



**LEGAL DIVISION**  
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## **Memorandum**

**DATE:** August 15, 2003  
**TO:** Mayor Satterthwaite and the Urbana City Council  
**FROM:** Steve Holz  
**RE:** FOP Contract Negotiations

The City's negotiating team and the FOP negotiating team have reached tentative agreement on a new 3-year contract. The tentative agreement was ratified by the membership of the Urbana Lodge No. 70 of the Fraternal Order of Police on July 30, 2003. The most recent contract expired on June 30, 2003.

I have attached an ordinance approving the agreement and authorizing the mayor to execute the agreement. A copy of the agreement is also attached.

The tentative agreement includes numerous changes, many of which are relatively minor operational tweaks and clean-up items. The significant changes consist of the following:

1. The term of the contract is 3 years, from July 1, 2003 through June 30, 2006.
2. Wages.
  - (a) The contract includes across-the-board wage increases of 2.75%, 2.75%, and 3%, respectively, in each of the 3 years of the contract. The increase for the first year is retroactive to July 1, 2003.
  - (b) In addition, the pay for Sergeants is to be increased by an additional \$1,500 in the first year of the contract.
  - (c) The longevity schedule for the recently expired contract included longevity pay of 2% for 2 years of service, 4% for 4 years of service, 6% at 6 years, 8% at 8 years, 10% at 10 years, 15% at 15 years, and 18% at 20 years. This schedule is to be adjusted in the proposed contract to change the 20-year longevity pay from 18% to 20%.

- (d) Equipment language is adjusted to include replacement of broken earphones.
- (e) Clothing allowance is increased by the percentage increase in wages.
- (f) Standby pay is increased by \$5 per year.
- (g) Holidays. A Martin Luther King holiday is added, in exchange for which the membership has agreed to give up the day off for birthdays.
- (h) Discipline. The recently expired contract provided for grievance arbitration of serious discipline, excluding discharges. For discharges, that contract provided that appeal to the Civil Service Commission was the sole avenue by which to challenge discharge. In the tentatively agreed contract, the avenue for challenging discharges is moved from the Civil Service Commission to grievance arbitration, with grievance arbitration being the exclusive means by which such discipline can be challenged.
- (i) Layoffs. The City has agreed to add language providing for a 45-day advance notice prior to any layoffs of bargaining unit members.
- (j) Psychological testing. The team has negotiated language authorizing the City to require psychological or mental fitness examination (in addition to the physical testing that is addressed by the recently-expired contract), requiring the employee to submit to such examination, providing for the employee to challenge the existence of reasonable basis for such examination and for grieving it, and providing for the confidentiality of the reports resulting from such examination.
- (k) Sick leave. The City and the Union's teams have negotiated new language dealing with requests for sick leave, the circumstances in which sick leave can be used, and verification of illness. This language does not change the amounts of sick leave that are available. Additional language requires that requests for payment of sick leave incentive as set forth in the recently-expired contract, must be made within 30 days. Lastly, the sick leave language provides for payment to the employee of 50% of the employee's sick leave balance upon retirement after a minimum of 20 years of service. The payout upon retirement under the recently-expired contract was 10% of the accumulated sick leave balance.
- (l) Probation. The probationary period under the recently-expired contract is a straight 12 months. The parties have negotiated changing that to 6 months of continuous paid service after the officer's successful completion of the field training program, and excluding time off for worker's compensable injuries. This change insures that the City has

the opportunity to observe and evaluate and officer's actual on-the-job solo performance for 6 months, even if the officer sustains an injury during the probationary period that would keep the officer off the job past the officer's 1-year anniversary.

RECOMMENDATION: The City's negotiating team believes that this is a fair and reasonable contract, and recommends approval of the tentative agreement and passage of the ordinance authorizing the mayor to sign it. Should the Council elect not to approve the tentative agreement, the City's negotiating team would anticipate that the matter would be referred instead to binding interest arbitration before a neutral arbitrator pursuant to the Illinois Public Employer Labor Relations Act.

ORDINANCE NO. 2003-08-086

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE URBANA LODGE #70 OF THE FRATERNAL ORDER OF POLICE AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FOR THE TERM BEGINNING JULY 1, 2003 THROUGH JUNE 30, 2006

WHEREAS, the duly authorized representatives of the City of Urbana, Illinois and the Urbana Lodge #70 of the Fraternal Order of Police and the Illinois Fraternal Order of Police Labor Council have met for the purpose of negotiating in good faith a contract for the term beginning July 1, 2003 through June 30, 2006; and

WHEREAS, a written copy of such an agreement entitled "AGREEMENT BETWEEN THE CITY OF URBANA, ILLINOIS AND THE URBANA LODGE #70 OF THE FRATERNAL ORDER OF POLICE AND OF THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, FOR THE TERM BEGINNING JULY 1, 2003 THROUGH JUNE 30, 2006" has been presented to and is now before this Council.

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

Section 1. That the Council hereby approves the City entering into an agreement with the Urbana Lodge #70 of the Fraternal Order of Police and of the Illinois Fraternal Order of Police Labor Council for the term beginning July 1, 2003 through June 30, 2006.

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

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 special meeting of said Council.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Aye:  
Nay:  
Present:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Tod Satterthwaite, Mayor

The FOP Agreement is not available electronically.