



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EVANSTON and AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO for and on behalf of
EVANSTON CITY EMPLOYEES UNION Local 1891**

This MEMORANDUM OF UNDERSTANDING (“MOU”), dated this 12th day of November, 2021, is made and entered into by and between CITY OF EVANSTON (the “City”), a home rule municipality, and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO for and on behalf of EVANSTON CITY EMPLOYEES UNION Local 1891 (hereinafter referred to as the “Union”). The City and the Union collectively, are referred to as the “Parties.”

RECITALS

WHEREAS, on September 9, 2021, President Joe Biden issued a COVID-19 Action Plan, requiring all employers with 100+ employees to ensure their workers are vaccinated or tested weekly; and

WHEREAS, the City employs over 800 people; and

WHEREAS, on October 18, 2021, the City issued a policy applicable to all City employees, requiring employees to either be vaccinated or show proof of a negative test on a weekly basis (the “Policy”); and

WHEREAS, the Parties met and negotiated in good faith the implementation and impact of the City’s vaccination policy; and

WHEREAS, the Parties agree that executing this Memorandum of Understanding is in the best interest of the City and Union membership.

NOW, THEREFORE, in consideration of the foregoing Recitals, which is hereby incorporated in and made a part of this Memorandum of Understanding (“MOU”) as if fully set forth below, the mutual agreement of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Mandatory Vaccination Policy. The Union agrees to comply with the City's Policy, the terms and conditions of which are incorporated herein, subject to the terms and conditions of this MOU.

2. Testing. Union members shall get tested during their shift. Testing on shift is subject to approval of a supervisor or the Deputy Chief of Operations and shall not negatively impact operations of the City. Members unable to test during their shift due to an unavailability of testing options (i.e. testing sites are closed) may obtain a test off-shift. In such circumstances, the member will be compensated thirty (30) minutes of time for the purposes of obtaining a test.

3. Vaccination. Union members not yet vaccinated are eligible for one (1) day of paid COVID admin leave the day immediately following vaccination in the event that the member experiences documented side effects including fatigue, headache, muscle or joint pain, and chills. Members are eligible for paid COVID admin leave for each shot necessary to obtain full vaccination status (two (2) shots for Pfizer and Moderna; one (1) for Johnson & Johnson). "Booster" shots are not contemplated by this MOU.

Union members not yet vaccinated may obtain their vaccine on their own time in accordance with City Policy; however, a member may elect to obtain the appropriate dose of the initial vaccine (i.e. not a "booster" shot) during their shift, subject to the approval of a supervisor. Obtaining the appropriate dose of the initial vaccine shall not negatively impact operations of the City.

4. Term. This MOU is subject to Federal and State law and may change accordingly. The MOU is valid and effective through the termination date of the Contract between the Parties dated January 1, 2019 and effective through December 31, 2022.

The effective date of this MOU is the date of the signature last affixed to this page.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

UNION:

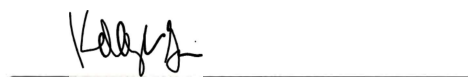
AFSCME COUNCIL 31


 Daniel A. Kwiscinski
 Daniel J. Cullen

Its: _____

CITY:

CITY OF EVANSTON, a municipal corporation in the State of Illinois



Kelley A. Gandurski, Interim City Manager

Dated: 11/12/21

Dated: 11 / 12 / 2021

MEMORANDUM OF UNDERSTANDING

The City of Evanston (“the City”) and the Evanston Firefighters Association, IAFF Local 742 (“Local 742”), hereby state and agree as follows:

WHEREAS, on September 3, 2021, Illinois Governor J.B. Pritzker released Executive Order 2021-22 (COVID-19 Executive Order #88 Vaccination Requirements for Healthcare Workers) requiring all EMS personnel to either be fully vaccinated against COVID-19 or undergo periodic testing for COVID-19; and

WHEREAS, on September 9, 2021, President Joe Biden issued his COVID-19 Action Plan, requiring all employers with 100+ employees to ensure their workers are vaccinated or tested weekly; and

WHEREAS, the City is obligated to comply with these unfunded mandates; and

WHEREAS, the parties agree that the impact of implementing a vaccine and testing policy as a condition of employment is a mandatory subject of bargaining.

NOW, THEREFORE, the parties mutually agree to the following:

In order to comply with Executive Order 2021-22 (COVID-19 Executive Order No. 88) and the COVID-19 Action Plan, all sworn members of the Evanston Fire Department shall adhere to the following policy:

MANDATORY VACCINES

The parties agree to implement and follow a “soft” vaccine mandate. Members of Local 742 must obtain a COVID-19 vaccination, or in lieu of vaccination, be subjected to weekly COVID-19 testing. Members who voluntarily elect vaccination must obtain, at a minimum, the first dose of a two-dose COVID-19 vaccine series (Moderna/Pfizer) or a single-dose COVID-19 vaccine (Johnson & Johnson) by November 15, 2021 and the second dose of a two-dose COVID-19 vaccine series within 30 days thereafter. Members shall be considered fully vaccinated two (2) weeks after completing the 2nd dose series of the Moderna or Pfizer vaccines or two (2) weeks after receiving the single-dose Johnson & Johnson vaccine. Proof of COVID-19 vaccination shall be submitted to the Deputy Chief of Operations, or his designee, and met by providing one (1) of the following:

- A CDC COVID-19 vaccination record card or photograph of the card,
- Documentation of vaccination from a health care provider or electronic health record, or
- State immunization record

Vaccinations shall be provided at no cost to members of Local 742. Scheduling of vaccinations shall be coordinated through the D/C of Emergency Management/Logistics in coordination with the City's Department of Health and Human Services.

Vaccinated members shall be required to receive an FDA-approved booster shot for their specific vaccine (i.e., Pfizer, Moderna, J&J) as offered by the latest CDC recommendations and as approved by the City's Department of Health and Human Services in coordination with the D/C of Emergency Management/Logistics. Booster shots shall be made available to members and coordinated in the same manner as vaccines. Should a member choose to refuse a booster shot, such member will be considered unvaccinated and will be subject to the testing requirements prescribed within this MOU.

Members identified by Health and Human Services (HHS) staff to have been exposed to COVID-19 in the workplace and required to follow the quarantine and isolation instructions given shall be designated as "Covid Administrative Leave". Any employee who upon receiving the vaccine and/or booster dose of the vaccine who experiences known side effects including fatigue, headache, muscle or joint pain and chills the calendar day immediately following the booster vaccination may utilize one day leave designated as "Covid Administrative Leave".

TESTING

In an effort to promote the highest level of workplace safety, accountability and peace of mind for the entire Fire Department, all members of Local 742 shall be subjected to weekly COVID-19 testing. COVID-19 testing requirements will be as follows:

- Testing shall be made available to members on-duty and at no cost to the employee. The Deputy Chief of Operations and the on-duty Shift Chief shall coordinate the rotation of companies and individual members to be tested at Evanston Hospital or any other mutually agreed upon testing site.
- Testing shall be administered via a PCR test, or any other test that either has Emergency Use Authorization by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
- Testing will be completed on Thursday, Friday and Saturday each week or any other mutually agreed upon weekly timeframe. Members must submit their test results to the Deputy Chief of Operations prior to their next regularly scheduled work day, or if results are not available by then, no later than one week after their initial test.
- Members will not be required to submit a negative test result while on any leave during which the member is not required to report to work, but will resume weekly COVID-19 testing upon return to work.

- *Any vaccinated member of Local 742 shall be allowed to waive mandatory testing requirements by submitting in writing to the Deputy Chief of Operations their conscientious objection to mandatory weekly COVID-19 testing.

NONCOMPLIANCE

If a member does not comply with the vaccine and testing requirements stated above, notwithstanding supply chain issues, the member must use his/her own banked vacation, compensatory time and/or floating holiday time per CBA rules until a negative test result is presented to the Deputy Chief of Operations. In the event an employee has exhausted all of the aforementioned benefit time, he/she will be placed on unpaid leave and will be subject to discipline. The use of emergency time trades may be granted at the discretion of the Fire Chief, for extenuating or emergency circumstances.

SUPPLY CHAIN ISSUES

The City acknowledges that Executive Order 2021-22 (COVID-19 Executive Order No. 88) and/or the COVID-19 Action Plan may cause supply chain issues, shortage of readily available tests, delayed test results, etc. If members are unable to comply with this policy due to legitimate supply chain issues outside of their control, the City shall retain the option to either temporarily suspend this agreement or place all unvaccinated members on paid administrative leave until such issues are remedied.

DURATION AND SEVERABILITY

This agreement will remain in effect until Executive Order 2021-22, or its successor(s) expire. Should any section or clause of the agreement be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this agreement shall remain in effect. In the event that the Executive Order is still in effect by March 1, 2022, both parties mutually agree to review and revise the terms of this agreement as necessary. Either party may request in writing to convene a L/M meeting, and both parties shall meet promptly, to address any logistical or unforeseen issues as they arise or as governmental entities provide updated guidance directly impacting COVID-19 vaccines and mandates.

COVID-19 POLICY AND EXPOSURE GUIDANCE

The Evanston Fire Department standing General Order for COVID-19 (21-GO-21, updated 8/3/21) shall remain in effect until March 1, 2022, unless by mutual agreement of both parties.

On June 8, 2020, Governor Pritzker signed HB 2455 into law, adding a new subsection to the Workers' Occupational Diseases Act (820 ILCS 310/1) providing for a rebuttable presumption for first responders and frontline workers relating to exposure to and contraction of COVID-19. This rebuttable presumption expired on June 30, 2021. Should the Illinois General Assembly, or Governor Pritzker by direct Executive Order, decide to renew the rebuttable presumption on both a retroactive and going-forward basis, the City agrees to recognize all Workers' Compensation claims properly submitted by members of Local 742 upon completion of a full investigation.

TERMS

This agreement may be modified by mutual agreement of the parties. The party seeking to modify must notify the other party in writing. At no time shall this agreement be used, or cited, for precedential purposes. It is understood that this agreement is in response to a national healthcare crisis and is subject to any changes in federal and/or state law or regulation. Neither party agrees to a permanent or precedent setting waiver of a contractual, and/or legal, right or obligation.

All provisions of the parties' current Collective Bargaining Agreement shall remain in full force and effect.

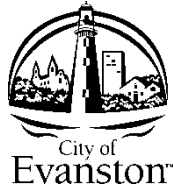
Agreed to this day, 9TH of November, 2021

For the City

For the Union



PRESIDENT



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EVANSTON and ILLINOIS FOP and CITY OF EVANSTON Patrol
Officers, Telecommunicators, Service Desk Officers, Towing Coordinator**

This MEMORANDUM OF UNDERSTANDING (“MOU”), dated this ____ day of _____ 2021, is made and entered into by and between CITY OF EVANSTON (the “City”), a home rule municipality, and ILLINOIS FRATERNAL ORDER OF POLICE, (hereinafter referred to as the “Union”). The City and the Union collectively, are referred to as the “Parties.”

R E C I T A L S

WHEREAS, on September 9, 2021, President Joe Biden issued a COVID-19 Action Plan, requiring all employers with 100+ employees to ensure their workers are vaccinated or tested weekly; and

WHEREAS, the City employs over 800 people; and

WHEREAS, on October 18, 2021, the City issued a policy applicable to all City employees, requiring employees to either be vaccinated or show proof of a negative test on a weekly basis (the “Policy”); and

WHEREAS, the Parties met and negotiated in good faith the implementation and impact of the City’s vaccination policy; and

WHEREAS, the Parties agree that executing this Memorandum of Understanding is in the best interest of the City and Union membership.

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1. Mandatory Vaccination Policy. The Union agrees to comply with the City’s Policy, the terms and conditions of which are incorporated herein, subject to the terms and conditions of this MOU.

K. Kelly

2. Testing. Union members shall be tested during their shift. Testing on shift is subject to approval of a supervisor or the Division Deputy Chief and shall not negatively impact operations of the City.

3. Vaccination. Union members not yet vaccinated are eligible for one (1) day of paid COVID admin leave the day immediately following vaccination in the event that the member experiences documented side effects including fatigue, headache, muscle or joint pain, and chills. Members are eligible for paid COVID admin leave for each shot necessary to obtain full vaccination status (two (2) shots for Pfizer and Moderna; one (1) for Johnson & Johnson). "Booster" shots are not contemplated by this MOU.

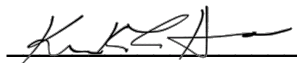
4. Term. This MOU is subject to Federal and State law and may change accordingly. The MOU is valid and effective through the termination date of the Contract between the Parties dated January 1, 2019 and effective through December 31, 2022.

The effective date of this MOU is the date of the signature last affixed to this page.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

LABOR COUNCIL:

ILLINOIS FRATERNAL ORDER OF POLICE




Its: _____
11/4/2021

Dated: _____

CITY:

CITY OF EVANSTON, a municipal corporation in the State of Illinois



Kelley A. Gandurski, Interim City Manager

Dated: 11 / 05 / 2021



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF EVANSTON and ILLINOIS FOP and CITY OF EVANSTON
SERGEANTS-**

This MEMORANDUM OF UNDERSTANDING ("MOU"), dated this ____ day of _____ 2021, is made and entered into by and between CITY OF EVANSTON (the "City"), a home rule municipality, and ILLINOIS FRATERNAL ORDER OF POLICE, (hereinafter referred to as the "Union"). The City and the Union collectively, are referred to as the "Parties."

RECITALS

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1. Mandatory Vaccination Policy. The Union agrees to comply with the City's Policy, the terms and conditions of which are incorporated herein, subject to the terms and conditions of this MOU.

2. Testing. Union members will during their shift and testing will be provided by the City. Testing on shift is subject to approval of a supervisor or the Deputy Chief of Operations and shall not negatively impact operations of the City, and such approval will not be unreasonable denied.
3. Vaccination. Union members not yet vaccinated are eligible for one (1) day of paid COVID admin leave the day immediately following vaccination in the event that the member experiences documented side effects including fatigue, headache, muscle or joint pain, and chills. Members are eligible for paid COVID admin leave for each shot necessary to obtain full vaccination status (two (2) shots for Pfizer and Moderna; one (1) for Johnson & Johnson). "Booster" shots are not contemplated by this MOU.
4. Term. This MOU is subject to Federal and State law and may change accordingly. The MOU is valid and effective through the termination date of the Contract between the Parties dated January 1, 2019, and effective through December 31, 2022.
5. This MOU doesn't infringe on any statutory rights of covered members and nothing in this MOU is intended to prohibit the legitimate exercise of an individual's rights and may not be cited as precedent or referenced.

The effective date of this MOU is the date of the signature last affixed to this page.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

Illinois Fraternal Order of Police
Labor Council

Kevin S. Krug 11-16-21
Kevin S. Krug Date
Northern Field Supervisor

C. Hart 11/16/21
Charlotte Hart Date
Sergeant

Anthony Correa 11-16-21
Anthony Correa Date
Sergeant

Chelsea Brown 11/16/21
Chelsea Brown Date
Sergeant

City of Evanston, a Municipal
Corporation in the State of Illinois

Kelly A. Gandurski 11 / 16 / 2021
Kelly A. Gandurski Date
Interim City Manager

Stephanie Mendoza 11 / 16 / 2021
Stephanie Mendoza Date
City Clerk

City Seal: