

ORDINANCE NO. 8788-47

AN ORDINANCE  
APPROVING AN AGREEMENT BETWEEN THE  
CITY OF URBANA AND THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31,  
LOCAL 1331, FOR THE TERM BEGINNING JULY 1, 1987

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois (hereinafter referred to as the "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 (hereinafter referred to as the "Union") have met for the purpose of negotiating in good faith a contract for the term beginning the 1st day of July, 1987; and

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

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

Section 1. That the Agreement between the City of Urbana, Illinois and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331, for the term beginning July 1, 1987, 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 special meeting of said Council.

PASSED by the City Council this 10th day of December, 1987.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 15th day of December, 1987.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8788-47 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

December 21, 1987  
Date



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

JULY 1, 1987  
THROUGH  
JUNE 30, 1990

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## AGREEMENT

This AGREEMENT, entered into this 1st day of July, 1987, between the CITY OF URBANA, ILLINOIS (hereinafter referred to as the "Employer"), and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL #31, LOCAL 1331 (hereinafter referred to as the "Union"):

## PREAMBLE

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

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

## ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1 The employer recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time employees and all probationary employees after the first three months of employment in the Public Works Department, and all non-uniformed permanent, full-time, non-supervisory employees in the Police Department. Excluded from recognition are all management, supervisory, and appointed personnel together with all probationary personnel during the first three months in those departments, including but not limited to the Director and Assistant to the Director of Public Works, the City Arborist, the Arbor Designer, the Electronic Systems Technician, the Buildings, Parking, Operations, and Fleet Supervisors of the Public Works Department, and Public Works Foremen, Light Foreman (Electrician II), Police Department Records Supervisor, employees of the City Clerk's Office, the Secretaries to all Department and Division Heads (limited to one [1] each), Senior Account Clerks, Engineering Technicians, and all employees included in other recognized bargaining units.

Section 1.2 Non-Discrimination. (a) Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

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

## ARTICLE II DEDUCTION OF UNION DUES

Section 2.1 Checkoff. Upon receipt of a signed authorization from an employee as provided for in Appendix "A", the Employer agrees to deduct from such employee's pay uniform Union dues. The Union will notify the Employer in writing of the amount of the uniform dues to be deducted annually. Deduction shall be made on each payday and shall be remitted, together with an itemized statement, to the Treasurer of the Union or his/her authorized designee by the 15th day of the month following the month in which the deduction is made.

Section 2.2 Indemnification. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the employer for the purpose of complying with the provisions of this Article.

## ARTICLE III MANAGEMENT RIGHTS

Section 3.1 Management Rights. It is recognized that the Employer has and will continue to retain the rights and responsibilities to direct the affairs of the Employer in all of its various aspects. Among the rights retained by the Employer are the Employer's right to direct the working forces; to establish the qualifications of employment and to employ employees; to plan, direct and control all the operations and services of the Employer; to schedule and assign work; to establish work and productivity standards and to, from time to time, change those standards; to assign overtime; to determine the methods, means, organization, and the number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.



ARTICLE IV  
NO STRIKE AND NO LOCKOUT

Section 4.1 No Strike. Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption of the operations of the Employer, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

Section 4.2 No Lockout. The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE V  
GRIEVANCE PROCEDURE

Section 5.1 Definitions. (a) A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee covered by this Agreement regarding the application, meaning, or interpretation of this Agreement or arising out of other circumstances or conditions of employment.

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

Section 5.2 Time Limit for Filing. (a) No grievance shall be entertained or processed unless it is submitted within seven (7) business days after the occurrence of the event giving rise to the grievance or within seven (7) 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; or within five (5) business days after the Employer's action in the case of a disciplinary suspension, discharge, or layoff from work.

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

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

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

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

Section 5.3 Procedure. A grievance shall be processed in the following manner:

- Step 1. An employee, with or without his/her steward (or in the steward's absence, his/her designated alternate), who has a grievance shall submit it to his/her immediate non-union supervisor, in writing on the approved grievance form. No adjustment shall be reached without the steward that may be inconsistent with this Agreement. The supervisor shall give his/her written answer in the appropriate place on the form within three (3) business days after such presentation.
- Step 2. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the employee's Department Head or his/her designated representative within five (5) business days after the Employer's answer in Step 1, and shall be signed on the same approved grievance form used in Step 1, by both the employee and the Union Steward. The appropriate Department Head or his/her representative shall discuss the grievance within five (5) business days with the Union Steward at a time mutually agreeable to the parties. The appropriate Department Head or his/her representative shall give the Employer's written answer to the Union within three (3) business days following their meeting.

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

Section 5.4 Arbitration. (a) If the grievance is not settled in accordance with the foregoing procedures the Union may refer the grievance to arbitration within ten (10) business days after receipt of the Employer's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike a second name, the party requesting arbitration a third name, the other party a fourth name, and the remaining person shall be the arbitrator. The arbitrator shall be notified of such selection by a joint letter from the Employer and Union representatives, requesting that he/she set a time and place, subject to the availability of the Employer and Union representative. All arbitration hearings shall be held in Urbana, Illinois (unless the parties mutually agree otherwise).

(b) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall only consider and make a recommendation with respect to the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a recommendation on any other issue not so submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall be empowered to fashion an appropriate remedy. The arbitrator shall be without power to make a recommendation contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in writing, or in disciplinary cases, to



the date of the discipline (and taking into consideration interim compensation and efforts to mitigate damages). The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

(c) The fees and expenses of the arbitrator, if any, and the cost of a written transcript for the arbitrator, if any, shall be borne equally by the City and the Union. No transcript shall be made unless the parties shall mutually so agree. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

Section 5.5 Exclusivity of the Grievance Procedure. The procedure set forth in this Article shall be the sole and exclusive procedures for resolving any grievance or dispute in Section 5.1, which was or could have been raised by an employee covered in this Agreement. It is expressly understood that the procedures set forth in this Article completely replace (and are not in addition to) any appeal process of the Civil Service Commission or of any other Board, Commission, or agency of the Employer, and further, that employees covered in this Agreement shall not have recourse to any such set procedures. Grievances involving disciplinary suspensions of more than five (5) days and terminations may be initially filed at Step 2 of the Grievance Procedures.

## ARTICLE VI HOURS OF WORK

Section 6.1 Application of this Article. This Article is intended to define the normal hours of work per day or per week and provide the basis for the calculation of, and payment of, overtime and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

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

Section 6.3 Normal Workday. The normal workday shall consist of eight (8) consecutive hours of work which may be interrupted by a lunch period.

Section 6.4 Shifts. (a) Normal shift time in effect at the execution of this Agreement are:

- 1) Except for employees noted below:  
7:30 a.m. to 4:00 p.m. (30 minute unpaid lunch);  
lunch normally will be from 11:30 a.m. to 12:00 noon.
- 2) For account clerks, 8:00 a.m. to 5:00 p.m.
- 3) For employees in the Police Department, shifts may be established from time to time with starting times to be between 6 to 7 a.m., 1 to 3 p.m. and 9 to 11 p.m., relative to existing shifts for uniformed employees of the Police Department.

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

Section 6.5 Work Schedule. Work schedules showing the employee's shifts, workdays, and hours shall be posted on all department bulletin boards at all times.

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

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

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

Section 6.6 Overtime Pay. Employees shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours per week or eight (8) hours per day, except that if an employee begins overtime work during one (1) calendar day and continues working into the next calendar day, the employee shall be required to work eight (8) hours in the second calendar day at the straight-time rate of pay before being eligible for pay at the overtime rate of pay.



Section 6.7 Distribution of Overtime Work. (a) So far as practicable and without reducing efficiency of work performance, opportunities to work overtime shall be distributed among those employees covered by this Agreement who are qualified to perform the specified overtime work required. It is further agreed that overtime work will first be offered to those qualified employees who normally perform the work.

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

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

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

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

Section 6.8 Voluntary Overtime. There shall be no discrimination against any employee who declines to work overtime. If, however, all employees who normally perform and are qualified to do the work decline to work overtime or are unavailable (cannot be contacted), the Employer may assign overtime to any employee starting with the least senior of such employees.

Section 6.9 Compensatory Option. Subject to applicable 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 to a maximum of fifty-two (52) hours. Compensatory time off may be utilized in increments of one (1) hour or more, subject to approval by the appropriate Department Head or his or her designee in order to provide for the effective operation of the department.

Section 6.10 No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

## ARTICLE VII SENIORITY

Section 7.1 Definition. Seniority is an employee's length of continuous service since his/her last date of hire.

Section 7.2 Probationary Period. Each employee shall be considered a probationary employee for his/her first six (6) months of continuous service, after which his/her seniority shall date back to his/her date of hire. There shall be no seniority among probationary employees, and they shall be laid off, discharged, or otherwise disciplined at the sole discretion of the Employer. However, after the first three (3) months of the probationary period, probationary employees shall be included in the bargaining unit and be entitled to file grievances with respect to matters listed in Section 5.1, excepting layoff, discipline, or discharge.

Section 7.3 Seniority Principle. In all cases of promotions, demotions, layoffs when forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability, which includes physical fitness, seniority shall be the determining factor.

Section 7.4 Promotions and Vacancies. Whenever a permanent job vacancy develops or is expected to develop in the bargaining unit, the job will be posted in a location designated by the Employer for ten (10) days, exclusive of Saturdays, Sundays and holidays, for bid by an employee in the bargaining unit. If more than one (1) qualified employee bids for the vacancy, the Employer shall select the successful applicant in accordance with the seniority principles set forth in Section 7.3 of this Article. Any employee who accepts a new position in accordance with the provisions of this Section and fails to demonstrate his/her ability to perform the work involved shall be transferred to the job classification which he/she vacated, displacing the employee, if any, who

replaced him/her, without loss of seniority. Nothing contained in this Section shall prevent the Employer from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job, and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting or if none of the applicants has the ability to perform satisfactorily the work involved. Employees shall not be permitted to make more than one (1) successful bid in any three (3) month period.

Section 7.5 Consolidation or Elimination of Jobs. (a) Non-probationary employees displaced by the elimination of jobs through jobs consolidation (combining the duties of two (2) or more jobs), the installation of new equipment or machinery, the curtailing or displacement of new equipment or machinery, the development of new facilities or for any other reason, shall be assigned to an opening or vacancy in an equal or lower-rated job classification in accordance with the seniority principle set forth in Section 7.3 of this Article. If no opening or vacancy exists, employees shall be placed on a preferential recall list.

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

Section 7.6 Layoff and Recall Procedure. In the event of a reduction in the working force of a job classification, employees shall be laid off in accordance with the seniority principle set forth in Section 7.3 of this Article. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 7.6A Effect of Layoff. During the term of this Agreement, an employee who is on layoff with recall rights shall have the right to maintain insurance coverage provided by the City at the time of the layoff by paying, in advance, the full applicable monthly premium for his or her individual coverage. The City shall, however, continue to pay its share of insurance costs under Section 12.1 (Group Insurance) for the first thirty (30) days an employee is on layoff. Except as otherwise provided herein, the City shall have no obligation to make any payment whatsoever on behalf of an employee for insurance coverage while that employee is laid off.



Section 7.7 Temporary Transfer. For the efficient and economical operation of the Employer, the Employer may transfer any employee temporarily from any classification to any other job classification to fill a temporarily existing opening. When any such temporary transfer is one to the position of foreman which is expected to exceed ten (10) working days, when any such temporary transfer is one to a job having a higher classification other than the position of foremen which is expected to exceed twenty (20) working days, the Department Head, with the concurrence of the Personnel Director, may select and make a temporary written appointment to that position. Any employee so temporarily appointed in writing shall receive, as minimum compensation for the term of that temporary appointment, a prorated annual salary equal to one-half (1/2) the total of both the annual salary for the employee's current position and the annual salary established for the temporarily appointed position. Such salary shall be increased to the established base salary for the position after the upgrade has lasted six (6) months.

Section 7.8 Non-Application of Seniority Rights Within Classifications. Seniority does not give employees any preference for particular types of work within their job classifications or to places of work, machines, or equipment.

Section 7.9 Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

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

Section 7.10 Seniority List. Once each six (6) months, the Employer will furnish the Union with an up-to-date seniority list. The Union shall be given, or the Employer shall otherwise post, the name of each bargaining unit employee hired or terminated within five (5) business days of the action in question.

Section 7.11 (Clerk Typist) Support Services Clerk Scheduling.

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

- a) The Employer shall post a shift/days off sign-up list once a year during October, to be effective December 1.
- b) The shift sign-up list shall be for those bargaining unit positions that normally work the front office desk.
- c) The Criminal Investigation Section clerk shall be considered an assigned position and shall not be subject to this seniority sign-up provision.
- d) The shift sign-up shall be in order of seniority, as defined by this Article.
- e) The shift sign-up shall include only those employees that have satisfactorily completed their probationary period.
- f) The Employer retains the right to temporarily assign the least senior employee on each shift if operating conditions, as determined by the Employer, so warrant. If the Employer exercises its right to temporarily assign such an employee, the employee shall be paid at his/her straight time hourly rate, unless eligible for overtime pay pursuant to Section 6.6 of this Agreement.

#### ARTICLE VIII WAGES AND BENEFITS

Section 8.1 Salaries. Salaries for the period July 1, 1987 through June 30, 1988 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, 1988 through June 30, 1989 shall be paid according to Section B.2 of Appendix B attached hereto and made a part of this Agreement. Salaries for the period July 1, 1989 through June 30, 1990 shall be paid according to Section B.3 of Appendix B attached hereto and made a part of this Agreement.



Section 8.2 Longevity Provisions. Except as otherwise provided herein, longevity pay shall be paid according to Appendix C attached hereto and made a part of this Agreement. The longevity pay provisions of this Agreement shall only be applicable to employees who began their employment with the City of Urbana prior to December 8, 1987. All employees who begin their employment with the City on or after December 9, 1987 shall not be eligible for longevity pay under Appendix C of this Agreement.

Section 8.3 Bonuses. Effective July 1, 1984, the Employer shall pay bonuses to bargaining unit members in accordance with the terms of the Agreement on Productivity Improvement Incentive Plan, identified as Appendix E attached hereto and made a part of this Agreement.

ARTICLE IX  
HOLIDAYS

Section 9.1 Holidays. The following are paid holidays for eligible employees:

New Year's Day	Labor Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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

Section 9.2 Holiday Pay. Except as provided below, for each such holiday, when not worked, an eligible employee shall receive eight (8) hours' pay at his/her regular straight-time hourly rate. For each hour worked on a holiday, except as provided below, an employee shall receive one and one-half (1 1/2) times his/her regular straight-time hourly rate of pay (plus the holiday pay for which he/she may otherwise be eligible).

Section 9.3 Eligibility Requirements. (a) In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless the employee is excused by his/her supervisor from compliance with this requirement. Excuses shall be granted for the failure to work either the day before and/or the day after due to jury duty, death in the immediate family, hospitalization of the employee or illness of the employee, which is substantiated by a physician's statement. Reasonable tardiness up to one (1) hour shall not affect holiday pay under this Section.

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

Section 9.4 Holiday During Vacation. When a holiday falls within an eligible employee's approved vacation, he/she shall receive an additional day of vacation.

ARTICLE X  
VACATIONS

Section 10.1 Paid Vacations. (a) Employees covered by this Agreement whose normal workday shall consist of eight (8) consecutive hours of work which may be interrupted by a lunch period, and whose normal workweek shall consist of forty (40) hours per week, and who have been employed by the Employer for a period of at least one (1) year shall receive paid vacations during each year, calculated as follows:

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

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

Section 10.2 Eligibility Requirements. (a) In order to be eligible for vacation pay, an employee must have worked a minimum of 1,080 hours during the twelve (12) calendar months preceding his/her anniversary date of employment. For purposes of vacation eligibility, absence from work due to a bonafide job-related injury, or time charged as vacation time or legitimate paid sick leave (i.e., legitimate incapacitation or illness of the employee for which sick leave is paid) shall be included in determining eligibility requirements.

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

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

Section 10.3 Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times most desired by each employee with consideration being given to the wishes of the employee in accordance with his/her relative length of continuous service. If the orderly performance of the services provided by the Employer makes it necessary to limit the number of employees from taking vacation at a particular time, the employee with the greater seniority shall be given his/her choice of vacation period.

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

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

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

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

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

Section 10.4 Vacation Accumulation. Normally, vacation shall be taken during the year allowed which is the twelve (12) months following the employee's anniversary date, unless:

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

- 2) A written request has been submitted to the Department Head at least thirty (30) days before the end of the year in which the vacation is to be taken, citing circumstances and a desire by the employee to accumulate vacation time. Such request will be granted, if at all possible; however, the final determination is exclusively reserved for the Department Head.
- 3) Accumulated vacation shall be taken within the first six (6) months following the year in which it was originally allowed. If the vacation was held over in accordance with Paragraph 2 of this Section, remuneration will be paid at the rate which the employee would have been paid, had the employee taken his/her vacation during the year in which it would originally have been allowed.

#### ARTICLE XI LEAVES OF ABSENCE

Section 11.1 General Leave. (a) Employees covered by this Agreement may request in writing a leave of absence from their Department Head, who may grant a leave of absence to an employee who has been in the bargaining unit for not less than three (3) months, for such a period as he/she sees fit, not to exceed one (1) year, except if it is to enable an employee to accept an appointive position with the City of Urbana, in which case the leaves of absence may be indefinite. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.

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

Section 11.2 Sick Leave. Employees covered by this Agreement whose normal workday shall consist of eight (8) consecutive hours of work, which may be interrupted by a lunch period, and whose normal workweek shall consist of forty (40) hours per week, shall be credited with 68.6 hours sick leave on their starting anniversary date. After completion of one (1) calendar year of full-time employment, an employee shall accumulate eight (8) hours of sick leave per month.

Sick leave may be accumulated with no maximum. Sick leave shall not be charged for any absence due to job-related injuries.

Pregnancy, miscarriages, abortion, childbirth, and recovery therefrom, will be considered by the Employer as "temporary disabilities" for the period in which an employee cannot or should not on medical advice perform her job. Sick leave benefits as are herein provided may be applied to any such period of "temporary disability."



Except as otherwise provided herein, accumulated sick leave may be charged for non-duty illness and off-the-job incurred injury and disability. An employee may not utilize accumulated sick leave for injury or disability resulting from other employment, providing said employee is eligible to receive workers' compensation benefits from an employer other than the City. Sick leave may also be utilized in the event of a serious illness or injury involving a member of the immediate household (spouse and/or child), to a maximum of three (3) days unless additional days are approved in advance by the Department Head or his/her designee, per fiscal year covered by this Agreement.

In order to be eligible to receive sick leave benefits as above specified, an employee returning to work shall, upon request, present to the Department Head or his/her designee, a certificate from a reputable physician stating that he/she personally treated said employee for the sickness which kept him/her from work and that the employee is fit to return to work. The provisions of this paragraph shall not apply to an employee who is absent from work four (4) scheduled workdays or less. In all such cases where the employee is absent four (4) scheduled workdays or less, the Department Head or other person designated by the Department Head may investigate said absence on the first day thereof and submit a report as to whether the employee is sick and thus unable to perform the duties of his/her employment. If the report is approved by either the Department Head or his/her designee, then the employee shall be entitled to sick leave pay in accordance with the first paragraph of this Section on the day or days when he/she would have otherwise been scheduled to work but for his/her sickness.

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

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 of pay at the time of such honorable separation.



Section 11.3 Funeral Leave. When a death occurs in an employee's immediate family (i.e., employee's or spouse's Mother, Father, Brother, Sister, Child, Grandparents or Spouse of employee) an employee covered by this Agreement, upon request, will be excused with pay for up to three (3) days for the purpose of attending the funeral. At the sole discretion of the Employer, leave for the purpose of attending the funeral of persons other than those set forth above may be granted.

Section 11.4 Jury Leave. Any regular, full-time employee who is called for jury service shall be excused from work for the days on which he/she serves and he/she shall receive for each day of jury service on which he/she otherwise would have worked, the difference between the normal daily rate of pay he/she would be entitled to during such period and the payment he/she received for jury service. The eligible employee will present proof of service and of the amount of pay received therefore.

Section 11.5 Military Leave. (a) Any employee who is recalled, enlists, or who is inducted into the Armed Forces of the United States shall be granted a leave of absence without pay for the term of his/her training and service and shall be entitled to reemployment rights under applicable law, provided such employee shall make application for reemployment within the period prescribed by law after being relieved from such training and service.

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

Section 11.6 Miscellaneous Leave. (a) Civic Leave. Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period to fulfill their civic responsibilities.

(b) Educational Leave.

(1) Employees may be granted, upon request, a leave of absence not to exceed one (1) year, for educational purposes, without pay. Thereafter, such educational leave may be renewed, in writing, by the Employer.

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

- (2) Any employee who has completed his/her probationary period may apply for leave to take one (1) course during his/her regular workweek to improve or upgrade the individual's job-related skill or ability. Such course must be approved by the employee's Department Head and the Personnel Director, who may approve same only if the completion of such course can be reasonably expected to help the employee in the performance of his/her job. Such approval is to be made on an individual basis before the employee can begin the course. A course shall be interpreted as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. Any such leave shall automatically expire with the end of the term of the particular course.
- (3) In addition to the leave as provide in part (2) above, the Employer will provide funds to reimburse the employee for one-half (1/2) the cost of tuition and books directly related to the course, provided that the employee successfully completed such approved course. In the event an employee takes an approved course during other than regular working hours, the employee will still be eligible for reimbursement as determined above, provided prior approval has been received in accordance with the provisions of part (2) above.

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

Section 11.7 Return from Leave in Excess of One Year. Unless otherwise specifically provided for in this Agreement, an employee returning from a leave of absence in excess of one (1) year shall, to the extent possible, be permitted to return to the position he/she occupied when he/she began his/her leave. The Employer shall not, however, be required to displace any employee, but in the event his/her position has been filled, he/she shall be placed on a preferential hiring list.

Section 11.8 Effect of Leave on Seniority. An approved leave shall not be considered a break in continuous service; provided, however, that seniority shall continue to accrue only during (a) paid leaves, and (b) unpaid leaves of less than two (2) weeks' duration (except legitimate unpaid sick leave).

Section 11.9 Exhaustion of Sick Leave. Employees who are eligible for sick leave as provided in Section 11.2 of the Agreement, but who have exhausted all of their accumulated sick leave, shall be granted an unpaid sick leave for the duration of their illness or injury. Any such unpaid sick leave must be requested in writing by the employee at the time sick leave is exhausted. Upon receipt of such unpaid leave, if it is to be extended beyond three (3) months, the employee may be required to waive any right to immediate reinstatement. During such unpaid sick leave, the City may also order a physical examination as provided in Section 11.2(b) above. Any employee's right to unpaid sick leave shall be terminated if he/she accepts remunerative employment elsewhere during such leave. The provisions of Section 11.7 and 11.8 shall likewise be applicable to unpaid sick leave granted pursuant to this Section.

Section 11.10 Personal Leave. Employees covered by this Agreement shall be entitled to one (1) day of personal leave with pay, during each full year of this Agreement. Said personal leave time shall be taken in increments of eight (8) hours and shall be scheduled with the Department Head or his/her designee in advance. Such scheduled personal leave time shall normally be granted; provided, however, it is expressly understood that the right to schedule personal leave time is reserved to the Department Head or his/her designee in order to provide for the effective operation of the department. Personal leave may not be accumulated from year to year, but shall be taken in the year granted.

## ARTICLE XII INSURANCE

Section 12.1 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 line insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the Employer and the insurance companies.

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

Section 12.2 Group Insurance. Commencing July 1, 1987, 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 Employer 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.

Section 12.3 (a) AFSCME Dental Plan. Upon receipt of a signed authorization from an employee on a standard form acceptable to the Employer, the Employer agrees to deduct from such employee's pay the uniform individual or family plan premium for the AFSCME sponsored dental insurance plan. The Union will notify the Employer annually in writing of the amount of the uniform individual or family plan premium to be deducted. Deduction shall be made on each payday and shall be remitted, together with an itemized statement, to the Treasurer of the Union or his/her authorized designee by the 15th day of the month following the month in which the deduction is made.

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

Section 12.4 Disputes Concerning Individual Claims. Disputes arising from an individual claim shall be resolved in accordance with the terms and conditions of the applicable insurance policy or plan and shall not be subject to the grievance procedure set forth in this Agreement.

#### ARTICLE XIII GENERAL PROVISIONS

Section 13.1 Gender. Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

Section 13.2 Uniforms. The Employer shall continue to provide uniforms to employees presently required to wear them. Any bargaining unit employee who is not presently required to wear a uniform who is required to do so in the future shall receive a fifty-dollar (50.00) allowance for said purpose.



Section 13.3 Rules and Regulations. Prior to implementation of any proposed changes and/or additions of rules and regulations, the Employer agrees to notify the Union of the change and, upon request, shall meet for discussion of the same. The Employer agrees that an allegation of arbitrary, capricious or discriminatory application of its rules and regulations shall be subject to the grievance procedure. The Employer shall not discipline or discharge any employee without just cause.

Section 13.4 Bulletin Boards. The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in work areas to be used by the Union for official Union business. A copy of all posted material shall be provided to the Personnel Director and signed by the appropriate Union officer. Any such material, the copies of which have not been so provided to the Personnel Director, may be removed by the Employer at its discretion.

Section 13.5 Call-Back Pay. An employee called back to work after having gone home shall receive a minimum of two (2) hours of work at his/her straight-time hourly rate (subject to Section 6.6) unless the time extends into his/her regular shift.

Section 13.6 Stand-By Pay. Effective upon ratification of this Agreement, whenever any employee is assigned to stand-by duty, the Employer shall pay any such employee so assigned to stand-by duty the minimum sum of thirty dollars (\$30.00) for each full two (2) week payroll period of such assigned stand-by duty. For the purpose of this Section, stand-by duty is defined as the ability of the Employer to contact an employee either by phone or otherwise, for the purpose of immediately responding to and performing any required task. Stand-by assignment shall not be made by the Employer in increments of less than two (2) week payroll periods.

Section 13.7 Break Time. There shall be provided to employees covered by this Agreement two (2) fifteen (15) minute breaks for each full eight (8) hour shift of scheduled work, the terms and conditions of which said breaks shall be governed and controlled by such rules and regulations as may, from time to time, be duly promulgated by the Employer.

Section 13.8 Control of Absenteeism or Sick Leave Abuse. It is understood that unreasonable absenteeism, or the abuse of sick leave constitutes just cause for discipline and it is the intent of the Employer to take corrective action. If any employee is disciplined for unreasonable absenteeism or the abuse of sick leave, the discipline shall not be set aside unless it is arbitrary, capricious, or discriminatory. Nothing contained in this Agreement shall be construed as prohibiting the Employer from taking any reasonable measure to control unreasonable absenteeism or the abuse of sick leave.



Section 13.9 Job Descriptions. The Employer shall maintain job descriptions describing the duties of each classification. Upon request, an employee shall be furnished a copy of his/her job description; the Union shall also be furnished a copy of any job description upon request. In the event the Employer changes a description, a copy of the new description shall be provided to the Union and, upon written request, the Employer shall meet with the Union to discuss any changes.

Section 13.10 Personnel Files. (1) Personnel Files. The City shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee.

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

- (a) Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the Employer. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance may have a representative of the Union present during such inspection.
- (b) Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are to be used in conjunction with the processing of a grievance filed by the employee. The employee shall bear the cost of duplication.
- (c) Pre-employment information; e.g., reference checks and responses, or information provided the Employer with the specific request that it remain confidential, shall not be subject to inspection or copying.
- (d) A copy of any disciplinary action or material related to an employee's performance which is placed in the personnel file shall be served upon the employee, the employee so noting receipt.

Section 13.11 Damage to Personal Property. Effective through June 30, 1988, eyeglasses and false teeth which are damaged or destroyed while an employee is in the line of duty shall be repaired or replaced by the Employer, subject to the maximum dollar limitations as set forth below, and provided that such repair or replacement is not covered by applicable insurance policies:

Maximum Dollar Limitations

Eyeglass frames and lenses	\$50.00
False teeth	Full Value

Effective July 1, 1988:

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

- a) If eyeglasses are totally destroyed the Employer will pay for replacement of lenses based on the last verifiable prescription plus the cost of frames, but in no event shall the total cost to the Employer exceed the sum of \$150.00.
- b) If either or both lenses to eyeglasses are damaged or destroyed, replacement will be made based upon the last verifiable prescription, but in no event shall the cost to the Employer exceed the sum of \$100.00.
- c) In the event of damage or destruction of frames, the Employer will pay up to a maximum of \$50.00 for replacement or repair of such frames.
- d) If false teeth are damaged or destroyed the Employer will pay the full value of their replacement or repair.

Section 13.12 Discipline. The Employer agrees with the tenets of progressive and corrective discipline, where appropriate, and that it shall not discipline or discharge any employee without just cause. No employee shall be demoted for disciplinary reasons, but only for inability to perform the work required by his/her position and classification. Discipline shall be imposed as soon as possible after the Employer becomes aware of the event or action giving rise to the discipline and has a reasonable period to investigate and consider the matter.

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

Oral reprimands may be noted in an employee's personnel file provided the employee is notified to that effect. In the event of disciplinary action, other than an oral reprimand, is taken against an employee, the employee and the Union shall be provided with a copy of any statement of the facts and reasons supporting the disciplinary action which is to be placed in the employee's personnel file. In the event suspension or discharge of a non-probationary employee is contemplated, in addition to all other requirements of this section, a pre-disciplinary meeting shall be held with the employee and, if requested by the employee, an appropriate representative of the Union, at which time the opportunity shall be granted to the employee and/or the Union representative to clarify

rebut the reasons given for the contemplated suspension or discharge before the employer makes a final determination of the measure of discipline to be imposed. In any event, a Union representative may attend as an observer in such meetings. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances subsequently become known.

Section 13.13 Union Rights. (a) Union Activity During Working Hours. Employees shall, after giving reasonable notice to their supervisors, be allowed reasonable time off with pay during working hours to attend grievance meetings or other meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being union representatives or grievants and if such attendance will not unreasonably or substantially disrupt or interfere with the Employer's operations.

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

Section 13.14 Labor-Management Committees. For the purposes of monitoring communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, there may be established departmental Labor-Management Committees. These committees shall each be composed of a maximum membership of three (3) representatives each for both the Union and the City with these representatives to be selected and designated by the Union and the respective Department Heads.

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

Section 13.15 Precedence of Agreement. In the event of a conflict between a provision of this Agreement and any regulation, ordinance or rule of the Employer or any of its boards or commissions (insofar as said regulation, ordinance or rule affects employees covered by this Agreement), the provisions of this Agreement shall control. The Employer shall take any legal action necessary to accomplish the foregoing.

ARTICLE IV  
CLASSIFICATION/COMPENSATION STUDY

The Employer shall conduct a classification/compensation study of all positions in the bargaining unit to be completed no later than eighteen (18) months from the execution of this Agreement. During the course of the study, the parties shall meet on an ongoing basis to discuss the progress of the study, provide opportunity for input by the Union and discuss the results of the study upon its completion.

ARTICLE XV  
CONFORMANCE WITH LAW

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

ARTICLE XVI  
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII  
TERMINATION

This Agreement shall be effective as of the first day of July, 1987, and shall remain in full force and effect until June 30, 1990. 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 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force

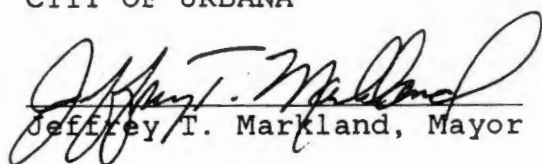


and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

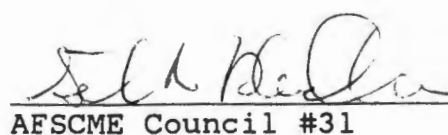
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 31st day of December, 1987.

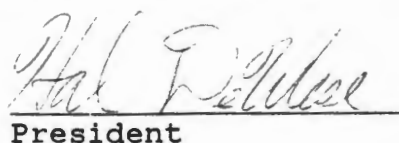
CITY OF URBANA

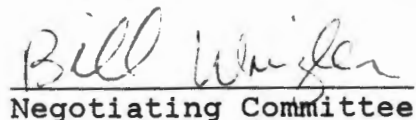
  
Jeffrey T. Markland, Mayor

ATTEST:

  
Ruth S. Brookens, City Clerk

  
AFSCME Council #31

  
President

  
Negotiating Committee

  
Negotiating Committee

  
Negotiating Committee

  
Laura K. Davis

APPENDIX "A"  
AUTHORIZATION FOR  
CHECKOFF OF UNION DUES

I hereby authorize the City of Urbana to deduct from my pay the union dues of American Federation of State, County and Municipal Employees, AFL-CIO Council 31, Local 1331, and remit said amounts to the Union.

I understand that I may not cancel this authorization for one (1) year from the date I sign it or until the termination date of the current labor agreement between the Union and the Employer, whichever date occurs sooner.

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Print Name

---

Signature

---

Date

APPENDIX "B"

Section B.1 Effective July 1, 1987, through and including June 30, 1988, 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, except employees shall receive ninety percent (90%) of a retroactive adjustment for the period July 1, 1987 to December 7, 1987:

POSITION	ANNUAL BASE	HOURLY
Certified Mechanic	\$23,462	11.280
Mechanic	22,483	10.809
Equipment Operator	20,854	10.026
Electrician I	20,854	10.026
Auto Service Person	20,854	10.026
Arbor Technician	20,854	10.026
*Animal Control Warden	20,261	9.741
Maintenance Worker	19,675	9.459
Materials Collector	19,675	9.459
Meter Maintenance Person	19,675	9.459
Building Maintenance Person	19,675	9.459
Custodian	16,642	8.001
Account Clerk	17,093	8.218
Clerk Typist	16,222	7.799

Section B.2 Effective July 1, 1988, through and including June 30, 1989:

POSITION	ANNUAL BASE	HOURLY
Certified Mechanic	\$24,284	11.675
Mechanic	23,269	11.187
Equipment Operator	21,584	10.377
Electrician I	21,584	10.377
Auto Service Person	21,584	10.377
Arbor Technician	21,584	10.377
*Animal Control Warden	20,971	10.082
Maintenance Worker	20,363	9.790
Materials Collector	20,363	9.790
Meter Maintenance Person	20,363	9.790
Building Maintenance Person	20,363	9.790
Custodian	17,224	8.281
Account Clerk	17,692	8.506
Clerk Typist	16,790	8.072

Section B.3 Effective July 1, 1989, through and including June 30, 1990:

POSITION	ANNUAL BASE	HOURLY
Certified Mechanic	\$25,255	12.142
Mechanic	24,199	11.634
Equipment Operator	22,447	10.792
Electrician I	22,447	10.792
Auto Service Person	22,447	10.792
Arbor Technician	22,447	10.792
*Animal Control Warden	21,809	10.485
Maintenance Worker	21,179	10.182
Materials Collector	21,179	10.182
Meter Maintenance Person	21,179	10.182
Building Maintenance Person	21,179	10.182
Custodian	17,913	8.612
Account Clerk	18,400	8.846
Clerk Typist	17,462	8.395

\*The salary rate for newly hired Animal Control Warden will be \$17,100.00 annually, \$8.221 per hour; thereafter, a new employee hired into this position shall be eligible for scheduled base pay increases.

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



APPENDIX "C"  
LONGEVITY PAY

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

APPENDIX "D"  
SIDE LETTERS

Mr. Harold Benedict  
Assistant Director  
District Council 103  
A.F.S.C.M.E.  
912 East Capitol  
Springfield, Illinois 62701

RE: Memorandum of Understanding (Seniority Dates)

Dear Mr. Benedict:

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

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

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER  
& GERALDSON

By Michael J. Rybicki  
Accepted on behalf of  
the Employer

by \_\_\_\_\_  
Accepted on behalf of  
the Union

Mr. Harold Benedict  
Assistant Director  
District Council 103  
A.F.S.C.M.E.  
912 East Capitol  
Springfield, Illinois 62701

RE: Memorandum of Understanding (Selection of Arbitrators)

Dear Mr. Benedict:

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

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

Very truly yours,

SEYFARTH, SHAW, FAIRWEATHER & GERALDSON

by \_\_\_\_\_  
Michael J. Rybicki

Accepted on behalf of the Union

Accepted on Behalf of the City

by \_\_\_\_\_  
Dated:

by \_\_\_\_\_  
Dated:

APPENDIX "E"  
AGREEMENT ON PRODUCTIVITY  
INCENTIVE PLAN

Section 1. Productivity Improvement Committee. There shall be one or more committees established whose function will be to consider work quality and productivity issues within their respective departments. One committee shall consist of four bargaining unit members from Public Works and one bargaining unit member from the Light Department, each representative to be appointed by the AFSCME Local Executive Board and an equal number of management representatives from the two departments. A second committee may be established and consist of up to two (2) bargaining unit members from the Police Department, each representative to be appointed by the AFSCME Local Executive Board and an equal number of management representatives from the Police Department. Members of each committee shall be reappointed on a yearly basis.

Section 2. During the second year of the Agreement, the Committee will discuss and consider ideas and concepts to improve work quality and productivity, to enhance employee job satisfaction, skill levels and versatility and to promote the timely completion of work. The Committee shall also discuss and consider the most appropriate number, size and composition of "Quality Circles" to be established, as well as the frequency and ground rules for their meetings.

Any idea or concept on which full Committee consensus develops during the second year of the Agreement will be implemented beginning with the third year of the Agreement.

The Committees will establish productivity improvement standards and rewards for improvements in basic group behaviors and for individual projects where appropriate, including, but not limited to, reduced absenteeism and lateness, reduced on-the-job injury histories, reduced vehicle and equipment operation accidents, reduced tool loss, and standards for project completion.

Section 3. Bonuses. The Committees shall award bonuses to be paid by the City for quantifiable increases in productivity resulting from their actions in Section 2. Such awards may be (with the consensus of the full committee) to all bargaining unit members of the department within which the productivity improvement occurred, or to a smaller work group if the improvement occurred in an identifiable project. The amount of the savings shall be objectively determined by the Committees with the concurrence of the Department Heads. Rewards may include bonus pay, time off, "prizes", or other appropriate forms of achievement recognition, dependent upon the nature of the achievement. However, no reward shall cost more than fifty percent (50%) of the dollar savings brought on by the productivity improvement.



Section 4. Restrictions. The Productivity Improvement Committees shall not consider issues that fall outside the bounds of an individual's job freedoms including compensation, promotion, grievances, or articles in this contract except for this particular article. The City shall attempt by all reasonable means to implement any proposal proposed by a Committee through consensus of that Committee.

For the City of Urbana

For the Union

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Dated \_\_\_\_\_