyond the date that an employee retires or ceases to be an employee.

Section 9.5: Section 125 Plan. The City will continue to offer a Section 125 Plan for employee contributions under this Article.

ARTICLE X: Labor Management Meetings

Section 10.1: Meeting Request. The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly Labor-Management meetings will be held. The Labor-Management Committee shall include three employees covered by this Agreement appointed by the Union and three representatives appointed by the Chief of Police. Such quarterly meetings may be requested by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Labor-management meetings shall be set at a mutually convenient day. Such meetings shall be limited to:

1. Discussion of the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties, including departmental operational matters affecting employees; and
3. Notifying the Union of changes in conditions of employment contemplated by the City which will affect employees.

The parties agree to meet in good faith and exercise their best efforts to submit recommendations for approval by the Chief of Police.

Section 10.2: Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be conducted at such meetings. The Labor-Management Committee shall keep summary minutes of labor-management meetings, which shall be initialed by the parties and made available for distribution to employees covered by this Agreement.

Section 10.3: Attendance. Attendance at labor-management meetings shall be voluntary on the Union Officer's part. If the parties agree to schedule a meeting during an employee's regular straight-time shift, the Union Officer shall be compensated for time lost from the normal straight-time work day.

ARTICLE XI: Seniority, Layoff & Recall

Section 11.1: Probationary Period. All new employees shall be considered probationary employees until they complete a probationary period of twenty-four (24) months. The City may, for reasonable cause, extend the probationary period for up to an additional six (6) months. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the City. Probationary employees are eligible for membership in the Union and are covered by this Agreement, but no grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 11.2: Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn Police Officer, as a non-sworn Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator in the Police Department of the City, plus periods of prior service as a sworn Police Officer or non-sworn Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator if rehired in such capacity. Seniority shall not accrue during any unpaid absence (e.g., approved unpaid leave of absence, suspensions, etc.) in excess of thirty (30) consecutive calendar days and in such event the employee's seniority date shall be adjusted accordingly.

Section 11.3. Seniority List. The City shall prepare and provide the Union with a seniority list within thirty (30) days of the signing of this Agreement by both parties. Thereafter, on or before May 1 and November 1 each year, the City will provide the Union with a seniority list setting forth each employee's seniority date. It shall be the responsibility of employees to bring to the attention of the City any errors in the seniority list within thirty (30) calendar days after the Union's receipt of the list.

If two or more Police Officers, two or more Telecommunicators, two or more Service Desk Officer Is, two or more Service Desk Officer IIs, or two or more Towing Coordinators have the same date of hire (or adjusted date of hire) who are hired after the date that this Agreement is signed by both parties, any such ties shall be broken by ranking the employees according to the date on which they submitted written applications for employment and, if necessary to break any remaining ties, by coin toss.

Section 11.4. Layoff and Recall. In the event of layoff of employees covered by this Agreement, the least senior employee or employees in the affected classification (Police Officer, Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator) shall be laid off.

In the event of recall, employees within the affected classification (Police Officer, Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator) shall be recalled in the reverse order of layoff, with notification being provided via certified mail to

the last address provided by the employee. The employee must within three (3) calendar days of receipt of the notice of recall, notify the City of his intent to return to work on the date specified for recall and shall thereafter return to work on that date, provided that if the report date is less than five (5) calendar days from the employee's acceptance of the recall, the employee shall have up to five (5) calendar days to report. If the employee has accepted other employment during the period of layoff, the date of return to work may be extended for the period of notice the employee is required to give the other employer if such period does not exceed two (2) weeks. A laid off employee who is recalled shall have the right to decline recall and remain on layoff status if the anticipated period of employment is two (2) weeks or less.

Section 11.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) Quits, provided that if rehired within twelve months of date of termination in the same position previously held (sworn Police Officer or non-sworn Telecommunicator, Service Desk Officer I, Service Desk Officer II or Towing Coordinator), the employee will be credited with the prior period of continuous service in the position previously held and shall not serve a re-employment probationary period. If the employee is rehired more than twelve months after the date of termination in the same position previously held, the employee will be credited with the prior period of continuous service in the position previously held once a six-month re-employment probationary period is successfully completed.
- b) Is discharged for just cause (probationary employees without cause);
- c) Retires, provided that Police Officers considered to have "retired" for the purposes of obtaining a disability pension will be credited with the prior period of continuous service as a Police Officer if they are certified as physically fit to return to work and they return to work and shall not be considered probationary employees if they previously completed their probationary period;
- d) knowingly falsifies the reason for a leave of absence;
- e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- f) Is absent for two (2) consecutive working days without notifying the City.

Subsections (d), (e) and (f) shall not be applied arbitrarily or capriciously. Further, employees who establish that their absence under Subsection (e) or their failure to notify under subsection (f) was due to circumstances beyond their control shall not be terminated under this Section.

ARTICLE XII: General

Section 12.1: Equipment and Safety Committee. There shall be an Equipment and Safety Committee comprised of two employee members selected by the Union and two members selected by the City. The parties shall submit written notification of the names of Committee members and any change in names. The Committee shall meet at agreed-upon intervals. Time lost from the regular straight-time work day at Committee meetings shall be compensated. The Committee shall discuss the selection and maintenance of Police Department vehicles, radios and related equipment, as well as such other matters pertaining to equipment and safety as may be mutually agreed upon. The Committee shall report to the City Manager from time to time regarding resolved and unresolved issues. The City Manager shall review reports received and respond within thirty (30) days, making a good faith effort to resolve any outstanding issues.

Section 12.2: Evidence Technician, Field Training Officer, Range Officer, Accident Investigator, Breathalyzer Operator.

An employee who is assigned by the Police Department to perform duties as evidence technician, field training officer, range officer, accident investigator, or breathalyzer operator who has performed the duties of that assignment for three or more consecutive years, may file a written request for removal from this assignment. This request will be granted by the Department so long as the employee gives six (6) months' advance written notice. An employee removed from an assignment under this Section will not be reassigned to that assignment for a period of two (2) years.

Employees assigned as Evidence Technicians or working in an Evidence Technician capacity shall receive one hour of compensatory time per shift as compensation for their duties.

Telecommunicator Service Desk training officers shall receive additional compensation for service as a Training Officer, as follows: Telecommunicators 2 hours for each 12 hour training day. Service Desk Officers will receive 1.5 hours of comp time for each 8 hour training day. Police Officer training officers shall receive 1.5 hours of compensatory time for each day worked in the training officer capacity.

Section 12.3: Firearms. The City will supply practice/qualification ammunition for semi-automatic weapons in quantities which the Police Department determines are appropriate.

Section 12.4: Fitness Incentive. Effective March 1, 2012, Police Officers, Telecommunicators, Service Desk Officer I, and Service Desk Officer IIs may voluntarily participate in a physical fitness examination as determined by the Chief (with input from the Union), and administered by the Police Department. If the employee (Department Representative) passes the exam, he will be paid a lump sum of \$500 as an incentive to maintain physical fitness. Telecommunicators, Service Desk Officer I, Service Desk Officer IIs, and Towing Coordinator may also participate in this incentive with the same level of benefits as the Police Officers.

Section 12.5: Drug and Alcohol Testing. Drug and Alcohol testing of employees shall be conducted according to the processes detailed in Evanston Police Department General Order 4.4 effective May 1, 2014. The City agrees to bargain over a Drug and Alcohol Testing Policy required by the Police and Community Relations Improvement Act, Public Act 100-0389, amended August 25, 2017. The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Labor Relations Act (5 ILCS 315/14) or as amended.

ARTICLE XIII: Termination & Legality Clauses

Section 13.1: 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, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 13.2: Entire Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement.


Section 13.3: Term. This Agreement shall become effective January 1, 2019 and shall terminate at 11:59 p.m. on December 31, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date. Any unresolved dispute over the terms of a successor collective bargaining agreement shall be handled in accordance with Section 14 of the IPLRA, except that the interest arbitrator shall be selected in accordance with the arbitrator selection procedure set forth in Article V of this Agreement.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached.

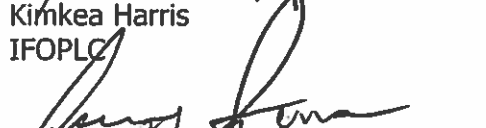
City of Evanston and FOP
2019-2022 Agreement

Executed this 14th day of May, 2019, after receiving approval by the City Council and after ratification by the Association membership.

FOP:



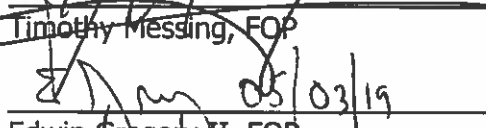
Kimkea Harris
IFOPLC



Jeremy Senese, FOP

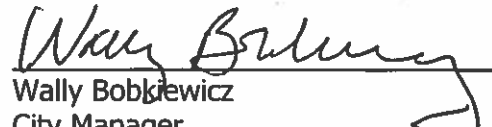


Timothy Messing, FOP



Edwin Gregory II, FOP

City of Evanston:



Wally Bobkiewicz
City Manager



Demitrous Cook #900
Chief of Police

APPENDIX A: Dues Authorization Form

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, IL 62704**

I, (print) _____, do hereby authorize my employer (print) _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signature: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employer, please remit all dues deductions to:

**Illinois FOP Labor Council
Attn: Accounting
974 ClockTower Drive
Springfield, IL 62704**

(217) 698-9433

Dues remitted to the Illinois FOP Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

APPENDIX B: Annual Salary Schedules

**Effective January 1, 2019
0% Increase**

Classification	Grade	Step	Step Rate	Annual
Police Officer	P28	A1	31.260	\$65,021
	P28	A2	32.588	\$67,784
	P28	A	33.974	\$70,665
	P28	B	36.106	\$75,101
	P28	C	37.484	\$77,966
	P28	D	39.061	\$81,247
	P28	E	40.695	\$84,646
	P28	F	43.763	\$91,027
Telecommunicator	P26	A1	27.835	\$57,896
	P26	A2	29.018	\$60,358
	P26	A	30.251	\$62,923
	P26	B	32.000	\$66,559
	P26	C	33.236	\$69,130
	P26	D	34.556	\$71,876
	P26	E	35.707	\$74,270
	P26	F	38.308	\$79,680
Service Desk II	P24	A1	22.109	\$45,986
	P24	A2	23.048	\$47,940
	P24	A	24.028	\$49,978
	P24	B	25.349	\$52,726
	P24	C	26.342	\$54,792
	P24	D	27.365	\$56,920
	P24	E	28.305	\$58,874
	P24	F	30.224	\$62,865
Service Desk I	P23	A1	19.710	\$40,997
	P23	A2	20.547	\$42,738
	P23	A	21.421	\$44,555
	P23	B	22.303	\$46,389
	P23	C	23.260	\$48,381
	P23	D	24.243	\$50,426
	P23	E	25.239	\$52,497
	P23	F	26.259	\$54,618
Towing Coordinator	P25	A1	25.180	\$52,374
	P25	A2	26.249	\$54,599
	P25	A	27.365	\$56,920
	P25	B	27.949	\$58,134
	P25	C	28.972	\$60,261
	P25	D	30.180	\$62,774
	P25	E	31.402	\$65,315
	P25	F	32.724	\$68,067
	P25	G	34.185	\$71,105

**Effective December 31, 2019
1% Increase**

Classification	Grade	Step	Step Rate	Annual
Police Officer	P28	A1	31.573	\$65,671
	P28	A2	32.914	\$68,462
	P28	A	34.313	\$71,372
	P28	B	36.467	\$75,852
	P28	C	37.858	\$78,745
	P28	D	39.452	\$82,060
	P28	E	41.102	\$85,492
	P28	F	44.200	\$91,937
	P28	G	45.965	\$95,608
Telecommunicator	P26	A1	28.113	\$58,475
	P26	A2	29.308	\$60,961
	P26	A	30.554	\$63,552
	P26	B	32.320	\$67,225
	P26	C	33.568	\$69,821
	P26	D	34.901	\$72,594
	P26	E	36.064	\$75,013
	P26	F	38.691	\$80,477
Service Desk II	P24	A1	22.330	\$46,446
	P24	A2	23.279	\$48,420
	P24	A	24.268	\$50,478
	P24	B	25.602	\$53,253
	P24	C	26.606	\$55,340
	P24	D	27.639	\$57,489
	P24	E	28.588	\$59,463
	P24	F	30.526	\$63,494
Service Desk I	P23	A1	19.907	\$41,407
	P23	A2	20.752	\$43,165
	P23	A	21.635	\$45,001
	P23	B	22.526	\$46,853
	P23	C	23.493	\$48,865
	P23	D	24.486	\$50,930
	P23	E	25.491	\$53,022
	P23	F	26.521	\$55,164
Towing Coordinator	P25	A1	25.432	\$52,898
	P25	A2	26.512	\$55,145
	P25	A	27.639	\$57,489
	P25	B	28.229	\$58,715
	P25	C	29.261	\$60,864
	P25	D	30.482	\$63,402
	P25	E	31.716	\$65,968
	P25	F	33.052	\$68,747
	P25	G	34.527	\$71,816

**Effective January 1, 2020
1.5% Increase**

<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Step Rate</u>	<u>Annual</u>
Police Officer	P28	A1	32.046	\$66,656
	P28	A2	33.408	\$69,488
	P28	A	34.828	\$72,442
	P28	B	37.014	\$76,989
	P28	C	38.426	\$79,927
	P28	D	40.043	\$83,290
	P28	E	41.719	\$86,775
	P28	F	44.863	\$93,316
	P28	G	46.655	\$97,042
	P28	H	47.238	\$98,255
Telecommunicator	P26	A1	28.535	\$59,352
	P26	A2	29.748	\$61,876
	P26	A	31.012	\$64,505
	P26	B	32.804	\$68,233
	P26	C	34.071	\$70,869
	P26	D	35.425	\$73,683
	P26	E	36.605	\$76,138
	P26	F	39.271	\$81,684
	P26	G	40.524	\$84,289
	P26	H	41.030	\$85,343
Service Desk II	P24	A1	22.665	\$47,142
	P24	A2	23.628	\$49,146
	P24	A	24.632	\$51,235
	P24	B	25.986	\$54,052
	P24	C	27.005	\$56,170
	P24	D	28.054	\$58,351
	P24	E	29.017	\$60,355
	P24	F	30.984	\$64,446
	P24	G	31.988	\$66,535
	P24	H	32.388	\$67,367
Service Desk I	P23	A1	20.206	\$42,028
	P23	A2	21.064	\$43,812
	P23	A	21.959	\$45,676
	P23	B	22.863	\$47,556
	P23	C	23.845	\$49,598
	P23	D	24.853	\$51,694
	P23	E	25.874	\$53,817
	P23	F	26.919	\$55,992
	P23	G	27.998	\$58,236
	P23	H	28.348	\$58,964
Towing Coordinator	P25	A1	25.813	\$53,691
	P25	A2	26.909	\$55,972
	P25	A	28.054	\$58,351
	P25	B	28.652	\$59,596
	P25	C	29.700	\$61,777
	P25	D	30.939	\$64,353
	P25	E	32.191	\$66,958
	P25	F	33.547	\$69,778
	P25	G	35.045	\$72,893
	P25	H	35.483	\$73,804


**Effective January 1, 2021
2.25% Increase**

<u>Classification</u>	<u>Grade</u>	<u>Step</u>	<u>Step Rate</u>	<u>Annual</u>
Police Officer	P28	A1	32.767	\$68,156
	P28	A2	34.160	\$71,052
	P28	A	35.612	\$74,072
	P28	B	37.847	\$78,722
	P28	C	39.291	\$81,725
	P28	D	40.944	\$85,164
	P28	E	42.657	\$88,727
	P28	F	45.873	\$95,416
	P28	G	47.704	\$99,225
	P28	H	48.301	\$100,465
Telecommunicator	P26	A1	29.177	\$60,687
	P26	A2	30.417	\$63,268
	P26	A	31.710	\$65,956
	P26	B	33.543	\$69,768
	P26	C	34.838	\$72,463
	P26	D	36.222	\$75,341
	P26	E	37.429	\$77,851
	P26	F	40.155	\$83,522
	P26	G	41.436	\$86,186
	P26	H	41.953	\$87,263
Service Desk II	P24	A1	23.175	\$48,203
	P24	A2	24.160	\$50,252
	P24	A	25.186	\$52,387
	P24	B	26.571	\$55,268
	P24	C	27.612	\$57,434
	P24	D	28.685	\$59,664
	P24	E	29.670	\$61,713
	P24	F	31.681	\$65,896
	P24	G	32.708	\$68,032
	P24	H	33.117	\$68,883
Service Desk I	P23	A1	20.660	\$42,973
	P23	A2	21.538	\$44,798
	P23	A	22.454	\$46,703
	P23	B	23.378	\$48,626
	P23	C	24.382	\$50,714
	P23	D	25.412	\$52,857
	P23	E	26.456	\$55,028
	P23	F	27.525	\$57,252
	P23	G	28.628	\$59,546
	P23	H	28.986	\$60,290
Towing Coordinator	P25	A1	26.394	\$54,899
	P25	A2	27.515	\$57,231
	P25	A	28.685	\$59,664
	P25	B	29.297	\$60,937
	P25	C	30.369	\$63,167
	P25	D	31.635	\$65,801
	P25	E	32.916	\$68,464
	P25	F	34.302	\$71,348
	P25	G	35.833	\$74,533
	P25	H	36.281	\$75,465

Effective January 1, 2022
2.25% Increase

Classification	Grade	Step	Step Rate	Annual
Police Officer	P28	A1	33.505	\$69,689
	P28	A2	34.928	\$72,651
	P28	A	36.413	\$75,739
	P28	B	38.698	\$80,493
	P28	C	40.175	\$83,564
	P28	D	41.866	\$87,081
	P28	E	43.617	\$90,723
	P28	F	46.905	\$97,562
	P28	G	48.778	\$101,458
Telecommunicator	P26	A1	29.833	\$62,053
	P26	A2	31.102	\$64,691
	P26	A	32.423	\$67,441
	P26	B	34.297	\$71,338
	P26	C	35.622	\$74,094
	P26	D	37.037	\$77,036
	P26	E	38.271	\$79,603
	P26	F	41.058	\$85,401
	P26	G	42.368	\$88,125
Service Desk II	P24	A1	23.696	\$49,288
	P24	A2	24.703	\$51,383
	P24	A	25.753	\$53,566
	P24	B	27.169	\$56,511
	P24	C	28.234	\$58,726
	P24	D	29.330	\$61,007
	P24	E	30.337	\$63,102
	P24	F	32.394	\$67,379
	P24	G	33.444	\$69,563
Service Desk I	P23	A1	21.125	\$43,940
	P23	A2	22.022	\$45,806
	P23	A	22.959	\$47,754
	P23	B	23.904	\$49,720
	P23	C	24.930	\$51,855
	P23	D	25.984	\$54,047
	P23	E	27.051	\$56,266
	P23	F	28.144	\$58,540
	P23	G	29.272	\$60,886
Towing Coordinator	P25	A1	26.988	\$56,134
	P25	A2	28.134	\$58,519
	P25	A	29.330	\$61,007
	P25	B	29.956	\$62,308
	P25	C	31.052	\$64,588
	P25	D	32.347	\$67,282
	P25	E	33.656	\$70,005
	P25	F	35.074	\$72,954
	P25	G	36.640	\$76,210
P25	H	37.098	\$77,163	

APPENDIX C: Grievance Form

	GRIEVANCE (use additional sheets where necessary)	Lodge No. / Year / Grievance No.
	Date Filed: _____ Department: _____	
Grievant's Name: _____ Last First M.I.		
STEP ONE		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____		
Article(s) and Sections(s) of Contract violated: _____, and all applicable articles.		
Briefly state the facts: _____ _____ _____		
Remedy Sought: _____ _____		
Given To: _____	Date/Time: _____	
_____ Grievant's Signature	_____ FOP Representative Signature	
EMPLOYER'S STEP ONE RESPONSE		
_____ _____		
_____ Employer Representative Signature	_____ Position	
_____ Person to Whom Response Given	_____ Date	
STEP TWO		
Reasons for Advancing Grievance: _____ _____		
Given To: _____	Date/Time: _____	
_____ Grievant's Signature	_____ FOP Representative Signature	
EMPLOYER'S STEP TWO RESPONSE		
_____ _____		
_____ Employer Representative Signature	_____ Position	
_____ Person to Whom Response Given	_____ Date	

APPENDIX D: Comp/Holiday Time Maximum Accruals

Grandfathered Banks of Comp/Holiday
as of January 1, 2019:

ALEXANDER, GEORGINA	617.00
BERNHARDT, HEIDI	740.00
CEPIEL, DAVID	515.75
HINTON, DEBORAH	757.50
GONZALEZ, EFRAIN	648.25
LEESON, GERARD	541.25
LOPEZ, LANCE	767.25
MILLER, MARIO	659.25
MOKOS, DANIEL	763.50
SAMSON, STANLEY	704.25
STONEQUIST, MICHAEL	572.75
TRICHE, MICHAEL	962.00
VELMA, OTIS	660.75

Side Letter of Agreement: Shift Assignment

During the term of this collective bargaining agreement, the following shall be applicable for the staffing of patrol shifts:

1. The Department will utilize non-rotating patrol shifts.
2. The Department will accommodate fifty percent (50%) of employees' first choice of assignment to each patrol shift by seniority. If the City believes that a deviation is necessary in order to balance shifts in terms of gender, specialty, experience, and/or race, it shall present the issue to the Union for discussion and the Union will not unreasonably withhold agreement on a proposed deviation. If the parties are unable to resolve the issue and the City advises the Union that it intends to implement a deviation, the parties agree that the matter will be resolved through expedited arbitration prior to implementation of the deviation.
3. The Chief may deviate from seniority based shift picks under the following circumstances:
 - a. When an employee receives a less than satisfactory evaluation, the completed annual performance evaluation will serve as a notice to the employee that his/her seniority ranking is at risk for the next annual shift assignments.
 - b. When there is a less than satisfactory annual performance evaluation the employee will be reevaluated in six months to determine whether performance has improved.
 - c. The performance-rating instrument will be the one currently in use by the City. Any future changes to performance rating instrument will be approved prior to implementation.
 - d. If the shift deviation is disputed, prior to any employee moving shifts the dispute will be resolved by expedited arbitration prior to its implementation.
 - e. Nothing herein shall restrict the city's right to transfer for disciplinary reasons, pursuant to Section 5.7.
 - f. Prior to the shift-selection process, the Chief of Police will determine and announce the specific number of officers assigned to each shift.
 - g. The police administration will provide copies of the completed shift-bid picks to the union representative.
 - h. A draft shift order will be presented to the union's elected representatives for consideration and review prior to publication.

Side Letter: Sick Leave Donation

A pool of sick leave will be established by the City. Employees in the bargaining unit may choose to donate one day (8 hours) of accrued sick leave to the pool. In cases of an employee's own serious medical condition or the serious medical condition of an immediate family member (as defined by FMLA), that employee may use up to thirty days (240 hours) of the pooled sick leave. No employee may receive any donated sick leave until his sick leave accrual has been exhausted. Only those employees who participate in the pool will be eligible to use any of the pooled sick leave. Donations of sick leave will be taken from accrued time and will not be chargeable to annual sick leave payout eligibility.

The Department will administer the sick leave pool. When the pool is exhausted to zero days, a notice will be given to the Union and each employee given the opportunity to participate again with the donation of one accrued sick day.

This sick leave pool will remain in effect for the duration of the 2019-2022 Agreement. In the last six months of the Agreement, the Department will prepare a report to be given to the Union regarding the usage, successes, problems and concerns about the program's administration. That report will be discussed by the City and the Union prior to any continuation of the program past the termination of the 2019-2022 Agreement.

Side Letter: Patrol/Telecommunications Schedules

The parties acknowledge that present staffing levels are not necessarily absolute and may be subject to reconsideration due to circumstances currently unforeseen. Reduced staffing levels may impact on the viability of the current Patrol and Telecommunicator schedules. In the event the City believes changes in the present staffing levels are necessary due to changed circumstances the City shall notify the Union of the reasons for any changes upon written request from the Union. Within ten (10) calendar days a Labor/Management meeting shall convene to discuss and negotiate in good faith the City's proposed changes. If the parties are unable to come to agreement within twenty (20) days either party may invoke interest arbitration. A single arbitrator shall be selected under procedures of the collective bargaining agreement, except that the parties shall select an arbitrator from the first panel received within seven (7) days of receipt of the panel, and final offers shall be submitted by the parties to the arbitrator within seven (7) days of the arbitrator's appointment. The hearing shall thereafter be conducted and concluded within ten (10 days) of the arbitrator's appointment and a decision rendered (without the filing of post-hearing briefs, pre-hearing briefs will be permitted) within seven (7) days thereafter. In the event the arbitrator selected is unwilling to meet these time frames, the last arbitrator struck will be selected until an agreeable arbitrator is found.

The Union agrees that during these discussions and negotiations prior to impasse, it will direct all correspondence and inquiries to the City's appointed negotiating team. The City agrees to share any concerns of the Union with the City Council in the event the proposed changes require City Council approval.

This side letter of agreement shall expire at the conclusion of this contract and the parties shall revert immediately to the provisions of the parties' collective bargaining agreement. The parties agree that the provisions within the side letter of agreement and the effects of its application shall be considered non-precedential, shall not be considered to be the "status quo" in any future negotiation, and shall not be used by either party for any purpose whatsoever in any future interest arbitration involving the parties. Nothing herein shall constitute a waiver of either party's position as to whether or not staffing levels are a mandatory subject of bargaining.

Side Letter: Canine Program

The Canine officer(s) shall perform the following duties relative to the assigned dog during the course of their duty shift:

1. Exercise
2. Grooming
3. Training
4. Veterinarian routine checkups and shots

The Canine officer(s) shall be compensated for 5 hours (at time-and-one-half) for each week assigned as the Canine Officer for the following work activities with the assigned canine outside of his normal duty shift:

1. Procuring food and supplies
2. Cleaning the canine's kennel or other place where the canine is kept, and cleaning up after the canine (general care and maintenance)
3. Feeding
4. Grooming
5. Exercise on off-duty days
6. Emergency trips to the veterinarian

If the off-duty canine care and maintenance activities exceed the 5 hours per week allotment for any week, the officer shall submit a daily log identifying the activities engaged in, the times at which they took place and the duration of the activities to his supervisor by the end of the shift immediately following the week.

Canine Officer

Deputy Chief of Patrol

ILLINOIS FOP LABOR COUNCIL

and

CITY OF EVANSTON

Sergeants

January 1, 2019 – December 31, 2022

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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LABOR AGREEMENT
Between
CITY OF EVANSTON
And
EVANSTON SERGEANTS ASSOCIATION
AFFILIATED WITH
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AGREEMENT between, the CITY OF EVANSTON (hereinafter also called the "City") and Evanston Sergeants Association affiliated with Illinois Fraternal Order of Police, Labor Council (hereinafter also called the "Labor Council" or "Union").

ARTICLE 1 RECOGNITION

Section 1.1 Recognition of Association The City recognizes the Labor Council as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all full-time employees classified by the City as Police Sergeants.

Section 1.2 Recognition of Sergeants The City and the Labor Council recognize that sergeants are key members of the management and command staff of the Department. In this role, sergeants are responsible for supervising, directing and disciplining employees. The participation in Union activity, collective bargaining and/or grievance activity by sergeants pursuant to this Agreement does not and cannot interfere with the sergeants' responsibility of loyalty as members of management.

Section 1.3 Probationary Period All new Sergeants shall be considered probationary Sergeants until they complete a promotional probationary period of twelve (12) months. The City may, for reasonable cause, extend the promotional probationary period for up to an additional six (6) months. Sergeants in their promotional probationary period are eligible for membership in the Union and are covered by this Agreement, but no grievance shall be presented or entertained in connection with the demotion of a probationary Sergeant.

ARTICLE 2 ASSOCIATION SECURITY

Section 2.1 Dues Check-off Upon receipt of a signed authorization form from an employee in the form set forth in Appendix A, the City agrees for the duration of this Agreement to deduct from such employee's pay uniform monthly union dues. The Labor Council will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement and list of employees' names from whom deductions have been made, to the Labor Council at the address designated by the Labor Council by the 15th day of the month following the month in which the deduction is made. Employees desiring to revoke such voluntary dues deductions during the term of this Agreement may do so at any time by providing thirty (30) days' written notice to both the City and the Labor Council.

It is specifically agreed that any dispute concerning the amount of the dues fee as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement. Non-members who object to the dues fee based upon bona fide religious tenets or teachings shall pay an amount equal to such dues fee to a non-religious charitable organization mutually agreed upon by the employee and the Labor Council. If the affected non-member and the Labor Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 2.2 Indemnification The Union will 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.

Section 2.3 Union Bulletin Boards The City will make a bulletin board available (currently located in the mail room) for the sole use of posting legitimate Union notices that are not inflammatory in nature or endorsements of candidates for elected public office. It shall generally include notices dealing with internal Union affairs and Union-related business or activities. In addition, representative as identified in writing to the Chief of Police) shall be permitted to distribute such Union notices in Department mailboxes of bargaining unit employees. Except as provided in this section, there shall be no distribution or posting of Union materials of any kind inside City buildings unless the Police Chief or his designee specifically approves same.

Section 2.4 Access to City Premises Duly authorized Union business representatives and National representatives will be permitted access at reasonable times to the premises of the City for the purpose of handling grievances or otherwise representing employees pursuant to the provisions of this Agreement upon showing proper credentials to the Police Chief or his designee. These business representatives will enter and conduct their business so as not to interfere with City operations. Such right of entry shall at all times be subject to general department rules applicable to non-employees.

Section 2.5 Use of City Facilities and Equipment With the prior approval of the Police Chief or his designee, the Union may use City office equipment and facilities, provided such approval shall not be unreasonably withheld. Such use shall not take precedence over department needs and any materials used or other costs incurred shall be reimbursed by the Union if requested by the City.

ARTICLE 3 NON-DISCRIMINATION

Section 3.1 Non-Discrimination In accordance with applicable federal and state law, the City and Union agree not to discriminate against any employee on the basis of race, color, creed, sex, age, disability, national origin, sexual orientation or Union membership or non-membership. Actions taken by the City in the assignment or utilization of employees for reasonable and necessary operational reasons shall not be considered in violation of this Article. The parties agree that the City has the right, notwithstanding any other provisions of this Agreement, to take action that is reasonable and necessary in order to be in compliance with the Americans with Disabilities Act.

Section 3.2 Gender 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 4 GRIEVANCE PROCEDURE

Section 4.1 Definition A "grievance" is defined as a difference of opinion raised by an employee or the Union against the City involving the meaning, interpretation or application of the provisions of this Agreement or with respect to inequitable application of the Personnel Rules of the City or with respect to inequitable application of the Rules of the Police Department.

Section 4.2 Grievance Procedure Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance or within fourteen (14) calendar days of when the employee, through the use of reasonable diligence, could have known of the occurrence of the event giving rise to the grievance. Union grievances shall be filed at Step 2. A grievance shall be processed as follows:

STEP 1: Written To Immediate Supervisor. An employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor, not to include a bargaining unit member, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The immediate supervisor and the employee, accompanied by an Union representative who is an employee covered by this Agreement if the grievant so desires, shall discuss the grievance at a mutually agreeable time within seven (7) calendar days. If no agreement is reached in such discussion, the immediate supervisor shall give a written answer to the grievant within seven (7) calendar days of the discussion.

STEP 2: Appeal To Chief of Police. If the grievance is not settled in Step 1, the grievant or Union may, within fourteen (14) calendar days following receipt of the immediate supervisor's answer, file a written appeal to the Chief of Police. The grievant, a Union representative and the Chief will discuss the grievance at a mutually agreeable time within fourteen (14) calendar days. If no agreement is reached in such discussion, the Chief will give his answer in writing to the grievant and the Union representative within fourteen (14) calendar days of the discussion.

STEP 3: Appeal to City Manager. If the grievance is not settled in Step 2, the Union may, within fourteen (14) calendar days following receipt of the Chiefs answer, file a written appeal to the City Manager. A meeting between the City Manager and his/her designee and the grievant and Union representatives, if agreed to, will be held at a mutually agreeable time within fourteen (14) calendar days of the meeting. If the City Manager determines there will be no Step 3 meeting, the City Manager will advise the Union representative within fourteen (14) calendar days in writing and the City Manager's written communication shall be deemed to be a Step 3 denial of the grievance.

STEP 4: Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer 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 3. The parties shall attempt to

agree upon 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 seven (7) arbitrators. Before striking any names, each party shall have the right to reject one (1) panel of arbitrators. The parties shall determine by a toss of a coin who shall strike first, then alternately strike names one at a time until only one name remains, who 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. The arbitrator shall consider only the specific issue submitted to him and his decision and award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision and award of the arbitrator, which conforms to his authority, shall be final and binding upon the City, the Union and the employee or employees involved. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.3 Time Limits No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 4.2. If a grievance is not appealed within the time limits for appeal set forth in Section 4.2, it shall be deemed settled on the basis of the last answer of the City, provided that the parties may mutually agree to extend any time limits. If the City fails to provide an answer within the time limits set forth in Section 4.2, the Union may immediately appeal to the next step.

Section 4.4 Investigation and Discussion All grievance discussions and investigations shall take place in a manner which does not interfere with City operations.

Section 4.5 Civil Service Except as provided in Section 4.6 or with respect to subject matters covered by this Agreement, it is understood that matters subject to Civil Service are not subject to this grievance procedure.

Section 4.6 Disciplinary Grievances Grievances may be filed with respect to the just cause of any disciplinary action taken against an employee. Any grievance concerning a suspension or discharge shall be filed directly at Step 2 of this grievance procedure within fourteen (14) calendar days of the imposition of the discipline. If an employee is transferred for disciplinary reasons, the employee may grieve the transfer pursuant to the provisions of this Section. Discharge and disciplinary action shall be subject to review under the grievance procedure up to and including arbitration, provided that oral reprimands may not be appealed to arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures of the City Civil Service Commission. Such contractual review procedure shall be the sole and exclusive method of reviewing all disciplinary action.

ARTICLE 5 LABOR-MANAGEMENT MEETINGS

Section 5.1 Meeting Request The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly Labor-Management meetings will be held. The Labor-Management Committee shall include three (3) employees covered by this Agreement and up to three (3) representatives appointed by the Chief of Police and the Chief of Police if he so desires. The Union may also designate a non-employee Union representative to attend a labor-management meeting, if mutually agreed, and the City may include a non-Police Department employee, if mutually agreed. Such quarterly meetings may be requested by either party by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Labor-management meetings shall be set at a mutually convenient day and time. Such meetings shall be limited to:

(a) discussion of the implementation and general administration of the Agreement; (b) sharing of general information of interest to the parties, including departmental operational matters affecting employees; and (c) notifying the Union of changes in condition of employment contemplated by the City which may affect employees. The parties agree to meet in good faith and exercise their best efforts to submit recommendations for approval by the Chief of Police.

Section 5.2 Content It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement to be conducted at such meetings. The Labor-Management Committee shall keep summary minutes of labor-management meetings, which shall be initialed by the parties and made available for distribution to employees covered by this Agreement.

Section 5.3 Attendance Attendance at labor-management meetings shall be voluntary on the employee's part. If the parties agree to schedule a meeting during an employee's regular straight-time shift, the employees shall be compensated for time lost from the normal straight-time work day.

ARTICLE 6 MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and the Police Department in all its 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. The rights retained by the City include, but are not limited to: the right to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to transfer employees, to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend, demote and discharge employees for just cause; to lay off or promote employees, to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal

control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 7 NO STRIKE-NO LOCKOUT

Section 7.1 No Strike Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, illegal picketing or any other intentional interruption or disruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Each employee who holds the position of officer of the Union occupies a position of special trust and responsibility in attempting to maintain and bring about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 7.2 No Lockout 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 7.3 Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 7.4 Judicial Restraint Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 8 GENERAL

Section 8.1 Weapons/Marksmanship The City will supply practice qualification ammunition for automatic weapons in quantities which the Police Department determines are appropriate. If a Sergeant, during the term of this Agreement, replaces an existing departmental-issued handgun with a departmental-approved weapon, and turns in a handgun to the department, he shall be reimbursed fifty (50%) of the cost of said weapon, up to four hundred dollars (\$400). The purchased weapon will be considered the Sergeant's property upon retirement or separation from the department.

Section 8.2 Statutes The City will continue to comply with federal and state statutes covering mandatory subjects of bargaining which are applicable to police sergeants, except to the extent modified in this Agreement.

Section 8.3 Drug and Alcohol Testing Drug and Alcohol testing of members, in addition to testing required under 50 ILCS 727/1-25, shall be conducted according to the processes detailed in Evanston Police Department General Orders. The City agrees to bargain over a Drug and Alcohol Testing Policy required by the Police and Community Relations Improvement Act, Public Act 100-0389, amended August 25, 2017. The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Labor Relations Act (5 ILCS 315/14) or as amended.

ARTICLE 9 WAGES AND BENEFITS

Section 9.1 Salary Schedule The salary schedule for employees covered by this Agreement shall be as follows: an increase of 0% to be applied retroactively to January 1, 2019, an increase of 1.5% to be applied retroactively to January 1, 2020, an increase of 2.5% to be applied retroactively to January 1, 2021, and an increase of 3% to be applied retroactively to January 1, 2022, for all eligible wages under this Agreement. Any pay-outs of applicable benefit time by the terms and conditions of the CBA shall be at the covered members’ current rate of pay including longevity at the time of pay-out.

1/1/2019 – 0% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2019	\$47.936	\$99,707.28
PS34	B	1/1/2019	\$50.035	\$104,072.98
PS34	C	1/1/2019	\$52.203	\$108,581.81
PS34	D	1/1/2019	\$54.521	\$113,403.16
PS34	E	1/1/2019	\$56.155	\$116,802.68
PS34	F	1/1/2019	\$57.840	\$120,307.17

1/1/2020 – 1.5% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2020	\$48.655	\$101,202.89
PS34	B	1/1/2020	\$50.786	\$105,634.07
PS34	C	1/1/2020	\$52.986	\$110,210.54
PS34	D	1/1/2020	\$55.339	\$115,104.21
PS34	E	1/1/2020	\$56.997	\$118,554.72
PS34	F	1/1/2020	\$58.708	\$122,111.78

1/1/2021 – 2.5% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2021	\$49.872	\$103,732.96
PS34	B	1/1/2021	\$52.055	\$108,274.92
PS34	C	1/1/2021	\$54.310	\$112,965.80
PS34	D	1/1/2021	\$56.722	\$117,981.82
PS34	E	1/1/2021	\$58.422	\$121,518.59
PS34	F	1/1/2021	\$60.175	\$125,164.57

1/1/2022 – 3% COLA

Pay Grade	Step	Effective Date	Step Rate	Salary
PS34	A	1/1/2022	\$51.368	\$106,844.95
PS34	B	1/1/2022	\$53.617	\$111,523.17
PS34	C	1/1/2022	\$55.940	\$116,354.78
PS34	D	1/1/2022	\$58.424	\$121,521.27
PS34	E	1/1/2022	\$60.175	\$125,164.15
PS34	F	1/1/2022	\$61.981	\$128,919.51

An employee shall be eligible for annual advancement to the next highest step in the salary structure to the maximum step based upon receipt of a highly satisfactory merit evaluation. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity. An employee who does not receive a step increase under this Section may file a grievance under the grievance procedure of this Agreement grieving the reasonableness of the evaluation. An employee who is promoted to the position of Sergeant from the position of police officer in the City shall be compensated at the next higher Sergeant pay step above the employee's current salary including longevity.

Section 9.2 Longevity Pay Employees with the years of service Indicated below shall be eligible to receive longevity pay added to the current rate of pay in accordance with the following schedule. If a Sergeant dies while at work, he will have the 5.5% longevity step added to the current rate of pay.

<u>Years of Service Completed</u>	<u>Longevity Pay Computed As a Percent of Employee's Annual Salary</u>
9 years	3%
14 years	4%
19 years	5.5%

Section 9.3 Pension Pick-Up Plan The City agrees to maintain a "pension pick-up plan" whereby employees' contributions are made from pre-tax earnings for as long as such plan continues to be permitted by state and federal law.

Section 9.4 Holidays Holidays shall be as follows:

New Years' Day	Thanksgiving Day
Dr. Martin Luther King Jr.'s Birthday	Friday after Thanksgiving
Employee's Birthday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	Three Floating Holidays
Labor Day	

For approved days off other than sick leave, the employee may designate the type of accrued time off to be charged (e.g., vacation, holiday, compensatory time). Holiday time for holidays will be carried on the Department records as hours rather than days, in the compensatory time bank, and may be carried over from year to year. The three floating holidays will be accrued as twenty-eight (28) hours. At the time of separation from City employment the employee shall receive payment of all accrued but unused holiday time that has been transferred to the compensatory time bank.

Employees required to work on New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Thanksgiving Day, Friday after Thanksgiving, or Christmas Day shall receive pay at time and one-half for all hours worked in addition to the Holiday Compensation addressed in Section 9.5 below.

Section 9.5 Holiday Compensation Employees who are off-duty on a holiday shall receive eight (8) hours' holiday time in their compensatory time bank. Employees who are on-duty on a holiday shall be paid their regular rate of pay for all hours worked and shall receive eight (8) hours' holiday time in their compensatory time bank. Sergeants who are normally scheduled to work on holidays listed in Section 9.4 will work those hours unless the Sergeant requests to take the day off; in that case, the hours off will be charged to the Sergeant's vacation or compensatory time accrual. A Sergeant who is sick on such holidays will have that time off charged to his sick leave accrual.

Section 9.6 Vacations Vacations shall be accrued at the following rates:

Recruitment through 4 th year	2 weeks
5 th year through 6 th year	2 weeks/2 days
7 th year through 10 th year	3 weeks
11 th year through 14 th year	3 weeks/2 days
15 th year through 20 th year	4 weeks
21 st year	4 weeks/1 day
22 nd year	4 weeks/2 days
23 rd year	5 weeks

Two (2) years accrual of vacation time may be carried over into the subsequent year. At the time of separation from City employment the employee shall receive payment of all accrued but unused vacation time up to two (2) years accrual. Employees that request a vacation pay-out may not have an accrued balance over their maximum at the time of their payout.

Section 9.7 Uniform Allowance

(a) The City shall provide an annual allowance of one-thousand and no/100 dollars (\$1,000) each year of this agreement for the purchase of uniform items. Uniform allowances will be paid on or about April 1 of each calendar year and no receipts will be required.

(b) If changes in uniform or new uniform items are mandated by the City, at City's initiative, the City shall pay the entire cost of the initial issue of such items; however, if changes in uniform or new uniform items are approved by the City at the request of the Union or of the employees, employees shall be expected to bear the cost of the initial issue. If authorized uniform items are damaged in the line of duty (as distinguished from normal wear and tear), the Chief of Police will give consideration to replacing said damaged uniform items at City expense, Upon promotion to the rank of Sergeant, each new Sergeant will be provided four long-sleeved and four short-sleeved uniform shirts at City expense.

Upon promotion to the rank of Sergeant, each new Sergeant will be provided four (4) long-sleeved and four (4) short-sleeved uniform shirts at City expense.

(c) Effective the first pay period after ratification of this Agreement by both parties, if a Sergeant's bullet-proof vest is out of its warranty period, the City will reimburse the Sergeant up to a maximum of eight hundred and no/100 dollars (\$800) for the replacement vest upon submission of a receipt of purchase and return of the out of warranty vest. Upon leaving the City's employ, a Sergeant shall have the right to keep his vest.

Section 9.8 Sick Leave

(a) Employees shall accrue twelve (12) sick days per full year of employment.

(b) Whenever an employee with ten (10) years or more of service retires or has his employment terminated in good standing, the employee shall receive payment of all sick days accrued in excess of two hundred (200) hours to a maximum of four hundred forty (440) hours' pay. Such payment shall be in the form of cash or directed to a designated ICMA-RC Account, or any combination thereof. An employee with over six hundred and fifty (650) hours of sick leave shall be eligible, at time of leaving the bargaining unit, for payment of 100% of sick hours over six hundred and fifty (650). Such payment shall be directed to the PEHP plan. The provisions of this Section shall not be applicable to an employee who is discharged for just cause or who does not give at least two weeks' advanced written notice of the employee's decision to voluntarily retire or otherwise terminate City employment in good standing.

(c) An employee with seventy-five (75) days of sick leave accrued as of January 1 of each year, shall be eligible to receive on January 31 of the immediate following calendar year of each year payment, vacation or time off equivalent to one hundred percent (100%) of all sick leave days accrued during that year, but not used during that year, in excess of four (4) days. This means that if an eligible employee uses eight (8) or more days of sick leave accrued in the calendar year, the employee shall have no days of entitlement; uses seven (7) days - one (1) day of entitlement; uses six (6) days - two (2) days of entitlement; uses five (5) days - three (3) days of entitlement; uses four (4) days - four (4) days of entitlement; uses three (3) days - five (5) days of entitlement; uses two (2) days - six (6) days of entitlement; uses one (1) day - seven (7) days of entitlement; uses no days - eight (8) days of entitlement.

(d) In the event an employee dies while employed by the City, neither subsection (b) or (c) of this Section are applicable; provided, however, that the employee's entire accrued but unused sick leave shall be paid to the person(s) designated as beneficiary and/or trust fund named on the employee's group life insurance, or if there is no designation, as required by the City.

(e) Sick leave may be used for absences due to illness, injury, or medical appointment of the employee's family members pursuant to and as defined by the Illinois Sick Leave Act (820 ILCS 191/1 *et. seq.*), or as amended.

Section 9.9 Annual Audit The Police Department will provide a bi-weekly update of each employee's balances of compensatory time, floating holiday, sick leave, and vacation leave. After notification, the employee has thirty (30) days to file any discrepancies with the Police Department. After this thirty (30) day period, the update shall be considered final. Reasonable exceptions may be made for an employee who can demonstrate a prolonged absence (e.g., FMLA, worker's comp, military leave).

Section 9.10 Death Benefit In the event of death of an employee in the line of duty, the City shall pay a death benefit of three thousand and no/100 dollars (\$3,000) to the designated group life insurance beneficiary and/or trust fund named, or if there is no designation, as directed by the City. In addition to provisions provided by law, for a Sergeant who dies on duty the City shall pay one-hundred percent (100%) of the health insurance premium for ninety (90) days.

Section 9.11 Pay for Assignment to Work in a Higher Rank Effective January 1, 2019, an employee who is temporarily assigned to in a higher rank shall be paid an additional \$5.00 per hour for each hour for all hours worked in that capacity.

Section 9.12 Physical Fitness Sergeants may voluntarily participate in a physical fitness examination (the P.O.W.E.R. test) administered by the department. As an incentive to maintain physical fitness, employees will be paid five hundred and no/100 dollars (\$500) if they pass the physical fitness exam OR seven hundred and no/100 dollars (\$700) if they pass the physical fitness exam and participate in the required components of the City's annual wellness program.

Section 9.13 Educational Compensation Effective January 1, 2019 and continuing, employees who possess a bachelor's degree or higher from an accredited college or university will receive an additional two thousand dollar (\$2,000) stipend. Employees who possess a master's degree or higher in a relevant subject area will receive an additional two thousand five-hundred dollar (\$2,500) stipend. Relevant subject areas for a master's degree or higher include, but are not limited to, criminal justice or law enforcement, sociology, psychology, public administration, social work, public safety, and any other subject areas at the discretion of the Police Chief. Educational stipends are to be paid on the first pay period each February.

ARTICLE 10 HOURS OF WORK AND OVERTIME

Section 10.1 Application of Article This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 10.2 Normal Work Week and Work Day The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday shall be eight (8) hours, plus a thirty (30) minute unpaid lunch period each day, subject to emergency work duties. Sergeants as a part of their administrative duties to prepare for roll call or other administrative responsibilities, shall report one-quarter hour (1/4) hour before their tour of duty and in some cases requiring them to stay a one-quarter hour (1/4) hour after their tour of duty to handle supervisory/administrative matters. For this, Sergeants shall be compensated at three-quarter (3/4) hour of compensatory time for each day worked at the straight time calculation for 2019, 2020, and 2021. This payment will revert back to one-half (1/2) hour in 2022. The shifts, workdays and hours to which employees are assigned shall be stated on a departmental work schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the City will provide as much advance notice as possible of such change to the individuals affected.

Section 10.3 Overtime Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked beyond eight (8) hours in a work day. Vacation, sick time, holidays or other absences from work, paid or unpaid; will not be considered as hours worked for the

purposes of calculating overtime. Overtime shall be paid in fifteen (15) minute increments using FLSA rounding rules.

Section 10.4 Compensatory Time An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, by giving advance notice to the City. The maximum compensatory time accumulated shall be five hundred (500) hours. At the time of separation from City employment, the employee shall receive payment of all accrued but unused compensatory time. An employee with accrued compensatory time may make advance request for time off (in minimum increments of 15 minutes) and time off will be approved by the City based upon departmental needs. Employees in the rank of Sergeant prior to May 1, 2011 may keep the current compensatory time bank accrued, which may exceed five hundred (500) hours with the combination of the holiday and compensatory time banks. The specific limits of maximum hours or grandfathered balance that may be in a member's bank are included in Attachment A to the Memorandum of Understanding (MOU). If at any time a member's grandfathered balance falls below the five hundred (500) hour maximum, then the five hundred (500) maximum shall apply going forward and the grandfathered status shall be forfeited.

New employees to the unit are subject to the five hundred (500) hour maximum for the combined compensatory time bank. New employees to the unit will be paid out any hours in excess of the five hundred (500) hour maximum prior to entering the unit. Any existing Sergeant who does not meet the five hundred (500) hour combined maximum as of May 1, 2011 will be subject to the new limit. Any hours of compensatory time exceeding the five hundred (500) hour maximum, pursuant to the MOU and Attachment A, as of December 31 of each calendar year will be paid out by the end of February of the immediate following calendar year.

An employee may request a payout of up to two hundred (200) hours per year from accumulated compensatory time, which may be in addition to the annual payout for hours over five hundred (500). Requested payouts will be based on a first come first served basis and simultaneous requests will be based on seniority. Payouts are subject to annual available funding set by the Chief of Police. Payouts made as a result of a new member entering the bargaining unit to bring that member in line with the five hundred (500) hour maximum and the MOU on Compensatory Time Banks shall be made separate and apart from the discretionary payments indicated above.

Section 10.5 Hireback When an employee is hired back there shall be a minimum pay guarantee of four (4) hours' pay at time and one-half, or if hired back on the July 4 holiday, the Halloween holiday, or the New Year's holiday (Eve or Day), a minimum pay guarantee of four (4) hours' pay at two (2) times their regular rate of pay. Supervisory hire back will first be offered to the rank of Sergeant, within the respective shift or unit, before it is offered to other Command ranks.

Section 10.6 Court Pay An employee, who is required to appear for off-duty court appearance or off-duty proceedings, shall receive time and one-half for all hours actually worked, or a minimum guarantee of four (4) hours pay at straight time, whichever is greater, under the following situations:

- (a) Morning Court Call. Employee on afternoon shift, midnight shift, or on a day off;

(b) Afternoon Court Call. Employee on midnight shift, on a day off or on an afternoon shift which begins at or after 4:00 p.m.; and

(c) Afternoon Court Call. If the employee is on an afternoon shift which begins before 4:00 p.m., the court hour minimum shall not be applicable, but the employee shall receive time and one-half pay until the beginning of the shift, even if the court appearance ends before the beginning of the shift.

(d) Off-Duty Proceedings. If required to attend any of the following proceedings in a supervisory capacity while off duty, the employee shall receive a minimum of four (4) hours' pay at straight time, or pay for hours worked at time and one-half, whichever is greater; (a) pre-disciplinary meetings; (b) OPS investigations; and (c) Accident Review Board meetings. An employee shall not be eligible for more than one minimum guarantee *of* four (4) hours per day. In the event it is necessary for an off-duty employee to come to the station in order to obtain evidence for the court appearance, that employee will receive an additional half-hour before and after court for travel time.

Section 10.7 No Pyramiding Overtime shall not be paid twice for the same hours worked.

Section 10.8 Hearings/Investigations This Section shall apply to investigations which do not fall under the qualifications set forth in Section 10.6 of this Agreement. An employee who attends any of the following proceedings during off-duty time shall receive time and one-half pay for time spent in the proceeding, with a minimum of two (2) hours' pay at time and one-half: (a) pre-disciplinary meetings; (b) OPS investigation; and (c) Accident Review Board meeting. There shall be no pay, however, if at the employee's request the proceeding is continued or rescheduled to a later date. Pay under this Section applies only to the employee himself and not to witnesses.

Section 10.9 Shift Assignments Sergeants that are assigned to the midnight shift (1st Watch) shall not be assigned to that shift for more than two consecutive years. Sergeants may request a third year, which may or may not be granted by the Chief of Police or his designee.

Section 10.10 Calculation of Regular Hourly Rate of Pay Effective the first payroll period beginning after June 1, 1996, longevity pay shall be included in an employee's base salary for purposes of determining an employee's regular hourly rate of pay which is used to calculate overtime pay and any other benefits which are based on an employee's regular hourly rate of pay. The practice of paying longevity as a lump sum on June 1 shall be discontinued after the June 1, 1996 payment.

Section 10.11 Cancellation of Days Off When an employee's day off is cancelled for operational needs, the employee will be paid double time for all hours worked.

Section 10.12 Random Drug Testing Policy In addition to the provisions in Section 8.3 above and any General Orders relating to drug and alcohol testing, each member of the bargaining unit shall be included in a department-wide lottery conducted by an outside agency, not more than two (2)

times per year for random drug testing. No more than fifty percent (50%) of the department will be tested in any one (1) year.

ARTICLE 11 INSURANCE

Section 11.1 City Group Life Insurance

(a) The City shall provide each employee with group life insurance in an amount equal to the employee's annual salary, rounded up to the nearest five hundred dollars (\$500) for the term of this Agreement.

(b) An employee who is eligible for group life insurance under subsection (a) of this Section shall have the option to reject additional optional life insurance which may be offered by the City's insurance carrier (under rules of that carrier) so long as the employee pays the entire premium, which may change from time to time. The election and/or continuation of optional insurance is solely an employee's individual decision.

Section 11.2 City Group Health Insurance Plans (Plan design changes normally take effect at the same time as contribution changes). For the term of this Agreement, employees may participate in one of the below medical insurance plan(s) maintained by the City. If the City determines that one of these plans shall no longer be in effect, or if the City adds a new plan, employees shall have the right to switch to another plan on a non-medical basis under rules established by those plans.

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

(b) Health Insurance Contributions made by employees will be based on a percentage of funding premiums that will be set by 10/1 of each year. Increases to union member contributions will be limited to a ten percent (10%) increase. If the total funding premium increases by more than ten percent (10%) in a given year, the union member contribution for the following year will be capped at a ten percent (10%) increase. For all subsequent years union member premiums will continue to increase within the cap in order to “catch up” to the originally agreed upon percentage contribution rates. Employees covered by these plans will contribute the following percentages (%) of total premium cost, which shall be deducted from their employee paychecks:

TIER (Effective 1/1/19)

Employee	10%
Employee + 1 or 2 children	8%
Employee + Spouse/DP	9%
Family	10%

TIER (Effective 1/1/20)

Employee	10%
Employee + 1	9%
Family	10%

TIER (Effective 1/1/21)

<u>HMO</u>		<u>PPO</u>	
Employee	12%	Employee	15%
Employee + 1	10%	Employee + 1	13%
Family	12%	Family	15%

Note: The contribution amounts for the Employee + 1 or 2 children, Employee + Spouse/DP, and Employee + 1 tiers will be calculated as a percentage of the total family premium cost. + 1 is defined as an eligible spouse or dependent child.

(c) An employee who retires during the term of this Agreement and is eligible for an immediate or deferred pension under the Police Pension Fund may elect employee-only or family coverage under the City's Medical Insurance Plan by paying the entire group premium cost, which may increase from time to time. Payment shall be by means of deduction from the pensioner's Police Pension Fund check.

Section 11.3 Terms of Policies to Govern The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 11.4 Opt-out Plan An employee who does not desire City group medical insurance coverage because that employee is covered under a group plan elsewhere may elect to opt out of the City's insurance plan and receive an annual payment of one thousand eight hundred dollars (\$1,800).

Section 11.5 Line of Duty Death In the event an employee with dependent medical coverage is killed in the line of duty, the employee's spouse shall receive dependent medical coverage applicable to other employees covered by this Agreement, which may change from time to time, paid for by the City. The coverage under this Section shall continue until remarriage, until the spouse is eligible for Medicare or until the spouse is covered by the spouse's own group medical insurance plan (i.e., if the spouse is employed), whichever occurs sooner.

Section 11.6 Medical Insurance/Line of Duty Disability In the event an employee is absent from work because of line of duty disability, the City shall pay the entire group medical insurance premium

for the duration of the employee's line of duty disability, but not beyond the date that an employee retires or ceases to be an employee.

Section 11.7 Section 125 Plan The City agrees to maintain a Section 125 Plan for employees' contributions under this Article as long as such Plan continues to be permitted by State and Federal law.

Section 11.8 Dental Plan Employees covered by the City Group Health Insurance Plan described in Section 11.2 shall be eligible to elect coverage under the City dental plan, single or family coverage. The employee shall pay one-hundred percent (100%) of the premium cost for both single and family coverage, which premium may increase from time to time.

Section 11.9 Post-Employment Health Plan The City agrees to establish a post-employment health plan for members of the bargaining unit. Employees agree that each year they will contribute thirty-two (32) hours of accrued sick time and compensatory time, for a total of sixty-four (64) hours of time to the plan by the end of the second pay period of November of each year as the total contribution for said year.

ARTICLE 12 TERMINATION AND LEGALITY CLAUSES

Section 12.1 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, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

Section 12.2 Entire Agreement This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject, whether included in this Agreement or not, for the term of this Agreement, except as otherwise provided by statute.

Section 12.3 Term This Agreement shall be effective January 1, 2019 and shall terminate at 11:59 p.m. on December 31, 2022. Not earlier than September 1, 2022 either the City or the Union may give written notice to the other party by registered or certified mail of its desire to negotiate modifications to this Agreement, said modifications to be effective January 1, 2023, unless mutually agreed otherwise.

Section 12.4 Continuing Effect Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

CITY OF EVANSTON:

Wally Bokkiewicz 2-13-19
Wally Bokkiewicz Date
City Manager

Demitrous Cook 2/13/19
Demitrous Cook Date
Chief of Police

Erika Storlie 2-12-19
Erika Storlie Date
Assistant City Manager

EVANSTON POLICE SERGEANTS
ASSOCIATION:

Dennis Prieto 2/5/19
Dennis Prieto Date
Sergeant

Elizabeth Glynn 2/5/19
Elizabeth Glynn Date
Sergeant

Charlotte Hart 2/6/19
Charlotte Hart Date
Sergeant

Jason Kohl 2/5/19
Jason Kohl Date
Sergeant

Kevin S. Krug 02-06-19
Kevin S. Krug Date
Northern Field Supervisor

MEMORANDA OF UNDERSTANDING

Reduction in Rank Due to Layoffs

The City agrees that if in the future a layoff of a covered member is implemented, the reduced Sergeant, who will be the Sergeant with the least amount of service in the rank, will be placed back in his former position as a Police Officer. The member's pay and longevity step shall be based on if the member would have remained as a Police Officer. If the member's pay is above the top pay of a Police Officer, then the member shall be paid at the highest step in the pay range for Police Officer. If the member's pay is within the pay range for Police Officer, then the member shall be paid the closest pay to his current pay, within the range for Police Officer, which does not result in a pay reduction. Any member returned to a lower rank as a result of a layoff will be first on the list when the next promotional opportunity occurs. This Memorandum of Understanding applies to layoffs only.

Use of Outside Counsel for Bargaining Unit Members

A member of the bargaining unit, who is named as a defendant in any matter before a Federal and/or State Court, may request the use of outside counsel of the member's choosing, providing the member was acting in good faith within the scope of his official duties, which gave rise to the lawsuit. Such a request shall be directed in writing to the City's Corporation Counsel, who will have the final say in whether or not outside counsel is used and if the suggestion made for a particular Attorney by the member is acceptable. The City's Corporation Counsel shall agree upon the amount of compensation that shall be paid to the chosen Attorney and negotiate the terms of the engagement.

Compensatory Time Caps

The Memorandum of Understanding (MOU) is agreed to by and between the parties of City of Evanston (hereinafter also known as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter also known as the "FOP") to address Article X - Hours of Work and Overtime, Section 10.4 Compensatory Time in the Collective Bargaining Agreement January 1, 2019 through December 31, 2022 and continuing between the parties. All other Sections in Article X shall remain as written in the Collective Bargaining Agreement. The parties to the MOU agree to the following understanding of the current practice and utilization of Section 10.4 Compensatory Time and such understanding shall be made part of the Agreement between the parties and continuing on when dealing with the excess balances as denoted on Attachment A as of January 1, 2019. The parties agree (Employer and FOP) that the individuals listed on Attachment A can maintain balances of compensatory time in excess of those specified in Section 10.4 as specifically articulated in Attachment A.

This MOU will be made part of the Collective Bargaining agreement, until December 31, 2022 pertaining to excess balances listed on Attachment A, Compensatory Time Caps, and in accordance with Section 10.4.

Additional Compensatory Time

Within one (1) month of the effective date of this Agreement, the City will deposit sixteen (16) hours into each employee's compensatory time bank as a one-time consideration in 2019. These hours will be used consistent with Section 10.4 above.

Attachment A – Compensatory Caps – Section 10.4

<u>Employee</u>	<u>Max Compensatory Cap</u>
MULLIGAN, GENE	960 hours

CLASS TITLE	Grade	MINIMUM	MIDPOINT	MAXIMUM
Special Projects Assistant	115	\$52,423	\$64,218	\$76,014
Recreation Program Coordinator	116	\$54,258	\$66,466	\$78,674
Emergency Response Coordinator	118	\$58,123	\$71,200	\$84,278
Executive Assistant	118	\$58,123	\$71,200	\$84,278
Health Educator	118	\$58,123	\$71,200	\$84,278
Mayors Assistant	118	\$58,123	\$71,200	\$84,278
Circulation Supervisor	119	\$60,157	\$73,692	\$87,227
Virtual Services Librarian	119	\$60,157	\$73,692	\$87,227
ADA/CIP Project Manager	120	\$62,262	\$76,271	\$90,280
Recreation Services Manager	121	\$64,442	\$78,941	\$93,440
Community Services Manager	121	\$64,442	\$78,941	\$93,440
Librarian II	121	\$64,442	\$78,941	\$93,440
Architect/Project Manager	122	\$66,697	\$81,704	\$96,711
Development Officer	122	\$66,697	\$81,704	\$96,711
Librarian III	122	\$66,697	\$81,704	\$96,711
Management Analyst (Crime)	122	\$66,697	\$81,704	\$96,711
Programmer Analyst	122	\$66,697	\$81,704	\$96,711
Senior Accountant	122	\$66,697	\$81,704	\$96,711
Administrative Librarian	123	\$69,031	\$84,563	\$100,096
Art Design Coordinator	123	\$69,031	\$84,563	\$100,096
Assistant City Attorney I	123	\$69,031	\$84,563	\$100,096
Business Office Coordinator	123	\$69,031	\$84,563	\$100,096
Community Engagement Coord	123	\$69,031	\$84,563	\$100,096
Network Administrator	123	\$69,031	\$84,563	\$100,096
Senior Economic Dev. Coord	123	\$69,031	\$84,563	\$100,096
Senior Services Coordinantor	123	\$69,031	\$84,563	\$100,096
Sr. Management Analyst	123	\$69,031	\$84,563	\$100,096
Web Communications Coordinator	123	\$69,031	\$84,563	\$100,096
311 Supervisor	124	\$71,448	\$87,523	\$103,599
Admin Adjudication Manager	124	\$71,448	\$87,523	\$103,599
Business Manager	124	\$71,448	\$87,523	\$103,599
Assistant City Attorney II	124	\$71,448	\$87,523	\$103,599
Asst Communications Coord	124	\$71,448	\$87,523	\$103,599
ASST. CITY ATTORNEY II	124	\$71,448	\$87,523	\$103,599
Director, Arts Council	124	\$71,448	\$87,523	\$103,599
Facilities Mgmt Supervisor	124	\$71,448	\$87,523	\$103,599
Intergovernmental Affairs Coor	124	\$71,448	\$87,523	\$103,599
Parking Facilities Supervisor	124	\$71,448	\$87,523	\$103,599
Recreation Manager	124	\$71,448	\$87,523	\$103,599
Robert Crown Manager	124	\$71,448	\$87,523	\$103,599
Safety & Workers Comp. Mgr.	124	\$71,448	\$87,523	\$103,599
Supervisor, Sports/Rec Maint	124	\$71,448	\$87,523	\$103,599
Sustainable Programs Coord.	124	\$71,448	\$87,523	\$103,599
Tech Support Supervisor	124	\$71,448	\$87,523	\$103,599
Network Supervisor	124	\$71,448	\$87,523	\$103,599

Traffic Operations Manager	124	\$71,448	\$87,523	\$103,599
Accounting Manager	125	\$75,935	\$93,020	\$110,105
Administrative Supervisor	125	\$75,935	\$93,020	\$110,105
Arborist	125	\$75,935	\$93,020	\$110,105
Assist. Superintendent P/F Fac Man	125	\$75,935	\$93,020	\$110,105
Building Supervisor	125	\$75,935	\$93,020	\$110,105
Cit. Engagement Div. Manager	125	\$75,935	\$93,020	\$110,105
Housing & Grant Administrator	125	\$75,935	\$93,020	\$110,105
Payroll/Pension Manager	125	\$75,935	\$93,020	\$110,105
Purchasing Manager	125	\$75,935	\$93,020	\$110,105
Specials Facilities Supervisor	125	\$75,935	\$93,020	\$110,105
Sanitation Supervisor	125	\$75,935	\$93,020	\$110,105
Streets Supervisor	125	\$75,935	\$93,020	\$110,105
Dir, Police Records Bureau	126	\$78,592	\$96,276	\$113,959
Project Management Supervisor	126	\$78,592	\$96,276	\$113,959
Assistant Director, Planning	127	\$81,343	\$99,645	\$117,947
Assistant Health Director	127	\$81,343	\$99,645	\$117,947
Bld./Insp. Serv. Div. Manager	127	\$81,343	\$99,645	\$117,947
Economic Development Manager	127	\$81,343	\$99,645	\$117,947
Sanitation Supervisor	127	\$81,343	\$99,645	\$117,947
Sewer Supervisor	127	\$81,343	\$99,645	\$117,947
Streets Supervisor	127	\$81,343	\$99,645	\$117,947
Water Distribution Supervisor	127	\$81,343	\$99,645	\$117,947
Senior Traffic Engineer	128	\$84,190	\$103,133	\$122,075
Service Desk Supervisor	128	\$84,190	\$103,133	\$122,075
Water Maintenance Supervisor	128	\$84,190	\$103,133	\$122,075
Communications Coordinator	129	\$87,137	\$106,742	\$126,348
Fleet Services Manager	129	\$87,137	\$106,742	\$126,348
Parking/Revenue Manager	129	\$87,137	\$106,742	\$126,348
Division Chief, Distribution	130	\$90,186	\$110,478	\$130,770
Division Chief, Filtration	130	\$90,186	\$110,478	\$130,770
Division Chief, Pumping	130	\$90,186	\$110,478	\$130,770
Maint & Ops Chief - Streets/Env Services	130	\$90,186	\$110,478	\$130,770
Maint & Ops chief - Streets/Env Services	130	\$90,186	\$110,478	\$130,770
Senior Engineer	130	\$90,186	\$110,478	\$130,770
Police Commander	131	\$93,343	\$114,345	\$135,347
Administrative Services Mgr. - Lib	128	\$84,190	\$103,133	\$122,075
Deputy City Manager	132	\$96,610	\$118,347	\$140,084
Division Chief, Fire	132	\$96,610	\$118,347	\$140,084
Finance Division Manager	132	\$96,610	\$118,347	\$140,084
Human Resources Division Mgr.	132	\$96,610	\$118,347	\$140,084
IT Division Manager	132	\$96,610	\$118,347	\$140,084
Asst. Dir of PW - Forestry	132	\$96,610	\$118,347	\$140,084
Asst Dir of Parks Recreation	132	\$96,610	\$118,347	\$140,084
Asst Dir of Community Services	132	\$96,610	\$118,347	\$140,084
Supt.of Construction&Field Svc	132	\$96,610	\$118,347	\$140,084
Water ProductionSuperintendent	132	\$96,610	\$118,347	\$140,084

Asst Dir of PW - Eng & Infrastructure	133	\$99,991	\$122,489	\$144,987
Asst. Dir of PW - Operations and Facilities	133	\$96,610	\$118,347	\$140,084
Deputy Chief	134	\$103,491	\$126,776	\$150,062
Director of Utilities	137	\$114,742	\$140,559	\$166,376
Director, Comm Development	137	\$114,742	\$140,559	\$166,376
Director, Health & Human Svcs	137	\$114,742	\$140,559	\$166,376
Director, Library	137	\$114,742	\$140,559	\$166,376
Director, Parks/Forestry & Rec	137	\$114,742	\$140,559	\$166,376
Director, Public Works	137	\$114,742	\$140,559	\$166,376
Fire Chief	137	\$114,742	\$140,559	\$166,376
Chief of Police	138	\$118,758	\$145,479	\$172,200
City Attorney	139	\$122,915	\$150,571	\$178,227
Assistant City Manager/CFO	ACM	\$127,210	\$156,839	\$186,469

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State	County
Select State ▼	Select County ▼

- City of Metropolis – Board of Commisioners
- City of Metropolis Purchasing
- Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.
Add additional government agencies below for \$25 per County,
Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now



SIGN UP

Visit www.demandstar.com





DEMANDSTAR

B u i l d i n g C o m m u n i t i e s .

(E-bidding) Electronic Bidding Instructions

Introduction

To submit a bid electronically (e-bidding) on DemandStar

- The project **MUST** be setup for e-bidding by the government agency advertising the opportunity

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching "Backpack" Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



How to check if it is an e-bidding opportunity

- Not all opportunities posted on DemandStar by government are available for e-bidding
- Those that are available for you to electronically bid will list "e-bidding" as an available "ACTION" when you look at the project details

In order to do
e-bidding

1. Click on “E-bidding” in
the actions column

Bid Identifier	Agency Name	Bid Status	Broadcast Date	Date Due ▼	Name	Actions
RFP-2019-01-0-2019/df	Town of Malabar	Active	5/15/2019	5/31/2019	Malabar Parks and Recreation Board Memorial Wall Project	Planholders, Download/Order, Details
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpa Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	E-Bidding, Planholders, Download/Order, Details



In order to do
e-bidding

2. Enter your contact information and enter in all required fields

Note: You **MUST** put a number of the “BID AMOUNT” box. However, that number can be 0 so as to allow for a more detailed description of your bid through your uploaded documents.

Contact Information

**indicates required fields*

Company Name *

Address 1 *

Address 2

City *


State *

Postal Code *

Phone *

Fax

Country *

 Bid Amount *

Alternate Bid Amount

Notes

In order to do e-bidding

- In the agency required documents section – check the documents you intend on uploading and fulfilling. By checking these boxes this is **ONLY** an acknowledgement of how you will fulfill the requirement. You still have to upload the documents.

Required Documents



The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online) and which ones you will submit directly to the agency (offline).

Agency Required Documents

Document	None	Online/ Electronic	Offline/ Manual	Not submitting
-				
Bid Reply	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Checklist	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Subcontractor List	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Current Workload, List of Projects and Completion Dates	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Questionnaire	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Drug Free Workplace Form	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

In order to do e-bidding

Upload your response documents in an accepted file format

Make sure that you have covered and uploaded all the required documents

E-Bid Response Documents

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20190077-0-2019/HF
Bid Name	Purchase Breaching "Backpack" Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded
Bid Due Date	5/31/2019 3:00:00 PM Eastern time
Bid Opening	14 days, 21 hours, 45 minutes, 5 seconds

No response documents uploaded

Agency Accepted File Formats



Formats

Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

** indicates required fields*



Document Title *

Specify Upload Document *

Choose File No file chosen

(Type the path of the document, or click the Browse button.)


Upload

In order to do e-bidding

Once you decide you've uploaded all your documents that you would like to submit, make sure you click the **NEXT** button at the bottom of the screen

E-Bid Response Documents

Agency Name City of Port St. Lucie, Procurement Management Department
Bid Number EBID-20180218-0-2018/jer
Bid Name Sculpture on Lawn at City Hall Temporary Art Installation
Bid Due Date 1/9/2019 2:00:00 PM Eastern time
Bid Opening 100 days, 1 hour, 20 minutes, 11 seconds

	Document Title	Format	Size	Uploaded	Status	Action
1	 E-Bidding for Suppliers	Microsoft Word	12 Kb	10/1/2018 9:39:50 AM	Complete	View , Remove

Agency Accepted File Formats

Formats
Adobe Acrobat (*.PDF)
Microsoft Excel (*.XLS)
Microsoft Excel (*.XLSX)
Microsoft PowerPoint (*.PPT)
Microsoft Word (*.DOC)
Microsoft Word (*.DOCX)

Upload Electronic Documents

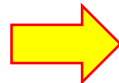
* indicates required fields

Document Title *

Specify Upload Document *

(Type the path of the document, or click the Browse button.)

Your document has successfully uploaded but your response is not yet complete. You must still click 'Submit Response' on Bid Response Details page in order to complete your response and receive a confirmation



Completing your e-bid submittal

- Please **VERIFY** that you have attached **ALL** the required documents
- Click on the **Submit Response** button to complete your e-bid

Agency Required Documents

EDIT

1. **Bid Reply** (Electronic/Online) ✓
2. **Checklist** (Electronic/Online) ✓
3. **Subcontractor List** (Electronic/Online) ✓
4. **Current Workload, List of Projects and Completion Dates** (Electronic/Online) ✓
5. **Questionnaire** (Electronic/Online) ✓
6. **Drug Free Workplace Form** (Electronic/Online) ✓
7. **Current Certificate of Insurance** (Electronic/Online) ✓
8. **License/Certification to do Described Work** (Electronic/Online) ✓
9. **Reference Check Form** (Electronic/Online) ✓
10. **E-Bid Reply Excel Spreadsheet** (Electronic/Online) ✓
11. **E-Bid Bond** (Electronic/Online) ✓
12. **Vendor Code of Ethics** (Electronic/Online) ✓
13. **W-9 form** (Electronic/Online) ✓

Uploaded Documents

EDIT

1. test document upload to ensure e-bidding active

E-Bid Confirmation

After clicking "Submit Response" the following process will begin:

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.
- You may track your response submission under the View Responses page.

If you do not receive any of the above, please call Supplier Services at (206) 940-0305.

<< Return

Submit Response

Confirmation of Response

- When you complete you will receive a confirmation
- This is a confirmation that what you uploaded will be visible to the agency when the bid closes, **this is not** a confirmation that all your documents were fill out or submitted correctly

E-Bid Response Details

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number EBID-20180218-0-2018/er

Bid Name **Sculpture on Lawn at City Hall Temporary Art Installation**

Bid Due Date 1/9/2019 2:00:00 PM Eastern time

Bid Opening 100 days, 1 hour, 6 minutes, 46 seconds

Response # 15104

Results Your bid response is submitted.

<< Return

Post Submission Edits

If you feel like you missed something or need to make a change you can go back to your submittal response and edit your e-bid. By clicking on “DETAILS” then “EDIT” the section you wish

Bid Identifier	Agency Name	Bid Status	Broadcast	Date Due ▼	Name	Status	Actions
EBID-20190077-0-2019/HF	City of Port St. Lucie, Procurement Management Department	Active	4/25/2019	5/31/2019	Purchase Breaching “Backpack” Kits, Gas Masks and Gas Mask Cartridges for the Police Department JAG Grant Funded	Incomplete	Details, Bid, History

Contact Information

EDIT

Company Name Sample DBE Company
Address 1 509 Olive Way
Address 2
City Seattle
State Washington
Postal Code 98101
Phone 2063739233
Fax 2063739233
Country United States of America
Bid Amount \$0.00
Alternate Bid Amount
Notes



Agency Required Documents

EDIT

1. Bid Reply (Electronic/Online) ✓



DemandStar E-Bidding: Frequently Asked Questions

- Do suppliers need to be registered with DemandStar to participate in e-bidding?
Yes. But if they don't already have an account with DemandStar, they can sign up and either
 - Be a subscriber for only your agency, at no charge, and be able to download documents at no charge and then receive notifications that match their commodity codes
 - Be a "basic supplier" for free - who researches on our platform and then pays \$5 to download all documents, thus becoming a plan holder
 - Be a paid subscriber for a county, state, national and receive notifications from all included agencies
- Can suppliers respond with document uploads or do they simply fill in forms?
Yes, they may respond with document uploads that are available to you via the DemandStar platform.
- What type of E-Bidding Documents can be uploaded?
Acceptable file formats for sending back documents that the city will accept:

E-Bidding Documents

Document Types	Bidding Documents - Exhibits Pricing Bid Bond
File Formats	Adobe Acrobat (*.PDF) Microsoft Excel (*.XLS) Microsoft Excel (*.XLSX) Microsoft PowerPoint (*.PPTX) Microsoft PowerPoint (*.PPT) ZIP Compressed Archive (*.ZIP)

- Is there a maximum file size that I can upload?
Vendors can simply upload a single file or multiple documents as long as it doesn't exceed 100 MBs (single or multiple files)
- After a bid opening, what document(s) are made public by DemandStar?
None. Only the agency can see the vendor responses so you are the only ones who will determine what you want to download and make public.
- Who do I call if I have questions or problems with the DemandStar?
The City strongly encourages each respondent to setup their account and to explore the eBidding module at least a couple of days before the bid due date.

If you have questions or issues creating your account, accessing the eBidding module or submitting your bid prior to the bid due date, please contact DemandStar at 866.273.1863 or by email at hello@demandstar.com.
