

RESOLUTION

WHEREAS, the City of Urbana, Illinois, has previously recognized the Urbana Fraternal Order of Police, Lodge #70 as the bargaining agent for the bargaining unit as defined in the attached Interim Agreement, and

WHEREAS, after negotiations the parties have agreed as is set forth in the attached Interim Agreement, and

WHEREAS, the bargaining unit has previously approved the Interim Agreement, and

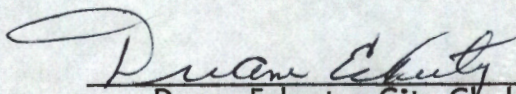
WHEREAS, the Urbana City Council finds that it is in the best interests of the City of Urbana, Illinois, to enter into the attached Interim Agreement,

THEREFORE BE IT RESOLVED that:

1. The City Council of the City of Urbana, Illinois, hereby and herewith authorizes the Mayor of the said City to execute on behalf of the City of Urbana, Illinois, the Interim Agreement attached hereto and incorporated herein by reference.

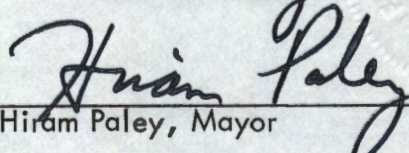
2. Provided, however, that anything in the Agreement notwithstanding to the contrary any matters which cannot be legally effected without a change in the Urbana City Ordinances, shall not be effective unless and until such Ordinances are duly adopted and effective in accordance with law.

PASSED by the City Council this 20th day of January, 1975.



Duane Eckerty, City Clerk

APPROVED by the Mayor this 31 day of January, 1975.



Hiram Paley, Mayor

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INTERIM AGREEMENT

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

It is expressly understood that the foregoing paragraph shall not preclude the parties from negotiating over matters not covered in this Interim Agreement for inclusion in a more comprehensive collective bargaining agreement to be effective on or after July 1, 1975.

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DEFINITIONS

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

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

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

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

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

CHANGES IN NORMAL WORKDAY AND WORKWEEK

Should it be necessary to establish daily or weekly work schedules departing from the normal workday or the normal workweek, notice of such change shall be given to the Lodge as far in advance as is reasonably practicable.

TERM OF AGREEMENT

This Agreement shall be effective as of the _____ day of _____, 1975, and shall remain in full force and effect until the 30th day of June, 1976. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party in writing at least 120 days prior to the anniversary date that it desires to modify this Agreement.

VACATIONS

Section 1. Eligibility for Vacations. During their first year of employment, employees shall accrue eight (8) hours for each full month of employment to the maximum of eighty (80) hours. The accrual shall start with the first day of full-time employment and that shall be the starting anniversary date of full-time employment.

On each anniversary date, the remaining vacation time will be cancelled, except as provided for in Section 4 of this Agreement, and the schedule set forth herein will be used. The figures below represent the number of vacation hours which will be credited on the anniversary date depending on term of service. The determination of completion of years of service shall be based upon the anniversary date of employment.

| <u>Years of Continuous Service</u> | <u>Amount of Vacation</u> |
|------------------------------------|---------------------------|
| 0 - 1 Years | 80 Hours |
| 1 - 5 Years | 96 Hours |
| 6 - 9 Years | 120 Hours |
| 10 - 19 Years | 160 Hours |
| 20+ | 200 Hours |

Section 2. Eligibility Requirements. For purposes of this Agreement, time lost from active duty 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), will be included in a determination of eligibility requirements.

Section 3. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times most desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service in his/her current classification by Watch and/or assignment; provided, however, that employees who were previously in a higher rated classification but who have exercised their right to displace the least senior employee in the next lower rated classification during a reduction in force shall be considered the most senior employees in said classification. It is expressly understood that the final right to designate the vacation period is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the City.

Section 4. Vacation Accumulation. Normally, vacation shall be taken during the year allowed, unless:

1. It is determined by the Chief of Police that the needs of the department are such that an employee cannot be allowed his vacation time within the twelve (12) month period.
2. A written request has been submitted to the Chief of Police citing circumstances and a desire by the employee to accumulate vacation time for a special purpose. Such request will be granted, if at all possible; however, the final determination is exclusively reserved by the Chief of Police. In no instance shall an employee accumulate in excess of 200 hours of vacation.
3. Remuneration for vacation time will be paid for at the rate which the employee would have been paid, had the employee taken his/her vacation when it originally was credited.

Section 5. Vacations shall be taken in integral multiples of eight (8) hours.

Section 6. Interim Implementation of Vacation Provisions. The improved vacation benefits provided for in this Interim Agreement shall be retroactive to May 1, 1974, for those employees who are on the City's active payroll as of the date this Interim Agreement is executed by the parties. In order to permit employees who are eligible for additional vacation time pursuant to the provisions of this Interim Agreement, it is understood that such employees will be given one year from the date this Interim Agreement is executed in which to take such additional vacation time, unless said vacation time is accumulated pursuant to the provisions of Section 4 of this Article.

SENIORITY

Section 1. Definition. The seniority of employees covered by this Agreement shall be based on their length of continuous service since their last date of hire.

Section 2. Probationary Period. Each employee shall be considered a probationary employee for the first twelve (12) months of continuous service, after which his seniority shall date back to the date of hire. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City, in conformance with applicable Civil Service Rules which may be in effect from time to time, without recourse to the grievance procedures set forth in this Interim Agreement.

Section 3. Layoffs and Recalls. In the event the City determines that a reduction in force is necessary, employees with the least seniority in grade in the affected classification shall be laid off first. Employees laid off from the affected classification may replace the least senior employee in the next lower rated classification covered by this Interim Agreement. Employees removed from any classification in accordance with these provisions may exercise their seniority in the same manner in the next lower rated classification and shall be considered the most senior individual in that classification covered by this Interim Agreement, provided they can perform the work. Employees shall be recalled in the inverse order of layoffs, provided they are able to perform the work available.

Section 4. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) resigns or quits; or
- (b) is discharged; or
- (c) retires or is retired; or
- (d) is absent for three (3) consecutive days without notifying the City; or
- (e) is on layoff for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (f) is laid off and fails to report to work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (g) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence, provided, however, that an employee's seniority may be reestablished if the employee can show that extraordinary circumstances prevented his timely return.

GRIEVANCE PROCEDURE

Section 1. Definition and Procedure. A grievance is a dispute or difference of opinion involving the meaning, interpretation or application of the express provisions of this Interim Agreement. A grievance shall be processed in the following manner:

Step 1. Any employee covered by this Agreement who has a grievance shall submit it to the Lieutenant, or individual who is designated for this purpose by the City, provided that said grievance shall be in writing and signed by both the aggrieved employee and the appropriate Lodge official. The Lieutenant or designated City representative shall give his written answer within three (3) business days after such presentation.

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

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

Step 4. If the grievance is not settled in Step 3 and the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Administrative Officer, or his designated representative, within three (3) business days after the City's answer in Step 3. A meeting between the Administrative Officer, or his representative, and the Chairman of the Lodge Grievance

Committee shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Administrative Officer, or his representative, and the Lodge. If no settlement is reached the Administrative Officer, or his representative, shall give the City's written answer to the Lodge within ten (10) business days following the meeting.

Step 5. If the grievance is not settled in accordance with the foregoing procedure, the Lodge may refer the grievance to advisory arbitration within seven (7) business days after receipt of the City's answer in Step 4. The parties by mutual agreement in writing may submit more than one grievance to the same arbitrator. The parties shall attempt to agree upon an advisory arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an advisory arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) advisory arbitrators. Both the City and the Lodge shall have the right to strike two (2) names from the panel. The party requesting advisory arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the advisory arbitrator. The advisory arbitrator shall be notified of his selection by a joint letter from the City and the Lodge requesting that he set a date and time for the hearing, subject to the availability of the City and Lodge representatives. All advisory arbitration hearings shall be held in Urbana, Illinois (unless the parties mutually agree otherwise).

Section 2. Authority of Advisory Arbitrator. The advisory arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a recommendation with respect to the specific issue submitted to him in writing by the City and the Lodge, and shall have no authority to make a recommendation on any other issue not so submitted to him. The advisory arbitrator shall be without power to make a recommendation contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The advisory arbitrator shall submit in writing his recommendation within thirty (30) days following close of the hearing or the submission of briefs by the parties,

whichever is later, unless the parties agree to an extension thereof. Upon mutual agreement of the parties, the recommendations and findings of the arbitrator will be made public. The recommendation shall be based solely upon his 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 advisory only and shall not be binding.

Section 3. Expenses of Advisory Arbitration. The fee and expenses of the advisory arbitrator and the cost of a written transcript shall be divided equally between the City and the Lodge; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted within five (5) business days after the first occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the Lodge may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Lodge representatives involved in each step. The term "business days" as used in this Article shall mean the days Mondays through Fridays.

Section 5. Civil Service Commission. Disciplinary suspensions of more than five (5) days, subsequent suspensions within a six-month period, and

terminations shall be subject to the exclusive jurisdiction of the Civil Service Commission and shall not be subject to the grievance and advisory arbitration provisions of this Interim Agreement. Other disciplinary actions may be grieved in accordance with the grievance and advisory arbitration provisions of this Interim Agreement. Grievances involving disciplinary suspensions of five (5) days or less may be filed at Step 2.

FUNERAL LEAVE

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

SAVINGS

If any provision of this Interim Agreement is or shall at any time be contrary to or unauthorized by law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this Interim Agreement shall continue in effect.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures
this _____ day of _____, 1975.

CITY OF URBANA, ILLINOIS

BY _____
Mayor, City of Urbana

Attest:

City Clerk

FRATERNAL ORDER OF POLICE,
LODGE NO. 70

BY _____
President

By _____
Secretary