
DATE: Monday, March 13, 2023
TIME: 6:30 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
- C. Additions to the Agenda
- D. Presentations and Public Input
 - 1. [Downtown Urbana Public Realm Study Results](#) - CD
 - 2. [Addressing Food Insecurity](#) - CM Wilken and Bishop, UIUC Environmental Leadership Program
- E. Council Input and Communications
- F. Reports of Standing Committees
- G. **Committee of the Whole** (*Council Member Chaundra Bishop - Ward 5*)
 - 1. Consent Agenda
 - 2. Regular Agenda
 - a. **Resolution No. 2022-12-091R:** A Resolution Approving a Collective Bargaining Agreement with the Fraternal Order of Police, Lodge #70 (Term of July 1, 2023 through June 30, 2026) - HRF
- H. Reports of Special Committees
- I. Reports of Officers
- J. New Business
- K. Mayoral Appointments
 - [Urbana](#) Free Library Board (Term ending June 30, 2024) - **Erica Bellina**
 - Urbana Public Television Board (Term ending June 30, 2026) - **John Gutzmer**
- L. Adjournment

All City meetings are broadcast on Urbana Public Television and live-streamed on the web. Details on how to watch are found on the UPTV webpage located at <https://urbanaininois.us/uptv>

PUBLIC INPUT

The City of Urbana welcomes Public Input during open meetings of the City Council, the City Council's Committee of the Whole, City Boards and Commissions, and other City-sponsored meetings. Our goal is to foster respect for the meeting process, and respect for all people participating as members of the public body, city staff, and the general public. The City is required to conduct all business during public meetings. The presiding officer is responsible for conducting those meetings in an orderly and efficient manner. Public Input will be taken in the following ways:

Email Input

Public comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted) at the following: citycouncil@urbanaininois.us. The subject line of the email must include the words "PUBLIC INPUT" and the meeting date. Your email will be sent to all City Council members, the Mayor, City Administrator, and City Clerk. Emailed public comments labeled as such will be incorporated into the public meeting record, with personal identifying information redacted. Copies of emails will be posted after the meeting minutes have been approved.

Written Input

Any member of the public may submit their comments addressed to the members of the public body in writing. If a person wishes their written comments to be included in the record of Public Input for the meeting, the writing should so state. Written comments must be received prior to the closing of the meeting record (at the time of adjournment unless otherwise noted).

Verbal Input

Protocol for Public Input is one of respect for the process of addressing the business of the City. Obscene or profane language, or other conduct that threatens to impede the orderly progress of the business conducted at the meeting is unacceptable.

Public comment shall be limited to no more than five (5) minutes per person. The Public Input portion of the meeting shall total no more than two (2) hours, unless otherwise shortened or extended by majority vote of the public body members present. The presiding officer or the city clerk or their designee, shall monitor each speaker's use of time and shall notify the speaker when the allotted time has expired. A person may participate and provide Public Input once during a meeting and may not cede time to another person, or split their time if Public Input is held at two (2) or more different times during a meeting. The presiding officer may give priority to those persons who indicate they wish to speak on an agenda item upon which a vote will be taken.

The presiding officer or public body members shall not enter into a dialogue with citizens. Questions from the public body members shall be for clarification purposes only. Public Input shall not be used as a time for problem solving or reacting to comments made but, rather, for hearing citizens for informational purposes only.

In order to maintain the efficient and orderly conduct and progress of the public meeting, the presiding officer of the meeting shall have the authority to raise a point of order and provide a verbal warning to a speaker who engages in the conduct or behavior proscribed under "Verbal Input". Any member of the public body participating in the meeting may also raise a point of order with the presiding officer and request that they provide a verbal warning to a speaker. If the speaker refuses to cease such conduct or behavior after being warned by the presiding officer, the presiding officer shall have the authority to mute the speaker's microphone and/or video presence at the meeting. The presiding officer will inform the speaker that they may send the remainder of their remarks via e-mail to the public body for inclusion in the

meeting record.

Accommodation

If an accommodation is needed to participate in a City meeting, please contact the City Clerk's Office at least 48 hours in advance so that special arrangements can be made using one of the following methods:

- Phone: 217.384.2366
- Email: CityClerk@urbanillinois.us



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Economic Development Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Kevin Garcia, Planning Supervisor
 Stepheny McMahan, Economic Development Supervisor
 Darius White, Economic Development Coordinator

DATE: March 7, 2023

SUBJECT: **Downtown Urbana Public Realm Study Results**

In early 2022, City staff issued a request for proposal for a Downtown public realm study, the purpose of which was to develop realistic, actionable measures to make public spaces in Downtown Urbana more vibrant and active. Coming out of the pandemic, staff felt it was a priority to seek options to encourage residents and visitors to spend more time in historic downtown Urbana to support businesses with a goal of promoting economic development. After reviewing several submissions, we selected the proposal from Confluence.

Confluence is a Midwestern-based firm that combines the skills of landscape architecture, planning, and urban design to “create places full of life”. As it says on their website www.thinkconfluence.com, Confluence believes “in the transformative power of creative collaboration with a genuine approach – bringing together people, ideas and our creative process to shape the future of our communities.” The Confluence proposal also appealed to City staff because of their partnership with Project for Public Spaces, a firm that assists communities in creating “community-powered public spaces”. www.pps.org

A team of five began work in July to become familiar with the City and to gather community input through a variety of methods including:

- Focus Groups attended by approximately 67 attendees, organized by the following interest areas:
 - Downtown Businesses/Office Workers
 - Property Owners
 - City Departments, Board & Commission Members
 - County & Districts
 - Music, Events, Art, and other Active Players/Creatives
- Advisory Committee of Downtown stakeholders (20) including two council members who met four times throughout the study
- Merchant Survey to which 19 Downtown merchants responded
- Social Pinpoint website viewed by 1,006 people, 90 of whom took the online survey and left 394 comments.

<https://confluence.mysocialpinpoint.com/urbana-downtown-public-realm-studyhome/home/>

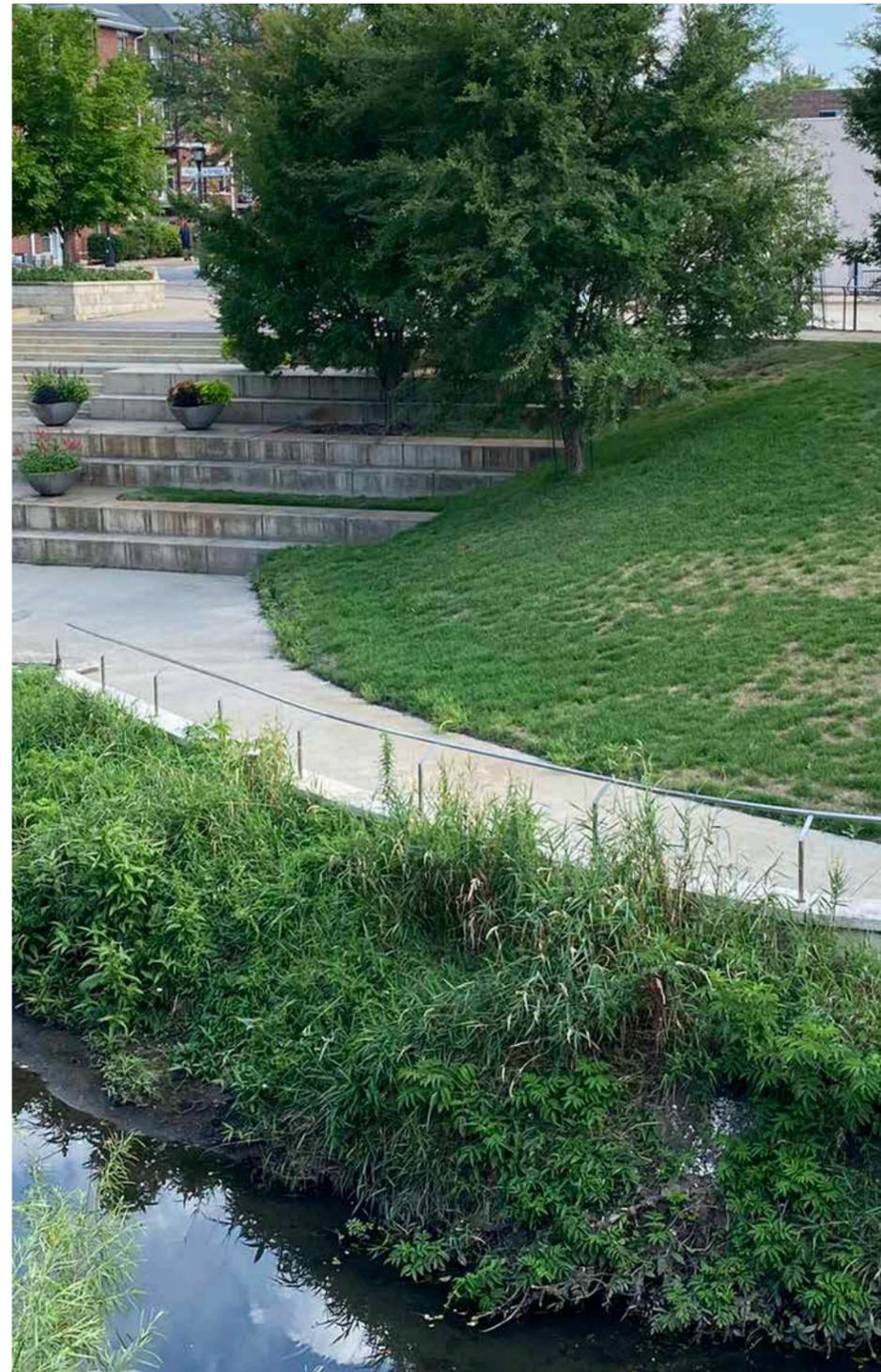
- Two Public Meetings.
**The public meetings and Social Pinpoint website were advertised throughout the whole community via flyers, temporary signs, emails, and social media with stories published in Smile Politely and shown on WCLA.*
- Review of all past Urbana plans

Much was learned from the collection of input including support and criticism about existing infrastructure, services, and programs; suggestions of things that might be changed; and new ideas for spaces and events. Overwhelmingly, there is much interest and love for Downtown Urbana along with a desire to see it prosper.

At the Council meeting on March 13, we will present a brief overview of the study results along with possible implementation options. Some of the ideas are easily doable and others would take much more time, money, and collaboration with private landowners who have been apprised of the study results involving their respective properties.

After the presentation, we will hand out and email you copies of the full study for your detailed review. Please send any comments on the full study to Stepheny McMahon or Darius White. We will be presenting proposed implementation (i.e., spending) recommendations with the FY2024 draft budget for your consideration and approval.

Attachments: Downtown Urbana Public Realm DRAFT Study



Item D1.

URBANA DOWNTOWN PUBLIC REALM STUDY



DRAFT 03.06.23

ACKNOWLEDGMENTS

ADVISORY COMMITTEE

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SECTION ONE / BACKGROUND

PURPOSE OF THIS STUDY

Downtown Urbana has been an important place for residents, students, and visitors over the years and recent investments in sidewalks, trees, and plantings have made the Downtown more attractive. However, the City realizes there is still work to be done to create a vibrant downtown that serves the surrounding residents, University community, and the whole of Urbana. This study is an opportunity to engage the community to create an actionable plan to improve the public realm in Downtown Urbana.

The overarching goals of this study are:

1. *To evaluate and make recommendations to enhance the public realm.*
2. *To improve the appeal of Downtown Urbana as a place to visit, live, and do business.*

The “public realm” consists primarily of the publicly-owned street rights-of-way and other publicly accessible open spaces such as parks, squares, plazas, courtyards, and alleys.



EXAMPLES OF THE PUBLIC REALM IN DOWNTOWN URBANA



WHAT IS THE 'PUBLIC REALM'?

The public realm includes the streets, sidewalks, plazas, alleys, parking lots, transit stops, and natural areas, as well as all places that host public uses - be they public or privately owned. There is new excitement about reinvigorating the public realm of downtown as Urbana rebounds from the challenges of COVID-19. A lively downtown public realm must include places that people think of as their own outdoor living room, where they feel connected to their city and fellow citizens. In many communities such places have become increasingly rare. Nowhere was the public realm as essential as in historic downtowns like Urbana's. And though main street's importance has been challenged by malls, chain stores, auto-oriented retail, and fast traffic, there is still an appreciation for small, walkable downtowns and their architectural and cultural history and legacy.

Innovative larger cities that have seen what a vital downtown public realm can accomplish are now reaping tremendous rewards. At the heart of these revitalizations are key places that draw in people. Look to Ft. Worth, Texas, where Sundance Square has become the beating heart of a thriving downtown. Or consider how innovative parks and unique public spaces in New York City (the Highline, the Meatpacking District, Hudson River Park, Brooklyn Bridge Park) have rejuvenated and re-defined entire districts over recent decades. Or look to downtown Detroit, which has risen from bankruptcy with an intentional and vibrant network of public spaces and destinations.

While Downtown Urbana may not see the same levels of foot traffic as Ft. Worth or Detroit, the same principles apply. Urbana boasts a well-preserved historic district, an attractive main street, a downtown creek, a beloved farmer's market, and local businesses with the sort of character other parts of the country spend a lot of money to imitate. The raw materials of a dynamic public realm with a compelling network of public destinations are already in place in Downtown Urbana - all that remains is to weave the pieces (back) together.



THE PLACEMAKING APPROACH

Project for Public Spaces' pioneering Placemaking approach helps transform spaces into vital community places that highlight local assets, spur rejuvenation, and serve common needs. Placemaking allows communities to identify how places can be reshaped to attract local residents along with visitors, building economic and social benefits for all.

By looking at the "ground floor" of town - its streets, sidewalks, parks, playgrounds, corner stores, coffee shops, civic and cultural buildings - Placemaking focuses on livability and connectedness, improving quality of life, building social capital, and economic vitality. Creative collaboration and engagement allow for intentional programming, attractions, and partnerships to build vibrant places that strongly reflect community values and respond to local demands.

Strengthening the connection between people and the places they share, Placemaking refers to a collaborative process by which we can shape our public realm to maximize shared values. More than just promoting better urban design, Placemaking facilitates creative patterns of use, paying particular attention to the physical, cultural, and economic characteristics that define a place and support its ongoing evolution. Placemaking will bring a number of benefits to the process including:

A COMMUNITY-POWERED PROCESS

By putting stakeholder engagement at the center of the planning process, it is possible to generate creativity and excitement about the planning process. User-friendly engagement tools and strong facilitation skills foster a constructive, creative relationship between decision-makers and stakeholders encouraging participation. Strategies include visioning workshops, interviews, focus groups, observations, and Placemaking events.

BUILDING CONSENSUS

Success relies on strong alignment and coordination across disciplines and sectors. It is necessary to ensure that the project team has access to all of the relevant information and approvals, to diverse perspectives and out-of-the-box ideas, and to a roster of future partners in implementation and management. Public space can serve as the literal common ground to bring these diverse groups together, and the focus on quick wins helps build trust among stakeholders and maintains momentum throughout the entire process.

LEFT: WITH ACTIVE PARTICIPATION AT ITS CENTER, PLACEMAKING CAPITALIZES ON A LOCAL COMMUNITY'S ASSETS, INSPIRATION, AND POTENTIAL WHILE BUILDING SUPPORT

INTEGRATING DESIGN, PROGRAMMING, AND MANAGEMENT

The approach doesn't stop at conceptual design. In planning or improving a public space, it is crucial to treat design, programming, and management as part of one integrated approach. Design provides an important foundation for a great community place, but is rarely enough on its own. All too often, traditional design professionals create an inflexible finished product without testing their assumptions and without room to adapt after ribbon-cutting. What sets the Placemaking Approach apart is that it starts by defining a vision for the public space's uses and activities throughout the day, week, and year. Then, you can develop a conceptual design, an activation plan, and a management plan to achieve that vision, and work iteratively and collaboratively with stakeholders and community partners to realize it.



ABOVE: THE BEACH AT CAMPUS MARTIUS IN DOWNTOWN DETROIT BEGAN AS A TEMPORARY ACTIVATION IN 2013 AND HAS GROWN TO BE A MAJOR DOWNTOWN ATTRACTION

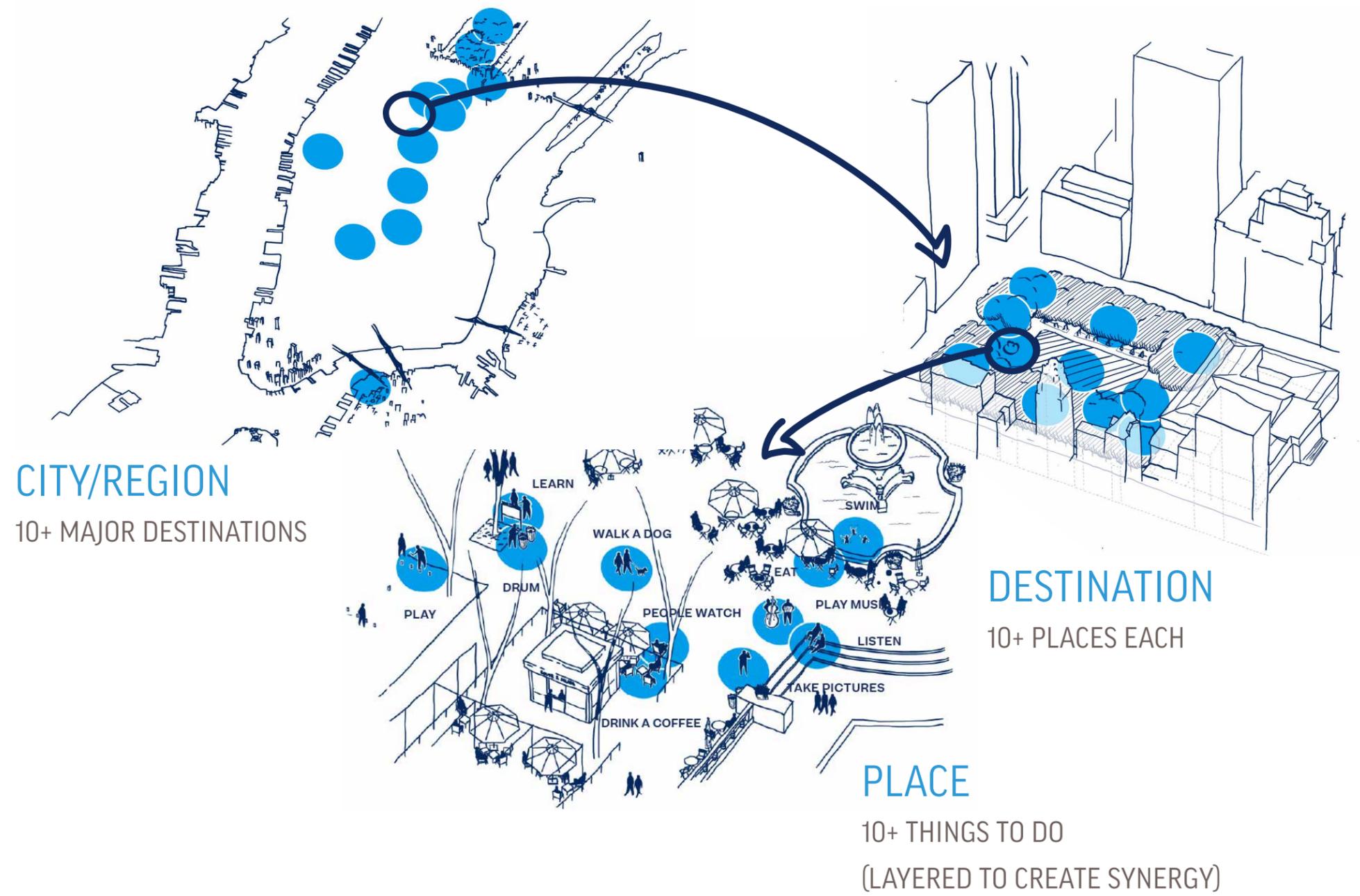
POWER OF TEN+

HOW REGIONS TRANSFORM THROUGH PLACEMAKING

What makes a place great? Simply put, it is offering a variety of things to do for a variety of people, resulting in a place that is more than the sum of its parts. A park is good. A park with a fountain, a playground, and a popcorn vendor is better. A library or a school across the street is even better, more so if the library has storytelling hours for children and exhibits on local history in the park. And if there's a sidewalk café nearby, a bus stop, a bike trail, and an ice cream parlor, this is what most people would consider a great place.

Project for Public Spaces calls this concept the Power of Ten, but there's no reason to get fixated on a particular number. Whether talking about places in a given district, or great neighborhoods within a town, "Ten" refers generally to the ultimate goals of variety and choice. When talking about the "Power of Ten," we want to always think of how Placemaking can be accomplished at different scales. When we build our communities around places, it is not enough to have one single use dominate a particular place—we need a diverse array of activities for a variety of people.

The Power of Ten offers an easy, scalable framework that motivates people to revitalize community life, and shows how to accomplish big things by starting at the smallest scale. The concept also provides people with something tangible to strive for and helps them visualize what it takes to make their community great.



DOWNTOWN IDENTITY

The City of Urbana maintains its historic roots and iconic architectural structures while welcoming new trends and pushing social progress. Urbana has held the role of Champaign County Seat since 1833, with the historic Old County Courthouse known as an iconic landmark in the City since 1900. Rail service has connected travelers to Champaign-Urbana since 1850, and the City of Urbana experienced rapid construction in the late 19th century after establishment of the Illinois Industrial University – which became the University of Illinois – in 1867.

The second wave of construction occurred in the postwar years when the University needed to house its growing student body, spurring the conversion of large turn-of-the-century homes into multi-family housing. In the 1960s and 70s, this phase of growth continued as many historic single-family homes were replaced with large apartment buildings, and historic commercial structures were threatened to be replaced with parking lots.

Today, Urbana enjoys a reputation as a micro-urban community with a large university system, a diverse population, vibrant arts, and beautiful tree-lined streets.



ABOVE: VIEWS OF MAIN STREET AND CRANE ALLEY IN DOWNTOWN URBANA

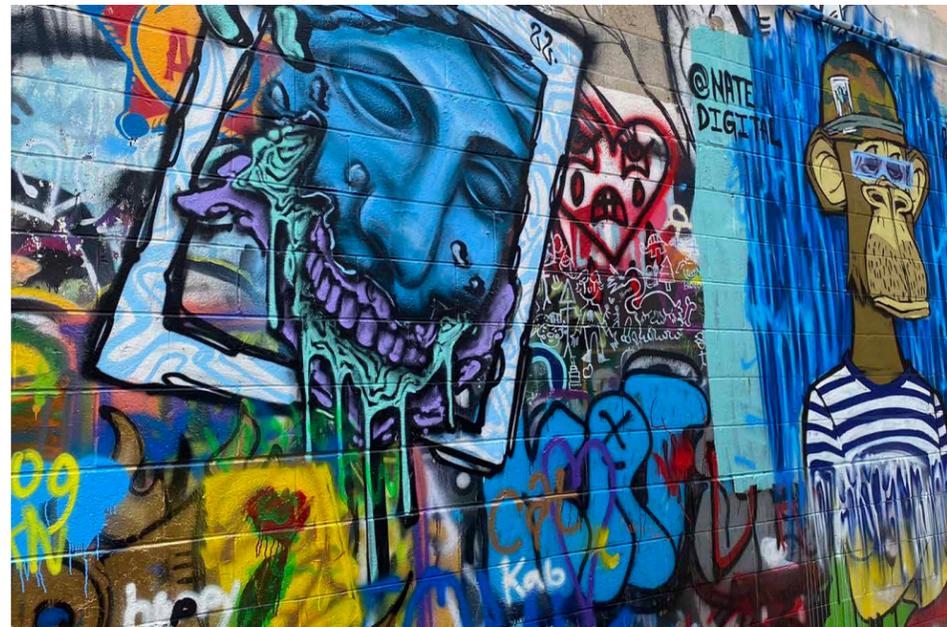


ABOVE: A CURBANA PLACED ON MAIN STREET, URBANA

INFLUENCES

ARTS & CULTURE

From festivals and markets to mural-covered alleyways and concerts, Urbana has a thriving artistic scene. Artist of the Corridor displays local work at City Hall, the Urbana Free Library, and Art at the Market, and Boneyard Arts Festival's "Culture Fest!" presents local musicians and performing groups. The Art Coop is a beloved community hub for art supplies, and the Rose Bowl Tavern has been the soul of the music scene for nearly seven decades. However, despite the rich creativity present in this City, Urbana lacks a main public area downtown for everyday socializing, performances, and other community events.



ABOVE: WALL ART IN DOWNTOWN URBANA

COVID-19 AND PUBLIC SPACE

When the COVID-19 pandemic made indoor dining a danger to public health, the City of Urbana brainstormed ways to help businesses recover from the economic blow. Their answer was to bring back the "Curbana," an idea they developed several years ago for an enclosed raised deck to offer outdoor seating on the sidewalk. From June to October in 2021 and 2022, these "Curbanas" were available for restaurants to rent through an application process.

The Rose Bowl Tavern, a longtime local favorite for music performances, had to change business models during COVID-19. In July 2020, the tavern opened an outdoor event space in the adjacent parking lot as a way to provide entertainment in a safe way. This proved to be such a popular space – with some even calling the Rose Bowl "Urbana's public square" – that the tavern continued the outdoor events the following two years, with residents calling for the tent to be a permanent feature downtown.



ABOVE: ROSE BOWL TAVERN'S TEMPORARY MUSIC AND EVENT SPACE

TREE COVERAGE AND GREEN SPACE DOWNTOWN

Urbana is proud of its ranking as one of 13 charter Tree City USA communities in the U.S. Nearly 100,000 trees within its City bounds give much of Urbana a tree equity score (based on whether there are enough trees in an area for everyone to experience the health, economic and climate benefits that trees provide) over 90 out of 100. While some portions of Urbana have a 50 percent tree canopy cover (far higher than the national average of 27 percent), Downtown Urbana has significantly fewer urban trees – only 14 percent tree canopy coverage – and a tree equity score of 71, much lower than other areas of the city.



ABOVE: TREE CANOPY ADJACENT TO BONEYARD CREEK TRAIL

KEY PHYSICAL FACTORS

Downtown Urbana generally comprises seven blocks between Race and Vine Streets that are bounded by railroad tracks to the north and Illinois Street to the south. There are a number of large physical features in Downtown Urbana which impact its vitality today, including Lincoln Square Mall, the historic Hotel Royer, Market at the Square, and Boneyard Creek Crossing.

LINCOLN SQUARE MALL

Opening in 1964, Lincoln Square Mall was a response to Urbana City leaders trying to uplift a declining downtown economy, and was the first indoor shopping mall in downstate Illinois. Chicago-based Carson Pirie Scott & Co. agreed to open a department store Downtown on the condition that it would be part of a shopping mall, which was constructed after the demolition of several blocks of residences and small commercial buildings. The 230,000 sq-ft Lincoln Square Mall connects on the northwest corner to the Urbana-Lincoln Hotel (known today as the Hotel Royer), and is encircled on three sides by approximately 1,000 parking spaces.

The enthusiasm for the Mall lasted a brief 15 years before beginning its descent. It was too far from interstate highways to be a major regional attraction, and relied on parking meters for too many years, discouraging guests. In 1977, the larger Market Place Shopping Center opened in north Champaign, signaling the end of the reign of Lincoln Square Mall as the regional shopping hub.

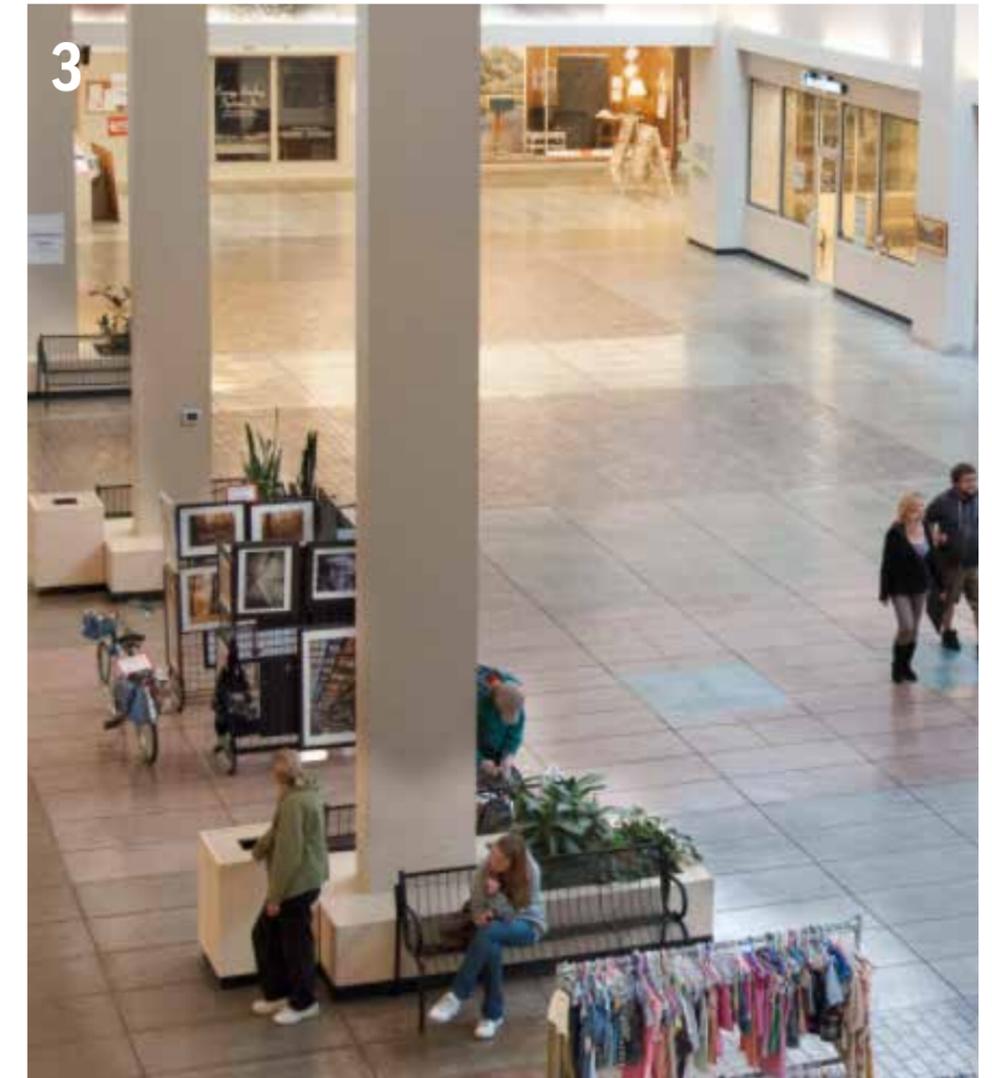
Today, the Mall contains a quieter, but still relevant, nexus of community activity. Every Saturday from November to April, the Mall hosts the Champaign-Urbana Winter Farmers Market, the indoor version of the outdoor Market at the Square. The Common Ground Food Co-op draws grocery shoppers daily, Record Swap moved into the Mall in 2010 to continue its now 40-years of business, the Art Coop provides a welcoming community space for art supplies, and International Galleries offers a wide selection of gifts, artwork, and jewelry in addition to tarot readings. The Mall also houses a scattering of churches and a number of health and fitness-related enterprises, including martial arts, yoga, massage, and aerial arts.

RIGHT: (1) HISTORIC INTERIOR VIEW OF LINCOLN SQUARE MALL
(2) ENTRYWAY INTO LINCOLN SQUARE MALL
(3) CONTEMPORARY INTERIOR VIEW OF LINCOLN SQUARE MALL



“For all of central Illinois and western Indiana, this was the place for shopping, for food, for social gathering. It became a new kind of Downtown Urbana.”

- FORMER CONGRESSMAN TIM JOHNSON, URBANA NATIVE



THE MARKET AT THE SQUARE

A beloved weekly event in Downtown Urbana since 1979, the Market at the Square connects community members with each other and local food growers and artisans every Saturday from May to October. In its nearly 180 stalls, the Market vendors offer produce, meat, dairy, honey, flowers, handmade arts and crafts, and more to the Urbana community. The Market sets up shop in the southeast corner of the Lincoln Square Mall parking lots, bringing life to what would otherwise be underutilized surface parking.

In the winter, the Market moves inside the Lincoln Square Mall as the Champaign-Urbana Winter Farmer’s Market.



ABOVE: IMAGES OF THE MARKET AT THE SQUARE

THE HOTEL ROYER

The Tudor Revival Hotel Royer opened nearly a century ago in 1924. It was one of a series of buildings in the City designed by Urbana-native architect Joseph Royer. His work also includes the Urbana High School, the Champaign County Courthouse, and the Urbana Free Library. There have been a number of financial troubles over time for the Hotel: two mortgages, the Great Depression, and bankruptcy, all within its first 15 years. The owners kept it open despite the downturn and paid off the debt by 1949.

It closed in 1975, but reopened in 1977 after hotelier James Jumer bought and refurbished it in traditional German style, adding a portion to the original building and including it in his chain of Central Illinois hotels. He filed for bankruptcy in 1999, and the Hotel has exchanged hands and names many times over the past two decades. Now, Icon Hospitality has purchased the Hotel and plans to brand it as The Hotel Royer, part of the Hilton Tapestry Collection. The City of Urbana will reimburse Icon \$5.5 million from bond revenue, and expects to be repaid over ten years thanks to hotel, food-and-beverage, and boutique hotel taxes, and tax-increment-financing (TIF) district revenue.



ABOVE: HISTORIC AND CONTEMPORARY IMAGES OF THE LINCOLN-URBANA HOTEL

BONEYARD CREEK CROSSING

Boneyard Creek is a 7.45-mile-long stream that runs through Champaign, the University of Illinois campus, and Urbana before emptying into the Saline Branch watershed. Around three miles of the stream are located in Urbana, and the watershed is 100% developed. There have been flooding problems and concerns about water quality over the years, with the Boneyard Creek Master Plans of 1978 and 2008 addressing flood management and seeking to transform the Creek from a degraded source of destruction into a source of pride for the community.



ABOVE: VIEWS OF IMPROVEMENTS MADE TO THE BONEYARD CREEK TRAIL IN DOWNTOWN URBANA

The 2008 Master Plan put forth a 25-year vision striving to “transform Boneyard Creek from a highly urbanized drainage ditch into a place for people,” offering recommendations to improve the physical appearance of the creek through naturalization and landscaping. Its five goals outline aspirations for creating community spaces, increasing connectivity of pedestrian and bicycle paths, promoting a healthy ecological habitat, improving flood control, and establishing outdoor gathering spaces for recreation.

THE PARKING GARAGE AT ELM STREET & BROADWAY AVENUE, AND OTHER CITY-OWNED PARKING

The City of Urbana owns 17 parking lots (surface and garages) throughout the City, totaling over 1,900 parking spaces in the Downtown alone. When considering all on-street and off-street parking in combination with off-street private parking, there are about 4,570 parking spaces downtown. The 2008 Downtown Parking Study determined there was a surplus of 1,357 parking stalls; this means that nearly a third of available parking spaces are underutilized. Of the nearly 750 parking spaces designated for the Mall, on average only half were full even at peak hours.

There is more than enough parking for daily Downtown traffic, with many parking lots remaining largely empty a majority of the time. A recent opinion piece in Champaign-Urbana’s online magazine *Smile Politely* entitled, “On the non-issue of parking in Downtown Urbana,” praises the Rose Bowl’s usage of a City-owned parking lot as an outdoor event venue, and expresses hope that this trend of reconsidering public space will continue to breathe life into downtown areas.



ABOVE: VIEWS OF PARKING GARAGE LOCATED BETWEEN MAIN STREET AND ELM STREET

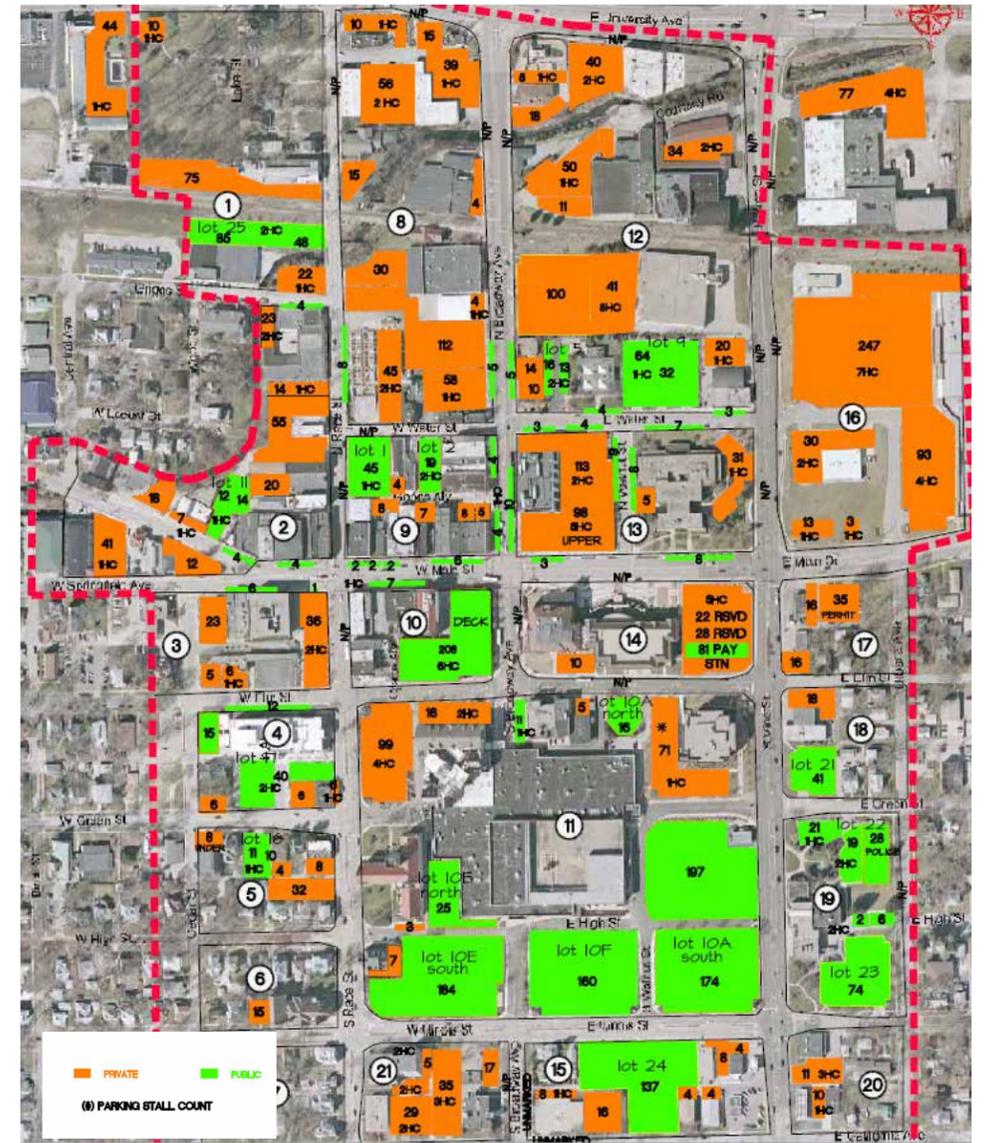


FIGURE 1.0 / PRIVATE AND PUBLIC PARKING LOTS WITHIN STUDY BOUNDARY



ABOVE: AERIAL VIEW OF SURFACE PARKING LOTS SOUTH OF LINCOLN SQUARE MALL

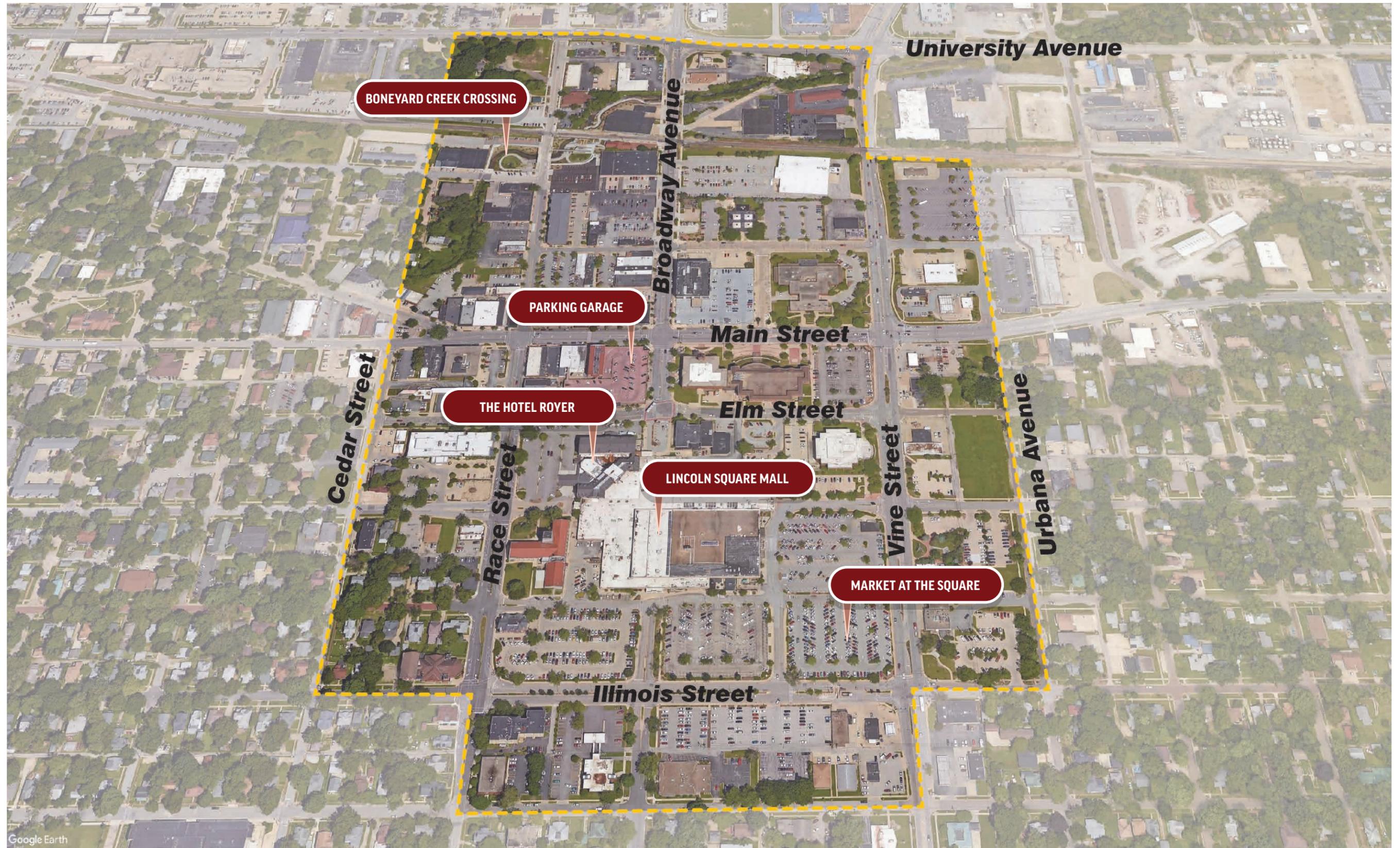


FIGURE 1.1 / PROJECT BOUNDARY AND KEY LOCATIONS



- A** Main Street is characterized by historic architecture, a comfortable streetscape, and a variety of local businesses.
- B** Recent investments have established a trail along a short segment of Boneyard Creek in Downtown Urbana, but more accessible connections to the Downtown remain unestablished.
- C** Intersections around the periphery of Downtown Urbana are largely car-centric, presenting challenges for people to walk and bike safely and comfortably.
- D** Alleyways are a common feature of the downtown. They vary from being strictly functional for deliveries and trash collection, to being more suited to public use for restaurant seating and live events.
- E** The Green Street entrance of Lincoln Square Mall creates a western point of arrival into the downtown.
- F** This parking lot on Broadway Avenue north of Main Street offers an example of the plethora of mostly-empty impervious space which makes up a significant portion of downtown.

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SECTION TWO / PUBLIC ENGAGEMENT

PROJECT PHASES

This plan came together through an eight-month, transparent process. The planning team directly involved key stakeholders who were invaluable in this plan's creation as experts with a wealth of experience in Downtown Urbana. They expressed challenges and opportunities facing Downtown, and helped guide the development of the overall themes and design strategies in this plan.

The planning team also convened a 19-person advisory committee to act as an integral component of the process. The committee assisted with reviewing the plan's progress, evaluating public input, and providing feedback on design options that ultimately made their way into the plan's recommendations.

PART ONE: PUBLIC LIFE STUDY (THREE MONTHS)

AUGUST
SEPTEMBER



Evaluate the Public Realm

Assess Physical Conditions

Get Stakeholder Input

Summarize Findings

PUBLIC LIFE STUDY

PART TWO: URBAN REALM MASTER PLAN (FOUR-FIVE MONTHS)

OCTOBER



Host Visioning Workshop

Get Stakeholder Input

Establish Future Vision

Identify Key Goals/Principles

VISIONING + GOALS

NOVEMBER



Develop Conceptual Ideas

Host Public Open House

Hear Committee Feedback

Get Stakeholder Input

IDEAS + EVALUATION

DECEMBER



Identify Preferred Concept Plan

Develop Implementation

Review + Refine Plan

Approve Plan (Early 2023)

URBAN REALM MASTER PLAN

PLANNING PROCESS

The planning team conducted several meetings with the plan's Advisory Committee, city staff, and the general public. Meetings included presentation of research and findings as well as opportunities for input, feedback, and discussion. The following meetings were conducted during this process:

Project Kick-Off Meeting: July 18, 2022

Stakeholder/Focus Group Meetings: July 18 - August 17, 2022

Advisory Committee Meeting #1: July 20, 2022

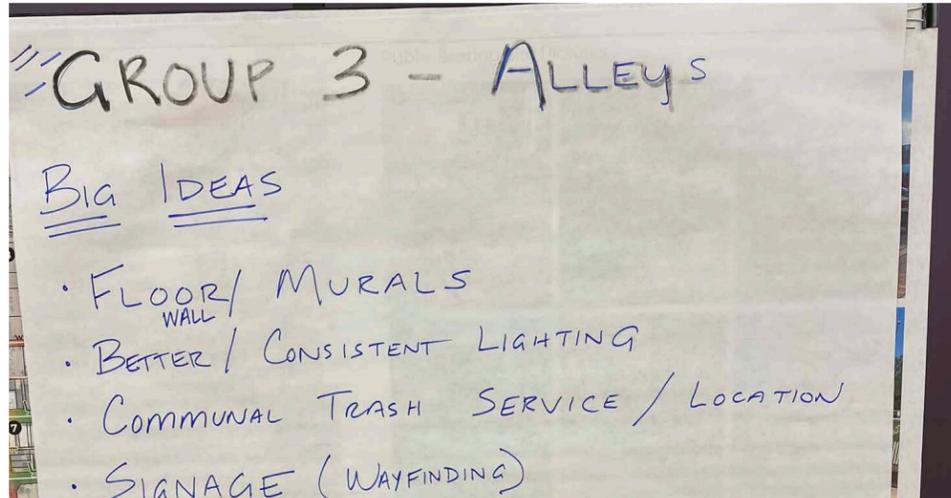
Advisory Committee Meeting #2: September 21, 2022

Public Meeting and Visioning Workshop #1: October 12, 2022

Advisory Committee Meeting #3: October 13, 2022

Public Meeting #2: November 9, 2022

Stakeholder/Focus Group Meetings: November 15, 2022



TOP LEFT: PROJECT KICK-OFF MEETING; TOP RIGHT: PRELIMINARY SKETCHES
MIDDLE LEFT: BRAINSTORMING; MIDDLE RIGHT: PUBLIC MEETING PRESENTATION
BOTTOM LEFT: VISIONING WORKSHOP; BOTTOM RIGHT: PREFERENCE BOARD EXERCISE

PROCESS OVERVIEW

The development of this plan benefited from a robust public engagement process. The project’s Advisory Committee supported the work of the planning team to gather public input through traditional public meetings as well as through an online interactive website. In both of these portals, a variety of input collection tools were utilized to gather a comprehensive body of views, opinions, and ideas. These included stakeholder interviews and focus groups, postcard exercises, walking tours, visual preferencing surveys, budgeting exercises, traditional surveys, and interactive mapping.

A high level summary of the input obtained is provided in this chapter.

ADVISORY COMMITTEE

The plan’s steering committee was assembled with help from City staff, and represented a variety of community members ranging from business owners to elected leaders, university professionals to long-time residents. The steering committee and the planning team met a total of four times, and this group of devoted individuals was instrumental to the development of this plan.

The role of the advisory committee was primarily to guide the planning team through the development of this plan, review the public input received, verify certain findings, and champion this planning effort by spreading the word and getting more involvement from the community.

The planning team would like to thank the advisory committee members for all of their hard work, time and effort in developing this plan. This plan reflects the collective body of information, insight, and opinions which they brought to the table.



ABOVE: KICK-OFF STEERING COMMITTEE MEETING - JULY 20, 2022

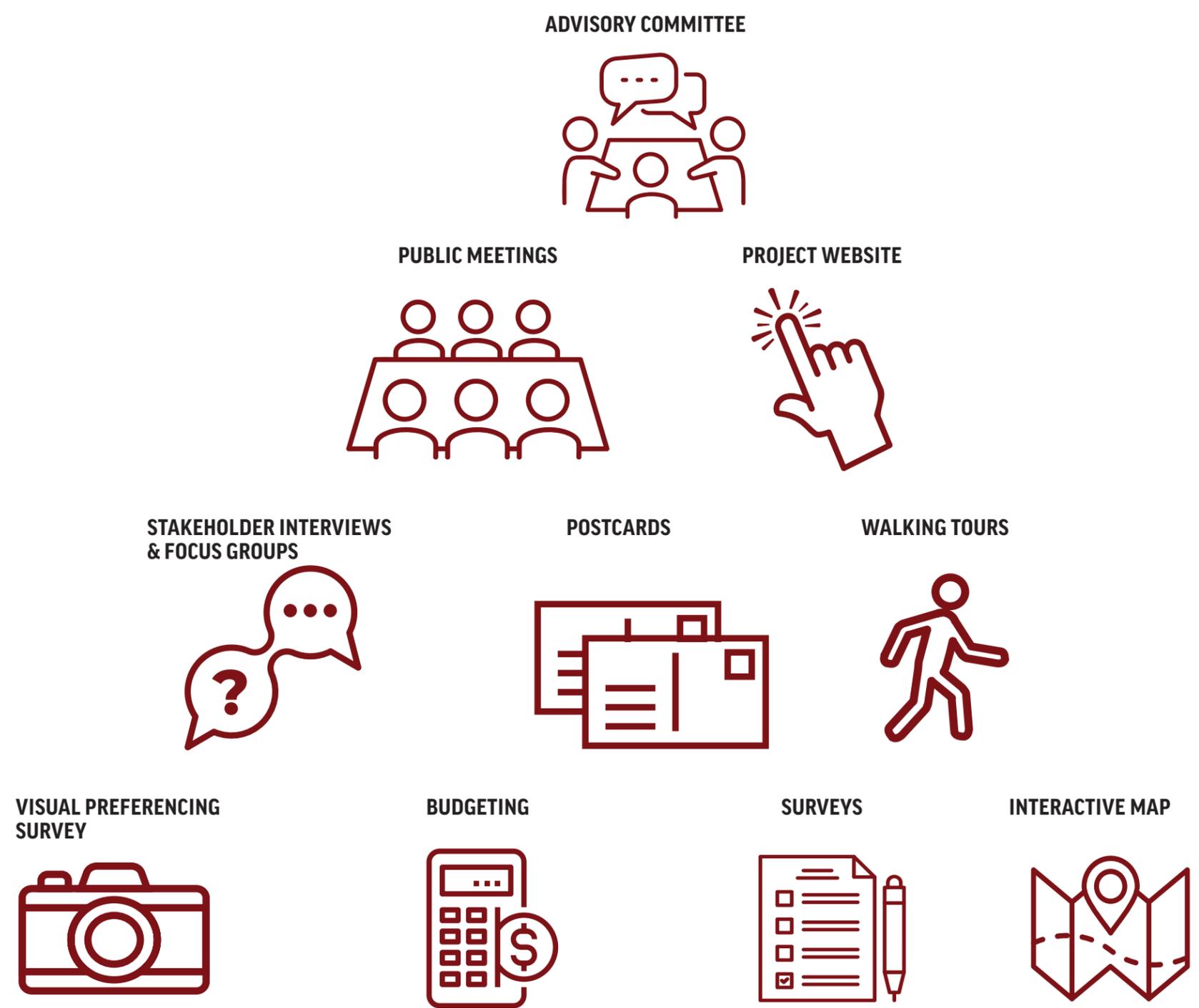


FIGURE 2.0 / PUBLIC ENGAGEMENT TOOLS AND TECHNIQUES

PUBLIC MEETINGS

Over the course of the planning process, two public meetings were held at the Phillips Recreation Center. The meetings were widely advertised through social media posts, flyers around the city, and email blasts.

During the first public meeting, the planning team introduced the project, reviewed information that had been collected up until that point, summarized initial feedback received from the stakeholder interviews and interactive website, and described the ingredients that go into making a great urban environment. The team then facilitated audits of focus areas – walking tours – within the downtown utilizing Project for Public Spaces’ Place Evaluation Form, and conducted visual preferencing exercises.

The second public meeting reviewed the newest public input that had been received, discussed the big ideas developed during the public engagement process, and introduced concept plan options for the focus areas within downtown. Participants at this meeting were able to review those concepts and provide feedback on their preferred options.



ABOVE: PRESENTATION AND SKETCH EXHIBIT FROM PUBLIC MEETING #1 - OCTOBER 12, 2022

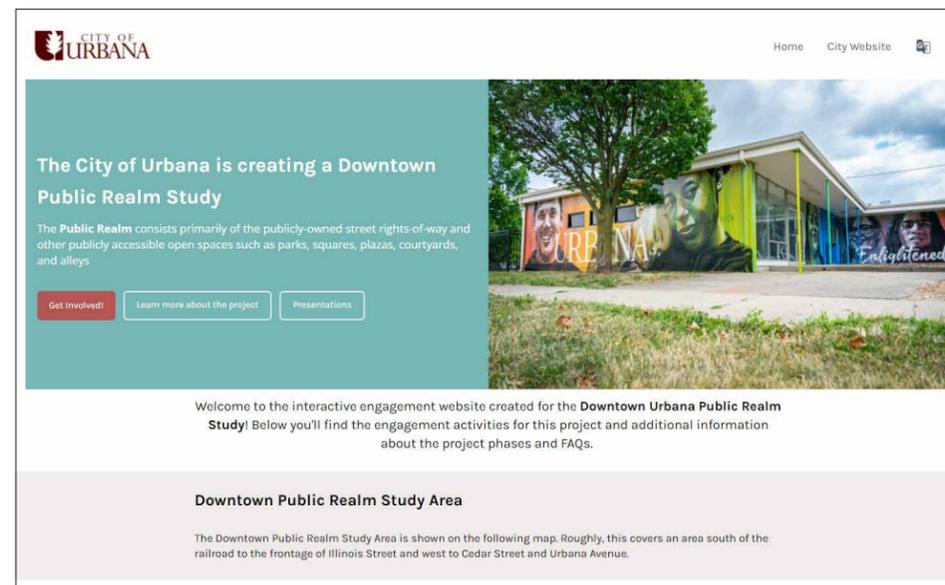
PROJECT WEBSITE

In addition to the in-person public meetings, an interactive engagement website was utilized throughout the duration of this planning process. This tool provided the same activities that were present at the public meetings as well as a few additional engagement activities. Rather than relying solely on one or two evenings of public participation obtained through public meetings, the website allowed participation from the convenience and comfort of individual’s homes or places of work.

The website also hosted all of the presentations given to the steering committee and general public, and displayed important meeting dates and other information to make this process as transparent and accessible as possible. The website was advertised through social media posts, QR code flyers dropped off at various downtown businesses, information distributed to 500 students at the University Welcome Expo, and through the use of yard signs.

Below are the metrics of public participation.

	+3,700 TOTAL SITE VISITS		+1,000 UNIQUE USERS
	~ 400 MAP COMMENTS		90 SURVEY RESPONSES



ABOVE: HOME PAGE FOR THE PUBLIC ENGAGEMENT WEBSITE

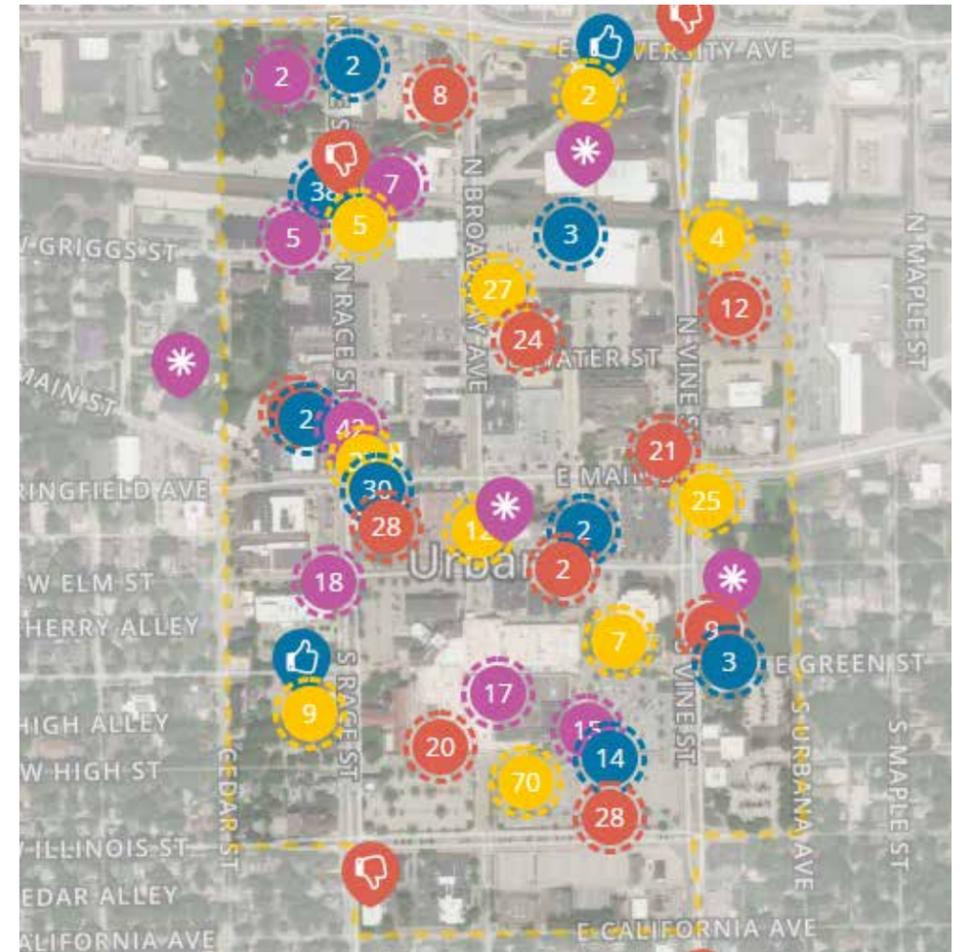
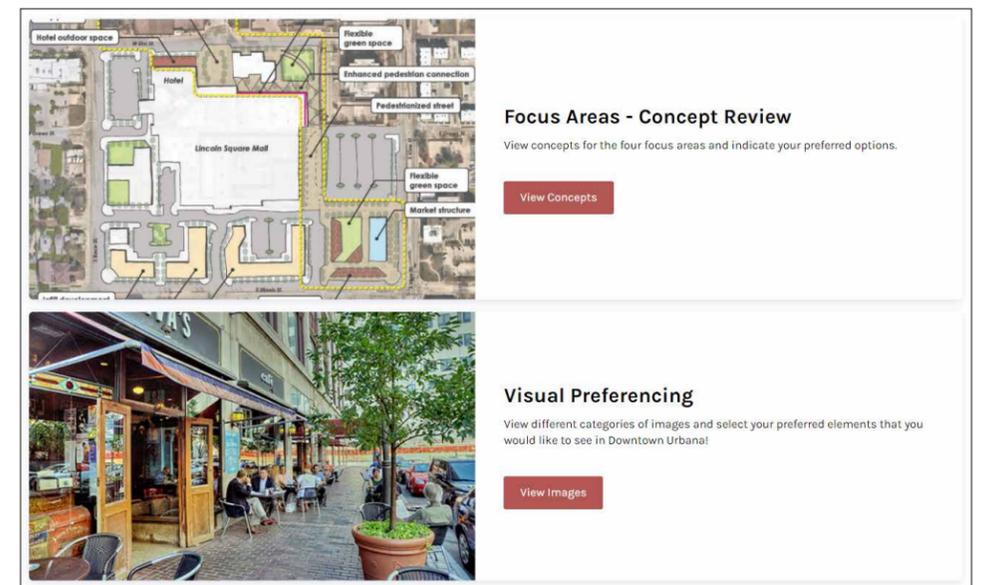


FIGURE 2.1 / MAP COMMENTS RECEIVED



ABOVE: WEBSITE ENGAGEMENT PORTALS



STAKEHOLDER INTERVIEWS & FOCUS GROUPS

During the initial visit to Urbana, as well as follow-up interviews and focus groups over Zoom, the planning team spoke with more than 45 community members and stakeholders to gain an inside perspective on Downtown Urbana as a place for business, culture, entertainment, and engagement. Community members are the experts, and these discussions allowed direct feedback from people who know their specialty areas best but may not be able to get into the necessary detail in a larger, more diverse meeting. These interviews included the following focus groups:

- Downtown Business
- City
- Property Owners
- County/District
- Three Arts and Events

OPPORTUNITIES

Based on these interviews, Downtown Urbana has numerous opportunities for growth: stakeholders feel that expanding and enhancing what already exists downtown is a way to redevelop its identity and vibrancy. The character of a creative, musical scene downtown is already there, it's just a matter of strengthening this identity into a marketable cohesive core, possibly through collaboration with local business owners. The excessive parking lots are opportune locations for new community gathering spaces. The popular Market at the Square could boost downtown activity if it were better connected to the downtown core potentially through activated pedestrian connections or relocation.

CHALLENGES

According to these interviews, Downtown Urbana faces challenges outwardly with its identity, internally with communication and relationships among various groups, and externally with its built environment. Regarding outward-facing obstacles, the downtown area struggles to define itself within both fixed physical boundaries and a unique core character. There is an impression that Urbana is not attractive to a more diverse population of young people, students, families, and people of color. In terms of internal relationships, there are a few issues that seem present: municipal staff are often overworked with the task of running events, and residents feel that municipal rules are too restrictive on creativity. Additionally, the University is disconnected to the Downtown both physically and programmatically. In terms of the built environment, the overwhelming perception is of an overabundance of parking lots downtown and an absence of outdoor public gathering spaces and green areas. Stakeholders also noted a lack of housing and connections to Boneyard Creek.



VISUAL PREFERENCING SURVEY

Participants at the first public meeting as well as visitors to the public engagement website could vote on themed images related to:

- Community Parks/Gathering Spaces
- Streetscape Amenities
- Signage and Gateways
- Parking Garage Enhancements
- Street Redesign and Enhancement
- Tactical Urbanism
- Sidewalks and Alleyways

The exhibit below provides an example of the visual preferencing activity results. The total number of votes each image received is included with the the top-voted character images highlighted. The photos below represent the survey results for community parks and gathering spaces.



Community Parks/Gathering Spaces - The images that received the most votes portray flexible spaces full of people, greenery, and activities.

Streetscape Amenities - Voters tended to favor bicycle infrastructure and plentiful seating options that are innovative and movable.

Signage and Gateways - Well-lit signage that retains a classic look amidst mature tree canopy was the dominant style.

Parking Garage Enhancements - The preferred images disguised parking garages with greenery and murals.

Street Redesign and Enhancement - Voters showed a preference for bicycle and pedestrian infrastructure, and avoided car-based streets.

Tactical Urbanism - People preferred greenery, mature trees, colorful paint, and creative uses of sidewalks and streets.

Sidewalks and Alleyways - The most popular image across all the categories contains a vibrant pedestrian realm with outdoor dining and creative lighting.

WALKING TOURS - PLACE EVALUATION

During the first public meeting on October 12th, 2022, groups embarked on a walking audit of different routes between Urbana's key destinations. Participants used Project for Public Spaces' Place Evaluation Form to determine the key characteristics of great spaces to identify problems and opportunities along the way. The walking groups included:

- Downtown alleyways
- Connection between existing Farmer's Market and Main Street
- Boneyard Creek Trail
- The Triangle (Intersection of W Springfield Avenue and W Main Street)

The walking tour process evaluated each characteristic by asking the group to rate the place based on key indicators. This sparks discussion and makes it easier to realize what is missing or what works well in a space. Then, the group answers open-ended questions about the space together. Upon returning to the meeting room, groups continue to brainstorm and illustrate their ideas, solutions, and improvements before sharing these takeaways with the rest of the public meeting.

SUMMARY OF WALKING GROUP FINDINGS

Downtown Alleyways - The walking group found that the alleys could be improved with more murals, better lighting, communal trash service, signage, and wayfinding promoting connections to downtown attractions, and usage of food trucks.

Connection between Market & Main Street - The path from the Market at the Square to Main Street could be illuminated to Market-goers through wayfinding signs, a painted walkway, creative lighting, food vendors or musicians to enliven the space, and the activation of parking lots between the Market and the Downtown core.

Boneyard Creek Trail - The Trail could be better connected to downtown through the use of pedestrian bridges and wayfinding signs indicating access to nearby attractions, and there could be more welcoming entrances to the Creek that invite passersby to visit.

The Triangle - This location has the potential to slow down traffic through streetscape changes, with vacant storefronts and empty parking lots holding the possibility for activation through the addition of seating and food trucks.

WHAT MAKES A GREAT PLACE?

In his studies of public space, William H. Whyte observed the key indicators of a great place. These places have a high proportion of people in groups and a wide variety of activities. People show affection to one another there, and a variety of users feel welcome.

When people describe such places, words like "safe," "fun," and "welcoming" come up repeatedly. These types of adjectives describe the intangible qualities of a particular space. Intangible qualities can be measured quantitatively by using existing statistics or by conducting new research.

In studying more than 3000 public spaces around the world, PPS has found four key qualities that generate these patterns of behavior, emotion, and measurable outcomes in public space (see Place Diagram, to the right.) Great places are sociable, have a variety of uses and activities, are well-connected to their surroundings, and are comfortable and welcoming. The most successful spaces always have all four characteristics.

ACCESS & LINKAGES

Access means how well a place is connected to its surroundings, both visually and physically. Accessible places are conveniently reached on foot or by bike. Transit should be nearby in communities that have it, and in those that don't, high-turnover parking can ensure access without sacrificing the area parking facilities.

USES & ACTIVITIES

Activities are the basic building blocks of great places: They are the reason why people visit in the first place, and why they continue to return. They are also what makes a place special or unique. When there is nothing to do in a place, it will sit empty and unused, a sure sign something needs to change.

COMFORT & IMAGE

The success of a public space depends on whether people find it comfortable and maintain a positive image of it in their minds. This positive perception includes considerations of safety, cleanliness, and the availability of places to sit. The importance of giving people the choice to sit where they want cannot be overstated.

SOCIABILITY

There is something unmistakably special about a public space that fosters socialization. When people see friends, meet and greet their neighbors, and feel comfortable interacting with strangers, they tend to feel a stronger sense of space and attachment both to their community and to the public space.

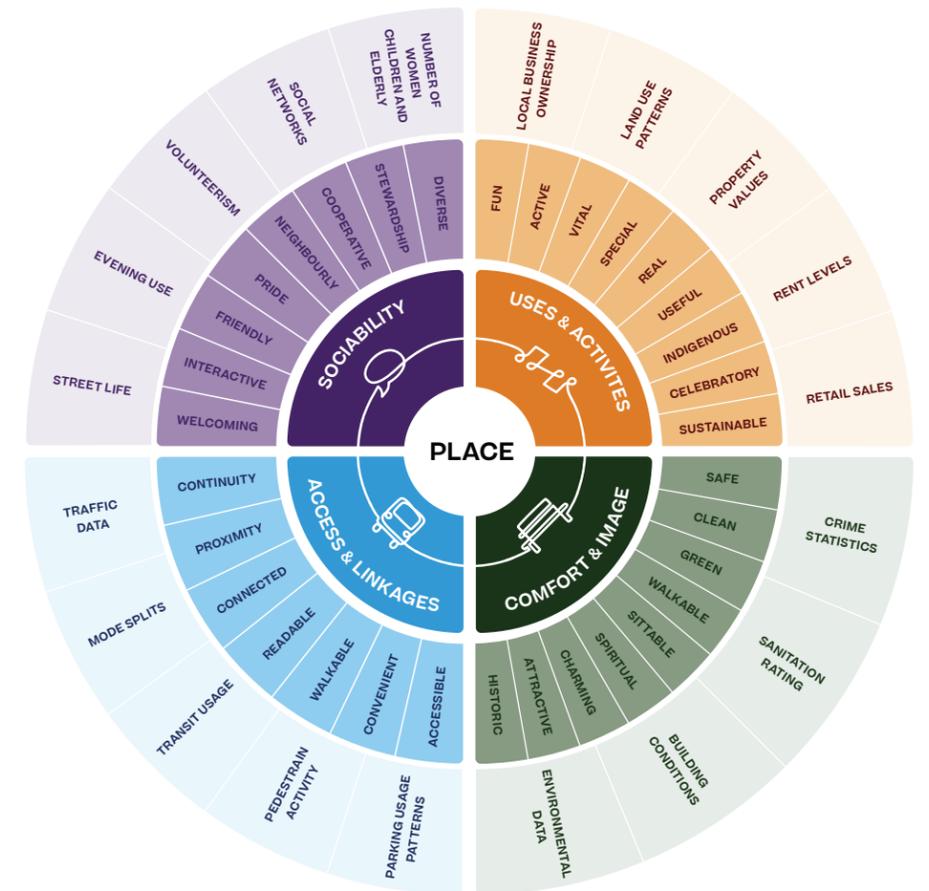


FIGURE 2.2 / WHAT MAKES A GREAT PLACE - DIAGRAM

INTERACTIVE MAP

The public engagement website hosted an interactive mapping activity that allowed visitors to leave comments at specific locations within the Downtown Urbana study area. Comment types included:

	More of This		Favorite Place
	Needs Work		Idea!

Below are a few examples of comments provided. A full index of the comments can be found in the appendix.

"The library is the jewel of Downtown"

"Love the outdoor family-friendly shows at Rose Bowl!"

"The farmer's market, both indoor and outdoor is lovely. Let's continue to find ways to expand!"

"Green spaces and open walking spaces are attractive and draw in people and families!"

"Crossing Vine Street at Elm Street is treacherous. Please consider bump outs, crosswalks, etc."

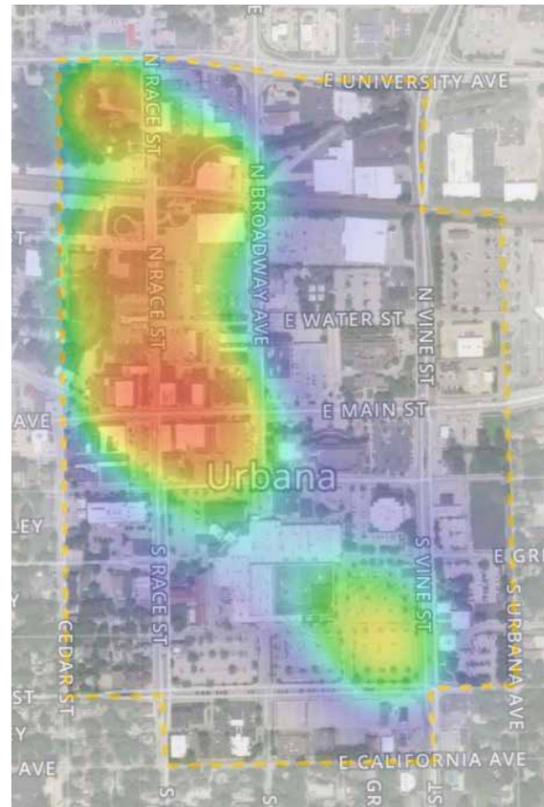
"Another parking lot that no one uses"

"No unifying visual indicators for Downtown. I propose decorative crosswalks and pedestrian islands."

"Lincoln Square should be completely remodeled. Make the outer walls permeable with storefronts."

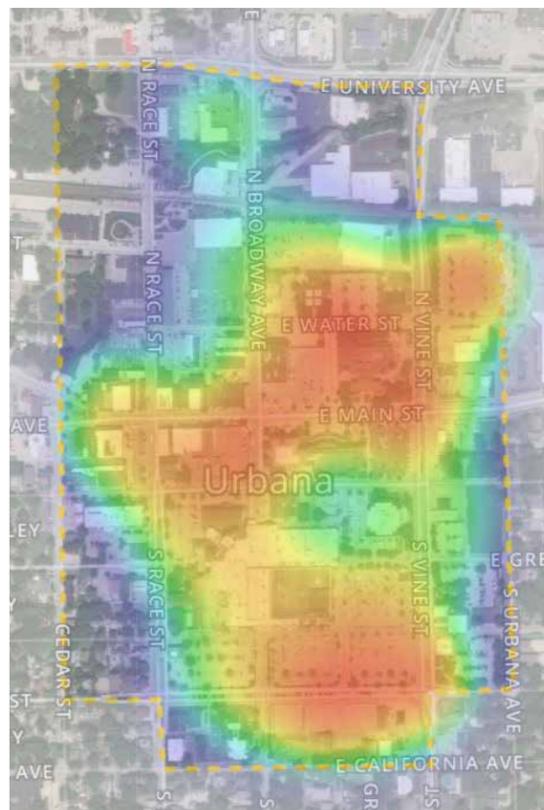
MORE OF THIS

The 'More of This' comments were concentrated around the core of Downtown Urbana (intersection of Main Street and Race Street), north along Race Street towards Boneyard Creek, and the Market at the Square. These are the areas of Downtown that people enjoy spending time in today and visit on a regular basis. The Main Street environment is comfortable to walk in and hosts a variety of businesses, while activities associated with the Market and outdoor performances at the Rose Bowl help explain the concentration of favorable comments in those locations.



NEEDS WORK

Conversly, the 'Needs Work' comments are concentrated in most of the other areas not included in the above heat map. This makes sense, as the areas highlighted to the right are generally less comfortable to walk, lack cohesive shade, and are located where large surface parking lots are concentrated. In particular, the blocks where the current jail property is situated and the parking lots south of Lincoln Square Mall received the most comments for this category. This suggests that visitors to the website feel strongly that these areas of Downtown could support more active and vibrant land uses.



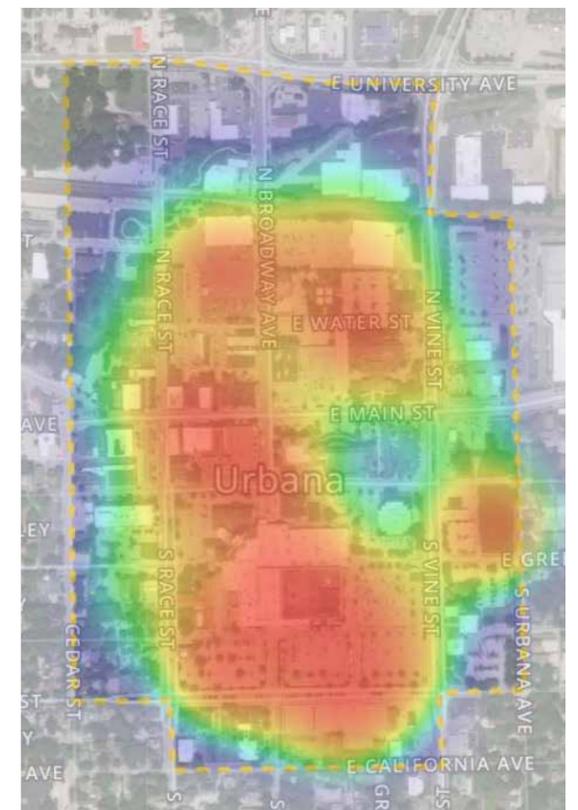
FAVORITE PLACE

The 'Favorite Place' comments align themselves with the locations of the 'More of This' comments, concentrating around the intersection of Main Street and Race Street, as well as Lincoln Square Mall. These locations have a variety of different businesses and restaurants that support the kind of activities residents and visitors to Downtown Urbana would like to see more of. Some favorite places mentioned include The Courier Cafe, Boneyard Creek, the Urbana Free Library, and the alleyways.



IDEA!

Visitors to the website had lots of great ideas, and as the heat map shows, they are spread across most of the downtown study area. This suggests that individuals have ideas on how to make already great places even better and also have concrete suggestions for how to improve those areas needing more work. Some ideas generated through this activity include expanding narrow sidewalks, reducing the number of surface parking lots by encouraging infill development, adding greenery to the streetscape environment, and adaptive reuse of buildings.



 SURVEYS

In order to reach as many Downtown Urbana small businesses as possible, including those unable to attend a focus group, the planning team created a small online survey to gather more information. Through the 22 respondents, the team gathered information on building ownership, clientele, hours, business age, and how the business operations have changed. This was also helpful for contact information to make future connections.

These responses confirmed cravings for more programming and, most importantly, improved communication between the City and local businesses. When asked how they would prioritize a series of potential improvements, the majority (60% or more) placed high priority on improving existing public spaces, more regular events/programming, and more seasonal events/festivals. They also largely (60%) report that Downtown Employees only make up about 10% of their primary clientele.

WHO DO YOU SEE AS YOUR PRIMARY CLIENTELE?

	10%	20%	30%	40%	50%	60%	70%	80%	90%
Downtown employees	60%	20%	10%	10%	0%	0%	0%	0%	0%
Downtown (or near) residents	12.5%	43.8%	18.8%	6.2%	12.5%	6.2%	0%	0%	0%
Other Urbana residents	9.5%	23.8%	14.3%	19%	14.3%	4.8%	9.5%	4.8%	0%
Champaign residents	10.5%	31.6%	26.3%	21.1%	5.3%	0%	0%	5.3%	0%
Students	37.5%	25%	6.2%	12.5%	6.2%	6.2%	6.2%	0%	0%
Broader area residents	37.5%	31.2%	18.8%	0%	6.2%	0%	0%	6.2%	0%
Other	33.3%	50%	16.7%	0%	0%	0%	0%	0%	0%

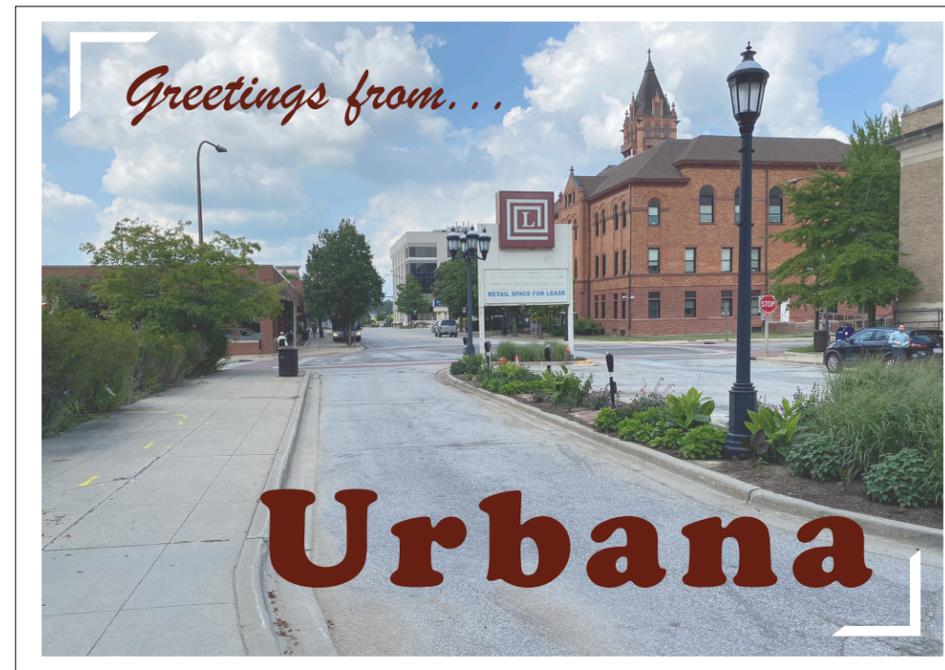
FIGURE 2.3 / EXAMPLE QUESTION FROM MERCHANT SURVEY

An additional survey was included on the public engagement website. A full set of results of this survey can be found in the appendix.

 POSTCARD EXERCISE

Postcards were provided both at the public meetings as well as on the public engagement website. The postcard prompted participants with...

"It is the year 2032 and many exciting changes have taken place in Downtown Urbana over the last 10 years. Write to a friend and tell them about what has changed and why they should visit you!"



Some of the responses received can be found below:

Dear Friend/Family,
You should visit me here in Downtown Urbana because ...





Public art and murals; music; the great and varied businesses; green spaces for events.

The cool beautiful outdoor plaza has a splash pad, vendor kiosks, winter ice skating, and heaters. Great green space to bring friends and kids.

The night lighting down Main Street makes eating outside a whole mood!



 BUDGETING

The public engagement website hosted an activity that encouraged visitors to think critically about how they would prioritize a limited amount of funding. It was important to convey that all of the ideas and recommendations to come from this planning process will ultimately take a considerable amount of investment and will not be able to come to fruition all at once.

The prompt was to divide an imaginary \$100,000 among various initiatives to benefit the public realm. The results of the survey are as follows, in order of most to least funds allocated in the imaginary scenario:

-  **1** Add more pedestrian-oriented enhancements
-  **2** Develop a Downtown Civic Green Space
-  **3** Improve connectivity from the current Market at the Square location to Downtown Urbana (Main Street and Race Street)
-  **4** Improve the area around the former civic center
-  **5** Improve Boneyard Creek
-  **6** Build a permanent structure for the Market at the Square
-  **7** Provide more gateway markers / signage / branding for Downtown Urbana

CONDITIONS ASSESSMENT

As part of the initial inventory and analysis portion of the planning process, members of the planning team conducted a conditions assessment for Downtown Urbana. Walking all of the corridors and spaces within the Downtown Study Boundary, data points were collected via paper survey and Survey 123, a platform developed by ArcGIS, based on a number of different environmental and physical conditions. The conditions and presence of the following elements were included in the analysis:

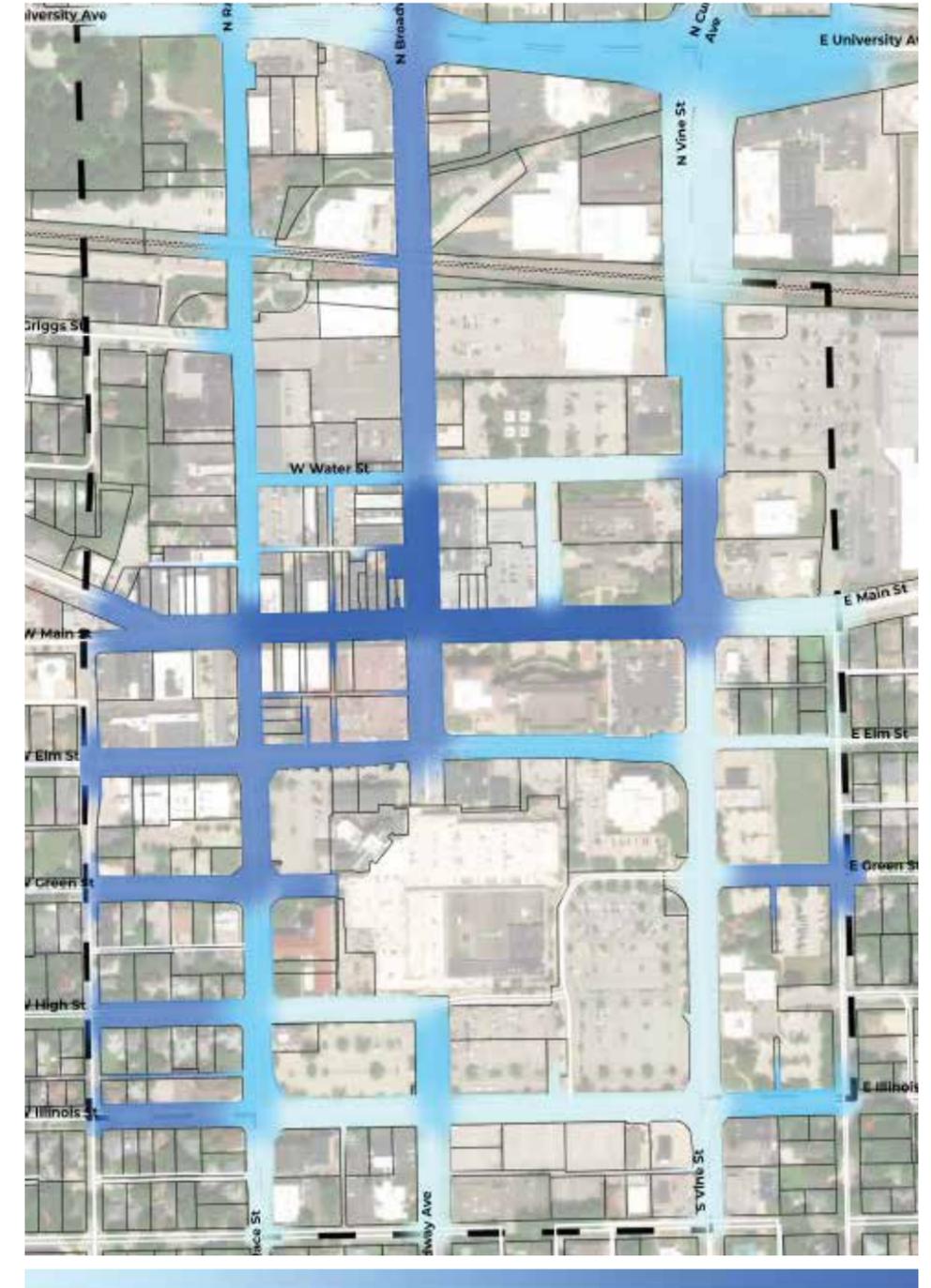
- Landscape
- Sidewalks
- Lighting Fixtures
- Public Seating
- Overall Cleanliness

For each of these categories, a rating of good, average, or bad was assigned to locations throughout the Downtown study area.

Figure 2.4 displays the compiled results of all the environmental and physical conditions analysis. The darker the blues, the better the compiled scores for those areas. Main Street, west of Vine Street, received the highest concentration of good ratings while Broadway Avenue, Race Street between Main Street and Green Street and the residential side streets to the west also rated high. This analysis directly correlates with the input received from the public engagement interactive mapping activity, where most of the positive comments were concentrated in these same areas.

Notably, Broadway Avenue (north of Main Street), while generally rating high, is slightly more average due to the abundance of surface parking lots along the corridor. The street is well designed and contains all of the elements associated with an urban streetscape, including on-street parking, bike lanes, landscaping, lighting, and seating, but because of the inconsistencies of density and building form adjacent to the street corridor, it lacks a general sense of place and lacks the benefits that street-oriented development offers including activity, shade and intrigue.

	Good ●	Average ●	Bad ●
Landscape	<ul style="list-style-type: none"> • Great variety of plants • Well maintained • Add to the overall street comfort level 	<ul style="list-style-type: none"> • Good selection of landscape elements • Need further development and maintenance 	<ul style="list-style-type: none"> • Small in size • Unmaintained plantings
Sidewalks	<ul style="list-style-type: none"> • Well maintained • Wide • Include design added downtown streetscape design elements 	<ul style="list-style-type: none"> • Acceptable condition • Show signs of wear • Don't encourage pedestrians due to their condition 	<ul style="list-style-type: none"> • Poorly maintained • Lacked definition from the adjacent street
Lighting Fixtures	<ul style="list-style-type: none"> • Good selection of lighting fixtures present • Offers a greater sense of safety 	<ul style="list-style-type: none"> • Some light poles present but not enough to provide enough light 	<ul style="list-style-type: none"> • Streets with sparsely placed lighting • Almost no illumination • Discourages walking at night
Public Seating	<ul style="list-style-type: none"> • Streets with a good amount and variety of seating options to accommodate all kinds of pedestrians 	<ul style="list-style-type: none"> • Streets with some seating but placed far apart from each other 	<ul style="list-style-type: none"> • Streets with few seating options for pedestrians
Overall Cleanliness	<ul style="list-style-type: none"> • Streets with no litter or offensive smells 	<ul style="list-style-type: none"> • Streets with moderate amounts of litter or offensive smells 	<ul style="list-style-type: none"> • Streets with areas of litter or offensive smells such as sewers or waste



GENERAL POOR CONDITION OVERALL GOOD CONDITION

FIGURE 2.4 / OVERALL CONDITIONS ASSESSMENT EXHIBIT

TABLE 2.1 / OVERALL CONDITIONS ASSESSMENT NOTES

OVERALL ENGAGEMENT SUMMARY

Feedback from the community through all channels revealed several themes of sentiment regarding the quality and composition of Downtown Urbana. The message that was communicated loud and clear was that there is a strong desire for activated public spaces and enhanced connections, both physically and operationally, to support a variety of activities throughout Downtown that add vibrancy and meaningful social interactions to the public realm. In order to achieve that vision, several strategies emerged:

- Reduce the number of surface parking lots within Downtown
- Create outdoor music and event venues throughout Downtown
- Add green spaces and civic gathering areas that could host events or performances
- Support the Market at the Square and consider enhancing the current location or relocating within Downtown
- If the Market at the Square remains in its current location, enhance the connection between the Market and Main Street
- Prioritize the pedestrian and bicycle condition throughout Downtown to encourage multi-modal transportation and reduce the need for surface parking
- Better define the boundary and brand of the Downtown district
- Encourage additional housing options, focusing on multi-family and affordable units



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3

SECTION THREE / PUBLIC REALM PLAN

BIG IDEAS

The planning team developed six big ideas that incorporate all of the strategies listed in Section 2. These big ideas form the framework for recommendations that this plan will outline. For each of the ideas, the why, what and how are listed. These terms are defined as follows:

- **WHY** - Why this is important
- **WHAT** - Recommended initiatives
- **HOW** - Elements and tactics being proposed



BIG IDEA ONE: CONNECT MARKET TO MAIN STREET

WHY?

Currently, the Market at the Square is located in the southeast corner of the Lincoln Square Mall parking lot. The Mall obstructs easy access from the Market to the Downtown core at Main and Race Streets, leaving this weekly attraction with little connectivity to the rest of Downtown. Both the Market and the businesses located along Main Street would benefit from a stronger and more cohesive connection between the two destination areas.

WHAT?

Develop an attractive and effective pedestrian connection between the core of Downtown and the current location of the Market that reinforces the popularity and uniqueness that both areas have to offer. Other strategies include relocating the Market within Downtown Urbana, possibly closer to Main Street.

HOW?

Activate sidewalks and alleys with elements such as street furniture, seating areas, overhead lighting, specialty paving, and street trees while also enhancing building facades that engage with the public realm and work to provide a comfortable and interesting route for pedestrians.



BIG IDEA TWO: MUSIC/EVENT SPACE

WHY?

Urbana is known for its music scene and various events held throughout the year but despite that reputation, there is a lack of flexible event space in Downtown Urbana for those types of community events. Musical performances, outdoor movie screenings, festivals, and other performing arts have proven themselves to be sustained activators of the public realm. Urbana should support those types of events through designated and temporary outdoor venues that bring people together.

WHAT?

Create flexible spaces within the Downtown core that provide community venues for festivals, concerts, outdoor movie screenings, and other performing arts events.

HOW?

Several locations Downtown have the potential to support either temporary or permanent event venues. In particular, surface parking lots throughout Downtown should be analyzed for use as temporary gathering spaces while other opportunities for more permanent solutions should be explored.



BIG IDEA THREE: MULTI-FAMILY & AFFORDABLE HOUSING

WHY?

The community engagement process revealed a strong desire for more multi-family and affordable housing options in the Downtown area that is connected to public transit routes. More Downtown housing is a strategic way to add vitality to the district by adding density and diverse populations.

WHAT?

Encourage multi-family housing options at various income levels, particularly in the lower bracket, to provide greater diversity in housing choices and more Downtown residents.

HOW?

There are many opportunities within Downtown Urbana for residential infill developments. Specifically, many of the underutilized surface parking lots would be well-suited for this type of development.

BIG IDEAS



BIG IDEA FOUR: CIVIC GATHERING/ GREEN SPACE

WHY?

Despite Urbana’s designation as a Tree City USA, there are few green civic spaces in the Downtown district. Numerous residents expressed a need for more of these types of places within Downtown.

WHAT?

Establish public plazas and gathering spaces in the Downtown that incorporate trees, native plantings, and amenities designed for events and passive recreation or social activities.

HOW?

As mentioned previously, the parking lots within the Downtown study area are ideal for a ‘hardscape-to-nature’ conversion. Specific areas of interest for the incorporation of a green gathering space include the parking lots south of Lincoln Square Mall, the corner of Main Street and Broadway Avenue, and the section of Boneyard Creek that curves from Race Street to Main Street.



BIG IDEA FIVE: PEDESTRIAN & BIKE INFRASTRUCTURE

WHY?

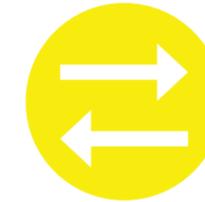
There is an established network of bike facilities in Downtown Urbana but the network lacks the level of connection and efficiency to make it a viable option for transportation. This coupled with the abundance of surface parking lots and streets designed to move traffic quickly has increased residents’ desire for pedestrian and bicycle access and connectivity within the Downtown realm and beyond.

WHAT?

Establish pleasant pedestrian and bicycle connections along strategic corridors that would increase multi-modal traffic to support local businesses, facilitate greater social activity, and connect existing and proposed civic gathering spaces. Reconstruct or reconfigure major and minor thoroughfares to widen sidewalks, add streetscape amenities, and create a more cohesive bicycle grid.

HOW?

Several corridors within the Downtown study area present an opportunity for a redesign or reconfiguration that would improve the pedestrian and bicyclist experience. Among these include Illinois Street, Vine Street, Race Street, and Broadway Avenue. Future projects should aim to prioritize the pedestrian and bicycle experience by removing turn lanes where possible, widening sidewalks, and adding new bike lanes. These strategies will help to slow down traffic and increase safety and comfort for multi-modal travelers.



BIG IDEA SIX: IDENTITY & WAYFINDING

WHY?

There is currently an inconsistent network of identifying markers to announce the arrival into Downtown Urbana. The district should be celebrated and establishing a system of gateways, wayfinding signage, and other markers can be an effective way to reinforce the boundary and branding for Downtown Urbana.

WHAT?

The implementation of a system of signs and/or gateway monuments indicating the core of the City of Urbana would help visitors and residents alike know they have arrived to a special and unique place. A strong signage and wayfinding system also reinforces the brand of Downtown and creates opportunities to advertise special events and holidays.

HOW?

Identity and wayfinding signs announcing arrival into Downtown Urbana can also direct visitors to attractions such as the Boneyard Creek Trail, Lincoln Square Mall, and the Urbana Free Library. Signage and gateway markers along University Avenue are especially important as that is a major corridor connecting Urbana and Champaign and is the means by which many travelers enter Downtown Urbana.

FRAMEWORK PLAN

Through stakeholder interviews, focus groups, walking tours, and online engagement with the Urbana community, the planning team developed a list of key locations that have the potential to activate the Downtown realm. The Focus Areas listed below have established levels of foot traffic and activity but with further planning, these areas can catalyze further enhancements and development in the Downtown.

FOCUS AREAS



FOCUS AREA A DOWNTOWN CORE

The Downtown Core is the area directly north of Lincoln Square Mall and south of Main Street. Functionally serving as the center of Downtown life, strategies such as further activating alleys, widening sidewalks, and re-purposing parking facilities into community spaces could brighten this area into a more vibrant and active version of its current self.



FOCUS AREA B SOUTH LINCOLN SQUARE

The parking lots surrounding the south and east sides of the Lincoln Square Mall are blank canvasses for the community to illustrate the version of downtown they would like to see. Infill development of multi-family housing, community green space, and a permanent structure for the Market are all compelling uses of these mostly vacant concrete lots.



FOCUS AREA C 'THE TRIANGLE'

The configuration of the W Main Street and W Springfield Avenue intersection promotes higher-speeds for vehicular traffic and makes pedestrian crossings challenging. The triangular shape of this intersection, along with its proximity to Boneyard Creek and the downtown core, makes it an area of particular interest for spatial reconfiguration and potential development into a community plaza.

FIGURE 3.0 / BIG IDEAS DIAGRAM

OVERALL PUBLIC REALM STRATEGIES

- LEGEND**
- Focus Areas
 - Lincoln Square Mall
 - Opportunity Areas
 - Boneyard Creek Master Plan Area
 - Road Diet/Lane Reallocation (with possible streetscape enhancements)
 - Activated Alleys
 - New Gateways
 - Downtown Identification/Wayfinding Opportunities
- BIG IDEAS**
- Connecting the market with Main Street
 - Music/Event Space
 - Possible Multi-Family/Affordable Housing
 - Possible Green/Gathering Space

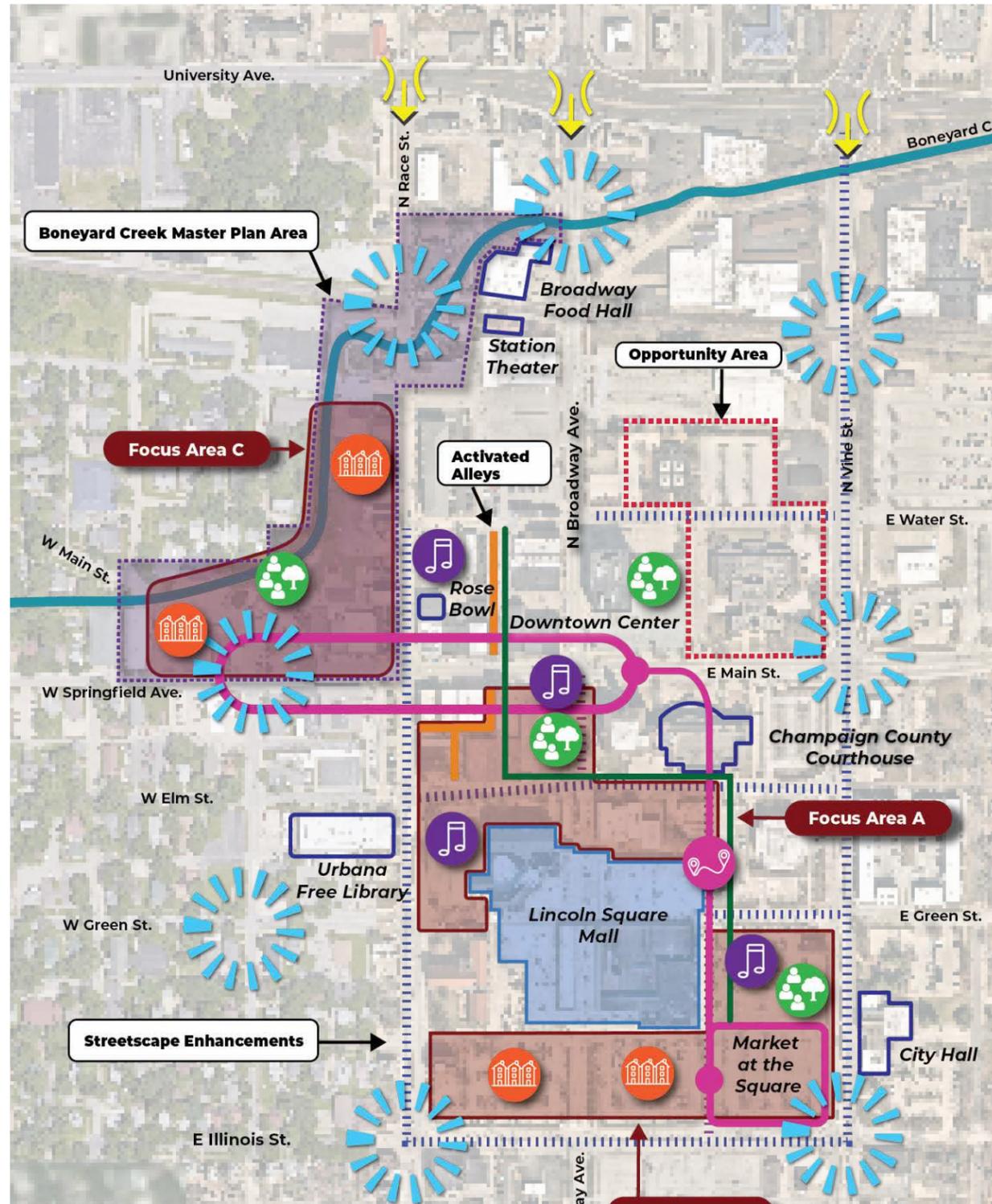


FIGURE 3.1: OVERALL PUBLIC REALM STRATEGIES MAP

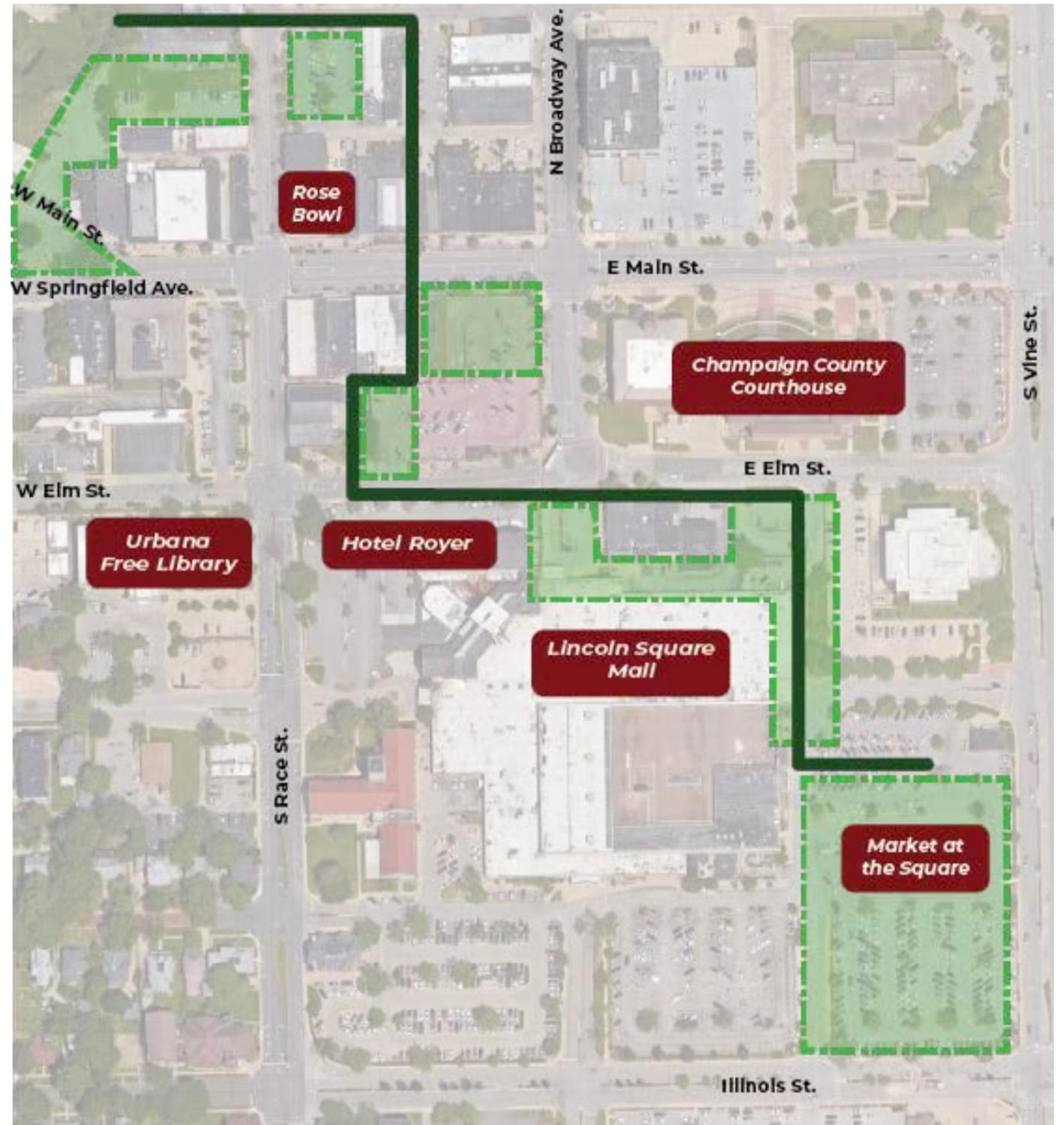


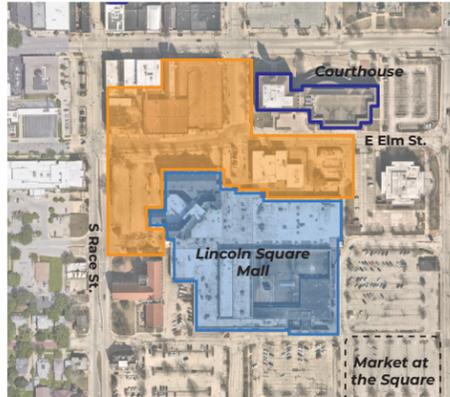
FIGURE 3.2: CIVIC GATHERING AND GREEN/OPEN SPACES CONNECTED THROUGH DOWNTOWN

CONCEPTS

The following pages illustrate multiple concepts for the Focus Areas previously presented.

FOCUS AREA A: DOWNTOWN CORE

Focus Area A studies the area just north of Lincoln Square Mall, including Elm Street, Race Street, Broadway Avenue, the existing parking structure, and Crane and Fish Alleys.



CONCEPT ONE: GARAGE REMAINS

Concept One reimagines the area of Downtown near the Hotel Royer and surrounding the parking garage at Elm Street and Broadway Avenue. Broadway Avenue becomes a pedestrianized street with widened sidewalks, curb bump-outs, and more street furniture and trees. On-street parking on Broadway Avenue would provide a designated space to host food trucks regularly to activate the block. Crane and Fish Alleys are enhanced with new lighting and seating options, along with consolidation and coordination of trash pickup services. Northeast of the Hotel Royer would be an entry plaza for the Hotel with landscaping and public space. There would be infill development at Race Street and Elm Street that could provide new multi-family and affordable housing.

BIG IDEAS SUPPORTED:

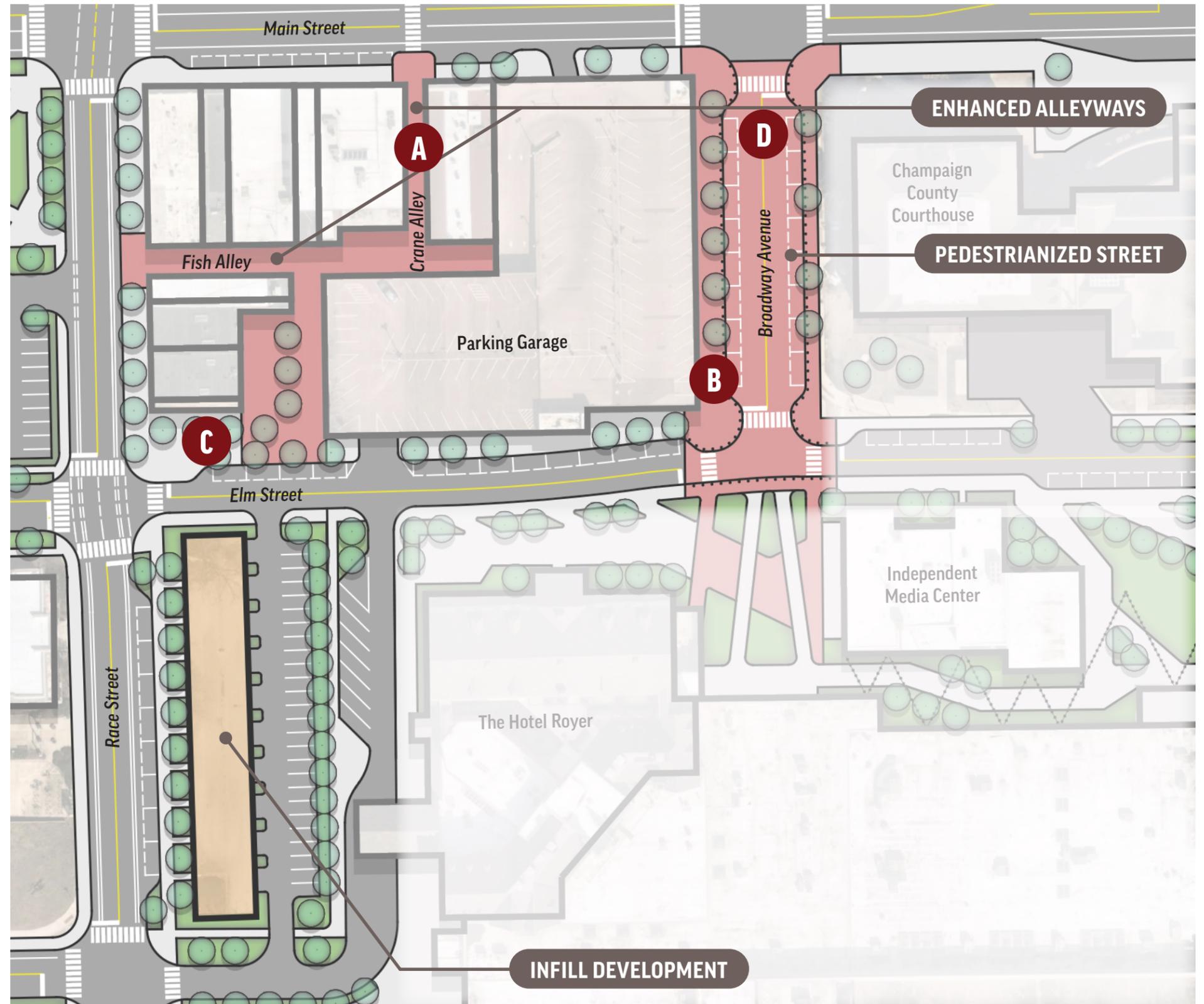


FIGURE 3. / DOWNTOWN CORE FOCUS AREA CONCEPT : GARAGE REMAINS

PRECEDENT IMAGERY FOR DOWNTOWN CORE CONCEPT ONE



CONCEPTS

FOCUS AREA A: DOWNTOWN CORE (CONT.)

CONCEPT TWO: HYBRID APPROACH

Concept Two retains half of the parking structure, removing the southwest section to use this space as additional civic plaza space. This plaza would have flexible seating options and canopy overhangs that would offer a space for community events and festivals. Fish and Crane Alleys would directly extend from this plaza space, helping to enhance those pedestrian corridors and providing a direct pedestrian connection from Main Street and South Race Street. Additional on-street parking is added along Elm Street, Race Street, and Broadway Avenue.

BIG IDEAS SUPPORTED:

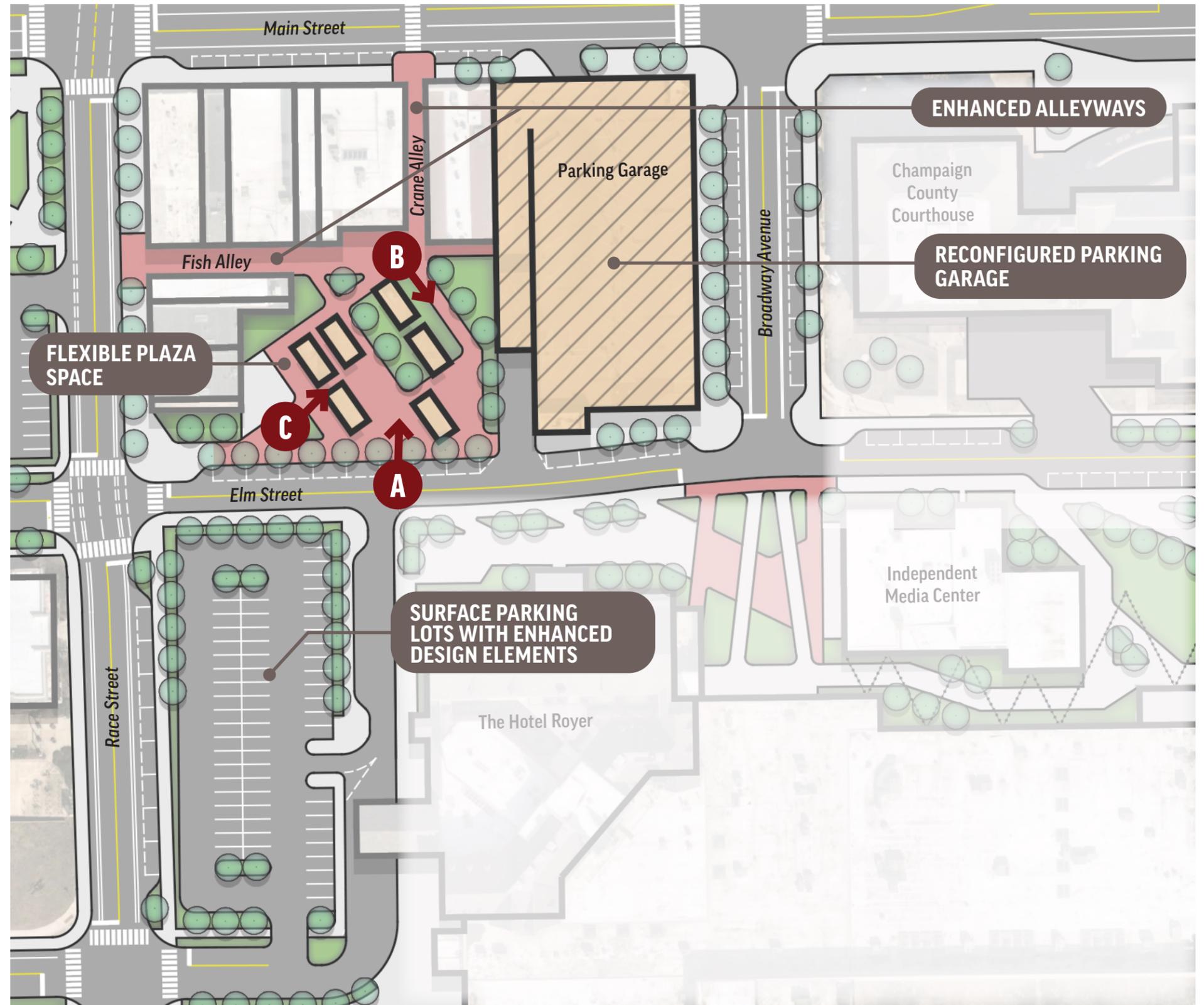


FIGURE 3.2 / DOWNTOWN CORE FOCUS AREA CONCEPT THREE: HYBRID APPROACH



Left: A northern aerial view of Elm Street and Race Streets with a new civic plaza replacing half the parking garage. In the foreground, food trucks park on Elm Street, with canopied seating structures interspersed throughout the plaza for picnics, community events, and festivals. Crane Alley extends northward from the plaza in the background.



Bottom Left: Looking south at the plaza space toward Elm Street with the parking garage to the east. New seating, landscaping, and canopied shelters offer opportunities for activity even in inclement weather.

Below: A northeastern view of the plaza at night with creative lighting, a small performance stage, and space for a mixture of uses and social gatherings.



CONCEPTS

FOCUS AREA A: DOWNTOWN CORE (CONT.)

CONCEPT THREE: CIVIC SQUARE AND DEVELOPMENT

Concept Three explores the idea of the parking garage being completely removed. In its place, there could be infill development with front entrances on both Elm Street and along a prominent civic square located on the corner of Main Street and Broadway Avenue. This flexible space could host a multi-use structure near an existing Main Street building, providing a backdrop for performances and events. With the addition of a mural overlooking this civic square, this could be a prominent corner of Downtown.

BIG IDEAS SUPPORTED:

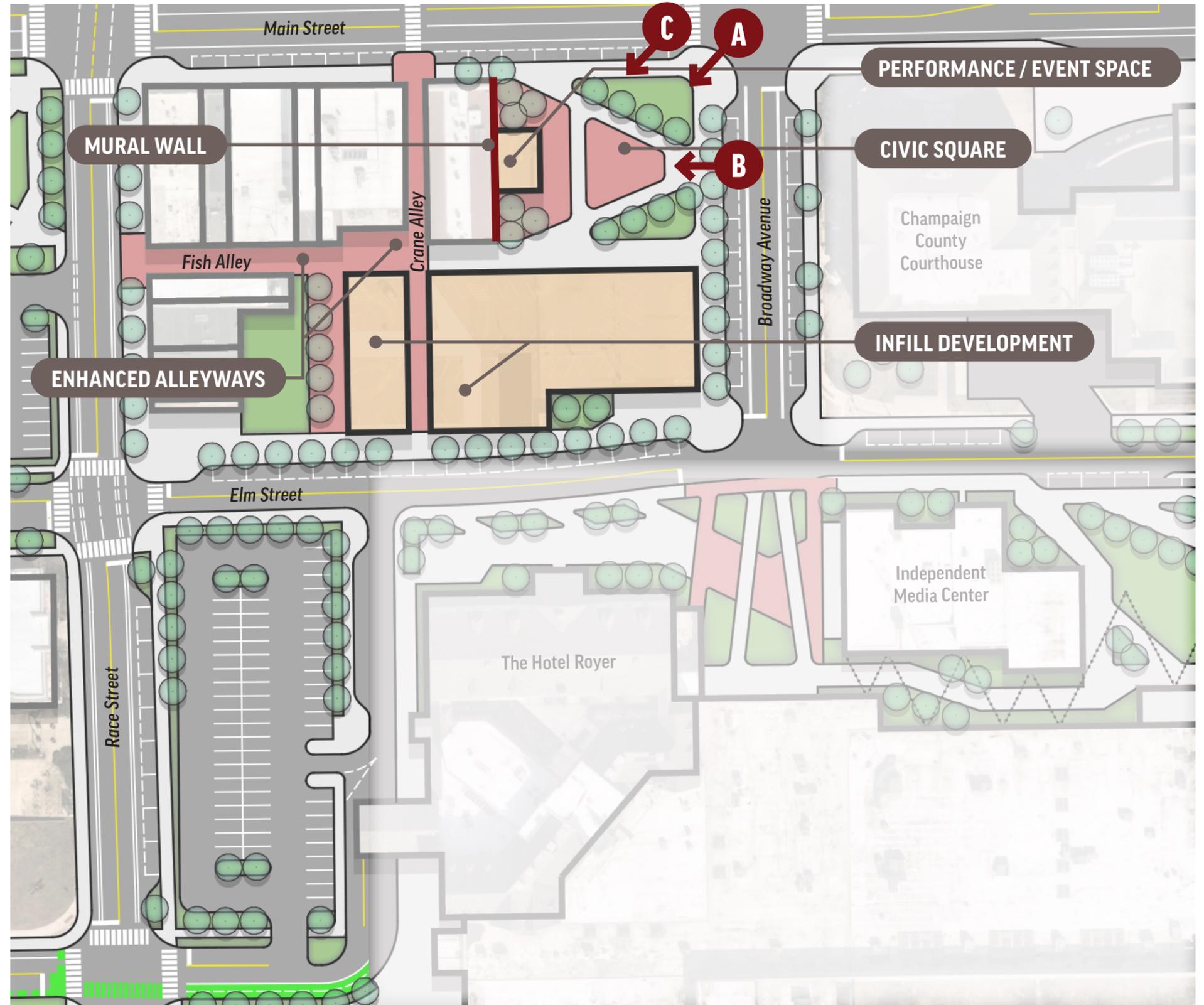


FIGURE 3.3 / DOWNTOWN CORE FOCUS AREA CONCEPT 3: CIVIC SQUARE AND DEVELOPMENT



Left: The corner of Main Street and South Broadway Avenue is an important space within Downtown Urbana that has the ability to be an anchor for community activities and events. Concept Three for Focus Area A imagines this block of Downtown with the parking garage removed, and in its place, an active civic square defined by existing Downtown buildings and infill development. This space can be flexible in its design but still contain components that support a variety of activities from concerts and performances to food trucks and small festivals. The large blank wall on the existing Downtown building is a perfect canvas for a mural that in and of itself, would help define this space. A modest infill building could contain street level retail or restaurant space, further activating this civic square.

Bottom Left: An eye-level view of the performance space with the backdrop of a dramatic wall mural. A combination of hardscape and landscape areas allow for different activities in the space while being flexible to be used simultaneously.

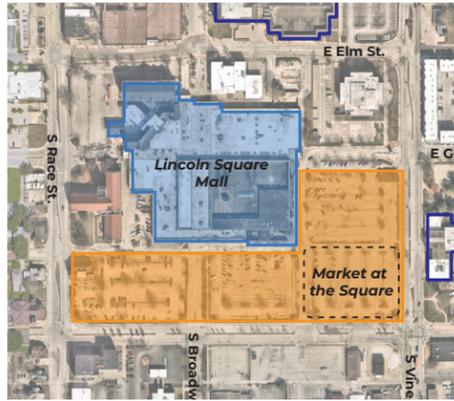
Below: An iconic sign element for this space becomes an identifiable feature for the entire Downtown. Regular food truck activities could take place at this location to help spur further entrepreneurial efforts. This location is also strategic for food trucks as their position on the street will not block views into existing businesses or restaurants.



CONCEPTS

FOCUS AREA B: SOUTH LINCOLN SQUARE

Focus Area B studies the parking lots and context surrounding Lincoln Square Mall.



CONCEPT ONE: INCREMENTAL IMPROVEMENTS

In Concept One of Focus Area B, the Market at the Square remains in its current location at the northwest corner of Illinois Street and Vine Street with a plaza and green space for a variety of Market activities and community events. The two parking lots west of the Market area provide the opportunity for mixed-use developments that could include multi-family and affordable housing units with entrances on the street, and parking and amenity spaces in the back.

Walnut Street in front of Common Ground Food Co-Op is transformed into a pedestrian-oriented street that enhances the north connection to the Downtown core. Other enhancements to this connection could include overhead lighting, wall murals on Lincoln Square Mall, and flexible plaza and green spaces on the east and west sides of the Independent Media Center. This strategy would bolster the existing elements of Downtown Urbana, such as the successful and beloved Market at the Square, while enhancing key pedestrian connections to facilitate a more cohesive and unified Downtown.

BIG IDEAS SUPPORTED:

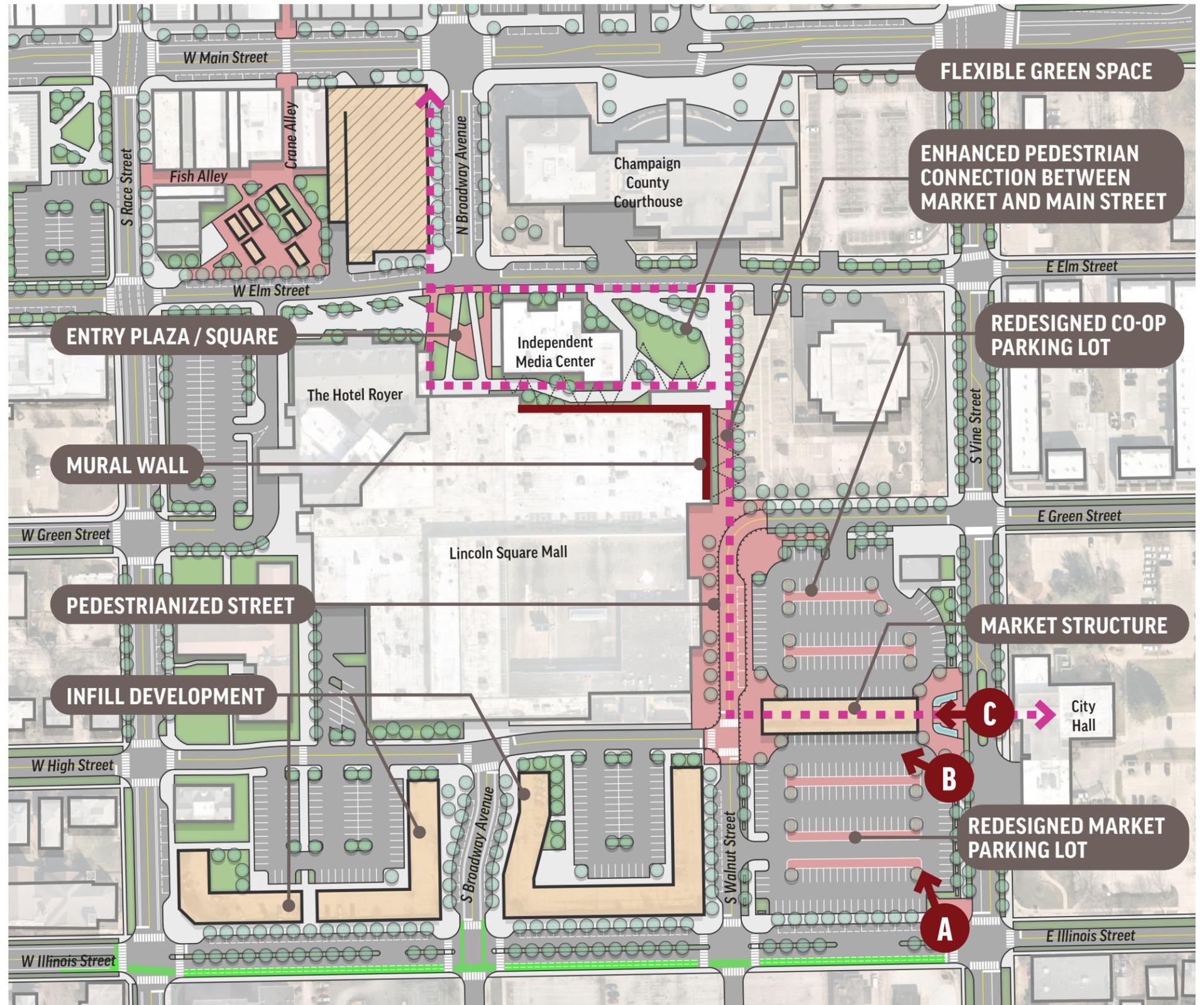


FIGURE 3.3 / LINCOLN SQUARE SOUTH FOCUS AREA CONCEPT 1: INCREMENTAL IMPROVEMENTS



Left: Should the Market decide to remain where it currently is, both Concept One and Concept Two, on the following page, illustrate enhancements to the existing Market location. Positioned along an axis with City Hall, the Market shed is located between the two existing parking lots on the east side of Lincoln Square Mall. The Market structure is not large enough to accommodate all of the Market vendors. Therefore the parking lot to the south of the shed is designed to facilitate Market activities while also supporting parking during other times of the week. Vendors can rotate on a regular basis to be located under the shed, with higher vendor fees associated with that location, if desired.

Bottom Left: This image shows how the design of the enhanced parking lot supports Market activities. The parking lot is illustrated with no curbs which allows... allows for easier access and circulation by both the vendors and pedestrians while pavers differentiate drive lanes from parking stalls.

Below: This plaza space, directly across Vine Street from City Hall, acts as the front door to the market area. Seat walls, combined with landscaping and potential water features, make this an inviting place perfect to sit down for lunch or catch up with a friend. A mid-block crossing with a highly visual crosswalk and pedestrian refuge island reinforce the civic connection with City Hall, as well as the residential neighborhoods further to the east.



CONCEPTS

FOCUS AREA B: SOUTH LINCOLN SQUARE (CONT.)

CONCEPT TWO: MALL REIMAGINED

Concept Two reimagines Lincoln Square Mall and re-establishes the urban street grid that was removed for construction of the Mall decades ago. The Mall would be deconstructed to expose the current pedestrian corridors located inside the Mall and transform them into traditional urban streets. South Broadway Avenue would then extend from Elm Street, where it currently ends, to the neighborhoods further south. Much of the existing Mall structure would be retained south of Green Street to provide street-oriented commercial spaces. Green Street would become a pedestrian and bike corridor while still accessible by vehicles if necessary. The northeast corner of the Mall would be replaced with a mixed-use infill development with the possibility for multi-family and affordable housing, and parking behind the Independent Media Center. This strategy opens up the area southeast of the Hotel Royer for an activated urban plaza space that the Hotel could showcase for its property. This overall strategy seeks to extend the urban fabric from the Downtown core of Urbana, along Main Street, to the Mall location, creating a unified downtown environment between the two currently detached areas.

BIG IDEAS SUPPORTED:

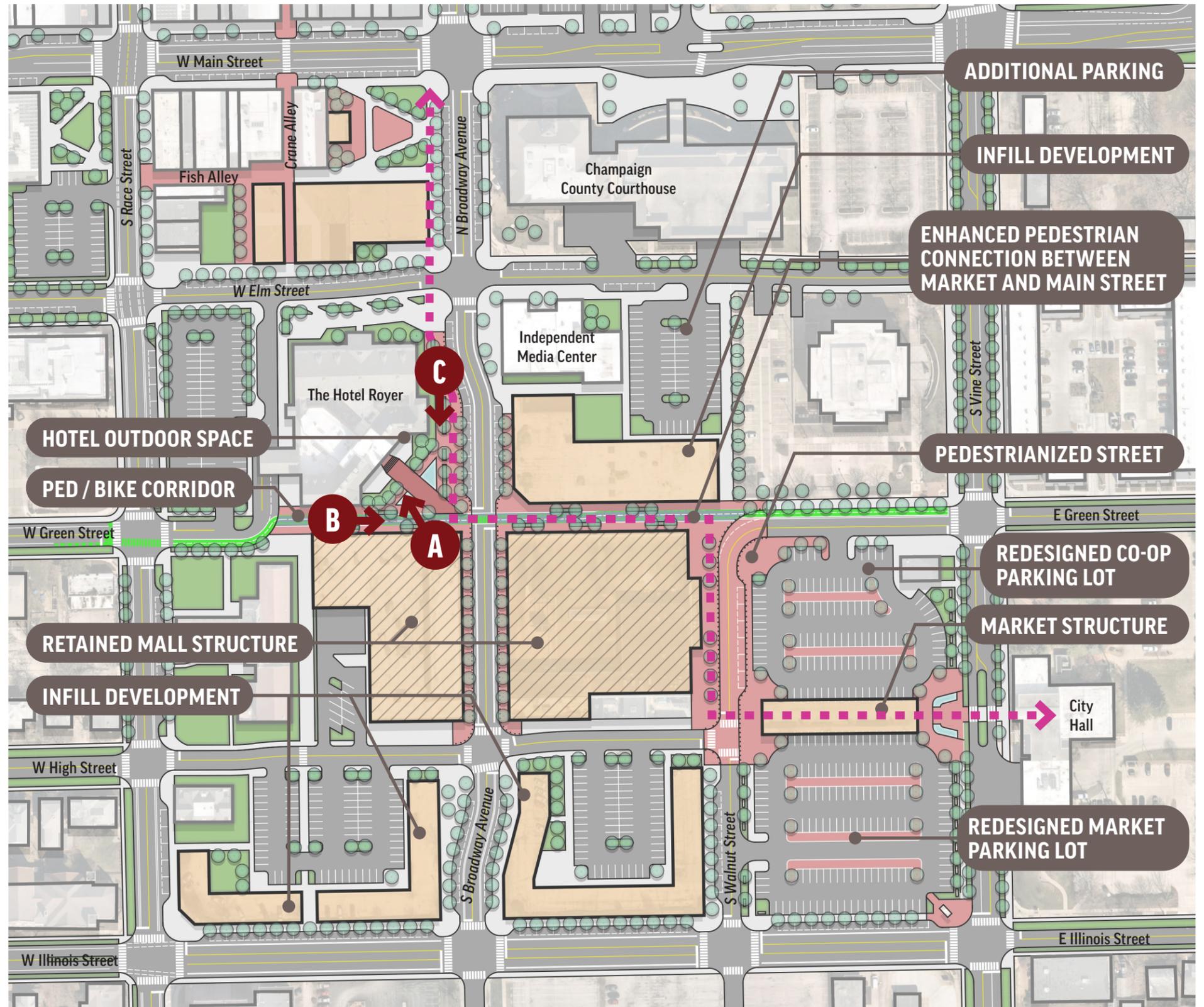


FIGURE 3.4 / LINCOLN SQUARE SOUTH FOCUS AREA CONCEPT 2: MALL REIMAGINED



Left: With Lincoln Square Mall reimagined, opportunities for exciting and active public spaces open up in the Mall's former footprint. This view is looking northwest towards the existing Hotel Royer. Currently enclosed within the Mall, the grand doorway to the Hotel is exposed and leads directly into an urban oasis filled with seating areas, rolling topography, and lush landscapes and water features. This image shows how a pedestrian and bicycle corridor extends through the site east/west, in alignment with Green Street, while also being accessible by emergency vehicles. Broadway Avenue extends through the site, north/south, with the the facades of the Mall transforming into urban-oriented storefronts.

Bottom Left: An eye-level view of the pedestrian and bicycle corridor that traverses through the Lincoln Square Mall property. Paving materials or colors can easily differentiate areas designated for bicycles and pedestrians.

Below: This view is looking south on Broadway Avenue with The Hotel Royer located on the right-hand side. The building shown to the left is infill development and could support a mix of uses. Notably, the design of Broadway Avenue as shown includes travel lanes, on-street bike lanes, on-street parking, and ample sidewalk space. With those components, Broadway Avenue and the developments shown in this image extend the Downtown core fabric from Main Street to the south.



CONCEPTS

FOCUS AREA C: THE TRIANGLE

Focus Area C looks at the location where Main Street and Springfield Avenue come together to form a triangle intersection, as well as the Boneyard Creek corridor between Main Street and Griggs Street.



CONCEPT: BONEYARD CREEK MASTER PLAN 2.0

Borrowing strategies from the Boneyard Creek Trail Masterplan, a trailway extends from Griggs Street to Main Street along the east side of the creek. The intersection of Main Street and Springfield Avenue is reconfigured to maximize the pedestrian space and create an iconic entry point for the Boneyard Creek Trail system.

A terraced landscape allows for pedestrians to interact with the creek directly, and flexible hardscape and green space could host a variety of community events. Infill development along Race Street faces both the trailway and the street to activate both areas at the same time. An extension of Water Street would support a mixed-use development that introduces street-level commercial opportunities and outdoor patio spaces for cafes or restaurants.

BIG IDEAS SUPPORTED:



FIGURE 3.6 / THE TRIANGLE FOCUS AREA CONCEPT: BONEYARD CREEK MASTER PLAN 2.0



Left: A view looking northeast at Boneyard Creek. By removing and reimagining a city-owned parking lot, Boneyard Creek is transformed into a community amenity that supports a variety of public spaces suitable for hosting events and passive activities. This view shows how sloping topography forms an amphitheater space with the creek as a backdrop and low seat walls providing seating. The Boneyard Creek Trail would traverse through this space and continue both north and south.



Bottom Left: An aerial view of a reconfigured Main Street and Springfield Avenue intersection. The current configuration of this intersection creates challenging movements for pedestrian and bicycle traffic and ultimately has significant safety issues for all users. By realigning Main Street to form a four-way intersection with Springfield Avenue and Cedar Street, movements for all modes of transportation are clarified and a sizable amount of real estate formerly designated for vehicles is reprogrammed for pedestrian and plaza space.

Below: A view looking northeast on the new pedestrian plaza. The reconfiguration of the intersection at Main Street and Springfield Avenue opens up space for pedestrian access and landscaping.



STREET REDESIGN AND LANE REALLOCATION

Many of the transportation corridors in Downtown Urbana have been designed and engineered over the years to prioritize vehicular traffic. Wide lanes, large turning radii at intersections, narrow sidewalks, and long crosswalks create unsafe and uncomfortable conditions for pedestrians and bicyclists. These conditions challenge efforts to foster a dense and walkable urban environment. As part of this plan, a series of cross sections has been developed to show the existing conditions and recommendations for reallocating existing lanes or redesigning streets all together to better balance the needs of vehicular traffic with those of pedestrian and bicycle activity.

The images below depict a before and after scenario along Race Street between Main Street and Elm Street. Currently, the sidewalk along the east side of Race Street tapers to a very small width which is not conducive to any sidewalk activity and brings pedestrians uncomfortably close to vehicular traffic. As the rendering below shows, by removing the center lane, the overall roadway width is reduced, allowing the sidewalk environs to be expanded. By doing this, streetscape elements such as street trees, bicycle amenities, and outdoor seating is possible. These elements in turn help to support first-level commercial activity and increase the vibrancy of this area of Downtown. This idea, as shown in Figure 3.7, and others are discussed further on the following pages.

BIG IDEAS SUPPORTED: 



FIGURE 3.7 / BEFORE AND AFTER VIEW - RACE STREET BETWEEN MAIN STREET AND ELM STREET WITH STREET REDESIGN

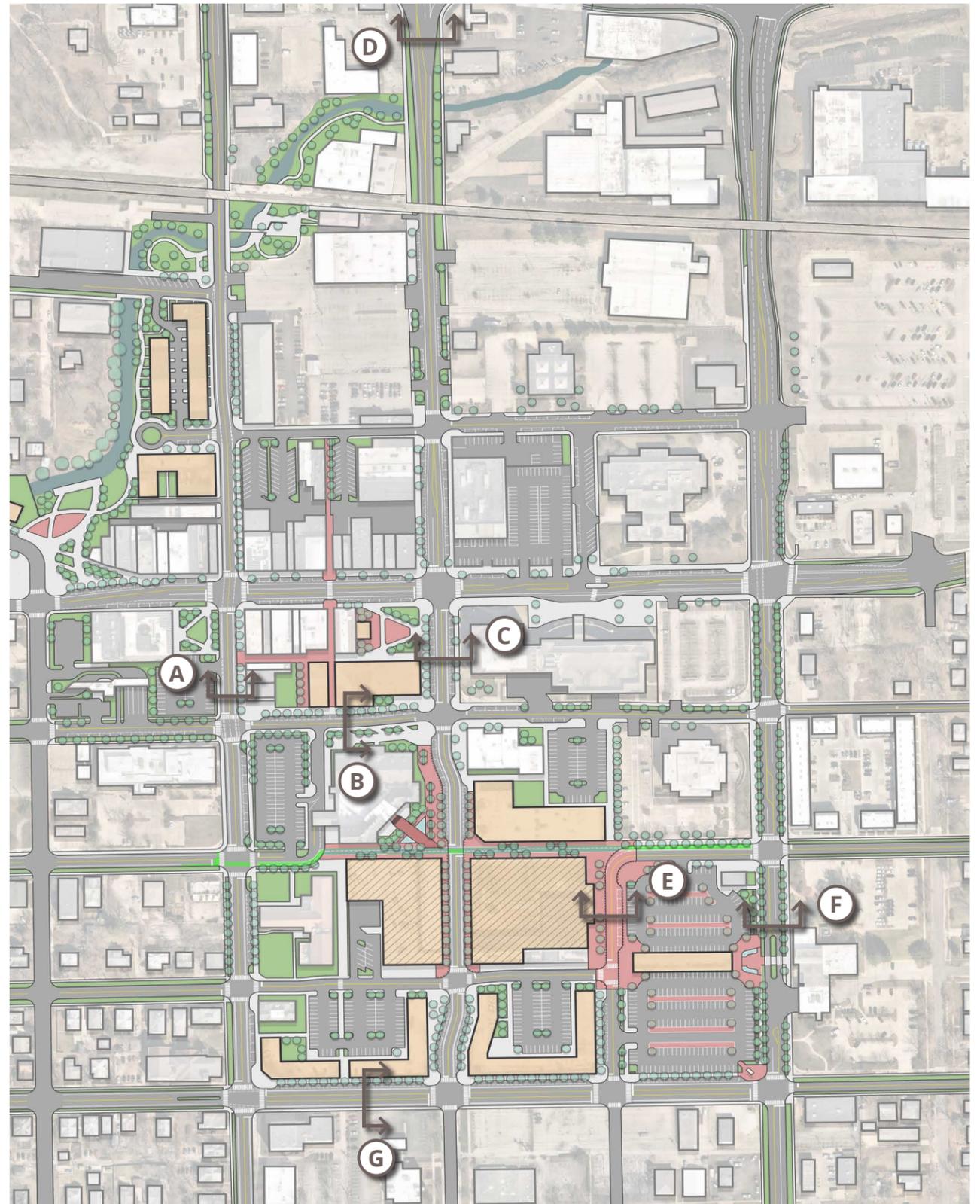
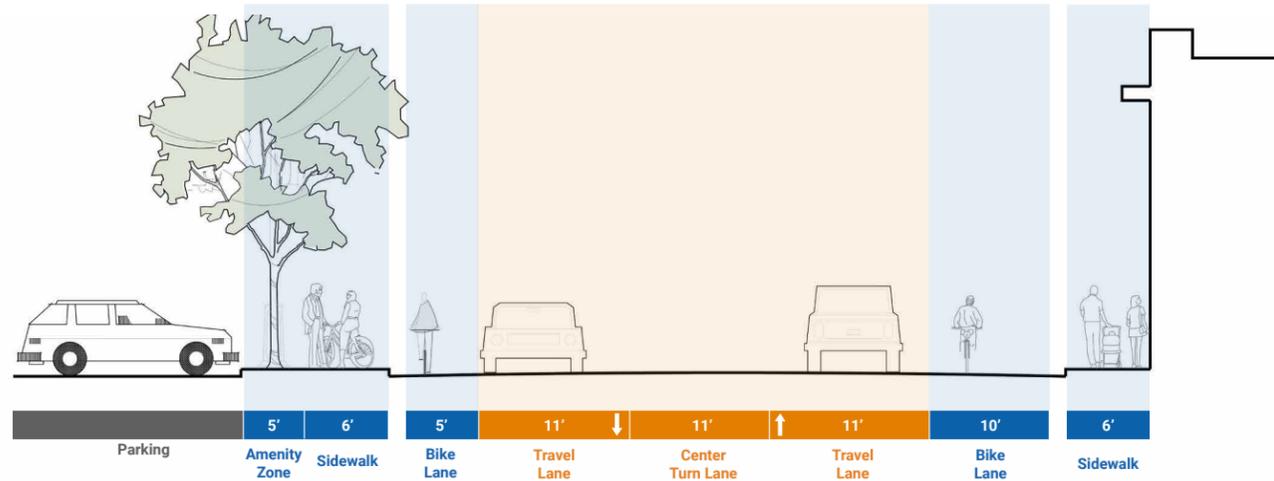


FIGURE 3.8 / STREET REDESIGN AND LANE REALLOCATION SECTION LOCATIONS

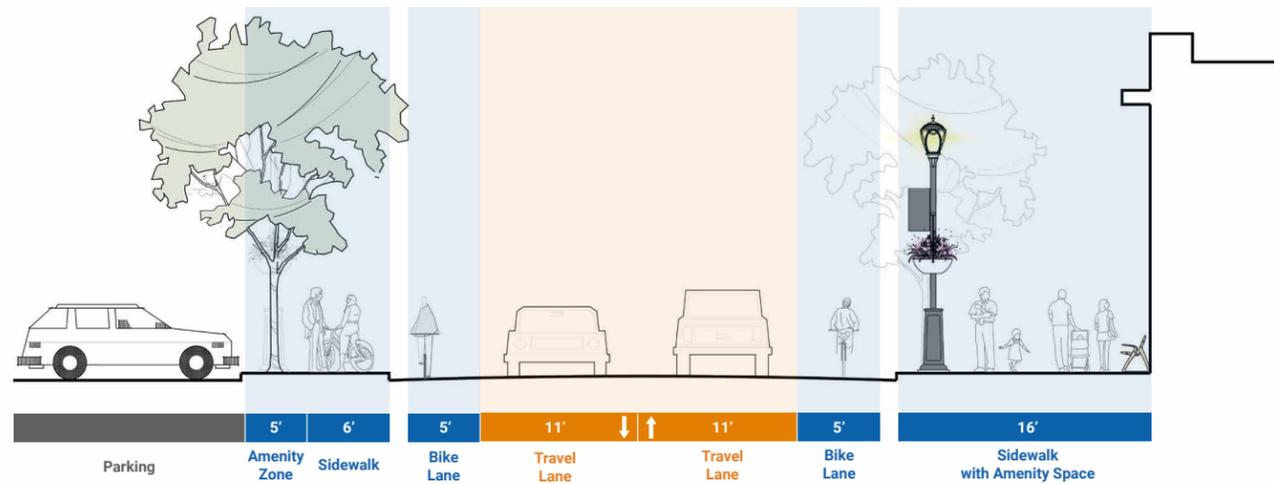
STREET REDESIGN AND LANE REALLOCATION - SECTIONS

A RACE STREET:
BETWEEN MAIN STREET AND ELM STREET

EXISTING



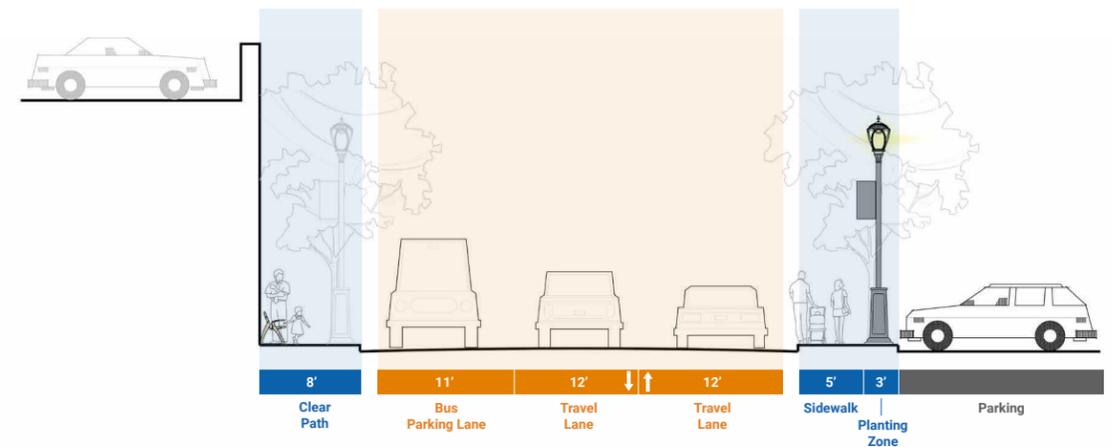
PROPOSED



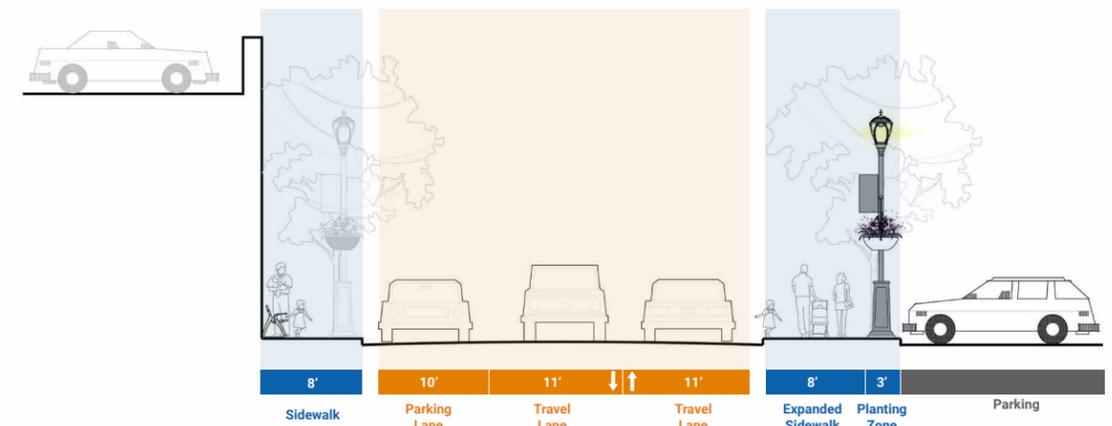
As shown on the previous page, the recommendation for Race Street includes reducing the total number of travel lanes from three to two, allowing for the expansion of sidewalk space along the east side of the street. An expanded sidewalk could support patio space, additional streetscape elements, and an area for pedestrian activity. A study for the Main Street/Race Street intersection is recommended to be completed to determine the feasibility of removing the center turn lane.

B ELM STREET:
BETWEEN RACE STREET AND BROADWAY AVENUE

EXISTING



PROPOSED

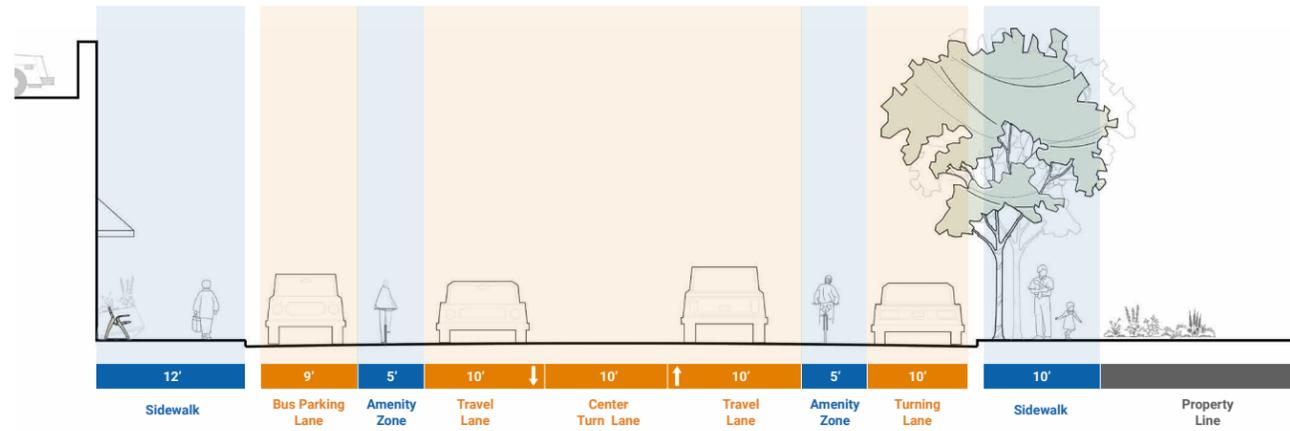


Currently, the Champaign-Urbana Mass Transit District (MTD) utilizes the parking zone on the north side of Elm Street for bus parking at the transit center surrounding the parking garage. Through the planning process, the planning team learned of the potential relocation of the transit center, which would present an opportunity for the existing bus parking lane to be used as on-street vehicle parking. By narrowing the parking and travel lanes on Elm Street, the sidewalk on the south side of the street could be expanded from 5-feet to 8-feet, allowing easier access by pedestrians and better accommodating streetscape elements.

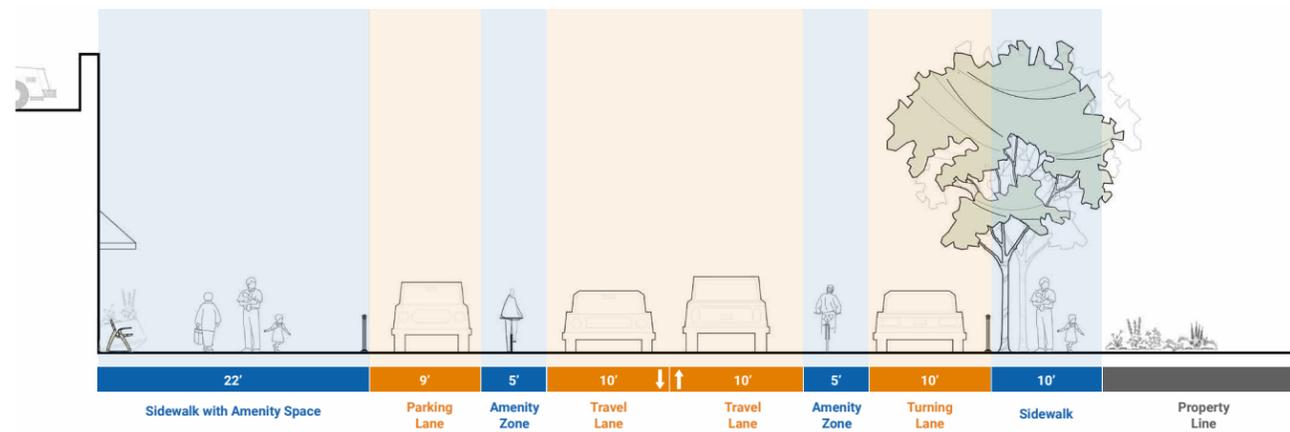
STREET REDESIGN AND LANE REALLOCATION - SECTIONS

C BROADWAY AVENUE:
BETWEEN MAIN STREET AND ELM STREET

EXISTING



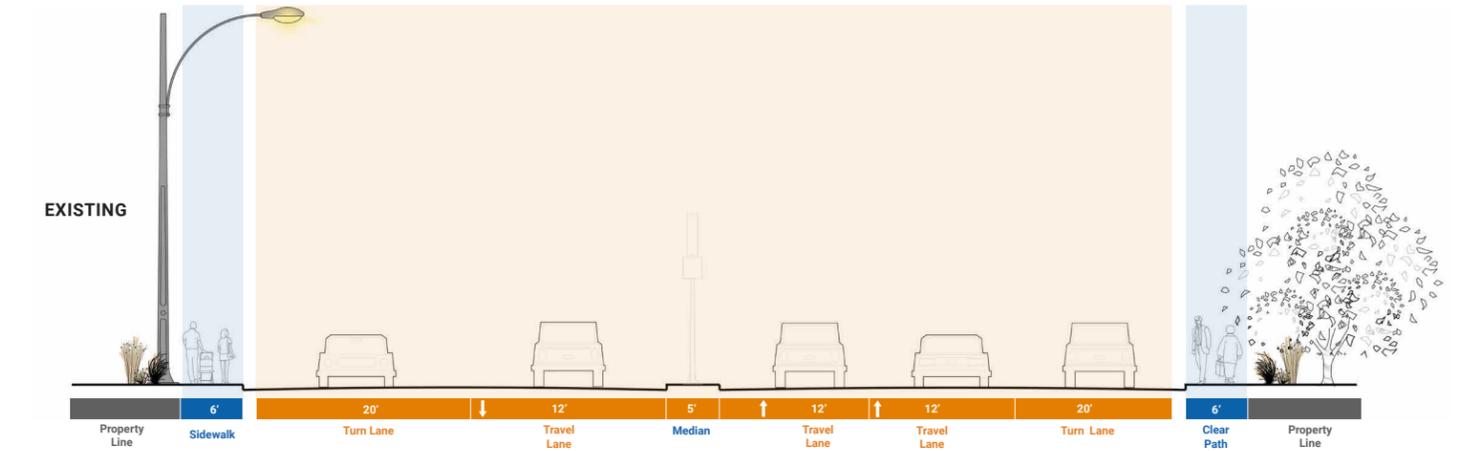
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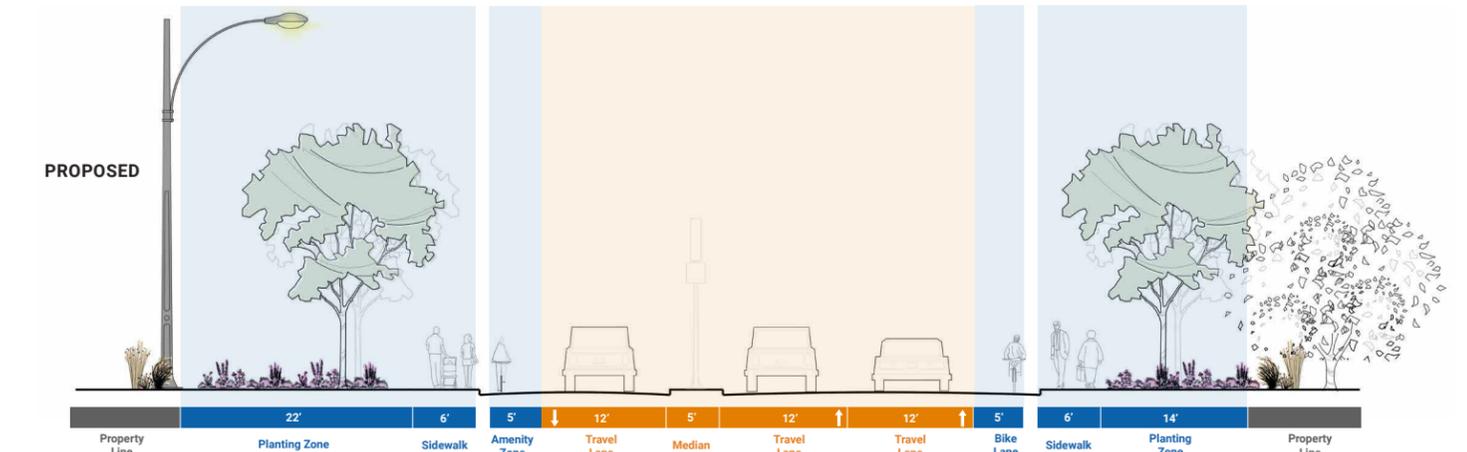
Currently, Broadway Avenue between Main Street and Elm Street is an oversized and underutilized road that primarily supports buses at the Downtown Urbana transit center. This plan recommends redesigning this block of Broadway Avenue and transforming it into a pedestrianized street. This strategy entails raising the street to curb level, introducing pavers, and installing bollards on either side of the street to demarcate strictly vehicular areas from those for pedestrians. This block of Broadway Avenue could be closed off temporarily by removable bollards and function as an extension of the adjacent planned civic square. Bike lanes are also accommodated in the proposed section. More study should be completed to understand the cost versus benefit of a redesign of this magnitude. A redesign of this segment of Broadway Avenue is not inhibited by any future extension of Broadway Avenue to the south.

D BROADWAY AVENUE:
JUST SOUTH OF UNIVERSITY AVENUE

EXISTING



PROPOSED

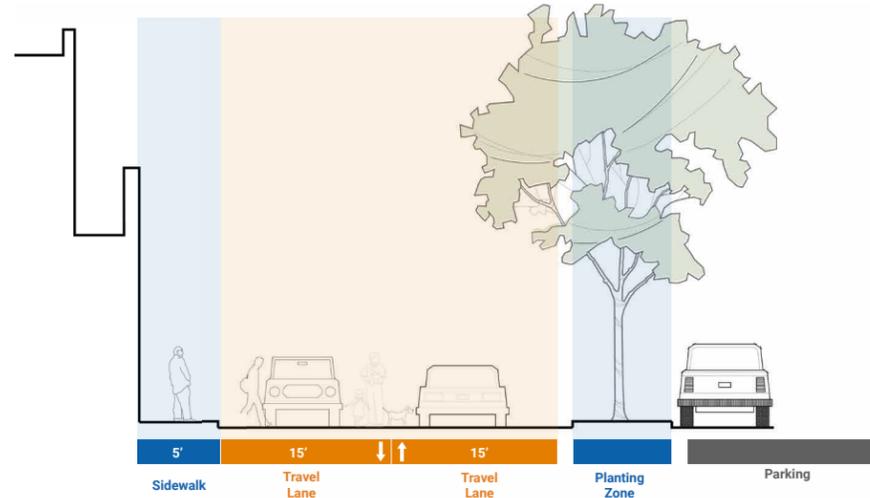


The Broadway Avenue and University Avenue intersection has highway-like features which challenges any attempt to increase walkability at this location and strengthen this node as an entry point into Downtown Urbana. With the understanding that University Avenue is an IDOT corridor, this plan recommends the removal of the slip lanes from Broadway Avenue to University Avenue, allowing for the ROW to be narrowed significantly. This would add space for wider sidewalks, landscaping, and gateway markers. Removing the slip lanes will also increase safety at this location.

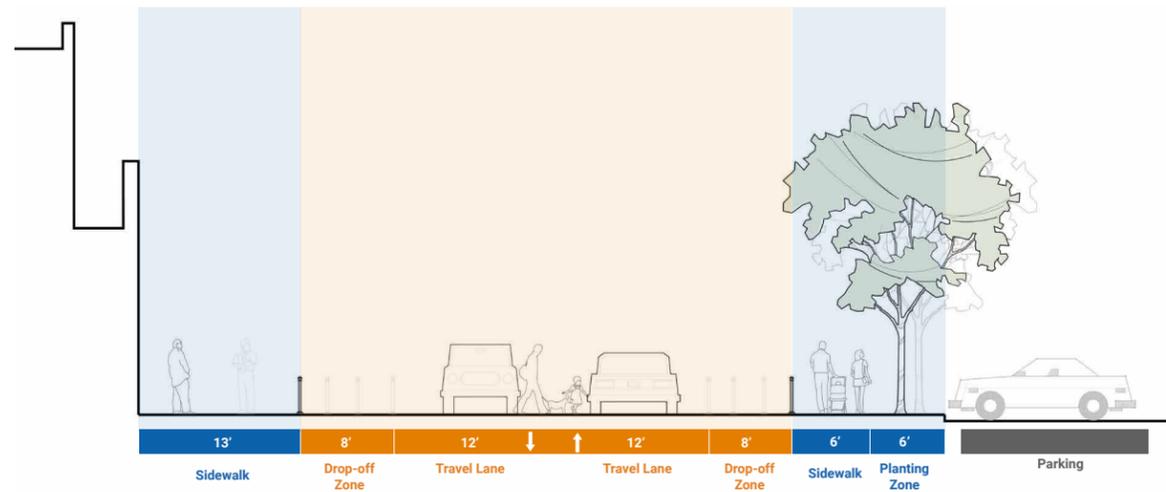
STREET REDESIGN AND LANE REALLOCATION - SECTIONS

E IN FRONT OF THE COMMON GROUND FOOD CO-OP:
BETWEEN STOREFRONT AND PARKING LOT

EXISTING



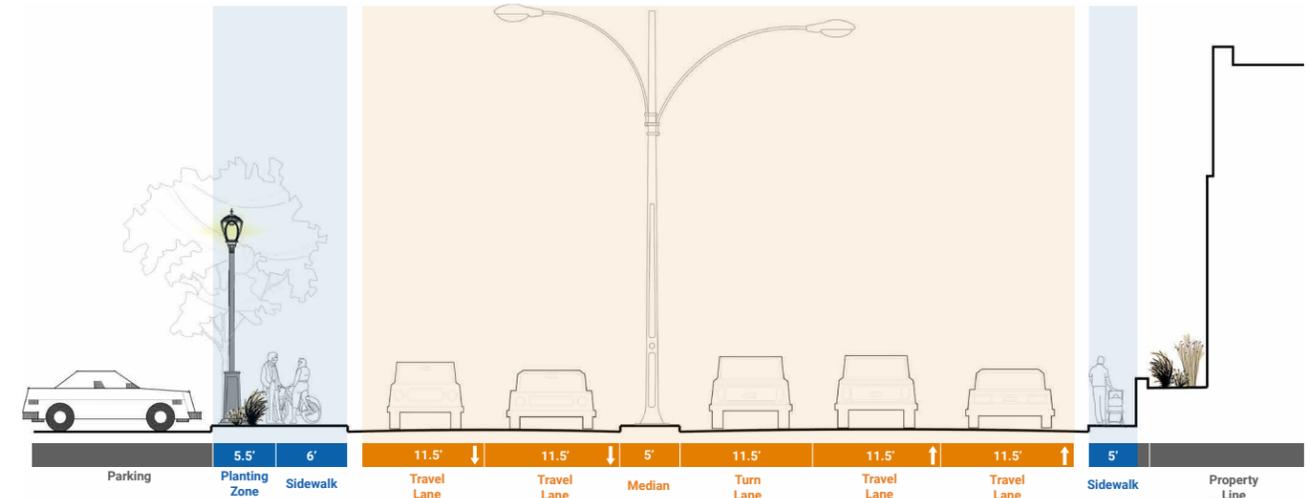
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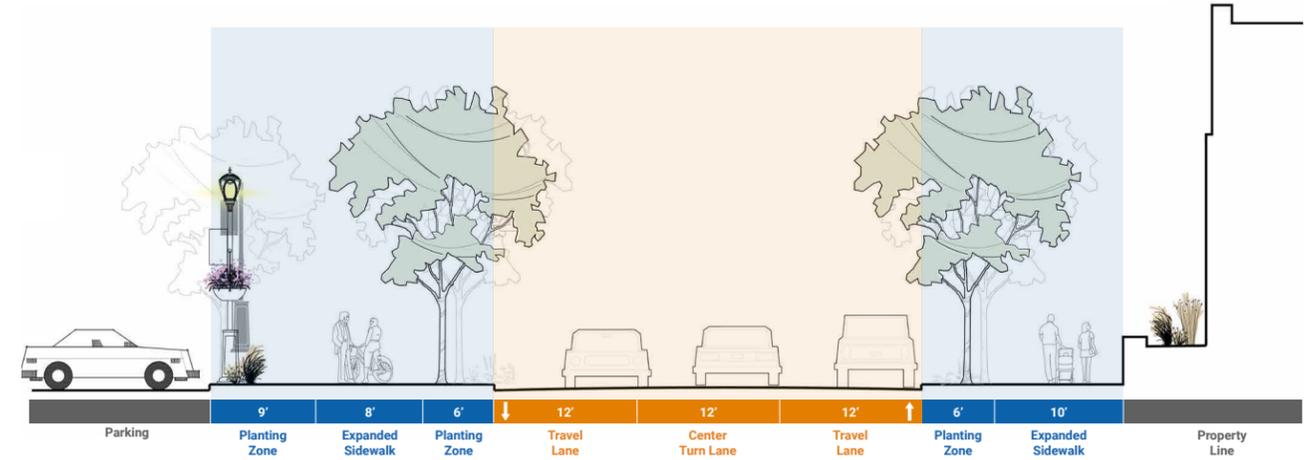
As part of the strategy to enhance the connection between the existing Market at the Square and Main Street, the street in front of Common Ground Co-Op is envisioned to be pedestrianized to facilitate a cohesive physical connection between those two destination points. Similar to Broadway Avenue between Main Street and Elm Street, the street would be raised to curb height, with the introduction of bollards to separate vehicular and pedestrian movements. Pavers consistent with those found in other proposed pedestrian area would indicate to vehicles that this is a shared space. This strategy also enhances the front door arrival to the Co-Op and offers a drop-off and pick-up location.

F VINE STREET:
BETWEEN ILLINOIS STREET AND GREEN STREET

EXISTING



PROPOSED

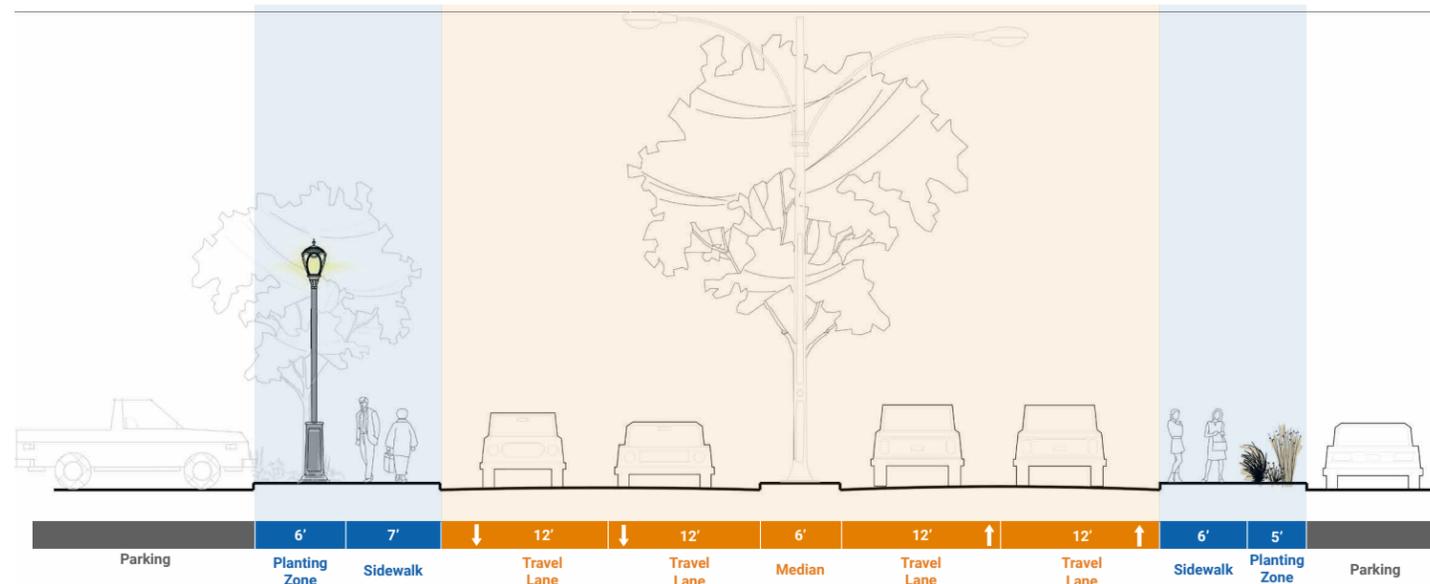


The current design of Vine Street encourages fast vehicular traffic and makes crossing the street difficult for a pedestrian. The proposed section envisions a three-lane street with two travel lanes and a center turn lane. A center median is also proposed at strategic locations to facilitate safe pedestrian mid-block crossings. This redesign of the street allows for expanded pedestrian and amenity areas on both the west and east sides, and more closely resembles the character of Vine Street south of Illinois Street.

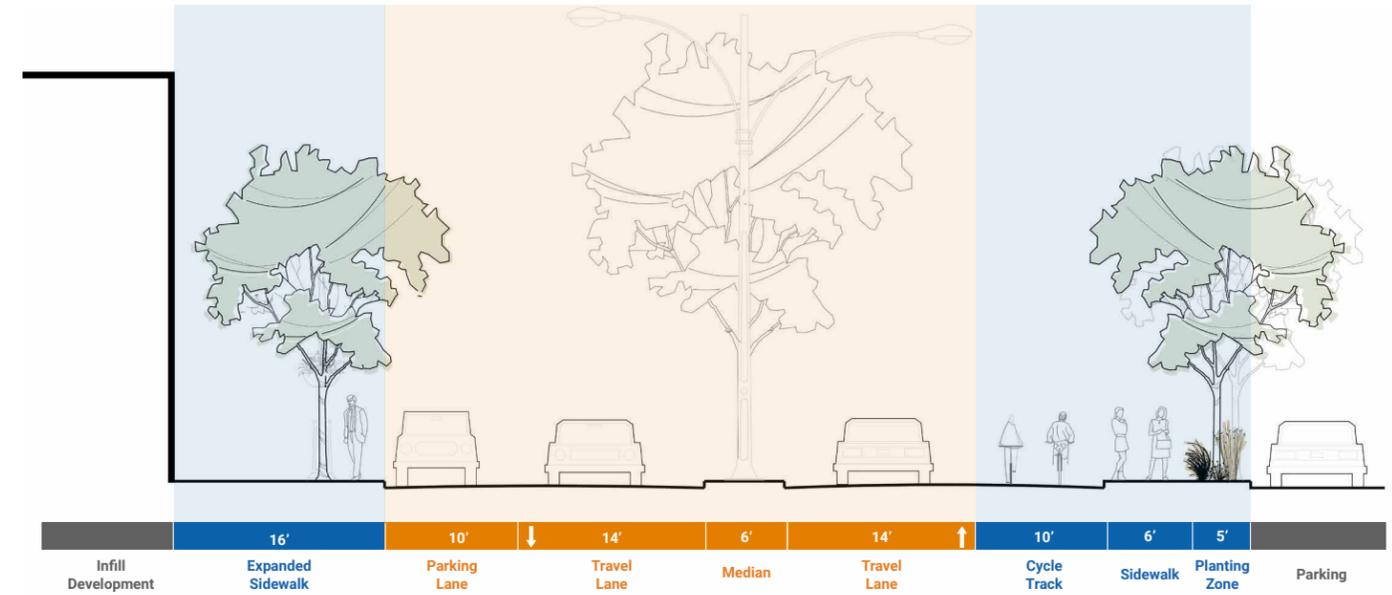
STREET REDESIGN AND LANE REALLOCATION - SECTIONS

G ILLINOIS STREET: BETWEEN WALNUT STREET AND VINE STREET

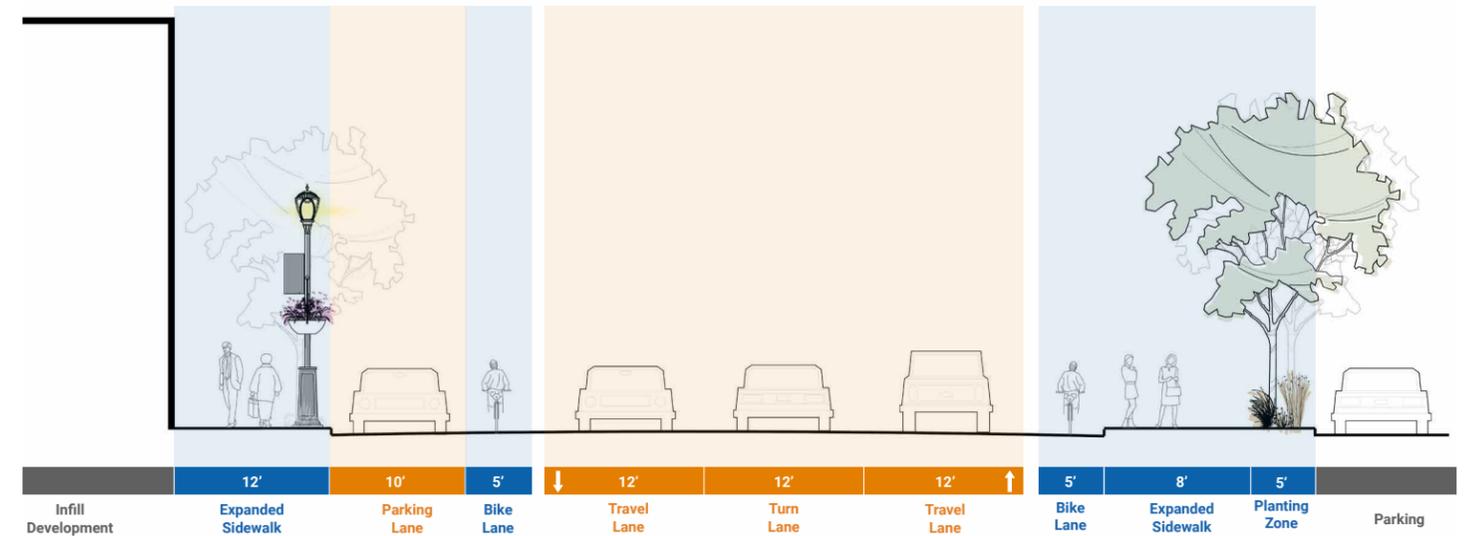
EXISTING



PROPOSED - OPTION ONE



PROPOSED - OPTION TWO



Illinois Street today, between Race Street and Vine Street, consists of two travel lanes in each direction and a center median with limited landscaping. The design of this street, like others, probably came about around the construction of Lincoln Square Mall to accommodate higher traffic volumes. While those traffic volumes may have been present in years past, they do not exist today, and Illinois Street between Race Street and Vine Street is oversized for current traffic volumes.

This plan provides two possible options for consideration. Option One proposes leaving the median in place and reallocating the function of lanes with no relocation of curbs necessary. A travel lane and parking lane are located on the west-bound side while a travel lane and cycle track are located on the east-bound side. On-street parking would support infill development located immediately to the north, and the cycle track would extend existing bike lanes on Race Street to the neighborhoods east of Vine Street.

Option Two completely redesigns the street with no median and relocated curbs. By doing so, a three-lane street is developed, with one travel lane in each direction and a center turn lane. This redesign also accommodates a bike lane in each direction and on-street parking along the north side of the street. By removing the median, existing landscape that currently only serves an aesthetic role would be relocated to each side of the street, increasing the amount of landscape overall, and serving as a functional streetscape element by providing shade for pedestrians.

IDENTITY AND WAYFINDING

While the unique character of Downtown signals a departure from surrounding areas and an arrival into Downtown, there is an opportunity for additional identity and wayfinding elements.

Urbana's established logo contains the icon of the oak leaf, a visual representation of the community's pride in being a 'Tree City USA.' Images A through C illustrate how that symbol of the oak leaf could be utilized in gateway and wayfinding signage.

BIG IDEAS SUPPORTED: 

A N VINE STREET - LOOKING SOUTH

Entering Downtown along Vine Street from University Avenue, there is a convenient location for gateway signage at the existing rail bridge. The structure itself serves as a defacto gateway, or moment of arrival, but lacks signage to truly serve that function. Image A illustrates a gateway element that arches over Vine Street. This sculptural element could include dynamic lighting elements, adding daily and seasonal variety to this main entry point into Downtown.



B W GREEN STREET - LOOKING EAST

Green Street is an important east/west connector from Downtown Urbana to the University of Illinois campus. There is a significant change in character along W Green Street between Race Street and Cedar Street, highlighting the difference between the Downtown district and the surrounding residential neighborhood. At the intersection of W Green Street and S Cedar Street, small columnar monuments - with the oak leaf etched into the stone - could be located to demarcate that arrival point into Downtown.



C N RACE STREET AT BONEYARD CREEK - LOOKING SOUTH

A strategic opportunity for gateway signage occurs where Boneyard Creek crosses under N Race Street. Existing limestone walls provide the foundation for the incorporation of the oak leaf and wayfinding signage. This strategy provides gateway signage for both the Downtown district as well as the Boneyard Creek trail system. This same opportunity also exists on Broadway Avenue.



D INTERSECTION OF ILLINOIS STREET AND VINE STREET

It is important for the Market at the Square to have its own identifiable brand; a node within a district. Image D depicts the symbol of the rooster, currently used in the market's branding efforts. The oversized rooster could be an instagrammable moment for the market and become an icon for the greater community. Architectural wall segments around the periphery of the market also define it as a special place and could incorporate the rooster symbol as well.



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4

SECTION FOUR / SHORT-TERM STRATEGIES

THE CURE FOR PLANNING FATIGUE IS ACTION

Over the years the City of Urbana has conducted multiple studies with findings and recommendations about downtown that have gone largely unfulfilled. While the intent of the current public realm study is to build off of all the previous work, it is also to make a difference by actively pursuing implementation.

The detailed review of previous planning documents shows that the challenges to downtown revitalization have not changed dramatically, but the willingness to move forward is present. From a Placemaking perspective, it is crucial that small steps be taken right away to make changes downtown. We've seen that downtown enjoys the benefits of a dedicated citizenry, of engaged business owners, and of various downtown stakeholders seeking to make a positive impact. Advisory committee and focus groups meetings have been well attended, with public workshops and online participation helping to complete the vision for the public realm downtown. This sustained and enthusiastic support demands a strategic response demonstrating that the City is listening and actively working for change. The exceptional measures taken during the COVID-19 pandemic, such as the fabrication and installation of "curbanas," and the Rose Bowl Outdoor Stage activation, are all steps in the right direction.

The Downtown Public Realm study seeks to provide a strong, people and place-oriented framework for improvements to the public realm, both in the short- and long-term. This framing will help stakeholders and residents better understand the strategic goals of the City's efforts, which may have been less clear with previous interventions.

This plan recommends a two-pronged implementation approach that most importantly includes short-term, lower cost strategic improvements that will inform and help evaluate long-term plans.

Communities everywhere struggle to do more with less. People crave places of meaning and beauty, and it is important to find fast, creative, and efficient ways to capitalize on local ingenuity to turn public spaces into treasured community places. Many of the best, most authentic, and enduring destinations in a town — places that keep locals and visitors coming back again and again and that anchor quality, local jobs — were born out of a series of incremental, locally-based improvements. One by one, these interventions built places that were more than just the sum of their parts.

The time is right to rethink the way that planners do development in Urbana. Short-term, "lighter, quicker, cheaper" (LQC) interventions are key to the incremental yet transformative value of Placemaking. The LQC approach is based on taking immediate small steps, using low-cost experiments and tapping into local talents.

One of the greatest advantages of Lighter, Quicker, Cheaper is the ability to create and test ideas immediately.



ABOVE: LQC MURAL ACTIVATION THAT LED TO PERMANENT IMPROVEMENTS BASED ON LESSONS LEARNED

LIGHTER, QUICKER, CHEAPER

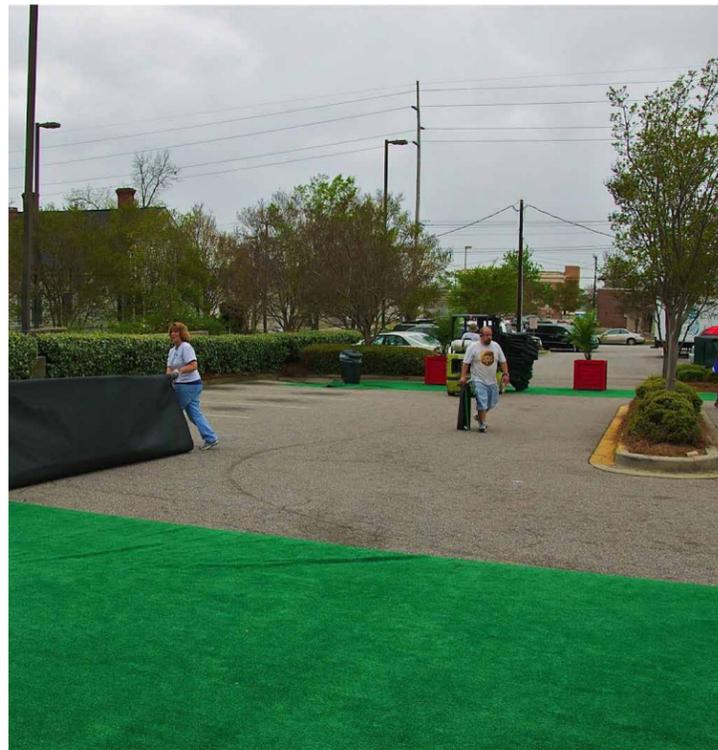
These smaller-scale steps can be implemented in a variety of environments downtown, including on streets, sidewalks, parking lots, and even buildings. The goal is to use LQC projects to quickly translate the community's desire for a central gathering space into reality and keep momentum going for a permanent solution. In this way improvements can be implemented at modest costs, evaluated, then modified and evolved based upon the community's response. Although a lighter, quicker, cheaper approach is not for every situation, in downtown Urbana there is a clear opportunity to create a temporary, locally-powered community gathering space in preparation for and in consideration of long-term development plans.

The Short-Term Strategies section of this report illustrates four alternative locations for a lighter, quicker, cheaper, and temporary gathering space, and one proposal for creating a gateway at 'The Triangle' of W Main Street and Springfield Avenue. All of these short-term proposals aim to achieve the following:

- bring critical mass of activities as close to the heart of Main Street as possible, in order to enhance the energy of the Downtown core;
- transform an underused parking lot into an exciting laboratory that residents and stakeholders can start using right away and see evidence that change can happen;
- represent an "action planning process" that builds a shared understanding of a place and goes beyond the short-term changes that are made;
- leverage local partnerships to ensure the Urbana community has greater involvement, resulting in a more authentic place;
- pioneer and evolve a new, more efficient, less labor-intensive, simplified permitting and coordination process for City Departments to use with downtown events and activations;
- encourage an iterative approach and an opportunity to experiment, assess, and evolve a community's vision before launching into major construction and long term development;
- create local jobs and incubate local entrepreneurs;
- provide an efficient, creative, hyper-local way to leverage Urbana's assets;
- deploy a place-by-place strategy that, over time, can transform all of downtown.

There are four core principles to ensure the success of short-term/LQC interventions in Downtown Urbana:

- Location, location, location!**
 The main purpose of creating a temporary gathering space downtown is to bring people together and create a critical mass at the right location. The closer to the core of downtown the activation is, the better its chance to have a real impact.
- 80% of the success of any public space is in its management.**
 With a temporary gathering space programming will be key, and in particular ensuring a healthy mix of self-directed daily activity and high quality, exciting programs and events that take place according to a predictable schedule. Successful activation should focus on both daily uses and special events, with attention given to different age groups and seasonal diversity.
- Add high-quality amenities for enhanced comfort and image.**
 Temporary furniture can be both polished and creative. This is a great opportunity to continue partnering with local artists and fabricators, in addition to purchasing quality, attractive furniture. Using landscaping and seasonal plantings is a great opportunity to bring color, comfort, interest, and seasonal changes. In addition, it is a way to let the City's Public Works department truly shine with their outstanding landscaping work.
- Evaluate and improve constantly.**
 LQC improvements are intended to be an experiment, and it is paramount to observe closely, continuously evaluate, and fine-tune the place. Don't be afraid to admit if something isn't working, and make changes!



ABOVE: PROJECT FOR PUBLIC SPACES' OUTSIDE THE BOX PROGRAM WITH REDBOX, BROUGHT PROGRAMMING AND AMMENITIES TO COMMUNITY LIBRARIES. PARKING LOTS WERE ACTIVATED WITH ARTIFICIAL TURF AND ACTIVITY TO TRANSFORM THE EMPTY SPACE INTO A PLACE FOR COMMUNITY GATHERING AND FUN.



Gathering Space



Small Modular Stage



Painted Games



Lawn Games

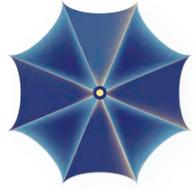


Temporary Games



Temporary Green Space

RECOMMENDED TEMPORARY GATHERING SPACES



- 1** OPPORTUNITY ONE:
BUSEY BANK PARKING LOT
- 2** OPPORTUNITY TWO:
HOTEL PARKING LOT
- 3** OPPORTUNITY THREE:
COUNTY PLAZA PARKING LOT
- 4** OPPORTUNITY FOUR:
ROSE BOWL STAGE
- 5** OPPORTUNITY FIVE:
OFF WEST MAIN
- 6** OPPORTUNITY SIX:
TRIANGLE AT W. MAIN &
SPRINGFIELD AVE

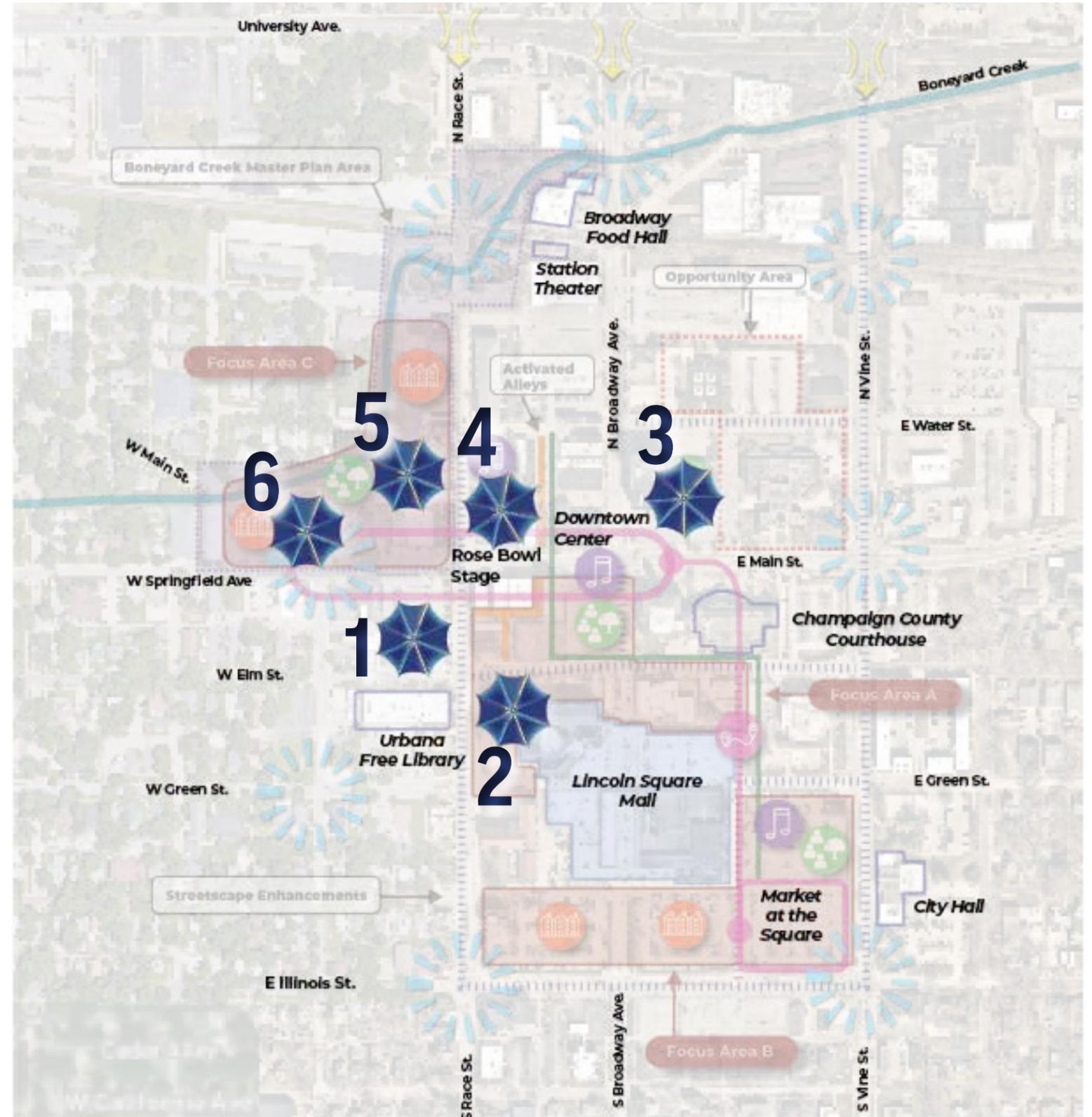


FIGURE 4.1: RECOMMENDED TEMPORARY GATHERING SPACES OVERLAYED ON OVERALL PUBLIC REALM STRATEGIES MAP

**TEMPORARY GATHERING SPACE OPTION ONE:
BUSEY BANK PARKING LOT**

Option One proposes to create a temporary gathering space in the Busey Bank parking lot at the corner of Main Street and Race Street.

Location:

From a location perspective, this is the 100% corner of downtown Urbana, an ideal site for a community gathering place. The proximity of the Urbana Free Library and active businesses along both Main Street and Race Street make this a very attractive location. Clearly, the feasibility of this proposal depends on Busey Bank's interest and willingness to give up half of its parking lot for this temporary use. It is clear that Busey Bank has always been very community-minded and has welcomed events in its parking lot in the past. With that in mind, this proposal explores converting the north half of the parking lot into a gathering space, while keeping the south side as parking, including ADA, close to the front door.

Program and activities:

This transformation would focus on daily, self-guided activities, such as eating breakfast and lunch outdoors, as well as using lawn and painted games for entertainment and engagement. Programmed events would include small gatherings such as toss bag, foosball, chess games and tournaments, outdoor exercise like yoga or zumba, bike tours and rides, as well as potential activities spearheaded by the library like author readings, maker sessions, book club meetings, and other simple activities.

For larger programmed events — live music, outdoor movies, arts and crafts markets, and seasonal celebrations — the space would expand temporarily into the south side of the parking lot, locating the stage and support items on the days of these special events. This gathering place would not be large enough to accommodate the Farmers Market, and should be treated primarily as a community activated space.

Audiences:

Programs and daily activation should focus on the under-served groups that seek to engage with downtown - for example middle and high school students on weekday afternoons, graduate students in the evenings, families with children on weekends.

Amenities to support activities:

This LQC installation proposes to reuse the curbanas the City already owns, using them to create protected seating areas. In addition, a seating patio with movable tables, chairs, umbrellas for shade, and potentially loungers could create an inviting plaza near the Busy Bank building. The rest of the parking area should be transformed for activities with:

- a ground mural, that could include art, chess, hopscotch, and other painted elements;
- a small astro-turf area for informal seating, picnics, bean bags, hammocks, and other comfortable and creative amenities;
- part of the astro-turf could be used for lawn games like bag toss, lawn bowling, etc. with the games made available at the library next door;
- the turf can also be used as a seating area for small events, with or without a stage;
- a portable or modular stage can be used for events.

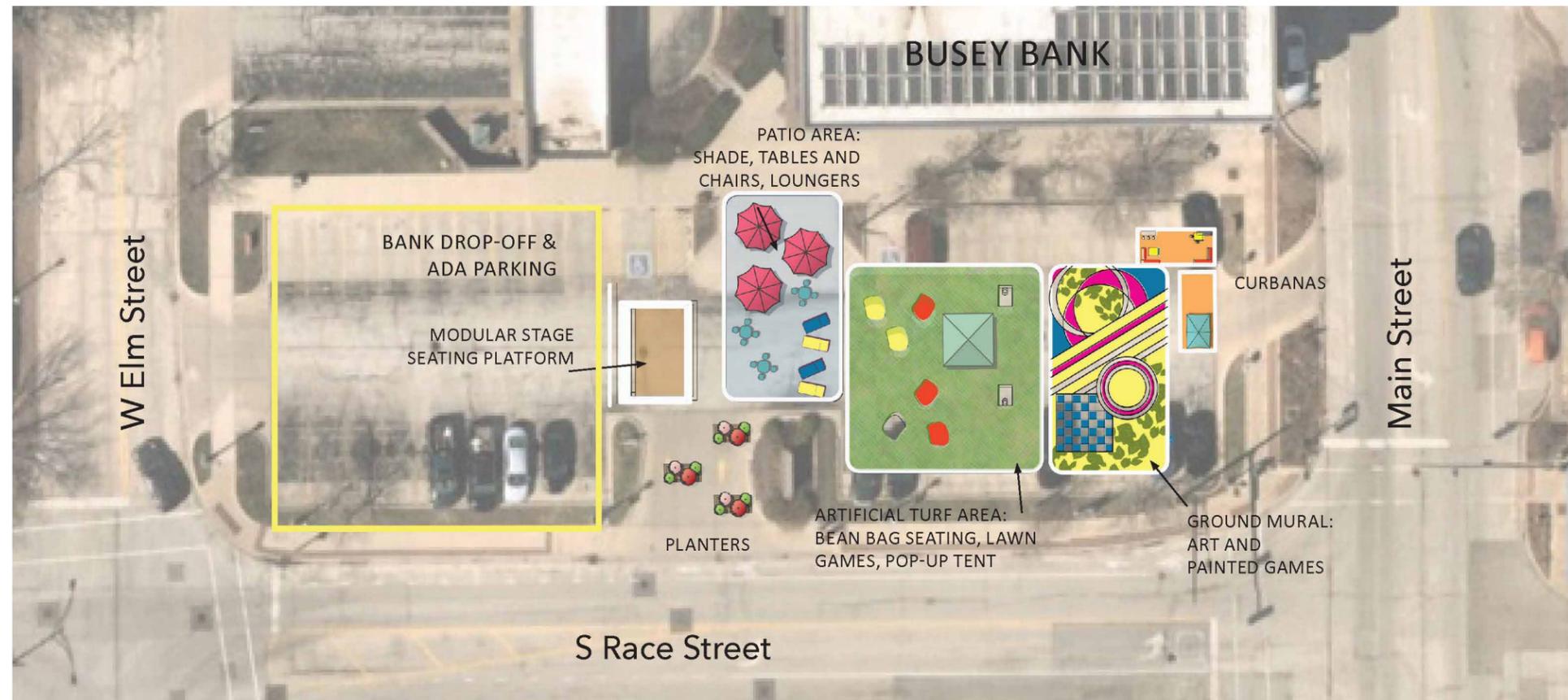


FIGURE 4.1 / TEMPORARY GATHERING SPACE - OPTION ONE: BUSEY BANK PARKING LOT



TEMPORARY GATHERING SPACE OPTION TWO: HOTEL PARKING LOT

Option Two locates a temporary gathering space in the Hotel parking lot, near the intersection of Race Street and W Elm Street.

Location:

While this location is a block away from downtown's 100% corner, it is still a central location that would add critical mass to Main Street. The proximity of the Urbana Free Library directly across Race Street is a plus, and can help enhance the pedestrian connection to the Library. The feasibility of this proposal depends on the Hotel's needs, and could explore an exchange with the City. Specifically, an agreement with the City could allow the Hotel to use the parking garage for its guests. Such an activation would create an attractive public space at the Hotel's front door instead of a boring parking lot. ADA parking and drop off would still be available on the south side of the lot.

Program and activities:

Daily, self guided activities would be the foundation of this activation, similarly to Option One. The location closer to the library offers an opportunity for more library-related activities, either by library staff, or informally by library users. The space allows for larger programmed events, like live music, outdoor movies, arts and crafts markets, and seasonal celebrations to take place within the temporary space.

This gathering place may also be able to accommodate the Market at the Square if the entire parking lot is used; further study could assess that potential. It may be appropriate to experiment with specialty markets such as Flower and Plants Market, or Arts and Crafts first to evaluate functionality and feasibility.

Amenities to support activities:

This LQC installation proposes to reuse both the large and small curbanas the City already owns, locating them to create protected seating areas. The parking area should be transformed for activities by incorporating:

- a large chess or checkers board either painted on the ground or installed on a simple platform;
- two small astro-turf area for informal seating, picnics, bean bags, hammocks, and other comfortable and creative amenities;
- an astro-turf/or painted area to be used for lawn games like bag toss, giant jenga, connect 4, etc. with the games made available at the library (the turf could also be used as a seating area for small events, with or without a stage);
- permanent outdoor ping pong and/or foosball tables;
- potential for a simple skateboard rail or portable ramp to attract teens;
- a portable or modular stage for events;
- a food truck dining area with picnic tables and umbrellas.
- As an experiment, this site also allows for an area permanently dedicated to engaging group games like mini-golf (lawn bowling or bocce/petanque could also be used instead) to provide lasting attraction.

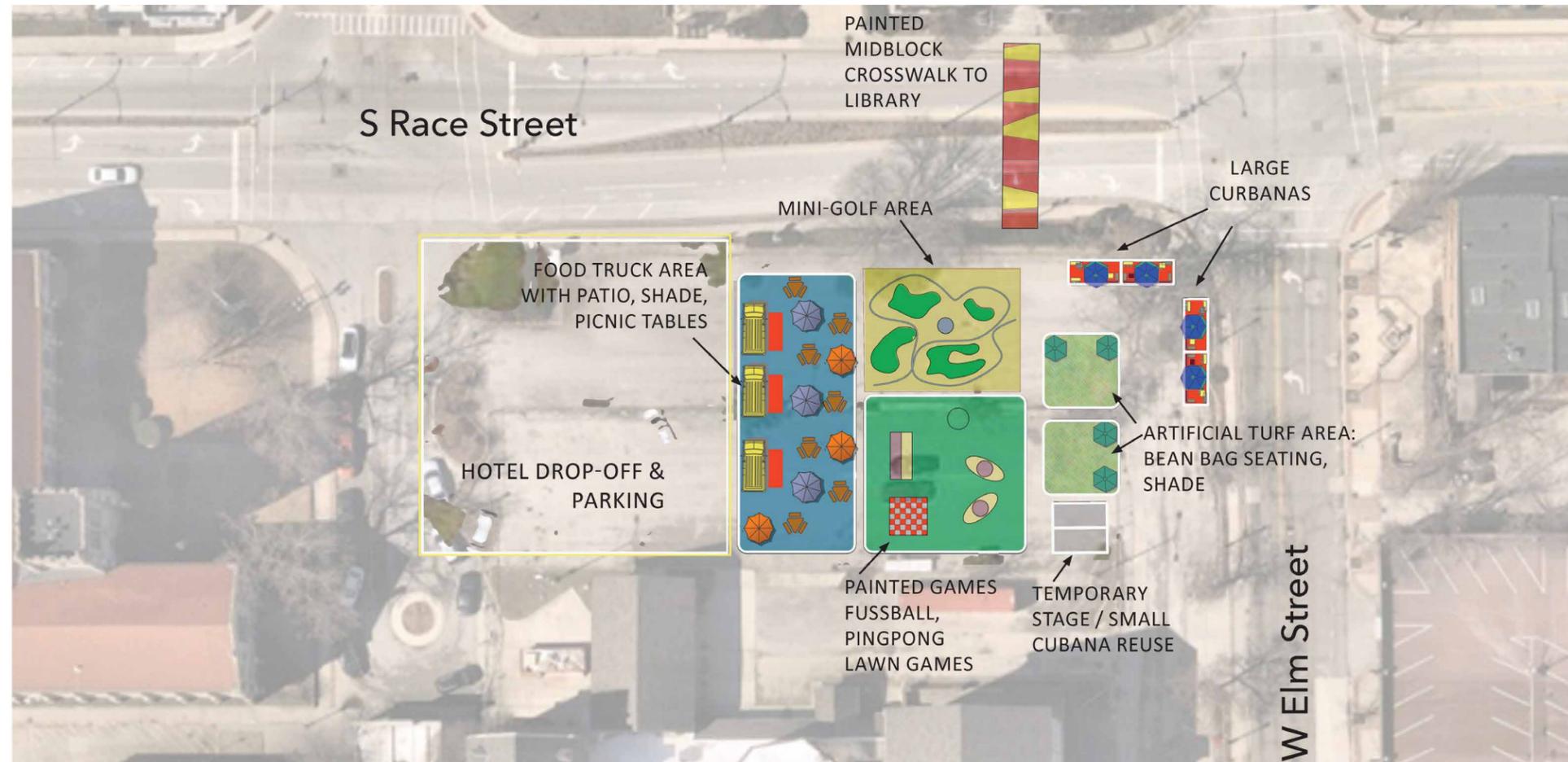


FIGURE 4.2 / TEMPORARY GATHERING SPACE - OPTION TWO: HOTEL PARKING LOT



ABOVE: TYPES OF TEMPORARY USES

**TEMPORARY GATHERING SPACE OPTION THREE:
COUNTY PLAZA PARKING LOT**

Option Three locates a temporary gathering space in the County Plaza parking lot, at the intersection of Main Street and Broadway Avenue.

Location:
This is a highly visible, central location that would add critical mass to Main Street, albeit a block away from its main corner. An important benefit of this location is that County Plaza and its parking lot is publicly owned, and the County will be moving employees back into the building in the next year. The feasibility of this proposal depends on the County's needs, but as an experiment this location could function well at least for a year, until renovations of the building are completed and all employees have moved into their downtown offices.

The scale of the space allows for the parking lot near the corner of Main Street and Broadway Avenue to be transformed into a gathering space, while the west side of the parking lot would only be used for special events requiring "expanded" activity space like concerts, movie nights, food truck rallies, and specialty markets. Outside of these events, parking on the west side will be available.



FIGURE 4.3 / TEMPORARY GATHERING SPACE - OPTION THREE: COUNTY PLAZA PARKING LOT

**TEMPORARY GATHERING SPACE OPTION FOUR:
ROSE BOWL STAGE**

Option Four locates a temporary gathering space in the parking lot next to the Rose Bowl Stage Area, at the intersection of Race and Water Streets.

Location:
This is a smaller space than the others proposed, and is one block away from Main Street. The location reduces visibility from the center of activity, but does have some advantages as well:

- The parking lot is City property and would not require negotiations with other entities or substantial parking swaps;
- There is great potential for synergies and seamless programmatic and physical connections with the Rose Bowl Stage, which is already a great success downtown.

The size of the lot would not allow for larger events, but modest events such as food truck rallies could use curbside parking and the open seating available in the space. This location is a good place to experiment with activities and simple amenities for families with children (such as an imagination playground, or kid-oriented programming) building specifically off the music and entertainment scene, and offering an appropriate space for young families and youth. While connections with the Library are not as direct here, opportunities should be explored for daily self-directed programming.

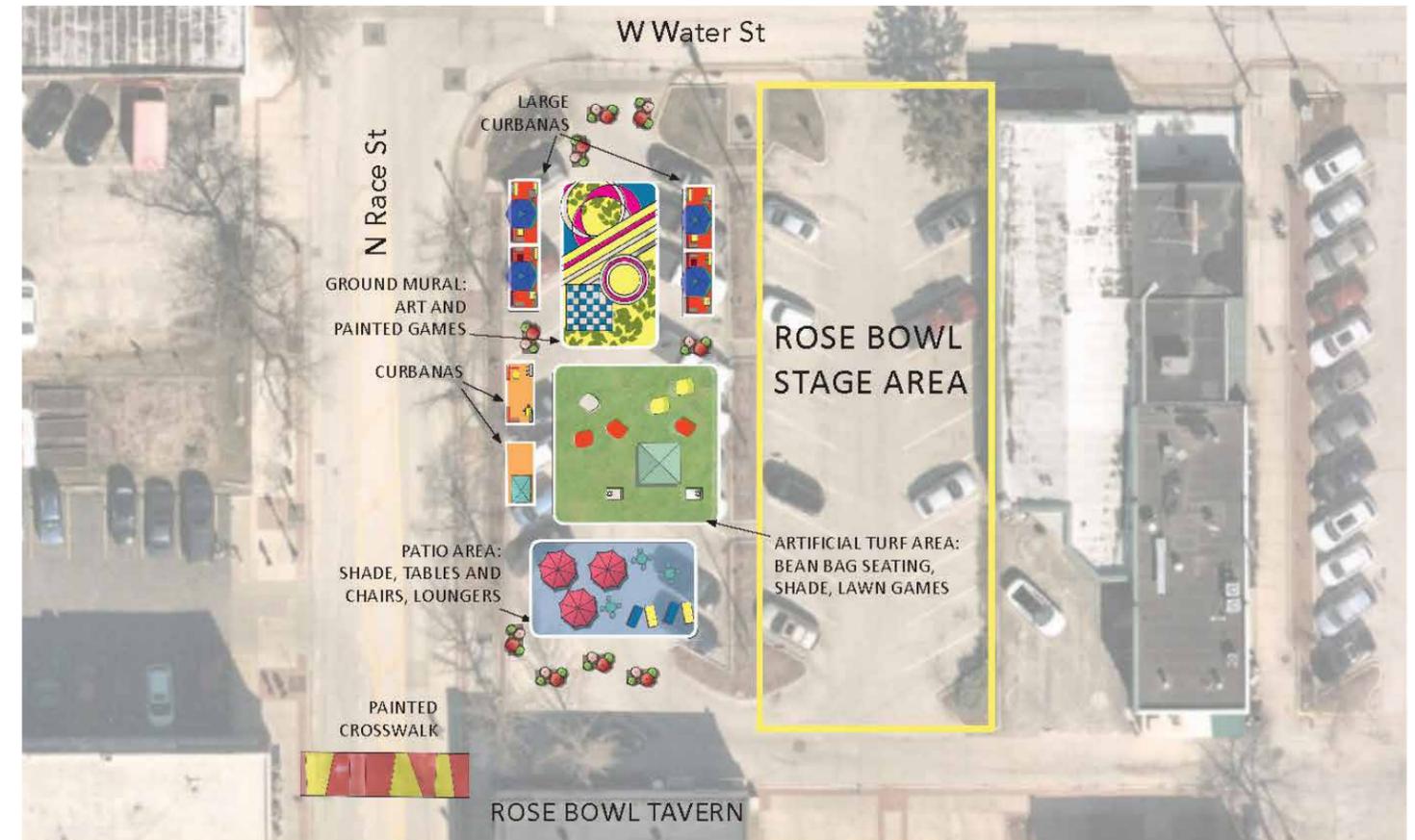


FIGURE 4.4 / TEMPORARY GATHERING SPACE - OPTION FOUR: ROSE BOWL STAGE

**TEMPORARY GATHERING SPACE OPTION FIVE:
OFF WEST MAIN STREET**

Option Five locates a temporary gathering space in the parking lot off W Main Street next to 300 W Main Street.

Location:

This is a long narrow space with reduced visibility from the center of activity on Main Street. The site's advantages include:

- The parking lot is City property and would not require negotiations with other entities or substantial parking swaps;
- The site abuts Boneyard Creek and has been shown in multiple plans as a potential gateway to the area;
- The site can also provide a connection to the proposed triangle gateway at W Main and Springfield, creating in the long term a true sense of entry and departure for Downtown in the long term.

The size and shape of this space would not allow for all the larger events that could be accommodated at other locations, but there is strong potential to use it in conjunction with the triangle gateway. The potential for greening, gardening, and environmentally friendly features using the existing green space leading to the creek also adds some advantage. If this site were selected, special effort would have to be made to assure good visibility to expand the space's presence onto Main Street.

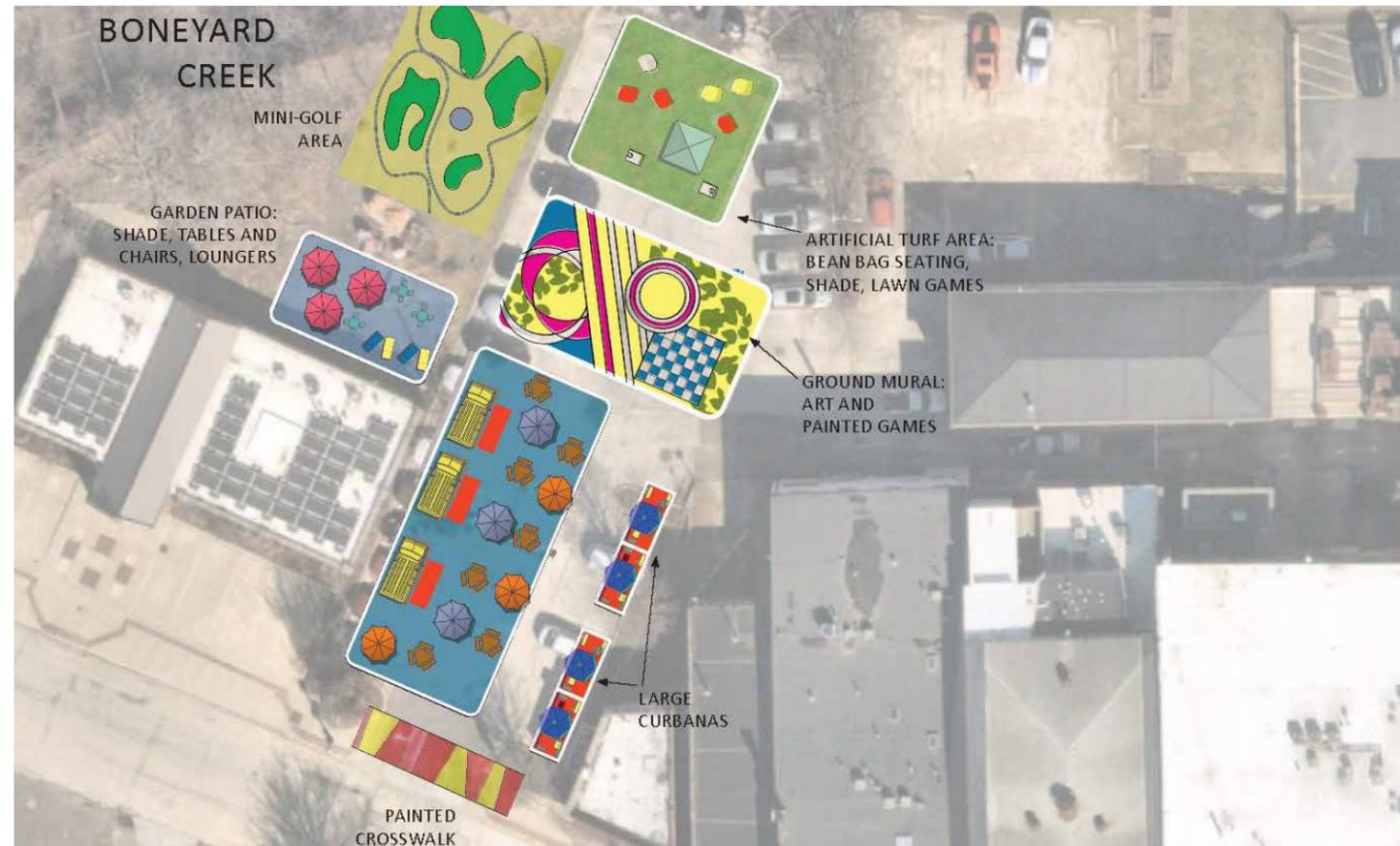


FIGURE 4.5 / TEMPORARY GATHERING SPACE - OPTION FIVE: OFF WEST MAIN STREET

**TEMPORARY GATHERING SPACE OPTION SIX:
TRIANGLE AT WEST MAIN STREET AND SPRINGFIELD AVENUE**

A temporary gateway triangle at W Main Street and W Springfield Avenue could function as a proof of concept for a larger gathering space. Transportation and public works departments around the country have been creating such spaces in recent years, so there are many exciting examples to use for inspiration. This proposal would require redirecting Main Street westbound traffic onto Springfield Avenue, and potentially relocating eastbound turns through the Firestone building's parking lot. This area could use all the existing curbanas to create protection from traffic and should highlight the work of local artists with an exciting ground mural to delineate the space. The existing islands with mature trees can offer natural shade making for a pleasant seating area. The space would function as a gateway into downtown from the west, and as a gateway into the residential neighborhood from the east.



FIGURE 4.6 / TEMPORARY GATHERING SPACE - OPTION SIX: TRIANGLE AT WEST MAIN STREET AND SPRINGFIELD AVENUE

5

SECTION FIVE / IMPLEMENTATION

IMPLEMENTATION STRATEGY

The Urbana Downtown Public Realm Study envisions a future for Urbana that emphasizes the best parts of the city - the alleys, the Market at the Square, music venues, and the artistic community - while reactivating spaces that need extra attention. However, with any large-scale changes to a cityscape, the coordination of people and resources to realize this vision will also require a certain amount of financial support as well. The individual pieces will harmonize into a cohesive orchestration of downtown life, but the components will occur in phases depending upon where energy and funds are channeled.

Many factors will determine the implementation order of the various strategies. This plan serves as a guide for the City to follow in order to bring the community's collective vision for Downtown Urbana to fruition. Implementation will require strategies for four key factors:

- **Consistency of leadership**
- **Funding**
- **Partnerships**
- **Phasing**

LEADERSHIP

One of the biggest challenges for the successful implementation of a long-range plan like this is maintaining support and momentum through the changes of leadership that could occur over the time needed to fully implement the vision. In gathering public support, political will, partnerships, and funding options, it is crucial that a designated staff member or City department consistently manages the process, monitors the various moving parts, coordinates with Downtown residents and businesses, and remains the long-term champion of the plan to maintain forward momentum.

FUNDING

Traditional funding sources such as TIF and BID districts and CDBG grants are outlets the City should explore for funding the various elements presented in this plan. Public space improvements, roadway realignment projects, streetscape enhancements, and general maintenance of streetscape environs can all benefit from the funding provided by these strategies. However, more creative outlets will likely be necessary to acquire funds to implement this plan. For example, there are resources designated for active transportation-related projects that should be explored. Public/private partnerships would help ease the public financial burden of projects such as the options for the Downtown parking garage coupled with private development.

It is important to note that the infill development illustrated in the concept plans will be privately constructed, and the ultimate scale and type of those developments will depend greatly on economic and market forces. The City should consider partnering with developers when strategically advantageous for all parties involved.

PARTNERSHIPS

This plan is for Downtown Urbana as a whole, and will take the cooperation and coordination of all interested businesses, property owners, community members, and other leaders within the City to become fully realized. Throughout the planning process, stakeholders such as business leaders, City Council members, and community leaders have been engaged and part of the discussions and concept-building. Partners include the Urbana Free Library, the Rose Bowl, the Urbana City Council, Champaign County, Cinema Gallery, University of Illinois - Urbana-Champaign, Norden at Home, Urbana First United Methodist Church, Baldarotta's, H2O Salon, Cafe & Co, etc., Folk n Roots Festival, Applied Pavement Technology, Inc., and Cloud Mountain Kombucha. Discussions were also conducted with Busey Bank, Lincoln Square Mall, and Market on the Square.

The City of Urbana can collaborate with key property owners to develop partnership agreements. Options include:

- Long term leases
- Use of public easements
- Memorandum of Understanding
- Agreements on specific days/months/weeks set aside for regular or special uses and activities the partner needs
- Maintenance agreements
- Notification of closed streets, temporary parking measures, signage, etc. for special events

PHASING

It is likely that opportunities to act on each concept will not happen in a linear, orderly fashion, and the various strategies of this project will not occur simultaneously. In the following section, each concept is broken down into its component parts with a rough cost estimate of each in order to gauge the feasibility of individual pieces. Each of these parts can be constructed separately, making it possible for an overall transformation to occur gradually as different resources are gathered.

This plan can be used as a marketing tool to encourage outside funding of the proposed concepts. The City can also identify parts of each concept which require public funds, and develop a funding strategy for those through the existing budgeting process, or other means.

IMPLEMENTATION OPTIONS

FOCUS AREA A: DOWNTOWN CORE

There are three concepts outlined for Focus Area A — the blocks just north of Lincoln Square Mall — including Elm Street, Race Street, Broadway Avenue, the existing parking structure, and Crane and Fish Alleys. These concepts center around the parking garage at Broadway Avenue and Elm Street, examining the possibilities and explore the following considerations:

- The garage remaining
- The removal of half of it
- Its entire demolition.

In all three concepts, there would be new pedestrian access, plaza space, and new street furniture with varying degrees of activation opportunities. With the complete removal of the garage, there would be space for a new outdoor performance and event venue.

FISH & CRANE ALLEY IMPROVEMENTS

- Alleyway improvements
- Landscaping/Lighting
- Seating

BROADWAY PEDESTRIAN IMPROVEMENTS

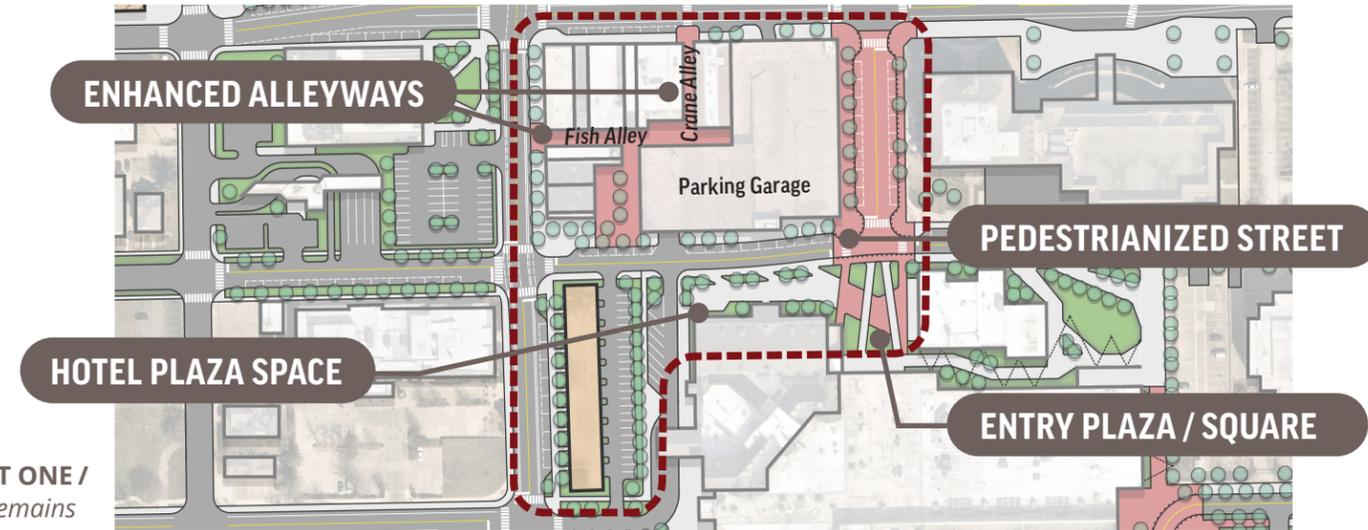
- Pedestrianized street
- New sidewalks
- Streetscape/Lighting/Landscaping

HYBRID/CENTRAL PLAZA

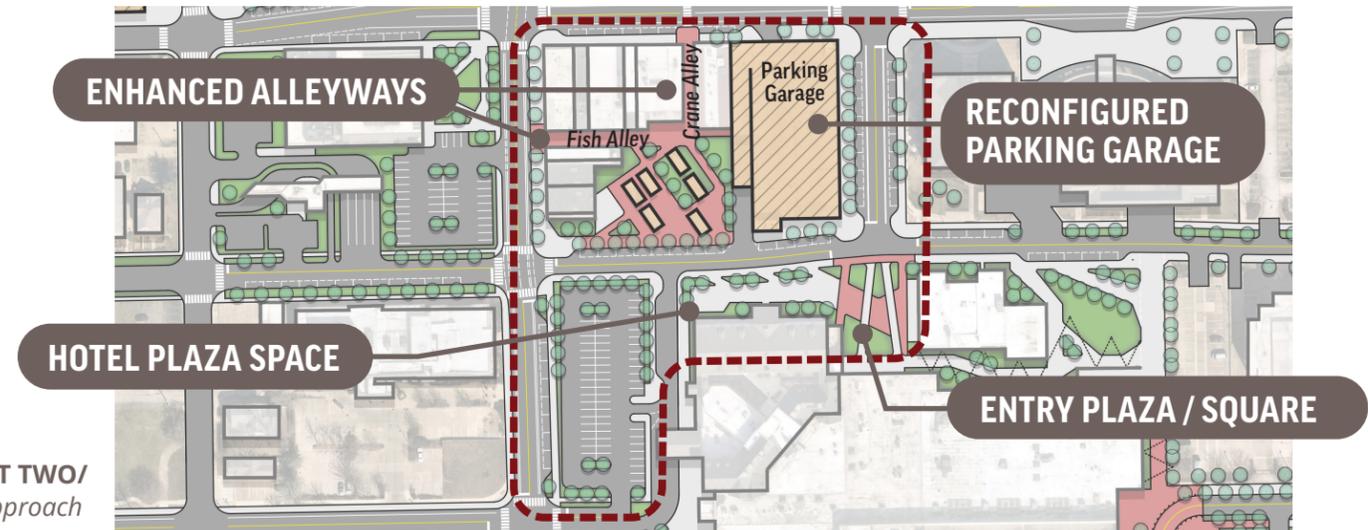
- Alleyway improvements
- Flexible plaza space w/seating
- Partial parking garage removal
- Landscaping/Lighting
- Shade structures

CIVIC SQUARE

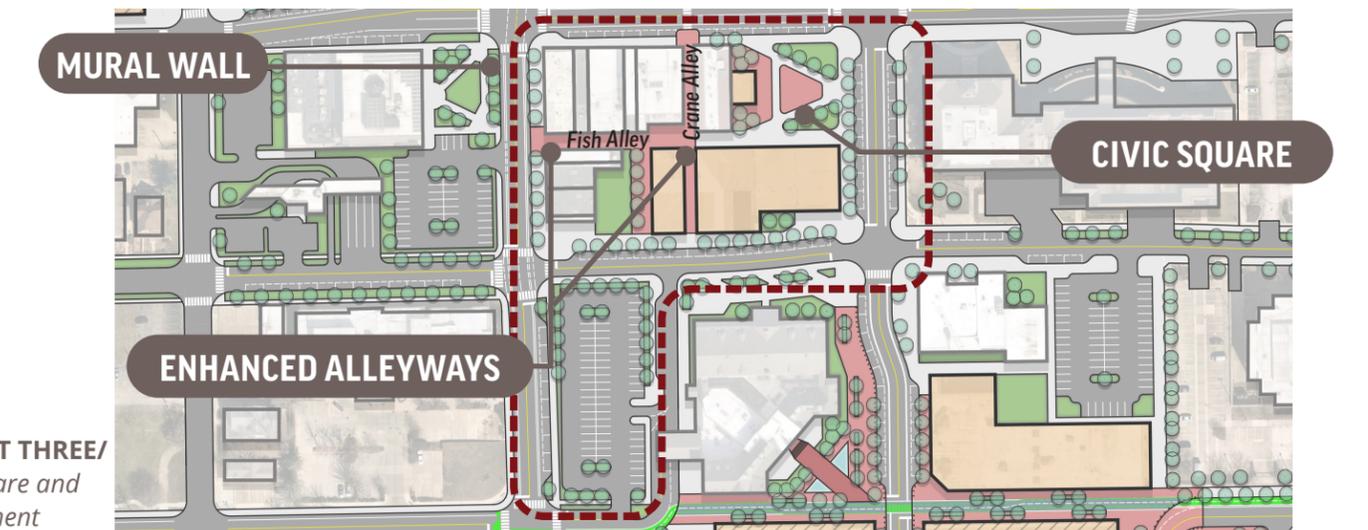
- Alleyway improvements
- Entire parking garage removal
- Stage/Performance Area
- Civic square w/seating and signage
- Landscaping/Lighting



CONCEPT ONE /
Garage Remains



CONCEPT TWO /
Hybrid Approach



CONCEPT THREE /
Civic Square and
Development

IMPLEMENTATION OPTIONS

FOCUS AREA B: SOUTH LINCOLN SQUARE

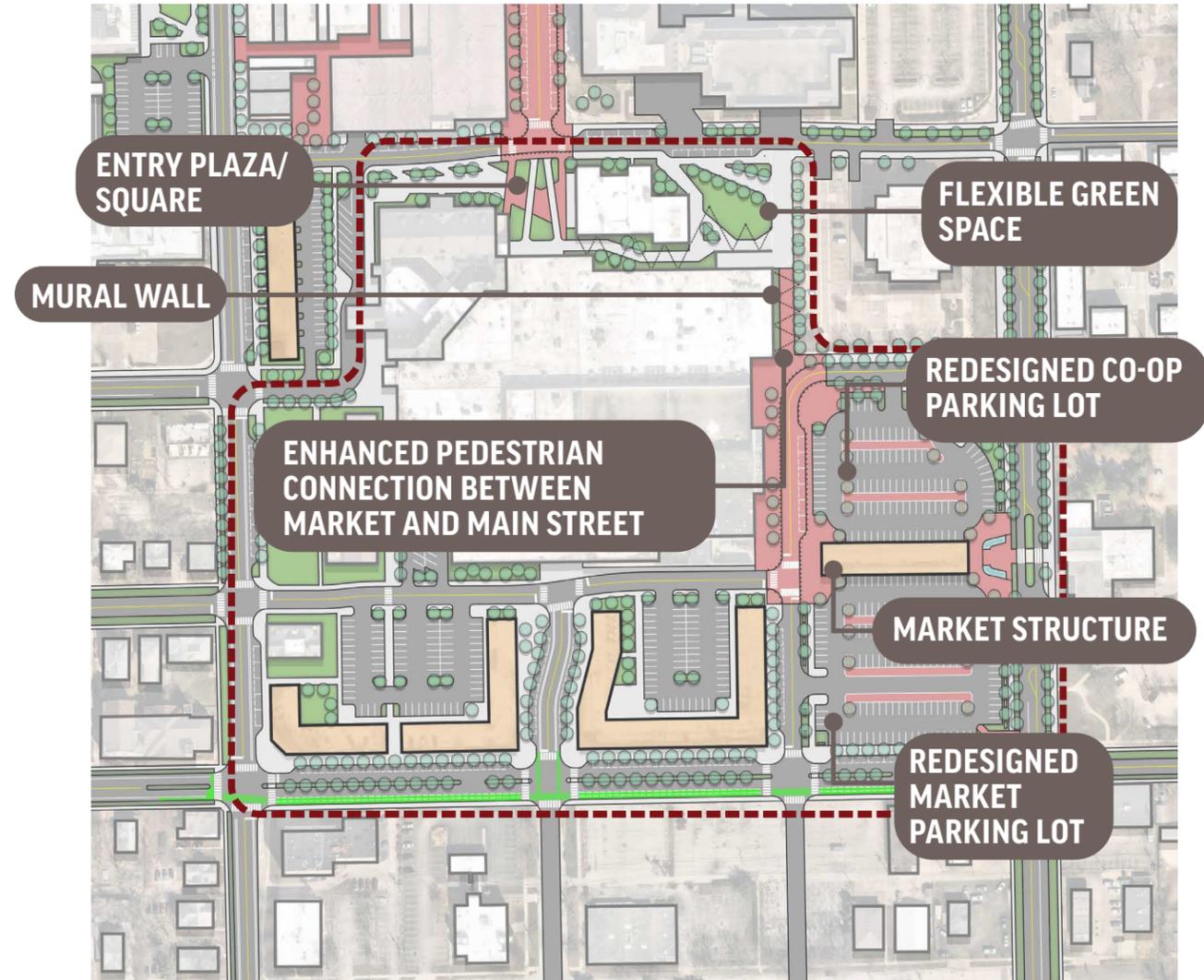
Focus Area B concentrates on the parking lots surrounding the south and east sides of Lincoln Square Mall, imagining the addition of multi-family housing, a community green space, and a permanent space for the Market in place of the underutilized surface parking lots.

INDEPENDENT MEDIA CENTER IMPROVEMENTS

- Demolition
- IMC Plaza improvements (paving, seating, etc.)
- IMC flexible green space
- Landscaping
- Lighting
- Murals

MARKET/PARKING IMPROVEMENTS

- Demolition
- Market shed structure w/ability to enclose
- Pedestrian street in front of Common Ground
- Redesigned market parking lot
- New sidewalks and streetscapes
- Lighting
- Landscaping
- Iconic sculpture and signage



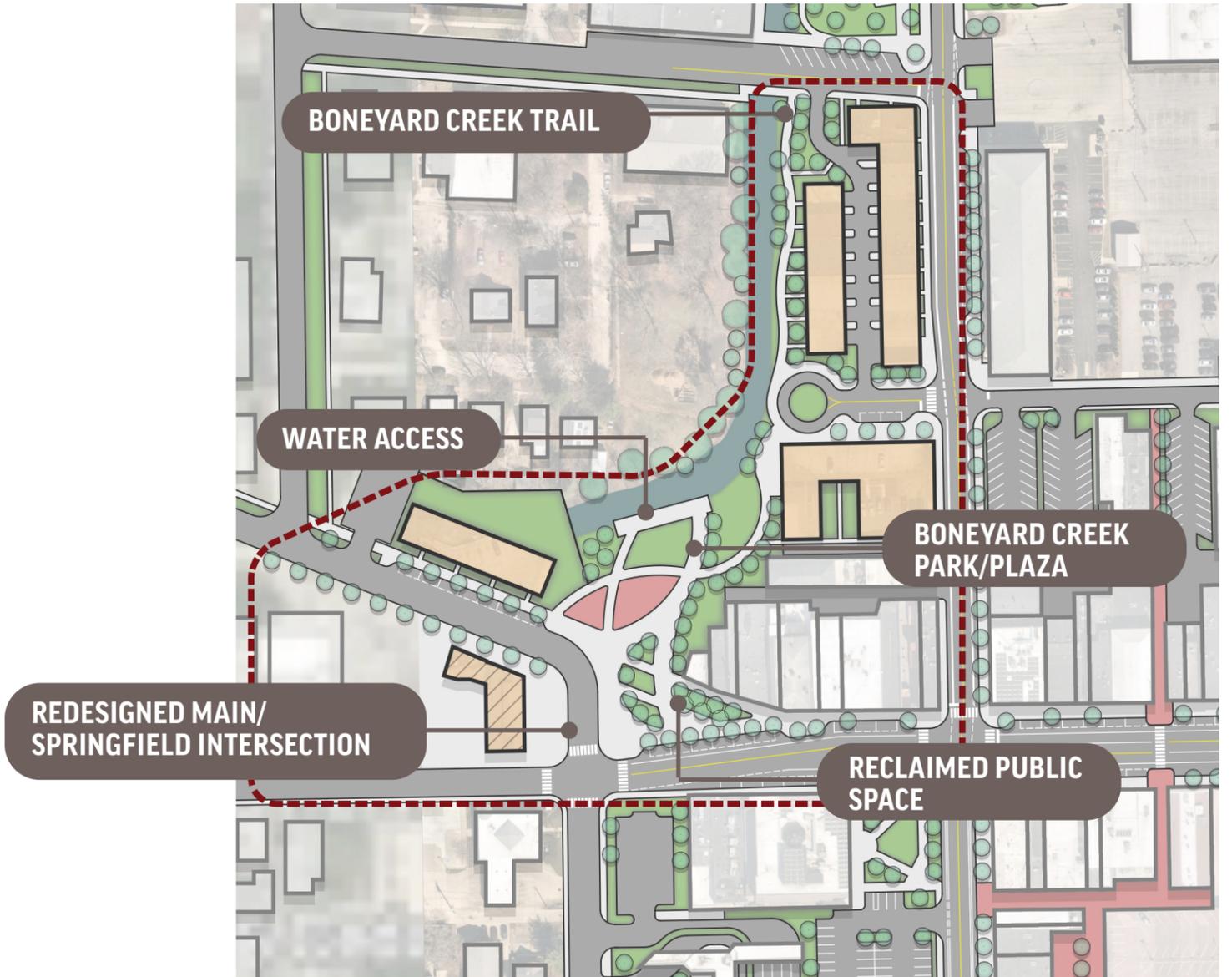
IMPLEMENTATION OPTIONS

FOCUS AREA C: THE TRIANGLE

The intersection of W Main Street and W Springfield Avenue, known as 'The Triangle', along with its proximity to Boneyard Creek, offers an opportunity for spatial reconfiguration and the potential development of a terraced landscape and an outdoor patio dining space on a new plaza.

THE TRIANGLE

- Realigned intersection of Main and Springfield
- New sidewalks and streetscape
- Reclaimed public space (outdoor patio dining space)
- Boneyard Creek Improvements (seating, activation, etc.)
- Landscaping/Lighting



FUNDING SOURCES - FOCUS AREAS

AREA	CONCEPT	EST. COST	POTENTIAL FUNDING SOURCES	PARTICIPANTS
FOCUS AREA A	1 FISH AND CRANE ALLEY IMPROVEMENTS	\$500,000-600,000		City and Public/Private Partnerships
	2 BROADWAY AVENUE PEDESTRIAN IMPROVEMENTS	\$1,500,000-2,000,000		City, MTD*, County
	3 HYBRID/CENTRAL PLAZA	\$3,000,000-3,500,000	AARP**	City, MTD*, Public/Private Partnerships
	4 CIVIC SQUARE	\$5,500,000-6,500,000	AARP**	City, MTD*, Public/Private Partnerships
FOCUS AREA B	1 IMC*** IMPROVEMENTS	\$1,800,000-2,200,000		City, IMC***, Lincoln Square Mall
	2 MARKET/PARKING IMPROVEMENTS	\$8,800,000-9,400,000		City, Market at the Square, Lincoln Square Mall
FOCUS AREA C	THE TRIANGLE	\$4,000,000-4,500,000	AARP**	City, Public/Private Partnerships, Property Owners

*Champaign-Urbana Mass Transit District
 **American Association of Retired Persons
 ***Urbana-Champaign Independent Media Center

STREETSCAPE RECOMMENDATIONS

A dense and walkable urban environment in Downtown Urbana is possible with changes such as widening sidewalks, reducing turn lane radii at intersections, and improving the pedestrian realm with street furniture, lighting, and trees. This plan proposes a series of street modifications to reallocate lanes or redesign streets to balance the needs of automobile traffic with pedestrian and bicycle activity.

Prior to moving forward with any major street/streetscape improvements, a comprehensive streetscape master plan should be developed. Many of the streets currently consist of attractive streetscape elements. However, some landscaping and seating could be added or replaced.

Additionally, the Public Realm Study recommends widening sidewalks in some locations to allow more space for pedestrian activation of storefronts in the form of café seating and expanded walking space. The costs associated with such improvements vary widely based on the extent of above grade improvements, as well as any resultant underground utility or storm sewer modifications.

Until such evaluation and conceptual study is completed, it is difficult to determine an order of magnitude cost. However, historic cost data indicates basic streetscape improvements such as added landscaping and street furnishings can range from \$300,000 to \$500,00 per city block (based on the approximate length of blocks in Downtown Urbana).

When projects incur sidewalk and curb improvements, street lighting, and other improvements, the costs vary widely and can range from \$1,000,000 to \$1,500,000 depending upon unknown underground improvements and other street repairs that may be incurred.

IMPLEMENTATION

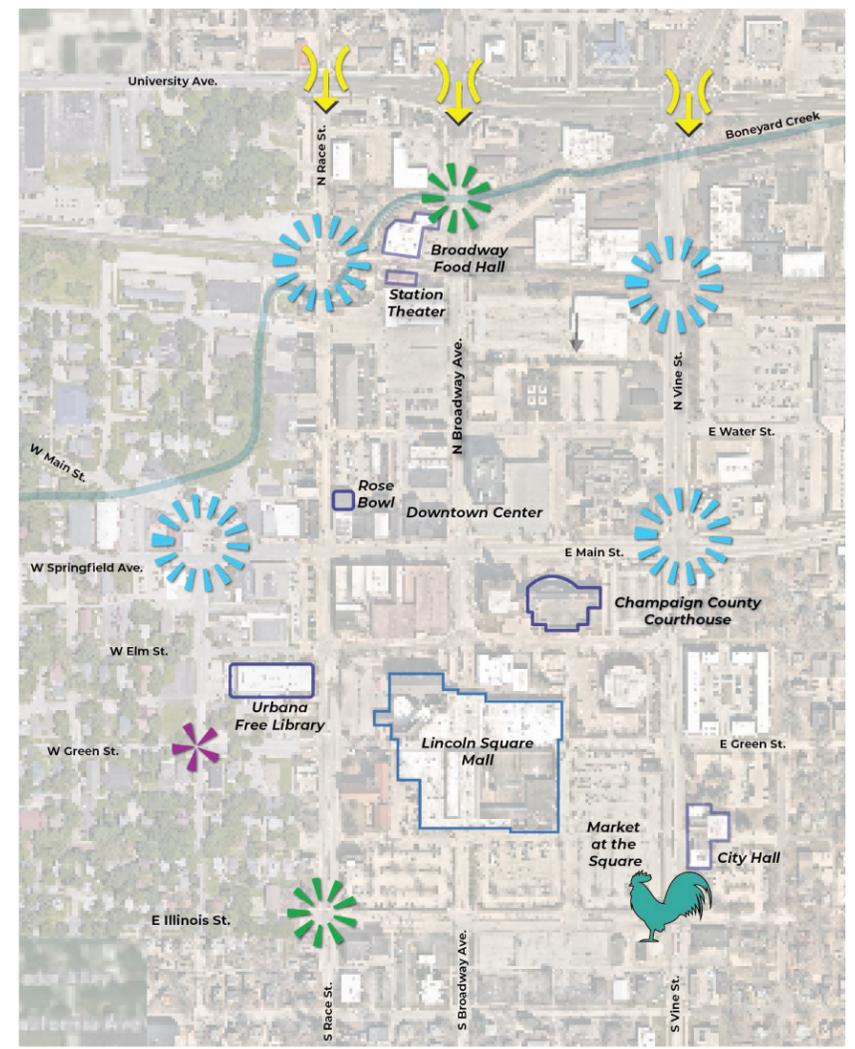
FUNDING SOURCES - IDENTITY & WAYFINDING

Physical markers such as gateways, columns, and public art can emphasize a cohesive downtown identity for Urbana. On the periphery of the Downtown core, there is opportunity for identity and wayfinding elements that will indicate an arrival into the central node of the city. These would build upon the wayfinding opportunities outlined in the 2012 Wayfinding & Signage Plan.

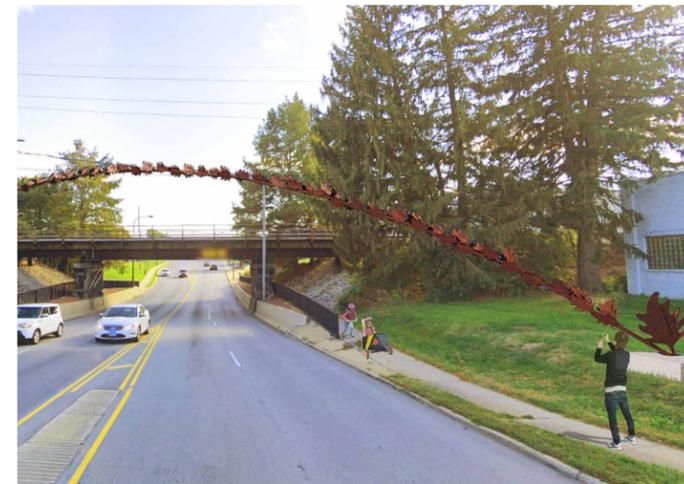
These features can vary significantly in design style, scale, and materials. Similarly, costs will vary, depending upon the ultimate design for the locations identified in the plan. While each location can be designed with unique features to fit the context, there should be a level of consistency throughout to reinforce the image and identity of Downtown.

LEGEND

-  Primary Gateway
-  Secondary Gateway
-  Small/Neighborhood Gateway
-  Signature Market Sculpture
-  Identification/Wayfinding



ELEMENT		EST. COST	POTENTIAL FUNDING SOURCES	PARTICIPANTS
PRIMARY GATEWAY		\$350,000-500,000		City, Public/Private Partnership, Artistic Collaboration
SECONDARY GATEWAY		\$125,000-150,000		City, Public Works
SMALL/NEIGHBORHOOD GATEWAY		\$15,000-20,000 each		City, Public Works
SIGNATURE MARKET SCULPTURE		\$350,000-500,000		City, Artist, Market at the Square
IDENTIFICATION/WAYFINDING SIGNS		---		City, Public Works, Local Organizations



Primary Gateway



Secondary Gateway at Broadway Avenue & Boneyard Creek



Small/Neighborhood Gateway



Signature Market Sculpture

IMPLEMENTATION

LIGHTER, QUICKER, CHEAPER DECISION MATRIX

In order to guide the City of Urbana’s decision-making, we’ve developed the following evaluation matrix weighing each of the potential sites where a temporary, low-cost, high-impact public gathering place could be created with some modest investments in amenities and site repair. The matrix takes into account a number of factors including site size, location, edge uses, linkages to other destinations, ownership, potential for converting into a long-term capital improvement, and so on.

The matrix is color coded with a numeric rating ranging from 4 (green) - excellent opportunity to 1 (dark yellow) - poor opportunity. This rating system generates a score to guide the city’s choice, but other factors are also listed in the matrix that are not included in the scoring section of the matrix but should be taken into account.

This matrix will assist the City with selecting the site, or sites, for “lighter, quicker, cheaper” improvements to create an experimental public gathering space that

engages residents and visitors, supports the businesses in the commercial core, and strengthens the linkages between Main Street and the Market at the Square in the Lincoln Square Mall parking lot. It is recommended that one site be selected for a public gathering space and most investments be made in that site to get the biggest “bang for your buck,” while additional locations could be considered for larger, spill-over events, or special weekend uses.

SITE	SITE SIZE (SQ. FT.)	LOCATION	EDGE USES	LINKAGES TO OTHER DESTINATIONS (EXISTING & PROPOSED)	POTENTIAL FOR LONG-TERM CONVERSION	GATEWAY	SITE OWNERSHIP
BUSEY BANK PARKING LOT	10,000	At 100% corner	Street & Bank. Active uses across Main Street and Race Street.	Excellent connectivity, could become central hub	Moderate, will involve purchase, land swap or POPS* arrangement with bank.	Major gateway to Downtown	Busey Bank
HOTEL ROYER PARKING LOT	18,500	One block off Main Street, limited visibility	Streets & Hotel. Parking garage & alley across Elm Street. UFL** across Race Street.	Moderate connectivity	Moderate, will involve purchase, land swap or POPS* arrangement with Hotel.	No	Hotel Royer
LOT NEXT TO ROSE BOWL STAGE	7,200	One short block off Main Street	Street, Alley & Rose Bowl Stage.	Moderate connectivity	High	Gateway to entertainment	City of Urbana
COUNTY PLAZA PARKING LOT	22,000	On Main Street - Main Street & Broadway Avenue	Streets & County Plaza. Courthouse across Main Street.	Good connectivity, could re-center hub & connect better to the Mall	Low, County will probably keep ownership	Gateway to commercial core	Champaign County
OFF WEST MAIN PARKING LOT	11,000	W Main Street, limited visibility		Limited connectivity, mostly to future improvements to Boneyard Creek	High, desirable with potential improvements to Boneyard Creek	No	City of Urbana
WEST MAIN STREET TRIANGLE	6,000	W Main Street & Springfield Avenue	W Main Street & Springfield Avenue	Good connectivity	High	Major gateway to Downtown	City of Urbana / State DOT?
URBANA FREE LIBRARY GARDEN LOT	10,000	Two blocks off Main Street, @ Race Street & Green Street, limited visibility	UFL, Race Street	Moderate connectivity, could capitalize on street infrastructure and connection to Campus, but visibility from Main Street is limited.	High	Major gateway to Green Street and to Campus	UFL**/City of Urbana

	Excellent Opportunity		Moderate Opportunity
	Good Opportunity		Poor Opportunity

* Privately Owned Publicly-Accessible Spaces

**Urbana Free Library

LIGHTER, QUICKER, CHEAPER (CONT.)

SITE	REQUIRES PARKING SWAP FROM CITY	SCORE	SITE ACCESS	IMMEDIATE PROGRAMMING PARTNERS	SITE PREP NEEDED	COMMENTS (FROM ADVISORY COMMITTEE AND OTHERS)
BUSEY BANK PARKING LOT	Possibly	20	Good if Bank interested		Minimal	Space could expand for larger events to around 18,000 sq ft including both sides of the existing parking lot along Race Street. Available for special events outside of business hours.
HOTEL ROYER PARKING LOT	Yes	10	Good if Hotel Royer interested	UFL	Minimal	
LOT NEXT TO ROSE BOWL STAGE	No	23	Good	Rose Bowl	Minimal	Possibility for overflow with Matt Choi's space across the street.
COUNTY PLAZA PARKING LOT	Possibly	17	Conflict with building renovation schedule	County?	Minimal	Space may become available for use after building renovation is complete in late summer 2024.
OFF WEST MAIN PARKING LOT	No	18	Good		Minimal & moderate for dirt areas	Space could expand into grass area leading to the creek to about 15,000 sq ft. Ownership of grassy area?
WEST MAIN TRIANGLE	No				Minimal	
URBANA FREE LIBRARY GARDEN LOT	No	24		UFL	Moderate for grass lot, bike rack area will need to be redesigned as well.	Good size space with potential to expand for larger event to 17,000 sq ft by taking over the rest of the parking on the east side of the driveway.

 Excellent Opportunity	 Moderate Opportunity
 Good Opportunity	 Poor Opportunity

* Privately Owned Publicly-Accessible Spaces

**Urbana Free Library

LIGHTER, QUICKER, CHEAPER AMENITY SAMPLE BUDGETS

The following spreadsheet is broken down into three levels of activation to guide budgeting. The same amenities are priced for each level with differing quantities. These sample budgets used lower-priced amenities to kick-off a Lighter, Quicker, Cheaper activation. Descriptions and links for each piece, as well as more permanent higher-end options, are available to view and utilize in the airtable at this link*. You can also use these pieces for inspiration to fabricate locally. This activation is a partnership-building opportunity to engage local creators, artists, and the university. They can paint cornhole games and picnic tables, build stage modules, and craft custom signage. Making the project a community effort will build local buy-in and foster stewardship.

ITEM	PRICE (PER UNIT)	QUANTITIES FOR SMALL LQC SITE	SMALL TOTAL	QUANTITIES FOR MEDIUM LQC SITE	MEDIUM TOTAL	QUANTITIES FOR LARGE LQC SITE	LARGE TOTAL
SHADE	\$590	3	\$1,770	3	\$1,770	9	\$5,310
BISTRO SET (TABLE+2 CHAIRS)	\$119	8	\$952	8	\$952	12	\$1,428
LOUNGERS	\$595	4	\$2,380	4	\$2,380	4	\$2,380
INFLATABLE LOUNGER (BEANBAG-ESQUE)	\$89		\$0.00	5	\$445	6	\$534
ARTIFICIAL TURF (12'X18' ROLL)	\$496		\$0.00	1	\$496	2	\$992
GROUND PAINT (PER SQ FT)	\$3.50	2,000	\$7,000	3,000	\$10,500	6000	\$21,000
LAWN GAMES	\$100.00		\$0.00	4	\$400	8	\$800
PICNIC TABLES	\$515.00		\$0.00		\$0.00	13	\$6,695
MOVABLE STAGE	\$10,324		\$0.00	1	\$10,324	1	\$10,324
PLANTERS	\$116	6	\$696	4	\$464	9	\$1,044
POP UP TENT	\$200		\$0.00	1	\$200	1	\$200
MARKET LIGHTS	\$30	1	\$30	1	\$30	2	\$60
TOTAL			\$12,828		\$27,961		\$50,767

<https://airtable.com/shrMMYY3yGSpEN8wi/tblgRx0SyUitxbvrt>

6

SECTION SIX / APPENDIX

STAKEHOLDER INTERVIEWS & FOCUS GROUPS

During the initial visit to Urbana, as well as follow up interviews and focus groups over zoom, the planning team spoke with more than 45 community members and stakeholders to gain an inside perspective on Downtown Urbana as a place for business, culture, entertainment, and engagement. The community is the expert, and these discussions allowed direct feedback from people that know their specialty areas best, and that may not be able to get into the necessary detail in a larger, more diverse meeting. These interviews included the following focus groups:

- Downtown Business Focus Group
- City Focus Group
- Property Owners Focus Group
- County/District Focus Group
- Three Arts and Events Focus Groups

DISCUSSION FINDINGS

CHALLENGES

Outward facing

- Downtown needs to re-assert its identity and define itself
- Was known for art and live music venues, but venues have dwindled
- It is not attractive to a younger, more diverse audience, students, young professionals, young families with kids, people of color
- The Market doesn't have the impact on Downtown it should have
- Difficult to know operating hours of shops

Internal

- Lack of organized relationship between Downtown merchants and city
- Municipal rules and regulations are seen as cumbersome and impeding creativity and new ideas
- Municipal staff feels overwhelmed by the work of organizing/regulating/running events
- The University is separate, siloed, and does not connect to Downtown physically nor programmatically

Built environment

- Too much surface parking owned by the City
- Lack of housing
- Lack of a Downtown gathering space outdoors and indoors
- Poor or insufficient connections to Boneyard Creek and other parks

OPPORTUNITIES

- Capitalize on what is already Downtown
- Capitalize on public ownership of parking lots to create a Downtown gathering space
- Fresh wave of new bar owners bring innovation to bar and music scene
- Lunch/daytime food and beverage options can get better with city hall, county, and student audiences
- Identify and market an identity for Urbana (potentially around arts, live music, creativity, and a Downtown incubator for small businesses to start and experiment in a bureaucracy-free zone)
- Reconnect with and recruit Downtown businesses that support the new identity
- Capitalize on low barrier to entry business opportunities for experimentation
- Develop a stronger connection with the University, including:
 - *Physical* – gateways into Downtown; Green Street; transit
 - *Programmatic* – authentic events, food, coffee shops
- Develop a strategy to capitalize on the popular Market on the Square, including:
 - Consider relocation
 - Improvements of current location
 - Linkages to Main Street and Coordination with Main Street businesses to ensure they are open during Market hours
 - LQC: Consider a pilot program with temporary staff (i.e. students) that focuses on programming on Main Street that connects to the Market on Saturdays (i.e. Detroit chalk festival, immersive street performances leading ppl to Main Street, treasure hunts, etc.)
- Do not lose momentum on arts and events
- Consider a carefully selected program of events, potential to focus on regular events
- Improve fantastic existing arts program and arts with DEI for the city, and better educate public works on the arts program
- Create and simplify clear guidance and process for permitting

BENEFITS OF GREAT PLACES

A downtown public realm with great places makes good business sense when they are creatively used and managed. A vibrant plaza or an active, pedestrian-friendly Main Street contribute directly to customer satisfaction and ultimately enhance the experience of downtown.

A successful public space can help reduce downtown vacancy rates. Collaborating with tenants and community partners around programming and management of downtown spaces helps build trust and strong ties with potential funders, merchants and stakeholders. Eventually it can help to offset operational costs.

Successful, active public spaces have been shown to increase the property value of surrounding buildings, and can have substantial long-term effects. Thus investment in creating and managing such an attractive downtown destination is also an investment in preserving and enhancing the value of downtown long into the future.

BENEFITS OF GREAT PLACES



ENGAGEMENT FINDINGS

WALKING GROUP BIG IDEAS

THE TRIANGLE

- Become a food truck space
- Address missing sections of sidewalk
- Improve connection/gateway to Boneyard Creek
- Improve vacant storefronts and utilize empty lots
- Slow down traffic
- Become two-way gateway downtown and neighborhood connection to campus

ALLEYS

- Add floor and wall murals
- Add better and more consistent lighting
- Create communal trash service at better locations
- Add signage and wayfinding
- Promote connections, especially to the Hotel
- Use as an area for food trucks

CONNECTION BETWEEN MARKET ON THE SQUARE AND DOWNTOWN

- Add wayfinding/visibility to promote this easy, short route
- Paint a walkway and murals to make this feel less like a “glorified wide alleyway” through the backs of buildings
- Clean up “visual junk”
- Add lighting along on the ‘yoga walk’ connection to the parking lot
- Use music, food, and other vendors along the route after Market hours to connect the spaces
- Use parking lots as temporary activation spaces

BONEYARD CREEK TRAIL

- Add a flexible storage space
- Host more events
- Add welcoming entrances
- Improve access from Broadway Food Hall
- Create walking path to Campus and Leal Park
- Create an established Founder’s Park
- Add a pedestrian bridge over the Creek near Patterson Park

ONLINE MAP SURVEY

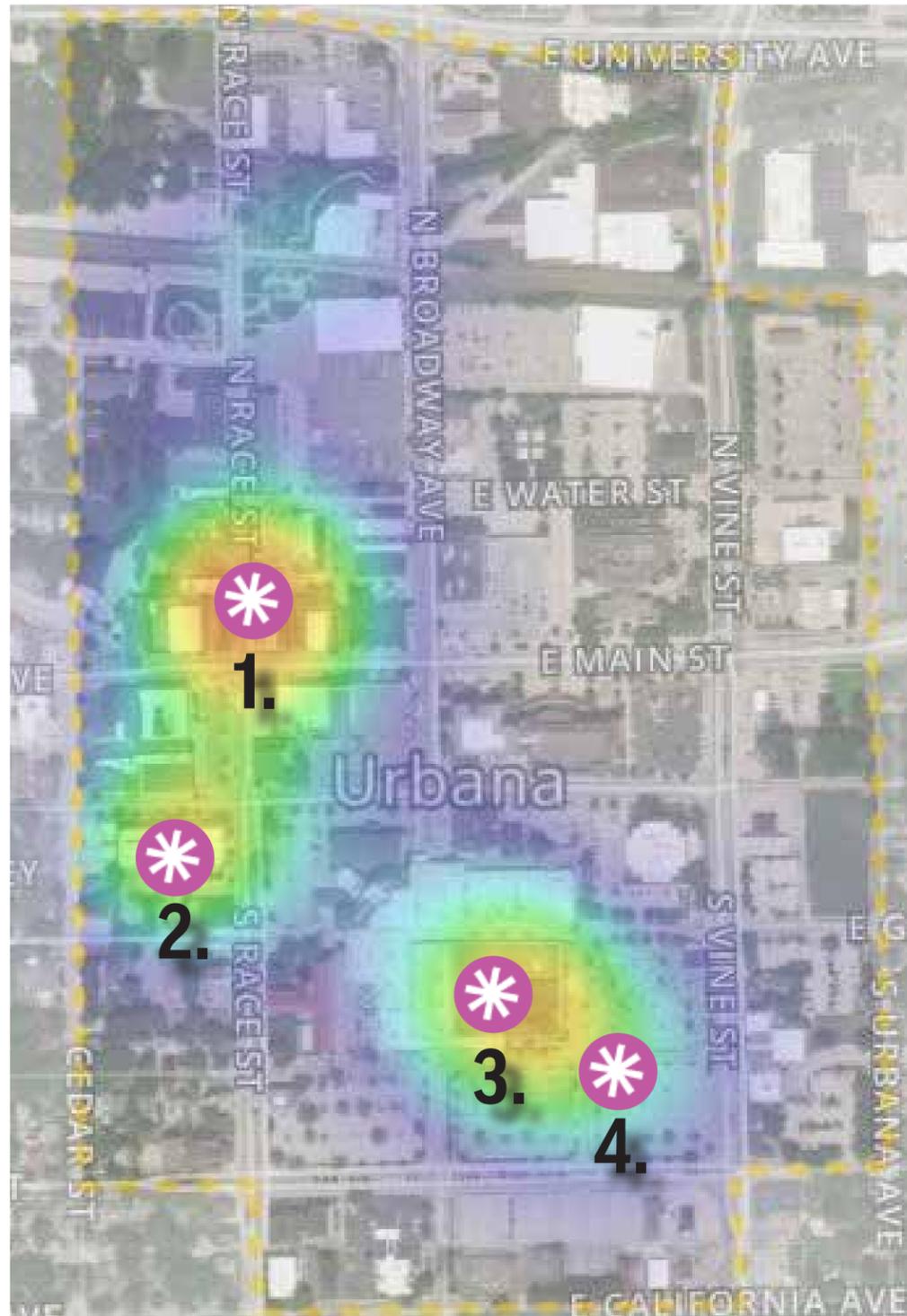


1. THE ROSE BOWL

- *We love the parking lot outdoor music venue during the summer that is inclusive and family-friendly.*
- *Great gathering space that feels aligned to community with so many different events*
- *Love the events, the parking lot tent, and the people!*
- *The Rose Bowl has done more to invigorate downtown Urbana than anything else.*
- *Rose Bowl is a huge asset to Urbana.*

2. THE LIBRARY

- *The library is an incredible community resource and, from a purely aesthetic standpoint, stunning.*
- *The library is the jewel of downtown.*
- *My family loves the library, and we can always find bike parking!*



3. THE MALL

- *I love Lincoln Square! It is the heart of downtown Urbana.*
- *This whole mall is fantastic.*
- *I love Lincoln Square Mall! It's such a cozy space for creatives on campus.*

4. THE MARKET AT THE SQUARE

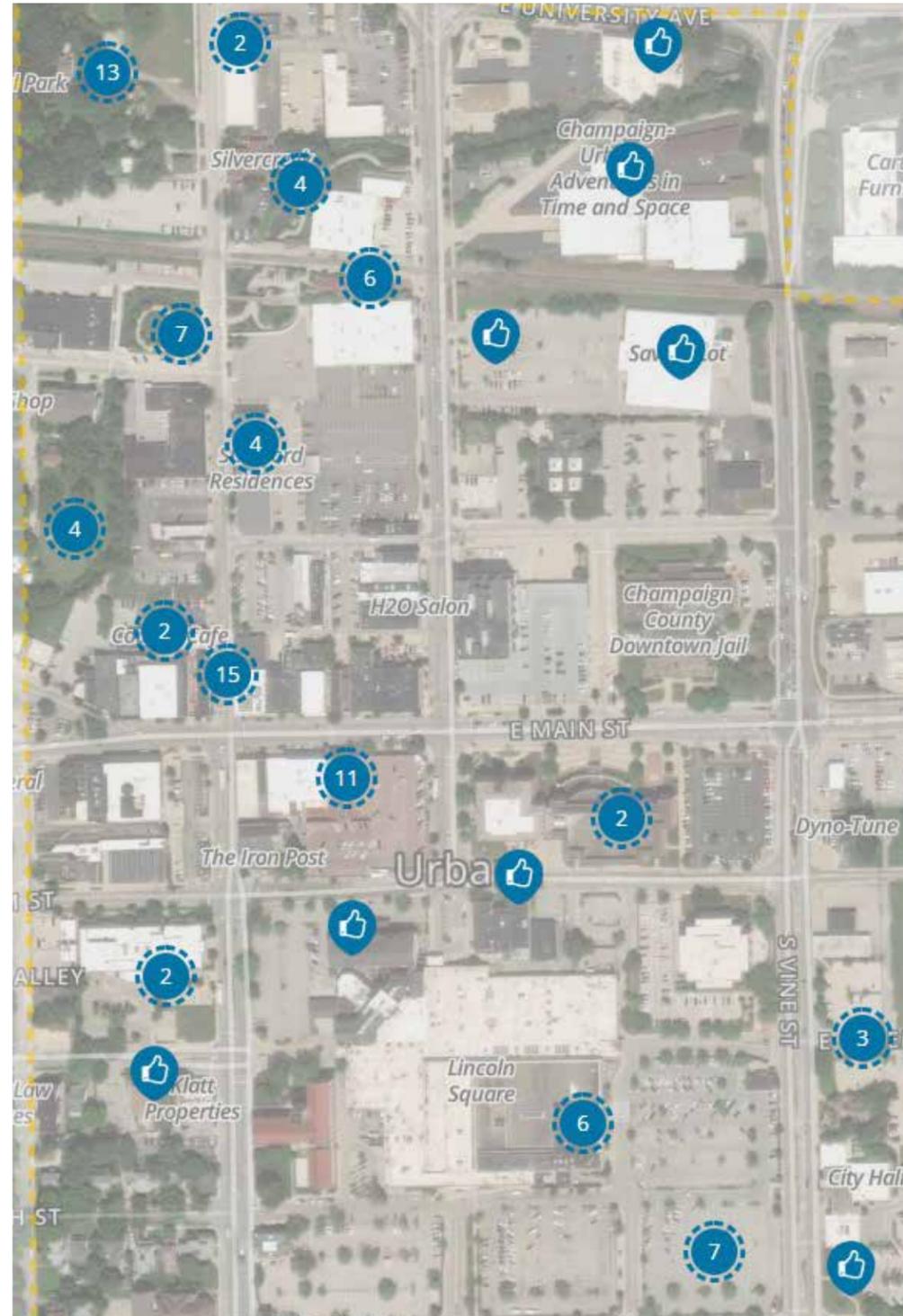
- *The Urbana Market at the Square brings in people from everywhere/nurture it.*
- *Great farmer's market!*
- *Market at the Square is a favorite!*

ONLINE MAP SURVEY



1. GREEN SPACE

- *More green space!*
- *Having more trees and plants will help with the air quality and the heat. The emotional health of the citizens will also be helped because they will have a relaxing outlet.*
- *Green space allows visitors and residents to be involved with the environment and be a part of a healthy, greener, eco-friendly community. This can also increase the biodiversity, wildlife, and plants.*
- *There should be more parks like these. They are environmentally friendly and an efficient use of space. They attract more people and would be great for the city.*
- *More green infrastructure and native vegetation is great.*
- *Green spaces and open walking spaces like this is attractive and draws in people and families.*



2. OUTDOOR GATHERING SPACE

- *More outdoor patio spaces for people to be able to sit outside like at the Rose Bowl.*
- *It would be nice to see more alleys/outdoor seating areas with string lights above.*
- *The covered outdoor dining space at the food co-op is great.*

3. RESTAURANTS

- *We need a new Crane Alley type gastropub.*
- *More cafes, restaurants or shops to make downtown more lively.*
- *More restaurants in the Broadway Food hall!*

4. RESIDENCES

- *Having residencies like these are a good idea to attract more young people looking for places to stay.*
- *It's great that they have these residences to help promote the welfare of locals.*

ONLINE MAP SURVEY

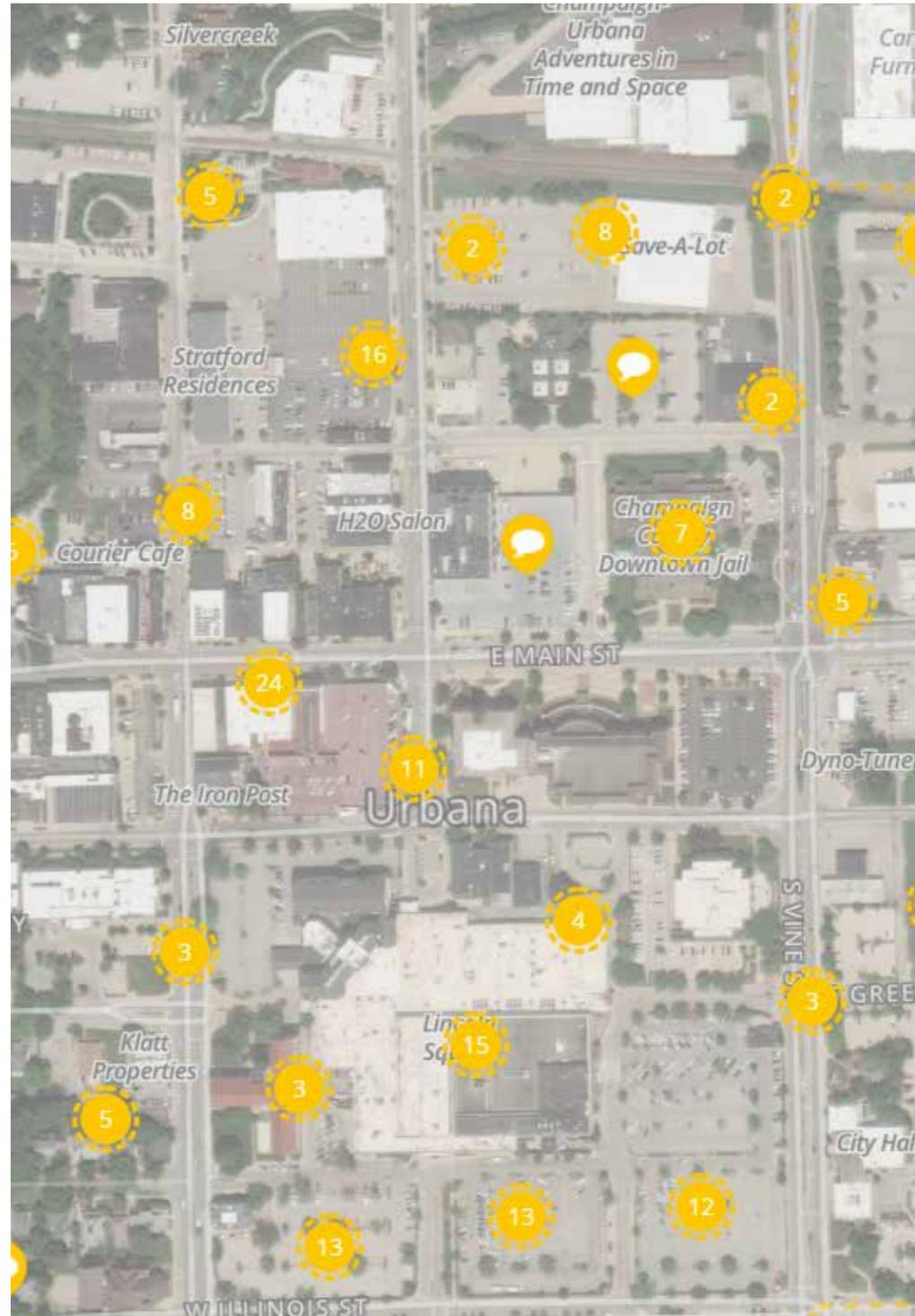


1. GREEN SPACE

- *Mostly I would like to see greater green space. And trees!*
- *Let's put in a park with space to play, relax, and appreciate the peace of downtown Urbana!*
- *Downtown needs green space! Create a nice park in some of these expansive parking lots that aren't filled.*
- *Accessible green space could be turned into the Market space on Saturday's and used as a public park throughout the rest of the week. More trees and impervious surface would also be beneficial for Market Saturdays, to provide more shade and relief from the heat.*

2. OUTDOOR EVENT SPACE

- *I think these parking lots have a lot of potential as outdoor space for bars and restaurants.*
- *Better dining options and outdoor seating on Main Street.*
- *Removing the parking lots and making a permanent outdoor seating area with greenery*



- *Food truck plaza with plants, tables and chairs and space for food trucks and vendors.*
- *Have open streets for live music, restaurants to have the ability to sprawl in the street.*

3. HOUSING

- *I think that welcoming more housing near downtown would be great for our businesses and desirable to potential renters!*
- *A great place for some affordable housing!*

4. PEDESTRIAN/BIKE ACCESSIBILITY

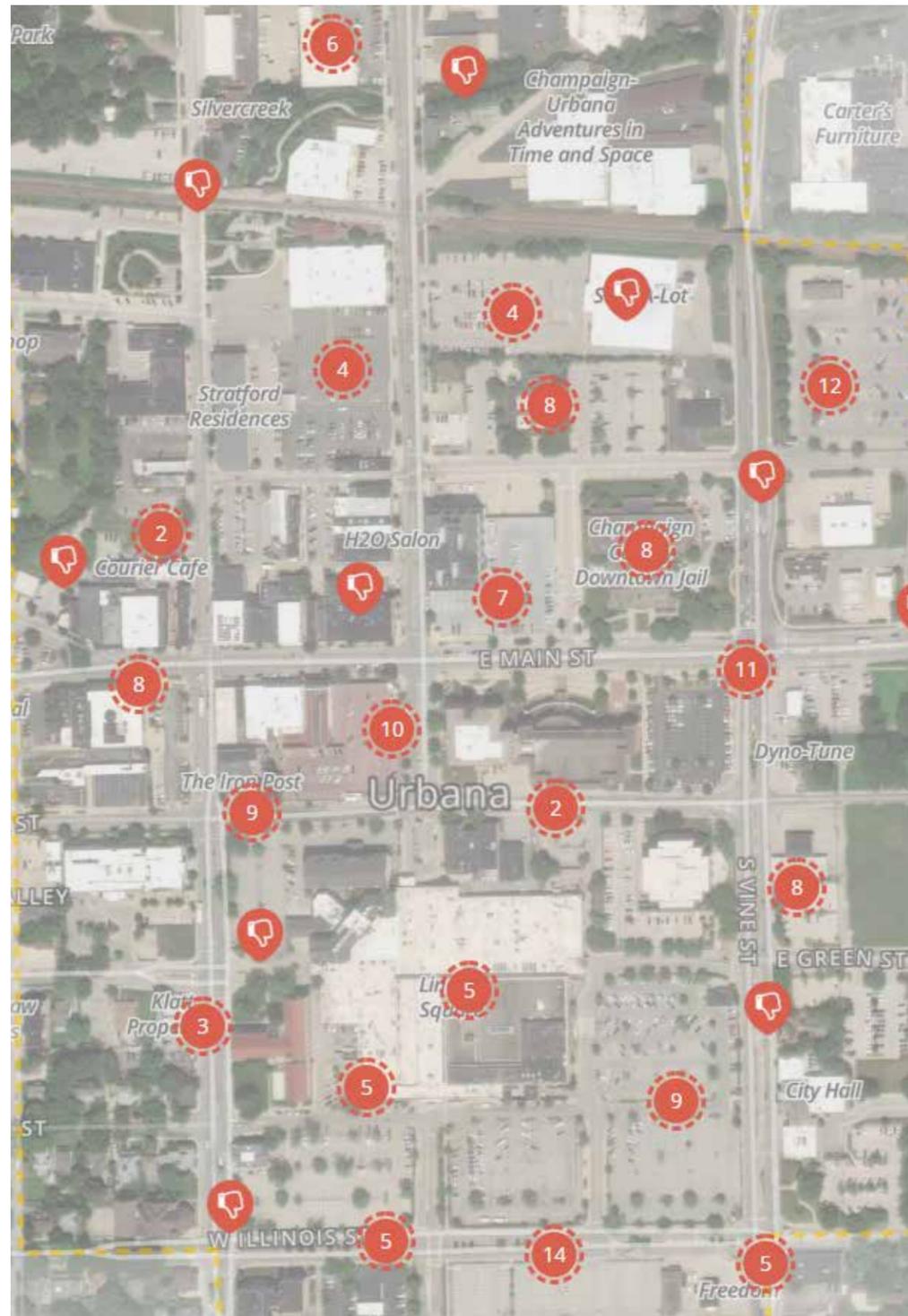
- *Would love to see fewer car lanes and more protected bike lanes.*
- *Creating a dedicated bike/walking path that is separate from roads would be amazing for the community.*
- *A road diet with safe crossings from the east side of Main Street to Lincoln Square are very badly needed.*

ONLINE MAP SURVEY



**PEDESTRIAN/
BIKE REALM**

- Pedestrian crossing at Vine Street anywhere between Main Street and California Avenue is often confusing and dangerous.
- Part of the problem of Downtown Urbana is it's catering to cars, not to people. There is no reason the have all four sides of downtown bound by four roads five or six lanes wide.
- It would be so much nicer to just have the roads for bikes and people, not cars.
- Putting pedestrians first is crucial to revitalizing the connection between downtown and the surrounding neighborhoods. People want to go downtown and not have to think about being hit by cars.
- People want to walk in their communities, not dodge cars to survive it.
- The intersection of Illinois Street and Vine Street is treacherous for pedestrians.
- If we really want downtown to thrive, we have to treat it like a place to BE, not a place to drive THROUGH.



- This parking garage is little-used and sucks a bit of the soul out of downtown.
- The city needs fewer parking lots.
- Imagine the space and parks and restaurants that could be here instead of parking lots!
- The amount of parking in downtown Urbana is absurd. Get rid of it!
- Converting one of these parking lots to grass with pockets of native vegetation would increase the quality of life for many people in the area and can act as a community gathering place or a place to recreate.
- It's really a shame that the north side of Downtown Urbana seems to be 75% parking lots, it feels isolating/desolate and really no reason to venture over here.
- All of these parking lots take up an enormous amount of space that could be used for just about anything else. Parking is good for now but Ideally Urbana becomes a beacon of anti-car urban design.

SURVEY RESPONSES

If you could change one thing about Downtown Urbana, what would it be?



What is missing that would bring you to Downtown Urbana more often?

OUTDOOR GREEN GATHERING SPACE

AFTER WORK/EVENING ACTIVITIES

CONCERTS & PERFORMANCES

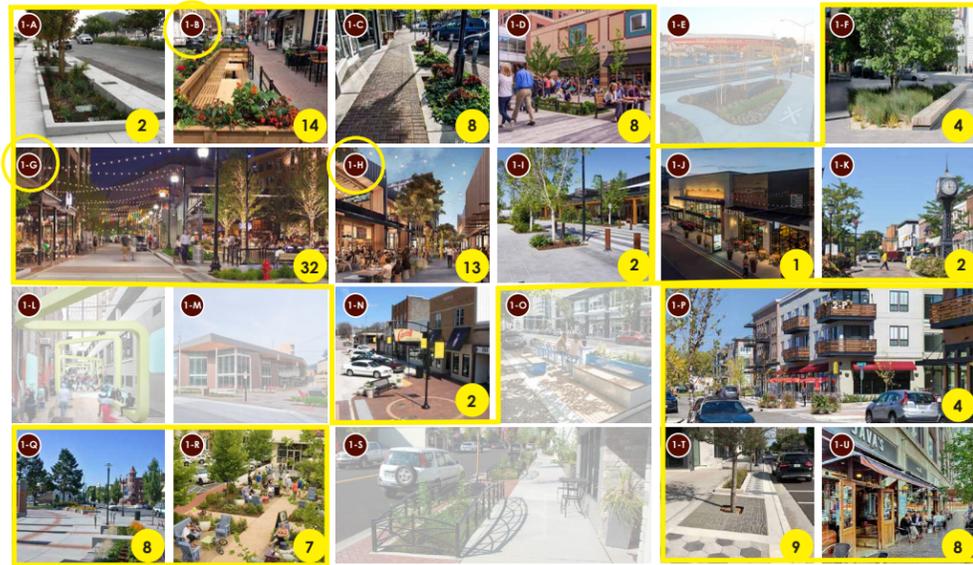
RETAIL

FAMILY-ORIENTED ENTERTAINMENT

HOUSING OPTIONS

VISUAL PREFERENCING SURVEY

SIDEWALKS AND ALLEYS



Board 1 Sidewalks and Alleys
Downtown Public Realm Study

URBANA CONFLUENCE Project for Public Spaces

This was the most popular image across all the categories



- Creative lighting*
- Note the lack of cars, the prioritization of the pedestrian*
- Outdoor dining and seating options*
- Plenty of activity and people*

Voters preferred images with vibrant areas full of people and activity. Favored images included interesting street-level stimulus on sidewalks such as street furniture, welcoming store facades, flowers, native plants, and mature trees. The most popular scenes also featured ample outdoor seating on sidewalks and in plazas, and creative lighting such as string lights overhead.



SIGNAGE & GATEWAYS



Board 2 Signage and Gateways
Downtown Public Realm Study

URBANA CONFLUENCE Project for Public Spaces



The most-voted images contained classic signage that was well-lit and against a backdrop of mature trees and green space. Voters avoided large boulevards containing only cars and not people, and bright modern lighting.



COMMUNITY PARKS AND GATHERING SPACES



Board 3 Community Parks / Gathering Spaces
Downtown Public Realm Study



Voters selected images containing vibrant public spaces such as plazas with food trucks, outdoor stages, and flexible green space. They tended to avoid images with bare open areas, especially large civic areas that are unutilized.



STREETScape AMENITIES



Board 4 Streetscape Amenities
Downtown Public Realm Study



Preferred images depicted protected bicycle infrastructure and pedestrian space with street furniture, trees, and outdoor seating options.

STREET REDESIGN AND ENHANCEMENT



Board 5 Street Redesign / Enhancement
Downtown Public Realm Study



The images with the most votes contained well-protected bicycle lanes and pedestrian walkways that are demarcated from the automobile spaces with bright paint, native plants, grade changes, and bollards.

GARAGE ENHANCEMENTS

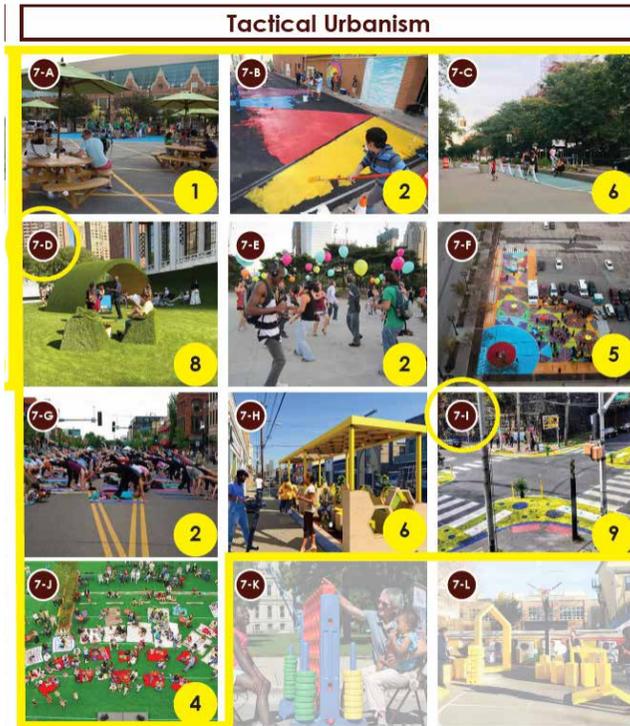


Board 6 Garage Enhancements
Downtown Public Realm Study

Voters preferred parking garages that were disguised with plants and brightly-colored murals rather than large concrete structures or garages with modern lighting.



TACTICAL URBANISM



Urbanism
Tactical Urbanism

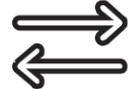
The most eye-catching features of the tactical urbanism images contained colorful paint, creative uses of sidewalks and streets, mature trees, and greenery.

 BUDGETING

On the website, visitors had the opportunity to allocate imaginary funds to different projects. The prompt was to divide up \$100,000 among various initiatives to benefit the public realm:

- 1) Develop a Downtown Civic Green Space
- 2) Improve Boneyard Creek
- 3) Improve connectivity from the current Market at the Square location to Downtown Urbana (Main Street and Race Street)
- 4) Improve the area around the former civic center
- 5) Build a permanent structure for the Market at the Square
- 6) Add more pedestrian-oriented enhancements
- 7) Provide more gateway markers / signage / branding for Downtown Urbana

The results of the survey are as follows, in order of most to least funds allocated in the imaginary scenario:

-  **1** Add more pedestrian-oriented enhancements
-  **2** Develop a Downtown Civic Green Space
-  **3** Improve connectivity from the current Market at the Square location to Downtown Urbana (Main Street and Race Street)
-  **4** Improve the area around the former civic center
-  **5** Improve Boneyard Creek
-  **6** Build a permanent structure for the Market at the Square
-  **7** Provide more gateway markers / signage / branding for Downtown Urbana

MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Michelle Brooks, Labor & Employee Relations Manager
Elizabeth Hannan, Human Resources & Finance Director / CFO

DATE: December 15, 2022

SUBJECT: Collective Bargaining Agreement with the Fraternal Order of Police, Lodge #70

Introduction: The attached resolution would authorize the Mayor to execute a new collective bargaining agreement with the Fraternal Order of Police, Lodge #70 (FOP) for the period of July 1, 2023 through June 30, 2026.

Background: On November 4, 2022, the City and FOP bargaining teams met to negotiate a successor to the labor agreement expiring on June 30, 2023. In addition to time spent in bargaining, both teams also spent many hours preparing for negotiations to maximize the effectiveness of time spent at the table.

The law requires both parties to meet and bargain in good faith. Certain topics are considered “mandatory” topics of bargaining, and the parties must bargain over them. Mandatory topics include, among others, wages, benefits, and discipline. If the parties cannot agree on terms that are mandatory topics, negotiations could reach impasse, in which case an arbitrator may be brought in to render a decision (or “award”) on what the disputed terms should be. In that circumstance, the arbitrator would pick between the last economic proposals made by each side. In other words, one side would get the economic package it proposed; there is no compromise or “middle ground” awarded. Additionally, the arbitrator can fashion their own award on the non-economic items. The arbitration process can be both costly and time consuming, and its outcome is always uncertain. Therefore, there is a large incentive for parties reach agreed upon terms. Obviously, in order to do so, the parties must compromise; neither party comes away from negotiations with everything it seeks.

The union’s bargaining team included –

Brian Ingram, Police Sergeant, FOP President
Adam Marcotte, Police Investigator, FOP Vice President
Jeremy Hale, Police Sergeant, FOP Secretary
Colby Wright, Police Sergeant, FOP Treasurer

The management bargaining team included –

Richard Surles, Interim Police Chief
Elizabeth Hannan, HR & Finance Director

Through a collaborative process, the teams reached a tentative agreement for a three-year contract beginning on July 1, 2023, and ending June 30, 2026. The agreement was ratified by FOP members on December 9, 2022. A resolution is attached, and a copy of both the redline and clean drafts of the proposed agreement are included with the electronic version of the agenda on the [City's website](#).

Discussion: The following is a brief summary of key provisions of the agreement –

1. The term of the contract is three years. Three years is a standard length of term.
2. Wages and benefits
 - a. The contract provides across the board wage increases of 3.25% effective July 1, 2023, 3.25% effective July 1, 2024, and a 3.6% increase effective July 1, 2025.
 - b. Effective July 1, 2024, Juneteenth will be added to the list of paid holidays that officers receive.
3. Non-Wage Provisions – Most changes to non-wage provisions are housekeeping items, designed to clarify existing provisions, update terminology, or make the agreement more manageable for both FOP and the City. The substantive non-wage changes included:
 - a. The contract's discrimination prohibition language was revised and expanded.
 - b. The gender neutrality provision was updated, and the contract was revised to reflect the City's policy of gender neutrality in its documents.

Fiscal Impact: The total cost increase over the three-year life of the contract is approximately \$990,700.

Recommendation: The bargaining team recommends the Committee of the Whole forward this Resolution to City Council for approval at the January 3, 2023 regular meeting.

Attachment: A resolution approving a Collective Bargaining Agreement with Fraternal Order of Police, Lodge #70 is attached. Links to both the redline version and clean version of the revised CBA are available on the City's website.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
FRATERNAL ORDER OF POLICE, LODGE #70**

(Term of July 1, 2023 through June 30, 2026)

WHEREAS, the duly authorized representatives of the City of Urbana in good faith have negotiated a three-year collective bargaining agreement (“Agreement”) with the Fraternal Order of Police (“FOP”), Lodge #70, concerning wages, hours, terms, and other conditions of employment for the term of July 1, 2023 through June 30, 2026; and

WHEREAS, the Agreement has been lawfully and properly ratified by the membership of FOP, Lodge #70; and

WHEREAS, the City Council finds that the best interests of the City are served by executing the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1.

The collective bargaining agreement between the City of Urbana and the Fraternal Order of Police, Lodge #70, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this _____ day of _____, 20____.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of _____, 20____.

Diane Wolfe Marlin, Mayor

ILLINOIS FOP LABOR COUNCIL

and

CITY OF URBANA

Patrol Officers and Sergeants

**FRATERNAL
ORDER**

July 1, 2023 – June 30, 2026

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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City of Urbana & Fraternal Order of Police Contract
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AGREEMENT

THIS AGREEMENT, entered into and effective on the 1st day of July, 2023, 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 their 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.
- D. As a statement of policy, the parties agree that neither the City nor the Union shall discriminate against any employee on the basis of race, gender, sexual orientation, religion, color, creed, class, marital status, age, national origin, veteran status, physical or mental disability, genetic information, political affiliation and/or beliefs, gender identity or expression, family responsibilities, matriculation, or any other state or federally protected class. This statement of policy does not create a right to grieve any such claim pursuant to the collective bargaining agreement and any such claim should be brought before the proper state or federal jurisdiction. An employee's failure to allege such a claim through the Union or via a grievance shall not constitute a waiver of such claim or as evidence of the acceptance of any discriminatory acts.

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 their 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 their 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 their 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 City Administrator or their 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 City Administrator, or their 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 City Administrator or their 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 their selection by a joint letter from the City and the Lodge requesting that they 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 them 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 them. 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 their 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 their 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

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. Additionally, such documentation shall not be admissible in future disciplinary proceedings if five (5) years have passed from the date of issuance.

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

Wherever any personal pronoun is used in this Agreement, it shall be construed to include all employees, regardless of gender, gender identity, or gender expression.

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 their 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 their 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 their 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 their 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, they 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 their 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 their 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 their 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 their Division Commander and provide a copy of the notice. In order to facilitate an employee's compliance with jury duty, their 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 their 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 they 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 telephone activated pager for notification purposes. When contacted 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 initial contact. To facilitate punctual response the department will provide a department owned vehicle, 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 their 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 they are 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, they 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 . These 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 their designee in order to provide for the effective operation of the department. It is also understood that the use of compensatory time is subject to the requirements set forth in section 16.7, Use of Benefit Time.

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 they need 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 their representative.

Callback Declination

- A. An employee may be excused from callback:
- If they have a court appearance
 - In cases of family or employee illness
- B. If they recently consumed alcohol beverages to the point where they 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 their 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. For the first twenty-four (24) hours following the initial posting any employee desiring to sign must do so in person. After the passing of a twenty-four (24) hour period from initial posting an employee may be signed up by a co-employee at their request. 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 their 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 their 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 their regularly scheduled day off may be sent on overtime, at the discretion of the Chief of Police or their designee. In the event the Chief of Police or their 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 their regularly scheduled 12-hour workday shall return to the police department immediately following the school and complete the 12-hour workday. Alternatively, they 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 their 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 their 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, they 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, they will work mutually agreed upon hours as designated in schedule adjustments below, but not beyond 2300 the previous night. They will then attend the school and shall

return to the police department immediately following the school and complete the 12-hour workday. Alternatively, they 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 their 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, they 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 their 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 their 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.

<u>Category of Continuous Service</u>	<u>Amount of Vacation</u>
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 their 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 their 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 their 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 their 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 their 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 their 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.

Section 16.7 Use of Benefit Time

- 1. For clarification purposes, a 'first request' shall refer to use of benefit time (personal leave, vacation, or compensatory time) during a given shift that is submitted prior to any other benefit leave requests by employees within the same classification. 'First requests' shall not be confused with first round vacation requests. (See also Lexipol policy 1006.2 in reference to vacation time off).
- 2. First requests for the use of personal leave (as defined in Section 18.4 of the Agreement) shall not be denied on the basis that granting said request will require the payment of overtime, as long as said request is for a minimum of four (4) hours and the request is submitted at least four (4) hours in advance of the specific time requested.

City of Urbana & Fraternal Order of Police Contract
July 1, 2023 through June 30, 2026

Item a.

3. First requests for the use of vacation time shall not be denied on the basis that granting said request will require the payment of overtime, as long as said leave request is made at least 24 (twenty-four) hours in advance.
4. Requests for the use of compensatory time may be denied if said request will result in the payment of overtime or the accumulation of compensatory time. Once approved, such approval shall not be revoked.
5. Once a request for the use of benefit time has been approved in accordance with the above-specified provisions, such benefit time shall not be re-categorized or re-classified into another type of benefit time.
6. Both parties mutually agree that, notwithstanding the above-specified provisions, the Chief of Police reserves the right to deny any use of benefit time if granting such time would substantially jeopardize the safety of officers or the general public.
7. Both parties mutually agree that, in the event of any conflict or inconsistency between the terms and conditions of this Section 16.7 and any terms or conditions set forth elsewhere in the existing collective bargaining agreement or any other document relating to the subject matter addressed herein, the terms and conditions set forth in this Section 16.7 shall prevail.

ARTICLE 17 - HOLIDAYS

Section 17.1 Holidays

Through June 30, 2024, 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

Effective July 1, 2024, the following ten (10) days shall be considered holidays:

- New Year's Day
- Martin Luther King Day
- Spring Day
- Memorial Day
- Juneteenth
- 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 they see 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 their position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which they have 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 their normal daily rate of pay for any day or days on which they are 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 their 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 their 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.]

The use of personal leave shall be subject to the requirements set forth in Section 16.7, Use of Benefit Time.

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 their 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 their designee shall not act arbitrarily. It is further understood that the Chief, or their 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 their 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 their probationary period, the employee will receive from the City of Urbana an annual taxed uniform allowance in the amount of \$1,237.00 per year beginning July 1, 2020.
- 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 their 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 their 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 their 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, baseball style uniform hats, cold gear or base layers worn as part of the everyday uniform

and 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.
- G. The cost of repair or replacement of baseball style uniform hats and cold gear or base layers worn as part of the everyday uniform will be at 100% of cost to repair or replace,

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, they 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 they voluntarily seek 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 their 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 their 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 2023, and shall remain in full force and effect until June 30, 2026. 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, 2026 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, 2026 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 not less than ten (10) days prior to the desired termination which shall not be before June 30, 2026, 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

Mayor, City of Urbana
400 South Vine Street
Urbana, IL 61801

Chief of Police
400 South Vine Street
Urbana, IL 61801

For the Union

Illinois FOP Labor Council
974 Clock Tower Drive
Springfield, IL 62704

Urbana FOP Lodge #70
400 South Vine Street
Urbana, IL 61801

City of Urbana & Fraternal Order of Police Contract
July 1, 2023 through June 30, 2026

Item a.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this _____ day of January , 2023.

CITY OF URBANA, ILLINOIS

URBANA FOP LODGE #70

Mayor

President

Vice President

ATTEST:

City Clerk

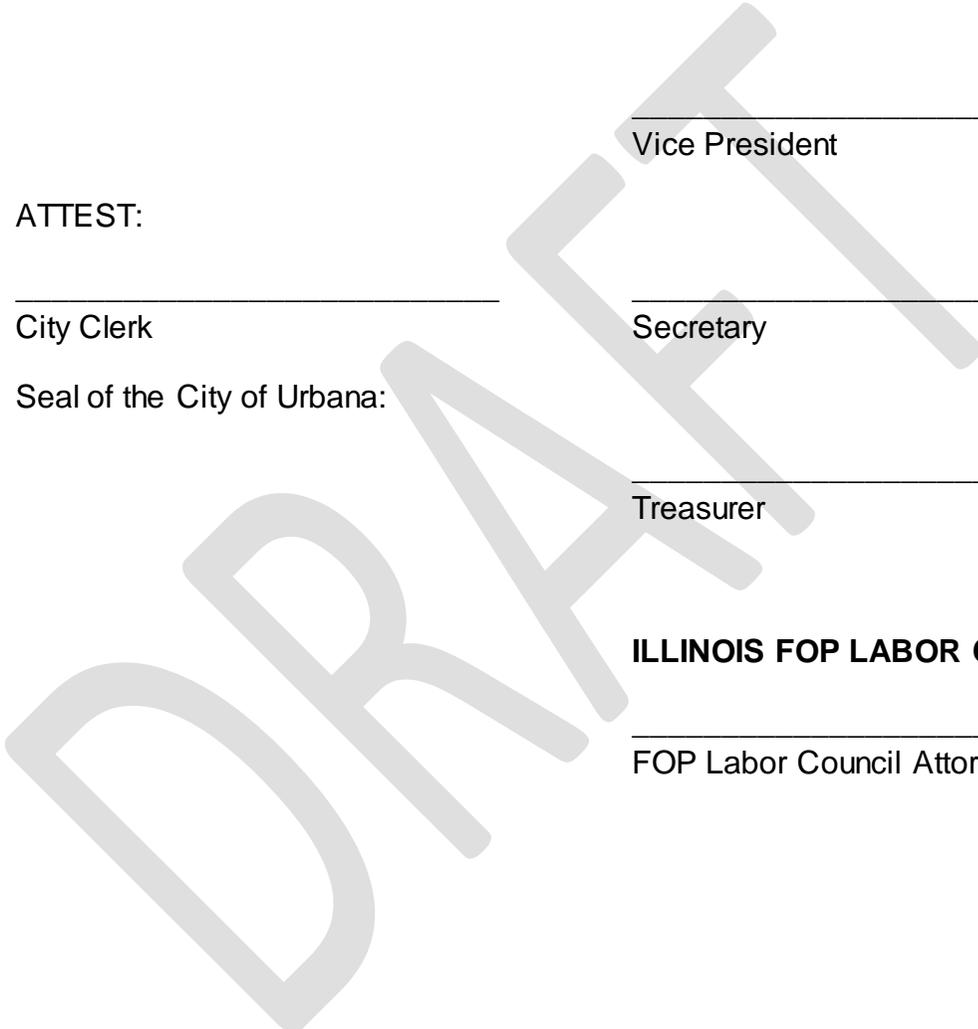
Secretary

Seal of the City of Urbana:

Treasurer

ILLINOIS FOP LABOR COUNCIL:

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: 3.25% as of July 1, 2023, 3.25% as of July 1, 2024, and 3.6% as of July 1, 2025.

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.

DRAFT

City of Urbana & Fraternal Order of Police Contract
 July 1, 2023 through June 30, 2026

Item a.

FOP Salary Schedules
FY 2024 – FY 2026

Police Officer (no degree)		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

Probationary		33.9083	70,529.11	35.0290	72,860.30	36.3108	75,526.47
Base		34.4851	71,729.11	35.6059	74,060.30	36.8878	76,726.47
After 2	2.0%	35.1749	73,163.69	36.3180	75,541.51	37.6255	78,261.00
After 4	4.0%	35.8646	74,598.27	37.0302	77,022.72	38.3632	79,795.53

Police officer (no degree, w/ mental health training)		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

Probationary		34.0759	70,877.93	35.2021	73,220.46	36.4903	75,899.60
Base		34.6529	72,077.93	35.7791	74,420.46	37.0671	77,099.60
After 2	2.0%	35.3459	73,519.49	36.4946	75,908.87	37.8085	78,641.59
After 4	4.0%	36.0390	74,961.04	37.2102	77,397.28	38.5498	80,183.58

Police Officer (associates degree or equivalent, and all officers w/ 5+ years)		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

Probationary		34.9139	72,620.86	36.0674	75,020.04	37.3865	77,763.96
Base		35.4908	73,820.86	36.6443	76,220.04	37.9635	78,963.96
After 2	2.0%	36.2006	75,297.28	37.3771	77,744.44	38.7227	80,543.24

City of Urbana & Fraternal Order of Police Contract
July 1, 2023 through June 30, 2026

Item a.

After 4	4.0%	36.9104	76,773.69	38.1100	79,268.84	39.4820	82,122.52
After 6	6.0%	37.6202	78,250.11	38.8429	80,793.24	40.2412	83,701.80
After 8	8.0%	38.3301	79,726.53	39.5758	82,317.64	41.0005	85,281.07
After 10	10.0%	39.0399	81,202.94	40.3087	83,842.04	41.7598	86,860.35
After 12	12.0%	39.7497	82,679.36	41.0416	85,366.44	42.5191	88,439.63
After 14	14.0%	40.4595	84,155.78	41.7744	86,890.84	43.2783	90,018.91
After 16	16.0%	41.1693	85,632.20	42.5073	88,415.24	44.0376	91,598.19
After 18	18.0%	41.8791	87,108.61	43.2402	89,939.64	44.7969	93,177.47
After 20	20.0%	42.5890	88,585.03	43.9731	91,464.04	45.5561	94,756.75
After 21	20.5%	42.7664	88,954.14	44.1563	91,845.14	45.7459	95,151.57
After 22	21.0%	42.9439	89,323.24	44.3395	92,226.24	45.9358	95,546.39
After 23	21.5%	43.1213	89,692.34	44.5228	92,607.34	46.1256	95,941.21
After 24	22.0%	43.2988	90,061.45	44.7060	92,988.45	46.3154	96,336.03
After 25	22.5%	43.4762	90,430.55	44.8892	93,369.55	46.5052	96,730.85
After 26	23.0%	43.6537	90,799.66	45.0724	93,750.65	46.6950	97,125.67
After 27	23.5%	43.8311	91,168.76	45.2556	94,131.75	46.8849	97,520.49
After 28	24.0%	44.0086	91,537.87	45.4389	94,512.85	47.0747	97,915.31
After 29	24.5%	44.1860	91,906.97	45.6221	94,893.95	47.2645	98,310.13
After 30	25.0%	44.3635	92,276.07	45.8053	95,275.05	47.4543	98,704.95

Police Officer (assoc. degree or equiv, or 5+ yrs., with mental health training)		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

Probationary		35.0866	72,980.16	36.2456	75,391.01	37.5713	78,148.29
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City of Urbana & Fraternal Order of Police Contract
July 1, 2023 through June 30, 2026

Item a.

Base		35.6635	74,180.16	36.8226	76,591.01	38.1483	79,348.29
After 2	2.0%	36.3768	75,663.76	37.5591	78,122.83	38.9112	80,935.26
After 4	4.0%	37.0901	77,147.37	38.2955	79,654.65	39.6741	82,522.22
After 6	6.0%	37.8034	78,630.97	39.0320	81,186.47	40.4371	84,109.19
After 8	8.0%	38.5166	80,114.57	39.7684	82,718.29	41.2001	85,696.15
After 10	10.0%	39.2299	81,598.17	40.5049	84,250.12	41.9630	87,283.12
After 12	12.0%	39.9432	83,081.78	41.2413	85,781.94	42.7260	88,870.09
After 14	14.0%	40.6564	84,565.38	41.9778	87,313.76	43.4890	90,457.05
After 16	16.0%	41.3697	86,048.98	42.7142	88,845.58	44.2519	92,044.02
After 18	18.0%	42.0830	87,532.59	43.4507	90,377.40	45.0149	93,630.98
After 20	20.0%	42.7962	89,016.19	44.1871	91,909.22	45.7779	95,217.95
After 21	20.5%	42.9746	89,387.09	44.3712	92,292.17	45.9686	95,614.69
After 22	21.0%	43.1529	89,757.99	44.5553	92,675.13	46.1593	96,011.43
After 23	21.5%	43.3312	90,128.89	44.7395	93,058.08	46.3501	96,408.17
After 24	22.0%	43.5095	90,499.79	44.9236	93,441.04	46.5408	96,804.91
After 25	22.5%	43.6878	90,870.69	45.1077	93,823.99	46.7316	97,201.66
After 26	23.0%	43.8662	91,241.60	45.2918	94,206.95	46.9223	97,598.40
After 27	23.5%	44.0445	91,612.50	45.4759	94,589.90	47.1130	97,995.14
After 28	24.0%	44.2228	91,983.40	45.6600	94,972.86	47.3038	98,391.88
After 29	24.5%	44.4011	92,354.30	45.8441	95,355.81	47.4945	98,788.62
After 30	25.0%	44.5794	92,725.20	46.0283	95,738.77	47.6853	99,185.36

Police Sergeant		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

City of Urbana & Fraternal Order of Police Contract
 July 1, 2023 through June 30, 2026

Item a.

Base		44.1293	91,788.94	45.5635	94,772.08	47.2038	98,183.88
After 2	2.0%	45.0119	93,624.72	46.4748	96,667.52	48.1479	100,147.55
After 4	4.0%	45.8945	95,460.50	47.3860	98,562.96	49.0919	102,111.23
After 6	6.0%	46.7771	97,296.28	48.2973	100,458.41	50.0360	104,074.91
After 8	8.0%	47.6596	99,132.06	49.2086	102,353.85	50.9801	106,038.59
After 10	10.0%	48.5422	100,967.83	50.1199	104,249.29	51.9242	108,002.26
After 12	12.0%	49.4248	102,803.61	51.0311	106,144.73	52.8682	109,965.94
After 14	14.0%	50.3074	104,639.39	51.9424	108,040.17	53.8123	111,929.62
After 16	16.0%	51.1900	106,475.17	52.8537	109,935.61	54.7564	113,893.30
After 18	18.0%	52.0726	108,310.95	53.7649	111,831.06	55.7005	115,856.97
After 20	20.0%	52.9552	110,146.73	54.6762	113,726.50	56.6445	117,820.65
After 21	20.5%	53.1758	110,605.67	54.9040	114,200.36	56.8806	118,311.57
After 22	21.0%	53.3965	111,064.62	55.1318	114,674.22	57.1166	118,802.49
After 23	21.5%	53.6171	111,523.56	55.3597	115,148.08	57.3526	119,293.41
After 24	22.0%	53.8377	111,982.51	55.5875	115,621.94	57.5886	119,784.33
After 25	22.5%	54.0584	112,441.45	55.8153	116,095.80	57.8246	120,275.25
After 26	23.0%	54.2790	112,900.40	56.0431	116,569.66	58.0607	120,766.17
After 27	23.5%	54.4997	113,359.34	56.2709	117,043.52	58.2967	121,257.09
After 28	24.0%	54.7203	113,818.29	56.4987	117,517.38	58.5327	121,748.01
After 29	24.5%	54.9410	114,277.23	56.7266	117,991.24	58.7687	122,238.93
After 30	25.0%	55.1616	114,736.18	56.9544	118,465.10	59.0047	122,729.84

Police Sergeant (with mental health training)		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

City of Urbana & Fraternal Order of Police Contract
July 1, 2023 through June 30, 2026

Item a.

Base		44.3311	92,208.67	45.7719	95,205.45	47.4196	98,632.85
After 2	2.0%	45.2177	94,052.85	46.6873	97,109.56	48.3680	100,605.51
After 4	4.0%	46.1043	95,897.02	47.6027	99,013.67	49.3164	102,578.16
After 6	6.0%	46.9910	97,741.19	48.5182	100,917.78	50.2648	104,550.82
After 8	8.0%	47.8776	99,585.37	49.4336	102,821.89	51.2132	106,523.48
After 10	10.0%	48.7642	101,429.54	50.3490	104,726.00	52.1616	108,496.14
After 12	12.0%	49.6508	103,273.71	51.2645	106,630.11	53.1100	110,468.79
After 14	14.0%	50.5374	105,117.89	52.1799	108,534.22	54.0584	112,441.45
After 16	16.0%	51.4241	106,962.06	53.0953	110,438.33	55.0068	114,414.11
After 18	18.0%	52.3107	108,806.23	54.0108	112,342.44	55.9552	116,386.76
After 20	20.0%	53.1973	110,650.41	54.9262	114,246.54	56.9036	118,359.42
After 21	20.5%	53.4190	111,111.45	55.1551	114,722.57	57.1407	118,852.58
After 22	21.0%	53.6406	111,572.49	55.3839	115,198.60	57.3778	119,345.75
After 23	21.5%	53.8623	112,033.54	55.6128	115,674.63	57.6149	119,838.91
After 24	22.0%	54.0839	112,494.58	55.8417	116,150.65	57.8520	120,332.08
After 25	22.5%	54.3056	112,955.62	56.0705	116,626.68	58.0891	120,825.24
After 26	23.0%	54.5272	113,416.67	56.2994	117,102.71	58.3262	121,318.41
After 27	23.5%	54.7489	113,877.71	56.5282	117,578.74	58.5633	121,811.57
After 28	24.0%	54.9706	114,338.75	56.7571	118,054.76	58.8004	122,304.73
After 29	24.5%	55.1922	114,799.80	56.9860	118,530.79	59.0375	122,797.90
After 30	25.0%	55.4139	115,260.84	57.2148	119,006.82	59.2745	123,291.06

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, 2023 through June 30, 2026	\$262
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**APPENDIX E-1 – SICK/MEDICAL LEAVE
 Employee's Condition**

Situation	Conditions / Limits	Return Policy & Documentation
<p>Officer Sick —</p> <ul style="list-style-type: none"> • Illness • Off duty injury without workers comp benefits 	<p>Employee is too sick or unable to work.</p> <p>May use other benefit time once sick leave runs out (without interfering with other employees' right to use benefit time)</p> <p>When sick, travel restricted to doctor, hospital, clinic, pharmacy, or as restricted by a physician. <i>When</i> injured, travel restrictions limited by injury only.</p> <p>May take partial days when officer becomes ill after their shift starts or in conjunction with the beginning or end of a shift.</p>	<p>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.</p> <p>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.</p> <p>If more than 80 hours in any calendar year, full fitness for duty physical exam at the City's expense may be required.</p>
<p>Officer Injured -</p> <ul style="list-style-type: none"> • off-duty w/ workers comp benefits 	<p>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.</p>	<p>Always requires a doctor slip saying officer is fit for duty prior to returning to work.</p>
<p>Childbirth Issues: Pregnancy, miscarriages, abortion, childbirth, recovery</p>	<p>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.</p>	<p>Doctor's slip required for any use herein. Officer should also consult the City Family Medical Leave Policy for additional.</p>
<p>City Family Medical Leave Policy — Employee</p>	<p>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.</p>	<p>Employee must timely notify supervisor, provide doctor's certification, status reports, intent to return to work, and proof of fitness to return.</p>

City of Urbana & Fraternal Order of Police Contract
 July 1, 2023 through June 30, 2026

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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 their 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 their 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 their immediate supervisor with notice of their 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 their 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.

City of Urbana & Fraternal Order of Police Contract
July 1, 2023 through June 30, 2026

Item a.

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.

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SIDE LETTER (CPRB)
BETWEEN THE FRATERNAL ORDER OF POLICE &
THE CITY OF URBANA, ILLINOIS
Page 1 of 2

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

SIDE LETTER
BETWEEN THE FRATERNAL ORDER OF POLICE &
THE CITY OF URBANA, ILLINOIS
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- E. An officer who is the subject of CPRB proceedings shall be entitled to know if their medical records have been disclosed to the CPRB. However, this is a matter of disclosure not the power to block or contest disclosure.
- F. 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.

/s/ Laurel Lunt Prussing
For the City of Urbana

/s/ Sylvia Morgan
For Urbana Lodge # 70 of the Fraternal
Order of Police

/s/ Richard V. Stewart, Jr.
For The Illinois Fraternal Order of Police Labor
Council

ILLINOIS FOP LABOR COUNCIL

and

CITY OF URBANA

Patrol Officers and Sergeants

FRATERNAL
ORDER

July 1, 202~~30~~ – June 30, 202~~63~~

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911



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AGREEMENT

THIS AGREEMENT, entered into **and effective on the** 1st day of July, 202~~30~~, 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 **their** spouse, mother, father, or loco parentis parent. It also includes children under the age of 18 who

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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.

~~C.D.~~ -As a statement of policy, the parties agree that neither the City nor the Union shall discriminate against any employee on the basis of race, gender, sexual orientation, religion, color, creed, class, marital status, age, national origin, veteran status, physical or mental disability, genetic information, political affiliation and/or beliefs, gender identity or expression, family responsibilities, matriculation, or any other state or federally protected class. This statement of policy does not create a right to grieve any such claim pursuant to the collective bargaining agreement and any such claim should be brought before the proper state of federal jurisdiction. An employee's failure to allege such a claim through the Union or via a grievance shall not constitute a waiver of such claim or as evidence of the acceptance of any discriminatory acts.

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.

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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.

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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.

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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 ~~their~~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 ~~their~~his/her representative, shall discuss

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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 ~~their~~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 ~~City Administrator~~Chief Administrative Officer or ~~their~~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 ~~City Administrator~~Chief Administrative Officer, or ~~their~~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 ~~City Administrator~~Chief Administrative Officer or ~~their~~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 ~~their~~his/her selection by a joint letter from the City and the Lodge requesting that ~~they~~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 ~~them~~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 ~~them~~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 ~~their~~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 ~~their~~his/her interpretation of the meaning or application of the express terms

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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

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. Additionally, such documentation shall not be admissible in future disciplinary proceedings if five (5) years have passed from the date of issuance.

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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.

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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.~~

Wherever any personal pronoun is used in this Agreement, it shall be construed to include all employees, regardless of gender, gender identity, or gender expression.

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.

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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 ~~their~~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 ~~their~~his or her individual coverage. The City shall have no obligation to make any payment whatsoever on behalf of an employee for insurance

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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 ~~their~~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:

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- 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.

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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 ~~theirhis/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, ~~theyhe~~ 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 ~~theirhis~~ 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 ~~theirhis~~ 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

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provision will not prohibit the Chief of Police from allowing a probationary officer to sign up at ~~their~~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 sign-up. 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 ~~their~~his Division Commander and provide a copy of the notice. In order to facilitate an employee's compliance with jury duty, ~~their~~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.

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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 ~~their~~~~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 ~~they~~~~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 telephone activated pager for notification purposes. When contacted 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 initial contact. To facilitate punctual response the department will provide a department owned vehicle, 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 ~~their~~~~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 ~~they are~~~~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.

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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, ~~they~~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 . These 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 ~~their~~his/her designee in order to provide for the effective operation of the department. It is also understood that the use of compensatory time is subject to the requirements set forth in section 16.7, Use of Benefit Time.

Section 13.3 No Pyramiding

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

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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

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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 ~~they/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 ~~their/his~~ representative.

Callback Declination

- A. An employee may be excused from callback:
 - If ~~they/he/she~~ has a court appearance
 - In cases of family or employee illness

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- B. If ~~they/he/she~~ recently consumed alcohol beverages to the point where ~~they/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 ~~their/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. For the first twenty-four (24) hours following the initial posting any employee desiring to sign must do so in person. After the passing of a twenty-four (24) hour

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period from initial posting an employee may be signed up by a co-employee at their request. 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 ~~their~~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 ~~their~~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.

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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 ~~their~~his regularly scheduled day off may be sent on overtime, at the discretion of the Chief of Police or ~~their~~his designee. In the event the Chief of Police or ~~their~~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 ~~their~~his regularly scheduled 12-hour workday shall return to the police department immediately following the school and complete the 12-hour workday. Alternatively, ~~they~~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 ~~their~~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 ~~their~~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, ~~they~~she shall be allowed to utilize benefit time in the amount necessary to complete that workday.

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2. If the officer is scheduled to work 12 hours the previous afternoon and/or night, ~~theyshe~~ will work mutually agreed upon hours as designated in schedule adjustments below, but not beyond 2300 the previous night. ~~TheyShe~~ will then attend the school and shall return to the police department immediately following the school and complete the 12-hour workday. Alternatively, ~~theyshe~~ 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 ~~theirher~~ 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, ~~theyshe~~ 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 ~~theirhis~~ 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 ~~theirhis~~ 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).

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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.

<u>Category of Continuous Service</u>	<u>Amount of Vacation</u>
After the completion of one (1) year of continuous service through the end of the fourth year of continuous service	96 Hours

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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 ~~their~~ 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 ~~their~~ 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 ~~their~~ 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 ~~their~~ 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

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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 ~~their~~~~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 ~~their~~~~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.

Section 16.7 Use of Benefit Time

1. For clarification purposes, a 'first request' shall refer to use of benefit time (personal leave, vacation, or compensatory time) during a given shift that is submitted prior to any other benefit leave requests by employees within the same classification. 'First requests' shall not be confused with first round vacation requests. (See also Lexipol policy 1006.2 in reference to vacation time off).
2. First requests for the use of personal leave (as defined in Section 18.4 of the Agreement) shall not be denied on the basis that granting said request will require the

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payment of overtime, as long as said request is for a minimum of four (4) hours and the request is submitted at least four (4) hours in advance of the specific time requested.

3. First requests for the use of vacation time shall not be denied on the basis that granting said request will require the payment of overtime, as long as said leave request is made at least 24 (twenty-four) hours in advance.

4. Requests for the use of compensatory time may be denied if said request will result in the payment of overtime or the accumulation of compensatory time. Once approved, such approval shall not be revoked.

5. Once a request for the use of benefit time has been approved in accordance with the above-specified provisions, such benefit time shall not be re-categorized or re-classified into another type of benefit time.

6. Both parties mutually agree that, notwithstanding the above-specified provisions, the Chief of Police reserves the right to deny any use of benefit time if granting such time would substantially jeopardize the safety of officers or the general public.

7. Both parties mutually agree that, in the event of any conflict or inconsistency between the terms and conditions of this Section 16.7 and any terms or conditions set forth elsewhere in the existing collective bargaining agreement or any other document relating to the subject matter addressed herein, the terms and conditions set forth in this Section 16.7 shall prevail.

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ARTICLE 17 - HOLIDAYS

Section 17.1 Holidays

Through June 30, 2024, 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

Effective July 1, 2024, the following ten (10) days shall be considered holidays:

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

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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

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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 ~~they~~~~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 ~~their~~~~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 ~~they~~~~he~~~~she~~ has ~~ves~~ 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

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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 ~~their/his/her~~ normal daily rate of pay for any day or days on which ~~they/he/she is are~~ 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 ~~their/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 ~~their/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.]

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The use of personal leave shall be subject to the requirements set forth in Section 16.7, Use of Benefit Time.

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 ~~their~~ 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

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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 ~~theirhis/her~~ designee shall not act arbitrarily. It is further understood that the Chief, or ~~theirhis~~ 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 ~~theirhis/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 ~~theirhis/her~~ probationary period, the employee will receive from the City of Urbana an annual taxed uniform allowance in the amount of \$1,237.00 per year beginning July 1, 2020.
- 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 ~~theirhis~~ 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

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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 ~~their~~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 ~~their~~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, baseball style uniform hats, cold gear or base layers worn as part of the everyday uniform

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and 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.
- G. The cost of repair or replacement of baseball style uniform hats and cold gear or base layers worn as part of the everyday uniform will be at 100% of cost to repair or replace,

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:

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"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.

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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, ~~they~~ ~~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

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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

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- 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 ~~they~~~~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

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require reassignment if the officer is then unfit for duty in ~~their~~^{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.

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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 ~~their~~~~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,

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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 202~~30~~, and shall remain in full force and effect until June 30, 202~~63~~. 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, 202~~63~~ 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, 202~~63~~ 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 not less than ten (10) days prior to the desired termination which shall not be before June 30, 202~~63~~, 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
Mayor, City of Urbana
400 South Vine Street
Urbana, IL 61801

For the Union
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

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IN WITNESS WHEREOF, the parties hereto affixed their signatures this ____ day of January
~~December~~August, 2023~~2~~1.

CITY OF URBANA, ILLINOIS

URBANA FOP LODGE #70

Mayor

President

Vice President

ATTEST:

City Clerk

Secretary

Seal of the City of Urbana:

Treasurer

ILLINOIS FOP LABOR COUNCIL:

FOP Labor Council Attorney

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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.

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APPENDIX B – WAGES

The base salaries listed herein reflect the following increases: ~~1.50%~~3.25% as of July 1, 202~~3~~0, ~~2.00~~3.25% as of July 1, 202~~4~~1, and ~~2.50~~3.6% as of July 1, 202~~5~~2. ~~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
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FOP Salary Schedules
 FY 2021-2024 – FY 2023-2026

Police Officer (no degree)		<u>7/1/2020 – 6/30/2021</u>		<u>7/1/2021 – 6/30/2022</u>		<u>7/1/2022 – 6/30/2023</u>	
		40 Hour Week		40 Hour Week		40 Hour Week	
<u>Years of Service</u>	<u>Longevity</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>

Probationary	-	\$31.37	\$65,247.91	\$32.01	\$66,576.87	\$32.82	\$68,271.29
Base	-	\$31.95	\$66,447.91	\$32.59	\$67,776.87	\$33.40	\$69,471.29
After 2	2.0%	\$32.59	\$67,776.87	\$33.24	\$69,132.40	\$34.07	\$70,860.71
After 4	4.0%	\$33.22	\$69,105.83	\$33.89	\$70,487.94	\$34.74	\$72,250.14

Police officer (no degree, w/ mental health training)		<u>7/1/2020 – 6/30/2021</u>		<u>7/1/2021 – 6/30/2022</u>		<u>7/1/2022 – 6/30/2023</u>	
		40 Hour Week		40 Hour Week		40 Hour Week	
<u>Years of Service</u>	<u>Longevity</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>

Probationary	-	\$31.52	\$65,571.04	\$32.17	\$66,906.47	\$32.99	\$68,609.13
Base	-	\$32.10	\$66,771.04	\$32.74	\$68,106.47	\$33.56	\$69,809.13
After 2	2.0%	\$32.74	\$68,106.47	\$33.40	\$69,468.59	\$34.23	\$71,205.31
After 4	4.0%	\$33.39	\$69,441.89	\$34.05	\$70,830.72	\$34.90	\$72,601.49

Police Officer (no degree)		<u>7/1/2023 - 6/30/2024</u>		<u>7/1/2024 - 6/30/2025</u>		<u>7/1/2025 - 6/30/2026</u>	
		40 Hour Week		40 Hour Week		40 Hour Week	
<u>Years of Service</u>	<u>Longevity</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>

Probationary	-	33.9083	70,529.11	35.0290	72,860.30	36.3108	75,526.47
Base	-	34.4851	71,729.11	35.6059	74,060.30	36.8878	76,726.47
After 2	2.0%	35.1749	73,163.69	36.3180	75,541.51	37.6255	78,261.00
After 4	4.0%	35.8646	74,598.27	37.0302	77,022.72	38.3632	79,795.53

Police officer (no degree, w/ mental health training)		<u>7/1/2023 - 6/30/2024</u>		<u>7/1/2024 - 6/30/2025</u>		<u>7/1/2025 - 6/30/2026</u>	
		40 Hour Week		40 Hour Week		40 Hour Week	

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<u>Years of Service</u>	<u>Longevity</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
<u>Probationary</u>	-	<u>34.0759</u>	<u>70,877.93</u>	<u>35.2021</u>	<u>73,220.46</u>	<u>36.4903</u>	<u>75,899.60</u>
<u>Base</u>	-	<u>34.6529</u>	<u>72,077.93</u>	<u>35.7791</u>	<u>74,420.46</u>	<u>37.0671</u>	<u>77,099.60</u>
<u>After 2</u>	<u>2.0%</u>	<u>35.3459</u>	<u>73,519.49</u>	<u>36.4946</u>	<u>75,908.87</u>	<u>37.8085</u>	<u>78,641.59</u>
<u>After 4</u>	<u>4.0%</u>	<u>36.0390</u>	<u>74,961.04</u>	<u>37.2102</u>	<u>77,397.28</u>	<u>38.5498</u>	<u>80,183.58</u>

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Police Officer (associates degree or equivalent, and all officers w/ 5+ years)		<i>7/1/2020 – 6/30/2021</i>		<i>7/1/2021 – 6/30/2022</i>		<i>7/1/2022 – 6/30/2023</i>	
		<i>40 Hour Week</i>		<i>40 Hour Week</i>		<i>40 Hour Week</i>	
<i>Years of Service</i>	<i>Longevity</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>
Probationary	-	\$32.30	\$67,185.66	\$32.96	\$68,553.37	\$33.80	\$70,297.20
Base	-	\$32.88	\$68,385.66	\$33.54	\$69,753.37	\$34.37	\$71,497.20
After 2	2.0%	\$33.54	\$69,753.37	\$34.21	\$71,148.44	\$35.06	\$72,927.15
After 4	4.0%	\$34.19	\$71,121.08	\$34.88	\$72,543.50	\$35.75	\$74,357.09
After 6	6.0%	\$34.85	\$72,488.79	\$35.55	\$73,938.57	\$36.44	\$75,787.03
After 8	8.0%	\$35.51	\$73,856.51	\$36.22	\$75,333.64	\$37.12	\$77,216.98
After 10	10.0%	\$36.17	\$75,224.22	\$36.89	\$76,728.71	\$37.81	\$78,646.92
After 12	12.0%	\$36.82	\$76,591.93	\$37.56	\$78,123.77	\$38.50	\$80,076.87
After 14	14.0%	\$37.48	\$77,959.65	\$38.23	\$79,518.84	\$39.19	\$81,506.81
After 16	16.0%	\$38.14	\$79,327.36	\$38.90	\$80,913.91	\$39.87	\$82,936.76
After 18	18.0%	\$38.80	\$80,695.07	\$39.57	\$82,308.97	\$40.56	\$84,366.70
After 20	20.0%	\$39.45	\$82,062.79	\$40.24	\$83,704.04	\$41.25	\$85,796.64
After 21	20.5%	\$39.62	\$82,404.71	\$40.41	\$84,052.81	\$41.42	\$86,154.13
After 22	21.0%	\$39.78	\$82,746.64	\$40.58	\$84,401.58	\$41.59	\$86,511.62
After 23	21.5%	\$39.95	\$83,088.57	\$40.75	\$84,750.34	\$41.76	\$86,869.10
After 24	22.0%	\$40.11	\$83,430.50	\$40.91	\$85,099.11	\$41.94	\$87,226.59
After 25	22.5%	\$40.28	\$83,772.43	\$41.08	\$85,447.88	\$42.11	\$87,584.07
After 26	23.0%	\$40.44	\$84,114.36	\$41.25	\$85,796.64	\$42.28	\$87,941.56
After 27	23.5%	\$40.60	\$84,456.28	\$41.42	\$86,145.41	\$42.45	\$88,299.05
After 28	24.0%	\$40.77	\$84,798.21	\$41.58	\$86,494.18	\$42.62	\$88,656.53
After 29	24.5%	\$40.93	\$85,140.14	\$41.75	\$86,842.94	\$42.80	\$89,014.02
After 30	25.0%	\$41.10	\$85,482.07	\$41.92	\$87,191.71	\$42.97	\$89,371.50

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Police Officer (assoc. degree or equiv, or 5+ yrs., with mental health training)		<i>7/1/2020 – 6/30/2021</i>		<i>7/1/2021 – 6/30/2022</i>		<i>7/1/2022 – 6/30/2023</i>	
		<i>40 Hour Week</i>		<i>40 Hour Week</i>		<i>40 Hour Week</i>	
<i>Years of Service</i>	<i>Longevity</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>
Probationary	-	\$32.46	\$67,518.49	\$33.12	\$68,892.86	\$33.96	\$70,645.19
Base	-	\$33.04	\$68,718.49	\$33.70	\$70,092.86	\$34.54	\$71,845.19
After 2	2.0%	\$33.70	\$70,092.86	\$34.37	\$71,494.72	\$35.23	\$73,282.09
After 4	4.0%	\$34.36	\$71,467.23	\$35.05	\$72,896.58	\$35.92	\$74,718.99
After 6	6.0%	\$35.02	\$72,841.60	\$35.72	\$74,298.44	\$36.61	\$76,155.90
After 8	8.0%	\$35.68	\$74,215.97	\$36.39	\$75,700.29	\$37.30	\$77,592.80
After 10	10.0%	\$36.34	\$75,590.34	\$37.07	\$77,102.15	\$38.00	\$79,029.70
After 12	12.0%	\$37.00	\$76,964.71	\$37.74	\$78,504.01	\$38.69	\$80,466.61
After 14	14.0%	\$37.66	\$78,339.08	\$38.42	\$79,905.87	\$39.38	\$81,903.51
After 16	16.0%	\$38.32	\$79,713.45	\$39.09	\$81,307.72	\$40.07	\$83,340.42
After 18	18.0%	\$38.98	\$81,087.82	\$39.76	\$82,709.58	\$40.76	\$84,777.32
After 20	20.0%	\$39.65	\$82,462.19	\$40.44	\$84,111.44	\$41.45	\$86,214.22
After 21	20.5%	\$39.81	\$82,805.79	\$40.61	\$84,461.90	\$41.62	\$86,573.45
After 22	21.0%	\$39.98	\$83,149.38	\$40.78	\$84,812.37	\$41.79	\$86,932.67
After 23	21.5%	\$40.14	\$83,492.97	\$40.94	\$85,162.83	\$41.97	\$87,291.90
After 24	22.0%	\$40.31	\$83,836.56	\$41.11	\$85,513.29	\$42.14	\$87,651.13
After 25	22.5%	\$40.47	\$84,180.16	\$41.28	\$85,863.76	\$42.31	\$88,010.35
After 26	23.0%	\$40.64	\$84,523.75	\$41.45	\$86,214.22	\$42.49	\$88,369.58
After 27	23.5%	\$40.80	\$84,867.34	\$41.62	\$86,564.69	\$42.66	\$88,728.80
After 28	24.0%	\$40.97	\$85,210.93	\$41.79	\$86,915.15	\$42.83	\$89,088.03
After 29	24.5%	\$41.13	\$85,554.53	\$41.95	\$87,265.62	\$43.00	\$89,447.26
After 30	25.0%	\$41.30	\$85,898.12	\$42.12	\$87,616.08	\$43.18	\$89,806.48

Police Officer (associates degree or equivalent, and all officers w/ 5+ years)		<i>7/1/2023 - 6/30/2024</i>		<i>7/1/2024 - 6/30/2025</i>		<i>7/1/2025 - 6/30/2026</i>	
		<i>40 Hour Week</i>		<i>40 Hour Week</i>		<i>40 Hour Week</i>	
<i>Years of Service</i>	<i>Longevity</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>

Probationary	-	34.9139	72,620.86	36.0674	75,020.04	37.3865	77,763.96
Base	-	35.4908	73,820.86	36.6443	76,220.04	37.9635	78,963.96
After 2	2.0%	36.2006	75,297.28	37.3771	77,744.44	38.7227	80,543.24
After 4	4.0%	36.9104	76,773.69	38.1100	79,268.84	39.4820	82,122.52

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After 6	6.0%	37.6202	78,250.11	38.8429	80,793.24	40.2412	83,701.80
After 8	8.0%	38.3301	79,726.53	39.5758	82,317.64	41.0005	85,281.07
After 10	10.0%	39.0399	81,202.94	40.3087	83,842.04	41.7598	86,860.35
After 12	12.0%	39.7497	82,679.36	41.0416	85,366.44	42.5191	88,439.63
After 14	14.0%	40.4595	84,155.78	41.7744	86,890.84	43.2783	90,018.91
After 16	16.0%	41.1693	85,632.20	42.5073	88,415.24	44.0376	91,598.19
After 18	18.0%	41.8791	87,108.61	43.2402	89,939.64	44.7969	93,177.47
After 20	20.0%	42.5890	88,585.03	43.9731	91,464.04	45.5561	94,756.75
After 21	20.5%	42.7664	88,954.14	44.1563	91,845.14	45.7459	95,151.57
After 22	21.0%	42.9439	89,323.24	44.3395	92,226.24	45.9358	95,546.39
After 23	21.5%	43.1213	89,692.34	44.5228	92,607.34	46.1256	95,941.21
After 24	22.0%	43.2988	90,061.45	44.7060	92,988.45	46.3154	96,336.03
After 25	22.5%	43.4762	90,430.55	44.8892	93,369.55	46.5052	96,730.85
After 26	23.0%	43.6537	90,799.66	45.0724	93,750.65	46.6950	97,125.67
After 27	23.5%	43.8311	91,168.76	45.2556	94,131.75	46.8849	97,520.49
After 28	24.0%	44.0086	91,537.87	45.4389	94,512.85	47.0747	97,915.31
After 29	24.5%	44.1860	91,906.97	45.6221	94,893.95	47.2645	98,310.13
After 30	25.0%	44.3635	92,276.07	45.8053	95,275.05	47.4543	98,704.95

Police Officer (assoc. degree or equiv, or 5+ yrs., with mental health training)		7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		7/1/2025 - 6/30/2026	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

Probationary	-	35.0866	72,980.16	36.2456	75,391.01	37.5713	78,148.29
Base	-	35.6635	74,180.16	36.8226	76,591.01	38.1483	79,348.29

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After 2	2.0%	36.3768	75,663.76	37.5591	78,122.83	38.9112	80,935.26
After 4	4.0%	37.0901	77,147.37	38.2955	79,654.65	39.6741	82,522.22
After 6	6.0%	37.8034	78,630.97	39.0320	81,186.47	40.4371	84,109.19
After 8	8.0%	38.5166	80,114.57	39.7684	82,718.29	41.2001	85,696.15
After 10	10.0%	39.2299	81,598.17	40.5049	84,250.12	41.9630	87,283.12
After 12	12.0%	39.9432	83,081.78	41.2413	85,781.94	42.7260	88,870.09
After 14	14.0%	40.6564	84,565.38	41.9778	87,313.76	43.4890	90,457.05
After 16	16.0%	41.3697	86,048.98	42.7142	88,845.58	44.2519	92,044.02
After 18	18.0%	42.0830	87,532.59	43.4507	90,377.40	45.0149	93,630.98
After 20	20.0%	42.7962	89,016.19	44.1871	91,909.22	45.7779	95,217.95
After 21	20.5%	42.9746	89,387.09	44.3712	92,292.17	45.9686	95,614.69
After 22	21.0%	43.1529	89,757.99	44.5553	92,675.13	46.1593	96,011.43
After 23	21.5%	43.3312	90,128.89	44.7395	93,058.08	46.3501	96,408.17
After 24	22.0%	43.5095	90,499.79	44.9236	93,441.04	46.5408	96,804.91
After 25	22.5%	43.6878	90,870.69	45.1077	93,823.99	46.7316	97,201.66
After 26	23.0%	43.8662	91,241.60	45.2918	94,206.95	46.9223	97,598.40
After 27	23.5%	44.0445	91,612.50	45.4759	94,589.90	47.1130	97,995.14
After 28	24.0%	44.2228	91,983.40	45.6600	94,972.86	47.3038	98,391.88
After 29	24.5%	44.4011	92,354.30	45.8441	95,355.81	47.4945	98,788.62
After 30	25.0%	44.5794	92,725.20	46.0283	95,738.77	47.6853	99,185.36

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Police Sergeant		<i>7/1/2020 – 6/30/2021</i>		<i>7/1/2021 – 6/30/2022</i>		<i>7/1/2022 – 6/30/2023</i>	
		<i>40 Hour Week</i>		<i>40 Hour Week</i>		<i>40 Hour Week</i>	
<i>Years of Service</i>	<i>Longevity</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>
Base	-	\$40.40	\$84,030.79	\$41.21	\$85,711.41	\$42.24	\$87,854.20
After 2	2.0%	\$41.21	\$85,711.41	\$42.03	\$87,425.64	\$43.08	\$89,611.28
After 4	4.0%	\$42.02	\$87,392.03	\$42.86	\$89,139.87	\$43.93	\$91,368.36
After 6	6.0%	\$42.82	\$89,072.64	\$43.68	\$90,854.09	\$44.77	\$93,125.45
After 8	8.0%	\$43.63	\$90,753.26	\$44.50	\$92,568.32	\$45.62	\$94,882.53
After 10	10.0%	\$44.44	\$92,433.87	\$45.33	\$94,282.55	\$46.46	\$96,639.62
After 12	12.0%	\$45.25	\$94,114.49	\$46.15	\$95,996.78	\$47.31	\$98,396.70
After 14	14.0%	\$46.06	\$95,795.11	\$46.98	\$97,711.01	\$48.15	\$100,153.78
After 16	16.0%	\$46.86	\$97,475.72	\$47.80	\$99,425.24	\$49.00	\$101,910.87
After 18	18.0%	\$47.67	\$99,156.34	\$48.62	\$101,139.46	\$49.84	\$103,667.95
After 20	20.0%	\$48.48	\$100,836.95	\$49.45	\$102,853.69	\$50.69	\$105,425.03
After 21	20.5%	\$48.68	\$101,257.11	\$49.65	\$103,282.25	\$50.90	\$105,864.31
After 22	21.0%	\$48.88	\$101,677.26	\$49.86	\$103,710.81	\$51.11	\$106,303.58
After 23	21.5%	\$49.09	\$102,097.42	\$50.07	\$104,139.36	\$51.32	\$106,742.85
After 24	22.0%	\$49.29	\$102,517.57	\$50.27	\$104,567.92	\$51.53	\$107,182.12
After 25	22.5%	\$49.49	\$102,937.72	\$50.48	\$104,996.48	\$51.74	\$107,621.39
After 26	23.0%	\$49.69	\$103,357.88	\$50.69	\$105,425.03	\$51.95	\$108,060.66
After 27	23.5%	\$49.89	\$103,778.03	\$50.89	\$105,853.59	\$52.16	\$108,499.93
After 28	24.0%	\$50.10	\$104,198.19	\$51.10	\$106,282.15	\$52.37	\$108,939.20
After 29	24.5%	\$50.30	\$104,618.34	\$51.30	\$106,710.71	\$52.59	\$109,378.47
After 30	25.0%	\$50.50	\$105,038.49	\$51.51	\$107,139.26	\$52.80	\$109,817.74

Police Sergeant		<i>7/1/2023 - 6/30/2024</i>		<i>7/1/2024 - 6/30/2025</i>		<i>7/1/2025 - 6/30/2026</i>	
		<i>40 Hour Week</i>		<i>40 Hour Week</i>		<i>40 Hour Week</i>	
<i>Years of Service</i>	<i>Longevity</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>
Base	-	44.1293	91,788.94	45.5635	94,772.08	47.2038	98,183.88
After 2	2.0%	45.0119	93,624.72	46.4748	96,667.52	48.1479	100,147.55
After 4	4.0%	45.8945	95,460.50	47.3860	98,562.96	49.0919	102,111.23
After 6	6.0%	46.7771	97,296.28	48.2973	100,458.41	50.0360	104,074.91
After 8	8.0%	47.6596	99,132.06	49.2086	102,353.85	50.9801	106,038.59

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<u>After 10</u>	<u>10.0%</u>	<u>48.5422</u>	<u>100,967.83</u>	<u>50.1199</u>	<u>104,249.29</u>	<u>51.9242</u>	<u>108,002.26</u>
<u>After 12</u>	<u>12.0%</u>	<u>49.4248</u>	<u>102,803.61</u>	<u>51.0311</u>	<u>106,144.73</u>	<u>52.8682</u>	<u>109,965.94</u>
<u>After 14</u>	<u>14.0%</u>	<u>50.3074</u>	<u>104,639.39</u>	<u>51.9424</u>	<u>108,040.17</u>	<u>53.8123</u>	<u>111,929.62</u>
<u>After 16</u>	<u>16.0%</u>	<u>51.1900</u>	<u>106,475.17</u>	<u>52.8537</u>	<u>109,935.61</u>	<u>54.7564</u>	<u>113,893.30</u>
<u>After 18</u>	<u>18.0%</u>	<u>52.0726</u>	<u>108,310.95</u>	<u>53.7649</u>	<u>111,831.06</u>	<u>55.7005</u>	<u>115,856.97</u>
<u>After 20</u>	<u>20.0%</u>	<u>52.9552</u>	<u>110,146.73</u>	<u>54.6762</u>	<u>113,726.50</u>	<u>56.6445</u>	<u>117,820.65</u>
<u>After 21</u>	<u>20.5%</u>	<u>53.1758</u>	<u>110,605.67</u>	<u>54.9040</u>	<u>114,200.36</u>	<u>56.8806</u>	<u>118,311.57</u>
<u>After 22</u>	<u>21.0%</u>	<u>53.3965</u>	<u>111,064.62</u>	<u>55.1318</u>	<u>114,674.22</u>	<u>57.1166</u>	<u>118,802.49</u>
<u>After 23</u>	<u>21.5%</u>	<u>53.6171</u>	<u>111,523.56</u>	<u>55.3597</u>	<u>115,148.08</u>	<u>57.3526</u>	<u>119,293.41</u>
<u>After 24</u>	<u>22.0%</u>	<u>53.8377</u>	<u>111,982.51</u>	<u>55.5875</u>	<u>115,621.94</u>	<u>57.5886</u>	<u>119,784.33</u>
<u>After 25</u>	<u>22.5%</u>	<u>54.0584</u>	<u>112,441.45</u>	<u>55.8153</u>	<u>116,095.80</u>	<u>57.8246</u>	<u>120,275.25</u>
<u>After 26</u>	<u>23.0%</u>	<u>54.2790</u>	<u>112,900.40</u>	<u>56.0431</u>	<u>116,569.66</u>	<u>58.0607</u>	<u>120,766.17</u>
<u>After 27</u>	<u>23.5%</u>	<u>54.4997</u>	<u>113,359.34</u>	<u>56.2709</u>	<u>117,043.52</u>	<u>58.2967</u>	<u>121,257.09</u>
<u>After 28</u>	<u>24.0%</u>	<u>54.7203</u>	<u>113,818.29</u>	<u>56.4987</u>	<u>117,517.38</u>	<u>58.5327</u>	<u>121,748.01</u>
<u>After 29</u>	<u>24.5%</u>	<u>54.9410</u>	<u>114,277.23</u>	<u>56.7266</u>	<u>117,991.24</u>	<u>58.7687</u>	<u>122,238.93</u>
<u>After 30</u>	<u>25.0%</u>	<u>55.1616</u>	<u>114,736.18</u>	<u>56.9544</u>	<u>118,465.10</u>	<u>59.0047</u>	<u>122,729.84</u>

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Police Sergeant (with mental health training)		<i>7/1/2020 – 6/30/2021</i>		<i>7/1/2021 – 6/30/2022</i>		<i>7/1/2022 – 6/30/2023</i>	
		<i>40 Hour Week</i>		<i>40 Hour Week</i>		<i>40 Hour Week</i>	
<i>Years of Service</i>	<i>Longevity</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>
Base	-	\$40.59	\$84,419.63	\$41.40	\$86,108.02	\$42.43	\$88,260.72
After 2	2.0%	\$41.40	\$86,108.02	\$42.23	\$87,830.18	\$43.28	\$90,025.94
After 4	4.0%	\$42.21	\$87,796.42	\$43.05	\$89,552.34	\$44.13	\$91,791.15
After 6	6.0%	\$43.02	\$89,484.81	\$43.88	\$91,274.50	\$44.98	\$93,556.37
After 8	8.0%	\$43.83	\$91,173.20	\$44.71	\$92,996.67	\$45.83	\$95,321.58
After 10	10.0%	\$44.64	\$92,861.59	\$45.54	\$94,718.83	\$46.68	\$97,086.80
After 12	12.0%	\$45.46	\$94,549.99	\$46.37	\$96,440.99	\$47.53	\$98,852.01
After 14	14.0%	\$46.27	\$96,238.38	\$47.19	\$98,163.15	\$48.37	\$100,617.23
After 16	16.0%	\$47.08	\$97,926.77	\$48.02	\$99,885.31	\$49.22	\$102,382.44
After 18	18.0%	\$47.89	\$99,615.16	\$48.85	\$101,607.47	\$50.07	\$104,147.65
After 20	20.0%	\$48.70	\$101,303.56	\$49.68	\$103,329.63	\$50.92	\$105,912.87
After 21	20.5%	\$48.91	\$101,725.66	\$49.88	\$103,760.17	\$51.13	\$106,354.17
After 22	21.0%	\$49.11	\$102,147.75	\$50.09	\$104,190.71	\$51.34	\$106,795.48
After 23	21.5%	\$49.31	\$102,569.85	\$50.30	\$104,621.25	\$51.56	\$107,236.78
After 24	22.0%	\$49.52	\$102,991.95	\$50.51	\$105,051.79	\$51.77	\$107,678.08
After 25	22.5%	\$49.72	\$103,414.05	\$50.71	\$105,482.33	\$51.98	\$108,119.39
After 26	23.0%	\$49.92	\$103,836.15	\$50.92	\$105,912.87	\$52.19	\$108,560.69
After 27	23.5%	\$50.12	\$104,258.24	\$51.13	\$106,343.41	\$52.40	\$109,001.99
After 28	24.0%	\$50.33	\$104,680.34	\$51.33	\$106,773.95	\$52.62	\$109,443.30
After 29	24.5%	\$50.53	\$105,102.44	\$51.54	\$107,204.49	\$52.83	\$109,884.60
After 30	25.0%	\$50.73	\$105,524.54	\$51.75	\$107,635.03	\$53.04	\$110,325.90

Police Sergeant (with mental health training)		<u>7/1/2023 - 6/30/2024</u>		<u>7/1/2024 - 6/30/2025</u>		<u>7/1/2025 - 6/30/2026</u>	
		<u>40 Hour Week</u>		<u>40 Hour Week</u>		<u>40 Hour Week</u>	
<u>Years of Service</u>	<u>Longevity</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>

Base	-	44.3311	92,208.67	45.7719	95,205.45	47.4196	98,632.85
After 2	2.0%	45.2177	94,052.85	46.6873	97,109.56	48.3680	100,605.51
After 4	4.0%	46.1043	95,897.02	47.6027	99,013.67	49.3164	102,578.16
After 6	6.0%	46.9910	97,741.19	48.5182	100,917.78	50.2648	104,550.82
After 8	8.0%	47.8776	99,585.37	49.4336	102,821.89	51.2132	106,523.48

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<u>After 10</u>	<u>10.0%</u>	<u>48.7642</u>	<u>101,429.54</u>	<u>50.3490</u>	<u>104,726.00</u>	<u>52.1616</u>	<u>108,496.14</u>
<u>After 12</u>	<u>12.0%</u>	<u>49.6508</u>	<u>103,273.71</u>	<u>51.2645</u>	<u>106,630.11</u>	<u>53.1100</u>	<u>110,468.79</u>
<u>After 14</u>	<u>14.0%</u>	<u>50.5374</u>	<u>105,117.89</u>	<u>52.1799</u>	<u>108,534.22</u>	<u>54.0584</u>	<u>112,441.45</u>
<u>After 16</u>	<u>16.0%</u>	<u>51.4241</u>	<u>106,962.06</u>	<u>53.0953</u>	<u>110,438.33</u>	<u>55.0068</u>	<u>114,414.11</u>
<u>After 18</u>	<u>18.0%</u>	<u>52.3107</u>	<u>108,806.23</u>	<u>54.0108</u>	<u>112,342.44</u>	<u>55.9552</u>	<u>116,386.76</u>
<u>After 20</u>	<u>20.0%</u>	<u>53.1973</u>	<u>110,650.41</u>	<u>54.9262</u>	<u>114,246.54</u>	<u>56.9036</u>	<u>118,359.42</u>
<u>After 21</u>	<u>20.5%</u>	<u>53.4190</u>	<u>111,111.45</u>	<u>55.1551</u>	<u>114,722.57</u>	<u>57.1407</u>	<u>118,852.58</u>
<u>After 22</u>	<u>21.0%</u>	<u>53.6406</u>	<u>111,572.49</u>	<u>55.3839</u>	<u>115,198.60</u>	<u>57.3778</u>	<u>119,345.75</u>
<u>After 23</u>	<u>21.5%</u>	<u>53.8623</u>	<u>112,033.54</u>	<u>55.6128</u>	<u>115,674.63</u>	<u>57.6149</u>	<u>119,838.91</u>
<u>After 24</u>	<u>22.0%</u>	<u>54.0839</u>	<u>112,494.58</u>	<u>55.8417</u>	<u>116,150.65</u>	<u>57.8520</u>	<u>120,332.08</u>
<u>After 25</u>	<u>22.5%</u>	<u>54.3056</u>	<u>112,955.62</u>	<u>56.0705</u>	<u>116,626.68</u>	<u>58.0891</u>	<u>120,825.24</u>
<u>After 26</u>	<u>23.0%</u>	<u>54.5272</u>	<u>113,416.67</u>	<u>56.2994</u>	<u>117,102.71</u>	<u>58.3262</u>	<u>121,318.41</u>
<u>After 27</u>	<u>23.5%</u>	<u>54.7489</u>	<u>113,877.71</u>	<u>56.5282</u>	<u>117,578.74</u>	<u>58.5633</u>	<u>121,811.57</u>
<u>After 28</u>	<u>24.0%</u>	<u>54.9706</u>	<u>114,338.75</u>	<u>56.7571</u>	<u>118,054.76</u>	<u>58.8004</u>	<u>122,304.73</u>
<u>After 29</u>	<u>24.5%</u>	<u>55.1922</u>	<u>114,799.80</u>	<u>56.9860</u>	<u>118,530.79</u>	<u>59.0375</u>	<u>122,797.90</u>
<u>After 30</u>	<u>25.0%</u>	<u>55.4139</u>	<u>115,260.84</u>	<u>57.2148</u>	<u>119,006.82</u>	<u>59.2745</u>	<u>123,291.06</u>

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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%

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APPENDIX D – STAND-BY PAY

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

July 1, 2020 through June 30, 2021	\$247
July 1, 2021 through June 30, 2022	\$255
July 1, 202 32 through June 30, 202 63	\$262

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

Situation	Conditions / Limits	Return Policy & Documentation
Officer Sick — <ul style="list-style-type: none"> • 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. <i>When</i> injured, travel restrictions limited by injury only. May take partial days when officer becomes ill after their ^{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 - <ul style="list-style-type: none"> • 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.

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**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 their ^{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 their ^{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.

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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.

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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.

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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:

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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 ~~their/his/her~~ immediate supervisor with notice of ~~their/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.

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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 ~~their~~^{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.

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July 1, 2023⁹ through June 30, 2026³

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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.

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SIDE LETTER (CPRB)
BETWEEN THE FRATERNAL ORDER OF POLICE &
THE CITY OF URBANA, ILLINOIS
Page 1 of 2

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

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SIDE LETTER
BETWEEN THE FRATERNAL ORDER OF POLICE &
THE CITY OF URBANA, ILLINOIS
Page 2 of 2

- E. An officer who is the subject of CPRB proceedings shall be entitled to know if ~~their~~^{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.
- F. 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.

/s/ Laurel Lunt Prussing
For the City of Urbana

/s/ Sylvia Morgan
For Urbana Lodge # 70 of the Fraternal Order of Police

/s/ Richard V. Stewart, Jr.
For The Illinois Fraternal Order of Police Labor Council

TO: Urbana City Council
FROM: Diane Wolfe Marlin
RE: Board and Commission Appointments
DATE: March 13, 2023

I am pleased to submit the following Appointments for your approval:

The Urbana Free Library Board of Trustees – term ending June 30, 2024

- **Erica Bellina**

Erica is a 1-year resident of Urbana and brings 20 years of experience as an early childhood educator. She holds a Master of Education in Infant and Early Childhood Special Education from the University of Illinois at Urbana Champaign.

“My mother was a librarian and I grew up with libraries as a central part of my life. My family was, and continues to be, passionate about the services that libraries provide to the community. We use our local libraries weekly. As a teacher, I know what a profound impact access to a quality library can have on someone's life. I believe that libraries play a vital role in furthering equal opportunity and democracy and I would like to volunteer my time toward this goal.”

Urbana Public Television Commission – term ending June 30, 2026

- **John Gutzmer**

John is a 28-year resident of Champaign County and is the Chief Information Officer for Urbana School District #116.

“UPTV works closely with Urbana School District #116 to provide services for Board of Education meetings and other content. As a representative of the District, I would strive to make UPTV services as current, useful, and relevant to our constituents as possible. Additionally, we have an interest in making sure that the technology that drives UPTV remains as up-to-date as possible, to provide consistent high quality service.”

