

ORDINANCE NO. 7879-53

AN ORDINANCE APPROVING AN AGREEMENT
BETWEEN THE CITY OF URBANA AND URBANA LODGE #70
OF THE FRATERNAL ORDER OF POLICE
FOR THE TERM BEGINNING JULY 1, 1978

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois (hereinafter referred to as the "City") and Urbana Lodge #70 of the Fraternal Order of Police (hereinafter referred to as the "Lodge") have met for the purpose of negotiating in good faith a contract for the term beginning the 1st day of July, 1978; and

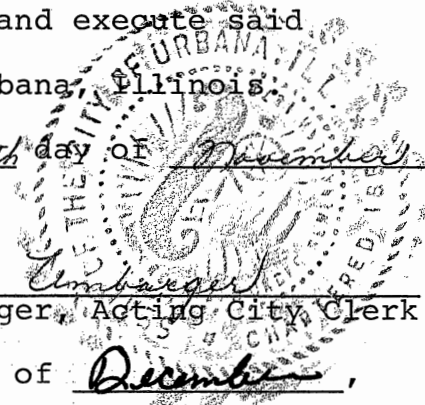
WHEREAS, the City Council of the City of Urbana, Illinois and the members of the Lodge have heretofore each expressed approval of said negotiated contract.

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 Urbana Lodge #70 of the Fraternal Order of Police for the term beginning July 1, 1978, 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 this 20th day of December, 1978.


Beverly Umbarger
Beverly Umbarger, Acting City Clerk

APPROVED by the Mayor this 6th day of December, 1978.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

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THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 7879-53 AND IS INCORPORATED THEREIN BY REFERENCE.

Beverly Umbarger, Acting City
Clerk

Date

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 1978, between the CITY OF URBANA, ILLINOIS (hereinafter referred to as the "City") and the URBANA LODGE #70 OF THE FRATERNAL ORDER OF POLICE (hereinafter referred to as the "Lodge");

W I T N E S S E T H:

WHEREAS, 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

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and other conditions of employment; to increase the efficiency and productivity of employees in the Police Department; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

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 hereby recognizes the Lodge as the sole and exclusive bargaining representative for all the full-time Police Officers, Corporals and Sergeants employed by the City, excluding the Police Chief, Captains, Lieutenants and all other employees of the City.

Section 1.2 Definitions.

The term "employee" or "employees" or "personnel" as used in the Agreement shall refer to those persons included in the bargaining unit.

The term "member" or "members" as used in this Agreement shall mean the same as "employee" or "employees".

The term "Lodge" as used in this Agreement shall mean "Urbana Fraternal Order of Police, Lodge #70".

The term "City" as used in this Agreement shall mean "The City of Urbana".

The term "immediate family" as used in this Agreement shall mean the employee or his/her spouse, mother, father, brother, sister, child or grandparents.

Section 1.3 Discrimination Prohibition.

In accordance with applicable federal, state and city laws, neither the City nor the Lodge shall unlawfully discriminate against any employee covered by this Agreement.

Employees covered by this Agreement as set forth in Section 1.1 of this Article shall have the right to join or refrain from joining the Lodge. The City and the Lodge agree not to interfere with the rights of employees to become or not to become affiliated with the Lodge and, further, that there shall be no discrimination or coercion against any employee because of Lodge membership or nonmembership.

ARTICLE II
DEDUCTION OF LODGE DUES

Section 2.1 Checkoff.

Upon receipt of a signed authorization from an employee in the form set forth in Appendix "A", the City agrees for the duration of this Agreement to deduct annual Lodge dues from such employee's pay. The Lodge will notify the City in writing of the amount of the uniform dues to be deducted. Deductions shall be made each year during two consecutive pay periods and shall be remitted, together with an itemized statement, to the Treasurer of the Lodge by the 15th day of the month following the month in which the deduction is made.

Section 2.2 Indemnification.

The Lodge 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.

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ARTICLE III
NO STRIKE

Section 3.1 No Strike.

Neither the Lodge 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 3.2 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 Lodge.

ARTICLE IV
MANAGEMENT RIGHTS

Section 4.1 Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct and control all the operations and services of the Police Department; 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 are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; and 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 V
GRIEVANCE PROCEDURE

Section 5.1 Definition and Procedure.

A grievance is a dispute or difference of opinion involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

- Step 1. Any employee covered by this Agreement who has a grievance shall submit it to the Lieutenant or individual who is designated for this purpose by the City; provided that said grievance shall be in writing and signed by both the aggrieved employee and the appropriate Lodge official. The Lieutenant or designated City representative shall give his/her written 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 grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the appropriate Division Commander 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 Division Commander, 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 Division Commander, 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 Division Commander'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

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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 occurrence of the event giving rise to the grievance or within five (5) 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 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 Exclusivity of Grievance Procedure.

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 with the needs of the City, to provide for the orderly performance of the services provided by the City. The Chief of Police shall use suitable methods to encourage the equitable distribution of training opportunities subject to the needs of the department. The Administrative Officer will periodically review the methods of determination and distribution of training opportunities.

Section 7.2 Residency Requirements.

During the term of this Agreement, the City will not initiate a reconsideration of the current residency requirements for employees covered by this Agreement.

Section 7.3 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 7.4 Rules and Regulations.

Upon written request by the Lodge, the City agrees to meet at a mutually agreeable time and place with the Lodge 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.

ARTICLE VIII
SENIORITY

Section 8.1 Definition.

The seniority of employees covered by this Agreement shall be based on their length of continuous service since their last date of hire.

Section 8.2 Probationary Period.

Each employee shall be considered a probationary employee for the first twelve (12) months of continuous service, after which his/her seniority shall date back to the last 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 8.3 Layoffs and Recalls.

In the event the City determines that a reduction in force is necessary, employees with the least seniority in the grade in the affected classification shall be laid off first. Employees laid off from the affected classification may replace the least senior employee in the next lower rated classification covered by this Agreement. Employees removed from any classification in accordance with these provisions may exercise their seniority in the same manner in the next lower rated classification and shall be considered the most senior individual in that classification covered by this Agreement, provided they can perform the work. Employees shall be recalled in the inverse order of layoffs, provided they are able to perform the work available.

Section 8.4 Termination of Seniority.

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

- (a) resigns or quits; or
- (b) is discharged; or
- (c) retires or is retired; or
- (d) is absent for three (3) consecutive days without notifying the City; or
- (e) is on layoff for six (6) months plus one (1) additional month for each year of service up to a maximum of twelve (12) months. Seniority shall accumulate during such absence; or
- (f) is laid off and fails to report to 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
- (g) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence;

provided, however, that an employee's seniority may be reestablished if the employee can show that extraordinary circumstances prevented his/her timely return.

Section 8.5 Shift and Days Off Sign Up List.

Seniority as defined in this Agreement shall be recognized as the basis of watch assignment. The exercise of seniority as provided by this Section shall be by grade and time in grade.

A. The Chief of Police shall post a watch assignment list twice each year, one (1) list to be posted during April to be effective June 1, and one (1) to be posted during October, to be effective December 1.

B. The watch assignment list will contain positions for all Operations Division personnel of the rank of Sergeant and below, excluding all probationary personnel.

C. All officers shall sign the list in order of seniority as determined by the provisions of Section 8.5.

D. The Chief of Police shall have the authority to place any officer with less than one (1) years time in grade to service on any watch. Thus, officers with less than one (1) years time in grade shall not be eligible for shift sign-up.

E. The Chief of Police shall have the authority to change the bottom three (3) officers on any watch if a change of manpower is required in order to provide for the orderly functioning of the department.

F. If, in order to provide for the orderly functioning of the department, the Chief of Police deems it necessary to effect a shift change for any officer covered by this Agreement, such shift change may be made upon forty-eight (48) hours notice to the employee involved.

G. Should it be necessary, in the interest of efficient operations, to establish watch assignments for an entire operational police section within the department in which the daily or weekly hours of scheduled work depart from any existing scheduled hours of work previously established for such section, notice of such change shall be given to the Lodge as far in advance as is reasonably practicable.

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ARTICLE IX
HOURS OF WORK AND OVERTIME

Section 9.1 Purpose.

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

Section 9.2 Normal Workday/Workweek.

The normal workday shall consist of eight (8) consecutive hours of work exclusive of a thirty (30) minute meal period. The normal workweek shall consist of forty (40) hours per week and such additional time as may from time to time be required in the judgement of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week.

Section 9.3 Overtime.

Except as otherwise herein provided, the City will pay the employee one and one-half (1 1/2) times the employee's straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day (exclusive of meal periods). Overtime pay shall be computed in one-half (1/2) hour increments, with sixteen (16) minutes constituting the cutoff point. As used in this section, straight time hourly rate of pay shall include both the hourly rate of pay as set forth in Appendix "A" and "longevity pay" as set forth in Section 10.2 of this Agreement.

Section 9.4 Court Time.

When appearing on behalf of the City, employees will be paid for all court time outside of an employee's regularly scheduled work hours, at one and one-half (1 1/2) times the employee's straight time hourly rate of pay, with a minimum of one (1) hour. The provisions of Section 9.3 will apply to all time periods in excess of one (1) hour.

Section 9.5 Firearm Training Time.

Employees will be paid for all range time worked in connection with required firearm training outside of an employee's regularly scheduled work hours at one and one-half (1 1/2) times the employee's straight time hourly rate of pay, with a minimum time of one (1) hour. The provisions of Section 9.3 will apply to all time periods in excess of one (1) hour.

Section 9.6 Call Back Time.

In the event a call back of personnel is necessary, a minimum of two (2) hours of pay at the overtime rate shall be paid to each employee called back. The provisions of Section 9.3 will apply to all time periods in excess of two (2) hours.

Section 9.7. 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 the right to schedule compensatory time off is reserved by the Chief of the Police Department or his/her designee in order to provide for the effective operation of the department.

Section 9.8 Exchanging Tours of Duty.

The Police Chief or his/her designee may grant the request of any two (2) members of the Police Department to exchange tours of duty or days off, provided they are the same grade or rank. For the purposes of this section only, Corporals and Sergeants shall be considered to be of the same grade or rank.

Section 9.9 No Pyramiding.

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

ARTICLE X
WAGES AND BENEFITS

Section 10.1 Salaries.

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

Section 10.2 Longevity Pay.

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

ARTICLE XI
VACATION

Section 11.1 Eligibility for Vacations.

During their first year of employment, employees shall accrue eight (8) hours for each full month of employment to the maximum

of eighty (80) hours. The accrual shall start with the first day of full-time employment and that shall be the starting anniversary date of full-time employment.

On each anniversary date, the remaining vacation time will be cancelled, except as provided for in Section 11.4 of this Agreement, and the schedule set forth herein will be used. The figures below represent the number of vacation hours which will be credited on the anniversary date, depending on term of service. The determination of completion of years of service shall be based upon the anniversary date of employment.

<u>Category of Continuous Service</u>	<u>Amount of Vacation</u>
A. After the completion of one (1) year of continuous service through the end of the fifth year of continuous service.	96 hours
B. After the completion of five (5) years of continuous service through the end of the ninth year of continuous service.	120 hours
C. After the completion of nine (9) years of continuous service through the end of the fourteenth year of continuous service.	160 hours
D. After the completion of fourteen (14) years of continuous service through the end of the nineteenth year of continuous service.	180 hours
E. After the completion of nineteen (19) years of continuous service to termination of continuous service.	200 hours

Section 11.2 Eligibility Requirements.

In order to be eligible for vacation pay, an employee must have worked a total of 1,800 hours during the twelve (12) calendar month period preceding his/her anniversary date of employment. For purposes of this Agreement, time lost from active duty 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) will be included in a determination of eligibility requirements.

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Section 11.3 Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times most desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service in his/her current classification; provided, however, that employees who were previously in a higher rated classification but who have exercised their right to displace the least senior employee in the next lower rated classification during a reduction in force shall be considered the most senior employee in said classification. Scheduled vacation may be cancelled by any employee if such cancellation is received by the Chief of Police at least forty-eight (48) hours prior to the commencement of such scheduled vacation, with no loss of vacation time to the employee, but any employee so cancelling any scheduled vacation shall lose any and all rights of preference as granted by this section with respect to rescheduling any vacation time so cancelled. It is expressly understood that the final right to designate the vacation period is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the City.

Section 11.4 Vacation Accumulation.

Normally, vacation shall be taken during the year allowed, unless:

1. It is determined by the Chief of Police that the needs of the department are such that an employee cannot be allowed his/her vacation time within the twelve (12) month period.

2. A written request has been submitted to the Chief of Police citing circumstances and a desire by the employee to accumulate vacation time for a special purpose. Such request will be granted, it at all possible; however, the final determination is exclusively reserved by the Chief of Police. In no instance shall an employee accumulate in excess of two hundred (200) hours of vacation.

3. Remuneration for vacation time will be paid for at the rate which the employee would have been paid, had the employee taken his/her vacation when it originally was credited.

Section 11.5 Minimum Vacation Period.

Vacations shall be taken in integral multiples of eight (8) hours.

Section 11.6 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.

Section 11.7 Vacation Rights after Expiration of Sick Leave.

Any employee covered by this Agreement who would otherwise be eligible for sick leave in accordance with Section 13.2 of this Agreement may, at the expiration of any such accumulated sick leave benefits as may be granted under that section, take to the extent available any unused vacation time for the hours the employee otherwise would have been scheduled to work but for his/her sickness.

ARTICLE XII
HOLIDAYS

Section 12.1 Holidays.

The following seven (7) days shall be considered holidays:

New Years Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

For the purposes of this Article, the day actually observed as the holiday shall be the day that the City's administrative offices are closed in observance of the holiday.

Section 12.2 Holiday Pay.

Employees covered by this Agreement shall receive eight (8) additional hours of base hourly salary as listed and established in Appendix "B" of this Agreement for each holiday listed above regardless of whether such employee is scheduled to work that holiday or not.

Section 12.3 Birthday.

Employees covered by this Agreement shall be allowed a day off with pay in commemoration of their birthday. This day off must be taken on the actual date of birth, unless said day is on the employee's normally scheduled day off, or the needs of the department are such that said absence would impair the effectiveness or efficiency of the department, in which event the employee will be allowed the day off of his/her choice within ten (10) days following the birth date.

ARTICLE XIII
LEAVES OF ABSENCE

Section 13.1 General Leave.

A. Employees covered by this Agreement may request in writing a leave of absence from the Chief of Police, 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 13.2 Sick Leave.

A. General. Accumulated sick leave may be charged for nonduty illness and off the job incurred injury and disability, including an illness or injury in the employee's immediate household (spouse and/or children) that requires the employee's presence. As used in this section, pregnancy, miscarriages, abortion, childbirth, and recovery therefrom will also be considered by the City as a temporary disability for which accumulated sick leave may be used, but only for the period in which any such employee cannot or should not on medical advice perform her job. Sick leave may only be charged or taken in integral multiples of eight (8) hours except for those occasions where an employee already on duty is duly excused from work on account of illness or nonduty injury, in which such event sick leave for that specific occasion shall be charged only for the hours the employee would have been scheduled to work on that day but for his/her illness or nonduty injury.

B. Rate of Accumulation. Any employee covered by this Agreement shall be credited with 68.6 hours sick leave on the 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.

C. Disabling Injury in the Line of Duty. During the term of this Agreement, the City will not exercise home rule powers with respect to employees covered by this Agreement that are inconsistent with provisions of "An Act to provide for the continuation of compensation for law enforcement officers, correctional officers and firemen who suffer disabling injury in the line of duty" (Ill. Rev. Stats., Ch. 70, Sec. 91). The City and the Lodge agree that all provisions of said Act are operable and binding upon both the City and all employees covered by this Agreement, who suffer injury in the line of duty which cause the employee to be unable to perform his/her duties, to the same extent as if said provisions were set forth in this Agreement in full.

D. Return from Sick Leave. No employee who has been absent on account of sickness for more than four (4) scheduled work days shall return to work without first submitting to the designated officer a certificate signed by a reputable physician stating that the employee is able to perform the duties of his/her employment. However, the City may require an employee to undertake a physical examination by a City physician at the City's expense to determine whether he/she is fit to return or continue work. If the physician determines that the employee cannot perform the work as required, the employee may not continue or resume work but must, if eligible, take sick leave or injury leave. If the physician certifies that the employee is able to perform the duties of his/her employment, said certification shall constitute termination of any leave of absence for sickness or injury.

E. Abuse of Sick Leave. The parties recognize that the abuse of sick leave interferes with the Department's productivity, and is unfair to the great majority of unit employees with good attendance records. Therefore it is agreed that the abuse of sick leave constitutes just cause for discipline, provided that the Chief of Police or his/her designee shall not act arbitrarily.

F. Payment for Sick Leave. Any employee covered by this Agreement, who has completed twenty (20) years of service with the Urbana Police Department, or who has been retired as the result of a

disability, shall, upon retirement or resignation from the department, receive payment for accrued 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 13.3 Funeral Leave.

When a death occurs in the immediate family of an employee or his/her spouse (i.e., mother, father, spouse, brother, sister, child or grandparents), an employee covered by this Agreement, upon request, will be excused for up to three (3) consecutive days for the purpose of attending the funeral. An eligible employee shall be paid his/her normal daily rate of pay for any day or days on which he/she is excused and but for such excuse would have been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

Section 13.4 Lodge 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 of the Lodge, for a maximum of one hundred thirty-six (136) hours for the department per fiscal year. Any request for such leave shall be submitted in writing by the Lodge to the employee's immediate supervisor and shall be answered, in writing, no later than ten (10) days following the request, with final authority residing in the Chief of Police.

Section 13.5 Individual Leave.

In that Section 11.5 of this Agreement provides that vacations shall be taken in integral multiples of eight (8) hours, employees covered by this Agreement shall be entitled to two (2) hours of individual leave for personal business during each full year of this Agreement. Said individual leave time shall be taken in integral multiples of one-half (1/2) hours and shall be scheduled with the Chief of Police or his/her designee in as far in advance as is reasonably practicable. Such scheduled individual leave time shall normally be granted, provided, however, it is expressly understood that the right to schedule individual leave time is reserved to the

Chief of Police or his/her designee in order to provide for the effective operation of the department. Individual leave may be accumulated to a maximum of four (4) hours.

ARTICLE XIV
CLOTHING ALLOWANCE

Section 14.1 Initial Issue and Replacement.

The City shall require and provide an initial issue of clothing and equipment at no expense to the employee. This initial issue of clothing and equipment shall be determined from time to time by the Chief of Police. Serviceable uniforms and uniform equipment shall not be used for any purpose while in an off-duty status, without the express permission of the Chief of Police.

In the event an employee fails to complete his/her probationary period, all articles of uniforms and uniform equipment issued in accordance with this section shall be returned to the City. Initial issue of uniforms will be completed within twelve (12) months from an employee's starting date of employment.

After an employee has satisfactorily completed his/her probationary period, a uniform allowance account will be established by the Chief of Police in the amount of \$250.00 per employee annually. Charges against the uniform allowance account will be made in accordance with reasonable rules and regulations governing the accountability of public funds as provided by law or developed in accordance with sound accounting principles and procedures.

For any employee who has satisfactorily completed his/her probationary period at a time other than July 1 of any fiscal year, the uniform allowance account to be established by the Chief of Police for that employee shall be in an amount equal to a monthly prorated amount of the annual amount otherwise established for other employees on July 1 of any given fiscal year. The establishment of such an account shall be made by the Chief of Police on the first day of the month immediately following the date on which such an employee completes his/her probationary period in an amount determined by prorating the said annual amount proportionately in accordance with the number of full months then remaining in that fiscal year.

Items legitimately damaged or lost during duty activities will not be charged against this account, but will be replaced in kind by the City. The normal maintenance of the uniform and uniform equipment in a satisfactory manner shall be the responsibility of the employee. If, from time to time, uniform requirements should be changed by the City, all required additional items will be issued by the City at no expense to the employee, and shall be subject to all aforementioned terms and conditions. The following items remain the property of the City of Urbana and must be surrendered upon termination of the employment relationship:

- (a) Summer jacket
- (b) Winter jacket
- (c) Leather goods
- (d) Baton
- (e) Handcuffs, keys, and cuff case
- (f) Raincoat
- (g) Cap rain cover
- (h) Hand gun
- (i) Badges

All credit remaining in the employee's uniform allowance account at the end of the City's fiscal year will be cancelled and funds remaining will revert to the City's General Fund.

Section 14.2 Eyeglasses.

If, as the proximate cause of activities directly connected with the line of duty (and not merely the result of either negligence or accident occurring while on duty), either eyeglasses or contact lenses which have been insured by and at the expense of the individual employee are damaged or destroyed, replacement or repair will be in accordance with the following schedule:

- (a) If glasses are totally destroyed, the City will pay for replacement of lenses based upon last verifiable prescription plus \$20.00 for frames.
- (b) If either or both lenses to eyeglasses are lost or destroyed, replacement will be made based upon last verifiable prescription.
- (c) In the event of damage, loss or destruction of frames, the City will pay to a maximum of \$20.00 for replacement or repair.

- (d) If either or both contact lenses are lost, damaged or destroyed, the City will pay to a maximum of the uninsured cost for any such replacement or repair based upon the last verifiable prescription.

All claims for payment or reimbursement will be submitted to the designated officer on the proper form.

Section 14.3 Dentures.

The City will include insurance for dentures lost or damaged in the line of duty under the general damage and loss coverage insurance.

ARTICLE XV
SAVINGS CLAUSE

Section 15.1 Savings Clause.

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree to negotiate in good faith with respect to a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XVI
INSURANCE

Section 16.1 Group Insurance.

The City shall pay the full cost of the premium coverage for employees under the group hospitalization plan currently in effect.

Section 16.2 Right to Select Carriers.

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 companies.

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

ARTICLE XVII
EFFECT OF AGREEMENT

Section 17.1 Waiver.

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 Lodge, 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. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

Section 17.2 Entire Agreement.

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties, cancelling any and all prior commitments, written or oral, between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

Section 17.3 Amendments.

This Agreement may be amended by the mutual written agreement of the parties.

ARTICLE XVIII
TERM OF AGREEMENT

Section 18.1 Term.

This Agreement shall be effective as of the 1st day of July, 1978, and shall remain in full force and effect until the 30th day of June, 1980. 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 (30th day of June, 1980) 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 effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, the effective date of termination notwithstanding.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 1978.

CITY OF URBANA, ILLINOIS

By: _____
Jeffrey T. Markland, Mayor

Attest:

Beverly Umbarger, Acting City Clerk

FRATERNAL ORDER OF POLICE, LODGE #70
URBANA, ILLINOIS

President

Vice-President

Secretary

APPENDIX "A"
AUTHORIZATION FOR
CHECKOFF OF LODGE DUES

I hereby authorize the City of Urbana to deduct from my pay the uniform dues of Urbana Lodge #70 of the Fraternal Order of Police.

I understand that I may revoke this authorization in writing at any time.

Print Name

Signature

Date

APPENDIX "B"

Effective July 1, 1978 through and including June 30, 1979, 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), shall be as follows:

	<u>Annual</u>	<u>Hourly</u>
Police Officer* (without Associate Degree or equivalent credit hours)	\$15,281	\$7.347
Police Officer* (with Associate Degree or equivalent credit hours)	\$15,727	\$7.562
Police Corporal	\$16,827	\$8.090
Police Sergeant	\$17,827	\$8.571

Effective July 1, 1979 through and including June 30, 1980, 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), shall be as follows:

	<u>Annual</u>	<u>Hourly</u>
Police Officer* (without Associate Degree or equivalent credit hours)	\$16,351	\$7.862
Police Officer* (with Associate Degree or equivalent credit hours)	\$16,828	\$8,091
Police Corporal	\$17,928	\$8.620
Police Sergeant	\$18,928	\$9.100

*The base salary for a probational employee as defined by Article VIII, Section 8.2 of this Agreement shall be \$1,200.00 less than the annual base salary as established herein for a full-time Police Officer.

For purposes of the Police Pension Fund only, base salary shall include, on an annual basis, the amount paid to employees covered by this Agreement under the City's longevity ordinance currently in effect.

Any employee covered by this Agreement who, on July 1, 1977, has successfully completed and received either a degree for courses at an accredited institution of higher education of the type or in the amount of hours specified below, shall, in addition to the foregoing, be paid annually, in equal installments according to the method of the payment of wages currently in effect in the City, the following amounts:

<u>Classification</u>	<u>Semester Hours</u>	<u>Quarter Hours</u>	<u>Annual Amount</u>
Police Officer	90	135	\$383.00
Police Officer	Bachelor of Arts or Bachelor of Science Degree		\$767.00
Police Corporal	Master of Arts or Master of Science Degree		\$1,605.00
Police Sergeant	Master of Arts or Master of Science Degree		\$1,677.00

These additional amounts specified above shall only be paid to those eligible employees currently employed by the City on July 1, 1977, and shall not be paid to any other employee who might subsequently or thereafter become eligible for any such payment.

Any employee covered by this Agreement who, on July 1, 1977, has not successfully completed and received an associate degree or equivalent credit hours at an accredited institution of higher education shall have five (5) years from said date to successfully complete and receive either an associate degree or sixty (60) semester hours or ninety (90) quarter hours of credit. In lieu of the foregoing associate degree or equivalent credit hours, any such employee may, within that same five (5) year period, take and successfully pass a proficiency examination in police science and administration which is mutually agreed upon by both the City and the Lodge. If any such employee so meets these requirements, said employee shall receive a one-time increase in his/her annual base salary in the amount of \$384.00, such increase in annual base salary to take effect on the first day of the pay period next succeeding the receipt by the Chief of Police

of either an official transcript of such academic records or due notice of successful passage of such proficiency examination. This increase in annual base pay shall only be paid to those employees currently employed by the City on July 1, 1977, who later become eligible therefor and shall not be paid to any other employee who subsequently or thereafter might become so employed.

APPENDIX "C"

The total maximum annual salary of all employees covered by this Agreement shall be the base salary (excluding any additional annual amounts for education) as listed and established in Appendix "B" of this Agreement plus longevity pay. Such longevity pay shall be computed as follows:

(1) Except as provided in part (2) hereunder, two (2) percent of the base salary (excluding any additional annual amounts for education) as listed and established in Appendix "B" of this Agreement for each two years of service to a cumulative maximum percentage of ten (10) percent.

(2) For any employee covered by this Agreement who, as of May 1, 1974, was entitled to receive longevity pay under an Ordinance, entitled "An Ordinance in Regard to Length of Service and Regulations and Compensation of Municipal Employees", as adopted by the City Council and approved by the Mayor on May 1, 1967, which longevity pay cumulatively totaled 10% or more prior to the said May 1, 1974, shall receive longevity pay at the rate as established and therein frozen pursuant to that Ordinance No. 7374-63A, entitled "An Ordinance Amending a Certain Ordinance Entitled 'An Ordinance in Regard to Length of Service and Regulations and Compensation of Municipal Employees'", which was passed by the City Council and approved by the Mayor on May 1, 1974.