

ORDINANCE NO. 7778-8

AN ORDINANCE AMENDING ORDINANCE NO. 7677-115,
ENTITLED, "AN ORDINANCE APPROVING AN AGREEMENT
BETWEEN THE CITY OF URBANA, ILLINOIS AND THE
URBANA LODGE #70 OF THE FRATERNAL ORDER OF POLICE"

WHEREAS, the City Council, by Ordinance No. 7677-115, which was passed on June 20, 1977 and approved on June 27, 1977, approved an Agreement between the City of Urbana, Illinois (hereinafter "City") and Urbana Lodge #70 of the Fraternal Order of Police (hereinafter "Lodge") for the term beginning July 1, 1977; and

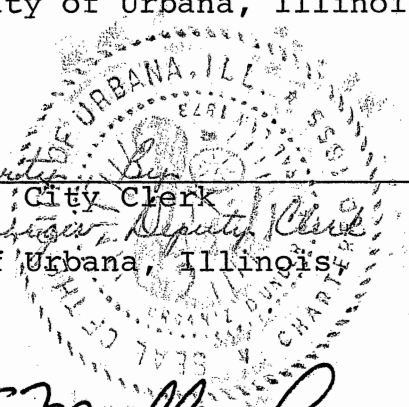
WHEREAS, both the City and the Lodge now believe it to be in their respective mutual interests to modify in part said Agreement before the same is formally executed.

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 Urbana Lodge #70 of the Fraternal Order of Police for the term beginning July 1, 1977, as modified by the substitution of new pages 4, 5 and 6 of said Agreement, a copy of which said pages are attached hereto and hereby incorporated by reference, be and the same is hereby approved as so modified.

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

PASSED by the City Council of the City of Urbana, Illinois, this 18th day of July, 1977.

A circular seal of the City of Urbana, Illinois, featuring the text "CITY OF URBANA, ILLINOIS" around the perimeter and "1878" in the center. The seal is partially obscured by the signature of Duane Eckerty.
Duane Eckerty
Duane Eckerty, City Clerk
Beverly Ambrose Deputy Clerk

APPROVED by the Mayor of the City of Urbana, Illinois, this 26th day of July, 1977.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

- 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 appropriate Police Captain within three (3) business days after the Lieutenant or designated City representative's answer in Step 1 and shall be signed by both the employee and Lodge official. The Police Captain, or his/her representative, shall discuss the grievance within five (5) business days with both the employee and the Lodge official at a time mutually agreeable to the parties. If no settlement is reached, the Police Captain, or his/her representative, shall give the City's written answer to the Lodge within three (3) business days following their meeting.
- Step 3. If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Police Chief within three (3) business days after the designated Police Captain's answer in Step 2 and shall be signed by both the employee and the Lodge official. The Police Chief, or his/her representative, shall discuss the grievance within five (5) business days with the Chairperson of the Lodge Grievance Committee at a time mutually agreeable to the parties. If no settlement is reached, the Police Chief, or his/her representative, shall give the City's written answer to the Lodge within three (3) business days following their meeting.
- Step 4. If the grievance is not settled in Step 3 and the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Administrative Officer, or his/her designated representative, within three (3) business days after the City's answer in Step 3. A meeting between the Administrative Officer, or his/her representative, and the Chairperson of the Lodge 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 to writing and signed by the Administrative Officer, or his/her representative, and the Lodge. If no settlement is reached, the Administrative Officer, or his/her representative, shall give the City's written answer to the Lodge within ten (10) business days following the meeting.

Section 5.2 Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Lodge may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 4. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. 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 City and the Lodge shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Lodge requesting that he/she set a date and time for the hearing, subject to the availability of the City and Lodge representatives. All arbitration hearings shall be held in Urbana, Illinois, (unless the parties mutually agree otherwise).

Section 5.3 Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a recommendation with respect to the specific issue submitted to him/her in writing by the City and the Lodge, and shall have no authority to make a recommendation on any other issue not so submitted to him/her. 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. The arbitrator shall submit in writing his/her recommendation 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 finding 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 binding.

Section 5.4 Expenses of Arbitration. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Lodge; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.5 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the first 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 Lodge 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 Lodge representatives involved in each step. The term "business days" as used in this Article shall mean the days Mondays through Fridays, excluding holidays.

Section 5.6 Civil Service Commission. Disciplinary suspensions of more than five (5) days, subsequent suspensions within a six-month period, and terminations shall be subject to the exclusive jurisdiction of the Civil Service Commission and shall not be subject to the grievance and arbitration provisions of this Agreement. Other disciplinary actions may be grieved in accordance with the grievance and arbitration provisions of this Agreement. Grievances involving disciplinary suspensions of five (5) days or less may be filed at Step 2.

ARTICLE VI SAFETY AND HEALTH

Section 6.1 Safety. In accordance with applicable law, the City will make reasonable provisions for the safety of the employees covered by this Agreement. In addition, it is the intent of the City to insure that reasonable provisions be made for the maintenance and operation of vehicles and equipment in order to provide for the safety of employees and the citizens of the City of Urbana.

Section 6.2 Health. The City shall pay the full cost of a physical examination taken by an employee at the direction of the City. The City reserves the right to select the physician and facility at which the physical examination is to be taken.

ARTICLE VII GENERAL PROVISIONS

Section 7.1 Training. The City is committed to the principle of training for all commissioned police officers. Said training shall be scheduled by the Chief of Police insofar as it does not interfere