

ORDINANCE NO. 7778-43

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN  
THE CITY OF URBANA AND LOCAL 1331, AMERICAN  
FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, AFL-CIO, COUNCIL 990 FOR THE  
TERM BEGINNING JULY 1, 1977

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois (hereinafter referred to as the "City") and Local 1331, American Federation of State, County, and Municipal Employees, AFL-CIO, Council 990 (hereinafter referred to as the "Union") have met for the purpose of negotiating in good faith a contract for the term beginning the 1st day of July, 1977; and

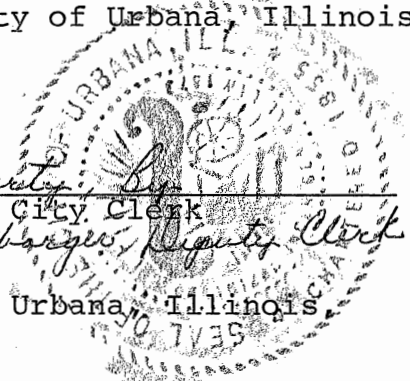
WHEREAS, the City Council of the City of Urbana, Illinois and the members of the Union have heretofore each expressed approval of said negotiated contract.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Agreement between the City of Urbana, Illinois and Local 1331, American Federation of State, County, and Municipal Employees, AFL-CIO, Council 990 for the term beginning July 1, 1977, a copy of which said Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to sign and execute said Agreement for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council of the City of Urbana, Illinois, this 5th day of December, 1977.

  
Duane Eckerty  
Duane Eckerty, City Clerk  
Suevely Ambreyer, Deputy Clerk

APPROVED by the Mayor of the City of Urbana, Illinois, this 14th day of December, 1977.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

7778-43

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 7778-43 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens, City Clerk

Date

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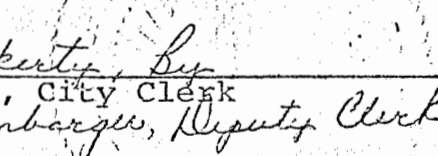
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Duane Eckerty, City Clerk  
Dwight Umbarger, Deputy Clerk

APPROVED by the Mayor of the City of Urbana, Illinois, this 14th day of December, 1977.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

AGREEMENT

THIS AGREEMENT, entered into this 15<sup>th</sup> day of December, 1977, between the CITY OF URBANA, ILLINOIS (hereinafter referred to as the "City") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 990, LOCAL 1331 (hereinafter referred to as the "Union"):

PREAMBLE

The City has voluntarily 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 City to retain the right to operate the City effectively in a responsible and efficient manner and insofar as such practices and procedures are consonant with the paramount interests of the City and its residents; it being the intent of the parties to promote fair relations between the City 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 represents a majority of the employees in the appropriate 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 Recognition and Appropriate Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time employees in the Public Works Department (including foremen), Light Department, Municipal Collector's Office, and all non-uniformed permanent, full-time employees in the Police and Fire Departments. Excluded from recognition are all appropriate management, supervisory and appointed personnel together with all probationary personnel in those departments, including, but not limited to, the Director and Assistant Director of

Public Works, the City Engineer, the City Electrician, the City Arborist, the Assistant Electrical Inspector/City Electrician, the Superintendent of Buildings and Grounds, the Director of the Civic Center the Supervisors of the Sewer, Street, and Mechanical Sections of the Public Works Department, Engineering Technicians, Engineer I's, Arbor Designer, Supervising Clerk-Cashier, employees in the City Clerk's Office and the secretaries (Clerk-Typists and Clerk-Stenographers) to all Department and Division Heads (limited to one (1) each). Also excluded are the Senior Account Clerks and all employees included in other recognized bargaining units.

Section 1.2 Non-Discrimination.

(a) Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or nonmembership.

(b) In accordance with applicable law, neither the City nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, or political affiliation.

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 City agrees to deduct from such employee's pay uniform Union dues. The Union will notify the City 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 Indemnification.

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

ARTICLE III  
MANAGEMENT RIGHTS

Section 3.1 Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City'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 City; 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 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, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2 No Lockout.

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

ARTICLE V  
GRIEVANCE PROCEDURE

Section 5.1 Definitions.

(a) Grievances Subject to Arbitration. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the City involving as to him/her the meaning, interpretation or application of the express provisions of this Agreement.

(b) Disputes Not Subject to Arbitration. Other disputes or differences of opinion raised 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 Sections 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.

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) business days after the employee, through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

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 settled on the basis of the City's last answer. If the City 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 City 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.

Section 5.3 Procedure.

A grievance shall be processed in the following manner:

Step 1: Any employee, with or without his/her Steward (or in his/her absence, his/her designated alternate), who has a grievance shall submit it to the Supervisor so designated in writing for this purpose by the City. A copy of such written designation shall be provided to the Union. No adjustment shall be reached without the Steward that may be inconsistent with this Agreement. The Supervisor shall give his/her oral answer within three (3) business days after such presentation

Step 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the 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 City's answer in Step 1, and shall be signed by both the employee and the Union Steward. The Director of Public Works or 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. If no settlement is reached, the Director of Public Works, or the appropriate Department Head or his/her representative, shall give the City'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 to the Administrative Officer, or his/her designated representative, within five (5) business days after the City'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 held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Administrative Officer, or his/her representative, and the Union. If no settlement is reached, the Administrative Officer, or his/her designated representative, shall give the City'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) working days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) working 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 City 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 his/her selection by a joint letter from the City and Union representatives, requesting that he/she set a time and a place, subject to the availability of the City and Union representatives. All arbitration hearings shall be held in Urbana, Illinois (unless the parties mutually agree otherwise).

(b) The arbitrator shall have no right to amend, modify, nullify, 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 City 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 City 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 fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, 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 City, and, further, that employees covered by 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 Procedure.

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, except for bargaining unit personnel in the Fire Department, whose normal workweek shall consist of fifty-six (56) hours when averaged over a three (3) week period.

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, except for bargaining unit personnel in the Fire Department whose normal workday shall consist of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) hours of off-duty.

Section 6.4 Shifts.

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

- (1) Except for employees noted below:

7:00 a.m. to 4:00 p.m.;

- (2) For dispatchers (communication clerks) in the Fire Department:

7:00 a.m. to 7:00 a.m. the following day;

- (3) For clerk-cashiers in the City Building, account clerks, and animal wardens:

8:00 a.m. to 5:00 p.m.;

- (4) For clerk typists working in the Police Department:

7:00 a.m. to 4:00 p.m., or  
6:00 a.m. to 3:00 p.m., or  
3:00 p.m. to 12:00 a.m., or  
8:00 a.m. to 5:00 p.m.;

- (5) For dispatchers working in the Police Department:

11:00 p.m. to 7:00 a.m., or  
7:00 a.m. to 3:00 p.m., or  
3:00 p.m. to 11:00 p.m.

(If a half-hour lunch is taken away from the employee's desk, the employee shall start fifteen (15) minutes earlier and leave fifteen (15) minutes later than the times set forth above.)

(b) An employee whose shift extends from one (1) calendar day into another or who works overtime 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 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, notice of such change shall be given to the Union as far in advance as is reasonably practicable.

If new shifts, workdays, or hours are permanently established, the City shall give consideration to assignment requests of employees. 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.

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 for dispatchers in the Fire Department, who shall accrue overtime for all hours worked in excess of fifty-six (56) hours per week averaged over a three-week period, or twenty-four (24) hours per day.

Section 6.7 Distribution of Overtime Work.

(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. It is further agreed that overtime work will normally be distributed among those qualified employees who normally perform the work.

(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 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 credited overtime hours of the like qualified employee then having the maximum number of overtime hours to his/her credit for the most previous thirty (30) days.

(c) A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly. The City 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. Where it is determined that an employee has not received overtime for which he is entitled, that employee shall have preference to future weekly overtime work until reasonable balance is reestablished.

(d) The City 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 6.8 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 City may assign overtime to any employee starting with the least senior of such employees.

#### Section 6.9 Compensatory Option.

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 twenty-four (24) hours. Provided, it is expressly understood that compensatory time off must be taken in increments of no more or less than four (4) full hours at a time and that the right to schedule compensatory time off is reserved to the appropriate Department Head or his/her designee in order to provide for the effective operation of that department.

Section 6.10 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 six (6) 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 may be laid off, discharged, or otherwise disciplined at the sole discretion of the City.

Section 7.3 Seniority Principle.

In all cases of promotions, demotions, layoffs when working 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.

Whenever a permanent job vacancy develops or is expected to develop in the bargaining unit, the job will be posted in a location designated by the City for ten (10) days, exclusive of Saturdays, Sundays, and holidays, for bid by an employee in the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the City shall select the successful applicant in accordance with the

seniority principles set forth in Section 7.3 of this Article. Any employee who accepts a new position in accordance with the provisions of this Section and fails to demonstrate his/her ability to perform the work involved shall be retransferred to the job classification which he/she vacated, displacing the employee, if any, who replaced him/her, without loss of seniority. Nothing contained in this Section shall prevent the City 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 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 three (3) month period.

Section 7.5 Consolidation or Elimination of Jobs.

Nonprobationary employees displaced by the elimination of jobs through job 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.

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 7.7 Temporary Transfers.

For the efficient and economical operation of the City, the City may transfer any employee temporarily from any classification to any other job classification to fill a temporarily existing opening. When any such temporary transfer is one to the position of foreman which is expected to exceed ten (10) working days, or, when any such temporary transfer is one to a job having a higher classification other than the position of foreman which is expected to exceed twenty (20) working days, 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 in writing shall receive, as minimum compensation for the 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 temporarily appointed 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 City; 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 City may grant an extension of time to report if the employee has a justifiable reason for delay; 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 may 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 City will furnish the Union with an up-to-date seniority list.

ARTICLE VIII  
WAGES AND BENEFITS

Section 8.1 Salaries.

Salaries shall be paid according to Exhibit "B" attached hereto and made a part of this Agreement.

Section 8.2 Longevity Pay.

Longevity pay shall be paid according to Exhibit "C" 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
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The City shall determine the actual day on which Veteran's Day and Memorial Day are to be celebrated.

Section 9.2 Holiday Pay.

(a) 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. 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).

(b) With respect to bargaining unit personnel working in the Fire Department, whether or not said employee is scheduled to work on the above-named holidays, he/she shall receive an additional 11.2 hours of straight time pay per holiday based on the employee's regular hourly rate.

(c) With respect to bargaining unit personnel working at the Police Department, whether or not said employee is scheduled to work on the above-named holidays, he/she shall receive an additional eight (8) hours of straight time pay per holiday based on the employee's regular hourly rate.

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 payment under this Section.

(b) Clerk-typists and dispatchers working in the Police Department who are not scheduled to work on the above listed holidays but who otherwise meet the eligibility requirements set forth in Section 9.3 shall receive holiday pay.

Section 9.4 Holiday During Vacation.

Except for an employee covered by Section 9.2(c) above, 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 City for a period of at least one (1) year shall receive paid vacations during each year, calculated as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year through 5 years	12 days
6 years through 9 years	15 days
10 years through 19 years	20 days
20 years or more	25 days

(b) Employees who are included in (a) above who have been employed by the City 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.

(c) Personnel covered by this Agreement whose normal workday consists of twenty-four (24) consecutive hours, and whose normal workweek consists of fifty-six (56) hours when averaged over a three (3) week period on a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty, shall receive paid vacations according to the following schedule:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year through 5 years	6 duty days
6 years through 9 years	7 duty days
10 years through 19 years	10 duty days
20 years or more	12 duty days

(d) Employees who are included in (c) above, who have been employed by the City for a period of less than one (1) year shall accrue one-half (1/2) duty day for each month of employment to a maximum of five (5) duty days. The accrual shall start with the first day of full-time employment and that shall be the starting anniversary date of full-time employment.

#### Section 10.2 Eligibility Requirements.

(a) In order to be eligible for vacation pay, an employee must have worked a minimum of 1,800 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 bona fide 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 1,800 hour minimum due to legitimate illness which exceeds their accumulated sick leave or an approved unpaid leave of absence shall receive pro-rata 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 their relative length of continuous service. If the orderly performance of the services provided by the City makes it necessary to limit the number of or prohibit any employees from taking vacation at a particular time, the employee with the greater seniority shall be given his/her choice of vacation period.

Section 10.4 Vacations Do Not Accumulate.

Vacations shall be taken during the year allowed and shall not accumulate. Employees who do not request a vacation period prior to the end of the ninth (9th) month (of the vacation year) shall be scheduled for a vacation by the City. The vacation shall be scheduled within the three (3) months remaining in the year.

Section 10.5 Vacation Rights in Case of Separation.

Any employee who is separated from employment with the City for any reason other than for just cause shall be paid for any unused vacation at the time of separation.

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 leave 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 and 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.

(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, shall be credited with 68.6 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.

(b) Persons covered by this Agreement whose normal workday consists of twenty-four (24) consecutive hours and whose normal workweek consists of fifty-six (56) hours when averaged over a three (3) week period on a schedule of twenty-four (24) hours on duty immediately followed by forty-eight (48) hours off duty shall be credited with ninety-six (96) hours sick leave on their starting anniversary date. After completion of one (1) calendar year of full-time employment, an employee shall accumulate 11.2 hours of sick leave per month.

Sick leave may be accumulated with no maximum. 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 City 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".

For employees cited in (a) above, in order to be eligible to receive sick leave benefits as above specified, an employee returning to work shall, upon request, present to the Department Head or his/her designee, a certificate from a reputable physician stating that he/she personally treated said employee for the sickness which kept him/her from work and that the employee is fit to return to work. The provisions of this paragraph shall not apply to an employee who is absent from work four (4) scheduled workdays or less. In all such cases where the employee is absent four (4) scheduled workdays or less,

the Department Head or other person designated by the Department Head may investigate said absence on the first day thereof and submit a report as to whether the employee is sick and thus unable to perform the duties of his/her employment. If the report is approved by either the Department Head or his/her designee, then the employee shall be entitled to sick leave pay in accordance with the paragraph (a) above on the day or days when he/she would have otherwise been scheduled to work but for his/her sickness. Sick leave shall be charged only for the hours the employee otherwise would have been scheduled to work but for his/her sickness.

For those employees cited in (b) above in order to be eligible to receive sick leave benefits as above specified, an employee returning to work must present to the Department Head or his/her designee a certificate from a reputable physician, stating that he/she personally treated said employee for the sickness which kept him/her from work. The provisions of this paragraph shall not apply to an employee who is absent from work two (2) scheduled workdays or less. In all such cases where the employee is absent two (2) scheduled workdays or less, the Department Head or other person designated by the Department Head may investigate said absence on the first day thereof and submit a report as to whether the employee is sick and thus unable to perform the duties of his/her employment. If the report is approved by either the Department Head or his/her designee, then the employee shall be entitled to sick leave pay in accordance with paragraph (b) above on the hours or days when he/she would have otherwise been scheduled to work but for his/her sickness or injury. Sick leave shall be charged only for the hours the employee otherwise would have been scheduled to work but for his/her sickness or injury.

In addition to the above, the City may require an employee to undertake a physical examination by a reputable physician at the City'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.

Any employee covered by this Agreement, who has completed twenty (20) years of service with the City, or who has been retired as the result of a disability, shall, upon retirement or resignation from the City, receive payment for accumulated sick leave in an amount equal to ten percent (10%) 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.

Section 11.3 Funeral 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) consecutive days for the purpose of attending the funeral. At the sole discretion of the City, 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 therefor.

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 service and of the amount of pay received therefor.

Section 11.6 Miscellaneous Leaves.

(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 City. 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. 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 provided in part (2) above, the City 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 City 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 City 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).

ARTICLE XII  
INSURANCE

Section 12.1 Group Insurance.

The City shall pay the full cost of the premium for the group hospitalization plan currently in effect for each employee covered by this Agreement.

Section 12.2 Right to Select Carrier.

(a) The benefits provided for herein shall be provided through a self-insured 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 nonprofit 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 City and the insurance company.

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

### ARTICLE XIII GENERAL PROVISIONS

#### Section 13.1 Gender.

All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

#### Section 13.2 Uniforms.

The City shall continue to provide uniforms to employees presently required to wear them. Any bargaining unit employee who is not presently required to wear a uniform who is required to do so in the future shall receive a fifty-dollar (\$50.00) allowance for said purpose.

#### Section 13.3 Rules and Regulations.

Upon written request by the Union, the City agrees to meet at a mutually agreeable time and place with the Union to discuss the application or modification of new or existing rules and regulations. The City agrees that an allegation of arbitrary, capricious or discriminatory application of its rules and regulations shall be subject to the grievance procedure. The City shall not discipline or discharge any employee without just cause.

#### Section 13.4 Bulletin Boards.

The City agrees to furnish and maintain suitable bulletin boards in convenient places in work area to be used by the Union for official Union business. A copy of all posted material shall be provided to the Administrative Officer and signed by the appropriate Union officer. Any such material, the copies of which have not been

so provided to the Administrative Officer, may be removed by the City 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.

Whenever any employee is assigned to stand-by duty, the City shall pay any such employee so assigned to stand-by duty the minimum sum of Twenty-five Dollars (\$25.00) for each full two-week payroll period of such assigned stand-by duty. For the purpose of this section, stand-by duty is defined as the ability of the City to contact an employee, either by phone or otherwise, for the purpose of immediately responding to and performing any required task. Stand-by assignments shall not be made by the City in increments of less than two-week, payroll periods.

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-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 City.

Section 13.8 Precedence of Agreement.

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

ARTICLE XIV  
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 supercede the conflicting provision without affecting the remainder of the provisions of this Agreement.

ARTICLE XV  
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 City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or 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 XVI  
TERMINATION

This Agreement shall be effective as of the 1st day of July, 1977, and shall remain in full force and effect until the 30th day of June, 1978. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) 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 thirty (30) 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 matter 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 15th day of December, 1977.

CITY OF URBANA, ILLINOIS

By: Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

ATTEST:

Duane Eckerty, By  
Duane Eckerty, City Clerk  
Beverly Amburge, Deputy Clerk

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO,  
COUNCIL 990, LOCAL 1331

By: James Kellogg  
President

James D. Griffin  
Vice President

Luis L. Roney  
Secretary

APPENDIX "A"

Authorization for  
Checkoff of Union Dues

I hereby authorize the City of Urbana to deduct from my pay the uniform dues of American Federation of State, County and Municipal Employees, AFL-CIO Council 990, 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 City, whichever date occurs sooner.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX "B"

Effective July 1, 1977, through and including June 30, 1978, 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 positions except dispatchers in the Fire Department which is based upon 2,912 hours per year) shall be as follows:

<u>Position*</u>	<u>Annual Base</u>	<u>Hourly</u>
Foreman	\$12,740	6.126
Electrician II	12,740	6.126
Mechanic	12,328	5.927
Equipment Operator	11,917	5.730
Electrician I	11,917	5.730
Auto Service Person	11,917	5.730
Arbor Technician	11,917	5.730
Animal Control Warden	11,529	5.543
Maintenance Worker	11,141	5.357
Meter Maintenance Person	11,141	5.357
Custodian	9,148	4.399
Account Clerk	9,444	4.541
Clerk Typist	8,580	4.126
Dispatcher (Police Department)	8,580	4.126
Dispatcher (Fire Department)	8,580	2.946
Cashier	8,580	4.126

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

APPENDIX "A"

Authorization for  
Checkoff of Union Dues

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\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX "B"

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\*The base salary for a probational employee as defined by Section 7.2 of this Agreement shall be \$600.00 less than the annual base 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. Such longevity pay shall accumulate and be paid at a rate of two percent (2%) of the annual base salary so established for each two (2) years of that employee's continuous full-time service, but in no event shall such longevity pay exceed a cumulative maximum of ten percent (10%) of the annual base salary so established for that employee in any given year except for those employees for whom a higher percentage of longevity pay already became vested as of the 3rd day of April, 1974. Longevity pay shall be considered part of an employee's total maximum salary for all purposes except for the computation and payment of overtime pay.