

ORDINANCE NO. 8586-37

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, 1985

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, 1985; 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, 1985, 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 execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the City Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 21st day of October, 1985.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 29th day of October, 1985.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8586-37 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

October 24, 1985  
Date

AGREEMENT BETWEEN  
THE CITY OF URBANA, ILLINOIS  
AND  
FRATERNAL ORDER OF POLICE  
LODGE #70

JULY 1, 1985  
Through  
JUNE 30, 1987

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## AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 1985, 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").

### WITNESSETH:

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.

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 and Sergeants employed by the City, excluding the Police Chief, Assistant Chiefs, Lieutenants and all other employees of the City.

Section 1.2 Definitions. The terms "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 pay period and shall be remitted, together with an itemized statement, to the Treasurer of the Lodge within seven (7) days after 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.

## 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; or an allegation of discriminatory application of the City's rules and regulations, and disciplinary action or loss of benefits arising out of discriminatory application of the Policies and Procedures Manual. 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 shift Lieutenant or individual who is designated for this purpose by the City; provided that said grievance shall be in writing on the standard grievance form and signed and dated by both the aggrieved employee and the appropriate Lodge official. The Lieutenant or designated City representative shall give his/her written answer within five (5) business days after such presentation.

Step 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the

Grievance Procedure, it shall be referred in writing to the Police Chief on the same standard grievance form submitted at Step 1 within five (5) business days after the Lieutenant's or designated City representative's answer in Step 1 and shall be signed and dated 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 both parties. The Police Chief, or his/her representative, shall respond in writing to the Lodge within five (5) business days following their meeting.

Step 3: If the grievance is not settled in Step 2 and the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Chief Administrative Officer or his/her designated representative on the same standard grievance form submitted in Step 1 within five (5) business days after the City's answer in Step 2. A meeting between the Chief 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. The Chief Administrative Officer or his/her designated 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 3. 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, if any, and the cost of a written transcript for the arbitrator, if any, shall be borne by the City if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided as ordered by the arbitrator if the arbitrator sustains in part and denies in part. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 5.5 Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) 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. The procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance or dispute in Section 5.1 which was or could have been raised by an employee

covered in this Agreement. Terminations shall not be subject to the grievance and arbitration provisions of this Agreement. However, suspensions and other disciplinary actions may be grieved in accordance with the grievance and arbitration provisions of this Agreement. It is expressly understood that except as to terminations, the procedures set forth in this Article completely replace (and are not in addition to) any appeal process of the Civil Service Commission or any other Board, Commission or agency of the employer and further, that employees covered by this Agreement shall not have recourse to any such procedures. Grievances involving suspensions of one (1) day or more may be initially filed at Step 2 of the Grievance Procedure.

## 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.

The Lodge and its members will fully cooperate with the City in maintaining the federal, state and local laws, rules and regulations and administrative policies as to health and safety.

All motor vehicles, radios, and other equipment furnished by the City to employees covered by this Agreement shall be maintained by the City in reasonably good working condition and in accordance with reasonable safety standards.

An employee shall use due and reasonable care in the operation of City motor vehicles and the use of equipment furnished by the City. Any employee operating a motor vehicle shall immediately report any known or discovered defect in said vehicle or equipment, or the absence of any part or equipment in said vehicle, to the shift commander. Any employee using any other equipment furnished by the City shall likewise immediately report any such defect to such other equipment to the shift commander.

The Lodge may appoint a safety representative to meet and confer with the Chief of Police concerning safety standards and safety practices. The final decision on any matter raised by the Lodge's representatives shall be made at the sole discretion of the City, subject to the grievance procedure in Article V.

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 Chief 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 shall not discipline or discharge any employee without just cause.

Section 7.5 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 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 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 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 the 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 grade and time in grade.

A. The Chief of Police shall post a watch assignment list twice a 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) year's time in grade to service on any watch. Thus, officers with less than one (1) year 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.

#### 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 judgment 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 "B" and "longevity pay" as set forth in Appendix "C" 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 Call Back Time. (a) 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. If the employee is called back immediately prior to a regularly scheduled shift, the employee will be compensated for the actual time worked in accordance with Section 9.3. Section 9.3 will also apply to all time periods worked in excess of two (2) hours.

(b) The call back provisions shall be as set forth in Appendix "D".

(c) If, during the duration of this contract, either party desires to modify or alter the provisions of Appendix "D" relating to call back procedure, it shall serve a written notice of this fact on the other and, within fifteen (15) days after service of said notice, the parties shall meet at a mutually agreeable time and place. At such time, the parties shall discuss and negotiate any proposed modifications to, or alterations of, the aforesaid procedure. Should the parties agree to a modification or alteration, it shall be reduced to writing, dated and signed by representatives of both parties and incorporated by reference into this Agreement. The original provision shall then be stricken and shall be null and void as of the date of modification or alteration. The original provisions shall remain in full force and effect unless and until any change, modification, alteration or amendment is reduced to writing, agreed to by both parties and executed by representatives of both parties.



Section 9.6 Compensatory Option. Subject to Federal law, rules and regulations, employees covered by this Agreement shall have the option of receiving overtime pay or compensatory time off. Compensatory time shall be accrued at the same rate as overtime pay and shall accumulate with no maximum. 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 9.7 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 for the period July 1, 1985 through June 30, 1986 shall be paid according to Section B.1 of Appendix "B" attached hereto and made a part of this Agreement. Salaries for the period July 1, 1986 through June 30, 1987 shall be paid according to Section B.2 of Appendix "B" attached hereto and made a part of this Agreement.

Section 10.2 Temporary Promotions. When the City makes a temporary promotion between classifications, as regulated by the Urbana Civil Service Rules and Regulations, such promotion shall be of an employee who is on a valid eligible register for said classification or, if no valid eligible register exists for the position, the appointment shall be made from the most recently expired eligible register. Employees receiving temporary appointments shall be paid at the base rate for the higher position plus any additional compensation as may be earned in accordance with other sections of the contract.

Section 10.3 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 Vacation. During their first year of employment, employees shall accrue eight (8) hours for each full month of employment to a 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 the term of service. The determination of completion of years of service will be based upon the anniversary date of employment.

Category of Continuous Service	Amount Of Vacation
A. After the completion of one (1) year of continuous service through the end of the fourth year of continuous service	96 Hours
B. After the completion of four (4) years of continuous service through the end of the seventh year of continuous service	120 Hours
C. After the completion of seven (7) years of continuous service through the end of the tenth year of continuous service	160 Hours
D. After the completion of ten (10) years of continuous service through the end of the thirteenth year of continuous service	184 Hours
E. After the completion of thirteen (13) years of continuous service through the end of the sixteenth year of continuous service	200 Hours
F. After the completion of sixteen (16) years of continuous service to termination of continuous service	216 Hours

Section 11.2 Eligibility Requirements. In order to be eligible for vacation pay, an employee must have worked a total of 1,080 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.

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 a 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 special purpose. Such request will be granted, if 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 and sixteen (216) 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. An 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 sick leave benefits as may be caused by an illness lasting more than four (4) days or for which a doctor's certificate of illness has been presented, 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 disability.

## ARTICLE XII HOLIDAYS

Section 12.1 Holidays. The following eight (8) days shall be considered holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Spring Day (effective July 1, 1986)

For the purpose 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. A. Employees covered by this Agreement who are assigned to shift work (Operations Division employees) shall receive eight (8) additional hours of base hourly salary (including longevity) 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.

Holiday pay may, at the employee's option, be credited as either eight (8) hours pay as set forth in this Section or as an equivalent amount of compensatory time off which may be taken at such times as are approved by the Chief of Police or his/her designee in order to provide for the effective operation of the Department. This paragraph shall become null and void if the Fair Labor Standards Act or its formal interpretation are modified to generally afford employees in the unit with the same compensatory option that existed pursuant to the bargaining agreement in effect immediately prior to July 1, 1985.

B. Employees covered by this Agreement whose regular assignment is contiguous with regular business hours (Criminal Investigation Services and the Training Officer), 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 the equivalent of his/her hourly rate plus the holiday pay for which he/she may otherwise be eligible for the first eight (8) hours, and one and one-half (1 1/2) times his/her regular hourly rate for hours worked in excess of eight (8) hours.

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 prior to or following the birthdate.

Section 12.4 Eligibility Requirements. With regard to employees covered by Section 12.2(B), 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 for 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.

#### 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 non-duty 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 non-duty 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 non-duty injury.

B. Rate of Accumulation. Any employee covered by this Agreement shall be credited with sixty-nine (69) hours of 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. Return from Sick Leave. No employee who has been absent in accordance with this Section for more than four (4) consecutive work days shall return to work without first submitting to his/her supervisor a certification obtained by the employee and signed by a reputable physician stating that the employee, or the specific member of the employee's immediate family, was sick on the days for which sick leave was used and, in the case where the employee was sick, that the employee was seen by the doctor and that the employee is able to return to work and 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 to or continue work. If such physician determines that the employee cannot perform the work required, the employee may not continue or resume work but must, if eligible, take sick 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.

For any occurrence of absence in accordance with this Section after the first four (4) occurrences for which the employee did not submit documentation to the City that he/she was treated at a hospital or clinic or examined by a physician, during any twelve (12) month period, regardless of the length of such absence on each such occurrence, an employee shall additionally be required to present a physician's statement stating that the employee or the specific member of the employee's immediate family was sick on the date or dates for which sick leave is to be charged. If an employee cannot present a physician's statement as required in the above sentence, then the employee shall be required to present to the Police Chief within five (5) business days after his/her return from sick leave, a physician's statement certifying that the employee was examined by the physician in the physician's office following the employee's return from sick leave and is physically fit for duty. Such examination shall be at the employee's expense and shall not occur during the employee's

regularly scheduled work time. Absences occurring under this Section for which no such physician's statement is presented when required shall be treated as an absence without leave which is subject to Section 8.4 of this Agreement and/or other applicable rules and regulations of the City.

D. Payment for Sick Leave. Any employee covered by this Agreement, who has completed twenty (20) years of service with the City, or who has been retired as a result of a disability, shall, upon retirement or resignation from the City, receive payment for accumulated sick leave in an amount equal to ten percent (10%) of the accrual, such payment to be made on the basis of the employee's hourly rate at the time of such honorable separation.

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.

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 must 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 education 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 with the Chief of Police.

Section 13.5 Individual Leave. Employees covered by this Agreement shall be entitled to three (3) days of individual leave. During each full year of this Agreement, said individual leave time shall be taken in one (1) to eight (8) hour segments and shall be scheduled with the Chief of Police or his/her designee 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 not be accumulated from year to year, but shall be taken in the year granted.

#### 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. The amount of this account will be four hundred fifty dollars (\$450.00) per employee per fiscal year. Charges against the uniform allowance account will be made in accordance with reasonable rules and regulations governing the accountability in 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 the 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
- (j) Flashlight

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 result 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 the last verifiable prescription plus a maximum of \$50.00 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 \$50.00 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 Right to Select Carriers. A. The benefits provided for herein shall be provided through a self-insured plan, a hospital plan, or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. "Insurance companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the 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.

Section 16.2 Group Insurance. Commencing July 1, 1985, the City shall pay the full cost of the premium for the standard health insurance plan currently in effect for each employee covered by this Agreement. The "standard health insurance plan" shall be defined as that insurance plan provided to employees as of June 30, 1982 or its successors and does not refer to any prepaid health care plan that the City may offer its employees as an alternative to the standard plan. If an employee chooses an alternative health care plan provided by the City, the City shall contribute the amount of the cost of the standard health insurance

plan toward such alternative plan, and the employee shall pay the difference.

#### 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

Section 18.1 Term. This Agreement shall be effective as of the 1st day of July, 1985, and shall remain in full force and effect until June 30, 1987. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the June 30, 1987 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 such June 30, 1987 date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is

provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination which shall not be before June 30, 1987, as set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

CITY OF URBANA, ILLINOIS

FRATERNAL ORDER OF POLICE  
LODGE #70, URBANA,  
ILLINOIS

-----  
Jeffrey T. Markland, Mayor

-----  
President

ATTEST:

-----  
Vice-President

-----  
Ruth S. Brookens, City Clerk

-----  
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"

Section B.1 Effective July 1, 1985 through and including June 30, 1986, the base salary for employees covered by this Agreement determined herein as the annual base and represented in both annual and hourly rates (based upon 2,080 hours per year for all employees) shall be as follows:

POSITION	ANNUAL	HOURLY
Police Officer* (without Associate Degree or equivalent credit hours)	\$23,211	11.160
Police Officer* (with Associate Degree or equivalent credit hours)	23,887	11.485
Police Sergeant	26,867	12.917

Section B.2 Effective July 1, 1986 through and including June 30, 1987:

POSITION	ANNUAL	HOURLY
Police Officer* (without Associate Degree or equivalent credit hours)	\$24,052	11.564
Police Officer* (with Associate Degree or equivalent credit hours)	24,752	11.900
Police Sergeant	27,840	13.385

\*The base salary for a probational employee as defined in Article VIII, Section 8.2 of this Agreement shall be \$1,200 less than the annual salary as herein established for a full-time Police Officer.

For the 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 the 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:

Classification	Semester Hours	Quarter Hours	Annual Amount
Police Officer	90	135	\$ 383.00
Police Officer	Bachelor of Arts or Bachelor of Science Degree		767.00
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.

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

(2) 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 ten percent (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 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.



APPENDIX "D"  
CALL BACK PROCEDURES  
MINIMUM MANNING

Minimum manning is that number of personnel required to be on duty at any one time for routine patrol operations as outlined in these policies and procedures.

1. Patrol Shortages.

A. When there are not enough patrol officers scheduled through normal means to meet the minimum staffing requirements, the Shift Commander is authorized to call back off-duty patrol officers. When the Department has twenty-four (24) hours or more notice of the shortage, then the following procedure shall apply:

- 1) The shift commander shall make a reasonable effort to contact the off duty officers on the affected shift in order of seniority and offer them the overtime.
- 2) If no officer accepts this overtime under #1 above, then the shift commander may hold over an officer already on duty and call back an officer from the next shift to come on duty. Each of these officers shall work one-half (1/2) of the affected shift's shortage. The shift commander shall contact the officers working the preceding shift in order of seniority and offer the overtime to them. If none accept the overtime, then the least senior officer shall be held over. This same system applies to calling officers working the next on-coming shift. If no one accepts the overtime, then the least senior officer shall be called back.
- 3) A rotation list shall be established and maintained by the Operations Division Commander for the mandatory call back. The mandatory overtime required in #2 above shall be on a rotational basis from least senior to most senior. The list shall start anew at the beginning of each sign-up.

B) There shall be a command level officer on duty at all times. This includes both Lieutenants and Sergeants. Supervisor shortages shall be filled in the same manner as above, with the exception that only supervisors can be called. The supervisors shall be put on the same rotational list as above, but only rotate among each other and not with the patrol officers.

## 2. Special Details.

A) Special details are those situations where the normal patrol staffing is insufficient to handle a particular planned event. Situations such as Presidential visits, parades, Halloween, football details, etc., are only examples of special details. Special details are only City paid functions and not details at the request of private businesses, agencies, etc. where the officer is not paid by the City. The procedure for filling staffing requirements for special details is as follows:

- 1) The Assistant Chief of Operations (or his/her designee) shall be responsible for scheduling special detail staffing.
- 2) A sign-up for the detail shall be posted in the briefing room once the City has been notified of the needs and the manning requirements have been established. The sign-up should include a description of the detail and the hours to be worked.
- 3) The sign-up shall be removed forty-eight (48) hours prior to the event or when it is full, whichever comes first.
- 4) If the list is not full and additional manpower is still needed, then the Assistant Chief of Operations shall have the authority to provide for the required staffing as necessary. If at all possible, he/she shall avoid assigning mandatory overtime to officers who have previously approved leave. First and second vacation rounds should not be cancelled for special events.
- 5) Officers are reminded that when they sign the list they have obligated themselves to work and shall appear at their assigned posts in the required attire. Officers are subject to discipline for failure to appear for special detail assignments for which they volunteer.

## 3. Emergency Call Backs.

A. Emergencies often times necessitate additional staffing. Emergencies sometimes create manpower shortages (i.e., officers who get injured). Emergency, as used herein, is defined as a sudden or unexpected situation that calls for immediate action. An emergency cannot be of one's own making. Situations that fall under a Stage 2 emergency in the Alert and Mobilization Procedure are also emergencies. A sudden illness or injury that brings a shift below minimum staffing in a situation where the shift commander cannot, due to extraordinary circumstances, utilize

Option #1A2 as previously outlined, would be an emergency for purposes of this section. Large, unruly crowds; plane crashes; train derailments; and a call load well over the capabilities of a shift to cope would all be examples of emergencies. Given these circumstances, the shift commander could notify the Operations Division Commander and receive authorization for emergency call back.

- 1) The call back in an emergency situation should be limited to whatever personnel are required. The shift commander shall have the discretion to choose whatever employee he/she needs to resolve the situation under an emergency call back. In an emergency, the shift commander need not employ any particular option as previously defined. The shift commander should be reminded that emergency call back procedures should not be used to circumvent regular call back procedures. If an emergency occurs, at shift change, for instance, officers of the preceding shift should be held over as opposed to calling in off duty personnel. Emergency call back procedures should not be abused, nor be used to reward particular officers. Officers should be called on the basis of some particular skill, or on their proximity and readiness.
- 2) Officers are reminded that in an emergency, they cannot refuse call back when contacted by a shift commander or his representative. Again, shift commanders are reminded to avoid calling officers who are on previously approved leave.

#### 4. Call Back Declination

A. An employee may be excused from call back:

- 1) If he/she has a court appearance.
- 2) In cases of family or employee illness.
- 3) If he/she recently consumed alcohol beverages to the point where he/she cannot function properly.

B) Employees who have not yet been released from direct supervision of a Field Training Officer are ineligible for call back or holdover unless expressly authorized by the Operations Division Commander.

C) No part of this section shall infringe on the rights of the Chief of Police to authorize a general call out of police personnel in times of dire emergency or affect the automatic

reporting duties of officers under a Stage 3 emergency as outlined in the Alert and Mobilization section of these policies and procedures.