



CITY OF URBANA COMMITTEE OF THE WHOLE MEETING

DATE: Tuesday, January 03, 2023
TIME: 7:00 PM
PLACE: 400 South Vine Street, Urbana, IL 61801

AGENDA

Chair: James Quisenberry, Ward 7

- A. Call to Order and Roll Call
- B. Approval of Minutes of Previous Meeting
- C. Additions to the Agenda
- D. Closed Session: Property Acquisition Issues Pursuant to 5 ILCS 120/2 (c) (5); Collective Bargaining Pursuant to 5 ILCS 120/2 (c) (2)
- E. Presentations and Public Input
- F. Staff Report
- G. Unfinished Business
 - [1. 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
 - [2. Ordinance No. 2022-12-054:](#) An Ordinance Amending Urbana City Code Chapter Three, Section 3-43 (Increasing the Number of Class R&T-1 Liquor Licenses for Best of Africa Food Store LLC, 208 West Griggs Street, Urbana, IL) - Exec
 - [3. Resolution No. 2022-12-092R:](#) A Resolution Approving an Amended and Restated Right-of-Way License Agreement with MCDJ, LLC (208 West Griggs Street) - PW
- H. New Business
 - [1. Ordinance No. 2023-01-001:](#) An Ordinance Authorizing an Office Lease (Cohen Building -136 West Main Street) - Exec
- I. Discussion
 - [1. Prioritizing Planning Division Projects - CD](#)
- J. Council Input and Communications
- K. 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



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

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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DRAFT

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 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.

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 sign-up.

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.

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 G1.

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.

City of Urbana & Fraternal Order of Police Contract
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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

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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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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

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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

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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

DRAFT

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

Item G1.

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.

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

SIDE LETTER (CPRB)

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

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
Page 2 of 2

- 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

July 1, 202~~30~~³⁹ – June 30, 202~~63~~⁶⁴

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
July 1, 202~~30~~³⁹ through June 30, 202~~63~~⁶⁴

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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~~^{his/her} 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 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.

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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} 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 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~~^{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~~ ~~haves~~ 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~~~~his~~~~her~~ anniversary date of employment. For purposes of this Agreement, time lost from active duty due to a bona fide job-related injury, or time charged as vacation time or legitimate paid sick leave (i.e., legitimate incapacitation or illness of the employee for which sick leave is paid) will be included in a determination of eligibility requirements.

Section 16.3 Vacation Scheduling

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

During the watch assignment process outlined in Section 12.4 of this Agreement, once the officer is notified that the first round selection process is to them, the officer will have 72 hours to make their first round vacation selection. Once the officer is notified that the second round selection process is to them, the officer will have 48 hours from that notification to make their second round vacation selection. Failure to abide by the time limit without permission of the Chief or ~~their~~~~his~~ designee will cause the officer to be "passed" for the purpose of that vacation selection round.

After the 1st and 2nd round vacation dates are selected, the Chief of Police or ~~their~~~~his~~ designee will identify four (4) dates (two for each patrol team) during the sign-up which vacation has not been scheduled. These dates will be reserved as Department wide training dates and benefit time will

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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~~es~~ 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

City of Urbana & Fraternal Order of Police Contract***July 1, 202~~30~~ through June 30, 202~~63~~*****Formatted: Font: Italic**

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 ~~theirhis/her~~ normal daily rate of pay for any day or days on which ~~theyhe/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 ~~theirhis/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 ~~theirhis/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~~^{her} job. Sick leave may also be utilized in the event of illness or injury involving a member of the immediate family and household members under the conditions of this Agreement. Appendix E, attached hereto, outlines the circumstances under which employees can utilize sick leave as well as the requirements for documentation and the process for returning to work.

Section 19.2 Rate of Accumulation

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

Section 19.3 Return from Sick Leave

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

Section 19.4 Payment for Sick Leave

Upon retirement, an employee who separates in good standing will be paid for the remaining accumulated sick leave hours in to be paid at a rate of 50% of the employee's hourly pay, including

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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 ~~their~~his/her designee shall not act arbitrarily. It is further understood that the Chief, or ~~their~~his designee, retains the right to investigate the legitimacy of any use of sick leave. Failure to provide the proper documentation or comply with the terms of this Article may result in unpaid time and/or discipline.

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

Section 19.6 Sick Leave Incentive

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

ARTICLE 20 - CLOTHING ALLOWANCE

Section 20.1 Initial Issue and Replacement

- A. The City shall require and provide an initial issue of clothing and equipment at no expense to the employee. This initial issue of clothing and equipment shall be determined from time to time by the Chief of Police. Serviceable uniforms and uniform equipment shall not be used for any purpose while in an off-duty status, without the express permission of the Chief of Police.
- B. In the event an employee fails to complete ~~their~~his/her probationary period, all articles of uniforms and uniform equipment issued in accordance with this Section shall be returned to the City. Initial issue of uniforms will be completed within twelve (12) months from an employee's starting date of employment.
- C. After an employee has satisfactorily completed ~~their~~his/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 ~~their~~his job. During June and December of each year, the Chief of Police will order an inspection of each Officer's city issued equipment. If City issued uniforms and equipment are found to be

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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

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

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IN WITNESS WHEREOF, the parties hereto affixed their signatures this ____ day of January
~~December~~August, 202~~32~~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

City of Urbana & Fraternal Order of Police Contract
July 1, 202~~30~~ through June 30, 202~~63~~

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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: ~~4.50%~~^{3.25%} as of July 1, 202~~30~~³⁹, ~~2.00~~^{3.25}% as of July 1, 202~~41~~⁴¹, and ~~2.50~~^{3.6}% as of July 1, 202~~52~~⁵². ~~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.

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FOP Salary Schedules
FY 2021-2024 – FY 20232026

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>	
		<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>

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>	
		<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>

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>	
		<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>

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

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>	
		<u>40 Hour Week</u>		<u>40 Hour Week</u>		<u>40 Hour Week</u>	

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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)		7/1/2020–6/30/2021		7/1/2021–6/30/2022		7/1/2022–6/30/2023	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual
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)		7/1/2020 – 6/30/2021		7/1/2021 – 6/30/2022		7/1/2022 – 6/30/2023	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

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

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Police Sergeant		7/1/2020 – 6/30/2021		7/1/2021 – 6/30/2022		7/1/2022 – 6/30/2023	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

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		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

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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After 10	<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>
After 12	<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>
After 14	<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>
After 16	<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>
After 18	<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>
After 20	<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>
After 21	<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>
After 22	<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>
After 23	<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>
After 24	<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>
After 25	<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>
After 26	<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>
After 27	<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>
After 28	<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>
After 29	<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>
After 30	<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)		<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	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

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>	
		40 Hour Week		40 Hour Week		40 Hour Week	
Years of Service	Longevity	Hourly	Annual	Hourly	Annual	Hourly	Annual

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 	<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^{his} 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>
Officer Injured - <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>
Childbirth Issues: Pregnancy, miscarriages, abortion, childbirth, recovery	<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>
City Family Medical Leave Policy — Employee	<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>

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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.

City of Urbana & Fraternal Order of Police Contract
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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.

City of Urbana & Fraternal Order of Police Contract
July 1, 202~~30~~³⁹ through June 30, 202~~63~~⁶²

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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:

City of Urbana & Fraternal Order of Police Contract
July 1, 202~~30~~ through June 30, 202~~63~~

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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.

City of Urbana & Fraternal Order of Police Contract
July 1, 202~~30~~ through June 30, 202~~63~~

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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.

City of Urbana & Fraternal Order of Police Contract
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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~~^{his} designee.

City of Urbana & Fraternal Order of Police Contract
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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



MEMORANDUM

TO: City Council
FROM: Diane Wolfe Marlin, Mayor and Local Liquor Control Commissioner
Kate Levy, Deputy Local Liquor Control Commissioner
DATE: December 15, 2022
RE: **Increasing the number of Class R&T-1 liquor licenses for Best of Africa Food Store LLC**

Best of Africa Food Store LLC currently holds a Class P (Package Liquor) Liquor License for the grocery store Best of Africa Food Store located at 208 West Griggs Street in Urbana.

The LLC is now applying for an additional license, an R&T-1 (Restaurant & Tavern; all alcohol) Liquor License for their newly opened restaurant Mama's African Kitchen also located at 208 West Griggs Street in Urbana.

The 2 licenses will be for separate defined spaces at the 208 West Griggs Street address, and usage parameters of each licensed area shall not overlap with the other.

ORDINANCE NO. _____

AN ORDINANCE AMENDING URBANA CITY CODE CHAPTER THREE, SECTION
3-43

(Increasing the number of Class R&T-1 liquor licenses for Best of Africa Food Store LLC, 208 W Griggs St, Urbana, IL)

WHEREAS, the City Council heretofore has adopted Urbana City Code Section 3-43 to establish limits on the number of liquor licenses issued in the City in this Class R&T-1 designation; and

WHEREAS, the City Council finds that the best interests of the City are served by increasing the number of Class R&T-1 liquor licenses for **Best of Africa Food Store LLC, 208 W Griggs St, Urbana, IL**; and

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

Section 1.

Urbana City Code Chapter 3, "Alcoholic Liquors," Article III, "Retail License," Section 3-43, "Limitations on number issued," subsection 3-43(a), is hereby amended and as amended shall read as follows:

Sec. 3-43. - Limitations on number issued.

(a) The maximum number of liquor licenses authorized for the license classifications set forth below is as follows:

Classification	Number authorized
A	7
BYOB-R	0
CA	1
CS	0
FM	0
GC	1
GH	9
H	2
MB-1	0
MB-2	2
N	1
P	27
PB	0

R&T-1	14 15
R&T-2	11
TH	0
URO	0

Section 2.

Those sections, paragraphs, and provisions of the Urbana City Code that are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portions of the Urbana City Code other than those expressly set forth as amended or repealed in this Ordinance. The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

Section 3.

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4.

The City Clerk is directed to publish this Ordinance in pamphlet form by authority of the corporate authorities, and this Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

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

AYES:

NAYS:

Phyllis Clark, City Clerk

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

Diane Wolfe Marlin, Mayor



**CITY OF URBANA, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING**

M E M O R A N D U M

TO: Mayor Diane Wolfe Marlin and Members of City Council
FROM: John C. Zeman, City Engineer
DATE: December 14, 2022
RE: A RESOLUTION APPROVING AN AMENDED AND RESTATED RIGHT-OF-WAY LICENSE AGREEMENT WITH MCDJ, LLC (208 W. GRIGGS STREET)

Introduction

The City has had a license agreement with MCDJ, LLC for areas adjacent to 208 W. Griggs Street since December 2016. The existing license agreement was amended and restated in May 2018. We are proposing a second amendment and restatement of the existing license agreement for Council's approval.

The existing license agreement included 1,328 square feet (SF) of City right-of-way and property adjacent to 208 W. Griggs Street to allow MCDJ, LLC to construct an entryway, patio, and awning for 25 O'Clock Brewing Company. The proposed amended and restated license agreement would add 1,050 SF of area along the north side of Griggs Street and 16 existing parking spaces that are located in City Parking Lot #25 and along the north property line of 208 W. Griggs Street. The proposed areas will be used for reserved parking for the businesses at 208 W. Griggs Street and to construct entryways, patios, and awnings for Best of Africa's Food Store, Mama's African Kitchen, and a proposed banquet center. The existing and proposed areas for the proposed amended and restated license agreement are depicted in Exhibit A-2, which is attached to the agreement.

Financial Impact

MCDJ, LLC will pay an annual fee of \$7,781.30 to the City for use of the City right-of-way and property according to the City's Schedule of Fees. This annual fee was determined based on 2,378 SF of right-of-way area at a rate of \$0.85 per SF, plus 16 existing parking spaces at a rate of \$360 per parking space (in Parking Lot #25). The annual fee will be adjusted by the Consumer Price Index each year of the agreement.

Recommendation

Staff recommends that Council approve the attached resolution.

Attachments: Resolution 2022-12-____R
 Amended and Restated License Agreement with MCDJ, LLC (208 W. Griggs Street)

RESOLUTION NO. 2022-12-__ R**A RESOLUTION APPROVING AN AMENDED AND RESTATED RIGHT-OF-WAY
LICENSE AGREEMENT WITH MCDJ, LLC (208 W. GRIGGS STREET)**

WHEREAS, on December 19, 2016, the City Council passed Ordinance No. 2016-12-115, approving a right-of-way license agreement between MCDJ, LLC and the City of Urbana for 208 W. Griggs Street; and

WHEREAS, on May 21, 2018, the City Council passed Ordinance No. 2018-05-035, approving an amended and restated right-of-way license agreement between MCDJ, LLC and the City of Urbana for 208 W. Griggs Street; and

WHEREAS, both parties desire to amend and restate the agreement; and

WHEREAS, the City Council, after due consideration, finds that amending and restating the agreement as herein provided is in the best interests of the residents of the City and is desirable for the welfare of the City's government and affairs.

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

An amended and restated right-of-way license agreement between MCDJ, LLC and the City of Urbana for 208 W. Griggs Street, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, is hereby authorized and approved. The Mayor of the City of Urbana is hereby authorized to execute and deliver said agreement as so authorized and approved for and on behalf of the City of Urbana.

PASSED BY THE CITY COUNCIL this ____ day of January, 2023.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of January, 2023.

Diane Wolfe Marlin, Mayor

Mail recorded document to:

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802

City of Urbana – Champaign County

AMENDED AND RESTATED LICENSE AGREEMENT

MCDJ, LLC
208 West Griggs Street
Urbana, Illinois 61801-2608

AMENDED AND RESTATED LICENSE AGREEMENT

MCDJ, LLC, an Illinois limited liability company ("Company"), and the City of Urbana, an Illinois municipal corporation ("City"), each a "party" and together the "parties," mutually agree to amend and restate the license agreement authorized by Ordinance No. 2016-12-115, dated December 21, 2016, and the amended license agreement authorized by Ordinance No. 2018-05-035, dated May 23, 2018. This amended and restated license agreement is effective on the last date signed by a party hereto and is to read in its entirety as follows:

1. **Grant of license.** The City hereby grants and the Company hereby accepts a nonexclusive, nontransferable, nonassignable, and revocable license to construct, maintain, operate, repair, and remove a facility ("Facility") consisting of parking, entryways, patios, awnings, and an outdoor serving area, including chairs and tables (comprising approximately 7,160 square feet total), located within public right-of-way or public property on the south, east, and north sides of 208 Griggs Street, Urbana, Illinois ("Licensed Property"), as shown in Exhibit A-2.
 - A. The license gives the Company permission to use the Licensed Property for the limited purposes and term stated in this agreement. The license is not a warranty of title and does not convey any right, title, or interest in the Licensed Property.
 - B. The license is subject to the rights of any public utility or other person or entity currently having rights, licenses, franchises, or easements in and about the Licensed Property.
 - C. The Company shall fully and faithfully perform and comply with all terms, conditions, and covenants contained in this agreement. If the Company fails to perform or comply with any term, condition, or covenant in this agreement, the City may revoke the license after giving the Company a period in which to cure such failure as set forth in this agreement.
 - D. The Company shall not transfer or assign the license.
 - E. The license is nonexclusive and at all times subordinate to the City's and the public's use of the Licensed Property for purposes normally associated with a public right-of-way and/ or public facilities. Accordingly, if necessary to accommodate repair, maintenance, or construction of City utilities or improvements to the Licensed Property, the Company shall, at its sole cost, relocate or remove all or any portion of the Facility not more than 90 days after the City's Public Works Director ("Director") directs such relocation or removal in writing.

- F. The Company shall use its best efforts to maintain contractors on any work project involving the Facility and to work toward its timely completion, barring inclement weather or other situations beyond the Company's control.
 - G. A continuous pedestrian access route, according to the Public Right-of-Way Accessibility Guidelines, shall be maintained along the north side of the Griggs Street right-of-way.
 - H. The license includes the rental lease to the Company of sixteen (16) existing parking spaces located along the north side of 208 Griggs Street and within City Parking Lot #25. These sixteen (16) parking spaces are reserved 24 hours per day, 7 days per week for the Company's use. The Company will be responsible for properly signing the reserved parking spaces and any enforcement required in the event of an unauthorized vehicle in one of the reserved parking spaces. The City will not ticket or tow an unauthorized vehicle in one of the reserved parking spaces.
2. **Term; termination.** This agreement is binding upon the parties hereto for a term of 20 years commencing as of its effective date, unless sooner terminated in accordance with this agreement. The parties may terminate this agreement at any time by mutual written consent. Either party may terminate this agreement for cause by giving written notice to the other party at least 45 days prior to the proposed termination. Such party shall specify the reason or reasons for such termination in the written notice and shall specifically state that such termination will become effective on a date at least 45 days after the date thereof if the other party does not completely cure the reason or reasons for such notice of termination.
 3. **Fee.** On the effective date of this agreement and on each anniversary of such date thereafter, the Company shall pay to the City, in advance and without demand, an annual fee of \$7,781.30 as compensation for the license granted under this agreement, minus credits and prorations for amounts paid under the previous version of this agreement. The Company shall pay to the City the annual fee and all other charges required to be paid under this agreement by cash, valid check, or money order at City of Urbana Accounting, 400 S. Vine Street, Urbana, Illinois 61801. The City may adjust the amount set for compensation on January 1 of each year beginning January 1, 2023, in accordance with the Consumer Price Index (CPI-U) published by the United States Department of Labor, Chicago area, all items for all urban consumers, or other generally recognized index which succeeds the Consumer Price Index.
 4. **Insurance.** On the effective date of this agreement and on each anniversary of such date thereafter, the Company shall submit to the City, in advance and without demand, a copy of Certificate of Insurance, listing the City of Urbana as additionally insured, for the license granted under this agreement. The Company shall submit a copy of Certificate of Insurance to City of Urbana Accounting, 400 S. Vine Street, Urbana, Illinois 61801.

5. **Installation.** The Company warrants that installation of the Facility will be done and completed in a good and competent manner, in accordance with all requirements of law, and at no expense to the City.
6. **Plan submission.** Upon completion of construction of the Facility, or each segment thereof, the Company shall provide as-built plans to the City in an electronic format compatible with the City's Geographic Information System.
7. **Maintenance.** The Company shall maintain the Facility in good and safe condition and in a manner that complies with all applicable laws. In the outdoor area on the east side of the building, the Company shall, at its sole expense, provide for regular landscaping, including without limitation mowing, watering, weeding, edging, trimming, pruning, fertilizing, mulching, and removing and replacing dead or dying plants, as needed to maintain high aesthetic standards.
8. **Repair.** After doing any work, the Company at its sole cost and expense shall promptly repair and restore to the extent practicable any right-of-way and/ or property disturbed by the Company, including without limitation all sidewalks, parkways, or pavements, to their original condition or better in accordance with the specifications of the City.
 - A. If any such sidewalk, parkway, or pavement becomes uneven, unsettled, or otherwise requires repairing, because of such disturbance by the Company, the Company, as soon as climatic conditions reasonably permit, shall promptly, and no more than 15 days from receipt of notice from the City to do so, cause such sidewalk, parkway, or pavement to be repaired or restored. The Company shall complete such restoration no more 10 days after the date of commencement of such restoration work. If the Company fails to commence and complete the restoration work in the manner and within the times prescribed in this section, the City may perform such work, and the Company shall pay any costs and expenses the City incurs upon written demand by the City.
 - B. If such right-of-way or improvement cannot be so repaired, replaced, or restored, the Company shall compensate the City for the cost or reasonable value of such improvements in an amount estimated by an independent architect, engineer, or contractor mutually agreed upon by the parties.
 - C. Within a reasonable time after completion of any excavations in lawns or grassy parkways, the Company shall backfill, tamp, and restore with seed or mulch all disturbed areas to at least as good a condition as existing immediately preceding the excavation.
 - D. At the Director's discretion, the Company shall repair or replace any shrubs, bushes, or trees existing within the Licensed Property that are disturbed by reason of the construction, maintenance, or repair of the Facility.

- E. The Company shall promptly repair and restore at its own expense all damage it causes to any other utility, including but not limited to storm and sanitary sewers and their services, street lighting, traffic signals, field tiles or facilities from any other utility company.
- F. The provisions in this section 7 will survive the termination of this agreement.

9. **Removal.**

- A. The City may remove and dispose of the Facility, or any portion thereof, upon occurrence of any of the following:
 - (1) an emergency that presents imminent peril to person or property;
 - (2) the Company's non-compliance with any term, provision, or covenant that is not cured within the time provided for in this agreement following notice of such non-compliance tendered to the Company;
 - (3) the Director or other responsible City official, in good faith, deems the procedure in section 7 impracticable under the circumstances present;
 - (4) termination of this agreement for any reason;
 - (5) the Company's abandonment of the Facility's in accordance with the provisions in section 9 of this agreement; or
 - (6) expiration of this agreement in the absence of any renewal thereof.
- B. The Company shall bear all costs and expenses incurred in the removal and disposal of the Facility and the restoration of the Licensed Property.
- C. If the Company fails in any way to make timely payment to the City for such costs and expenses, the Company shall pay, in addition to any amount so owed, the City's reasonable attorneys' fees and court costs incurred in the collection of such amount. This provision will survive the termination of this agreement.

10. **Lapse and termination.** The license granted in this agreement is limited to the construction, maintenance, operation, repair, and removal of the Facility. Any additional use other than that specifically named in this agreement, without the further express written consent of the City, is a violation of this agreement. Upon cessation of such use, as determined by the Director, this agreement immediately and automatically will lapse and terminate. If the Director believes the Company is no longer using the Facility or that it otherwise has been abandoned, he or she shall notify the Company in writing that the City is asserting its right to declare this agreement lapsed and terminated. Such notice will state that the Company has 30 days to reassert its rights under this agreement and demonstrate that it has not in fact abandoned the license granted by this agreement. If the Company demonstrates

within the 30-day period that it has not abandoned the Facility, this agreement will remain in force and effect according to its terms. If the Company does not demonstrate within the 30-day period that it has not abandoned the Facility, this agreement will be deemed lapsed, terminated, and no longer in effect.

11. **Indemnification.** The Company shall indemnify and defend the City, its officers, employees, and agents against all claims, losses, liability, or damage of whatsoever nature, including without limitation reasonable attorney's fees and costs, arising from or in any way related to the Company's construction, maintenance, operation, repair, or removal of the Facility, except to the extent caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents. This section will survive the termination of this agreement.
12. **Entire agreement; amendment.** This agreement, together with its attachment, constitutes the entire agreement between the parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be amended except by a writing signed by both parties.
13. **Notices.** The parties shall give all notices required or permitted by this agreement in writing. All notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier service (e.g., FedEx or UPS). A notice delivered by email will be deemed given when the recipient acknowledges having received the email by an email sent to the sender's email address, as stated in this section, or by a notice delivered by another method in accordance with this section. An automatic "read receipt" will not constitute acknowledgment of an email for purposes of this section. Each party's address is stated below and may be changed to such other address as the party may hereafter designate by notice.

MCDJ, LLC

City of Urbana

MCDJ, LLC
Attention: Michael D. Hosier, Manager
1300 S. Neil Street
Champaign, Illinois 61820-6528

Public Works Director
City of Urbana
706 Glover Avenue
Urbana, Illinois 61802-4427

14. **Non-waiver.** Either party's failure to enforce any provision of this agreement will not be deemed a waiver of future enforcement of that or any other provision. A waiver of any provision of this agreement is valid only if in writing and signed by the parties.
15. **Compliance with governmental requirements.**
 - A. **Right-of-way/ Utility permit.**
 - (1) Except in an emergency as provided in this agreement, the Company shall obtain a right-of-way/ utility permit from the City before constructing, installing, extending, removing, or otherwise changing the Facility. The permit will indicate the time, manner, and place of the work to be

performed. Along with each application for a permit, the Company shall provide prints, plans, and maps showing the proposed location and design of the Facility to be constructed, along with the appropriate surety bond, Insurance Certificate, and permit fees required by the Urbana City Code. The Company shall comply with all conditions of any permits issued to it.


- (2) In an emergency that the Company believes poses a threat of immediate harm to the public or to any of the Company's facilities, the Company may access the public way to mitigate the threatened harm without the benefit of a permit. In this case, the Company shall advise the City of the emergency at the earliest reasonable opportunity and seek a proper permit within a reasonable period of time thereafter and in the manner as stated in this agreement.

B. **Applicable law.** The Company shall comply with all applicable laws, ordinances, regulations, and requirements of federal, state, county, and local regulatory authorities, including without limitation the applicable provisions of the Urbana City Code regarding rights-of-way and their uses, all of which as may be amended from time to time.

16. **No presumption.** Each party hereto acknowledges that this agreement is the product of good faith negotiations by and between the parties hereto and, as such, neither party may seek to have this agreement strictly construed against the other party as drafter of this agreement.
17. **Due authorization.** Each party represents to the other that the person or persons signing this agreement on behalf of the party is authorized and empowered to enter into this agreement by and on behalf of such party and that this agreement is a legal, valid, and binding obligation of such party, enforceable against the other in accordance with its terms.
18. **Recording.** The City will record this agreement in the Office of the Champaign County Recorder of Deeds at the expense of the Company.
19. **Counterparts.** The parties may sign this agreement in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered by email in Adobe Portable Document Format (PDF) or by facsimile will be deemed original signatures for all purposes.

The parties are signing this agreement on the dates indicated below their signatures.

MCDJ, LLC

By: 
Michael D. Hosier
Manager

By: 
Constance R. Hosier
Manager

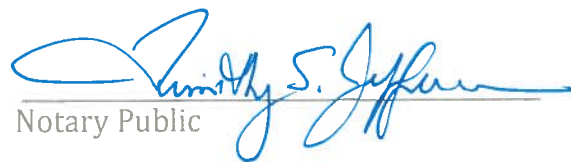
By: 
David Peshkin
Manager

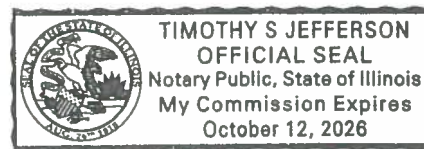
By: 
Janet Peshkin
Manager

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) ss.

I, the undersigned, a notary public in and for the said County, in the State aforesaid do hereby certify that Michael D. Hosier, Constance R. Hosier, David Peshkin, and Janet Peshkin, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument in their capacities as the duly authorized Managers of MCDJ, LLC as their free and voluntary act, and the free and voluntary act of MCDJ, LLC for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of November 2022.


Notary Public



City of Urbana, Illinois

By: _____

Diane Wolfe Marlin

Mayor

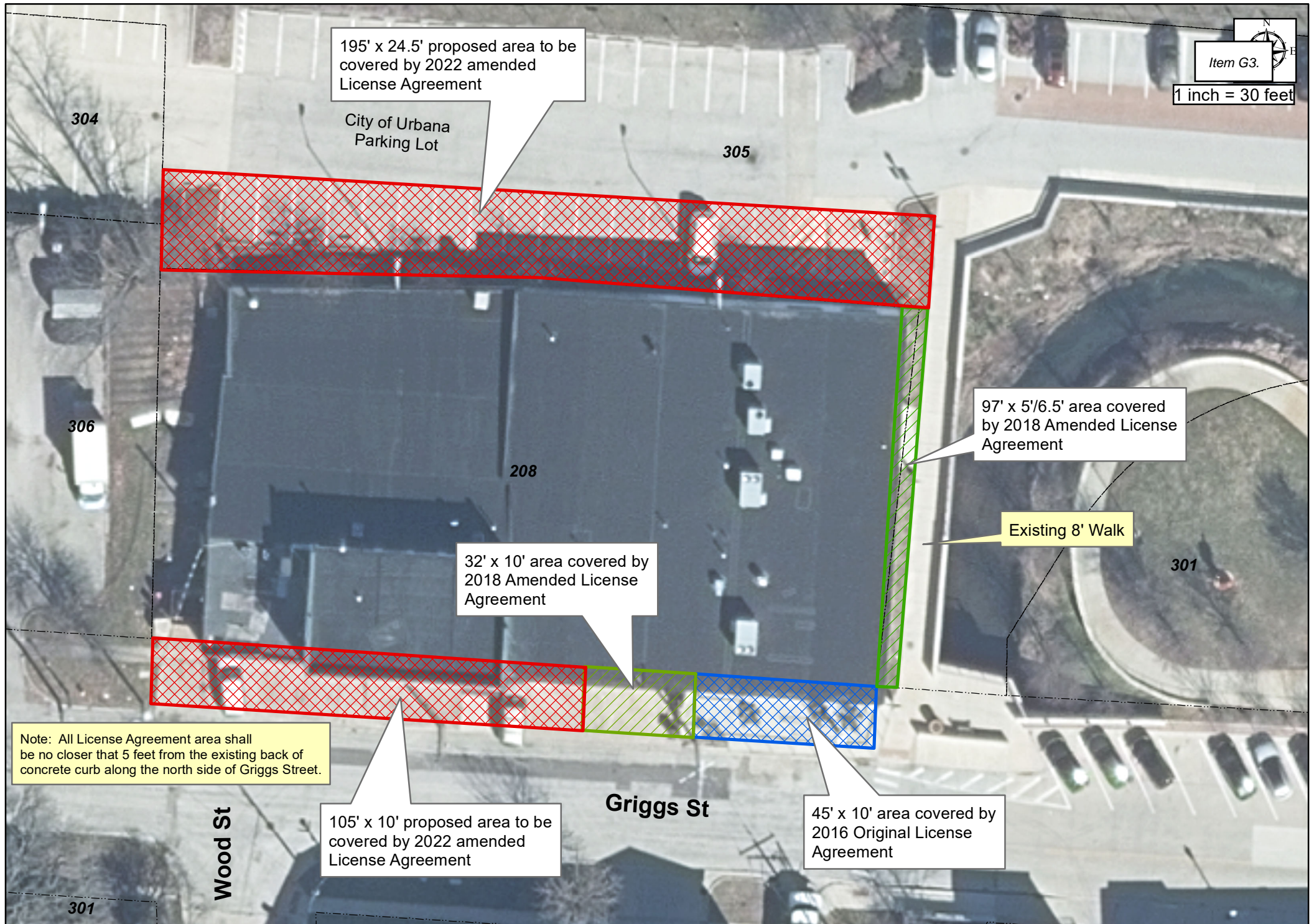
Date: _____, 2022

Attest:

Phyllis D. Clark

City Clerk

Attachment: Exhibit A-2 Licensed Property (1 page)



195' x 24.5' proposed area to be covered by 2022 amended License Agreement

City of Urbana Parking Lot

Item G3.
1 inch = 30 feet

97' x 5'/6.5' area covered by 2018 Amended License Agreement

Existing 8' Walk

32' x 10' area covered by 2018 Amended License Agreement

Note: All License Agreement area shall be no closer that 5 feet from the existing back of concrete curb along the north side of Griggs Street.

105' x 10' proposed area to be covered by 2022 amended License Agreement

45' x 10' area covered by 2016 Original License Agreement

208 Griggs Street
Exhibit A-2



MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members

FROM: Carol Mitten, City Administrator

DATE: December 28, 2022

SUBJECT: An Ordinance Approving an Office Lease (Cohen Building – 136 W. Main Street)

Introduction

On November 21, 2022, City Council approved Ordinance No. 2022-11-045, which included funding to increase staffing in the Human Resources Division. In addition, the budget amendment provided funding for leased space outside the City Building, inasmuch as the City Building cannot accommodate the additional staffing for Human Resources. Suitable office space was identified at 136 West Main Street, which is known as the Cohen Building.

Overview of Lease Terms

The City and the owner of the Cohen Building, Dan Maloney, have negotiated the lease terms reflected in the draft lease that is attached to the draft Ordinance. The lease is for the entire second floor of the Cohen Building.

The lease is for an initial term of seven years, with an option to renew for three additional years at market rent. The timing reflected by the term coincides with the planned expansion of the City Building.

The initial rent for the office space would be \$81,000 per year or approximately \$17.33 per square foot (4,657 square feet). The rent reflects a so-called “modified gross” basis, whereby the landlord would pay for all utilities (water, sewer, electricity, gas), trash removal, real estate taxes, and building insurance. The City would pay for cleaning and maintenance items under \$1,000. There would be a 3% annual escalator on the rent, and the City would pay for “general utilities expenses” (defined as utilities plus trash removal) attributable to the second floor that are over \$6,000.

The City would pay for the fit-up of the space (essentially, paint and carpeting).

Recommendation

Staff recommends that the Committee of the Whole approve the proposed amendment and forward it on to the full Council with a recommendation for approval by inclusion on the Consent Agenda.

Attachment: Draft Ordinance

ORDINANCE NO. _____**AN ORDINANCE AUTHORIZING AN OFFICE LEASE****(Cohen Building --- 136 West Main Street)**

WHEREAS, the City of Urbana, an Illinois municipal corporation (the “City”), is a home rule unit of local government pursuant to Article 7, Section 6 of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

WHEREAS, the City Council approved a Budget Amendment on November 21, 2022 (Ordinance No. 2022-11-045) that, among other things, provided funding to increase the number of employees in the Human Resources Division and relocate that Division out of the City Building into leased space to accommodate the expanded staff; and

WHEREAS, after searching for suitable office space within walking distance of the City Building, the second floor of the Cohen Building at 136 West Main Street was identified; and

WHEREAS, the City and the owner of the Cohen Building have negotiated lease terms acceptable to both parties as reflected in the attached Lease; and

WHEREAS, the City Council, after due consideration, finds that approval of the lease terms is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

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

Section 1.

That the Lease, including the terms thereof as set forth in the form of such Lease as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

Section 2.

That the Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute and deliver such Lease (with leave for minor modifications that do not materially change the terms) and any related documents granted in Section 1, and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Lease and related documents as so authorized and approved for and on behalf of the City of Urbana, Illinois.

Section 3.

That this Ordinance shall be in full force and effect from and after its passage.

This Ordinance is hereby passed by the affirmative vote, the “ayes” and “nays” being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a meeting of said Council.

PASSED BY THE CITY COUNCIL this _____ day of January, 2023.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of January, 2023.

Diane Wolfe Marlin, Mayor

LEASE

THIS LEASE ("Lease") is made and executed this ____ day of _____, 2023, by and between D & E ENTERPRISES, LLC – 136 MAIN STREET SERIES, a series of an Illinois limited liability company ("Landlord") and CITY OF URBANA ("Tenant").

WITNESSETH:

In consideration of the rents herein stipulated and the mutual covenants herein contained, and intending to be legally bound hereby, Landlord hereby leases to Tenant and Tenant leases from Landlord the premises within that certain portion of the second floor of the building located at 136 W. Main Street, Urbana, Illinois, depicted on the site plan attached as Exhibit A hereto and incorporated herein by reference ("Premises"), upon all terms and conditions herein set forth.

1. **BASIC LEASE PROVISIONS** - The following basic lease provisions embody the agreement of the parties hereto, subject to further terms and conditions hereinafter set forth elsewhere in this Lease.

- A. Original Term: Seven (7) years after the Rent Commencement Date
- Renewal Term: One (1) renewal period of three (3) years
- B. Possession Date: January 15, 2023
- C. Rent Commencement Date: March 1, 2023
- D. Rent:

Lease Year	Annual Base Rent Less Utilities	General Utilities Expenses	Total Escalated Rent	Monthly Escalated Rent
1	\$ 75,000	\$ 6,000	\$ 81,000	\$ 6,750
2	\$ 77,250	\$ 6,000	\$ 83,250	\$ 6,938
3	\$ 79,568	\$ 6,000	\$ 85,568	\$ 7,131
4	\$ 81,955	\$ 6,000	\$ 87,955	\$ 7,330
5	\$ 84,413	\$ 6,000	\$ 90,413	\$ 7,534
6	\$ 86,946	\$ 6,000	\$ 92,946	\$ 7,745
7	\$ 89,554	\$ 6,000	\$ 95,554	\$ 7,963

Renewal Term: 8-10 Market rent pursuant to Section 3D of this Lease

- E. Security Deposit: None
- F. Tenant's Use: General office use

- G. Tenant's Notice Address: City of Urbana
400 S. Vine Street
Urbana, IL 61801
Attention: City Administrator
- H. Street Address of Premises: 136 W. Main Street, 2nd Floor
Urbana, IL 61801
- I. Lease Exhibits
Incorporated Herein: A - Premises

2. **PREMISES** - Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises within the building located at 136 W. Main Street, Illinois ("Property"); together with the right to the nonexclusive use in common with others entitled to use some or all common areas and footways within the Property as may be designated by Landlord from time to time as more fully set forth in and subject to the terms and conditions of this Lease.

3. **TERM AND RENT COMMENCEMENT** -

- A. **Term** - The term of this Lease shall be for the period set forth in Section 1A, as may be extended or renewed ("Term").
- B. **Definition of Lease Year** - A "Lease Year", as herein referred to, shall consist of:
- (1) Each full twelve (12) month period commencing on the Rent Commencement Date if the Rent Commencement Date is the first day of a month; or
 - (2) If the Rent Commencement Date is a day other than the first day of a month, the first Lease Year only shall consist of the remainder of that month and the first full twelve (12) months thereafter. Subsequent Lease Years shall consist of the next immediately succeeding periods of twelve (12) months each following the last day of the first Lease Year.
- C. **Rent Commencement** - The terms and conditions of this Lease shall be effective upon signing, but for purposes of determining the commencement of rental payments, it is acknowledged and agreed that the Rent Commencement Date shall be as set forth in Section 1C.
- D. **Lease Renewal Options** - In the event Tenant shall have faithfully performed all covenants of this Lease, Landlord hereby grants Tenant the right and option to renew this Lease for one (1) additional period of three (3) years ("Renewal Term") immediately following the initial Term. In the event Tenant desires to renew and extend this Lease, it shall give Landlord written notice, at least six (6) months prior to the expiration of the then existing Term, of its intent to renew and extend; provided, however, that the following terms and conditions shall be applicable to any Term, as extended herein.
- (1) The provisions of this Lease during the Renewal Term shall be the same as provided in this Lease, except for the amount of Rent payable, which Rent during the Renewal Term shall be as set forth in Section 3D(2) below.

- (2) The amount of Rent applicable during the first Lease Year of the Renewal Term shall be Fair Market Rent (FMR) determined as follows: the parties shall meet and confer in an attempt to agree on FMR; in the event that the parties are unable to agree on FMR, then the FMR shall be determined by the parties using the "Three Appraiser Method". The "Three Appraiser Method" shall operate as follows: FMR shall be based upon the current fair market rent for comparable space in comparable buildings within five (5) miles of the Premises; each party shall select and pay for an appraiser to conduct an appraisal according to the foregoing; if the appraisals are within ten percent (10%) of each other, FMR shall be the average of the two appraisals; if the appraisals are more than ten percent (10%) apart, a third appraiser shall be engaged to select between either the FMR of Landlord's appraiser or the FMR of Tenant's appraiser. The parties shall share equally in the cost of the third appraiser.

4. **RENT-**

- A. Rent - Subject to the terms and conditions of this Lease, Tenant shall pay to Landlord Rent, payable without prior notice or demand and without any deduction or set off whatsoever, in monthly installments, during the Term, commencing on the Rent Commencement Date, in the amount set forth in Section 1D ("Rent"). In the event that Tenant shall elect to pay the total amount for a given Lease Year on the first day of such Lease Year, the amount of Rent due for that Lease Year shall be discounted by two percent (2%).
- B. Payments - All payments required hereunder shall be payable in advance on the first (1st) day of each month; provided, however, if Tenant's lease term commences or terminates on any day other than the first or last day, respectively, of any calendar month, Tenant's first and/or last monthly installment of Rent shall be apportioned on a per diem basis.
- C. Late Payment Charge - In the event monthly Rent or any other payments due under this Lease, by the fifth (5th) of the month, late payment charges in the amount of five percent (5%) of the outstanding delinquent balance shall be charged to cover the extra expense involved in handling delinquent accounts. Any late payment charge assessed pursuant to this Section 4C shall be due and payable on demand.
- D. Place of Payment - The aforesaid rental payments and any other sums due to Landlord pursuant to this Lease shall be made payable to Landlord and delivered to Landlord at 1008 W. Williams Street, Champaign, IL 61821, or to such other person and/or at such other place or manner as may be designated by a notice, in writing, from Landlord to the Tenant.
- E. Waiver of Demand for Payment of Rent - TENANT EXPRESSLY WAIVES DEMAND FOR PAYMENT OF RENT OR OTHER SUMS DUE TO LANDLORD.
- F. Landlord's Furniture - In addition to the Rent, Tenant shall pay One Hundred 00/100 Dollars (\$100.00) for the initial Lease Year with annual increase of three (3%) thereafter during the Term (as may be extended) for Tenant's use of the following Landlord's furniture located within the Premises ("Landlord's Furniture"): (i) large conference table in suite B8; (ii) Larger conference table in suite B12; (iii) 16 wooden chairs; (iv) oak table in suite B2; and (v) 2 bookshelves outside of suite B13. Tenant, at Tenant's sole

cost and expense, shall maintain, repair and replace Landlord's Furniture during the Term (as may be extended). Tenant shall surrender and deliver up Landlord's Furniture to Landlord at the end of the Term (as may be extended) in as good clean order, condition and repair as of the Possession Date, normal wear and tear excepted. In no event shall Landlord have any obligations to maintain, repair and/or replace Landlord's Furniture.

5. **POSSESSION DATE AND CONDITION OF PREMISES -**

- A. Possession Date - The term "Possession Date", whenever used herein, means the date set forth in Section 1B.
- B. Condition of Premises - Tenant accepts the Premises and Landlord's Furniture in "AS-IS, WHERE-IS WITH ALL FAULTS" condition as of the Possession Date.

6. **NOTICES** - Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by U.S. certified or registered mail, postage prepaid, return receipt requested or via nationally recognized overnight courier addressed to Tenant, at the address set forth in Section 1G, or by posting such notice on the Premises, and to Landlord at address set forth in Section 4D above or other such address as a party may provide in writing to the other. Notices and demands shall be deemed to have been given (i) upon the date of the executed return receipt if sent by certified or registered mail, provided that if delivery cannot be made or if any party shall refuse delivery, notices shall be deemed given when mailed; (ii) upon delivery if personally delivered; (iii) on the next business day immediately following the day sent via nationally recognized overnight courier; or (iv) upon posting if posted to the Premises for Tenant notices. With respect to Landlord, no notice, request or demand shall be effective unless and until given to the Landlord, and all copies, at the addresses provided hereinabove. Tenant acknowledges and agrees Tenant shall provide Landlord Tenant's current address, phone number and email at all times during this Lease.

7. **REAL ESTATE TAXES, UTILITIES, INSURANCE and MAINTENANCE -**

- A. Real Estate Taxes - Except as provided in this Lease, Landlord shall pay (prior to delinquency) the real estate taxes and insurance for all buildings, structures and improvements for the Premises. Tenant shall pay the Rent and all other charges and expenses as set forth herein and in connection with the Premises.
- B. Utilities - On and after the Possession Date, Landlord shall pay for all water, sewer, trash removal, gas and electric attributable to the Premises up to Six Thousand and 00/100 Dollars (\$6,000.00) per calendar year ("General Utilities Expenses"). Tenant shall pay for all other utilities and services supplied to the Premises for use by Tenant in the operation of its business, together with any taxes thereon. Tenant agrees that in the event of its vacation of the Premises for any reason whatsoever during the Lease Term (as may be extended), it will at all times maintain that amount of heat necessary to insure against the freezing of waterlines. Landlord, in collaboration with Tenant, shall make a reasonable determination the General Utilities Expenses that exceed Six Thousand and 00/100 Dollars (\$6,000.00). Tenant shall pay such additional amounts within ten (10) days of Landlord and Tenant documenting such additional amounts as provided by Landlord.

- C. Insurance - Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all its personal property, Landlord's Furniture and trade fixtures, located in the Premises. Landlord shall not be responsible for Landlord's Furniture, Tenant's personal property or fixtures located in the Premises. Further, commencing on the Possession Date and at all times thereafter, Tenant shall carry, pay for and maintain general public liability insurance against the following claims:
- (a) For bodily injury or death occurring upon, in or about the Premises or about all of the real estate leased hereunder, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000) with respect to any one person and One Million Dollars (\$1,000,000) with respect to more than one person.
 - (b) For property damage upon, in or about the Premises or about all of the real estate leased hereunder, such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000).
 - (c) For bodily injury or death and property damage of not less than One Million Dollars (\$1,000,000) in a combined single limit policy in lieu of Sections 7C(a) and 7C(b).
 - (d) Such other insurance, in such amounts and against such risks, as is commonly obtained in the case of property similar in use to the Premises and located in Illinois or as Landlord may reasonably require.
 - (e) The aforementioned policies shall be with an insurance company authorized to do business in the State in which the Premises are situated with an A.M. Best rating of "A-VIII" or better and shall also contain a provision that they cannot be cancelled or amended except upon ten (10) days prior notice to Landlord. In addition, Tenant shall submit to Landlord, on or before the Possession Date and annually thereafter, the appropriate certificates of insurance evidencing such policies, and the insurance coverage so evidenced will be maintained during the duration of this Lease.
 - (f) Under said policy or policies of insurance, Tenant shall be the "named insured" and Landlord and the holder of any mortgage on the Premises, if any, shall be named as "additional insureds". Tenant agrees to cause the insurance companies issuing the aforesaid policies of insurance to forward to Landlord policies, memorandum policies or certificates of insurance, to Landlord within ten (10) days of (i) the issuance or renewal of said policies and (ii) Landlord's written request for replacement policies, memorandum policies or certificates of insurance necessitated by a change in the "additional insureds".
- D. Repairs and Maintenance -
- (1) Landlord's Maintenance - Landlord agrees to maintain and to make all necessary repairs to the foundation, roof, exterior walls, structural columns and structural beams in good order and repair (except for loss by fire or other casualty entitling

termination of this Lease or due to Tenant's negligence, act and/or omission). Tenant shall give Landlord prompt written notice of any defects, necessary repairs or maintenance of which Tenant has knowledge in connection with the Premises. Provided Tenant is not in default under this Lease, Landlord agrees Landlord, at Landlord's cost, will or will cause the outside windows to the Premises be cleaned once per Lease Year.

- (2) Tenant's Maintenance - Tenant, at its expense, shall keep the Premises clean and sanitary and in good condition and repair. Tenant shall fully comply with all health and police regulations in force and shall conform with the rules and regulations of fire underwriters or their fire protection engineer. Notwithstanding anything contained in this Lease to the contrary, Tenant, at its expense (up to and including \$1,000.00 per repair, maintenance or replacement), shall maintain and make all repairs, replacements and alterations to the Premises and to all appurtenances thereto and to all equipment located therein or which serve the Premises which are required (or which may be deemed by Landlord to be required) to maintain the Premises and such equipment and appurtenances in good repair and condition or which may be required by any laws, ordinances, regulations or requirements of any public authorities having jurisdiction. (If more than one service call is required to effectuate a given repair, the aggregate amount of the service calls, labor, and materials shall be considered the cost of the "repair".) The property that Tenant is required to maintain, repair and replace shall be the Premises and every part thereof (except those items which Landlord is obligated to maintain pursuant to Section 7D(1) above), including but not limited to (i) all walls, floors, and ceilings, (ii) the drop ceiling tiles and below; (iii) the floor coverings and above; (iv) from the painted surface of the walls into the floor area within the Premises; (v) all interior water, telephone, gas, electricity and sewage conduits, cable, wires and lines, and all lighting, plumbing and electrical fixtures, equipment and meters located inside the Premises, (vi) any HVAC unit which services the Premises (that being two (2) rooftop HVAC units), and (vii) all glass, windows, doors, window sashes and frames, door frames and office front. In the event Tenant fails or refuses to so maintain and make all such repairs, replacements and alterations to the Premises, Landlord may, but shall be under no obligation to, maintain, and make any repairs, replacements and alterations to the Premises for Tenant's account, and one hundred fifteen percent (115%) of the cost thereof shall be additional rent due and payable by Tenant to Landlord on Landlord's demand. Upon completion of any work by or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require (including without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work.

8. ALTERATIONS AND IMPROVEMENTS -

- A. No Alterations - Tenant will not alter, paint or decorate the exterior of the Premises and will not make any structural alteration to the interior of the Premises. Tenant, at its own expense, may from time to time during the Term of this Lease (as may be extended), make nonstructural changes, alterations, additions and improvements to the interior of the Premises upon first obtaining Landlord's approval in writing. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. This work is to be performed in a good and workmanlike manner, and in accordance with all

municipal, state and federal requirements applicable thereto. Provided, however, that upon the termination of this Lease, unless Landlord has otherwise consented in writing: all leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall not be removable from the Premises at any time, unless such removal is consented to in advance, in writing, by Landlord; and at the expiration of this Lease (either on the termination date or upon such earlier termination as provided in this Lease), all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant.

- B. Liens - Tenant agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Tenant to the Premises and further agrees to indemnify and hold harmless Landlord from and against any and all such costs and liabilities incurred by Tenant, and against any and all mechanic's, materialman's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises. In the event any notice or claim of lien shall be asserted of record against the interest of Landlord in the Premises on account of or growing out of any improvement or work done by or for Tenant, or any person claiming by, through or under Tenant, or for improvements or work the cost of which is the responsibility of Tenant, Tenant agrees to have such notice or claim of lien cancelled and discharged of record as a claim against the interest of Landlord in the Premises (either by payment and satisfaction or by removal by transfer to bond or deposit as permitted by law) within ten (10) days after notice to Tenant by Landlord, and in the event Tenant shall fail to do so Tenant shall be considered in default under this Lease.
- C. No Roof Penetrations - Notwithstanding anything in this Lease to the contrary, in no event and for no purpose shall Tenant make or cause to be made any roof penetrations in the building of which the Premises is a part. If roof penetrations are required for Tenant's permitted use of the Premises, such penetrations shall be made only by Landlord's contractor upon Landlord's prior written approval, but at Tenant's sole cost and expense. In the event a roof penetration is required by the Tenant's obligation to maintain the rooftop HVAC units that serve the Premises, the limitations of Section 7D(2) shall apply.
9. SIGNS - Tenant shall have the right to place a sign on the exterior and/or interior of the Premises, at Tenant's sole expense, provided that Tenant has first submitted to Landlord a written report on the size and shape and design of said sign, its place and manner of attachment to the building and any other relevant details and Tenant has obtained Landlord's written approval for such sign. Landlord's approval of such sign shall be in Landlord's reasonable discretion. All signs shall be constructed and installed only by companies approved by Landlord. The expense of obtaining permits, if required, and compliance with any inspection requirement, state or municipal statute, ordinance or regulation shall be borne solely by Tenant. Landlord reserves the right to remove any and all improper signs installed, and Tenant shall reimburse Landlord upon demand for the costs for such work and any damage done by such work. Upon the expiration of this Lease, Tenant, at Tenant's expense, shall remove said sign and repair the Premises at its expense.

10. **TENANT'S INDEMNIFICATION -**

- A. Good Repair and Condition - Tenant shall keep the Premises and all parts thereof, and all fixtures, machinery and apparatus in good repair and in such condition that no damage will occur to any person by reason thereof.
- B. Tenant's Indemnification - Tenant shall and will save Landlord harmless from any and all claims and demands of every kind and nature, in favor of any person, whether by way of damage or otherwise, arising from the failure on the part of Tenant to perform and observe any covenant or condition hereof Tenant shall and will save Landlord harmless from all loss, cost, injury, damages or death that may occur to, be claimed by, or with respect to any persons, corporations, property or chattels on or about the Premises or to the Premises itself, resulting from any act done or omission by or through Tenant or caused by or resulting from Tenant use, non-use, possession of, condition of or conduct of its business on the Premises. If, however, Landlord is sued, a claim made or judgment rendered against Landlord arising out of Tenant's use or occupancy of the Premises, Tenant shall immediately pay said claim or judgment and/or forthwith reimburse Landlord therefor, including all cost and expense incurred by Landlord, including attorneys' fees.
- C. Damages from Certain Causes - To the extent not expressly prohibited by law, Landlord shall not be liable to Tenant or Tenant's employees, contractors, agents, invitees or customers, for any injury to person or damage to property sustained by Tenant or any such party or any other person claiming through Tenant resulting from any accident or occurrence in the Premises or any other portion of the building caused by the Premises or any other portion of the building becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Premises (except where due to Landlord's grossly negligent or willful failure to make repairs required to be made pursuant to other provisions of this Lease, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the building or of any other persons whomsoever, including, but not limited to riot, strike, insurrection, war, court order, requisition, order of any governmental body or authority, acts of God, fire or theft.

11. **ASSIGNMENT AND SUBLEASING -**

- A. Limitations - Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor grant concessions, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. If Landlord consents to any such assignment or subletting, Tenant shall remain liable for the performance of all the terms, covenants and obligations under this Lease.
- B. Effect of Violation - Any purported assignment, mortgage, pledge, hypothecation, encumbrance, subletting or license of this Lease, the leasehold estate hereby created, or

the Premises or any portion thereof, either voluntarily or involuntarily, whether by operation of law or otherwise, or any other action by Tenant in violation of the restrictions set forth in this Section 11, shall be null and void and a default of this Lease, and Landlord shall have the option to terminate this Lease upon fifteen (15) days' written notice to Tenant.

12. **CONDITIONS OF USE AND OCCUPANCY -**

a. Tenant agrees that during the Lease Term (as may be extended) it shall:

- A. Use the Premises solely for Tenant's use as set forth in Section 1F of this Lease, and for no other purpose whatsoever without the written consent of Landlord.
- B. Use the Premises only for the purpose herein stated and shall not abandon the Premises or leave said Premises vacant, or abandon or cease business operations at the Premises.
- C. Use and keep the Premises in a careful, safe and proper manner.
- D. Not commit or suffer waste thereon.
- E. Fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities, and recommendations or requirements of Landlord's insurers, in any way affecting the Premises or the use thereof or this Lease.
- F. Not use or occupy the Premises for any unlawful purpose.
- G. Not use or occupy the Premises, or permit the same to be used or occupied, for any purpose or business deemed extra hazardous on account of fire or otherwise.
- H. Keep the Premises in such repair and condition as may be required by the Board of Health, or other municipal, state or federal authorities, free of all cost to Landlord.
- I. Permit Landlord and its agents to enter upon the Premises at all reasonable times to examine the condition thereof.
- J. Continuously, actively and diligently operate or cause the permitted business to be operated in good faith and in an efficient, businesslike and respectable manner.
- K. Keep all exterior and interior office front surfaces clean and will maintain the rest of the Premises and all corridors and common areas immediately adjoining the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests.
- L. Not permit accumulations of any refuse but will remove the same and keep such refuse in odor-proof, rat-proof containers within the interior of the Premises shielded from the view of the public until removed and will not burn any refuse whatsoever but will cause all such refuse to be removed by such person or company, as is designated in writing by Landlord.
- M. Replace promptly with glass of like kind and quality any plate glass or window glass of the Premises which may become cracked or broken due to Tenant's negligence or intentional act.

- N. Not solicit business, distribute handbills or other advertising matter or hold demonstrations in the common areas.
 - O. Not permit loudspeakers, televisions, phonographs, radios or other similar devices to be used in the Premises in a manner so as to be heard or seen outside of the Premises, without the prior written consent of Landlord.
 - P. Not suffer, allow or permit any vibration, noise, odor or flashing or bright light to emanate from the Premises or from any machine or other installation located therein, or otherwise suffer, allow or permit any vibration, noise, odor or flashing or bright light to constitute a nuisance to or interference with the safety, comfort or convenience of Landlord.
- b. Landlord agrees that during the Lease Term (as may be extended) it shall:
- A. Clean and maintain common areas and footways as reasonably determined by Landlord, including keeping the elevator in operating condition. Keep all common areas, footways, and the elevator free of obstructions, insects, rodents, vermin, and other pests.
 - B. Remove accumulations of snow and ice from sidewalk adjacent to the building in which the Premises is located.
 - C. Remove all furniture from Premises prior to the Possession Date that is not included in Section 4F, excepting any suites still occupied per Section 39.
 - D. Timely pay all water, sewer, trash removal, gas, and electricity charges.
 - E. Maintain all necessary and reasonable property and casualty insurance on the Building and Premises, as reasonably determined by Landlord.
 - F. Provide 24-hour, 7-days per week reasonable access to the main electric breakers and the main water shut-off to Tenant's personnel, in order for Tenant to discharge its maintenance and repair duties under the Lease.
 - G. Perform all maintenance requires per Section 7D(1).
In the event that any maintenance or repair (which is the responsibility of the Landlord but for which the Landlord or Landlord's agent is unavailable after reasonable notice to address) that imperils the safety or occupancy of the Premises, Tenant may, but shall not be obligated to, make any emergency repairs that are otherwise the responsibility of Landlord. Landlord shall be responsible to reimburse Tenant one hundred fifteen percent (115%) of the cost thereof. Upon completion of any such work, Tenant shall provide Landlord with such documents as Landlord may require (including without limitation, sworn contractor's statements and supporting lien waivers) evidencing payment in full for such work.
 - H. Not permit any unlawful use of the building in which the Premises is located, and otherwise comply with all laws, regulations, and ordinances.

- I. Not permit loudspeakers, televisions, speakers, amplifiers, radios or other similar devices to be used in the building in which the Premises is located in a manner so as to be heard within the Premises.
- J. Not suffer, allow or permit any vibration, noise, odor, or flashing or bright light to emanate from or within the building in which the Premises is located or from any machine or other installation therein, or otherwise suffer, allow or permit any vibration, noise, odor, or flashing or bright light to constitute a nuisance to or interference with the safety, comfort or convenience of Tenant.

13. **DESTRUCTION OR DAMAGE BY FIRE AND OTHER CASUALTY -**

- A. Casualty - In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of the Premises, the damage, except as provided in Section 13B below, shall be repaired by Landlord within a reasonable time at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall Landlord be required to repair or replace Tenant's trade fixtures, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (1) Landlord is not required to repair as hereinabove provided, or (2) the Premises shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (3) the building of which the Premises are a part is damaged to the extent of fifty percent (50%) or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the square footage of the Premises rendered untenable bears to the square footage of the Premises.
- B. Tenant's Property - The provisions of this Section 13 with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in the same condition as when possession was delivered by Landlord. Promptly following such damage or destruction, Tenant shall, at Tenant's expense, perform any other work required to place the Premises in the condition it existed prior to the destruction or damage, and Tenant shall restore, repair or replace its stock in trade fixtures, furniture, furnishings, floor coverings and equipment.
- C. Tenant's Notice to Rebuild - In the event Landlord's work is not commenced within one hundred eighty (180) days after the date of any damage or destruction, unless the commencement is delayed because of unavailability of labor due to strikes or lockouts, unavailability of materials, Tenant's failure to approve plans and specifications, or for any reason whatsoever, Tenant may, at its option, terminate this Lease after a written notice to Landlord, giving Landlord ten (10) days to start rebuilding, which termination shall be effective if said rebuilding does not commence. If Tenant terminates this Lease as herein provided the Lease shall be null and void and neither party shall have any rights or obligations pursuant to this Lease.

- D. Casualty Within Last Six (6) Months - In the event the destruction or damage occurs within the last six (6) months of the Lease Term (as may be extended), Landlord shall not be obligated to repair and/or restore unless Tenant agrees, in writing, to continue as Tenant of Landlord for a period of five (5) years after the completion of the repair and/or restoration, at a rental to be mutually agreed upon. If Tenant shall not agree then Landlord may, at its option, terminate this Lease by a written notice to Tenant.
14. **WAIVER OF RIGHT OF RECOVERY** - Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to the Premises suffered by or caused by any of the perils covered by fire and extended coverage insurance policies, notwithstanding the fact that such peril shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Provided, however, that in the event it becomes impossible for either party to obtain insurance because of this provision, then this Section only shall be void upon submission in writing of evidence of such impossibility.
15. **EMINENT DOMAIN** -
- A. Taking - In the event all the Premises are taken for any public or quasi-public use, under any statute or by right of eminent domain, or if any part of the Premises are taken and the part not taken is insufficient for the reasonably successful operation of Tenant's business, then in either of such events, this Lease shall terminate on the date when possession is required for the public use, and all rents, taxes and other charges shall be prorated and paid to such date. In the event only part of the Premises is so taken and the part not so taken shall be sufficient for the reasonably successful operation of Tenant's business, this Lease shall remain unaffected except:
- (1) Tenant shall be entitled to a pro rata reduction in the Rent to be paid hereunder based on a fraction, the numerator of which shall be the total square feet of the Premises so taken, and the denominator of which shall be the total square feet of the Premises originally leased hereunder.
 - (2) Tenant shall promptly, after such taking, and at Tenant's own cost and expense, restore that part of the interior Premises and exterior Tenant improvements not so taken to as near its former condition as the circumstances will permit.
 - (3) Landlord shall, within a reasonable time after such taking, restore that part of the roof and structural parts of the building not so taken to as near its former condition as the circumstances will permit.
- B. Compensation - All compensation awarded for any taking of the Premises or any interest in either shall belong to and be the property of Landlord, Tenant hereby assigning to Landlord all rights with respect thereto; provided, however, nothing contained herein shall prevent Tenant from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of Tenant's trade fixtures, or loss of Tenant's business good will, so long as such reimbursement to Tenant shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Landlord. Tenant shall not have (and hereby waives) any claim against Landlord or the condemning authority for the value of any unexpired Term (as may be extended) of this Lease.

16. **SURRENDER** - Tenant will surrender and deliver up the Premises at the end of the Lease Term (as may be extended) in as good clean order, condition and repair as of the date of execution hereof, reasonable use and natural wear and tear excepted.
17. **HOLDING OVER** - Should the Tenant, with or without the express or implied consent of Landlord, continue to hold and occupy the Premises after the expiration of the Term of the Lease (as may be extended), such holding over beyond the Term (as may be extended) shall operate and be construed as creating a tenancy from month to month and not for any other term whatsoever at a monthly rental of two hundred percent (200%) of the Rent plus any and all other sums due Landlord, but the same may be terminated by Landlord by giving Tenant ten (10) days written notice thereof, and at any time thereafter Landlord may re-enter and take possession of the Premises, any rule in law or equity to the contrary notwithstanding.
18. **PERFORMANCE OF TENANT'S COVENANTS** - Landlord may perform any obligation of Tenant which Tenant has failed to perform after Landlord has sent a written notice to Tenant informing it of its specific failure. Tenant shall then reimburse Landlord on demand for any expenditures thus rightfully incurred.
19. **LACHES** - No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms hereof shall impair any such right or power or be construed to be a waiver thereof. It is further agreed that a waiver by either of the parties hereto of any of the covenants and agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenants or agreements herein contained.
20. **SUBORDINATION OF LEASE** -
 - A. **Lease Subordinate to Mortgage Attornment** - This Lease and Tenant's rights hereunder are and will remain subject and subordinate to each and every mortgage (and all voluntary and involuntary advances thereon) that may now or hereafter encumber the Premises, and to all increases, renewals, recastings, modifications, consolidations, participations, replacements and extensions thereof (collectively referred to as the "Mortgage", which as used herein also includes a trust indenture and a deed of trust). If the holder of a Mortgage becomes the owner of the Property by reason of foreclosure or acceptance of a deed in lieu of foreclosure, at such holder's election Tenant will be bound to such holder or its designee under all terms and conditions of this Lease, and Tenant will be deemed to have attorned to and recognized such holder or its designee as Landlord's successor-in-interest for the remainder of the Term (as may be extended).
 - B. **Automatic Effect** - The foregoing is self-operative and no further instrument of subordination and/or attornment will be necessary unless required by Landlord or the holder of a Mortgage, in which case Tenant, within ten (10) days after written request, will execute and deliver without charge any documents acceptable to Landlord or such holder in order to confirm the subordination and/or attornment set forth above. As used in this Section 20, whenever the context allows, the words "holder of a Mortgage" (or words of similar import) also include a purchaser of Property at a foreclosure sale.
21. **TENANT ESTOPPEL CERTIFICATE** -
 - A. **Estoppel Certificate** - Tenant agrees to at any time and from time to time, within ten (10) days after Landlord's written request, to execute, acknowledge and deliver without

charge to Landlord a written instrument, certifying the Rent Commencement Date, that Tenant has accepted possession of the Premises and is open for business, that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), the dates to which Rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the signer of such certificate, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the authorized signer should have knowledge; and certifying such other matters as may be reasonably requested by Landlord ("Tenant's Estoppel Certificates").

- B. Attorney-in-Fact - If Tenant fails to deliver Tenant's Estoppel Certificate within ten (10) days, Tenant does hereby irrevocably appoint Landlord as attorney-in-fact of Tenant, coupled with an interest, in Tenant's name, place and stead to sign and deliver Tenant's Estoppel Certificate as if the same had been signed and delivered by Tenant.
22. **RIGHT OF ACCESS** - Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times for the purpose of inspection, to enforce or carry out any provisions of this Lease or as otherwise reasonably determined by Landlord. Within six (6) months prior to the termination of this Lease, Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times for the purpose of exhibiting the same to others and to place upon the Premises "for sale" or "for rent" notices or signs.
23. **DEFAULT BY TENANT** - This Lease is made upon the condition that Tenant shall punctually and faithfully observe and perform all of the covenants, conditions and agreements as set forth in this Lease. The following shall each be deemed to be an event of default of this Lease:
- A. The failure of Tenant to pay the Rent, late payment charges, or any other charges payable by Tenant to Landlord under this Lease, if such failure continues for five (5) days after written notice thereof by Landlord to Tenant.
 - B. The failure of Tenant to observe or perform any of the terms, covenants or conditions of this Lease where such failure continues beyond the period within which performance is required to be made by specific provision of this Lease or, if no such period is provided, for a period of ten (10) days after written notice thereof from Landlord to Tenant (unless such failure is of a character that rectification thereof reasonably requires longer than said ten (10) day period and Tenant shall have commenced to cure said failure within ten (10) days and completes the same with due diligence).
 - C. If Tenant shall vacate or abandon the Premises. For purposes of this Section 23C, thirty (30) successive days' non-occupation and/or termination of utilities for three (3) days or more without notice to Landlord shall be deemed abandonment.
 - D. The commencement of levy, execution or attachment proceedings against Tenant or a substantial portion of Tenant's assets; the commencement of levy, execution, attachment or other process of law upon, on or against the estate created in Tenant hereby; the application for or the appointment of a liquidator, receiver, custodian, sequester, conservator, trustee or other similar judicial officer (and such appointment continues for a period of thirty (30) days); the insolvency of Tenant in the bankruptcy or equity sense; or any assignment by Tenant for the benefit of creditors.

- E. The commencement of a case by or against Tenant or any guarantor, under any insolvency, bankruptcy, creditor adjustment or debtor rehabilitation laws, state or federal. The determination by Tenant to request relief under any insolvency proceeding, including any insolvency, bankruptcy, creditor adjustment or debtor rehabilitation laws, state or federal, terminates the estate created in Tenant hereby and the Premises shall not become an asset in any such proceedings.
24. **LANDLORD'S REMEDIES** - Landlord may treat any event of default as a breach of this Lease. Landlord's failure to insist upon strict performance of any covenant, term or condition of this Lease or to exercise any rights or remedies reserved herein shall not be deemed a waiver or relinquishment for the future of such performance, right or remedy. In addition to any and all other rights or remedies of Landlord in this Lease or as provided by law or equity, Landlord shall have, at Landlord's option, the following rights and remedies if there shall occur any event of default:
- A. To terminate this Lease by written notice to Tenant. No reentry or taking possession of the Premises by Landlord, as hereinafter provided, shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant (all other demands and notices of forfeiture or other similar notices being hereby expressly waived by Tenant). Upon the service of such notice of termination, the Term of this Lease (as may be extended) shall automatically terminate. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach in the manner herein provided.
- B. To require that upon any termination of this Lease, whether by lapse of time, by the exercise of any option by Landlord to terminate the same, or in any other manner whatsoever, or upon any termination of Tenant's right to possession without termination of this Lease, Tenant shall immediately surrender possession of the Premises to Landlord and immediately vacate the same, and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to surrender possession and vacate as aforesaid, Landlord may forthwith re-enter the Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom, using such force as may be necessary, without being deemed guilty of trespass, eviction, conversion or forcible entry and without thereby waiving Landlord's rights to rent or any other rights given Landlord under this Lease or at law or in equity. If Tenant shall not remove all effects from the Premises as hereinabove provided, Landlord may, at its option, remove any or all of said effects in any manner it shall choose and store the same without liability for loss thereof, and Tenant shall pay Landlord, on demand, any and all expenses incurred in such removal including but not limited to storage on said effects for any length of time during which the same shall be in Landlord's possession or in storage.
- C. To make such alterations and repairs as Landlord shall determine may be necessary to relet the Premises, and to relet the same or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease) and upon such terms and conditions as Landlord in its sole discretion may deem advisable. Upon each reletting, all rent received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent or other charges due under this Lease from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting (including brokerage fees and attorneys' fees and costs of such alterations and repairs); and third, to the payment of all rent and other charges due and unpaid hereunder. In no event shall

Tenant be entitled to receive any surplus of any sums received by Landlord on a reletting in excess of the rent and other charges payable hereunder. If such rent and other charges received from such reletting during any month are less than those to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord, such deficiency to be calculated and payable monthly.

- D. Landlord shall have the election in place and instead of holding Tenant liable for Rent and other charges on a monthly basis during the remainder of the Term (as may be extended), to accelerate the entire balance of the Rent and other charges multiplied by the number of months which would have constituted the balance of the Term (as may be extended), which amount shall be deemed due and payable as if, by the terms and provisions of this Lease, such amount was on that date payable in advance, and to take such action as is necessary to recover the entire remaining unpaid Rent and other charges.
 - E. To bring suit for the collection of Rent or any other charges payable by Tenant to Landlord under this Lease (including without limitation, reasonable attorneys' fees) without entering into possession of the Premises or cancelling this Lease. Commencement of any action by Landlord pursuant to this Section shall not be construed as an election to terminate this Lease and shall not absolve or discharge Tenant from any of its obligations or liabilities for the remainder of the Term of this Lease (as may be extended).
 - F. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, to enjoin any such breach or threatened breach; and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedies under this Lease, now or hereafter existing at law or in equity or by statute.
25. **DEFAULT BY LANDLORD** - This Lease is made upon the condition that Landlord shall punctually and faithfully observe and perform all of the covenants, conditions and agreements as set forth in this Lease. The following shall each be deemed to be an event of default of this Lease:
- A. The failure of Landlord to pay the amounts due, late payment charges, or any other charges payable by Landlord under this Lease, when and as the same shall become due and payable, and such failure continues for a period of ten (10) days after written notice thereof by Tenant to Landlord.
 - B. The failure of Landlord to observe or perform any of the terms, covenants or conditions of this Lease where such failure continues beyond the period within which performance is required to be made by specific provision of this Lease or, if no such period is provided, for a period of thirty (30) days after written notice thereof from Tenant to Landlord (unless such failure is of a character that rectification thereof reasonably requires longer than said thirty (30) day period and Landlord shall have commenced to cure said failure within thirty (30) days and completes the same with due diligence).
 - C. The filing, execution or occurrence of: a petition in bankruptcy by or against Landlord; a petition or answer by or against Landlord seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Code; adjudication of Landlord as bankrupt or insolvent, or Landlord being in fact insolvent or bankrupt; assignment by or against

Landlord for the benefit of creditors; a petition or other proceeding by or against Landlord for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Landlord with respect to all or substantially all of Landlord's property; or, a petition or other proceeding by or against Landlord for the dissolution or liquidation of Landlord, or the taking of possession of the property of Landlord by any governmental authority in connection with dissolution or liquidation.

26. **TENANT REMEDIES** - Tenant may treat any event of default as set forth under Section 25 as a breach of this Lease. Tenant's failure to insist upon strict performance of any covenant, term or condition of this Lease or to exercise any rights or remedies reserved herein shall not be deemed a waiver or relinquishment for the future of such performance, right or remedy. Tenant shall have, at Tenant's option, the following rights and remedies if there shall occur any event of default:
- A. To terminate this Lease by written notice to Landlord. Upon the service of such notice of termination, the Term of this Lease (as may be extended) shall terminate ninety (90) days thereafter.
 - B. To take such steps as may be necessary to cure such breach by Landlord. In the event that Tenant expends funds on behalf of or for the benefit of Landlord to cure any breach by Landlord as allowed herein, Tenant may recover one hundred fifteen percent (115%) of such actual expenditures from Landlord.
27. **SALE OF PROPERTY BY LANDLORD** - In the event of the sale of the Premises, it shall be sold subject to this Lease, but the original Landlord shall then be released of all obligations under this Lease and the new owner shall be responsible, as the new Landlord, under the terms and conditions of this Lease. It is the intent that this Lease shall run with the land and not be personal to the landowners.
28. **CORRECTION OF DEFAULT BY MORTGAGE LENDER** - It is understood and agreed that the mortgage lender which finances the construction of the building initially, or any further lender loaning money on the within real estate during the Lease Term (as may be extended), shall have the right to correct any default on the part of Landlord within thirty (30) days after receipt of written notice from the Tenant, specifying said default. Tenant shall not be entitled to terminate the Lease without giving the appropriate notice to the mortgage lender.
29. **FORCE MAJEURE** - In the event that there is a strike, riot, shortage of material, restrictive governmental regulation, acts of God, or other similar cause beyond the control of Landlord preventing Landlord from performing under this Lease, it shall not constitute a breach or other violation of this Lease for so long as Landlord is disabled by such act from performing hereunder.
30. **ACCORD AND SATISFACTION** - No acceptance by Landlord of an amount less than the monthly rent and other payments stipulated to be due under this Lease shall be deemed to be other than a payment on account of the earliest such rent or other payments then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be effective to constitute an accord and satisfaction. Landlord may accept any check for payment by Tenant without prejudice to Landlord's right to recover the remainder of any rent or other payment then in arrears and Landlord may pursue any other right or remedy provided in this Lease. No acceptance by Landlord of any payment of rent or other sum by Tenant shall be deemed a waiver of any of the obligations of Tenant under this Lease.

31. **FAILURE OF UTILITIES** - In the event there is a failure of a utility company to provide water, heat, gas, electricity or other natural power, there shall be no liability on the part of Landlord or reduction of Rent or such other amounts due under this Lease therefor.
32. **QUIET ENJOYMENT** - Upon payment by Tenant of the rents and other sums herein reserved and provided to be paid by Tenant and upon the observance and performance by Tenant of all of the covenants, agreements, terms and conditions of this Lease on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term (as may be extended) hereby demised without hindrance or interruption by Landlord or by any person lawfully claiming or holding by, through or under Landlord, subject nevertheless, to the terms, provisions and conditions of this Lease.
33. **LIMITATION ON LANDLORD'S LIABILITY** - Notwithstanding anything to the contrary contained herein, any liability incurred by Landlord to Tenant shall not be of a personal nature and Tenant's sole means of recovery shall be against the real estate owned by Landlord at the location herein leased, it being the specific intention to not encumber other assets of Landlord in this regard.
34. **EXPENSE ENFORCEMENT** - Tenant agrees to pay all reasonable expenses and attorneys' fees including pretrial, trial, and appellate proceedings incurred by Landlord in enforcing any obligations or any remedies hereunder including collection of Rent, other sums due Landlord, recovery by Landlord of the Premises, or in any litigation in which Landlord shall become involved by reason of any act or negligence of Tenant.
35. **SEVERABILITY** - If any term or provision of this Lease is held invalid or unenforceable, such holding shall not affect the remainder of this Lease and the same shall remain in full force and effect unless such holding substantially deprives Tenant of the use of the Premises or Landlord of the rents herein reserved, in which event this Lease shall forthwith terminate as if by expiration of the Term hereof.
36. **CAPTIONS** - The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.
37. **BINDING EFFECT** - This Lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
38. **GOVERNING LAW, VENUE AND STRICT CONSTRUCTION** - This Lease shall be construed under the laws of the State of Illinois and shall not be construed against either Landlord or Tenant. The parties covenant and agree that any dispute or controversy hereunder properly belongs within the jurisdiction of the state or federal courts of Illinois, and consent and agree that Champaign County, Illinois is a convenient and proper venue.
39. **ADJACENT SUITES** - Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges and agrees there are currently tenants located within suites B5, B6, B7, B8 and B11 ("Adjacent Suites"), which such tenants' leases expire March 31, 2023 ("Adjacent Suites Leases"). Landlord will continue to manage said tenants within the Adjacent Suites through the expiration of the Adjacent Suites Leases and the Rent due by Tenant during the overlapping period from the Rent Commencement Date until the expiration or earlier termination of the Adjacent Suites Leases shall be credited to Tenant by Landlord by such amount received by Landlord from said tenants. If any tenant of the Adjacent Suites surrenders the applicable suite

prior to March 31, 2023, Landlord will notify Tenant and Tenant shall have the right to commence using such applicable suite.

40. **HAZARDOUS MATERIAL** -

- A. **No Hazardous Material** - Tenant shall not cause or permit any hazardous material, as defined below, to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of persons, whether located on the Premises or elsewhere, or (2) the condition, use, or enjoyment of the Premises or any other real or personal property. If Tenant breaches either of these covenants, in addition to being a default under this Lease, Tenant shall be liable to Landlord for all damages resulting therefrom, and Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, penalties, fines, costs, liabilities or losses, including without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of the Premises, any personal injury (including wrongful death) or property damage (real or personal), and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees which arise during or after the Lease Term (as may be extended) as a result of such breach or as a result of any contamination caused or permitted by Tenant. Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any hazardous material to the Premises by Tenant, its agents, invitees, contractors or employees; provided that Landlord's approval of such action shall first be obtained. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Lease.
- B. **Definition of Hazardous Material** - As used herein, the term "hazardous material" shall mean the following: (1) "Hazardous Substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 43 U.S.C. 9601, et seq.; (2) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901, et seq.; (3) any other wastes, pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable Federal, state or local law, regulations, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or materials, all as amended or hereafter amended; (4) more than seven (7) gallons of crude oil or distillate thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (5) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. 2011, et seq., as amended or hereafter amended; and (6) the asbestiform varieties of chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite, or asbestos in any other form, in any condition.

41. **EXECUTION DATE** - The execution date of this Lease to be inserted on Page 1 hereof shall be the date of execution by both parties if they have each executed this Lease on the same date; otherwise, the execution date shall be the date of execution by the party last executing this Lease.

42. **ENTIRE AGREEMENT** - This Lease contains the entire agreement between the parties hereto and may not be modified in any manner except by an instrument in writing executed by said parties, or their respective successors in interest.
43. **COUNTERPARTS AND COPIES** - This Lease may be executed in one or more counterpart signature pages (including facsimile or electronic [including, without limitation, “pdf”, “tif”, “jpg”, DocuSign or AdobeSign] or other counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant, by their duly authorized representatives, have executed this Lease on the date first above written.

LANDLORD:

D & E ENTERPRISES, LLC – 136 MAIN
STREET SERIES, a series of an Illinois limited
liability company

By: _____
Daniel Maloney, Manager

TENANT:

CITY OF URBANA

By: _____
Diane Wolfe Marlin
Mayor of Urbana

Exhibit A

[Premises Depiction]



**Yellow-filled area is common-use area, not exclusive for city.
 Blue-filled area is neither common-use nor for use by city.**



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Diane Wolfe Marlin and City Council Members
FROM: Kevin Garcia, Principal Planner & Zoning Administrator
DATE: December 30, 2022
SUBJECT: Prioritizing Planning Division Projects

The Planning Division is considering several projects as we develop our work plan for 2023. Given staffing levels, ongoing projects (e.g., the Comprehensive Plan), and regular case work, it would be reasonable to undertake only one new project at this time. As such, we have narrowed the list of immediate projects down to two: addressing short-term rentals, and changing zoning regulations in the B-3U District to encourage development that matches the district's intent. We seek City Council's support to focus our energies on the B-U District next. It is an appropriate outgrowth of the work that staff and the community invested into the R-7 discussion last year.

Below is a brief summary of each project, along with relative estimates of how much staff time will be required, how important the project is, and how urgent it is that we act on the project.

For the sake of discussion, we have included several other potential projects that we do not intend to address immediately, but may undertake in the future.

Potential Planning Projects

Add Specific Zoning Rules for Short-Term Rentals (e.g. Airbnb, VRBO, etc.)

*Staff Time: *** | Importance: ** | Urgency: ***

Our Zoning Ordinance lacks specific rules for short-term rentals such as those found through Airbnb and VRBO. When the Zoning Administrator was first asked to opine about this use in 2014, they decided to treat short-term rentals like traditional bed and breakfasts, which our Zoning Ordinance does have rules for. For the sake of consistency, that practice has continued to present. This approach works to an extent, but true compliance can be onerous for the property owner. Although we do not receive many complaints about short-term rentals, it is not because of the Zoning Ordinance, but in spite of it. Therefore, it would be beneficial to develop clear, specific rules for short-term rentals to fill a gap in our Zoning Ordinance that would encourage compliance. Establishing such rules would make things better for all parties involved.

This project would take a fair amount of staff time, and would be important in that it would fill a known gap in the Zoning Ordinance.

Change Zoning Regulations in the B-3U Zoning District to Match the Intent of the District

*Staff Time: *** | Importance: **** | Urgency: *****

The B-3U district is intended to provide a range of business and office uses close to the University, and to provide high-density residential uses to insure an adequate supply of housing for people who desire to live near the campus. It is mapped exclusively on the west side of Lincoln Avenue. To date, the Zoning Ordinance provisions have not facilitated the intent of the district. The development regulations of the district, which require minimum building setbacks, open space, and parking, do not align with the intent of the district. Changing development regulations to make the B-3U district more attractive for the higher density of development intended for the district, particularly residential uses, could increase our tax base and help remove pressure to redevelop properties east of Lincoln Avenue in the West Urbana neighborhood.

This project would take a fair amount of staff time, and could lead to reinvestment and an increase in taxes in an area that is meant for higher-density, mixed-use development. The urgency for this project is high, because an acre of land is currently for sale in the B-3U district that would provide an excellent opportunity for higher-density residential development.

Other Potential Planning Projects

There are several other planning and zoning projects that we may undertake in the future. Staff will discuss each of these briefly at the Committee of the Whole meeting.

Eliminate Permit Requirements for Most Home-Based Businesses

*Staff Time: * | Importance: * | Urgency: **

Establish Zoning Rules for Data Centers

*Staff Time: ** | Importance: * | Urgency: **

Establish Zoning Rules for Blood Plasma Centers

*Staff Time: ** | Importance: ** | Urgency: ***

Develop Downtown Design Guidelines

*Staff Time: *** | Importance: *** | Urgency: ***

Action Item

Staff request that the Committee of the Whole discuss these projects and provide a recommendation to staff on which one project to pursue in the immediate term. Staff suggest that making changes to the B-3U district be undertaken at this time.