ILLINOIS FOP LABOR COUNCIL

and

CITY OF URBANA

Patrol Officers and Sergeants

July 1, 2017 – June 30, 2020

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
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City of Urbana & Fraternal Order of Police Contract
July 1, 2017 through June 30, 2020

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City of Urbana & Fraternal Order of Police Contract
July 1, 2017 through June 30, 2020

AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2017, between the City of Urbana, Illinois (hereinafter referred to as the "City") and the Urbana Lodge #70 of the Fraternal Order of Police and of the Illinois Fraternal Order of Police Labor Council (hereinafter collectively referred to as the "Labor Council"):

WITNESSETH

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to operate the City effectively in a responsible and efficient manner.

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

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

ARTICLE 1 - RECOGNITION AND REPRESENTATION

Section 1.1 Recognition and Appropriate Bargaining Unit

The City hereby recognizes the Labor Council as the sole and exclusive bargaining representative for all the full-time Police Officers and Sergeants employed by the City, excluding the Police Chief, Assistant Chiefs, Lieutenants and all other employees of the City.

ARTICLE 2 - DEFINITIONS

Section 2.1 Definitions

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

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

The term **"Labor Council"** as used in this Agreement shall mean "Urbana Fraternal Order of Police, Lodge #70," and/or "Illinois Fraternal Order of Police Labor Council."

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

The term **"immediate family"** as used in this Agreement shall mean the employee or his/her spouse, mother, father, or loco parentis parent. It also includes children under the age of 18 who

are natural or adopted, foster, step or legal wards; or any child over 18 years of age incapable of self-care because of a mental or physical disability.

Section 2.2 Discrimination Prohibition

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

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

C. Any dispute concerning an alleged violation of an individual employee's statutory rights shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE 3 - DEDUCTION OF UNION DUES

Section 3.1 Payroll Deduction of Union Dues

A. Upon receipt of a signed authorization from an employee in the form set forth in Appendix "A", the City agrees for the duration of this Agreement to deduct Union dues from such employee's pay.

B. The Employer shall deduct the amount of Labor Council dues set forth and any authorized increases therein, and shall remit such deductions each pay period together with an itemized statement, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois, within seven (7) days after the deduction is made. The Labor Council shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 3.2 Indemnification

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

ARTICLE 4 - NO STRIKE

Section 4.1 No Strike

Neither the Lodge nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all

employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2 No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Lodge.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 5.1 Management Rights

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

Section 5.2 Rules and Regulations

Upon written request by the Lodge, the City agrees to meet at a mutually agreeable time and place with the Lodge to discuss the application or modification of new or existing rules and regulations. The City shall not discipline or discharge any employee without just cause.

ARTICLE 6 - SAVINGS CLAUSE

Section 6.1 Savings Clause

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

ARTICLE 7 - INSURANCE

Section 7.1 Right to Select Carriers

A. The parties agree to participate in the insurance committee as outlined in Appendix F, which upon implementation will have authority to modify and take precedence over the terms below.

B. Until modified by the parties' Insurance Committee, the benefits provided for herein shall be provided through a self-insured plan, a hospital plan, or under group insurance policy or policies issued by an insurance company or insurance companies selected by the City. "Insurance companies" include regular life insurance companies and non-profit organizations providing hospital, surgical or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance companies.

C. Until modified by the parties' Insurance Committee, the City shall notify and consult with the Lodge before renewal or changing insurance carriers or self-insuring. Notwithstanding any such changes, the level of benefits shall remain substantially the same.

Section 7.2 Group Insurance

A. Until modified by the parties' Insurance Committee, the City shall pay the full cost of the premium for the standard health insurance plan currently in effect for each employee covered by this Agreement. The "standard health insurance plan" shall be defined as that insurance plan provided to employees as of June 30, 1982 or its successors and does not refer to any prepaid health care plan that the City may offer its employees as an alternative to the standard plan. If an employee chooses an alternative health care plan provided by the City, the City shall contribute the amount of the cost of the standard health insurance plan toward such alternative plan, and the employee shall pay the difference.

B. Until modified by the parties' Insurance Committee, employees who waive their health insurance on or after January 1, 2007 will receive a cash payment equal to 20% of the cost of the premium for single coverage, provided that such payment is permissible under the City's health insurance contracts and applicable laws. The employee must provide proof of acceptable alternative health coverage and apply for payment in accordance with the written procedures provided by the Personnel Manager. Payments for waivers of less than 12 months will be prorated. Payments will be made no less frequently than once per year.

Section 7.3 Dental Insurance Option

Until modified by the parties' Insurance Committee, the City agrees to provide a group Dental insurance option. The cost of such dental insurance, if elected by an employee, shall be borne exclusively by the employee. The cost of such dental insurance shall be deducted from the employee's paycheck.

Section 7.4 Terms of Insurance Policies to Govern

The extent of insurance coverage referred to in this Agreement shall be governed by the terms and conditions set forth in applicable insurance policies or plans. Any questions or disputes concerning said insurance policies or plans, or entitlement to benefits under said policies or plans shall be resolved in accordance with the terms and conditions set forth in the insurance policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has

contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the City, employee or beneficiary of any City employee.

Section 7.5 Life Insurance

The City agrees to provide $20,000 term life insurance coverage for each employee during the term of this Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 Definition and Procedure

A grievance is a dispute or difference of opinion involving the meaning, interpretation or application of the express provisions of this Agreement or a dispute involving any disciplinary action. 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 a Lieutenant or individual who is designated for this purpose by the City; provided that said grievance shall be in writing on the standard grievance form and signed and dated by both the aggrieved employee and the appropriate Lodge official. The Lieutenant or designated City representative shall give his/her written answer within five (5) business days after such presentation.

Step 2

If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Police Chief on the same standard grievance form submitted at Step 1 within five (5) business days after the Lieutenant's or designated City representative's answer in Step 1 and shall be signed and dated by both the Employee and the Lodge Official. The Police Chief, or his/her representative, shall discuss the grievance within five (5) business days with the grievant and/or the grievant's representative at a time mutually agreeable to both the City and the Union. The Police Chief, or his/her representative, shall respond in writing to the Lodge within ten (10) business days following their meeting.

Step 3

If the grievance is not settled in Step 2 and the Lodge desires to appeal, it shall be referred by the Lodge in writing to the Chief Administrative Officer or his/her designated representative on the same standard grievance form submitted in Step 1 within five (5) business days after the City's answer in Step 2. A meeting between the Chief Administrative Officer, or his/her representative, and the grievant and/or the grievant's representative shall be held within ten (10) business days of receipt of the grievance at Step 3, at a time mutually agreeable to the parties. The Chief Administrative Officer or his/her designated representative shall give the City's written answer to the Lodge within ten (10) business days following the meeting.

Section 8.2 Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Lodge may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The request shall specify that the panel be composed only of arbitrators who are members of the National Academy of Arbitrators and who reside in Illinois, Indiana, Iowa, or Wisconsin. Either party may reject one panel in its entirety. Both the City and the Lodge shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the City and the Lodge requesting that he/she set a date and time for the hearing, subject to the availability of the City and Lodge representatives. All arbitration hearings shall be held in Urbana, Illinois, unless the parties mutually agree otherwise.

Section 8.3 Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a recommendation with respect to the specific issue submitted to him/her in writing by the City and the Lodge, and shall have no authority to make a recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make a recommendation contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her recommendation within thirty (30) days following close of the hearing of the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The finding shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be binding.

Section 8.4 Expenses of Arbitration

The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the City and the Union. Each party, however, shall be responsible for compensating their own representatives and witnesses, and the cost of their own copy of the arbitration transcript.

Section 8.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it

shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, or if the time for a required meeting has passed without an agreement about an alternative meeting time, the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and Lodge representatives involved in each step. The term "business days" as used in this Article shall mean the days Mondays through Fridays, excluding holidays.

Section 8.6 Exclusivity of Grievance Procedure

The procedure set forth in this Article shall be the sole and exclusive procedure for resolving any grievance or dispute in Section 8.1 which was or could have been raised by an employee covered in this Agreement. Terminations, suspensions and other disciplinary actions may be grieved in accordance with the grievance and arbitration provisions of 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 any other Board, Commission or agency of the Employer and further, that employees covered by this Agreement shall not have recourse to any such procedures. Grievances involving suspensions of one (1) day or more may be initially filed at Step 2 of the Grievance Procedure.

Section 8.7 Removal of Notices

A. Notwithstanding the above, grievances involving written warnings, notices to correct deficiencies, and written reprimands may be processed in accordance with Section 8.1 above; such disputes shall not, however, be subject to arbitration pursuant to this section.

B. The following documents shall become inactive and shall be removed from the officer's personnel file (provided that the officer has not received any other discipline for a similar offense) per this schedule automatically by the Department or upon written request from the officer:

   a) tardiness warnings - six months

   b) other written warnings and notices to correct deficiencies - twelve (12) months

   c) written reprimands - twenty-four (24) months

Discipline documentation beyond the time limits as listed in this section for removal shall not be used in disciplinary matters except when an officer alleges the absence of previous warnings or discipline when they in fact exist.

ARTICLE 9 - SAFETY AND HEALTH

Section 9.1 Safety

A. In accordance with applicable law, the City will make reasonable provisions for the safety of the employees covered by this Agreement. The Lodge and its members will fully

cooperate with the City in maintaining the federal, state and local laws, rules and regulations and administrative policies as to health and safety.

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

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

D. The Lodge may appoint a safety representative to meet and confer with the Chief of Police concerning safety standards and safety practices. The final decision on any matter raised by the Lodge's representatives shall be made at the sole discretion of the City, subject to the grievance procedure in Article 6.

Section 9.2 Psychiatric or Physical Testing

At any time that the City has a reasonable basis to question the physical or psychological or mental fitness of an officer, the City has the authority to require the employee to undertake a physical, or psychiatric or psychological evaluation to determine fitness for duty, at the City's expense. The employee may not decline, refuse or fail to promptly submit for the examination, regardless of whether or not the employee believes a reasonable basis exists, but the employee may challenge the existence of reasonable basis after the examination and may grieve the order requiring the examination on the basis that the City did not have a reasonable basis. The City reserves the right to select the physician and facility at which the evaluation is to take place. In the context of a psychological/mental fitness evaluation ordered by the City under this section, the City may not require disclosure of the report of the examination but shall be entitled to obtain the determination of whether the employee is fit or not fit, and shall be entitled to obtain the recommendations for any and all treatment and follow-up care. It is further understood that the affected employee will have access to the full report and shall provide access to that report to the City if the employee makes a request of the City for any accommodation or compensation based, at least partially, on the findings in the report.

Section 9.3 Medical Fitness

The City may send an officer for a medical physical any time the Department has a reasonable belief the officer is not fit for duty or may do so as part of a department-wide testing program requiring all officers to be so evaluated.

Section 9.4 Fitness Testing

It has been mutually agreed upon by the FOP and the City that it is desirable to promote physical fitness within the police department. The following voluntary physical fitness exam is hereby agreed to:

Once per calendar year the Chief of Police will provide a minimum of two opportunities, at least one week apart, for employees to complete the physical fitness test. This test will be completely voluntary. If the employee passes each of the four tests for their specific gender and age group, that employee will be granted 12 hours of personal leave time. The standards used will be the "Cooper" standards. The category that the employee will compete in will be determined by the employee's date of birth on the date of the test.

The 12 hours of personal leave time awarded as part of this fitness test will not count against the accrual or carrying balance as designated in this labor agreement.

No employee will be allowed to participate in the physical fitness test without the authorization of a physician as designated by the physician's signature.

Employees will take the exam on their own time and the City will reimburse them for the $25.00 co-pay they pay to have the exam.

ARTICLE 10 - GENERAL PROVISIONS

Section 10.1 Residency Requirements

Upon the execution of this Agreement, the City will, in good faith initiate, pursue, and otherwise recommend to the Civil Service Commission, an increase in the residency requirement to 30 miles from City proper. The City will continue to pursue and recommend to the Civil Service Commission an increase in residency requirement to 30 miles until such date that the Civil Service Commission approves said residency requirement.

Section 10.2 Gender

All references to employees in this Agreement designate both sexes, and wherever the male or female gender is used, it shall be construed to include male and female employees.

Section 10.3 Precedence of Agreement

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

Section 10.4 Legislated Benefit Offset

During the term of this Agreement, if the Illinois General Assembly enacts new legislation benefiting employees covered by this Agreement, and the effect of such new legislation is to increase costs to the City, such increased costs shall be charged against the total compensation package of the employees covered by this Agreement at the time they are incurred by the City. The City may deduct from wages paid to employees covered by this Agreement the amount of such increased costs. This Section shall not apply to changes in benefits which are currently provided for in laws contained in the Illinois Revised Statutes, as those statutes exist on June 30, 1987 (e.g., this Section shall not apply to changes in state

legislation concerning pensions or workers' compensation benefits). This Section shall apply to the cost of other benefits which may become the subject of Illinois legislation, including but not limited to, mandatory insurance benefits, sick leave, additional holidays, other paid leaves, uniform or clothing allowances, and educational incentive compensation.

ARTICLE 11 - SENIORITY

Section 11.1 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 11.2 Probationary Period

Each employee shall be considered a probationary employee until six (6) months of continuous paid service, excluding time off for worker's compensable injuries, have passed after the successful completion of the Field Training Program, after which his/her seniority shall date back to the last date of hire. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise disciplined at the sole discretion of the City.

Section 11.3 Layoffs and Recalls

Seniority

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

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 have no obligation to make any payment whatsoever on behalf of an employee for insurance coverage while that employee is laid off. This provision shall be subject to applicable state and federal law.

Notice

The City shall give not less than forty-five (45) days prior written notice of layoff to affected employees and the Union.

Section 11.4 Termination of Seniority

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

a) resigns or quits; or

b) is discharged; or

c) retires or is retired; or

d) is absent for three (3) consecutive days without notifying the City; or

e) is on layoff for six (6) months plus one (1) additional month for each year of service up to a maximum of twelve (12) months. Seniority shall accumulate during such absence; or

f) is laid off and fails to report to work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of the three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or

g) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence; provided, however, that an employee's seniority may be reestablished if the employee can show that extraordinary circumstances prevented his/her timely return.

ARTICLE 12 - HOURS OF WORK

Section 12.1 Purpose

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

Section 12.2 Normal Workday/Workweek

Patrol Division

The Patrol Division will consist of two teams. One team will be working while the other team is on regular time off. Five Sergeants will supervise each team. Each team will staff a 24-hour work period with three scheduled overlapping shifts as follows:

1st Shift:	0700 — 1900 with two sergeants
2nd Shift:	1500 — 0300 with one sergeant
3rd Shift:	1900 — 0700 with two sergeants

The normal workday shall consist of twelve (12) consecutive hours of work (8 consecutive hours on a workday with an employee's previously selected "4 hours Scheduled Time Off' (STO), as provided in Section 12.4.H). These consecutive hours include a paid meal period. The normal pay period shall consist of 80 hours and such additional time as may from time to time be required in the judgment of the City to serve the citizens of the City. The pay period begins at 0700 hours, every other Saturday. This schedule is based upon a 28-day calendar/14-day pay cycle pursuant to Section 207 of the Fair Labor Standards Act.

Criminal Investigation Division (CID) Personnel

The normal workweek for CID bargaining unit members shall be either Monday through Thursday or Tuesday through Friday, with the normal workday beginning no earlier than 0730 and ending no later than 1730. The normal workday shall consist of ten (10) consecutive hours of work inclusive of a thirty (30) minute paid meal period. Days off shall be bid by divisional seniority amongst division bargaining unit members, from the date of last assignment to the Division.

Canine (K-9) Officer

The Canine Officer shall normally be assigned hours of work in conjunction with the 12-hour shift schedule. In every 80-hour pay period, the Canine Officer shall receive 10 hours of pay, either at the overtime rate or by reduced workdays, for maintenance of the canine. In the event that the K-9 Officer is assigned to the Street Crimes Unit (SCU), the agreed upon schedule for the SCU will supersede the assignment listed above, except that the maintenance provision as listed above will remain in effect.

Street Crimes Unit (SCU)

To the extent that the Chief of Police authorizes a Street Crime Unit, the base schedule for the SCU officers will be Tuesday through Friday from 1300 - 2300. The parties agree that the supervisor of the unit will have flexibility with regard to scheduling based on the need and not an avoidance of overtime.

The parties agree that the SCU will not be used to meet minimum manning standards in the Patrol Division except under emergency conditions.

The standard practice of one member of each rank having the right to entitlement time off will be retained by this unit.

The members of this unit will have the same right as any other bargaining unit member to participate in special event overtime details and training opportunities.

If a SCU member must return to the street, a volunteer will be solicited. Failing that, the Chief has the discretion to return any team member back to Patrol, by seniority, if sufficient volunteers do not come forward.

- Both Parties agree that the Patrol Commander will work with the affected SCU member on mutually acceptable details with regard to the return to Patrol.

- If no mutually acceptable arrangements can be made, the affected officer has the choice of team and shift by exercising his/her seniority in displacing anyone of lesser seniority for the duration of the shortage or the end of the sign-up, whichever comes first.

- The FOP recognizes that the Chief has the right under Article 12.4E of the contract to move any of the bottom two (2) (in seniority) officers to compensate for the choice made by the affected officer.

- Once this officer is back in Patrol, he will retain all seniority privileges and previously approved benefit time.

Section 12.3 Obligation to Work

Employees are obligated to work their regular duty assignment when not on approved leave per department policy. Regular duty shall include callback and holdover. Employees may not be obligated to work in excess of sixteen hours in any 24-hour period, except when mutually agreed upon by the employee and the Chief of Police or his designee.

Section 12.4 Shift and Days Off Sign Up List

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

A. The Chief of Police shall post a watch assignment list twice a year, one (1) list to be posted by April 15 to be effective on the first day of the first payroll after June 1, and one (1) to be posted by October 15, to be effective on the first day of the first payroll after December 1.

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

C. All officers shall sign the list in order of seniority as determined by the provisions of Section 12.4. Each officer shall be limited to 24 hours to sign the list, from the time the officer is notified that the list is available to sign. If after 24 hours the officer has not signed the list, the Chief of Police or his designee will assign the officer to any available position on the list. Patrol officers shall not be required to sign until the patrol sergeant slots have been filled. If management does not meet the posting time requirements, Section 12.4 shall not apply.

D. The Chief of Police shall have the authority to place any probationary officer on any watch. Thus, probationary officers shall not be automatically eligible for shift sign-up but this provision will not prohibit the Chief of Police from allowing a probationary officer to sign up at his discretion, after all other non-probationary officers have signed up by seniority. The Chief of Police shall have the authority to place any probationary sergeant on any uniformed patrol shift after all non-probation sergeants have bid and received shifts based on seniority.

E. The Chief of Police shall have the authority to change the bottom two (2) officers on any watch if a change of manpower is required in order to provide for the orderly functioning of the department.

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

G. All officers shall declare their "4 hours Scheduled Time Off' (STO) when they sign up for a shift and team. For Officers working First and Second Shifts, the hours shall be the last four of their shifts. For Officers working the Third Shift, the hours shall be the first four. No two employees of the same category shall be allowed to choose the same four hours.

H. In order to facilitate the transition for those Officers switching teams and/or shifts, the Patrol Commander will work out a transition schedule within 10 days following the completion of the signup. Those Officers will then be notified as to their days and hours of work for the transition.

Section 12.5 Sergeant Time Off

When examining patrol shortages, minimum manning, and related issues, it should be noted that 2nd and 3rd shift Sergeants on the same team compete among themselves for benefit time off, including all hours of their respective workdays.

Section 12.6 Second Requests

Second requests for the use of benefit time will be approved at the discretion of the Watch Commander.

Section 12.7 Jury Duty

A. Upon being summoned for jury duty, an employee shall notify his Division Commander and provide a copy of the notice. In order to facilitate an employee's compliance with jury duty, his work schedule will be adjusted to an eight-hour workday/forty-hour workweek, Monday through Friday, for the duration of the jury term. The workday will begin at the reporting time mandated in the jury notice.

B. Upon being excused from jury duty for any portion of the day, the employee will report to the appropriate supervisor for regular duty assignment for the balance of the eight-hour day. Any meal break is included in the total workday. Any stipend received for jury duty will be relinquished to the Finance Department.

Section 12.8 Duty Trades

Straight time shall be provided for all hours worked as part of a voluntary duty trade that occurs during the normal scheduled working hours of the person being replaced. If hours are worked in excess of the normal scheduled duty hours of the person being replaced, this time will be compensated at the overtime rate if the excess time was approved by a supervisor;

however, such hours shall not be compensated at the overtime rate if the excess hours worked overlap with the time which the employee is otherwise assigned to work as part of his/her own shift. Once an officer has agreed to a voluntary duty trade, the officer who has agreed to work cannot use benefit time to avoid working the duty trade. If, subsequent to executing an approved duty trade, the assignee is unable to cover the shift he/she assumed due to injury or illness, the assignee will be docked sick leave and Management will find coverage for the shift.

Section 12.9 Stand-by Duty

A. The City may assign CID officers to stand-by duty for a seven day time period. Compensation for stand-by duty is identified in Appendix D of this Agreement. Stand-by duty time shall not be considered or treated as hours worked for the purpose of determining overtime eligibility and compensation. The stand-by rotation will be established after first and second round vacation assignments are completed for each sign-up period. All CID officers, including the CID Sergeant, will be included in the rotation. Assignments for holiday weeks shall be rotated. CID officers are allowed to make duty trades during stand-by assignment with the approval of the Lieutenant or designee.

B. Officers on stand-by status will keep in their possession a department owned, telephone activated pager for notification purposes. When paged for callback the officer will contact the department or METCAD as soon as possible and respond to the department or the assigned location within forty-five (45) minutes after the page. To facilitate punctual response the department will provide a department owned vehicle, digital pager and if available a cellular telephone during stand-by assignments.

C. The CID Sergeant shall be responsible for assigning the stand-by officer to respond to a request for CID assistance. The CID Sergeant may deviate from assigning the stand-by officer to respond in the event that the request for CID assistance concerns an active CID investigation or serial offenses that have been assigned to a specific CID officer.

D. Officers on stand-by status must be mentally and physically fit for duty. Officers responding to callback assignments will be held to all requirements of those officers on regular duty. Officers who are unable or unavailable to respond to callback, for any reason, while on stand-by, shall immediately notify the CID Sergeant or in his/her absence the Lieutenant or designee. If the officer on stand-by is unable or unavailable to respond to callback, the CID Sergeant will make a reasonable effort to contact the other CID officers to offer them the callback. If no CID officer accepts the callback, the CID Sergeant may require a CID officer to respond to the callback.

E. Any officer who fails to respond when he/she is called, paged or contacted, or who responds in an unreasonable time period or unacceptable manner, shall not be eligible to receive stand-by pay. Additionally, such officer may also be subject to disciplinary action.

ARTICLE 13 - OVERTIME

Section 13.1 Overtime

Except as otherwise herein provided, the City will pay the employee one and one-half (1 ½) times the employee's straight time hourly rate of pay for all hours worked in excess of 12 hours per day (8 hours per day on the workday with the employee's previously selected "4 hours Scheduled Time Off") or in excess of 80 hours per pay period. Overtime pay shall be computed in one-half (1/2) hour increments, with sixteen (16) minutes constituting the cutoff point. As used in this Section, straight time hourly rate of pay shall include the hourly rate of pay as set forth in Appendix B and longevity pay as set forth in Appendix C of this Agreement, as well as FTO pay as provided in Section 15.4.

Officers at PTI — Officers who are in training at PTI shall be paid overtime per the FLSA. Hours in excess of 171 hours in a 28 day cycle are to be paid overtime per federal law. When the Officer graduates and comes to UPD, he/she will be paid overtime per contract along with other officers.

Section 13.2 Compensatory Option

Subject to Federal law, rules and regulations, employees covered by this Agreement shall have the option of receiving compensatory time off in accordance with this Agreement for all overtime except for billable details, mandatory in-service training and mandatory range. For the purpose of this section, mandatory in-service training is defined as any training that the Chief of Police designates is required for all sworn members of the police department regardless of topic, duration or location. Compensatory time shall be accrued at the same rate as overtime pay and may accumulate up to the maximums listed below.

Effective July 1, 2007, compensatory time may accumulate up to a maximum of two hundred one (201) hours, provided that no employee may earn more than a total of two hundred one (201) hours of compensatory time during any calendar year. Those employees who have a balance in excess of 201 hours as of July 1, 2007 may continue to carry their balance, but those employees shall not earn any additional compensatory time until their balance is at, or below two hundred one (201) hours.

At the signing of this Agreement or during the first pay period of December in any year an employee shall be permitted to sell back to the City all accrued compensatory hours that are in excess of forty (40) hours. These excess compensatory hours shall be paid at the rate in effect for that employee at that time.

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

Section 13.3 No Pyramiding

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

Section 13.4 Overtime Assignment Hours of Work

Hours of work for overtime assignments begin when the employee is ready for duty and exits the police facility to start the overtime assignment.

Section 13.5 Court Time

A. When appearing on behalf of the City, employees will be paid for all court time outside of an employee's regularly scheduled work hours, at one and one-half (1 1/2) times the employee's straight time hourly rate of pay, with a minimum of two (2) hours.

B. If an employee has court time on an off-duty time, payment for breaks shall be as follows:

   1. If there is a break of more than 1 1/2 hours (the employee is temporarily released and required to return at a later time), and the employee's return time is more than 1 1/2 hours after the expiration of the initial 2-hour minimum overtime period, then the break period is unpaid but the employee's return shall be treated as a new court appearance with a new 2-hour minimum.

   2. All other breaks shall be paid as normal overtime.

Section 13.6 Callback Time

In the event a callback of personnel is necessary, a minimum of two (2) hours of pay at the overtime rate shall be paid to each employee called back. If the employee is called back immediately prior to a regularly scheduled shift, the employee will be compensated for the actual time worked in accordance with Section 13.1. Section 13.1 will also apply to all time periods worked in excess of two (2) hours. The callback provisions shall be as set forth in this subparagraph.

Patrol Shortages

Minimum manning is that number of personnel required to be on duty at any one time for routine patrol operations as outlined in the Department Directives. When there are not enough patrol officers scheduled through normal means to meet the minimum staffing requirements, the Shift Commander is authorized to callback off-duty patrol officers. When the Department has seventy-two (72) hours or more notice of the shortage, then the following procedure shall apply:

A. Team commanders shall first attempt to fill the shortage by Special Details sign-up procedures.

B. If no officer accepts this overtime under A above by 24 hours prior to the shortage, or if there is less than 72 hours' notice of the shortage, then the team commander may holdover an officer already on duty and callback an officer from the next shift to come on duty. Each of these officers shall work one-half (1/2) of the affected shift's shortage up to four hours. The team commander shall contact the officers working the preceding shift in order of seniority and offer the overtime to them. If none accept the overtime, then the least senior officer shall be held over. This same system applies to calling officers working

the next oncoming shift. If no one accepts the overtime, then the least senior officer shall be called back.

C. A rotation list shall be established and maintained by the Assistant Chief of Police or designee for the mandatory callback. The mandatory overtime required in B above shall be on a rotational basis from least senior to most senior. The list shall start anew at the beginning of each sign-up.

D. There shall be a sergeant on duty at all times. Supervisor shortages shall be filled in the same manner as above, with the exception that only supervisors can be called. The supervisors shall be put on the same rotational list as above, but only rotate among each other and not with the patrol officers.

Emergency Callbacks

A. Emergencies often times necessitate additional staffing. Emergencies sometimes create manpower shortages (i.e., officers who get injured). Emergency, as used herein, is defined as a sudden or unexpected situation that calls for immediate action. An emergency cannot be of one's own making. Situations that fall under a Stage 2 emergency in the Alert and Mobilization Procedure are also emergencies. A sudden illness or injury that brings a shift below minimum staffing in a situation where the shift commander cannot, due to extraordinary circumstances, utilize Option #13.6B as previously outlined, would be an emergency for purposes of this section. Large, unruly crowds; plane crashes; train derailments; and a call load well over the capabilities of a shift to cope would all be examples of emergencies.

B. The callback in an emergency situation should be limited to whatever personnel are required. The shift commander shall have the discretion to choose whatever employee he/she needs to resolve the situation under an emergency callback. In an emergency, the shift commander need not employ any particular option as previously defined. The shift commander should be reminded that emergency callback procedures should not be used to circumvent regular callback procedures. If an emergency occurs at shift change, for instance, officers of the preceding shift should be held over as opposed to calling in off duty personnel. Emergency callback procedures should not be abused, nor be used to reward particular officers. Officers should be called on the basis of some particular skill, or on their proximity and readiness.

C. Officers are reminded that in an emergency, they cannot refuse callback when contacted by a shift commander or his representative.

Callback Declination

A. An employee may be excused from callback:

- If he/she has a court appearance
- In cases of family or employee illness

B. If he/she recently consumed alcohol beverages to the point where he/she cannot function properly

C. Employees who have not yet been released from direct supervision of a Field Training Officer are ineligible for callback or holdover unless expressly authorized by the Assistant Chief of Police.

D. No part of this section shall infringe on the rights of the Chief of Police to authorize a general call out of police personnel in times of dire emergency or affect the automatic reporting duties of officers under a Stage 3 emergency as outlined in the Alert and Mobilization section of these policies and procedures.

E. Officers are not eligible for voluntary Callbacks or Holdovers if they have prior departmental or personal commitments, which would prevent them from working the entire Callback or Holdover period.

Section 13.7 Special Details

Special details are those situations where the normal patrol staffing is insufficient to control particular planned events. They include, but are not limited to, park district events, parades, street festivals, football details, and staffing for the Selective Traffic Enforcement Program. Special details are those for which an officer is paid by the City, regardless of the otherwise apparent private or public nature of the functions. The procedure for filling staffing requirements for special details is as follows:

Responsibility/Authority

The Chief of Police (or his/her designee) shall be responsible for scheduling special details, once the City has established the staffing requirements.

Notification

The City shall notify all employees covered by this Agreement in advance of the POSTING of a sign-up. Notification must be by email containing an attachment of the detail sign up that will be posted. The email will be sent to the City email accounts for all employees covered by this Agreement no less than 24 hours in advance of the posting time. If the email system is inoperable, the Department will notify the F.O.P. Lodge #70 President (or designee) of the posting.

Posting

Posting will occur at a designated location in the police department. The detail sign-up will include the date, time, and signature of the official posting the sign-up. As much as practicable, sign-ups should be rotated among the watches.

Sign-Up

Once a sign-up is posted, employees who are present (and eligible to sign) will sign in order of patrol seniority, irrespective of rank. An employee need not take any slot, but those who sign are

each limited to three (3) SLOTS (regardless of the detail duration) per posted detail. Forty-eight (48) hours after a detail posting, this limitation expires, and employees may take any remaining slots on a first-come, first-served basis. Again, if more than one employee is present to sign at that time, patrol seniority applies (rank does not matter). Multiple postings of details are treated separately, but each posting must have been preceded by its own NOTICE.

Staffing Completion

If the list is not full and additional employees are still needed, then the Chief of Police shall have the authority to provide for the required staffing as necessary. Details will be filled by customary callback procedures. Mandatory overtime will not be assigned to employees with previously-approved leave, unless it is not possible to mandatory an employee per customary practice. However, employees on their first or second round vacation selections are exempt from mandatory assignment for special details.

Obligation to Work

Employees are reminded that when they sign the list, they have obligated themselves to work and shall appear at their assigned posts in the required attire (reporting time subject to Section 13.4). Employees are subject to discipline for failure to appear for special detail assignments for which they volunteer. Employees may only be relieved from this obligation by supervisory approval in advance and a supervisor verification on the posted signup.

Short Notice

If the City receives less than 24 hours' notice of the need for the detail, this detail sign-up procedure need not be followed.

Remedy

There will be no economic remedy for a notification or posting violation by the City.

ARTICLE 14 - TRAINING

Section 14.1 Training

The City is committed to the principle of training for all commissioned police officers. Said training shall be scheduled by the Chief of Police or his designee insofar as it does not interfere with the needs of the City to provide for the orderly performance of the services provided by the City. The Chief of Police or his designee shall use suitable methods to encourage the equitable distribution of training opportunities subject to the needs of the department. Officers are expected to attend mandatory training. Officers who miss two (2) mandatory trainings in a twelve (12) month period may be subject to corrective action.

Section 14.2 Attendance at Schools/Scheduling

Purpose

The purpose of this Section is to set forth guidelines for attendance at schools and scheduling of employees' work time and off-time relating to such attendance.

Definitions

A voluntary school is one that is approved by the Department but that an employee can decline to attend. A mandatory school is one that the Department designates as such. In a case where a school has neither been characterized as mandatory nor voluntary, the school shall be considered mandatory.

Overtime

An officer scheduled to attend a school on his regularly scheduled day off may be sent on overtime, at the discretion of the Chief of Police or his designee. In the event the Chief of Police or his designee does not so authorize, then the officer's regular schedule will be adjusted to accommodate attendance at the school within an 80-hour pay period (see Scheduling Adjustments below). The workday ends twelve (12) hours after the school began and would include travel time for schools out of the Champaign-Urbana area.

Section 14.3 Procedure

The City and Labor Council agree to the following work schedules for employees attending mandatory or voluntary schools.

Training for 1st shift officers

A. An officer scheduled to attend a school on his regularly scheduled 12-hour workday shall return to the police department immediately following the school and complete the 12-hour workday. Alternatively, he shall be allowed to utilize benefit time in the amount necessary to complete that workday. Officers must notify their supervisor prior to the start of the school of their intent to either come back to work after the school or to use benefit time as provided in this section.

B. An officer scheduled to attend a school on his regularly scheduled 8-hour workday needs no scheduling adjustment. It will be presumed a daylong school is the equivalent of an 8-hour workday.

Training for 2nd shift or 3rd shift officers

A. An officer scheduled to attend a school on her regularly scheduled 12-hour workday:

1. If the officer had the previous night off, the officer will attend the school and shall return to the police department immediately following the school and complete the 12-hour workday. Alternatively, she shall be allowed to utilize benefit time in the amount necessary to complete that workday.

2. If the officer is scheduled to work 12 hours the previous afternoon and/or night, she will work mutually agreed upon hours as designated in schedule adjustments below, but not beyond 2300 the previous night. She will then attend the school and shall return to the police department immediately following the school and complete the 12-hour workday. Alternatively, she shall be allowed to utilize benefit time in the amount necessary to complete that workday. Officers must notify their supervisor prior to the start of the school of their intent to either come back to work after the school or to use benefit time as provided in this section.

B. An officer scheduled to attend a school on her regularly scheduled 8-hour workday:

1. If the officer had the previous night off, there are no required adjustments. It will be presumed a daylong school is the equivalent of an 8-hour workday.

2. If the officer is scheduled to work 12 hours the previous evening, she will work mutually agreed upon hours as designated in schedule adjustments below, but not beyond 2300 the previous night. It will be presumed a daylong school is the equivalent of an 8-hour workday.

Scheduling Adjustments

A. When arranging adjusted days off or make-up blocks of work hours, the Patrol Commander and the affected officer will confer. The officer's schedule shall be modified so that regular hours worked in a pay period equal 80 hours. This would hold true whether for a one-day school or a multi-day school.

B. The Patrol Commander ultimately will decide the workday and time off scheduling for voluntary schools. In the event the officer and the Patrol Commander are unable to agree on a schedule to accommodate attendance at a voluntary school, the officer may be excluded from the school.

C. For mandatory schools, the officer shall be allowed to schedule his adjusted time off for the pay period. Either the officer's selection of this adjustment or the Patrol Commander's adjustment of the officer's normal schedule must be done prior to the pay period.

D. The officer may choose to work hours outside of his normal shift but can only be mandated to work adjusted hours within the officer's normal shift. Such make-up time can be during the workday of a different team.

E. The adjusted time off, whether chosen by the officer or the Patrol Commander, does not compromise any other bargaining unit member's right to use benefit time off (i.e., such time is equivalent to a regular day off and not to be regarded as first request benefit time).

ARTICLE 15 - WAGES AND BENEFITS

Section 15.1 Salaries

Salaries shall be paid according to Appendix B attached hereto and made a part of this Agreement.

Section 15.2 Temporary Promotions

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

Section 15.3 Longevity Pay

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

Section 15.4 Field Training Officer (FTO) Pay

Employees who serve as Field Training Officers (FTOs) shall have their straight hourly rates of pay increased by $3.00 for each hour actually worked as FTOs. Thus, as provided in Section 13.1, an employee would be paid one and one-half times this higher straight hourly rate of pay for all hours worked as an FTO in excess of the employee's normal workday or pay period. Conversely, if the employee works overtime as a non-FTO, that overtime will be calculated without taking into account the FTO pay, even if the employee has worked some hours during that pay period as an FTO.

ARTICLE 16 - VACATION

Section 16.1 Eligibility for Vacation

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

On each anniversary date, the remaining vacation time will be cancelled, except as provided for in Section 16.4 of this Agreement, and the schedule set forth herein will be used. The figures below represent the number of vacation hours which will be credited on the anniversary date, depending on the term of service. The determination of completion of years of service will be based upon the anniversary date of employment.

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

Section 16.2 Eligibility Requirements

In order to be eligible for vacation pay, an employee must have worked a total of 1,080 hours during the twelve (12) calendar month period preceding his/her anniversary date of employment. For purposes of this Agreement, time lost from active duty due to a bona fide job-related injury, or time charged as vacation time or legitimate paid sick leave (i.e., legitimate incapacitation or illness of the employee for which sick leave is paid) will be included in a determination of eligibility requirements.

Section 16.3 Vacation Scheduling

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

During the watch assignment process outlined in Section 12.4 of this Agreement, once the officer is notified that the first round selection process is to them, the officer will have 72 hours to make

their first round vacation selection. Once the officer is notified that the second round selection process is to them, the officer will have 48 hours from that notification to make their second round vacation selection. Failure to abide by the time limit without permission of the Chief or his designee will cause the officer to be "passed" for the purpose of that vacation selection round.

After the 1st and 2nd round vacation dates are selected, the Chief of Police or his designee will identify four (4) dates (two for each patrol team) during the sign-up which vacation has not been scheduled. These dates will be reserved as Department wide training dates and benefit time will not be allowed, unless permission is granted by the Chief of Police. If the Department has not notified officers of training on those reserved dates at least thirty (30) days in advance, then those dates will be opened up to benefit time use. RDO's that fall within and/or adjacent to vacation will be considered as part of the 1st or 2nd round vacation request. If first or second round vacation request process is not completed by May 1, then no 30-day compensatory time requests will be granted.

Section 16.4 Vacation Accumulation

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

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

B. 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 two hundred and fifty-six (256) hours of vacation.

C. In addition to vacation accumulation pursuant to Section 16.1 above, employees with four (4) years or less of service shall be entitled to carry over up to forty (40) hours of accumulated, unused vacation time by informing the Chief of Police of their intent to do so.

D. 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 16.5 Minimum Vacation Period

Vacation leave may be taken in any hourly increments of four (4) hours or greater. Employees taking vacation leave for a full work-day may supplement vacation time with other benefit time for the purposes of scheduling vacation for that workday that the remaining vacation balance cannot cover.

Section 16.6 Vacation Rights in Case of Separation

An employee who is separated from employment with the City for any reason other than for just cause shall be paid for any unused vacation at the time of separation.

ARTICLE 17 - HOLIDAYS

Section 17.1 Holidays

The following nine (9) days shall be considered holidays:

New Year's Day
Martin Luther King Day
Spring Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

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

Section 17.2 Holiday Pay

12-Hour Shift

Employees covered by this Agreement who are assigned to 12-hour shifts shall receive twelve (12) additional hours of base hourly salary (including longevity) as listed and established in Appendix B of this Agreement for each holiday listed above regardless of whether such employee is scheduled to work that holiday or not.

Non-12-Hour Shift

Holiday scheduling and pay for employees covered by this Agreement who are not assigned to 12-hour shifts shall be as follows. For each holiday not worked, an eligible employee shall receive pay at the regular straight time hourly rate for the amount of hours equivalent to the employee's normal workday. For each hour worked on a holiday, except as provided below, an employee shall receive the equivalent of the employee's hourly rate plus the holiday pay for which the employee may otherwise be eligible for the amount of hours equal to the employee's normal workday, and one and one-half (1 ½) times the employee's regular hourly rate for hours worked in excess of the employee's normal workday.

Officers attending PTI

Officers attending the Police Training Institute (PTI) Basic Training class will receive the day off if PTI does not hold classes on the holiday. If PTI does require attendance at class, then the officer will receive 8 hours holiday pay.

Light duty on Holidays

Duty-related: Officers shall work the mutually agreed upon duty schedule and will be paid 12 hours holiday pay.

Non-duty: Chief has the choice of having officers work the mutually agreed schedule and City will pay 12 hours holiday pay or giving officer the day off.

Option to Work on Holidays

This section shall only be applicable to employees in the following designated assignments: CID Sergeant, police officers assigned to the Criminal Investigation Division and police officers, regardless of rank, assigned to the Street Crimes Unit. Employees in such designated assignments may, at their option, elect to work on any or all of the following holidays: Martin Luther King Day, Spring Day, Memorial Day, Independence Day, Labor Day, and Veterans Day. If an employee elects to work on one of said holidays pursuant to this provision, then holiday pay will, at the employee's option, be in the form of pay at the employee's straight time hourly rate for the amount of hours equivalent to the employee's normal workday.

ARTICLE 18 - LEAVES OF ABSENCE

Section 18.1 General Leave

Employees covered by this Agreement may request in writing a leave of absence from the Chief of Police, who may grant a leave of absence to an employee who has been in the bargaining unit for not less than three (3) months, for such a period as he/she sees fit, not to exceed one (1) year, except if it is to enable an employee to accept an appointive position with the City of Urbana, in which case the leave of absence may be indefinite. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere. As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which he/she has been employed.

Section 18.2 Funeral Leave

When a death occurs in the immediate family of an employee, the employee, upon request, will be excused for up to three (3) consecutive calendar days for the purpose of attending either the funeral or the visitation and/or making funeral arrangements for the deceased. For purposes of applying this Section, an employee's immediate family shall be interpreted to mean the employee's or partner's/spouse's mother, father, brother, sister, child, grandparents, grandchildren, partner/spouse, or former partner/spouse with whom the employee has children in common, or relative residing within the employee's permanent residence. An eligible employee shall be paid his/her normal daily rate of pay for any day or days on which he/she is excused and but for such excuse would have been scheduled to work. An otherwise eligible employee will not receive funeral leave pay when it duplicates pay received for time not worked for any other reason.

Employees shall receive a maximum of two weeks (7 work days) of unpaid bereavement time following the death of a child. Employees may be entitled to up to six (6) weeks of bereavement time in the event of the death of more than one child during a twelve (12) month period. Requests for additional bereavement time in the form of sick leave, vacation, and/or compensatory time shall not be unreasonably denied but will be judged on the circumstances presented to the Chief of Police at the time of the request.

Section 18.3 Lodge Leave

Lodge leave must be granted, to the extent that there is no interference with the City operations, to employees who are selected, delegated, or appointed to attend conventions or education conferences of the Lodge, for a maximum of one hundred twenty (120) hours for the Department per fiscal year. The Lodge will reimburse the City for the actual hours used as Lodge Leave at the hourly rate for the officers who utilize this benefit. If at the time the Lodge Leave is granted, the request causes a drop below minimum manning standard, the Lodge shall have the option of (1) reimbursing the City the hourly rate of the officers who replace the officers on lodge leave; (2) arranging Duty Trades; or (3) withdrawing the request for Lodge Leave. Any request for Lodge Leave shall be submitted in writing by the Lodge to the employee's immediate supervisor and shall be answered, in writing, no later than ten (10) days following the request, with final authority residing with the Chief of Police.

Section 18.4 Personal Leave

Employees covered by this Agreement shall be entitled to twenty-four (24) hours of personal leave. During each full year of this Agreement, said personal leave shall be taken in one (1) to twelve (12) hour segments and shall be scheduled with the Chief of Police or his/her designee as far in advance as is reasonably practicable. Such scheduled personal leave shall normally be granted; provided, however, it is expressly understood that the right to schedule personal leave is reserved to the Chief of Police 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.

Personal leave will be credited to employees' balances, effective July 1. For Bargaining Unit members hired after July 15th, personal leave will be credited in a prorated fashion (24 hours, minus the portion of the fiscal year already gone by). This will be calculated as two hours per calendar month left in the fiscal year, and one hour for the month if the employee's hire date is after the 15th of the month. [Example: An employee hired on September 15th would be immediately credited with 20 hours of personal leave, whereas an employee hired on September 16th would be immediately credited with 19 hours of personal leave.]

Section 18.5 Family and Medical Leave

The City shall adopt and maintain a Family and Medical Leave Policy that complies with the requirements of the Family and Medical Leave Act of 1993 as now or hereafter amended. Prior to altering the existing policy, the Employer agrees to provide the Union with thirty (30) days advance notice of any change. Upon request from the Union, the Employer agrees to meet and discuss the proposed changes with the Union in an effort to work out any areas of disagreement prior to implementation. This Section shall not be construed to limit the ability of the City to make

changes to the policy without agreement by the Union, so long as the policy meets the requirements of the Act.

ARTICLE 19 - SICK LEAVE

Section 19.1 General

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. Further, an employee may not utilize accumulated sick leave for routine or preventative doctor, dentist or medical appointments. As used in this Section, accumulated sick leave may be utilized for pregnancy, miscarriages, abortion, childbirth, and recovery therefrom for the period in which any such employee cannot or should not on medical advice perform her job. Sick leave may also be utilized in the event of illness or injury involving a member of the immediate family and household members under the conditions of this Agreement. Appendix E, attached hereto, outlines the circumstances under which employees can utilize sick leave as well as the requirements for documentation and the process for returning to work.

Section 19.2 Rate of Accumulation

Any employee covered by this Agreement shall be credited with sixty-nine (69) hours of sick leave on the starting anniversary date. After completion of one (1) calendar year of full-time employment, an employee shall accumulate eight (8) hours of sick leave per month. Sick leave may be accumulated with no maximum.

Section 19.3 Return from Sick Leave

Under certain circumstances, employees may be required to provide documentation regarding their usage of sick leave. Those circumstances and the conditions concerning the return to work are outlined in Appendix E. Officers will certify in writing which sick leave category they are utilizing.

Section 19.4 Payment for Sick Leave

Upon retirement, an employee who separates in good standing will be paid for the remaining accumulated sick leave hours in to be paid at a rate of 50% of the employee's hourly pay, including longevity as of the last day the employee worked. For purposes of this section, neither on or off-duty disability is eligible for this payment.

Section 19.5 Abuse of Sick Leave

The parties recognize that the abuse of sick leave interferes with the department's productivity and is unfair to the great majority of unit employees with good attendance records. Therefore, it is agreed that the abuse of sick leave constitutes just cause for discipline, provided that the Chief of Police or his/her designee shall not act arbitrarily. It is further understood that the Chief, or his designee, retains the right to investigate the legitimacy of any use of sick leave. Failure to provide

the proper documentation or comply with the terms of this Article may result in unpaid time and/or discipline.

Absences occurring under this Section for which no physician's statement is presented when required shall be treated as an absence without leave that is subject to Section 11.4 of this Agreement and/or other applicable rules and regulations of the City.

Section 19.6 Sick Leave Incentive

Each employee with a minimum sick leave balance of 500 hours may cash out, at 50% rate, up to twenty-four (24) hours of leave above the minimum balance for each calendar year quarter where no sick time is utilized. The employee must apply in writing for incentive payment no later than 30 days after the end of the applicable quarter.

ARTICLE 20 - CLOTHING ALLOWANCE

Section 20.1 Initial Issue and Replacement

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

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

C. After an employee has satisfactorily completed his/her probationary period, the employee will receive from the City of Urbana an annual taxed uniform allowance in the amount of $1,201.00 per year beginning July 1, 2017.

D. The City will pay the employee the clothing allowance amount during the first week of July of each year. This amount will be used to purchase uniforms, clothing, and equipment that are required by the City and necessary for the employee to perform his job. During June and December of each year, the Chief of Police will order an inspection of each Officer's city issued equipment. If City issued uniforms and equipment are found to be missing, non-serviceable or in an unsuitable condition the officer will be required to replace that equipment or clothing with their clothing allowance funds or, if such funds have been exhausted, at their own cost.

E. For any employee who has satisfactorily completed his/her probationary period at a time other than July 1 of any fiscal year, the uniform allowance provided to that employee shall be in an amount equal to a monthly prorated amount of the annual amount otherwise established for other employees on July 1 of any given fiscal year. The allowance shall be provided to the employee on the first day of the month immediately following the date on which such an employee completes his/her probationary period in an amount determined

by prorating the said annual amount proportionately in accordance with the number of full months then remaining in that fiscal year.

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

Summer jacket

Winter jacket

Leather goods

Baton

Handcuffs, keys, case

Raincoat

Cap and rain cover

Handgun

Badges

Rechargeable Flashlight

Bullet resistant vest (currently issued & possessed)

Section 20.2 Damaged Personal Items

If as the proximate result of activities directly connected with the line of duty (and not merely the result of negligence or accident occurring while on duty), employee dentures, eyeglasses, contact lenses, earphones or watches are damaged or destroyed, replacement or repair will be in accordance with the following schedule, provided that such repair or replacement is not covered by applicable City insurance:

A. If eyeglasses are totally destroyed, the City 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 City exceed the sum of $150.00;

B. If either or both lenses to eyeglasses are lost or destroyed, replacement will be made based upon the last verifiable prescription, but in no event shall the cost to the City exceed the sum of $100.00;

C. In the event of damage, loss or destruction of frames, the City will pay up to a maximum of $50.00 for replacement or repair; If either or both contact lenses are lost, damaged or destroyed, the City will pay up to a maximum of the uninsured cost for any such replacement or repair based upon the last verifiable prescription, but in no event shall the total cost to the City exceed the sum of $150.00;

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

E. If an employee's watch or earphone is damaged or destroyed, then the City will pay the cost of repairing or replacing the watch or earphone (based upon replacement value), but in no event shall the total cost to the City exceed the sum of $50.00

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

ARTICLE 21 - DRUG TESTING

Section 21.1 Statement of Policies

The City declares it to be the policy of the City of Urbana, Illinois, to implement effective measures to eliminate alcohol and drug abuse that threatens the health and safety of officers and the public, yet in doing so to protect all officers against unreasonable invasions of personal privacy and deprivation of rights arising from the suspicion of alcohol or drug abuse. It is also the policy of the CITY, in appropriate cases as set forth herein, to encourage and facilitate rehabilitation of officers who are accurately identified as alcohol or drug abusers and officers who have been accurately identified as being psychologically, psychiatrically or physiologically unfit to perform their duties as police officers so that they may continue or resume employment.

Section 21.2 Definitions

The parties agree that when used in this Agreement:

"Drug Testing Procedure" means the taking of and analyzing bodily fluids or materials for the purpose of detecting the presence of alcohol or drugs;

"Drug" or **"Drugs"** means cannabis as defined in the Cannabis Control Act or a controlled substance as defined in the Illinois Controlled Substance Act;

"Alcohol Use" means the use of alcohol in such a manner as to impair the work performance of the officer;

"Drug Use" means the use of marijuana in such a manner as to impair the work performance of the officer and further means the use in any manner of any other substance defined by the laws of the State of Illinois as a controlled substance except by the prescription of a medical practitioner;

"Clinical Laboratory" means a clinical laboratory licensed pursuant to the Illinois Clinical Laboratory Act or one that has been stipulated by the parties to be appropriate for the testing called for hereunder;

"Unfit for Duty" means that an officer is unable to perform duties normally assigned to police officers in the Urbana Police Department. Positive, confirmed results as defined below of alcohol or drug use constitute conclusive evidence that the officer in question is then unfit for duty.

Section 21.3 Drug and Alcohol Testing and Evaluation Permitted

The types of drug and alcohol testing procedures that the City order an individual officer to submit to shall be drug, alcohol or similar physiological tests to determine the presence of alcohol, marijuana or controlled substances. Such an order may be given only where the City has reasonable suspicion that an officer is then under the influence of alcohol, marijuana or controlled substances during hours of work or whenever an officer discharges a firearm in the line of duty (with the exception of discharging a firearm during training or when dispatching an injured animal) (see 50 ILCS 727/1-25). There shall be no discretionary, random or periodic drug or alcohol testing (except as contained herein) of officers except reasonable testing conducted through an Employee Assistance Program in conjunction with rehabilitation; further the City shall not order an officer to submit to breathalyzer tests, horizontal nystagmus tests or to what are commonly known as "field sobriety tests," except under circumstances where the officer would otherwise be subject to the taking of such tests as a citizen under the laws of the State of Illinois. The City may also require an officer to randomly submit to alcohol or drug testing while the employee is assigned to the Street Crimes Unit, Canine Officer, or the METRO Team. The City agrees to notify the UNION of its intention to include additional assignments in the random drug and alcohol testing prior to implementation. The Union may demand to bargain these issues within thirty (30) days of notice and the City agrees to meet and negotiate. Absent such demand, the assignments shall be subject to testing.

Section 21.4 Limitation on Testing and Evaluation

Except as provided above, the City may not order an officer to submit to any drug or alcohol testing as a condition of continued employment, the receipt of any employment benefit or the avoidance of disciplinary action.

Section 21.5 Basis for Order

The supervising officer or appropriate supervisor shall set forth the basis for such reasonable suspicion (if the supervisor is a sergeant, he or she shall consult with an officer of the rank of lieutenant or above, and the senior officer shall make the determination of reasonable suspicion) including all objective facts and reasonable subjective observations and conclusions drawn from those facts, in writing to the officer prior to any officer being required to submit to a test or evaluation permitted by Section 21.3 above. Officers shall have forty-five (45) minutes to review the basis for the order and seek advice prior to submitting to the test and evaluation; provided, however, that such opportunity does not interfere with a clinical laboratory's ability to obtain accurate results in the case of drug and alcohol testing.

Section 21.6 Rights and Obligations of Officers

Officers ordered by the City to submit to tests or evaluations permitted by Section 21.3 above shall promptly comply with the order, whether or not they agree that reasonable suspicion for the order exists. Refusal to submit to such tests or evaluations (inconsistent with the officer's rights set forth herein) shall constitute just cause for discipline up to and including discharge under this Agreement. It is agreed that discharge is the appropriate discipline in typical cases; however, any mitigating factors will be considered on a case-by-case basis. Officers who submit to such testing shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest as provided by law or by this policy. Officers shall have the right to be represented by counsel and/or a Union representative during all meetings with the City concerning such tests or evaluations. Officers shall also have the right to be represented by counsel and/or to have a witness of their own choosing present during the testing procedures. The City shall present each officer, prior to requiring an officer to submit to any testing or evaluation, with a written description of the officer's rights under this policy as well as all other pertinent information concerning the City's policy on employee testing and evaluation.

Section 21.7 Administration of Drug and/or Alcohol Testing

The City agrees that its testing procedures for the presence of drugs or alcohol shall conform to the following. The City, in connection with the clinical laboratory, shall:

A. Use only a clinical laboratory to test bodily fluids or materials for alcohol or drugs or a clinical laboratory stipulated by the parties to be appropriate for purposes of such testing;

B. Shall establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. Such chain of custody procedure shall not permit the officer tested to become part of the chain;

C. Shall collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer. Collection of samples shall be conducted in such manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample except where there is reason to believe that the employee has attempted to compromise the accuracy of the testing procedure. Proper testing may be conducted to prevent the submission of fraudulent or adulterated samples;

D. Shall confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

E. Provide the officer tested with an opportunity to have an additional sample drawn at the same time the blood or urine sample is provided, and preserve the additional sample in such a way that such sample can be later tested for the presence of alcohol or drugs; such preserved sample shall be forwarded by the testing clinical laboratory to a clinical laboratory that meets the definition thereof as set forth herein, upon the write direction of

the officer at the officer's expense; results of this separate confirmation test shall only reveal positive or negative test results based upon the laboratory's standard; in such instances, the officer shall not become a part of the chain of custody of the samples

F. Require that the clinical laboratory report to the City that a blood or urine sample is positive only if both initial screening test and confirmation test are positive for the particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveals the nature or number of tests administered), the City shall not use such information in any manner or forum adverse to the officer's interests except as may be ordered by a court or federal or state agency of competent jurisdiction. The clinical laboratory selected shall determine the standards with reference to drugs which shall govern whether any particular test result is positive or negative;

G. With regard to alcohol testing, test results showing an alcohol concentration of .03 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive; no confirmation test shall be necessary, however, additional blood will be collected in accordance with (c) above; the foregoing standard shall not preclude the City from attempting to show that an officer with test results less than .03 was under the influence of alcohol during the hours of work, but the burden of proof in such cases shall rest with the City; in cases where an officer's test results are up to .05, the officer shall be referred to an Employee Assistance Program. That Employee Assistance Program referral requirement applies only to the first incident involving that officer;

H. Provide each officer tested with a report of the results of each drug or alcohol test that includes the following information:

   i. the type of test(s) conducted for both initial screening and confirmation, if any; and

   ii. the results of each test; i.e., for drugs, whether the test was positive or negative, and for alcohol, the actual level; and

   iii. the detection level, if any, which is the cut-off or measure used in drug tests to distinguish positive and negative samples, on both the initial screening and confirmation procedures; and

   iv. any other information or reports received by the City from the laboratory.

I. Insure that all positive samples are preserved, for a period of not less than one hundred and eighty (180) days after the officer tested receives the results, in a condition that will permit accurate retesting. The City shall provide each officer tested with a positive result on any test for alcohol or any confirming test for drugs with an opportunity to have retested the preserved samples at the officer's expense at a clinical laboratory chosen by the officer; in such circumstances, the officer shall not become part of the chain of custody of the sample. The original testing clinical laboratory shall transmit the sample to

a clinical laboratory of the officer's choosing for retesting, provided the clinical laboratory meets the definition of a "clinical laboratory" set forth herein;

J. Insure that no officer is subject to any adverse employment action except investigative leave with pay during any testing procedure pending the results thereof [the forgoing shall not apply to the officer's ability to have another test done in accordance with above]; provided, however, this shall not preclude the City from temporarily reassigning the officer for the safety of the officer and the public pending the results of such tests; any such temporary reassignment shall be reviewed upon the receipt of the test results and shall be immediately discontinued in the event of a negative test result, except a negative result from the officer's retesting.

Section 21.8 Right to Grieve

The UNION and/or the officer with or without the UNION, shall have the right to file a grievance concerning any testing or evaluation permitted by this Article, contesting the basis for the order to submit to the tests, the City's right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or any alleged violation of this Agreement that may pertain thereto, in accordance with grievance procedures.

Section 21.9 Retention of Legal Rights

It is understood and agreed that the parties in no way intend to restrict, diminish or otherwise impair any constitutional, statutory or other legal rights that officers may have with regard to the testing and evaluation that is the subject of this policy. Officers retain all such legal rights, if any, they may have with regard to such testing and evaluation and may pursue the same in their own discretion, with or without the assistance of the UNION.

Section 21.10 Voluntary Requests for Assistance

The City will not take any disciplinary action against an officer because he/she voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem if the voluntary request for assistance is made before any appropriate supervisor makes a determination of reasonable suspicion and before any officer is subjected to a breathalyzer, HGN test or SFST's, or in the case of random testing before the officer has been ordered to submit to a test. The City may require reassignment if the officer is then unfit for duty in his/her current assignment. The City shall make available through an Employee Assistance Program or by another means by which such officers may obtain referrals for treatment. Such requests, referrals and treatment shall be confidential. The nature of the problem, the referral and the treatment shall not be disclosed to the City or the Police Department. The City agrees that any information that it obtains, through whatever means, concerning such referral or treatment shall not be used in any manner except as outlined above regarding fitness for duty and temporary reassignments. Officers shall be permitted to use their accumulated leave of whatever type or to take an unpaid leave of absence during the period of rehabilitation.

Section 21.11 Discipline

By agreement of the parties, positive test results when an officer has been required to take a test, are viewed as serious violations of departmental rules and will be punished by suspension or discharge. Reprimand punishment is explicitly not available in these cases; in addition, the general principle of progressive discipline is not applicable. However, consistent with the Employee Assistance Program or other referral program offered by the City, any suspension and/or discharge shall be suspended, reduced or waived pending successful completion of rehabilitation in appropriate cases.

Section 21.12 Confidentiality

The City and its agents, representatives, employees, and the physicians and clinical laboratories which it utilizes who have access to or receive information about drug or alcohol tests or evaluations and the results thereof shall keep all information confidential. Release of such information shall be solely pursuant to a written consent form signed voluntarily by the officer, except where such release is compelled by court order or when the employee or the Union grieves issues related to the information. The consent form must contain at least the following:

- the person or persons authorized to obtain the information;
- the purpose of the disclosure;
- the precise information to be disclosed;
- the duration of the consent.

ARTICLE 22 - CIVILIAN POLICE REVIEW BOARD

Section 22.1 Civilian Police Review Board

The City, at its sole discretion and without further negotiation, may adopt and maintain a Civilian Police Review Board (CPRB). If the City enacts a CPRB, the City agrees the resulting Board shall adhere to certain policies and procedures set forth in Section 22.2 of this Article 22.

Section 22.2 Provisions

A. Police officers subject to a CPRB proceeding shall not be required to appear before the CPRB; their appearance shall be optional. However, should an officer appear before the CPRB, that officer does not waive his or her rights under the Uniform Peace Officers' Disciplinary Act in a CPRB proceeding.

B. A complaint brought against a police officer by a member of the public shall be investigated by the Police Department in accordance with Department Policy.

C. The results of the Police Department investigation will be shared with the CPRB. However, CPRB members shall maintain confidentiality of any and all officer records, files, and medical information shared with the CPRB.

ARTICLE 23 - EFFECT OF AGREEMENT

Section 23.1 Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Lodge, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; provided, however that nothing contained in the Agreement shall be construed as a waiver of either party's rights and obligations under the Illinois Public Labor Relations Act. In this latter regard, should the City endeavor to change policy with respect to any subject or matter not specifically referred to or covered in this Agreement, and should said change in policy directly affect wages, hours of work, and/or terms and conditions of employment, as well as the impact thereon, then the City agrees to bargain collectively with the Union regarding the affected wages, hours, of work, and/or terms and conditions of employment. However, nothing herein shall prohibit the City from instituting mid-term changes to the health insurance plan, with the understanding and agreement that the City shall not be required to bargain with the Union with respect to year to year changes to the insurance plan aside from such aspects of the plan specifically articulated in the agreement. Furthermore, nothing in this section will be construed to deny the Union its rights as set forth in Section 7.1(B) of the Agreement.

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

Section 23.2 Entire Agreement

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

Section 23.3 Amendments

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

ARTICLE 24 - TERM AND NOTICE

Section 24.1 Term

A. This Agreement shall be effective as of the first day of July 2017, and shall remain in full force and effect until June 30, 2020. 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 June 30, 2020 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 such June 30, 2020 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.

B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party at least 120 days prior to the desired termination which shall not be before June 30, 2020, as set forth in the preceding paragraph.

Section 24.2 Notice

All notices shall be served personally or by Certified Mail on the parties' representatives:

For the Employer	For the Union
Mayor, City of Urbana 400 South Vine Street Urbana, IL 61801	Illinois FOP Labor Council 974 Clock Tower Drive Springfield, IL 62704
Chief of Police 400 South Vine Street Urbana, IL 61801	Urbana FOP Lodge #70 400 South Vine Street Urbana, IL 61801

IN WITNESS WHEREOF, the parties hereto affixed their signatures this _____ day of June, 2018.

CITY OF URBANA, ILLINOIS

[redacted]

Mayor

ATTEST:

[redacted]

City Clerk

Seal of the City of Urbana:

URBANA FOP LODGE #70

[redacted]

President

[redacted]

Vice President

[redacted]

Secretary

[redacted]

Treasurer

ILLINOIS FOP LABOR COUNCIL:

[redacted]

FOP Labor Council Attorney

APPENDIX A – DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I,_____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I,_____, hereby authorize my employer,_____ _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date:_____ Signed:_____

Address:_____

City:_____

State:_____Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B – WAGES

The base salaries listed herein reflect the following increases: 2% as of July 1, 2017, 2% as of July 1, 2018, and 2% as of July 1, 2019. The Sergeant base salary will increase by an additional $1,000 on top of the annual percent increase.

The base salary for a probationary employee as defined in Article 11, Section 11.2 of this Agreement shall be $1,200 less than the annual salary as herein established for a full-time Police Officer.

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

City of Urbana & Fraternal Order of Police Contract
July 1, 2017 through June 30, 2020

FOP Salary Schedules
FY2018 - FY2020

Police Officer (no degree)		7/1/2017 - 6/30/2018		7/1/2018 - 6/30/219		7/1/2019 - 6/30/2020	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual
Probationary		$29.67	$61,723.80	$30.28	$62,982.28	$30.90	$64,265.92
Base		$30.25	$62,923.80	$30.86	$64,182.28	$31.47	$65,465.92
After 2	2.00%	$30.86	$64,182.28	$31.47	$65,465.92	$32.10	$66,775.24
After 4	4.00%	$31.46	$65,440.75	$32.09	$66,749.57	$32.73	$68,084.56

Police officer (no degree, w/ mental health training)		7/1/2017 - 6/30/2018		7/1/2018 - 6/30/219		7/1/2019 - 6/30/2020	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual
Probationary		$29.82	$62,029.80	$30.43	$63,294.40	$31.05	$64,584.28
Base		$30.40	$63,229.80	$31.01	$64,494.40	$31.63	$65,784.28
After 2	2.00%	$31.01	$64,494.40	$31.63	$65,784.28	$32.26	$67,099.97
After 4	4.00%	$31.61	$65,758.99	$32.25	$67,074.17	$32.89	$68,415.66

City of Urbana & Fraternal Order of Police Contract
July 1, 2017 through June 30, 2020

Police Officer (assoc. degree or equiv., & all officers w/ 5+ years)		7/1/2017 - 6/30/2018		7/1/2018 - 6/30/219		7/1/2019 - 6/30/2020	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual
Probationary		$30.56	$63,558.78	$31.18	$64,853.96	$31.81	$66,175.03
Base		$31.13	$64,758.78	$31.76	$66,053.96	$32.39	$67,375.03
After 2	2.00%	$31.76	$66,053.96	$32.39	$67,375.03	$33.04	$68,722.54
After 4	4.00%	$32.38	$67,349.13	$33.03	$68,696.11	$33.69	$70,070.04
After 6	6.00%	$33.00	$68,644.31	$33.66	$70,017.19	$34.34	$71,417.54
After 8	8.00%	$33.62	$69,939.48	$34.30	$71,338.27	$34.98	$72,765.04
After 10	10.00%	$34.25	$71,234.66	$34.93	$72,659.35	$35.63	$74,112.54
After 12	12.00%	$34.87	$72,529.83	$35.57	$73,980.43	$36.28	$75,460.04
After 14	14.00%	$35.49	$73,825.01	$36.20	$75,301.51	$36.93	$76,807.54
After 16	16.00%	$36.12	$75,120.18	$36.84	$76,622.59	$37.57	$78,155.04
After 18	18.00%	$36.74	$76,415.36	$37.47	$77,943.67	$38.22	$79,502.54
After 20	20.00%	$37.36	$77,710.54	$38.11	$79,264.75	$38.87	$80,850.04
After 21	20.50%	$37.52	$78,034.33	$38.27	$79,595.02	$39.03	$81,186.92
After 22	21.00%	$37.67	$78,358.12	$38.43	$79,925.29	$39.19	$81,523.79
After 23	21.50%	$37.83	$78,681.92	$38.58	$80,255.56	$39.36	$81,860.67
After 24	22.00%	$37.98	$79,005.71	$38.74	$80,585.83	$39.52	$82,197.54
After 25	22.50%	$38.14	$79,329.51	$38.90	$80,916.10	$39.68	$82,534.42
After 26	23.00%	$38.29	$79,653.30	$39.06	$81,246.37	$39.84	$82,871.29
After 27	23.50%	$38.45	$79,977.09	$39.22	$81,576.64	$40.00	$83,208.17
After 28	24.00%	$38.61	$80,300.89	$39.38	$81,906.90	$40.17	$83,545.04
After 29	24.50%	$38.76	$80,624.68	$39.54	$82,237.17	$40.33	$83,881.92
After 30	25.00%	$38.92	$80,948.48	$39.70	$82,567.44	$40.49	$84,218.79

City of Urbana & Fraternal Order of Police Contract
July 1, 2017 through June 30, 2020

Police Officer (assoc. degree or equiv., or 5+ yrs., w/ mental health training)		7/1/2017 - 6/30/2018		7/1/2018 - 6/30/219		7/1/2019 - 6/30/2020	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual
Probationary		$30.71	$63,873.96	$31.33	$65,175.44	$31.97	$66,502.95
Base		$31.29	$65,073.96	$31.91	$66,375.44	$32.55	$67,702.95
After 2	2.00%	$31.91	$66,375.44	$32.55	$67,702.95	$33.20	$69,057.01
After 4	4.00%	$32.54	$67,676.92	$33.19	$69,030.46	$33.85	$70,411.07
After 6	6.00%	$33.16	$68,978.40	$33.83	$70,357.97	$34.50	$71,765.12
After 8	8.00%	$33.79	$70,279.88	$34.46	$71,685.47	$35.15	$73,119.18
After 10	10.00%	$34.41	$71,581.36	$35.10	$73,012.98	$35.80	$74,473.24
After 12	12.00%	$35.04	$72,882.84	$35.74	$74,340.49	$36.46	$75,827.30
After 14	14.00%	$35.67	$74,184.31	$36.38	$75,668.00	$37.11	$77,181.36
After 16	16.00%	$36.29	$75,485.79	$37.02	$76,995.51	$37.76	$78,535.42
After 18	18.00%	$36.92	$76,787.27	$37.66	$78,323.02	$38.41	$79,889.48
After 20	20.00%	$37.54	$78,088.75	$38.29	$79,650.53	$39.06	$81,243.54
After 21	20.50%	$37.70	$78,414.12	$38.45	$79,982.40	$39.22	$81,582.05
After 22	21.00%	$37.86	$78,739.49	$38.61	$80,314.28	$39.38	$81,920.57
After 23	21.50%	$38.01	$79,064.86	$38.77	$80,646.16	$39.55	$82,259.08
After 24	22.00%	$38.17	$79,390.23	$38.93	$80,978.04	$39.71	$82,597.60
After 25	22.50%	$38.32	$79,715.60	$39.09	$81,309.91	$39.87	$82,936.11
After 26	23.00%	$38.48	$80,040.97	$39.25	$81,641.79	$40.04	$83,274.63
After 27	23.50%	$38.64	$80,366.34	$39.41	$81,973.67	$40.20	$83,613.14
After 28	24.00%	$38.79	$80,691.71	$39.57	$82,305.54	$40.36	$83,951.66
After 29	24.50%	$38.95	$81,017.08	$39.73	$82,637.42	$40.52	$84,290.17
After 30	25.00%	$39.11	$81,342.45	$39.89	$82,969.30	$40.69	$84,628.68

City of Urbana & Fraternal Order of Police Contract
July 1, 2017 through June 30, 2020

Police Sergeant		7/1/2017 - 6/30/2018		7/1/2018 - 6/30/219		7/1/2019 - 6/30/2020	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual
Base		$37.32	$77,632.60	$38.55	$80,185.25	$39.80	$82,788.96
After 2	2.00%	$38.07	$79,185.25	$39.32	$81,788.96	$40.60	$84,444.74
After 4	4.00%	$38.82	$80,737.90	$40.09	$83,392.66	$41.39	$86,100.52
After 6	6.00%	$39.56	$82,290.56	$40.86	$84,996.37	$42.19	$87,756.29
After 8	8.00%	$40.31	$83,843.21	$41.63	$86,600.07	$42.99	$89,412.07
After 10	10.00%	$41.06	$85,395.86	$42.41	$88,203.78	$43.78	$91,067.85
After 12	12.00%	$41.80	$86,948.51	$43.18	$89,807.48	$44.58	$92,723.63
After 14	14.00%	$42.55	$88,501.16	$43.95	$91,411.19	$45.37	$94,379.41
After 16	16.00%	$43.30	$90,053.82	$44.72	$93,014.89	$46.17	$96,035.19
After 18	18.00%	$44.04	$91,606.47	$45.49	$94,618.60	$46.97	$97,690.97
After 20	20.00%	$44.79	$93,159.12	$46.26	$96,222.30	$47.76	$99,346.75
After 21	20.50%	$44.97	$93,547.28	$46.45	$96,623.23	$47.96	$99,760.69
After 22	21.00%	$45.16	$93,935.45	$46.65	$97,024.15	$48.16	$100,174.64
After 23	21.50%	$45.35	$94,323.61	$46.84	$97,425.08	$48.36	$100,588.58
After 24	22.00%	$45.53	$94,711.77	$47.03	$97,826.01	$48.56	$101,002.53
After 25	22.50%	$45.72	$95,099.94	$47.22	$98,226.93	$48.76	$101,416.47
After 26	23.00%	$45.91	$95,488.10	$47.42	$98,627.86	$48.96	$101,830.42
After 27	23.50%	$46.09	$95,876.26	$47.61	$99,028.79	$49.16	$102,244.36
After 28	24.00%	$46.28	$96,264.42	$47.80	$99,429.71	$49.35	$102,658.31
After 29	24.50%	$46.47	$96,652.59	$48.00	$99,830.64	$49.55	$103,072.25
After 30	25.00%	$46.65	$97,040.75	$48.19	$100,231.57	$49.75	$103,486.20

City of Urbana & Fraternal Order of Police Contract
July 1, 2017 through June 30, 2020

Police Sergeant (with mental health training)		7/1/2017 - 6/30/2018		7/1/2018 - 6/30/219		7/1/2019 - 6/30/2020	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual
Base		$37.50	$78,000.82	$38.73	$80,560.84	$39.99	$83,172.05
After 2	2.00%	$38.25	$79,560.84	$39.51	$82,172.05	$40.79	$84,835.49
After 4	4.00%	$39.00	$81,120.85	$40.28	$83,783.27	$41.59	$86,498.94
After 6	6.00%	$39.75	$82,680.87	$41.06	$85,394.49	$42.39	$88,162.38
After 8	8.00%	$40.50	$84,240.89	$41.83	$87,005.70	$43.19	$89,825.82
After 10	10.00%	$41.25	$85,800.90	$42.60	$88,616.92	$43.99	$91,489.26
After 12	12.00%	$42.00	$87,360.92	$43.38	$90,228.14	$44.78	$93,152.70
After 14	14.00%	$42.75	$88,920.93	$44.15	$91,839.35	$45.58	$94,816.14
After 16	16.00%	$43.50	$90,480.95	$44.93	$93,450.57	$46.38	$96,479.58
After 18	18.00%	$44.25	$92,040.97	$45.70	$95,061.79	$47.18	$98,143.02
After 20	20.00%	$45.00	$93,600.98	$46.48	$96,673.00	$47.98	$99,806.46
After 21	20.50%	$45.19	$93,990.99	$46.67	$97,075.81	$48.18	$100,222.32
After 22	21.00%	$45.38	$94,380.99	$46.86	$97,478.61	$48.38	$100,638.18
After 23	21.50%	$45.56	$94,771.00	$47.06	$97,881.42	$48.58	$101,054.04
After 24	22.00%	$45.75	$95,161.00	$47.25	$98,284.22	$48.78	$101,469.90
After 25	22.50%	$45.94	$95,551.00	$47.45	$98,687.02	$48.98	$101,885.77
After 26	23.00%	$46.13	$95,941.01	$47.64	$99,089.83	$49.18	$102,301.63
After 27	23.50%	$46.31	$96,331.01	$47.83	$99,492.63	$49.38	$102,717.49
After 28	24.00%	$46.50	$96,721.02	$48.03	$99,895.44	$49.58	$103,133.35
After 29	24.50%	$46.69	$97,111.02	$48.22	$100,298.24	$49.78	$103,549.21
After 30	25.00%	$46.88	$97,501.03	$48.41	$100,701.05	$49.98	$103,965.07

APPENDIX C – LONGEVITY

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

Completed Years of Service	Longevity pay
2	2%
4	4%
6	6%
8	8%
10	10%
12	12%
14	14%
16	16%
18	18%
20	20%
21-29	20% plus 0.5% per year of service in excess of 20 years
30	25%

APPENDIX D – STAND-BY PAY

Compensation for each seven-day period of stand-by duty shall be as follows:

July 1, 2017 through June 30, 2020: $240

APPENDIX E-1 – SICK/MEDICAL LEAVE
Employee's Condition

Situation	Conditions / Limits	Return Policy & Documentation
Officer Sick — • Illness • Off duty injury without workers comp benefits	Employee is too sick or unable to work. May use other benefit time once sick leave runs out (without interfering with other employees' right to use benefit time) When sick, travel restricted to doctor, hospital, clinic, pharmacy, or as restricted by a physician. *When* injured, travel restrictions limited by injury only. May take partial days when officer becomes ill after his shift starts or in conjunction with the beginning or end of a shift.	If < 48 hours in a calendar year, no documentation is required. Leave approved in conjunction with a doctor's certification does not count against the 48 hours. If > 48 hours in a calendar year, doctor's certification is required that officer was sick and is fit for duty PRIOR to returning to work. If more than 80 hours in any calendar year, full fitness for duty physical exam at the City's expense may be required.
Officer Injured - • off-duty w/ workers comp benefits	Cannot use sick leave if employee eligible by other employer's workers compensation. Must use other available benefit time in lieu of sick leave (without interfering with other employees' right to use benefit time). If officer has no benefit time, then the "no-pay" option will be administered.	Always requires a doctor slip saying officer is fit for duty prior to returning to work.
Childbirth Issues: Pregnancy, miscarriages, abortion, childbirth, recovery	Used by female officers or male spouse for a period of time when the female officer or spouse of a male officer cannot or should not perform duties on advice of a doctor.	Doctor's slip required for any use herein. Officer should also consult the City Family Medical Leave Policy for additional.
City Family Medical Leave Policy — Employee	Limited to serious health conditions. Excludes conditions such as colds, flu, ear aches, upset stomachs, minor ulcers, routine exams, non-migraine headaches, routine dental/ orthodontia problems, and periodontal diseases.	Employee must timely notify supervisor, provide doctor's certification, status reports, intent to return to work, and proof of fitness to return.

APPENDIX E-2 – SICK/MEDICAL LEAVE
Family Member's Condition

Situation	Duration	Conditions / Limits	Return Policy & Documentation
Immediate Family Member or household member illness, injury or disability (also childbirth Issues for males)	Paid 0.5 to 36 hours in a fiscal year	Can be used for any illness of a family member. Employees can take partial sick days for this purpose. Immediate family member, as used in the context of the Sick/Medical Leave Appendix to the CBA, shall be defined as a "spouse, son, daughter or parent" as those terms are defined in the Family Medical Leave Act or household member.	If < 36 hours in a calendar year, no slip required.
Sick child	Paid 0.5 to 36 hours in a fiscal year	Can be used to care for employee's child when child needs care due to his/her illness. Can be used in addition to above leave. Employees can take partial sick days for this purpose. Limitations on Sick Child leave do not apply in circumstances where the injury or illness at issue is a FMLA qualifying event.	Requires doctor's certification. Time approved with certification does not count against the leave above.
Immediate Family Member or household member serious illness, injury or disability	Up to maximum hours of paid sick leave Other paid time (vacation, comp, personal)	Subject to Chief's PRIOR approval. Limited to attending to a hospitalized family member or household member; to providing required help to a family member who is unable to care for his/her own basic medical, personal (bathing, feeding, etc.) or safety needs due to a serious health condition. Employee's activities are restricted to care of family member. Employee can use other paid time with the Chief's prior approval for FMLA defined Serious illness or Injury. These conditions do NOT include colds, flu, ear aches, upset stomachs, minor ulcers, routine exams, non-migraine headaches, routine dental/orthodontia problems, and periodontal diseases.	Requires proof of a qualifying condition and documentation that employee's care is required. Chief may require additional documentation and /or use of other benefit time prior to approval of full request.
City Family Medical Leave Policy – Family Member	480 hours unpaid	See current City Family Medical Leave Policy.	City FML unpaid status. Must apply at Personnel via the chain of command.

APPENDIX F – INSURANCE COMMITTEE AGREEMENT

Joint Labor / Management Insured Benefit Committee Agreement

I. Introduction

The parties to this Agreement have agreed to participate in negotiations as members of the Joint Labor / Management Insurance Committee (the "Committee") for the purposes of negotiating the plan provisions and funding of the City's medical, dental, and vision insurance plans ("insured benefits"). The parties understand and agree that Committee participation represents the most effective means to develop and implement cost containment approaches for the management of the City's insured benefits, while providing quality benefits to employees and their covered dependents. The City and each signatory Union agree to the format for funding and negotiating plan provisions to meet the budgetary constraints imposed by anticipated costs associated with providing insured benefits to both represented and unrepresented, benefits-eligible City employees. The Committee, comprised of the City's employees represented by an exclusive representative, the City's unrepresented employees, and the City's administrative staff, agrees to develop, maintain, and make periodic changes to the City's insured benefit plan(s) in a collaborative fashion as outlined under this Agreement.

Having bargained in good faith, the signatory parties agree as follows:

II. General Terms

A. Scope of Agreement

This Agreement shall apply to all unrepresented City employees and all employees whose exclusive bargaining representative is a signatory to this Agreement.

B. Insured Benefits Upon Adoption of Agreement

1. Each of the Parties agrees to the terms and conditions of the insured benefits outlined in Exhibit 1, attached hereto. Exhibit 1 reflects all current insured benefits. This agreement supersedes any conflicting provisions of any collective bargaining agreement between any of the signatory unions and the City.

2. The insured benefits set forth in Exhibit 1 will continue unless and until the Committee modifies the insured benefit plan(s) under the procedures in this Agreement. Notwithstanding the terms of this Agreement, any provision of any insured benefit plan that is prohibited, subject to mandatory modification, or otherwise subject to revision as a matter of law, all necessary revisions to the insured benefit plans shall be made as required by applicable law.

3. The provisions of the insured benefits outlined in Exhibit 1 may be modified upon a two thirds (2/3) vote of the total number of members of the Committee and approval by the City and, if necessary *(i.e.,* budget and/or contract approval), by the City Council. Each party shall have the right to discuss all proposed changes with its respective constituent members and seek their input prior to any final vote.

C. *Scope of Each Signatory Party's Authority.*

Each party has the full authority of its governing board, membership, local union, international union, and or whatever group or subgroup within its structure that would have the ultimate authority to enter into this Agreement. Each of the signatory parties represents and warrants to each other as an inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement.

1. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues arising under or relating to the insured benefit plans including, but not limited to:

    i. Health plan design and benefit levels;

    ii. Deductibles;

    iii. Co-pays and out-of-pocket costs;

    iv. Premium levels;

    v. Premium sharing;

    vi. Participant eligibility and general coverage.

2. Until dissolved, this Committee shall serve as the sole and exclusive venue for the City and each signatory union to collectively bargain insured employee medical benefits. Any disputes regarding the benefit programs negotiated through this Committee shall be subject to the dispute resolution process provided for herein.

D. *Scope of Committee's Authority.*

The Committee, at least sixty (60) days in advance of the annual insured benefits enrollment deadline, shall:

1. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City regarding the procurement and administration of fiscally responsible insured benefit plan(s);

2. Facilitate the development of educational programs and participant communication regarding the City's insured benefit plans and any changes applied upon annual renewal; and

3. Investigate, analyze, develop, and thereafter, make a formal recommendation to the City regarding other initiatives intended to incentivize insured benefit plan participants to live healthier lifestyles and to choose healthcare options that are more effective and produce better results (e.g., wellness programs/initiatives, process changes, plan design changes, cost sharing changes, etc.). The parties agree that a strong program to promote wellness of insured benefit plan participants is important to both improve quality of life for plan participants and control the cost of providing insured benefits.

The Committee agrees any recommendation will include a pro-active wellness program.

E. Compliance with State, Federal, and Local Law

It is agreed and understood that the City, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government including, but not limited to, requirements for bidding and contracting for the provision of goods and the rendition of services, compliance with equal employment opportunity and affirmative action requirements applicable to the City or any other party.

F. Committee Composition

The Committee shall be composed of eleven (11) regular and five (5) alternate members appointed by the parties as follows:

1. Each signatory Union shall each select two (2) regular Committee members and one (1) alternate as representatives of each Union;

2. The Benefit Coordinator, Human Resources Manager, and Assistant Human Resources Manager shall constitute the three (3) regular members of the Committee and these individuals can select one (1) alternate representative if one of them is unable to attend a; and

3. The City shall select two (2) non-union employees to serve as members of the Committee and one (1) alternate as representatives of the City's non-union employees.

4. The City's Human Resources Manager shall serve as the Committee's chair.

G. Term of Appointment.

Committee members and alternates shall serve for a three (3) year term, unless replaced at the discretion of the appointing party. Recognizing the need for stability, each of the parties and participating groups agree, to the extent practicable, to maintain the same representatives and alternates for the term of this Agreement.

1. Recognizing the importance of the Committee's business, meeting attendance is mandatory. Committee members shall not be absent from more than two (2) scheduled meetings per calendar year, excluding emergencies. The City shall schedule such meetings during business hours and will pay overtime to others, if necessary, so that the regular members of the Committee can attend the scheduled meeting.

2. If it becomes necessary to permanently replace a designated representative, the affected party will notify the Committee's chair in writing as soon as practicable and not less than five (5) days prior to any regular Committee meeting.

H. Internal Governance:

The Committee shall determine its own internal structure, including arrangements for subcommittees and chairpersonship of the Committee and any designated subcommittees. Both labor and management shall be represented by co-chairs and within the membership of all subcommittees.

I. *Meetings.*

The Committee shall meet on a bi-monthly basis or more frequently as needs require. A special meeting of the Committee shall be called upon the demand of any three (3) of the regular members submitted in writing to the Committee's chairs.

1. Meetings shall be called with a minimum of five (5) working days written notice to the members.

2. A quorum for any meeting shall exist when all regular committee members are in attendance.

3. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the Committee who are employees and who are on duty or scheduled to work during the time of any Scheduled Committee meeting shall be granted time off with pay to attend Committee and subcommittee meetings, but shall provide his/her immediate supervisor with notice of his/her need to be absent from work at least forty-eight (48) hours in advance of each meeting.

J. *Reports of Committee Business.*

The Committee's chairs shall report the activities of the Committee to the City on a monthly basis in either closed or open session, depending on the nature of the report. Recommendation to the City. No later than the second Monday of September each year, the Committee's chairs shall present the Committee's recommendation to the City regarding the insured benefit plan or plans for adoption with respect to the ensuing insured benefit plan year.

1. If the City declines to adopt the Committee's recommendation, the City shall provide the Committee with a specific list of reasons why the plan or plans recommended by the Committee were not acceptable. Thereafter, the Committee shall meet to address the issues underlying the decision to decline to adopt the Committee's recommendation.

2. In the event that, after reasonable effort, the Committee is unable to reach agreement on recommended insured benefit plan(s), the Committee may be dissolved upon a majority of regular voting Committee members providing written notice of intent to withdraw from participation to the Committee's chairs.

    a. If a less than a majority of Committee members seek to dissolve the Committee, the Committee shall continue to function in accordance with this Agreement.

    b. In the event the Committee is dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such

negotiations is determined, the insured benefit plans in place at the time of dissolution shall remain unchanged.

K. *Resolution of Disputes Arising under the Agreement.*

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them that cannot be resolved after good faith conciliation efforts, it shall be submitted to binding arbitration under the Illinois Uniform Arbitration Act. This dispute resolution procedure shall not be applicable to disputes arising from the decisions of the City regarding the adoption of the Committee's recommendation(s). Disputes relating to the operation of any insured benefit plan, any individual claims under an insured benefit plan, or any other disputes arising under any insured benefit plan shall continue to be resolved under the dispute resolution mechanisms provided under the terms of the plan(s) at issue. For the purpose of this Section the parties will be one (1) representative of the signatory Unions and a representative of the City.

1. To select an arbitrator, the parties to the dispute shall jointly request a statewide panel list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. In addition, each party shall receive the right to strike one entire list. Within thirty (30) days of receiving the panel list, the parties to the dispute shall use an alternating strike process until only one arbitrator's name remains. A coin toss shall be used to determine which party shall strike from the list first. The parties will then jointly notify the arbitrator regarding his or her selection. A hearing will be scheduled for a date, time, and location mutually agreeable to the parties.

2. The parties agree to attempt to arrive at a joint stipulation of facts and issues submitted to the arbitrator. The parties have the right to request that the arbitrator require the presence of witnesses and the production of reasonable and necessary documents under subpoena. City employees called to testify at the arbitration shall be released from work without loss of pay or benefits. All arbitration hearings shall be recorded by a stenographer and a copy of the stenographic transcript shall be provided to the parties and the arbitrator as soon as practicable after the hearing.

3. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

4. The arbitrator's award shall be reduced to writing and circulated to the parties within thirty (30) days of the close of the hearing or the submission of post-hearing briefs, whichever is later.

5. Fees and expenses of the arbitrator and the stenographer shall be shared equally by the parties. Each party shall be responsible for the cost of purchasing its own copy of the transcript, but shall share the cost of providing a copy of the transcript to the arbitrator.

L. *Termination and Renewal:*

This Agreement shall remain in full force and effect for a period of three (3) years of the date of execution. This Agreement shall remain in effect from year to year after the expiration date

unless one or more of the parties serves written notice of their wish to modify or terminate this Agreement on each other party not more than sixty (60) but not less than thirty (30) days prior to the expiration date.

1. In the event such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within one hundred and twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution of the dispute. If the parties fail to negotiate a successor to this Agreement with the assistance of a FMCS mediator, the parties may then pursue interest arbitration to resolve any matters upon which genuine impasse has been reached. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties.

2. If the Committee is ever dissolved, any union that is a signatory to this Agreement may demand to bargain over the issue of insured benefits. Until the outcome of such negotiations is determined and until any applicable impasse resolution procedure is complete, the insured benefits shall remain unchanged as of the date of the Committee's dissolution.

SIDE LETTER (CPRB)

BETWEEN THE FRATERNAL ORDER OF POLICE & THE CITY OF URBANA, ILLINOIS

This Letter shall serve as a Memorandum of Understanding between Urbana Lodge #70 of the Fraternal Order of Police, the Illinois Fraternal Order of Police Labor Council (collectively referred to as the "FOP") and the City of Urbana ("City") regarding the City's implementation of a Civilian Police Review Board ("CPRB").

It is the intent of this Letter to address specific FOP concerns over the creation of a CPRB without limiting the City's management rights and the City's right to legislate matters of public safety and accountability to the public as it deems appropriate. The parties agree that the structure and authority of a Civilian Police Review Board ("CPRB") is exclusively the management prerogative of the City's corporate authorities, provided that the CPRB does not affect Article 22 of the Agreement or the disciplinary provisions contained within the Agreement.

There are certain CPRB issues which are not included in the Collective Bargaining Agreement ("Agreement"), because the City believes that they are matters of inherent management rights that are not mandatory subjects of bargaining. Those issues include the composition of the CPRB, and its powers and duties. Nevertheless, without waiving its position as to these issues, the City has agreed to provide the following written assurances regarding the structure and provisions of the CPRB which will be incorporated into the final Ordinance:

A. No person convicted of a felony shall be eligible for appointment to the CPRB.

B. Complaints against an officer must be signed and sworn by a person with personal knowledge of the incident and language will be included in the CPRB Ordinance that false complaints shall be subject to prosecution.

C. The Ordinance adopted may contain a mediation provision for individual complaints, but the participation of any officer is optional.

D. The Police Department's investigation and final determination shall be completed prior to any CPRB consideration of a complaint filed by a member of the public.

E. The CPRB will not conduct independent third party investigations of an officer's conduct. Inquiries and concerns of the CPRB will be addressed by the Chief of Police or his designee.

SIDE LETTER

BETWEEN THE FRATERNAL ORDER OF POLICE & THE CITY OF URBANA, ILLINOIS

F. An officer who is the subject of CPRB proceedings shall be entitled to know if his or her medical records have been disclosed to the CPRB. However, this is a matter of disclosure not the power to block or contest disclosure.

G. The Ordinance will provide for a prohibition on ex-parte communications of CPRB members with outside parties regarding pending issues. Any violation of protocol shall be addressed by dismissal of the offending Board member(s) from the CPRB.

The parties agree that this Side Letter is intended and shall serve as an understanding by and between the parties regarding the creation of the CPRB. The execution of this Side Letter in conjunction with the Agreement concludes bargaining between the City and the Union over the impact and effects of the City's creation of the CPRB, provided any Ordinance adopted is consistent with the provisions set forth herein and/or the Collective Bargaining Agreement. It is not intended to serve as a precedent regarding future collective bargaining rights between the parties. Moreover, neither party is waiving its position or rights regarding whether the CPRB issues discussed and/or negotiated during the negotiations were mandatory subjects of bargaining. Further, neither party waives any rights under the United States Constitution or the Illinois Constitution of 1970 which the parties would ordinarily enjoy absent the execution of this Side Letter.

Executed this 27th day of September, 2011.

[redacted]

For the City of Urbana

[redacted]

For Urbana Lodge # 70 of the Fraternal Order of Police

[redacted]

For The Illinois Fraternal Order of Police Labor Council