

Passed:  
Signed:

**RESOLUTION NO. 2014-09-049R**

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH AMERICAN  
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, COUNCIL 31, LOCAL 1331  
(Term of July 1, 2013, through June 30, 2016)**

**WHEREAS**, the duly authorized representatives of the City of Urbana in good faith have negotiated a three-year collective bargaining agreement ("Agreement") with the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 ("AFSCME"), concerning wages, hours, terms, and other conditions of employment for the term of July 1, 2013, through June 30, 2016; and

**WHEREAS**, the Agreement has been lawfully and properly ratified by the membership of AFSCME; and

**WHEREAS**, the City Council finds that the best interests of the City are served by executing the Agreement;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The collective bargaining agreement between the City of Urbana and AFSCME, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to, said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

The City Clerk shall transmit a certified copy of this Resolution to Jason Scott, President, AFSCME Local 1331.

Section 4.

The City Council authorizes disbursement of all necessary retroactive pay as provided in the collective bargaining agreement.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**AGREEMENT BETWEEN**  
**THE CITY OF URBANA, ILLINOIS**  
**AND**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES,**  
**AFL-CIO, COUNCIL 31, LOCAL 1331**  
**FOR THE TERM BEGINNING**

| **JULY 1, ~~2011~~2013**

**THROUGH**

| **JUNE 30, ~~2013~~2016**

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## **AGREEMENT**

This Agreement has been made and entered into by and between the City of Urbana, Illinois (hereinafter referred to as the "Employer"), and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 1331, (hereinafter referred to as the "Union").

## **PREAMBLE**

The Employer has endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to the functions and obligations of the Employer to retain the right to operate the Employer effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the Employer and its residents; it being the intent of the parties to promote fair relations between the Employer and the Union, and to establish a procedure for the peaceful resolution of grievances, rates of pay, and other terms and conditions of employment; the Union being the recognized representative for the unit set forth in Article I of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE I - RECOGNITION AND REPRESENTATION**

### **Section 1.1**

The employer recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time employees and all non-uniformed permanent, full-time, non-supervisory employees in the Police Department. Excluded from recognition are all management, supervisory, and appointed personnel together with all probationary personnel during the first three months in those departments, including but not limited to the Director and Assistant to the Director of Public Works, the City Arborist, the Arbor Designer, the Buildings, Parking, Operations, and Fleet Managers of the Public Works Department, and Public Works Supervisors, Police Department Records Supervisor, employees of the City Clerk's Office, the Secretaries to all Department and Division Heads (limited to one [1] each), Senior Account Clerks, Engineering Technicians, and all employees included in other recognized bargaining units.

**Section 1.2 Non-Discrimination.**

**(a) Prohibition Against Discrimination**

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, gender, sexual orientation, religion, color, marital, age, national origin, veteran status, disability, political affiliation and/or beliefs.

**(b) Union Membership and Activity**

No employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of Union membership or non-membership, or activities on behalf of the Union.

**ARTICLE II - DEDUCTION OF UNION DUES**

**Section 2.1 Checkoff.**

Upon receipt of a signed authorization from an employee as provided for in Appendix "A", the Employer agrees to deduct from such employee's pay uniform Union dues. The Union will notify the Employer in writing of the amount of the uniform dues to be deducted annually. Deduction shall be made on each payday and shall be remitted, together with an itemized statement, to the Treasurer of the Union or his/her authorized designee by the 15th day of the month following the month in which the deduction is made.

**Section 2.2 Fair Share.**

Commencing July 1, 1993, any employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. Any employee hired on or after July 1, 1993 who has not made application for membership shall, on or after the sixtieth (60th) day following his/her date of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall not exceed the uniform monthly dues and/or assessment(s) paid by a member of the Union, less that portion of said dues and assessment(s) which are or may be used for political purposes.

The Union agrees to comply with the requirements set forth in Chicago Teachers Union vs. Hudson, 106 U.S. 1066 (1986) with respect to the constitutional rights of fair share fee payoffs, including giving timely notice of the fee and an explanation of

the basis therefor, an audited breakdown of the major categories of expenses, placing any disputed amounts in escrow pending resolution of any objections, and advising the fair share fee payors of the dispute resolution procedure for such objections. The parties agree that all such objections shall be consolidated for purposes of adjudication and the procedures and offices of the Illinois State Labor Relations Board shall be utilized for dispute resolution.

**Section 2.3 Payroll Deduction of Union Dues or Fair Share Fee.**

During the term of this Agreement, the employer agrees to make a payroll deduction each payday for fair share fee, in the amount certified to be current by the Treasurer of the Union, from the pay of those fair share employees covered by this Agreement. The total amount of the fair share deductions shall be remitted along with the dues deductions as set forth in Section 2.1 above.

**Section 2.4 Involuntary Deductions.**

In the event that an employee fails to voluntarily sign a check-off authorization, or if an employee who has previously signed an authorization objects to a specific deduction or assessment, the Employer shall make an involuntary deduction from the wages of the employee in the amount previously certified to the employer by the Treasurer of the Union and forward such sums to the Union by the fifteenth (15th) day of the month following the month in which such deductions are made.

**Section 2.5 Objections on Religious Grounds.**

The obligation to pay a fair share fee to the Union shall not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment in behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Union. If the employee and the Union are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

**Section 2.6 Objections on Other Grounds.**

Any non-member making a fair share payment may object to the amount of his/her fair share payments on the grounds that all or part of such payments have been expended by the Union for political activities or causes or for activities or causes making ideological issues not germane to the collective bargaining process or contract administration. Any such

employee with any such objection shall process his/her objection in accordance with the procedure set forth in Appendix "F", attached hereto and made a part of this Agreement.

**Section 2.7 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.

**Section 2.8 Deduction of Dues. - "People" Program**

Upon receiving proper written and signed requests from employees for voluntary payroll deductions, the employer agrees to deduct from such employees' pay and remit to the Union, as per Section 2.1, an employee deduction of no less than \$2.00 per pay period for the "P.E.O.P.L.E" Program. Employees who participate in this program must do so for at least twelve (12) months and in the same dollar amount for that period.

**Section 2.9 Welfare to Work.**

The Union will be notified at least 45 days in advance whenever the Employer intends to use welfare recipients or welfare to work participants. Such notice shall include the number of individuals involved, their work locations and hours of work, the nature of their work and a summary of the type of tasks to be performed.

**ARTICLE III - MANAGEMENT RIGHTS**

**Section 3.1 Management Rights.**

It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Employer in all of its various aspects. Among the rights retained by the Employer are the Employer's right to direct the working forces; to establish the qualifications of employment and to employ employees; to plan, direct and control all the operations and services of the Employer; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and the number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; 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 IV - NO STRIKE AND NO LOCKOUT

### Section 4.1 No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption of the operations of the Employer, 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 Employer.

### Section 4.2 No Lockout.

The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## ARTICLE V - GRIEVANCE PROCEDURE

### Section 5.1 Definitions.

(a) A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee covered by this Agreement regarding the application, meaning, or interpretation of this Agreement or arising out of other circumstances or conditions of employment.

(b) **Disputes Not Subject to Arbitration.** Disputes or differences of opinion raised by the Union or by an employee which involve matters other than the meaning, interpretation or application of the express provisions of this Agreement may be processed in Accordance with Section 5.2 and 5.3 below. Such disputes shall not, however, be subject to arbitration (Section 5.4).

### Section 5.2 Time Limit for Filing.

(a) No grievance shall be entertained or processed unless it is submitted within ~~seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) ten (10)~~ business days after the Union or the employee, through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance; or within ~~five (5) ten (10)~~ business days after the Employer's action in the case of a disciplinary suspension, discharge, or layoff from work.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered withdrawn.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the Employer and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Mondays through Fridays inclusive, excluding holidays, when employees covered by this Agreement are scheduled to work.

(b) Grievances may be withdrawn at any Step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

(c) The time limits at any Step or for any hearing may be extended by mutual agreement of the parties involved at that particular Step.

**Section 5.3 Procedure.**

A grievance shall be processed in the following manner:

Step 1. An employee, with or without his/her steward (or in the steward's absence, his/her designated alternate), who has a grievance shall submit it to his/her immediate non-union supervisor, in writing on the approved grievance form. No adjustment shall be reached without the steward that may be inconsistent with this Agreement. The supervisor shall give his/her written answer in the appropriate place on the form within ~~three (3)~~five (5) business days after such presentation.

Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the employee's Department Head or his/her designated representative within five (5) business days after the Employer's answer in Step 1, and shall be signed on the same approved grievance form used in Step 1, by both the employee and the Union Steward. The appropriate Department Head or his/her representative shall discuss the grievance within five (5) business days with the Union Steward at a time mutually agreeable to the parties. The appropriate Department Head or his/her representative shall give the Employer's written answer to the Union within three (3) business days following their meeting.

Step 3. If the grievance is not settled in Step 2, and the Union desires to appeal, it shall be referred by the Union in writing on the same approved form submitted at Step 1 with all answers attached, to the Administrative Officer or his/her representative within five (5) business days after the Employer's answer in Step 2. A meeting between the Administrative Officer or his/her representative and the Chairperson of the Union Grievance Committee shall be scheduled for the purpose of attempting to adjust the grievance at a time mutually agreeable to the parties within five (5) business days of receipt of the grievance. The Administrative Officer or his/her designee shall give the Employer's written answer to the Union within five (5) business days following the meeting.

**Section 5.4 Arbitration.**

(a) If the grievance is not settled in accordance with the foregoing procedures the Union may refer the grievance to arbitration within ten (10) business days after receipt of the Employer's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike a second name, the party requesting arbitration a third name, the other party a fourth name, and the remaining person shall be the arbitrator. The arbitrator shall be notified of such selection by a joint letter from the Employer and Union representatives, requesting that he/she set a time and place, subject to the availability of the Employer and Union representative. All arbitration hearings shall be held in Urbana, Illinois (unless the parties mutually agree otherwise).

If any grievance pertains to an employee's termination, then absent mutual written agreement between the City and Union, the arbitration hearing shall commence within sixty (60) days after the arbitrator accepts appointment. Absent an agreed upon extension, if the hearing does not begin within such sixty (60) day period, the City shall be relieved of any back pay liability occasioned by the delay. If the arbitration is delayed solely because of the arbitrator's or City's schedule the liability relief provision shall not apply.

(b) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a recommendation

with respect to the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a recommendation on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall be empowered to fashion an appropriate remedy. The arbitrator shall be without power to make a recommendation contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in writing, or in disciplinary cases, to the date of the discipline (and taking into consideration interim compensation and efforts to mitigate damages). The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

(c) The fees and expenses of the arbitrator, if any, and the cost of a written transcript, where jointly requested, for the arbitrator, if any, shall be borne equally by the City and the Union. When only one party requests a written transcript of the hearing, the requesting party shall be responsible for the cost. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

**Section 5.5 Exclusivity of the Grievance Procedure.**

The procedure set forth in this Article shall be the sole and exclusive procedures for resolving any grievance or dispute in Section 5.1, which was or could have been raised by an employee covered in this Agreement. It is expressly understood that the procedures set forth in this Article completely replace (and are not in addition to) any appeal process of the Civil Service Commission or of any other Board, Commission, or agency of the Employer, and further, that employees covered in this Agreement shall not have recourse to any such set procedures. Grievances involving disciplinary suspensions of more than five (5) days and terminations may be initially filed at Step 2 of the Grievance Procedures.

**ARTICLE VI - HOURS OF WORK**

**Section 6.1 Application of this Article.**

This Article is intended to define the normal hours of work per day or per week and provide the basis for the calculation of, and payment of, overtime and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

**Section 6.2 Normal Workweek.** The normal workweek shall consist of forty (40) hours per week and five (5) consecutive workdays.

**Section 6.3 Normal Workday.** The normal workday shall consist of eight (8) consecutive hours of work which may be interrupted by a lunch period. For some Police Service Representatives, the normal workday shall consist of ten (10) consecutive hours of work which may be interrupted by a lunch period.

**Section 6.4 Shifts.**

(a) Normal shift times in effect at the execution of this Agreement are:

1) Except for employees noted below: 7:30 a.m. to 4:00 p.m. (30 minute unpaid lunch); lunch normally will be from 11:30 a.m. to 12:00 noon.

2) For account clerks, 8:00 a.m. to 5:00 p.m.

3) For Police Service Representatives, shifts may be established from time to time pursuant to 6.5. The shifts starting times in effect at the execution of this agreement will be between ~~6 to 7 a.m., 1 to 3 p.m. and 9 to 11 p.m.~~ 9 to 11p.m., 5 to 7 a.m. and 1 to 3 p.m..

4) For meter maintenance persons, 7:00 a.m. to 3:30 p.m.

5) For all Parking Enforcement Officers the current scheduling practices will apply and the following will be considered regular shifts:

a. Monday - Friday, 5a.m. - 2p.m.

b. Monday - Friday, 7a.m. - 4p.m.

c. Tuesday - Friday, 8a.m. - 5p.m. & Saturday, 7a.m. - 4p.m.; Monday-Friday, 8a.m. - 5p.m. (for PEO II, alternating schedule every other week)

d. Monday - Friday, 9a.m. - 6p.m.; Monday - Tuesday & Thursday - Friday, 9a.m. - 6p.m. & Saturday, 7a.m. - 4p.m. (for PEO I, alternating schedule every other week).

(b) An employee whose shift extends from one (1) calendar day to another (for example, from Monday into Tuesday or from the day before a holiday into the holiday) shall be considered as working on the calendar day on which he/she started to work.

**Section 6.5 Work Schedule.**

Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, and which are intended to last more than thirty (30) days, the City shall provide a notice of the change to the Union at least five (5) days in advance of the date the change is to take effect.

If new shifts, workdays, or hours are permanently established, the Employer shall give consideration to assignment requests of employees. When a Police Services Representative vacancy in the Police Department occurs, it shall first be offered to incumbents and be filled on the basis of employment seniority. While preference will normally be given to the requests of employees with the most seniority, it is expressly recognized that there must be experienced employees on all shifts, workdays and hours.

New shifts, workdays or hours shall not be temporarily established for the purpose of avoiding the payment of overtime.

If the City temporarily establishes twelve-hour shifts for emergencies, employees working the twelve-hour shifts shall receive a shift differential of \$1.50 per hour for the first eight hours worked per shift.

The City agrees that in the event employees are working after midnight during the last shift of snow storm overtime that the effected employee(s) will be given eight (8) hours off without loss of pay, from the time they clock out after midnight until eight (8) hours later when they clock back in to assume the remainder of their shift on that same working day.

**Section 6.6 Overtime Pay.**

Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours per week or eight (8) hours per day, except that if an employee begins overtime work during one (1) calendar day and continues working into the next calendar day, the employee shall be required to work eight (8) hours in the second calendar day at the straight-time rate of pay before being eligible for pay at the overtime rate of pay.

**Section 6.7 Distribution of Overtime Work-Public Works.**

(a) So far as practicable and without reducing efficiency of work performance, opportunities to work overtime shall be

distributed among those employees covered by this Agreement who are qualified to perform the specified overtime work required.

Employer shall make every effort to enlarge the pool of qualified employees to perform scheduled overtime duties via voluntary cross-training. The Union recognizes that exclusive overtime will remain for those duties in specialized areas, including but not limited to lighting, fleet maintenance, parking, and the Landscape Recycling Operations. This provision does not limit the rights of the Employer to make efficient utilization of the work force.

(b) The opportunity to work overtime shall first be offered to the employee so qualified who has the least number of overtime hours to his/her credit. If this employee declines or is otherwise unable to work overtime, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. The procedure shall be followed until the required number of employees have been selected for the overtime work. Overtime offered to an employee which the employee declines to perform shall be counted the same as overtime hours actually worked with a minimum of two (2) hours' credit, in computing overtime balancing. For the purposes of computing overtime credit, any new employee covered by this Agreement shall automatically be credited with such overtime pay hours as are equal to those credit ~~those credit~~ overtime hours of the ~~like qualified~~ employee with the highest number of accumulated overtime credit. ~~then having the maximum number of overtime hours to his/her credit for the two (2) most recently completed pay periods.~~

On December 1 of each year all AFSCME Public Work employees, shall be set back to zero hours of overtime worked for the purposes of overtime distribution, and the subsequent initial offering shall be by employment seniority among those qualified employees covered by this Agreement.

(c) A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly. The Employer shall not be required to break in on work in progress or change an employee's shift in assigning overtime. It is recognized that conditions such as vacations, qualification to perform the overtime in question and other circumstances will cause imbalances to occur at any particular time.

(d) The Employer shall be free during overtime hours, as during straight-time hours, to make efficient utilization of available manpower and to transfer employees as required to complete the work to be done; nothing herein shall derogate from this right, and this clause shall not be interpreted to create

jurisdiction over particular work in particular job classifications.

**Section 6.7.1 Overtime Distribution-Police Service Representatives**

So far as practicable and without reducing efficiency of work performance, opportunities to work voluntary overtime shall be distributed to Police Service Representatives (Police Service Representatives PSRs) as follows. ~~Beginning on the first full month following execution of this agreement, the~~ The opportunity to work overtime shall be offered to Police Service Representatives PSRs in the same order as they are listed on the overtime distribution roster. The roster initially listed names of all Police Service Representatives in order of seniority from most senior to least senior. ~~The roster shall initially list the names of all PSRs in order of seniority from most senior to least senior.~~ On the first day of each subsequent month, the top ranked employee's name ~~shall move~~ moves to the bottom of the roster. New employees shall be placed at the bottom of the roster ~~on their date of hire~~ when they are released to solo duty. An employee's name shall be removed from the roster and shall be returned to the bottom of the roster upon receipt of an employee's written request for either.

**Section 6.8 Voluntary Overtime.**

There shall be no discrimination against any employee who declines to work overtime. If, however, all employees who normally perform and are qualified to do the work decline to work overtime or are unavailable (cannot be contacted), the Employer may assign overtime to any employee starting with the least senior of such employees.

**Section 6.9 Compensatory Option.**

(a) Subject to applicable Federal law, including federal rules and regulations, employees covered by this Agreement shall have the option of receiving overtime pay or compensatory time off. Compensatory time shall be accrued at the same rate as overtime pay and shall accumulate to a maximum of sixty (60) hours, provided that no employee may earn more than a total of one hundred and twenty (120) hours of compensatory time during any calendar year. Compensatory time off may be utilized in increments of one (1) hour or more, subject to approval by the appropriate Department Head or his or her designee in order to provide for the effective operation of the department.

(b) No more than one hundred and twenty (120) hours of compensatory time may be used in any calendar year. Compensatory time shall be considered "used" when it is cashed out or taken as time off. For purposes of this section, the

calendar year shall be considered to be December 1 through November 30.

**Section 6.10 No Pyramiding.**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE VII - SENIORITY**

**Section 7.1 Definition.**

Seniority is an employee's length of continuous service since his/her last date of hire.

**Section 7.2 Probationary Period.**

Each employee shall be considered a probationary employee for his/her first twelve (12) months of continuous service, after which his/her seniority shall date back to his/her date of hire. There shall be no seniority among probationary employees, and they shall be laid off, discharged, or otherwise disciplined at the sole discretion of the Employer. However, after the first three (3) months of the probationary period, probationary employees shall be included in the bargaining unit and be entitled to file grievances with respect to matters listed in Section 5.1, excepting layoff, discipline, or discharge.

**Section 7.3 Seniority Principle.**

In all cases of promotions, demotions, layoffs when forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability, which includes physical fitness, seniority shall be the determining factor.

**Section 7.4 Promotions and Vacancies.**

Prior to hiring a regular fulltime employee in a Public Works AFSCME job, the job will be posted in a location designated by the Employer for a minimum of ten (10) days, exclusive of Saturdays, Sundays and holidays. During this period, any qualified AFSCME employee, who does not currently occupy the position being filled, shall be permitted to apply for the position. If a fully qualified candidate applies, she or he will be selected. In accordance with Civil Service, if more than one fully qualified candidate applies, the best qualified candidate will be selected. Any employee who accepts a new position in accordance with the provisions of this Section shall be provided an opportunity to demonstrate satisfactory performance. Section 13.12 remains applicable during this period. If, after being given written notice of a performance deficiency, an employee fails to demonstrate his/her ability to perform the work involved, the employee shall be returned to the vacant job

classification which he/she vacated within six (6) months of appointment without loss of seniority, providing that a job offer has not been accepted for that vacancy. If no opening exists in the former classification, the employee shall be placed on a preferential rehire/placement list for a period of two years and shall be given preference for selection for any position for which she/he applies and is qualified. Nothing herein shall prohibit discipline or discharge for misconduct or require the rehire or placement of an employee who engages in misconduct. Nothing contained in this Section shall prevent the Employer from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job, and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no fully qualified applicants during the period of posting or if none of the applicants has the ability to perform satisfactorily the work involved. Employees shall not be permitted to make more than one (1) successful bid in any two (2) year period. In addition, an employee who successfully bids a position shall have thirty (30) calendar days in which to return to the former position. Also, any employee may move to a lower or equal paying position at any time by mutual agreement between the employee and the Department Head.

**Section 7.5 Consolidation or Elimination of Jobs.**

(a) Non-probationary employees displaced by the elimination of jobs through jobs consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities or for any other reason, shall be assigned to an opening or vacancy in an equal or lower-rated job classification in accordance with the seniority principle set forth in Section 7.3 of this Article. If no opening or vacancy exists, employees shall be placed on a preferential recall list.

(b) Before the Employer subcontracts work which is (and always has been) exclusively performed by employees in the bargaining unit or which would result in the layoff of any nonprobationary employee, it shall notify the Union and, upon prompt written request, shall meet to discuss the matter. This Section shall not be construed as restricting the Employer's right to subcontract for assistance with snow removal or for the performance of any service or function as an emergency measure.

**Section 7.6 Layoff and Recall Procedure.**

In the event of a reduction in the working force of a job classification, employees shall be laid off in accordance with

the seniority principle set forth in Section 7.3 of this Article. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

**Section 7.6A Effect of Layoff.**

During the term of this Agreement, an employee who is on layoff with recall rights shall have the right to maintain insurance coverage provided by the City at the time of the layoff by paying, in advance, the full applicable monthly premium for his or her individual coverage. The City shall, however, continue to pay its share of insurance costs under Section 12.1 (Group Insurance) for the first thirty (30) days an employee is on layoff. Except as otherwise provided herein, the City shall have no obligation to make any payment whatsoever on behalf of an employee for insurance coverage while that employee is laid off.

**Section 7.7 Temporary Transfer.**

(a) For the efficient and economical operation of the Employer, the Employer may transfer any employee temporarily from any classification to any other job classification to fill a temporarily existing opening. The Department Head, with the concurrence of the Personnel Director, may select and make a temporary written appointment to that position. Any employee so temporarily appointed for more than ten (10) days shall receive, as minimum compensation for the entire term of that temporary appointment, a prorated annual salary equal to one-half (1/2) the total of both the annual salary for the employee's current position and the annual salary established for the temporarily appointed position. Such salary shall be increased to the established base salary for the position after the upgrade has lasted six (6) months.

(b) When there are five (5) days or more of a temporary vacancy in the position of Equipment Operator due to a scheduled vacation, or when there is approved leave due to a prolonged medical absence of five days or more, and when the operator vacancy results in a work crew operating without an operator when one is otherwise provided and when such remaining crew members are not combined with another crew with an operator, then the City shall appoint a qualified employee to fill a temporary vacancy at the rate of pay for the operator position.

**Section 7.8 Non-Application of Seniority Rights Within Classifications.**

Seniority does not give employees any preference for particular types of work within their job classifications or to places of work, machines, or equipment.

**Section 7.9 Termination of Seniority.**

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the Employer; or
- (d) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the Employer may grant an extension of time to report if the employee has a justifiable reason for delay, provided such extension shall not arbitrarily be denied; or
- (e) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section shall be reestablished if the employee can show that extraordinary circumstances prevented his/her timely return; or
- (f) retires or is retired.

**Section 7.10 Seniority List.**

Once each six (6) months, the Employer will furnish the Union with an up-to-date seniority list. The Union shall be given, or the Employer shall otherwise post, the name of each bargaining unit employee hired or terminated within five (5) business days of the action in question.

**Section 7.11 Police Services Representative Scheduling.**

Police Services Representatives in the Police Department that normally cover the front office desk shall be assigned to shifts and days off based upon their employment seniority, as defined by this Article, in accordance with the following procedure:

- a) The Employer shall post a shift/days off sign-up list twice a year, one list to be posted during April to be effective June 1, and one list to be posted during October, to be effective December 1.

- b) The shift sign-up list shall be for those bargaining unit positions that normally work the front office desk.
- c) The Criminal Investigation Section Police Services Representative shall be considered an assigned position and shall not be subject to this seniority sign-up provision.
- d) The shift sign-up shall be in order of seniority, as defined by this Article.
- e) The shift sign-up shall include only those employees that have satisfactorily completed their probationary period.
- f) The Employer retains the right to temporarily assign the least senior employee on each shift if operating conditions, as determined by the Employer, so warrant. If the Employer exercises its right to temporarily assign such an employee, the employee shall be paid at his/her straight time hourly rate, unless eligible for overtime pay pursuant to Section 6.6 of this Agreement.

#### ARTICLE VIII - WAGES AND BENEFITS

##### **Section 8.1 Salaries.**

Salaries for the period July 1, ~~2011~~2013, through June 30, ~~2013~~ 2016 shall be paid according to Appendix B attached hereto and made a part of this Agreement.

##### **Section 8.2 Longevity Provisions.**

Longevity pay shall be paid according to Appendix C attached hereto and made a part of this Agreement.

##### **Section 8.3 Bonuses.**

Effective July 1, 1993, the Employer shall award bonuses to individual bargaining unit members in accordance with the terms of the Agreement on Productivity Incentive Plan, identified as Appendix E attached hereto and made a part of this Agreement.

#### ARTICLE IX - HOLIDAYS

##### **Section 9.1 Holidays.**

The following are paid holidays for eligible employees:

New Year's Day	Labor Day
Spring Day	<del>Veteran's Day</del>
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Day	Day After Thanksgiving

The Employer shall determine the actual day on which paid holidays are to be celebrated.

**Section 9.2 Holiday Pay.**

Except as provided below, for each such holiday, when not worked, an eligible employee shall receive eight (8) hours' pay at his/her regular straight-time hourly rate (except for those Police Service Representatives who regularly work 10-hour shifts, who shall receive ten (10) hours' pay at regular straight-time hourly rate). For each hour worked on a holiday, except as provided below, an employee shall receive one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay (plus the holiday pay for which he/she may otherwise be eligible).

**Section 9.3 Eligibility Requirements.**

(a) In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless the employee is excused by his/her supervisor from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after due to jury duty, death in the immediate family, hospitalization of the employee or illness of the employee, which is substantiated by a physician's statement. Reasonable tardiness up to one (1) hour shall not affect holiday pay under this Section.

(b) An employee whose shift extends from one (1) calendar day into another (for example, from Monday into Tuesday or from the day before a holiday into the holiday) shall be considered as working on the calendar day on which he/she started to work.

**Section 9.4 Holiday During Vacation.**

When a holiday falls within an eligible employee's approved vacation, he/she shall receive an additional day of vacation.

**ARTICLE X - VACATIONS**

**Section 10.1 Paid Vacations.**

(a) Employees covered by this Agreement whose normal workday shall consist of eight (8) consecutive hours of work

which may be interrupted by a lunch period, and whose normal workweek shall consist of forty (40) hours per week, and who have been employed by the Employer for a period of at least one (1) year shall receive paid vacations during each year, calculated as follows:

Years of Continuous Service	Amount of Vacation Pay	Length of Vacation
1 year through 5 years	96 hours' pay	12 workdays
6 years through 9 years	120 hours' pay	15 workdays
10 years through 15 years	160 hours' pay	20 workdays
16 years and more	200 hours' pay	25 workdays

(b) Employees who are included in (a) above who have been employed by the Employer for less than one (1) year shall accrue one (1) day paid vacation for each month of employment to a maximum of ten (10) days.

**Section 10.2 Eligibility Requirements.**

(a) In order to be eligible for vacation pay, an employee must have worked a minimum of 1,080 hours during the twelve (12) calendar months preceding his/her anniversary date of employment. For purposes of vacation eligibility, absence from work due to a bonafide job-related injury, or time charged as vacation time or legitimate paid sick leave (i.e., legitimate incapacitation or illness of the employee for which sick leave is paid) shall be included in determining eligibility requirements.

(b) Employees with more than one year's seniority who fail to meet the 1,080 hour minimum due to legitimate illness which exceeds their accumulated sick leave or an approved unpaid leave of absence shall receive prorata vacation pay.

(c) For employees with less than one (1) year of seniority, vacation shall accumulate at the rate of eight (8) hours per month to a maximum of eighty (80) hours. Employees with less than one (1) year of seniority shall be entitled to take vacation as accrued.

**Section 10.3 Vacation Scheduling.**

Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to

the wishes of the employee in accordance with his/her relative length of continuous service. If the orderly performance of the services provided by the Employer makes it necessary to limit the number of employees from taking vacation at a particular time, the employee with the greater seniority shall be given his/her choice of vacation period.

(a) In order to insure the orderly scheduling of work in the Public Works Department, all vacation requests of five (5) days or more must be submitted to an employee's division head at least thirty (30) days in advance of the requested date. All requests must be made on an "Employee Leave Request" form.

In accordance with Section 10.3 (above), when the City finds it necessary to limit the number of employees taking vacation at one time, the City may:

- 1) limit the number of crew members that may be on leave at any one time;
- 2) limit the number of individuals per job classification within a particular division to be on leave at any one time;
- 3) any combination of the above limitations.

(b) Employees in the Public Works Department who request vacations in increments of five (5) days or more and do not do such at least thirty (30) days in advance of the requested date shall be scheduled on the basis of the operating needs of the appropriate division.

(c) Once an employee's vacation request has been granted, it shall not be revoked by the City other than in an emergency.

(d) Employees in Parking Enforcement shall follow the same vacation schedule listed above in Section 10.3, unless the Union and division head both agree to modifications.

(e) Police Service Representatives vacation scheduling shall be done per section 25.5 of the Urbana Police Department Directive in place at the time of ratification of this agreement.

#### **Section 10.4 Vacation Accumulation.**

Normally, vacation shall be taken during the year allowed which is the twelve (12) months following the employee's anniversary date, unless:

1) It is determined by the Department Head that, due to the limitations set forth in Section 10.3, an employee cannot be allowed his/her vacation time within the twelve (12) month period; or,

2) A written request has been submitted to the Department Head at least thirty (30) days before the end of the year in which the vacation is to be taken, citing circumstances and a desire by the employee to accumulate vacation time. Such request will be granted, if at all possible; however, the final determination is exclusively reserved for the Department Head.

3) Accumulated vacation shall be taken within the first six (6) months following the year in which it was originally allowed. If the vacation was held over in accordance with Paragraph 2 of this Section, remuneration will be paid at the rate which the employee would have been paid, had the employee taken his/her vacation during the year in which it would originally have been allowed.

#### **ARTICLE XI - LEAVES OF ABSENCE**

##### **Section 11.1 General Leave.**

(a) Employees covered by this Agreement may request in writing a leave of absence from their Department Head, who may grant a leave of absence to an employee who has been in the bargaining unit for not less than three (3) months, for such a period as he/she sees fit, not to exceed one (1) year, except if it is to enable an employee to accept an appointive position with the City of Urbana, in which case the leaves of absence may be indefinite. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

(b) As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave to retain only the right to be appointed to the first vacancy for the position in which he/she has been employed.

##### **Section 11.2 Sick Leave.**

Employees covered by this Agreement whose normal workday shall consist of eight (8) consecutive hours of work, which may be interrupted by a lunch period, and whose normal workweek shall consist of forty (40) hours per week, shall be credited with 69 hours sick leave on their starting anniversary date. After completion of one (1) calendar year of full-time employment, an employee shall accumulate eight (8) hours of sick leave per month. Sick leave may be accumulated with no maximum. The City

reserves the right to require medical certification as a condition of sick leave approval and to investigate the legitimacy of any use of sick leave. However, when sick leave is used for an employee's personal medical condition, such certification shall only be required if there is a pattern of abuse or the employer suspects abuse.

Sick leave shall not be charged for any absence due to job-related injuries. Pregnancy, miscarriages, abortion, childbirth, and recovery therefrom, will be considered by the Employer as "temporary disabilities" for the period in which an employee cannot or should not on medical advice perform her job. Sick leave benefits as are herein provided may be applied to any such period of "temporary disability." Except as otherwise provided herein, accumulated sick leave may be charged for non-duty illness and off-the-job incurred injury and disability

The Employer may require an employee to undertake a physical examination by a reputable physician at the Employer's expense to determine whether he/she is fit to return or continue work. If the reputable physician determines that the employee cannot perform the work required, the employee may not continue or resume work but must, if eligible, take sick leave. If the reputable physician certifies the employee is able to perform the duties of his/her employment, said certificate shall constitute termination of any leave of absence for sickness.

Sick leave is designed to protect an employee during his or her **own** illness or injury. However, the City shall permit the following limited use of sick leave to care for a family member, subject to the provisions of section 11.2. Within this section, a family member refers to a spouse, declared domestic partner, son, daughter, or parent (terms defined by the City's FML policy). Sick leave shall be requested a reasonable period in advance of its use or as soon as the employee is aware of the need. Sick leave shall be limited to the period of time that the employee's care is required. Up to a total of 40 hours of sick leave may be approved by a supervisor in a calendar year in order for an employee to care for family members who require the employee's care due to a serious illness or injury. In addition, if an employee has a balance of 240 or more hours of unused sick leave (at the time sick leave use is requested), the Department Head will permit the employee to use up to 40 additional hours of sick leave in a calendar year to attend to a hospitalized family member or to provide required care to a family member suffering from a serious health condition (City FML definition) who is unable to care for his/her own basic medical or personal needs (bathing, feeding, etc.) or safety. Employees with less than 240 hours of sick leave may use 8 hours of sick leave for each 8 hours of vacation or compensatory leave

used under these circumstances, up to a maximum of 40 additional hours of sick leave per year. No additional use of sick leave to care for a family member shall be authorized without approval of the Department Head and the Personnel Manager.

Any employee covered by this Agreement who separates in good standing and who, has completed the following years of service shall receive payment for accumulated sick leave in an amount indicated here: Completion of ten (10) years of service with the City - ten percent (10%) of the accrual; Completion of fifteen (15) years of service - fifteen percent (15%) of the accrual; Completion of twenty (20) years of service with the City -twenty-five percent (25%) of the accrual; Completion of twenty-five (25) years of service with the City - thirty percent (30%) of the accrual; Completion of thirty (30) years of service - forty (40%) percent of the accrual; or Completion of thirty-five (35) years of service - fifty (50%)percent of the accrual. An employee who has been retired as a result of a disability, shall, upon retirement or resignation from the City, receive payment for accumulated sick leave in an amount equal to twenty-five percent (25%) of the accrual, such payment to be made on the basis of the employee's hourly rate of pay at the time of such honorable separation.

Eligible employees shall earn bonus vacation time at the rate of two (2) hours per quarter year for each quarter that the employee does not use any sick time. The quarters shall be December through February; March through May; June through August, and September through November. The bonus vacation shall be awarded at the beginning of each December to each employee who has maintained a minimum balance of 69 hours of unused sick leave throughout the year that ended November 30. An employee who receives a bonus for all four quarters will receive an extra bonus of eight (8) hours of vacation for a total award of (16) sixteen hours of vacation. In addition, each employee with a minimum sick leave balance of 400 hours as of November 30 may convert, at a 50% rate, up to thirty-two (32) hours of sick leave to up to sixteen (16) hours of vacation. The employee shall submit a written request for conversion to the Department Head no later than December 15. All employees who are absent as a result of this leave will be eligible for emergency call-back.

**Section 11.3 Bereavement Leave.**

When a death occurs in an employee's immediate family (i.e., employee's or spouse's Mother, Father, Brother, Sister, Child, Grandparents or Spouse of employee) an employee covered by this Agreement, upon request, will be excused with pay for up to three (3) days for the purpose of attending the funeral. An employee may be excused with pay for up to two (2) additional

days in the case of a funeral that involves unusual travel difficulties. Such additional leave will not be unreasonably denied, following receipt of a written request setting forth the nature of the difficulty. At the sole discretion of the Employer, leave for the purpose of attending the funeral of persons other than those set forth above may be granted.

**Section 11.4 Jury Leave.**

Any regular, full-time employee who is called for jury service shall be excused from work for the days on which he/she serves and he/she shall receive for each day of jury service on which he/she otherwise would have worked, the difference between the normal daily rate of pay he/she would be entitled to during such period and the payment he/she received for jury service. The eligible employee will present proof of service and of the amount of pay received therefore.

**Section 11.5 Military Leave.**

(a) Any employee who is recalled, enlists, or who is inducted into the Armed Forces of the United States shall be granted a leave of absence without pay for the term of his/her training and service and shall be entitled to reemployment rights under applicable law, provided such employee shall make application for reemployment within the period prescribed by law after being relieved from such training and service.

(b) Any employee who is required as part of his/her military obligation to attend two (2) weeks of annual training shall be excused from work for the days on which he/she serves and he/she shall receive, for each day of annual training service on which he/she otherwise would have worked, the difference between the normal daily rate of pay he/she would be entitled to during such period and the payment he/she received for annual training service. The eligible employee will present proof of services and the amount of pay received therefor.

**Section 11.6 Miscellaneous Leave.**

(a) **Civic Leave.** Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period to fulfill their civic responsibilities.

(b) **Educational Leave.**

(1) Employees may be granted, upon request, a leave of absence not to exceed one (1) year, for educational

purposes, without pay. Thereafter, such educational leave may be renewed, in writing, by the Employer.

As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and retain only the right to be appointed in the first vacancy in the position in which he/she has been employed.

2) Any employee who has completed his/her probationary period may apply for leave to take one (1) course during his/her regular workweek to improve or upgrade the individual's job-related skill or ability. Such course must be approved by the employee's Department Head and the Personnel Director, who may approve same only if the completion of such course can be reasonably expected to help the employee in the performance of his/her job. Such approval is to be made on an individual basis before the employee can begin the course. A course shall be interpreted as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. Any such leave shall automatically expire with the end of the term of the particular course.

(3) In addition to the leave as provide in part (2) above, the Employer will provide funds to reimburse the employee for one-half (1/2) the cost of tuition and books directly related to the course, provided that the employee successfully completed such approved course. In the event an employee takes an approved course during other than regular working hours, the employee will still be eligible for reimbursement as determined above, provided prior approval has been received in accordance with the provisions of part (2) above.

(c) **Union Leave.** Leaves of absence without pay may be granted to the extent that there is no interference with the Employer operations, to employees who are selected, delegated, or appointed to attend conventions or educational conferences with the Union, for a maximum of one hundred thirty-six (136) hours for the bargaining unit per fiscal year. Any request for such leave shall be submitted by the Union to the employee's immediate supervisor and shall be answered in writing no later than ten (10) working days following the request.

**Section 11.7 Return from Leave in Excess of One Year.**

Unless otherwise specifically provided for in this Agreement, an employee returning from a leave of absence in excess of one (1) year shall, to the extent possible, be permitted to return to the position he/she occupied when he/she began his/her leave. The Employer shall not, however, be required to displace any employee, but in the event his/her position has been filled, he/she shall be placed on a preferential hiring list.

**Section 11.8 Effect of Leave on Seniority.**

An approved leave shall not be considered a break in continuous service; provided, however, that seniority shall continue to accrue only during (a) paid leaves, and (b) unpaid leaves of less than two (2) weeks' duration (except legitimate unpaid sick leave).

**Section 11.9 Exhaustion of Sick Leave.**

Employees who are eligible for sick leave as provided in Section 11.2 of the Agreement, but who have exhausted all of their accumulated sick leave, shall be granted an unpaid sick leave for the duration of their illness or injury. Any such unpaid sick leave must be requested in writing by the employee at the time sick leave is exhausted. The employee may be required to waive any right to immediate reinstatement. During such unpaid sick leave, the City may also order a physical examination as provided in Section 11.2(b) above. Any employee's right to unpaid sick leave shall be terminated if he/she accepts remunerative employment elsewhere during such leave. The provisions of Section 11.7 and 11.8 shall likewise be applicable to unpaid sick leave granted pursuant to this Section.

**ARTICLE XII INSURANCE**

**Section 12.1 Insurance Committee**

The parties agree to participate in the insurance committee as outlined in Appendix "G", which upon implementation will have

authority to modify and take precedence over some of the terms below.

**Section 12.1-2 Right to Select Carriers.**

(a) The benefits provided for herein shall be provided through a self-insured plan, a hospital plan, or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. "Insurance companies" include regular line insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance companies.

~~(b) The Employer shall notify and consult with the Union before renewal or changing insurance carriers or self-insuring. Notwithstanding any such changes, the level of benefits shall remain substantially the same.~~

**Section 12.2-3 Employee Group Health Insurance.**

The City shall pay the full cost of the employee only premium for the City's standard health insurance plan. The "standard health insurance plan" shall be defined as the same standard insurance plan or plans provided to non-bargaining unit employees.

**Section 12.3-4 Dental Plan & Indemnification**

(a) **AFSCME Dental Plan.** Upon receipt of a signed authorization from an employee on a standard form acceptable to the Employer, the Employer agrees to deduct from such employee's pay the uniform individual or family plan premium for the AFSCME sponsored dental insurance plan. The Union will notify the Employer annually in writing of the amount of the uniform individual or family plan premium to be deducted. Deduction shall be made on each payday and shall be remitted, together with an itemized statement, to the Treasurer of the Union or his/her authorized designee by the 15th day of the month following the month in which the deduction is made.

(b) **Indemnification.** The Union shall indemnify the Employer 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 Employer for the purpose of complying with the provisions of this Article.

**Section 12.4-5 Disputes Concerning Individual Claims.**

Disputes arising from an individual claim shall be resolved in accordance with the terms and conditions of the applicable

insurance policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 12.5-6 Dependant Coverage.**

Effective for coverage beginning in January 1, 2012, the employee shall pay \$580.00 of the cost of dependent insurance coverage, and the employer shall pay \$269.00. The employer and the employee shall split (50/50) any increases in premiums for dependent coverage.

**Section 12.6-7 Health Insurance Waiver Incentive.**

Employees who waive their health insurance for a full insurance year will receive a cash payment equal to 20% of the cost of the preceding year's premium for single coverage, provided that such payment is permissible under the City's health insurance contracts and applicable laws. The employee must provide proof of acceptable alternative health coverage and apply for payment in accordance with the written procedures provided by the Personnel Manager. Payments for waivers of less than 12 months will be prorated.

**ARTICLE XIII - GENERAL PROVISIONS**

**Section 13.1 Gender.**

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

**Section 13.2 Uniforms.**

The Employer shall continue to provide uniforms to employees presently required to wear them. All Parking Enforcement Officers will continue to receive a clothing allowance as practiced at the time of ratification of this agreement: five hundred dollars (\$500) for the first year, and two hundred and fifty dollars (\$250) each subsequent year.

**Section 13.3 Rules and Regulations.**

Prior to implementation of any proposed changes and/or additions of rules and regulations, the Employer agrees to notify the Union of the change and, upon request, shall meet for discussion of the same. The Employer agrees that an allegation of arbitrary, capricious or discriminatory application of its rules and regulations shall be subject to the grievance procedure. The Employer shall not discipline or discharge any employee without just cause.

**Section 13.4 Bulletin Boards.**

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in work areas to be used by the Union for official Union business. A copy of all posted

material shall be provided to the Personnel Director and signed by the appropriate Union officer. Any such material, the copies of which have not been so provided to the Personnel Director, may be removed by the Employer at its discretion.

**Section 13.5 Call-Back Pay.**

An employee called back to work after having gone home shall receive a minimum of two (2) hours of work at his/her straight-time hourly rate (subject to Section 6.6) unless the time extends into his/her regular shift.

**Section 13.6 Stand-By Pay.**

Effective upon ratification of this Agreement, whenever any employee is assigned to stand-by duty, the Employer shall pay any such employee so assigned to stand-by duty the sum of ~~eighty one hundred and thirty~~ eighty one hundred and thirty dollars ~~(\$80.00)~~ (\$130) for each full one (1) week period of such assigned stand-by duty. For the purpose of this Section, stand-by duty is defined as the ability of the Employer to contact an employee either by phone or otherwise, for the purpose of immediately responding to and performing any required task.

As of ~~January 1, 2012~~ July 1, 2015 the amount for stand-by pay defined above will be one hundred ~~and ten~~ and forty dollars (~~\$100~~ \$140).

~~As of January 1, 2013 the amount for stand by pay defined above will be one hundred and ten dollars (\$110).~~

**Section 13.7 Break Time.**

There shall be provided to employees covered by this Agreement two (2) fifteen (15) minute breaks for each full eight (8) hour shift of scheduled work, the terms and conditions of which said breaks shall be governed and controlled by such rules and regulations as may, from time to time, be duly promulgated by the Employer.

**Section 13.8 Control of Absenteeism or Sick Leave Abuse.**

It is understood that unreasonable absenteeism, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Employer to take corrective action. If any employee is disciplined for unreasonable absenteeism or the abuse of sick leave, the discipline shall not be set aside unless it is arbitrary, capricious, or discriminatory. Nothing contained in this Agreement shall be construed as prohibiting the Employer from taking any reasonable measure to control unreasonable absenteeism or the abuse of sick leave.

**Section 13.9 Job Descriptions.**

The Employer shall maintain job descriptions describing the duties of each classification. Upon request, an employee shall

be furnished a copy of his/her job description; the Union shall also be furnished a copy of any job description upon request. In the event the Employer changes a description, a copy of the new description shall be provided to the Union and, upon written request, the Employer shall meet with the Union to discuss any changes.

**Section 13.10 Personnel Files.**

(1) Personnel Files.

The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee.

(2) **Inspection.** Upon appropriate request, an employee may inspect his/her central personnel file subject to the following:

(a) Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the Employer. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance may have a representative of the Union present during such inspection.

(b) Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of duplication.

(c) Pre-employment information; e.g., reference checks and responses, or information provided the Employer with the specific request that it remain confidential, shall not be subject to inspection or copying.

(d) A copy of any disciplinary action or material related to an employee's performance which is placed in the personnel file shall be served upon the employee, the employee so noting receipt.

**Section 13.11 Damage to Personal Property.**

Eyeglasses and false teeth which are damaged or destroyed while an employee is in the line of duty and not merely the result of negligence shall be repaired or replaced by the Employer, subject to the maximum dollar limitations as set forth below, and provided that such repair or replacement is not covered by applicable insurance policies:

a) Upon ratification of this agreement, ~~in~~ in the event of damage or destruction of eyeglasses frames and/or

lenses, the Employer will pay up to a maximum of three hundred and twenty-five dollars (\$325) ~~\$275.00~~ for replacement or repair of such eyeglasses frames and/or lenses. On July 1, 2015, the above amount shall increase to three hundred and fifty dollars (\$350).

- b) If false teeth are damaged or destroyed the Employer will pay the full value of their replacement or repair.

#### **Section 13.12 Discipline.**

The Employer agrees with the tenets of progressive and corrective discipline, where appropriate, and that it shall not discipline or discharge any employee without just cause. No employee shall be demoted for disciplinary reasons, but only for inability to perform the work required by his/her position and classification. Discipline shall be imposed as soon as possible after the Employer becomes aware of the event or action giving rise to the discipline and has a reasonable period to investigate and consider the matter.

Discipline shall be imposed in a manner which will avoid embarrassing an employee before other employees or the public.

Oral reprimands may be noted in an employee's personnel file provided the employee is notified to that effect. In the event of disciplinary action, other than an oral reprimand, is taken against an employee, the employee and the Union shall be provided with a copy of any statement of the facts and reasons supporting the disciplinary action which is to be placed in the employee's personnel file. In the event suspension or discharge of a non-probationary employee is contemplated, in addition to all other requirements of this section, a pre-disciplinary meeting shall be held with the employee and, if requested by the employee, an appropriate representative of the Union, at which time the opportunity shall be granted to the employee and/or the Union representative to clarify and/or rebut the reasons given for the contemplated suspension or discharge before the employer makes a final determination of the measure of discipline to be imposed. In any event, a Union representative may attend as an observer in such meetings. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances subsequently become known.

#### **Section 13.13 Union Rights.**

(a) **Union Activity During Working Hours.** Employees shall, after giving reasonable notice to their supervisors, be allowed reasonable time off with pay during working hours to attend grievance meetings or other meetings called or agreed to by the

Employer, if such employees are entitled or required to attend such meetings by virtue of being union representatives or grievants and if such attendance will not unreasonably or substantially disrupt or interfere with the Employer's operations.

**(b) Access to Premises.** The Employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the Employer during working hours with advance notice to the appropriate Employer representative. Such visitations shall be for the reasons of the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a meeting place and/or to provide a representative to accompany such officer or representative where operational requirements do not permit unlimited access.

**Section 13.14 Labor-Management Committees.**

For the purposes of monitoring communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, there may be established departmental Labor-Management Committees. These committees shall each be composed of a maximum membership of three (3) representatives each for both the Union and the City with these representatives to be selected and designated by the Union and the respective Department Heads.

The above Labor-Management Committee shall be scheduled at a time, place and date mutually agreed upon by the Union and the City. Such meetings shall be held during the regular workweek and employees shall not be docked for attendance.

**Section 13.15 Precedence of Agreement.**

In the event of a conflict between a provision of this Agreement and any regulation, ordinance or rule of the Employer or any of its boards or commissions (insofar as said regulation, ordinance or rule affects employees covered by this Agreement), the provisions of this Agreement shall control. The Employer shall take any legal action necessary to accomplish the foregoing.

**Section 13.16 Drivers License.**

1) The City will schedule the use of City vehicles to allow employees to practice for the examination to acquire a State of Illinois CDL, with air brake endorsement.

2) The City will provide training to assist employees in obtaining a State of Illinois CDL, with air brake endorsement.

3) The City will pay the difference between the State fee to renew a regular driver's license and the State fee to renew a City required Commercial Driver's License with required endorsements.

**Section 13.17 Legislative Action.**

During the term of this Agreement, if the Illinois General Assembly enacts new legislation benefiting employees covered by this Agreement and the effects of such new legislation is to increase cost to the City beyond those which exist at the time this Agreement is executed, the Union agrees to meet with the City to negotiate the distribution of such increased cost between the City and employees. However, legislated changes in pensions, disability and workers' compensation shall not be subject to negotiations.

**ARTICLE XIV - CONFORMANCE WITH LAW**

**Section 14.1 Conformance With Law.**

In the event any provision of this Agreement is found by a court or administrative body with jurisdiction over the parties and subject matter to be in conflict with a state or federal statute, such law shall supersede the conflicting provisions without affecting the remainder of the provisions of this Agreement.

**ARTICLE XV - FAMILY LEAVE**

**Section 15.1 Family and Medical Leave.**

The City shall adopt and maintain a Family and Medical Leave Policy that complies with the requirements of the Family and Medical Leave Act of 1993 as now or hereafter amended.

Prior to altering the existing policy, the Employer agrees to provide the Union with thirty (30) days advance notice of any change. Upon request from the Union, the Employer agrees to meet and discuss the proposed changes with the Union in an effort to work out any areas of disagreement prior to implementation. This Section shall not be construed to limit the ability of the City to make changes to the policy without agreement by the Union, so long as the policy meets the requirements of the Act.

**ARTICLE XVI - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and

opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII - TERMINATION

This Agreement shall be effective as of the first day of July, ~~2011~~2013, and shall remain in full force and effect until June 30, ~~2013~~2016. 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 sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_\_ day of ~~January, 2012~~September, 2014.

CITY OF URBANA

AFSCME

\_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
President, Local 1331

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Negotiating Committee

**APPENDIX "A" - AUTHORIZATION FOR CHECKOFF OF UNION DUES**

[NOTE: Employees may also use AFSCME Dues Authorization Card]

I hereby authorize the City of Urbana to deduct from my pay the union dues of American Federation of State, County and Municipal Employees, AFL-CIO Council 31, Local 1331, 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 the Union and the Employer, whichever date occurs sooner.

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Print Name

---

Signature

---

Date

**APPENDIX "B" Salaries\***

Effective July 1, ~~2010~~2013, through and including June 30, ~~2013~~2016, the base salary for employees covered by this Agreement determined herein as the annual base and represented in both annual and hourly rates (based upon 2,080 hours per year for all employees) shall be as follows:

POSITION	7/01/10		7/1/2011		7/1/2012	
	ANNUAL BASE	HOURLY	ANNUAL BASE	HOURLY	ANNUAL BASE	HOURLY
Certified Mechanic	\$48,360.82	\$23.25	\$49,811.64	\$23.95	\$51,305.99	\$24.67
Mechanic	\$46,322.64	\$22.27	\$47,712.32	\$22.94	\$49,143.69	\$23.63
Equipment Operator	\$42,961.36	\$20.65	\$44,250.20	\$21.27	\$45,577.71	\$21.91
Electrician I	\$42,961.36	\$20.65	\$44,250.20	\$21.27	\$45,577.71	\$21.91
Auto Service Person	\$42,961.36	\$20.65	\$44,250.20	\$21.27	\$45,577.71	\$21.91
Arbor Technician	\$42,961.36	\$20.65	\$44,250.20	\$21.27	\$45,577.71	\$21.91
Landscape Technician	\$42,961.36	\$20.65	\$44,250.20	\$21.27	\$45,577.71	\$21.91
Building Maintenance Person	\$42,961.36	\$20.65	\$44,250.20	\$21.27	\$45,577.71	\$21.91
Animal Control Warden	\$34,957.11	\$16.81	\$36,005.82	\$17.31	\$37,086.00	\$17.83
Maintenance Worker	\$40,545.44	\$19.49	\$41,761.80	\$20.08	\$43,014.66	\$20.68
Materials Collector	\$40,545.44	\$19.49	\$41,761.80	\$20.08	\$43,014.66	\$20.68
Meter Maintenance Person	\$40,545.44	\$19.49	\$41,761.80	\$20.08	\$43,014.66	\$20.68
Public Works Clerk	\$35,230.82	\$16.94	\$36,287.74	\$17.45	\$37,376.38	\$17.97
Custodian	\$34,285.46	\$16.48	\$35,314.02	\$16.98	\$36,373.44	\$17.49
Police Services Rep.	\$37,961.86	\$18.25	\$39,100.72	\$18.80	\$40,273.74	\$19.36
Meter Maintenance Technician II	\$42,961.36	\$20.65	\$44,250.20	\$21.27	\$45,577.71	\$21.91

POSITION	7/1/2012 ANNUAL BASE	HOURLY BASE	7/1/13 ANNUAL BASE	7/1/13 HOURLY BASE	7/1/14 ANNUAL BASE	7/1/14 HOURLY BASE	7/1/15 ANNUAL BASE	7/1/15 HOURLY BASE
Certified Mechanic	\$51,305.99	\$24.67	\$52,075.58	\$25.04	\$52,986.90	\$25.48	\$54,444.04	\$26.18
Mechanic	\$49,143.69	\$23.63	\$49,880.85	\$23.98	\$50,753.76	\$24.40	\$52,149.49	\$25.08
Equipment Operator	\$45,577.71	\$21.91	\$46,261.38	\$22.24	\$47,070.95	\$22.63	\$48,365.40	\$23.25
Electrician I	\$45,577.71	\$21.91	\$46,261.38	\$22.24	\$47,070.95	\$22.63	\$48,365.40	\$23.25
Auto Service Person	\$45,577.71	\$21.91	\$46,261.38	\$22.24	\$47,070.95	\$22.63	\$48,365.40	\$23.25
Arbor Technician	\$45,577.71	\$21.91	\$46,261.38	\$22.24	\$47,070.95	\$22.63	\$48,365.40	\$23.25
Landscape Technician	\$45,577.71	\$21.91	\$46,261.38	\$22.24	\$47,070.95	\$22.63	\$48,365.40	\$23.25
Building Maintenance Person	\$45,577.71	\$21.91	\$46,261.38	\$22.24	\$47,070.95	\$22.63	\$48,365.40	\$23.25
Animal Control Warden	\$42,931.20	\$20.64	\$43,575.17	\$20.95	\$44,337.73	\$21.32	\$45,557.02	\$21.90
Maintenance Worker	\$43,014.66	\$20.68	\$43,659.88	\$20.99	\$44,423.93	\$21.36	\$45,645.59	\$21.94
Materials Collector	\$43,014.66	\$20.68	\$43,659.88	\$20.99	\$44,423.93	\$21.36	\$45,645.59	\$21.94
Meter Maintenance Person	\$43,014.66	\$20.68	\$43,659.88	\$20.99	\$44,423.93	\$21.36	\$45,645.59	\$21.94
Public Works Clerk	\$37,376.38	\$17.97	\$37,937.03	\$18.24	\$38,600.92	\$18.56	\$39,662.45	\$19.07
Custodian	\$36,373.44	\$17.49	\$36,919.04	\$17.75	\$37,565.12	\$18.06	\$38,598.17	\$18.56
Police Services Rep.	\$40,273.74	\$19.36	\$40,877.85	\$19.65	\$41,593.21	\$19.99	\$42,737.02	\$20.54
Meter Maint.	\$45,577.71	\$21.91	\$46,261.38	\$22.24	\$47,070.95	\$22.63	\$48,365.40	\$23.25

<u>Technician II</u>								
<u>Parking Enforce. Officer I</u>	\$28,600.00	\$13.75	\$29,029.00	\$13.96	\$29,537.01	\$14.20	\$30,349.28	\$14.59
<u>Parking Enforce. Officer II</u>	\$29,224.00	\$14.05	\$29,662.36	\$14.26	\$30,181.45	\$14.51	\$31,011.44	\$14.91

~~This table reflects a 1% increase which was effective 7/1/2010 (for contract extension year, "me too" agreement), a 3% increase effective 7/1/2011 (employees will receive retroactive pay for increases), and a 3% increase effective 7/1/2012. This table reflects a 1.5% increase which was effective 7/1/2013, a 1.75% increase which was effective 7/1/2014, and a 2.75% increase effective 7/1/15. For the increases which are effective before ratification of this agreement, pay shall be retroactive. This table shall not be used to reduce the rate of any current employee.~~

**"Me Too" agreement**

It is further agreed, if as a result of negotiations with the other Unions representing City of Urbana employees, the City and the Union(s) agree to a new collective bargaining agreement for the same year or years which contain(s) an hourly or percentage wage increase, that is more favorable to members of their bargaining unit than what is contained in the Collective Bargaining Agreement between AFSCME and the City, the City will extend the same compensation increase on the same terms to members of the AFSCME bargaining unit.

\*The base salary for a probational employee as defined in Section 7.2 of this Agreement shall be \$600.00 less than the annual salary as herein established for permanent full-time positions.

**APPENDIX "C" - LONGEVITY PAY**

The total maximum annual salary for employees covered by this Agreement shall be the annual base salary as established in Appendix "B" of this Agreement plus longevity pay.

Longevity pay shall be based on an employee's years of continuous full-time service, and shall accumulate according to the following schedule, effective July 1, 2008:

Years of Employment	Total Increase Above Base Pay
4	3%
6	5%
8	6%
10	7%
13	9%
15	11%
20	13%
25	15%

Longevity pay shall be considered part of an employee's total maximum salary for all purposes including the computation of payment of overtime.

Appendix "D" Side Letters  
Memorandum of Understanding (Seniority Dates)

APPENDIX "D"  
SIDE LETTERS

Memorandum of Understanding (Seniority Dates)

Confirming certain understandings reached in negotiations, the City of Urbana (hereinafter called the "Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 (hereinafter called the "Union") agree as follows:

1. Prior to approval of the collective bargaining agreement by the parties, the Employer shall provide the Union with the name and seniority date of each bargaining unit employee. This list will be reviewed by the Union and signed by each employee indicating that his seniority date is correctly noted. Once accepted by the Employer, this seniority list shall stand approved as signed and the facts set forth in the seniority list shall not be subject to subsequent challenge.
2. Upon hire, an employee shall sign a form which shall be included in his personnel file noting his correct most recent date of hire. Upon completion of his probationary period, this shall be the employee's official seniority date which shall not be subject to subsequent challenge.
3. It is recognized that an adjustment in an employee's seniority date may be made from time to time in accordance with the terms of the collective bargaining agreement. Such an adjusted seniority date shall be noted in the personnel file and signed by the employee in question.

By William R. Gray  
Accepted on behalf of  
the Employer

By Douglas H. Buchanan  
Accepted on behalf of  
the Union

Memorandum of Understanding (Selection of Arbitrators)

Memorandum of Understanding (Selection of Arbitrators)

Confirming certain understandings reached in negotiations, the City of Urbana (hereinafter called the "Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 103, Local 1331 (hereinafter called the "Union") agree as follows:

1. Upon receipt of a panel of five (5) arbitrators from the American Arbitration Association (hereinafter called the "AAA") as provided for in Section 5.4 of the collective bargaining agreement, the Union's representative shall contact the Employer's representative for the purpose of selecting an arbitrator in the manner provided for by Section 5.4.
2. The parties agree that the procedural rules for the selection of arbitrators established by the AAA shall not apply to them, and further, that neither party shall forfeit its rights under Section 5.4 due to the failure to meet deadlines imposed by the AAA.

Accepted on behalf of the Union

by Douglas H. Buchanan  
Dated: 7/28/99

Accepted on Behalf of the City

by William R. Gray  
Dated: JULY 28, 1999

Memorandum of Understanding (Work Rules)

Memorandum of Understanding (Work Rules)

Confirming certain understandings reached in negotiations, the City of Urbana and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 agree as follows:

- 1) The City will continue to provide notice of work rule changes to the Union pursuant to Section 13.3 of the contract.
- 2) The City will conduct a Department of Public Works employee meeting within one year of the execution of this agreement to review with all affected employees the then current work rules.
- 3) The Union may request additional such departmental meetings to review work rules at any time during the term of this agreement.
- 4) A copy of the current work rules will be maintained by the City in a central location to be made available to employees during working hours.

Accepted on behalf of the Union

Accepted on Behalf of the City

by Douglas H. Buchanan

by William K. Hays

Dated: 7/28/99

Dated: July 28, 1999

Memorandum of Understanding (Compensation during absence due to job-related injury or illness)

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF URBANA AND AFSCME LOCAL 1331

Re: Compensation during absence due to job-related injury or illness

In the event of a duty-related injury or illness which results in an employee being unable to work, the City will maintain regular gross compensation (based on a 40-hour work week) for the first ten (10) work days following the accident or injury. If after this period the employee remains on a job-related disability leave, the City will maintain the regular net pay (based on a 40-hour work week) after taxes, SSI, and required pension contributions, for nine (9) months by supplementing the amount received from the City's insurance carrier. Net pay includes any deduction for savings or other authorized deductions, which shall continue unless employee revokes authorization. The City may revoke this supplement, as well as take any other steps available to it, only if there is medically approved alternate work available, workers' compensation benefits are denied, the employee is earning income through secondary employment, or the City has reason to believe the employee is able to return to work as determined by the state laws governing workers' compensation.

Following the nine (9) months, if the employee still has not recovered, he or she will be directly compensated by the insurance company holding the City's workers' compensation policy and City payments will cease.

City payments of employee health and life insurance premiums will be maintained for the year, if applicable. Sick leave shall accrue as long as an employee is receiving workers' compensation for the same injury or illness. Employees will maintain their vacation balance while on leave, but will not earn or carry over any additional vacation credit beyond what is assigned on their anniversary date. Assignment of vacation leave on the employee's anniversary date shall continue unaffected.

The intent of this agreement is to help the employee by providing more than the law requires, and to protect the City by providing flexibility to respond to situations where such practice may be a dis-incentive to return to work. The agreement may be renegotiated without precedent when the contract is open, if in the opinion of the Chief Administrative Officer it is becoming such a dis-incentive. This does not preclude the union from also renegotiating this agreement when the contract has expired. This agreement shall be made a part of the next collective bargaining agreement between the parties.

Accepted on behalf of the Union      Accepted on behalf of the City

By: Douglas H. Buchanan  
Date: 7/28/99

By: Walter H. Hany  
Date: July 28, 1999

Memorandum of Understanding (Supplemental procedure for handling overtime distribution for Public Works bargaining unit employees)

LETTER OF AGREEMENT  
BETWEEN  
CITY OF URBANA AND AFSCME LOCAL 1331

Supplemental procedure for handling overtime distribution for Public Works bargaining unit employees:

Recognizing that errors may occasionally occur which would create an imbalance in overtime distribution, the following steps shall be taken when an employee is inadvertently passed over for an overtime opportunity.

1. The passed over employee will remain at the top of the call back list, thereby being afforded the next overtime opportunities until the error is corrected.
2. If for any one employee, such error(s) total more than sixteen (16) hours in a calendar year, that employee who is passed over shall be provided with an opportunity to work an equivalent number of hours as the missed opportunity in excess of the sixteen (16) hours, at the overtime rate; such work shall not be a substitute for another potential overtime assignment and shall be scheduled by mutual agreement between the employee in question and the Public Works Director or his designee; except that if the parties are unable to mutually agree to scheduling such an opportunity to occur within sixty (60) calendar days, then the Director or his designee shall schedule the opportunity and if that is turned down, the opportunity shall be lost. Disputes involving the supervisor's determination of who is qualified and who normally performs the work shall not count as errors in the application of this paragraph.
3. Upon the third occurrence in a calendar year (not limited to just one employee), an employee who is passed over shall be provided with an opportunity to work an equivalent number of hours as the missed opportunity at the overtime rate; such work shall not be a substitute for another potential overtime assignment and shall be scheduled by mutual agreement between the employee in question and the Public Works Director or his designee; except that if the parties are unable to mutually agree to scheduling such an opportunity to occur within sixty (60) calendar days, then the Director or his designee shall schedule the opportunity and if that is turned down, the opportunity shall be lost. Disputes involving the supervisor's determination of who is qualified and who normally performs the work shall not count as errors in the application of this paragraph. Occurrences as used herein is defined as an error or errors during an overtime call out for a singular and independent event; occurrences arising out of paragraph #2 above shall count as

occurrences for purposes of this paragraph regardless of duration.

4. Within thirty (30) calendar days of signing this agreement, there will be a labor-management meeting to review the nature of overtime during available to bargaining unit employees with the goal of creating a list of those persons or classifications qualified to perform each type of duty. The Union shall have four (4) representatives at the meeting. It is understood that as the nature/type of overtime during change that either party can request a meeting to review the list. It is further understood that nothing in this paragraph shall be construed in any way to infringe upon management rights as set forth in Article III, Article VI, or any other section of the collective bargaining agreement between the parties.

This Agreement concerning the distribution of overtime for Public Works bargaining unit employees has been reached and verified by the signature of the parties' representatives on the dates shown below.

William R. Gray  
The City of Urbana  
By its authorized representative

JULY 28, 1999  
Date

Douglas H. Bushman  
AFSCME  
By its authorized representative

7/28/99  
Date

Memorandum of Understanding (Scheduled Approved Leave Procedure)

Memorandum of Understanding (Scheduled Approved Leave Procedure)

Confirming certain understandings reached in negotiations, the City of Urbana and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 agree as follows:

Scheduled approved leave consists of vacation and compensatory time for public works employees covered by the Labor Contract with AFSCME Local 1331. The following procedure will be followed for leave requests of one (1) working day or more:

1. a) There are two (2) selection periods during which personnel can request scheduled approved leave. They are:

<u>SELECTION PERIOD</u>	<u>VACATION PERIOD</u>
February 1 to February 28	April 1 to September 30
August 1 to August 31	October 1 to March 31
- b) During the selection period, a notice will be posted within each division of Public Works and the selection shall be made by Division.
- c) Preference for particular time off shall be given to the employee within the Division with the greatest seniority. Employees will sign up in order by seniority.
- d) For each selection period, the Division head may impose scheduling restrictions consistent with this agreement which shall be posted at the beginning of the selection period.
- e) All accepted requests shall be approved on the last day of the selection period.
2. a) Any request for leave of five (5) days received after the selection period will be awarded on a first-come first-served basis as scheduling permits. Any such requests for five (5) days must be made at least thirty (30) consecutive days in advance of the first day requested on leave.
- b) Any request for leave of four (4) days or less received after the selection period will be awarded on a first-come first-served basis if scheduling permits. Any such requests must be made at least four (4) working days in advance of the first day requested on leave.
- c) Leave time will not be approved for a particular vacation period prior to the last day of the respective

selection period.

- d) After the expiration of a particular sign-up period the City will attempt to use temporary transfers to accommodate subsequent leave requests. Supervisory staff will make every effort to return employee leave request forms as soon as possible to the requesting employee.
- e) In the case of emergencies or because of special circumstances, at the discretion of an employee's Division Head, the five (5) day limit and/or the advance notice periods may be waived.

Accepted on behalf of the Union

by Douglas H. Buchanan  
Dated: 7/28/99

Accepted on Behalf of the City

by William R. Gray  
Dated: JULY 28, 1999

Memorandum of Understanding (Punctuality)

Memorandum of Understanding (Punctuality)

Confirming certain understandings reached in negotiations, the City of Urbana and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 agree as follows:

Employees, other than Police Department Support Services Clerks, will be awarded one hour off for each quarter in which they are not tardy in reporting at the beginning of their shift or in returning from lunch, so long as the employee has not been disciplined for tardiness or absenteeism during the calendar year. The time off will be taken on the afternoon of the last working day before the Christmas holiday.

For every sign-up time period, in its entirety, that a Support Services Clerk is not tardy for work, the City agrees to credit that Clerk two (2) hours of compensatory time or pay, so long as the Clerk has not been disciplined for tardiness or absenteeism at any time during the calendar year. The two hours of clerk incentive per sign up period shall not count toward the clerk's total accumulated compensatory time.

Accepted on behalf of the Union

Accepted on Behalf of the City

by Douglas H. Buchanan

by William R. Gray

Dated:

Dated: July 28, 1999

Memorandum of Understanding (Returns to Former Positions Pursuant AFSCME Contract Section 7.4)

MEMORANDUM OF UNDERSTANDING REGARDING RETURNS TO FORMER POSITIONS PURSUANT TO AFSCME CONTRACT SECTION 7.4

Returns to Former Positions pursuant to Section 7.4 after a successful job bid shall be governed by the following:

The notice from the employee to return to the former position must be in writing and must be delivered to the employee's current division head on or before 4:00 o'clock p.m. on the 30<sup>th</sup> calendar day from the date the employee started the new position, including the first day the employee was in that position. If the 30<sup>th</sup> day falls on a Saturday or Sunday, or official City holiday, the deadline is 4:00 o'clock p.m. on the first subsequent day that is not a Saturday, Sunday, or official City holiday."

A.F.S.C.M.E. Council 31, Local #1331 CITY OF URBANA, ILLINOIS

By: Jim Dil

By: William R. Gray

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**APPENDIX "E" AGREEMENT ON PRODUCTIVITY INCENTIVE PLAN**

It is the intent of the Employer to recognize the significant cost-saving ideas of the employees. A cost-saving idea is when someone:

1. achieves results that provide greater revenue for the City,
2. implements a new system or procedure that enhances productivity or improves the quality of the service provided, or
3. performs a task outside one's duties and responsibilities that results in less cost to the City than if it were contracted out or performed by someone else.

Recognition for a significant cost-saving idea would be made by the Division Manager with approval of the Department Head. Paid time off would be the reward for a significant cost-saving idea.

For the City of Urbana

For the Union

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

**APPENDIX "F" PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS**

- A. **Filing an Objection.** An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.
- B. **Review Step One.** Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.
- C. **Review Step Two.** Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency.
- D. **Segregated Funds.** Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause or direct such contested amount to be placed in an interest-bearing escrow account at the then-prevailing rate. Any additional so contested amounts, collected while the objection is in process shall be similarly directed to such account and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
- E. **Rebates.** In the event that the Union determines or the Illinois State Labor Relations Board directs a reduction in the proportionate share payments, the Union shall notify the City to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

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**APPENDIX "G" - INSURANCE COMMITTEE AGREEMENT**

**Joint Labor / Management Insured Benefit Committee Agreement**

**I. Introduction**

The parties to this Agreement have agreed to participate in negotiations as members of the Joint Labor / Management Insurance Committee (the "Committee") for the purposes of negotiating the plan provisions and

funding of the City's medical, dental, and vision insurance plans ("insured benefits"). The parties understand and agree that Committee participation represents the most effective means to develop and implement cost containment approaches for the management of the City's insured benefits, while providing quality benefits to employees and their covered dependents.

The City and each signatory Union agree to the format for funding and negotiating plan provisions to meet the budgetary constraints imposed by anticipated costs associated with providing insured benefits to both represented and unrepresented, benefits-eligible City employees. The Committee, comprised of the City's employees represented by an exclusive representative, the City's unrepresented employees, and the City's administrative staff, agrees to develop, maintain, and make periodic changes to the City's insured benefit plan(s) in a collaborative fashion as outlined under this Agreement.

Having bargained in good faith, the signatory parties agree as follows:

## **II. General Terms**

A. *Scope of Agreement:* This Agreement shall apply to all unrepresented City employees and all employees whose exclusive bargaining representative is a signatory to this Agreement.

B. *Insured Benefits Upon Adoption of Agreement:*

1. Each of the Parties agrees to the terms and conditions of the insured benefits outlined in Exhibit 1, attached hereto. Exhibit 1 reflects all current insured benefits. This agreement supersedes any conflicting provisions of any collective bargaining agreement between any of the signatory unions and the City.
2. The insured benefits set forth in Exhibit 1 will continue unless and until the Committee modifies the insured benefit plan(s) under the procedures in this Agreement. Notwithstanding the terms of this Agreement, any provision of any insured benefit plan that is prohibited, subject to mandatory modification, or otherwise subject to revision as a matter of law, all necessary revisions to the insured benefit plans shall be made as required by applicable law.
3. The provisions of the insured benefits outlined in Exhibit 1 may be modified upon a two thirds (2/3) vote of the total number of members of the Committee and approval by the City and, if necessary (i.e., budget and/or contract approval), by the City Council. Each party shall have the right to discuss all proposed changes with its respective constituent members and seek their input prior to any final vote.

C. *Scope of Each Signatory Party's Authority:* Each party has the full authority of its governing board, membership, local union, international union, and or whatever group or subgroup within its structure that would have the ultimate authority to enter into this Agreement. Each of the signatory parties represents and warrants to each other as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement.

1. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues arising under or relating to the insured benefit plans including, but not limited to:
  - i. Health plan design and benefit levels;
  - ii. Deductibles;

- iii. Co-pays and out-of-pocket costs;
- iv. Premium levels;
- v. Premium sharing;
- vi. Participant eligibility and general coverage.

2. Until dissolved, this Committee shall serve as the sole and exclusive venue for the City and each signatory union to collectively bargain insured employee medical benefits. Any disputes regarding the benefit programs negotiated through this Committee shall be subject to the dispute resolution process provided for herein.

D. *Scope of Committee's Authority:* The Committee, at least sixty (60) days in advance of the annual insured benefits enrollment deadline, shall:

- 1. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City regarding the procurement and administration of fiscally responsible insured benefit plan(s);
- 2. Facilitate the development of educational programs and participant communication regarding the City's insured benefit plans and any changes applied upon annual renewal; and
- 3. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City regarding other initiatives intended to incentivize insured benefit plan participants to live healthier lifestyles and to choose healthcare options that are more effective and produce better results (e.g., wellness programs/initiatives, process changes, plan design changes, cost sharing changes, etc.). The parties agree that a strong program to promote wellness of insured benefit plan participants is important to both improve quality of life for plan participants and control the cost of providing insured benefits. The Committee agrees any recommendation will include a proactive wellness program.

E. *Compliance with State, Federal, and Local Law:* It is agreed and understood that the City, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government including, but not limited to, requirements for bidding and contracting for the provision of goods and the rendition of services, compliance with equal employment opportunity and affirmative action requirements applicable to the City or any other party.

F. *Committee Composition:* The Committee shall be composed of eleven (11) regular and five (5) alternate members appointed by the parties as follows

- 1. Each signatory Union shall each select two (2) regular Committee members and one (1) alternate as representatives of each Union;
- 2. The Benefit Coordinator, Human Resources Manager, and Assistant Human Resources Manager shall constitute the three (3) regular members of the Committee

and these individuals can select one (1) alternate representative if one of them is unable to attend a; and

3. The City shall select two (2) non-union employees to serve as members of the Committee and one (1) alternate as representatives of the City's non-union employees.
4. The City's Human Resources Manager shall serve as the Committee's chair.

G. Term of Appointment: Committee members and alternates shall serve for a three (3) year term, unless replaced at the discretion of the appointing party. Recognizing the need for stability, each of the parties and participating groups agree, to the extent practicable, to maintain the same representatives and alternates for the term of this Agreement.

1. Recognizing the importance of the Committee's business, meeting attendance is mandatory. Committee members shall not be absent from more than two (2) scheduled meetings per calendar year, excluding emergencies. The City shall schedule such meetings during business hours and will pay overtime to others, if necessary, so that the regular members of the Committee can attend the scheduled meeting.
2. If it becomes necessary to permanently replace a designated representative, the affected party will notify the Committee's chair in writing as soon as practicable and not less than five (5) days prior to any regular Committee meeting.

H. Internal Governance: The Committee shall determine its own internal structure, including arrangements for subcommittees and chairpersonship of the Committee and any designated subcommittees. Both labor and management shall be represented by co-chairs and within the membership of all subcommittees.

I. Meetings: The Committee shall meet on a bi-monthly basis or more frequently as needs require. A special meeting of the Committee shall be called upon the demand of any three (3) of the regular members submitted in writing to the Committee's chairs.

1. Meetings shall be called with a minimum of five (5) working days written notice to the members.
2. A quorum for any meeting shall exist when all regular committee members are in attendance.
3. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the Committee who are employees and who are on duty or scheduled to work during the time of any Scheduled Committee meeting shall be granted time off with pay to attend Committee and subcommittee meetings, but shall provide his/her immediate supervisor with notice of his/her need to be absent from work at least forty-eight (48) hours in advance of each meeting.

J. Reports of Committee Business: The Committee's chairs shall report the activities of the Committee to the City on a monthly basis in either closed or open session, depending on the nature of the

report. Recommendation to the City: No later than the second Monday of September each year, the Committee's chairs shall present the Committee's recommendation to the City regarding the insured benefit plan or plans for adoption with respect to the ensuing insured benefit plan year.

1. If the City declines to adopt the Committee's recommendation, the City shall provide the Committee with a specific list of reasons why the plan or plans recommended by the Committee were not acceptable. Thereafter, the Committee shall meet to address the issues underlying the decision to decline to adopt the Committee's recommendation.
2. In the event that, after reasonable effort, the Committee is unable to reach agreement on recommended insured benefit plan(s), the Committee may be dissolved upon a majority of regular voting Committee members providing written notice of intent to withdraw from participation to the Committee's chairs.
  - i. If a less than a majority of Committee members seek to dissolve the Committee, the Committee shall continue to function in accordance with this Agreement.
  - ii. In the event the Committee is dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the insured benefit plans in place at the time of dissolution shall remain unchanged.

K. Resolution of Disputes Arising under the Agreement: The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them that cannot be resolved after good faith conciliation efforts, it shall be submitted to binding arbitration under the Illinois Uniform Arbitration Act. This dispute resolution procedure shall not be applicable to disputes arising from the decisions of the City regarding the adoption of the Committee's recommendation(s). Disputes relating to the operation of any insured benefit plan, any individual claims under an insured benefit plan, or any other disputes arising under any insured benefit plan shall continue to be resolved under the dispute resolution mechanisms provided under the terms of the plan(s) at issue. For the purpose of this Section the parties will be one (1) representative of the signatory Unions and a representative of the City.

1. To select an arbitrator, the parties to the dispute shall jointly request a statewide panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. In addition, each party shall receive the right to strike one entire list. Within thirty (30) days of receiving the panel list, the parties to the dispute shall use an alternating strike process until only one arbitrator's name remains. A coin toss shall be used to determine which party shall strike from the list first. The parties will then jointly notify the arbitrator regarding his or her selection. A hearing will be scheduled for a date, time, and location mutually agreeable to the parties.
2. The parties agree to attempt to arrive at a joint stipulation of facts and issues submitted to the arbitrator. The parties have the right to request that the arbitrator require the presence of witnesses and the production of reasonable and necessary documents under subpoena. City employees called to testify at the arbitration shall be released from work without loss of pay or benefits. All arbitration hearings shall

be recorded by a stenographer and a copy of the stenographic transcript shall be provided to the parties and the arbitrator as soon as practicable after the hearing.

3. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.
4. The arbitrator's award shall be reduced to writing and circulated to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later.
5. Fees and expenses of the arbitrator and the stenographer shall be shared equally by the parties. Each party shall be responsible for the cost of purchasing its own copy of the transcript, but shall share the cost of providing a copy of the transcript to the arbitrator.

L. Termination and Renewal: This Agreement shall remain in full force and effect for a period of three (3) years of the date of execution. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves written notice of their wish to modify or terminate this Agreement on each other party not more than sixty (60) but not less than thirty (30) days prior to the expiration date.

1. In the event such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If not agreement can be reached within one hundred and twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution of the dispute. If the parties fail to negotiate a successor to this Agreement with the assistance of a FMCS mediator, the parties may then pursue interest arbitration to resolve any matters upon which genuine impasse has been reached. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties.
2. If the Committee is ever dissolved, any union that is a signatory to this Agreement may demand to bargain over the issue of insured benefits. Until the outcome of such negotiations is determined and until any applicable impasse resolution procedure is complete, the insured benefits shall remain unchanged as of the date of the Committee's dissolution.