

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31, LOCAL 1331

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois, and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 have met for the purpose of negotiating in good faith a contract for the term beginning July 1, 1996 through June 30, 1999; and

WHEREAS, a written copy of such an agreement entitled "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, 1996 THROUGH JUNE 30, 1999" has been presented to and is now before this Council;

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

Section 1. That the Council approves the City entering into an agreement with the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, Local 1331 for the term beginning July 1, 1996 through June 30, 1999.

Section 2. That the Mayor is authorized to execute and deliver such an agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached and incorporated into this Ordinance. The City Clerk is authorized to attest to the Mayor's execution of the agreement.

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

PASSED by the City Council this 1st day of July, 1996.

AYES: Hayes, Kearns, Patt, Pollock, Ryan, Taylor, Whelan

NAYS:

PRESENT:

Phyllis D. Clark
Phyllis D. Clark, City Clerk
Robert D. Roberts
Robert D. Roberts, Deputy Clerk

APPROVED by the Mayor this 8th day of July, 1996.

Tod Satterthwaite
Tod Satterthwaite, Mayor

AGREEMENT BETWEEN

THE CITY OF URBANA, ILLINOIS

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 31, LOCAL 1331

FOR THE TERM BEGINNING

JULY 1, 1996

THROUGH

JUNE 30, 1999

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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.

(c) Any dispute concerning the application, meaning or interpretation of 1.2 (b) of this Section shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

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 Fair Share. Commencing July 1, 1993, any employee who is not a member of the Union shall, as a condition of employment, be required to pay a proportionate share (not to exceed the amount of Union dues) of the cost of the collective bargaining process contract administration and pursuing matters affecting wages, hours and conditions of employment. Any employee hired on or after July 1, 1993 who has not made application for membership shall, on or after the sixtieth (60th) day following his/her date of hire also be required to pay a fair share of the cost of the collective bargaining process and contract administration. Such monthly fair share service charge shall not exceed the uniform monthly dues and/or assessment(s) paid by a member of the Union, less that portion of said dues and assessment(s) which are or may be used for political purposes.

The Union agrees to comply with the requirements set forth in Chicago Teachers Union vs. Hudson, 106 U.S. 1066 (1986) with respect to the constitutional rights of fair share fee payoffs, including giving timely notice of the fee and an explanation of the basis therefor, an audited breakdown of the major categories of expenses, placing any disputed amounts in escrow pending resolution of any objections, and advising the fair share fee payors of the dispute resolution procedure for such objections. The parties agree that all such objections shall be consolidated for purposes of adjudication and the procedures and offices of

**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).

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).

If any grievance pertains to an employee's termination, then absent mutual written agreement between the City and Union, the arbitration hearing shall commence within sixty (60) days after the arbitrator accepts appointment. Absent an agreed upon extension, if the hearing does not begin within such sixty (60) day period, the City shall be relieved of any back pay liability occasioned by the delay. If the arbitration is delayed solely because of the arbitrator's or City's schedule the liability relief provision shall not apply.

**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.
- 4) For custodians, 6:00 a.m. to 2:30 p.m.
- 5) For meter maintenance persons, 7:00 a.m. to 3:30 p.m.

(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.

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. (a) Subject to applicable Federal law, including federal 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 forty (40) hours, provided that no employee may earn more than a total of one hundred and twenty (120) hours of compensatory time during any calendar year. 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.

(b) No more than one hundred and twenty (120) hours of compensatory time may be used in any calendar year. Compensatory time shall be considered "used" when it is cashed out or taken as time off. For purposes of this section, the calendar year shall be considered to be December 1 through November 30.

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.

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. 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 for more than ten (10) days shall receive, as minimum compensation for the entire 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.

- 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, 1996, through June 30, 1997 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, 1997 through June 30, 1998 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, 1998 through June 30, 1999 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. Longevity pay shall be paid according to Appendix C attached hereto and made a part of this Agreement.

Section 8.3 Bonuses. Effective July 1, 1993, the Employer shall award bonuses to individual bargaining unit members in accordance with the terms of the Agreement on Productivity Incentive Plan, identified as Appendix E attached hereto and made a part of this Agreement.

Section 8.4 Merit Pay. Effective July 1, 1994, the Employer shall award bonuses to individual bargaining unit members in accordance with the terms of the Merit Pay Agreement, identified as Appendix F attached hereto and made a part of this Agreement.

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.

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

For example, if the expected annual average is 32 hours, and the actual annual average is 24 hours, and there are 29 employees, the productivity improvement is eight (8) hours times 29 employees, or a total of 232 hours. Fifty (50) percent of the total, or 116 hours, will be available for distribution to eligible employees as outlined below.

Expected annual average sick leave usage is 42 hours minus actual average annual sick leave due to hospitalization.

- b) For each calendar quarter with no absences, an employee will receive a "share;" at the end of the year, fifty (50) percent of the annual productivity improvement will be divided by the total number of "shares" and distributed accordingly to the shareholders. However, such time off shall not exceed four (4) days (32 hours) for any one employee. This time off will be taken during the week between Christmas and New Years as approved by the employee's supervisor; employees who receive such bonus time off will have priority over vacation requests for that time period by other employees. Employees who are absent as a result of this will be eligible for emergency call-back.

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

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 and family 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 and family leave is exhausted. 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.

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

**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 sum of seventy-five dollars (\$75.00) 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 13.11 Damage to Personal Property. 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 \$275.00.
- 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 \$200.00.
- c) In the event of damage or destruction of frames, the Employer will pay up to a maximum of \$75.00 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 and/or 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

2) The City will provide training to assist employees in obtaining a State of Illinois CDL, with air brake endorsement.

3) The City will pay the difference between the State fee to obtain a CDL, with air brake endorsement and a regular drivers license not to exceed thirty dollars (\$30.00) per employee for each renewal.

Section 13.17 Legislative Action. During the term of this Agreement, if the Illinois General Assembly enacts new legislation benefitting employees covered by this Agreement and the effects of such new legislation is to increase cost to the City beyond those which exist at the time this Agreement is executed, the Union agrees to meet with the City to negotiate the distribution of such increased cost between the City and employees. However, legislated changes in pensions, disability and workers' compensation shall not be subject to negotiations.

ARTICLE XIV CONFORMANCE WITH LAW

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

ARTICLE XV FAMILY LEAVE

Section 15.1 Definitions. As used in this article, the following terms shall have the meaning ascribed to each such term as set forth below:

"Family leave" means any leave taken for one or more of the reasons set forth in subsection 15.2(A), regardless of whether the leave is paid or unpaid.

"Parent" means the biological parent of any employee or an individual who stood in loco parentis (in the place of a parent) to an employee when the employee was a son or daughter.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility or continuing treatment by a physician.

"Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in the place of a parent), who is under eighteen years of age or is eighteen years of age or older and incapable of self-care because of a mental or physical disability.

"Spouse" means a husband or wife.

- (B) the failure to return to work is for a reason other than
- (1) the continuation, recurrence, or onset of a serious health condition of the employee or the spouse, or a son, daughter, or parent, of the employee, or
 - (2) circumstances beyond the control of the employee.

Section 15.6 Restoration to Position. Employees who take unpaid family leave shall be entitled, on return from such leave to be restored to

- (A) the position of employment held by the employee when the leave commenced, or
- (B) an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

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, 1996, and shall remain in full force and effect until June 30, 1999. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) 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 sixty (60) 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.

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.

Print Name

Signature

Date

**Section B.2 Effective July 1, 1997, through and including
June 30, 1998:**

POSITION	ANNUAL BASE	HOURLY
Certified Mechanic	\$32,933	15.833
Mechanic	31,553	15.170
Equipment Operator	29,274	14.074
Electrician I	29,274	14.074
Auto Service Person	29,274	14.074
Arbor Technician	29,274	14.074
Building Maintenance Person	29,274	14.074
*Animal Control Warden	28,440	13.673
Maintenance Worker	27,618	13.278
Materials Collector	27,618	13.278
Meter Maintenance Person	27,618	13.278
Public Works Clerk	23,995	11.536
Custodian	23,358	11.230
Support Services Clerk	25,199	12.115

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.

Longevity pay shall be based on an employee's years of continuous full-time service, and shall accumulate according to the following schedule, which shall be implemented on July 1, 1997:

Years of Employment	Total Increase Above Base Pay
6	3%
8	5%
10	6%
13	8%
16	10%

This schedule shall apply to all employees except those for whom a higher percentage of longevity pay has become vested, or will have become vested, by June 30, 1997, under the longevity provisions contained in the agreement that expires June 30, 1996.

Longevity pay shall be considered part of an employee's total maximum salary for all purposes including the computation of payment of overtime.

Memorandum of Understanding (Selection of Arbitrators)

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.

Accepted on behalf of the Union

Accepted on Behalf of the City

by _____
Dated:

by _____
Dated:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF URBANA AND AFSCME LOCAL 1331**

Re: Compensation during absence due to job-related injury or illness

In the event of a duty-related injury or illness which results in an employee being unable to work, the City will maintain regular gross compensation (based on a 40-hour work week) for the first ten (10) work days following the accident or injury. If after this period the employee remains on a job-related disability leave, the City will maintain the regular net pay (based on a 40-hour work week) after taxes, SSI, and required pension contributions, for nine (9) months by supplementing the amount received from the City's insurance carrier. Net pay includes any deduction for savings or other authorized deductions, which shall continue unless employee revokes authorization. The City may revoke this supplement, as well as take any other steps available to it, only if there is medically approved alternate work available, workers' compensation benefits are denied, the employee is earning income through secondary employment, or the City has reason to believe the employee is able to return to work as determined by the state laws governing workers' compensation.

Following the nine (9) months, if the employee still has not recovered, he or she will be directly compensated by the insurance company holding the City's workers' compensation policy and City payments will cease.

City payments of employee health and life insurance premiums will be maintained for the year, if applicable. Sick leave shall accrue as long as an employee is receiving workers' compensation for the same injury or illness. Employees will maintain their vacation balance while on leave, but will not earn or carry over any additional vacation credit beyond what is assigned on their anniversary date. Assignment of vacation leave on the employee's anniversary date shall continue unaffected.

The intent of this agreement is to help the employee by providing more than the law requires, and to protect the City by providing flexibility to respond to situations where such practice may be a dis-incentive to return to work. The agreement may be renegotiated without precedent when the contract is open, if in the opinion of the Chief Administrative Officer it is becoming such a dis-incentive. This does not preclude the union from also renegotiating this agreement when the contract has expired. This agreement shall be made a part of the next collective bargaining agreement between the parties.

Accepted on behalf of the Union

Accepted on behalf of the City

By: _____
Date: _____

By: _____
Date: _____

4. Within thirty (30) calendar days of signing this agreement, there will be a labor-management meeting to review the nature of overtime during available to bargaining unit employees with the goal of creating a list of those persons or classifications qualified to perform each type of duty. The Union shall have four (4) representatives at the meeting. it is understood that as the nature/type of overtime during change that either party can request a meeting to review the list. It is further understood that nothing in this paragraph shall be construed in any way to infringe upon management rights as set forth in Article III, Article VI, or any other section of the collective bargaining agreement between the parties.

This Agreement concerning the distribution of overtime for Public Works bargaining unit employees has been reached and verified by the signature of the parties' representatives on the dates shown below.

The City of Urbana
By its authorized representative

Date

AFSCME
By its authorized representative

Date

- c) Leave time will not be approved for a particular vacation period prior to the last day of the respective selection period.
- d) After the expiration of a particular sign-up period the City will attempt to use temporary transfers to accommodate subsequent leave requests. Supervisory staff will make every effort to return employee leave request forms as soon as possible to the requesting employee.
- e) In the case of emergencies or because of special circumstances, at the discretion of an employee's Division Head, the five (5) day limit and/or the advance notice periods may be waived.

Accepted on behalf of the Union

Accepted on Behalf of the City

by _____
Dated:

by _____
Dated:

APPENDIX "E"
AGREEMENT ON PRODUCTIVITY
INCENTIVE PLAN

It is the intent of the Employer to recognize the significant cost-saving ideas of the employees. A cost-saving idea is when someone:

1. achieves results that provide greater revenue for the City,
2. implements a new system or procedure that enhances productivity or improves the quality of the service provided, or
3. performs a task outside one's duties and responsibilities that results in less cost to the City than if it were contracted out or performed by someone else.

Recognition for a significant cost-saving idea would be made by the Division Manager with approval of the Department Head. Paid time off would be the reward for a significant cost-saving idea.

For the City of Urbana

For the Union

Dated _____

APPENDIX "G"
PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

- A. **Filing an Objection.** An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Union President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.
- B. **Review Step One.** Any objection properly submitted to the Union President shall be promptly heard by the Executive Board of the Union, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments is to be made, and notify the objector in writing.
- C. **Review Step Two.** Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that Agency.
- D. **Segregated Funds.** Upon the initial receipt by the Union of any contested amount of proportionate fair share payment by an employee, the Union shall cause or direct such contested amount to be placed in an interest-bearing escrow account at the then-prevailing rate. Any additional so contested amounts, collected while the objection is in process shall be similarly directed to such account and remain so segregated from usual and customary Union funds until such time as the validity of the objection is finally determined.
- E. **Rebates.** In the event that the Union determines or the Illinois State Labor Relations Board directs a reduction in the proportionate share payments, the Union shall notify the City to comply with said ruling as to prospective deductions from the salaries of non-members and the Union shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.