2026-484

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN CITY OF SPRINGFIELD AND THE POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, UNIT #5 FROM MARCH 1, 2026, THROUGH FEBRUARY 28, 2030

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield has been negotiating with the Police Benevolent and Protective Association, (PBPA), Unit #5, regarding a collective bargaining agreement for Police Officers of the Springfield Police Department; and

WHEREAS, both Parties have come to an agreement effective March 1, 2026, through February 28, 2030.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: The City Council hereby approves the terms negotiated with the Police Benevolent and Protective Association (PBPA), Unit #5, effective from March 1, 2026, through February 28, 2030, and as summarized on attached Exhibit A. The Mayor and City Clerk are authorized to execute said Agreement on behalf of the City of Springfield.

Section 2: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2026

RECORDED: _____, 2026

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Requested by: Mayor Misty Buscher

SIGNED: _____, 2026

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

10-25-26
Office of Corporation Counsel/Date

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2023-4847

COLLECTIVE BARGAINING CALCULATOR - WAGES BY CONTRACT YEAR

COS Costing	**Rate Effective**
PBPA Wage Base* Budget FY26	**$25,642,164**
Years in Contract:	**4**
Count:	**251**

	% Inc.	**Across the Board**	**New Base**	**Effective Rate**		
3.1.2026 Year 1	2.50%	$641,054	$26,283,218		$641,054	
3.1.2027 Year 2	2.50%	$657,080	$26,940,299		$1,298,135	
3.1.2028 Year 3	3.00%	$808,209	$27,748,508		$2,106,344	
3.1.2029 Year 4	3.00%	$832,455	$28,580,963		$2,938,799	
						$6,984,331
						11.46%
Total Compounded Life of Contract Cost:			$6,984,331			
Effective True Cost:	11.46%			11.46%		

Wage Increase	$641,054	$1,298,135	$2,106,344	$2,938,799	$6,984,331
Longevity Increase	$362,029	$371,080	$394,859	$412,486	$1,540,454
	$1,003,083	**$1,669,215**	**$2,501,203**	**$3,351,284**	**$8,524,785**
MEDI (1.45%)	$ 14,544.71	$ 24,203.61	$ 36,267.44	$ 48,593.62	$123,609
SICK (3 %)	$ 30,092.50	$ 50,076.44	$ 75,036.09	$ 100,538.53	$255,744
	$ -	$ -	$ -	$ -	$0
WKCMP (2.0 %)	$ 20,061.67	$ 33,384.29	$ 50,024.06	$ 67,025.69	$170,496
Adjusted Base + FRINGES:	$1,067,782	$1,776,879	$2,662,530	$3,567,442	**$9,074,634**

Agreement

Between

City of Springfield

And

Police Benevolent and Protective Association

Unit No. 5

Effective

March 1, 2026 to February 28, 2030

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ARTICLE I PREAMBLE

This AGREEMENT is between the City of Springfield, Illinois, an Illinois Municipal corporation, (hereinafter referred to as "Employer" or Department"), and Police Benevolent and Protective Association, Unit #5 (hereinafter referred to as "PBPA").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the PBPA, to promote the trust and confidence of the general public in the Department and its officers, to establish equitable and peaceful procedures for the resolution of differences, and to establish rates of pay, hours of work and all other conditions of employment.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE II RECOGNITION AND REPRESENTATION

2.1 Appropriate Bargaining Unit

The Employer recognizes the PBPA as the sole and exclusive bargaining representative for all officers in the appropriate bargaining unit from the first day of employment consisting of police training cadets, patrol officers and sergeants, hereinafter referred to as "officers". Excluded are individuals holding rank above sergeant and all other supervisory, managerial, and confidential employees.

2.2 Duty to Bargain

Co-existing with the management rights clause of this Agreement, the Employer shall be required to bargain collectively with regard to all matters directly affecting wages, hours, and

terms and conditions of employment as well as the impact thereon upon request of the PBPA pursuant to and in accordance with the provisions of the Illinois Public Labor Relations Act.

2.3 New Positions or Classifications

(A) Should the Employer create new positions, ranks or classifications within the bargaining unit, the PBPA shall be notified in writing providing the position name, duties, and proposed wage rate. If the PBPA disagrees with the new position or classification in regards to wages only, the matter shall be resolved in accordance with the Illinois Public Labor Relations Act.

(B) The Employer recognizes the integrity of the bargaining unit and it will not take any action directed at eroding it.

ARTICLE III NON-DISCRIMINATION

3.1 Non-Discrimination

(A) Equal Employment Opportunity

In accordance with applicable law, neither the Employer nor the PBPA shall discriminate in a manner which would violate federal or state laws against any officer covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical disabilities, political beliefs, marital status, PBPA activities or non-PBPA activities. The provisions of the Americans with Disabilities Act (ADA) will be complied with by both the Employer and the PBPA. Provisions relative to the Family and Medical Leave Act, as amended, outlined in Article XII, will be complied with by both the Employer and the PBPA.

(B) Non-Discrimination

Neither the Employer nor the PBPA shall interfere with the rights of officers to become or not become members of or otherwise support or not support the PBPA, and there shall be no discrimination, interference, restraint, or coercion by the PBPA, Employer or any Employer

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representative against any officer because of his membership or non-membership, support or non-support of the PBPA or the exercise of his lawful rights.

(C) Use of Masculine Pronoun

The use of the masculine pronoun in this document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

3.2 No Interference

The Employer agrees not to interfere with the rights of any employee of the City of Springfield, Illinois who acts in accordance with the department's rules and regulations and lawfully supports the PBPA. Grievances filed by the PBPA for Employer violations of this section involving non-bargaining unit members shall not be subject to the arbitration provisions of this Agreement.

3.3 Political Activity

The Employer agrees not to make or enforce any rule or ordinance which will inhibit or prohibit any employee from exercising his full political rights to engage in political activities, including the right to petition, make speeches, campaign door-to-door, run for public office, so long as the employee does not use his official position to coerce or influence others and does not engage in these activities while he is on duty. The political activity in which officers shall be authorized to engage shall be governed by the provisions of Illinois Compiled Statutes 65 ILCS 5/10-1-27.1, as currently enacted or hereinafter amended.

ARTICLE IV MANAGEMENT RIGHTS

4.1 Management Rights

It is recognized that the Employer has, and will continue to retain, the right and responsibility to direct the affairs of the Police Department in all its various aspects except as limited by the express terms hereof.

Among the rights retained by the Employer is the Mayor's (or his designee's) right to direct the work 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 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 make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. Nothing in this Agreement shall be construed as improperly delegating to others the authority conferred by law on the Employer, or in any way improperly abridging or reducing such authority, and further, nothing contained herein shall improperly supplant the lawful authority of the Springfield Civil Service Commission. The Employer will not exercise the foregoing management rights inconsistent with this Agreement.

ARTICLE V NO STRIKE AND NO LOCKOUT

5.1 No Strike

During the term of this Agreement, neither the PBPA, its officers nor agents nor any officer will instigate, promote, or engage in any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work, the abstinence from the faithful and proper performance of all the duties of employment, or any illegal activity, regardless of the reason for doing so.

5.2 No Lockout

So long as there is no violation of Section 5.1 above, the Employer will not lockout any employee during the term of this Agreement as a result of a labor dispute with the PBPA.

5.3 Resumption of Operations

In the event of action prohibited by Section 5.1 above, the PBPA immediately shall publicly disavow and denounce such action and request the officers to return to work.

5.4 Discipline of Strikers

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any disciplinary action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be subject to the provisions of the grievance procedure; except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

5.5 Judicial Restraint and Damages

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VI GRIEVANCE PROCEDURE

It is the intent and purpose of the parties to use their individual and collective best efforts to settle and resolve their differences on a prompt and informal basis. Where such informal efforts are successful or unsuccessful in resolving a grievance, the resolution or non-resolution of the matter will be reduced to writing with a copy to the grievant, the PBPA and forwarded to the respective Deputy Chief or the Chief, or his secretary, if applicable. The following procedures will be employed where informal resolution was not accomplished.

6.1 Grievance Defined

A grievance is a dispute or difference of opinion raised by the PBPA, by an individual officer, or by a group of officers (with respect to a single common issue) covered by the terms hereof, involving the meaning, interpretation or application of the express provisions of this Agreement.

6.2 Procedure

The formal procedure for resolving grievances between the parties shall be:

Step 1: Any officer with or without a PBPA representative or the PBPA may take up a grievance or dispute in writing with his immediate non-bargaining unit supervisor within twelve (12) calendar days of the date when either the officer or the PBPA became aware or should have become aware of the occurrence giving rise to the grievance; and in discipline cases this time period runs from service of the final outcome announced after the pre-deprivation hearing. Any grievance not filed within such time limits shall be deemed to be waived.

If there is no immediate non-bargaining unit supervisor below the rank of Deputy Chief, the officer or the PBPA shall submit the grievance directly to Step 2. The supervisor shall give his written answer within seven (7) calendar days of filing of the grievance. In this context and throughout the provisions of this grievance procedure, the term "days" shall be construed to mean calendar days unless otherwise specified.

Step 2: If the grievance remains unsettled after Step 1, and the grievant appeals, stating the reasons for rejecting the answer at Step 1, the grievance shall be presented in writing to the appropriate Deputy Chief of the Department or his designee within seven (7) days of the Employer's Step 1 response. The Deputy Chief shall attempt to adjust the grievance and shall respond in writing to the grievant with his decision within seven (7) days of the submission to Step 2.

Step 3: If the grievance remains unsettled, and the grievant appeals, stating the reasons for rejecting the answer at Step 2, the grievance shall be presented in writing to the Chief of the Department within seven (7) days of the Step 2 response. The Chief or his designee shall attempt to adjust the grievance by meeting with the grievant and shall respond with his written decision to the grievant within seven (7) days of the submission to Step 3.

Step 4: If the grievance remains unsettled, and the grievant appeals, stating the reasons for rejecting the answer at Step 3, the grievance shall be submitted in writing to the Mayor of the City of Springfield within seven (7) days of the Step 3 response. The Mayor or his designee shall attempt to adjust the grievance and shall respond with his written decision within seven (7) days of the submission to Step 4.

If the grievant is not satisfied with the decision at Step 4, he may exercise whatever legal rights he may have to seek arbitration as set forth in this Article or as provided by law.

6.3 Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the PBPA may, by written notice to the Employer, refer the grievance to binding arbitration within ten (10) calendar days after the receipt of the Step 4 response. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the notice of referral. In the event that the parties are unable to agree upon an arbitrator within such five (5) days, they shall immediately jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. In the event that the parties are unable to agree upon an arbitration service, then said service shall be selected upon a toss of a coin. Either party may reject one (1) entire panel. Each party shall have the right to strike three (3) names from the panel using the alternate striking method, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be

notified of his selection by a joint letter from the Employer and the PBPA requesting that he set a time and place, subject to the reasonable availability of the Employer and the PBPA. All arbitration hearings shall be held in the City of Springfield, Illinois, unless the parties mutually agree otherwise.

6.4 Arbitrator's Authority

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event that the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with the law or rules and regulations having the force and effect of law. The arbitrator shall submit his written decision within ninety (90) days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

6.5 Arbitrator's Decision

The decision of the arbitrator may be enforced, at the insistence of either party or of the arbitrator, in the Circuit Court for Sangamon, County, Illinois. The commencement of a new fiscal year after the initiation of arbitration procedures under this Agreement, but before the arbitrator's decision, or its enforcement, shall not be deemed to render a dispute moot, or to otherwise impair the jurisdiction or the authority of the arbitrator or the Circuit Court or the decision of either. At any time the parties may by mutual written agreement amend or modify an

arbitrator's decision. The arbitrator's decision shall be reviewable by the Circuit Court only for the reasons that the arbitrator exceeded his authority or that the order was procured by fraud, corruption or other similar or unlawful means. The pendency of such proceedings for review shall not automatically stay the order of the arbitrator.

6.6 Grievance Processing

If either party fails to answer or appeal a grievance, or an answer thereto, within the time limits specified herein, the grievance shall immediately be deemed to have moved to the next step up to Step 3 (Chief's level). If at Step 3 the Chief does not respond within the time limits prescribed herein, then for the purposes of appeal the Employer's failure to respond shall be deemed a denial of the grievance. Thereafter, if a grievance is not appealed to the next step, (Step 4 or arbitration) within the time limits set forth or during a mutually agreed written extension, the grievance shall be deemed settled on the basis of the Employer's last answer. The Parties shall make every effort to comply with the time periods in this article.

6.7 Arbitration Costs

The fee and expenses of the arbitrator and the associated costs of the court reporter and the arbitrator's transcript, if any, shall be borne by the losing party. Each party shall be responsible for the cost of any written transcript which it orders.

6.8 Grievance Meetings

The PBPA shall be afforded the opportunity to be present at all grievance meetings concerning grievances not filed by the PBPA; and any settlement made shall not be inconsistent with the Agreement. If the PBPA believes any such settlement to be inconsistent with the Agreement, it may file a grievance.

6.9 Service of Grievances and Responses

(A) All grievances to be filed and processed at the various steps by the PBPA shall be served upon the representative of the Employer designated at each respective step of the grievance procedure. In the event that a particular Employer representative is unavailable or cannot be located, the PBPA may serve and process grievances at any step by personally serving the non-bargaining unit supervisor designated as in charge of the Employer's operations at that time.

(B) All responses from the Employer to the PBPA at each respective step of the grievance procedure shall be personally served on the President of the PBPA. In the event that the President is unavailable or cannot be located, the Employer shall personally serve the Vice-President, the Secretary, or the Treasurer of the PBPA.

(C) Parties shall designate alternate representatives for service and receipt of grievances in the event the foregoing are unavailable.

(D) Time limits expressed in the grievance procedure shall be calculated from the dates of personal service.

6.10 Expedited Grievance Processing

Irrespective of all other provisions of this Article, the PBPA shall have the option of initiating any grievance at the step or level at which the applicable decision originated or arose from. Such option to be exercised only by mutual agreement and advance notice between the PBPA and the Chief of Police, or the Chief's designee in his absence. The intent and purpose of this Section is to expedite the process in appropriate cases, for example, if the decision made or mandate issued originated with the Chief of the Department, the PBPA may bypass Steps I and 2 and initiate the grievance at Step 3 with the Chief.

ARTICLE VII HOURS OF WORK AND OVERTIME

7.1 Application

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting the efficiency of law enforcement. Notwithstanding the preceding, the Employer shall not change an officer's work week for purposes of evading the overtime provisions of the Fair Labor Standards Act.

7.2 Workday and Workweek

(A) The Parties agree that officers currently work two types of schedules. The average normal workday shall consist of between 8 and 9 consecutive hours, currently 9 hours of patrol and other positions designated by the Chief, and 8 hours for all other positions, which shall be interrupted by a meal period. The normal average work day shall consist of eight (8) consecutive hours of work for all other positions, also interrupted by a meal period. The normal average work week shall consist of an average of forty (40) hours. The normal average annual hours of work for both schedules shall be 2,080, which may be achieved by a system of scheduled payback days.

The current practice with regard to travel time and lunch breaks and coffee breaks shall be continued in full force and effect throughout the term of this Agreement.

In the event the Chief contemplates a change to the departmental schedule, provided the schedule does not increase or decrease the normal workday(s) as defined above or increase the annual hours of work, the Chief will notify the Union at least four (4) weeks prior to any change

taking effect and offer the Union an opportunity to discuss and provide input on the new schedule prior to any new departmental schedule taking effect.

(B) The 9-hour 5/3 schedule is accomplished as follows:.

1. Individual officers work for 5 consecutive days, followed by 3 consecutive days off;

2. Officers work 9 hours days, interrupted by meal periods; and

3. Four (4) payback days shall be required so that the average annual work hours of officers equals 2080 hours

(C) An officer whose normal work day extends from one calendar day into another or who works overtime from one calendar day to another (for example, from Saturday into Sunday or from the day before a holiday into a holiday) shall be considered as working on the calendar day on which he started to work.

(D) Officers shall be paid only for the actual number of hours worked on shifts involving changes between daylight savings and central standard time and shall receive pay at the applicable rate if overtime is worked.

7.3 <u>Overtime</u>

(A) For purposes of the Fair Labor Standards Act (FLSA) compliance, the work cycle shall be not less than seven (7) nor more than twenty-eight (28) days as determined by the Employer in the interest of Departmental efficiency and operations.

(B) It is recognized that in addition to the normal work day and work week set forth in Section 7.2(A), an officer may be required to work such additional time as is necessary in the judgment of the Employer to serve the citizens of the City.

(C) In the event an officer is required to work in excess of the officer's normal scheduled work day(as it may be modified pursuant to this Agreement) or is called back to duty at other than his regular assigned duty hours (as they may be modified pursuant to this

Agreement), the officer shall receive at the officer's option compensatory time or pay for all such hours, at the applicable overtime rate, the amount of such time worked rounded to the nearest half hour, fifteen (15) or more minutes constituting a half hour. Pay back days shall be considered part of the regular work schedule and regularly assigned duty.

(D) Records of overtime hours worked shall be kept current and be returned to the officers within five (5) working days.

(E) An officer called in to work on his day off which is not a holiday shall be guaranteed two (2) hours at double time and be paid double time for all hours worked in excess of two (2) on such day, same to be paid in cash or compensatory time at the officer's option.

(F) Pay for work on a holiday will be computed as provided in Article VIII, Holidays.

(G) An officer who works two (2) or more hours in excess of his normally assigned work day hours shall be provided with a meal at City expense or be given a meal allowance of Twenty Dollars ($20.00) effective the date of signing this 2022 Agreement and shall be non-taxable to the extent allowed by law.

(H) When an officer is called in to work on his assigned work day, but outside his regular work shift, he shall receive pay at double time for the first one (1) hour worked and the applicable overtime rate for the hours worked thereafter. The parties agree that the intent and purpose of this Section is to compensate only those officers who are required to carry pager devices while off duty. The officer shall be eligible for pay from the time of receipt of the call, this provision being applicable to instances where the officer is called in for service in all specialty units (e.g., ERT, Hostage Negotiations), as well as regular assignments. This Section is not necessarily meant to apply where, out of convenience or necessity, an officer is merely contacted by pager rather than personally or by telephone.

(I) Notwithstanding the above, officers earning overtime when participating in Honor Guard activities shall receive payment only in the form of an award of compensatory time.

(J) Notwithstanding the foregoing, when overtime work is to be paid from a grant, the officer will only receive overtime pay, not compensatory time.

(K) On-Call Compensation for Detectives/Detective Sergeants/ID Technicians: Effective with the signing date of this 2022 Agreement, for each day a Detective, Detective Sergeant -or ID Technicians is assigned by the Police Chief or his designee to be on-call and is available for the entire on-call period, the Detective/Detective Sergent/ID Technician -shall be compensated at the rate of $2.00 per hour for each completed hour on call.

7.4 Hireback

(A) The hireback needs shall be determined by the Chief of Police or his designee, at least five (5) days in advance of the scheduled event. The hireback will be published on a Department Notice and disseminated via email to all officers.

(B) Officers desiring to work hireback, which shall be voluntary, shall sign up via the Department's electronic system. Forty-eight (48) hours prior to the scheduled hireback, the duty commander will review the logbook and determine by seniority those eligible for hireback. He shall notify those officers of their selection verbally, via email, or by phone if officer provides a number in the logbook. The duty commander will note in the logbook the selection and date of notification(s).

(C) In the event a senior ranking officer is not available to be hired back, when needed, a sergeant may be hired back to fill that vacancy, by seniority as determined by Civil Service date of rank. Any hireback not filled at the close of the hireback posting shall be filled on a first come, first serve basis.

(D) In the event an officer scheduled for hireback is unable to appear, he shall notify the duty commander twenty-four (24) hours prior to the scheduled time of hireback. The duty commander may poll the on-duty officers on the watch to determine if any of those officers desire to work hireback to fill that vacancy, and if so, the selection shall be made by seniority. In the event an officer is scheduled to work hireback and he is delayed on a late call from his regular duty tour, the hireback shall commence as scheduled. Officers who are scheduled to work hireback, but who fail to appear and fail to provide twenty-four (24) hours notification on two (2) occasions within a six (6) month period shall be denied hireback for a period of six (6) months from the last non-appearance occasion.

(E) Any special hireback needs, such as stake-outs, parades, etc., shall be so identified via department email and postings in the hireback logbook. On a detail hireback, when five (5) or more patrol officers are hired back, at least one (1) sergeant shall be hired back for supervision purposes. Hireback shall first be offered to the most senior sergeants on the basis of time in grade. A detail hireback is defined as a hireback assignment in which patrol officers are needed to perform duties related to a specific task as a group; i.e., election commission hireback, and First Night Springfield.

(F) Records of hireback hours shall be kept current through the Department's electronic system. ~~and be returned to the officers within five (5) working days.~~

(G) Officers scheduled to work hireback who do so on a day in which they are scheduled and in fact do work a regular duty tour, shall be restricted to working hireback at half shift increments. Officers who are scheduled to work hireback who are on a regular day off or accrued vacation, compensatory, personal day or schedule adjustment day off may work the

hireback in full shift increments. The intent of this Section is to provide for the safety and protection of the officer and public by restricting work hours to one and one-half work shifts.

(H) Officers working hireback are allowed one (1) fifteen (15) minute coffee break during the hireback, however, if working hireback of eight (8) or hours or more, they shall be allowed a regular lunch period.

(I) Officers shall have the option to receive either paid overtime or compensatory time at the rate of time and one-half (1.5) for all hours of hireback worked.

(J) Meal credits shall not be applicable in hireback situations.

(K) The Criminal Investigations Division will maintain their own hireback logbook in accordance with these same guidelines.

(L) The parties agree that changes made in Section 7.4 during the 1986-1987 negotiations were not intended to modify the current practice for administering hireback except in regards to the provision concerning denial of hireback. All hireback shall be offered on the basis of seniority.

(M) Cancellation of hireback with twelve (12) or more hours' notice will result in no compensation. In the event that hireback is cancelled with less than twelve (12) hours' notice, the officers will be notified and given the option to work two (2) hours at the time and one half (1.5) rate or decline the new hireback assignment. If the officer declines the assignment, no compensation will be paid. The new assignment will be determined by the shift commander and may require the officer to respond in uniform even if the previously approved hireback did not require a uniform. Whether the officer is at work prior to the assignment or at the time of the cancellation will have no bearing on this section.

(N) Notwithstanding the above, officers earning overtime when participating in Honor Guard activities shall receive payment only in the form of an award of compensatory time.

(O) Notwithstanding the foregoing, when overtime work is to be paid from a grant, the officer will only receive overtime pay, not compensatory time.

7.5 Court Time

An officer appearing in Court shall receive for such appearance not less than two (2) hours at the overtime rate, payment to be in cash or compensatory time at the officer's option. Time spent in Court in excess of one-half (1/2) hour shall be paid at the applicable overtime rate in addition to the guaranteed minimum. An officer shall receive no more than one (1) guaranteed minimum for morning court appearances on any given day (regardless of the number of morning court appearances) and no more than one (1) guaranteed minimum for afternoon court appearances on any given day (regardless of the number of afternoon court appearances).

7.6 Compensatory Time

Officers may accumulate up to one hundred seventy-five (175) hours of compensatory time. Any excess over one hundred seventy five (175) hours shall be paid for in cash on the second regular paycheck following the conclusion of the applicable quarter. (Officers may effectuate a separate check by payroll deducting a specified dollar amount via direct deposit, as long as the payroll system has the technical capability.)

Compensatory time must be used in increments of no less than 15 minutes, subject to the approval of the supervisor.

7.7 Temporary Assignment Pay

(A) No officer shall be assigned temporarily to a position carrying a higher pay for any period in excess of thirty (30) consecutive calendar days, without receiving the additional pay and clothing allowance allowed that position. Such additional pay and allowance shall be

paid retroactive to the first day of such temporary assignment which has continued in excess of thirty (30) consecutive calendar days.

(B) Plainclothes Detail: This thirty (30) day limitation shall not apply to officers temporarily assigned to a plainclothes detail for a specific assignment where it is not intended that the officer perform duties normally assigned to the Criminal Investigations Division. These "plainclothes" details shall be for active, on- going criminal investigations where the preponderance of the work to be performed is in the field, such as stakeouts and special patrols. In such cases, the time limits shall be extended from thirty (30) days to sixty (60) days. In the event that the Employer desires to extend such assignments beyond the sixty (60) day time limit, representatives of the Employer shall meet with the President of the PBPA or his designee and one other Executive Board member to attempt to mutually agree to such extension. No such extension shall exceed thirty (30) days and there shall be no more than three consecutive extensions of any assignment.

7.8 Exchanging Shifts or Working in Lieu of Another Officer

The Employer shall grant the request of any two (2) officers except officers who are on a leave of absence or are working a light duty assignment to exchange full shifts or full days off, or for one officer to work a full shift in lieu of another provided they are in the same division and of the same rank, and provided seventy- two (72) hours' advance notice is given. Such notice requirement may be waived by the duty commander where extenuating circumstances exist. This requirement that the officers be in the same division shall not apply where the shift or assignment to be worked is in the Field Operations Division and the officer who is to work has prior experience in that Division. The Department reserves the right to limit such exchanges to a maximum of eighteen (18) shifts per calendar year per officer. One exchange shall be charged to an officer on each occasion when he has another officer work a shift for him. The substituting

officer shall be responsible for failing to work as agreed. An officer cannot use benefit time over 9 hours for any day. No exchange will be allowed if the same would result in an officer working a double shift or not having at least one day off in a seven (7) day period. If overtime compensation or other premium pay is generated as a result of the actual hours worked, the officer who physically worked the hour(s) shall receive the overtime pay.

7.9 Shift Differential

Officers who are regularly assigned to a work shift which begins at 2:30 p.m. or later shall receive a shift differential of 20¢ per hour for all hours worked. Officers who are regularly assigned to a work shift which begins at 6:30 p.m. or later shall receive a shift differential of 25¢ per hour. Officers who are regularly assigned to a work shift which begins at 10:30 p.m. or later shall receive a shift differential of 30¢ per hour for all hours worked. The shift differential shall only be paid for time actually worked and shall not be applied to any time off.

7.10 Blood Bank Release Time

Officers who voluntarily donate blood to the Springfield Community Blood Center may, with prior approval of the duty commander or immediate supervisor, be allowed release time not to exceed thirty (30) minutes. Upon completion of this activity and release by blood bank personnel, the officer will resume his regular duties.

7.11 Compulsory Medical Exam Pay

When an officer is ordered or compelled by the Employer to have any medical examination or treatment, the officer shall receive any overtime compensation that results, at the applicable rate, to be paid in compensatory time or cash, at the officer's option.

7.12 Overtime Selection Process

Whenever overtime work is necessary on the individual work shift(s), the senior officer(s) currently working or scheduled to work the next shift will be offered the work

assignment. Such assignments shall be filled by holding an officer(s) over from the preceding shift, or by calling in an officer(s) early from the subsequent shift. All decisions in this regard shall be on the basis of seniority as defined in Section 10.1. Overtime will be offered on the basis of seniority and on an annual rotating basis, meaning a reverse seniority system (e.g. when someone is forced or volunteers, the officer then moves to the bottom of the list.) As a specific exception to the assignment of holdover overtime on the basis of seniority, the junior officer shall not be forced to work holdover overtime on the 5/3 "Friday" of his or her workweek, except under extraordinary circumstances as determined by the Watch Commander.

The parties agree that Mmanagement maintains the exclusive right to determine the number of holdover hours officers are permitted to work for officers and sergeants on the eight (8), nine (9), or ten (10) hour shift schedule.

7.13 Promotional Examinations

Subject to legitimate operational needs, officers shall be allowed to change days off, shifts, split shifts, or exchange work shifts in order to participate in promotional examinations and processes.

7.14 Canine Kennel Time

The parties acknowledge that it is the right and option of the Employer to provide housing for all dogs owned by the City at kennels or otherwise at their discretion, and that it is the desire of the police officers assigned as canine handlers to exercise their voluntary option to house dogs at their homes, as per established procedure, for their convenience and the maintenance of a relationship with their respective dogs. The Parties agree that on average it takes one (1) hour per day for an officer to properly care for his/her canine partner.

Therefore, the Employer agrees to allow the officer to utilize the last hour of paid duty time for kennel time on regular work days. Each quarter, the Employer will tabulate the number

of all other days for each canine officer and provide compensation for kennel time on those days at the rate of one (1) hour per each regular day off at 1.5 times, such compensation to be added to the officer's compensatory time bank. This tabulation and compensation shall be prorated for each month the canine officer is actually or regularly engaged in canine handling and/or assignment to a dog.

7.15 Field Training Officer Compensation

(A) Police Officers serving as Field Training Officers should receive additional compensation on days when in fact they are involved in the actual training of a new recruit officer.

(B) In order for Field Training Officers to be eligible for the additional compensation the following criteria must be met:

1. The Field Training Officer would have a recruit officer assigned for a majority of the day.

2. The officer must be serving as a Field Training Officer and complete Daily Observation Forms (DOR's).

3. The Field Training Officer would receive two (2) hours compensation, per day, at straight rate in comp time.

4. The Field Training Officer will not receive the above compensation on any day that he is not performing direct FTO duties, i.e.: vacation day, sick day, training day, personal day, or day assigned to another division other than the Field Operations Division.

5. At the end of each month, an overtime slip will be prepared for each FTO and submitted to the payroll section for data entry through the normal overtime process.

7.16 Field Training Detective Compensation

(A) Police Officers serving as Field Training Detectives should receive additional compensation on days when in fact they are involved in the actual training of a probationary Detective.

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(B) In order for Field Training Detectives to be eligible for the additional compensation the following criteria must be met:

1. The Field Training Detective would have a probationary Detective assigned for the majority of the day.

2. The Detective serving as a Field Training Detective must complete Daily Observation Forms (DOR's).

3. The Field Training Detective would receive two (2) hours compensation, per day, at straight rate in compensatory time.

4. The Field Training Detective will not receive the above compensation on any day that he is not performing direct FTD duties; i.e.: vacation day, sick day, training day, personal day, or day assigned to another division other than the Criminal Investigations Division.

5. At the end of each month, an overtime slip will be prepared for each FTD and submitted to the payroll section for data entry through the normal overtime process.

ARTICLE VIII HOLIDAYS

8.1 Number of Holidays

The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Juneteenth
Martin Luther King's Birthday	Independence Day
Lincoln's Birthday	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	Christmas

8.2 Dates of Observance

All bargaining unit employees shall observe future contractual holidays as follows:

New Year's Day	January 1

Independence Day	July 4
Veteran's Day	November 11
Christmas Day	December 25
Martin Luther King's Birthday	Observed Date
Lincoln's Birthday	Observed Date
President's Day	Traditional Date
Good Friday	Traditional Date
Easter	Traditional Date
Memorial Day	Observed Date
Juneteenth	June 19
Labor Day	Observed Date
Thanksgiving Day	Traditional Date
Day after Thanksgiving	Traditional Date

If a holiday is to be observed on the traditional date, those officers working on that date shall be deemed to be working on the holiday, regardless of the day the holiday is observed by other City employees. Holidays deemed to be worked on the "observed date" shall be those days when the City of Springfield observes the holiday, or if not observed by the City, then when observed by the State of Illinois. For example, if Lincoln's Birthday, February 12, falls on Sunday, and the City observes the following Monday as the holiday, those officers working on Monday, February 13 would be deemed to be working on the holiday.

8.3 Working on a Holiday

An eligible officer required to work and who in fact works on an observed holiday (as provided for in Section 8.2) shall receive, in addition to his regular pay for working that date, pay

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or compensatory time off at the rate of two (2) hours for each hour worked at the Employer's option, exercised on an equal basis as to all similarly situated officers. An officer called in to work on a holiday which is the officer's regular day off shall receive four (4) hours at his regular straight time rate as show-up time, plus two times his regular rate for each hour worked, plus his regular pay for the holiday, the same to be paid in cash or be credited as compensatory time at the Employer's option, exercised on an equal basis as to all similarly situated employees. The Employer's option shall in any event be exercised as to all affected officers within two (2) calendar weeks after the holiday.

8.4 Holiday on a Normal Off-Duty Day

In the event a holiday falls on an officer's normal off-duty day or while he is on an accumulated compensatory day off, vacation day, or paid sick day, the officer shall receive his regular pay plus one compensatory day off, or cash, at the Employer's option. An officer not scheduled to work and not called in to work on a holiday shall be paid in cash his regular pay for his normal hours or to be credited with compensatory time for such hours at the Employer's option. The Employer's option shall in any event be exercised as to all affected employees within two calendar weeks after the holiday.

8.5 Eligibility Requirements

(A) In order to be eligible for a holiday pay or a day off under Sections 8.3 or 8.4, an officer must have worked or been paid for as if he worked his last regularly scheduled work day in the four (4) days preceding and his first regularly scheduled work day in the four (4) following the holiday, except that an absence due to illness for which sick leave is paid shall not disqualify an employee.

(B) The term "(days) worked or ... paid for as if worked" as used above shall mean any day actually worked or any day not worked for which the employee received pay directly

from the Employer for that day (e.g. paid vacation or paid leave) and any day absent from work due to a compensable injury.

8.6 Minimum Manning and Holidays

(A) On holidays, the Employer may set minimum manning requirements consistent with manpower needs.

(B) Consistent with subsection (A) above, officers assigned to the Field Operations Division will be offered the opportunity to work on a holiday on the basis of seniority as defined in Article X, within their respective shift and unit, providing they are scheduled to work. The same will apply to Field Operations Division Sergeants, except that seniority will be calculated as time in grade.

(C) Consistent with subsection (A) above, officers assigned to the CID will be offered the opportunity to work a shift on a holiday on the basis of seniority, as defined in Article X, within their respective shift and job classification (Sergeant/Detective/Evidence Technician) without regard to unit, provided they are scheduled to work. This shall not preclude members of units within the CID from being called in due to a special circumstance not known or planned in advance.

ARTICLE IX VACATIONS

9.1 Amount of Vacation

Officers covered by this Agreement shall be entitled to vacation in accordance with the schedule set forth in Appendix D.

9.2 Vacation Eligibility

(A) ~~Commencing the first January 1 after hire, all vacations shall be earned on a calendar basis (i.e., January 1st – December 31st).~~ ~~Officers~~Employees shall earn allowances as of the date of their hire, to be credited on January 1st of the year in which they attain their accrual

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rate per Appendix D(A)(1). Vacations earned during a specific calendar year must be taken during the subsequent calendar year.

(B) In order to be eligible for a full vacation allowance for a specific calendar year, an officer must have been employed with the Department prior to January 1st of that year. ~~continually employed in the Department during the twelve months preceding that January 1st; and, worked or been paid for as if worked and 1768 hours during those twelve (12) months of employment.~~

~~(C) Respecting newly hired officers, they shall earn vacation for the period between their date of hire to and including the next December 31st in accordance with Appendix D, paragraph IL. The parties specifically agree that vacation leave time and applicable increases per Appendix D shall cause entitlement and use of vacation days in the calendar year following the longevity anniversary date. For purposes of clarification, it is agreed that when an officer completes his first, third, fifth, tenth, fifteenth, twentieth, or twenty-fifth year of service, the entitlement and use of such vacation days begins on January 1st of the following calendar year and he shall be eligible to receive the additional vacation benefits set forth in Appendix D.~~

(C~~D~~) The term "(hours) worked or ... paid for as if worked" as used above means any hour actually worked (exclusive of any overtime credit or premium computations) and any hour not worked for which the officer received pay directly from the Employer for that hour (e.g. paid holidays, paid vacation, paid leave) and any absence from work because of a compensable injury (to a maximum of forty (40) hours per week).

9.3 Vacation Scheduling

(A) Requests for specific vacation periods received prior to February 1st will be given precedence over all requests made at later dates and will be considered on the basis of seniority

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as defined in Article X within their respective division, shift, job classification (Sergeant/Detective/Evidence Technician/Patrol Officer).

(B) Request for vacation periods received after February 1st will be considered on a first-come, first- served basis for available dates only after the available dates have been offered to pre-February 1st requests that were initially denied. All vacation periods shall be subject to the approval of the Chief of Police or his designee and shall be for dates after the vacation is earned but prior to the expiration of the following calendar year.

(C) Once a vacation list has been approved and posted, it is binding on the Employer except for good cause shown. Vacation time shall not be assigned by the Employer.

(D) Vacation shall be used in four hour increments, subject to the approval of the supervisor. Officers working an eight (8) hour shift shall be charged eight (8) hours for a full day of vacation benefit time taken for a vacation day. Officers working a nine (9) hour shift shall be charged nine (9) hours for a full day of vacation benefit time taken for a vacation day. Officers working an ten (10) hour shift shall be charged ten (10) hours for a full day of vacation benefit time taken for a vacation day. ~~, Effective January 1, 2013, Officers working a shift, up to and including nine (9) hours, shall be charged either 4 hours for a half day of vacation or 8 hours for a full day of vacation benefit time taken for a vacation day.~~

9.4 No Accumulation

~~In accordance with the City Code, v~~Vacation times shall not accumulate from one calendar year to the next. Provided, however, an officer may request to convert up to a maximum of forty (40) vacation hours to forty (40) personal hours if they work a 8 or 9 hour schedule, or a maximum of fifty (50) vacation hours to fifty (50) personal hours if they work a 10 hour schedule, ~~-~~ by submitting a written request to the Deputy Chief of Administrative Services by January 15th. All

personal days so converted must be used during the succeeding calendar year in accordance with Section 12.4.

9.5 Computation of Vacation Entitled Upon Separation from Service

When an officer who is a member of the bargaining unit covered under the terms of this Agreement quits, retires or dies, he or his beneficiaries, if any, shall be entitled to compensation for all accrued vacation days earned. This compensation shall be paid according to the current practice of the parties taking into consideration the vacation benefits under this Agreement.

ARTICLE X SENIORITY

10.1 Definition of Seniority

(A) For the general purpose of this Agreement, departmental seniority shall be the accumulation of continuous paid service with City of Springfield commencing on the date of original appointment thereto.

(B) In all cases of civil service rank of sergeant or above, seniority shall be determined by date of appointment to such rank. If more than one person is appointed on the same day, the person occupying the higher position on the Civil Service appointment list shall have greater seniority.

(C) Seniority for officers assigned to Master Patrol Sergeant shall be calculated based on the officer's most recent appointment to the position of Detective regardless of the Division, Section, or Unit of Assignment when appointed.

(D~~C~~) Seniority for officers assigned to the Criminal Investigations Division shall be calculated based on the officer's most recent appointment to the position of Detective regardless of the Division, Section, or Unit of assignment when appointed.

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(ED) Seniority for officers assigned to the Criminal Investigations Division shall be calculated based on the officer's most recent appointment to the position of Evidence Technician regardless of the Division, Section, or Unit of assignment when appointed.

(FE) Except as otherwise provided herein, seniority for promotion and other purposes is within the control and jurisdiction of the Civil Service Commission.

10.2 Computation of Seniority

Consistent with any applicable Civil Service rules, the computation of seniority shall be subject to the following:

(A) Continuous paid service shall include vacations, leave of absence with pay and military service honorably completed.

(B) In the event an officer accepts a line of duty disability pension which is later terminated, and the officer later is allowed to return to active duty with the Department, he shall be entitled to his seniority during the period of line of duty disability.

(C) A disciplinary suspension shall not interrupt seniority except that an officer who accrues in excess of thirty (30) days of suspension during his employment with the Employer shall have his seniority reduced by the number of suspension days which accumulate in excess of thirty (30).

10.3 Termination of Seniority

(A) Consistent with the currently applicable rules and regulations of the Civil Service Commission, seniority and the employment relationship shall be terminated when an officer: (1) quits, or (2) is discharged consistent with the terms of this Agreement, or (3) retires or is retired, or (4) is laid off and fails to report to work within fourteen (14) calendar days after having been recalled; provided, further, that the officer must have notified the Employer of his intention to return within five (5) calendar days after receiving the notice of recall. All notices are to be by

certified mail. The Employer may at its discretion grant additional time to return to work, or (5) does not report to work at his scheduled time for his second scheduled work day after the termination of an authorized leave of absence, or (6) is absent for two (2) consecutive work days without notifying the Employer in accordance with Department procedure.

(B) Service and seniority broken under subsections (A)(5) and (6) above may be reestablished if the officer can show that extenuating circumstances prevented his timely return or notification of absence.

10.4 Seniority List

(A) The Employer shall maintain a seniority list of officers covered by the terms of this Agreement. The list shall be updated by the Employer on October 31st and May 31st of each year. The list shall be posted on the Department bulletin boards and a copy forwarded to the PBPA Secretary within ten (10) calendar days of compilation.

(B) When new officers are hired or other changes to seniority occur, the Employer will re-post the seniority list in accordance with the provisions of paragraph (A) above.

(C) An officer objecting to his numerical placement on the seniority list will forward an objection in writing stating his reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Deputy Chief of Administrative Services. If an officer does not file an objection, the list shall stand approved as posted.

10.5 Probationary Officers

(A) Each newly hired officer shall be considered a probationary officer for the first twelve (12) months of continuous service, after which his seniority shall date back to his date of hire with the Employer. However, such probationary period may be extended, on a day-for-day basis, by the Employer for a further period not to exceed one-hundred eighty (180) days under the following circumstances: failure to commence training at an approved State of Illinois Police

Officer training facility to be calculated from the date of appointment to the commencement of such training; or illness, injury, or other authorized leaves of absence exceeding thirty (30) days; or an extension of any portion of the field training program.

(B) There shall be no contractual seniority among probationary officers, and they may be discharged or otherwise terminated without recourse at the sole discretion of the Employer in compliance with applicable Civil Service Rules and Regulations which may be in effect from time to time and in compliance with all other applicable law.

10.6 Probationary Sergeants

Each newly promoted sergeant will undergo the statutory six (6) months of probation, training and orientation during which time the salary as provided in Appendices A & B shall be paid. Upon successful completion of the probationary period, the individual's salary will increase to that provided for sergeants in Appendices A and B.

ARTICLE XI LAYOFF AND RECALL

11.1 Layoffs

In the event a reduction of officers covered by the terms of this Agreement becomes necessary, such reduction may occur only for a bona fide lack of funds or a bona fide anticipated lack of funds. Layoffs, in such event, shall not occur prior to sixty (60) days before the date of the anticipated lack of funds. In accordance with the provisions of the Illinois Compiled Statutes as they pertain to layoff, officers with the least departmental seniority shall be laid off first. If a reduction of rank of certain officers is necessary in such a layoff, officers in the affected classification with the least seniority shall displace the least senior officer in the next lower rated classification. An officer not eligible to be placed under the provisions of the preceding sentence shall be laid off. For purposes of determining which officers will be reduced from one such

classification to another in the event of an economic layoff, seniority shall be determined by time spent in that rank or position and not departmental seniority.

11.2 Recall Procedures

Officers who are laid off shall have their names placed on the appropriate reemployment list in the reverse order of dates of layoff. Officers who are laid off shall remain on the recall list for a period of thirty-six (36) months, at which time their names will be removed from said list. Probationary officers and those officers on leaves of absence shall be included in any layoff in accordance with the foregoing.

ARTICLE XII LEAVES OF ABSENCE

12.1 Discretionary Leaves

The Employer may at its sole discretion grant a leave of absence to an officer for what it deems to constitute good and sufficient reason. The Employer shall at its sole discretion set the terms and conditions of the leave.

12.2 Military Leave

(A) Employees shall be entitled to military leave, compensation and benefits in accordance with state and federal law as it may from time to time be amended.

(B) Officers who belong to military units must provide call-up orders and their annual training schedule, to include both the annual two (2) week training and drill weekends, to the Watch Command Officer for scheduling purposes, upon receipt of the dates from the military unit.

(C) Officers' pay and benefits will be paid pursuant to Illinois Public Act 100-1101, which shall include differential compensation as defined in that Act.

(D) Officers who are required to attend drill training may request that his scheduled Department work days be rescheduled during the same FLSA period in which the requested drill

weekend falls. This request may be approved by the Watch Command Officer if such rescheduling can be accomplished at the convenience of the Department. Such a request must be submitted at least one (1) month in advance of the requested weekend.

12.3 Bereavement Leave

Three (3) consecutive working days leave with pay, which may be interrupted by previously scheduled time off, shall be granted an officer in the event of a death in the immediate family of an officer or an officer's current spouse, one of which may be spent in attendance at the funeral. The immediate family of the officer and current spouse shall consist of their current spouse, domestic partner (as defined in the Illinois Bereavement Leave Act), child or miscarriage, step-children, mother, father, brother or sister, stepmother, stepfather, stepsister, stepbrother, grandmother, grandfather, grandchildren, great grandfather, great grandmother, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, or legal guardian.

Up to two (2) consecutive accumulated compensatory days shall also be granted to such officer upon the officer's request. Additional bereavement leave pursuant to the Illinois Bereavement Leave Act, as it may from time to time be amended, shall be provided.

Additional time-without pay may be granted at the discretion of the Chief of Police or the designee.

12.4 Personal Business Days

Officers shall have personal business days to be taken according to the following:

(A) Except as provided in Section 12.4(C) below concerning newly hired officers only, each officer shall be allowed four (4) personal business days per calendar year which may not be carried to a subsequent year and will be forfeited if not taken. Such personal business days

may not be taken on a day considered a holiday for all officers as provided in Sections 8.1 and 8.2.

(B) Such days may be taken at any other time provided they are scheduled and approved in advance by the Chief or his designee, it being understood that such request may be denied if insufficient officers, in the judgment of the Chief or his designee, would be available to meet the operating needs of the Department. No officer who is terminated, dies or retires shall be eligible for additional compensation in lieu of unused personal business days.

(C) Officers hired after the effective date of this Agreement shall be eligible to take personal business days during the calendar year of their hire according to the following schedule:

Date of Hire	**Number of Personal Days**
January through March	3
April through June	2
July through December	1

(D) Commencing the beginning of the calendar year after the date of hire (i.e., the first January 1st following the date of hire), newly hired officers shall be eligible for four personal business days per calendar year.

(E) ~~Personal time shall be used in increments of one-half day (4 or 4.25 hours), depending upon the length of an officer's normal work day.~~ Personal time (personal business days) shall be taken in increments not less than one (1) hour. In the event an officer does not have a sufficient personal time balance to cover a full or half day increment, the officer may use the remaining personal time to supplement other paid leave (such as vacation or compensatory time) in order to reach the required increment. Officer taking a full personal business day shall be used in the amount consistent with the Officer's assigned shift length. For example, Officers working an eight (8) hour shift shall be charged eight (8) hours for a full day of time taken for a personal business day. Officers working a nine (9) hour

shift shall be charged nine (9) hours for a full personal business day. Officers working a ten (10) hour shift shall be charged ten (10) hours for a full personal day.

12.5 Jury Duty

An officer who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the sum paid for jury service with respect to his regularly scheduled hours of work which payment the officer shall submit to the City. However, an officer may elect to fulfill such jury service on accrued vacation, compensatory or personal leave and retain the full amount received for such jury service. An officer whose regularly scheduled hours of work are not those coinciding with the hours set for jury duty shall be temporarily assigned to a shift coinciding with such hours. Upon conclusion of jury service, the officer shall not be required to report for duty on his regular shift for eighteen (18) hours. On the day before jury service, the officer shall be afforded the night off.

12.6 Family and Medical Leave

(A) Officers who have worked for at least twelve (12) months, and for at least 1,250 hours during the last twelve (12) months may request leave pursuant to the Family and Medical Leave Act (FMLA). Leaves may be requested for the birth or adoption of a child or for a serious health condition. Officers may receive a leave to take care of themselves or an eligible family member who has a serious health condition; that is, an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential treatment facility or continuing treatment by a health care provider.

(B) An eligible employee is entitled to a maximum of twelve (12) weeks of Family or Medical Leave in a twelve (12) month period. A "rolling" twelve (12) month period measured backward from the date an officer uses any FMLA leave shall be used for this purpose. Officers

shall be required to exhaust all paid benefit time (vacation, personal days and sick leave) as part of their FMLA leave, and such time will count toward the twelve (12) week limit, provided however, that the officer may retain up to 360 sick leave hours maximum in a bank at the officer's option. Effective March 1, 2013, Officers may, at the officer's option, utilize sick time for the first six (6) weeks of any paternity or maternity leave and for the remaining six (6) weeks shall use other, non- sick available benefit time (excluding compensatory time). If no non-sick benefit time is available, then the officer may utilize sick time for the entire twelve (12) weeks. Officers utilizing intermittent leave shall utilize sick time for the first 10 days and for the remaining intermittent time shall use other non-sick available benefit time (excluding compensatory time).

(C) Leaves to take care of a serious health condition may be taken on an intermittent or reduced schedule basis. Leaves for the birth or adoption of a child must be taken within the first twelve (12) months of the date of birth or placement. Officers may request a leave by giving the Employer notice at least thirty (30) days in advance of a foreseeable leave, and as soon as practicable for an unforeseen leave.

(D) The Employer may require employees requesting a leave to care for a serious health condition to submit medical verification from a health care provider. The officer may also be required to undergo an examination by an impartial physician. Such examinations shall be paid for by the Employer. Upon return to work, the officer shall submit a fitness-for-duty certificate from a qualified health care provider.

(E) During a FMLA leave, the Employer will continue to provide medical and dental coverage at the same premium rate as if the officer was still on active duty. The officer will be required to maintain individual health and/or dental premiums, if any. Payment of the officer's

premium shall be due on the first day of the month, and in no case later than the tenth (10th) of the month. Coverage shall cease immediately for any officer whose payment is more than thirty (30) days late.

(F) After a FMLA leave, the officer shall be restored to the position he held prior to the leave or to an equivalent position with equivalent pay and benefits. An officer who fails to return from a FMLA leave shall be required to reimburse the City for the Employer's portion of the health insurance premiums paid during the leave.

(G) Officers who have utilized all their accumulated sick leave days and have completed a FMLA leave, if applicable, and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may at their option, apply for a disability pension to the local police pension fund board.

ARTICLE XIII SICK LEAVE

13.1 Sick Leave Occurrences and Utilization

(A) Sick leave days may be used for illness, disability or injury of the officer, appointments with a doctor, dentist or other professional medical practitioner, quarantine, and for illness or disability in the officer's immediate family which requires the officer's personal care and attention. Officers using sick leave for family members' illnesses shall so notify the Employer at the time of calling in and requesting sick leave.

(B) Any officer who is reasonably believed to be abusing sick leave privileges may be required to report to a doctor provided by the Employer for a medical examination to determine the officer's reason for absence and fitness for duty.

(C) Sick leave shall be used in not less than one hour increments ~~, of one half day (4 or 4.5 hours),~~ depending upon the length of the officer's normal work-day, subject to the approval of the supervisor. An officer using sick leave shall have the respective number of sick hours

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deducted from their accrued sick time consistent with their scheduled shift. ~~for a period of more than one-half day and up to I day will have I day deducted from their accrued sick time.~~ As an exception to this rule, an employee can utilize up to two (2) hours of sick time in one (1) hour increments for attending medical appointments if s/he first obtains approval from their non-bargaining unit supervisor. Such two (2) hour increments will not count as an absence/occasion.

13.2 Sick Leave Accrual

Sick leave days shall accumulate at the rate of one (1) work day for each completed month of service. For purposes of this Section, one (1) workday shall be equal to eight (8) hours. There shall be no maximum on the amount of sick leave days that can be accumulated.

13.3 Sick Leave Payment and Conversion Programs

(A) After accumulating 264 hours of sick leave, an officer may exchange sick leave hours for vacation hours at the rate of 16 hours of sick leave for 8 hours of vacation. Each vacation day so earned must be used as a vacation day within the calendar year exchanged. The amount of sick leave exchanged per year shall not exceed 120 hours per year, unless authorized by the Chief of Police or his designee, and at no time shall sick leave accumulation be reduced by exchange to less than 240 hours.

(B) Officers who have accumulated more than 288 hours of sick leave may sell back up to 80 hours of sick leave per year at one-half of his hourly rate of pay. Officers who have accumulated more than 720 hours of sick leave may sell back up to 48 hours of sick leave per year at his regular hourly rate. Effective March 1, 2013, Officers who have accumulated more than 720 hours of sick leave may sell back up to 80 hours of sick leave per year at his regular hourly rate Requests to convert sick leave days to pay must be submitted between September 1st and December 31st of each year. Payment for sick leave days converted under this Section shall be made on the paycheck for the pay period following the pay period during which the sick leave

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is converted. All requests to convert sick leave days to pay will be forwarded to the Deputy Chief of Administrative Services.

(C) Any officer who does not have more than one (1) sick leave occurrence (a duration up to three (3) consecutive days) during the calendar year shall receive a bonus of one (1) sick leave bonus day for the first year, two (2) sick leave bonus days for the second consecutive year, and three (3) sick leave bonus days for the third and subsequent consecutive years. Any use of sick leave, or time offered pursuant to a public health emergency, in order to quarantine pursuant to city, state, or federal requirement, shall not count as an occurrence(s) of sick leave use under this provision. Effective March 1, 2013, sick days used under FMLA shall be considered for purposes of determining an employee's eligibility for sick leave bonus days. No officer who is terminated, dies, or retires shall be eligible for additional compensation in lieu of unused sick leave bonus days. The sick leave bonus days shall not accumulate and must be taken in the calendar year awarded or they shall be forfeited. At the officer's option, the sick leave bonus may be compensated in cash at the rate of $270.00 for the second consecutive year, and $405.00 for the third and subsequent consecutive years. The option decision must be made and transmitted to the Deputy Chief of Administrative Services by March 1st of each year or the bonus automatically reverts to sick leave bonus days.

(D) Effective January 1, 2007, an officer's accrued sick leave shall be paid on the occurrence of retirement or death as follows: ~~Effective January 1, 1994, officers or their family upon retirement or death, shall be compensated in cash at 5/12th straight time rate equal to the pay rate at the time of retirement all sick leave accumulated up to 720 hours and be paid straight time rate for all sick leave accumulated over 720 hours and earned prior to January 1, 1994.~~ Beginning January 1, 1994, all sick leave accumulated thereafter by an officer shall be paid at

one-half (1/2) the officer's regular straight time hourly rate of pay at the time of the officer's death or retirement for all sick leave accumulated. Officers hired prior to January 1, 1999, shall be compensated for a maximum of 1680 hours of accumulated unused sick leave days and officers hired on or after January 1, 1999 shall be compensated for a maximum of 1200 hours of accumulated unused sick leave days.

Employees hired on or after July 1, 2012, shall be compensated for a maximum of 400 hours of accumulated unused sick leave days. No officer shall lose any sick leave accumulated prior to the effective date of this Agreement (the last earned, the first used). Such cap is a limit on payment for sick leave payout upon retirement or death and does not limit the accrual of sick leave as specified in Section 13.2. In order to be eligible for such severance pay, an officer must have completed not less than ten (10) years of service to the Employer. There shall be no minimum age requirement in order for officers to be eligible for such benefits.

Deferred pensioners as defined by the Illinois Pension Code shall be entitled to the benefits provided for in this section at the time they become eligible to receive full pension benefits under the Illinois Pension Code.

13.4 Abuse or Excessive Use of Sick Leave

The parties recognize that abuse of sick leave days interferes with the Department's productivity and is unfair to the great majority of officers with good attendance records. The parties pledge to devote their best and continuing efforts to develop and maintain a system for monitoring sick leave days usage and for providing a reasonable degree of assurance that sick leave days are not abused. The Employer recognizes the unique aspects of police work, and therefore the impracticality of employing those procedures used for controlling sick leave abuse among other employees in the service of the City of Springfield. In developing procedures for

controlling sick leave abuse among officers, the Employer shall consult with and seek the participation of the PBPA.

13.5 Sick Leave Advancement

An officer with insufficient accumulated sick leave may, upon request to the Chief of Police, be advanced sick leave from 40 to a maximum of 240 hours of sick leave per calendar year. An officer so advanced sick leave shall be required to pay back such sick leave equal to the amount advanced during the subsequent four years of employment at a minimum rate of 25% of the original amount advanced per year, beginning January 15th of the following calendar year. Nothing herein prohibits an officer from paying back the amount advanced earlier than four years.

Reimbursement shall be accomplished, in whole or in part, by the officer turning over sick, vacation, compensatory or personal days to credit the sick leave advancement. The combination of benefit time utilized for reimbursement is at the officer's discretion. Should an officer fail to elect the type of benefit time for reimbursement by January 15th in any given year, the employer shall make such deduction. The employer shall deduct benefit time in the following order until 25% of the original amount advanced is reached: 1. sick 2. compensatory 3. personal 4. vacation. Reimbursement for sick leave advancement shall not be taken into consideration for purposes of determining the number of sick days used per year or the eligibility for the applicable sick leave bonus. An officer who fails to pay back the sick leave advancement or whose employment by or with the Department ceases for whatever reason, shall be required to reimburse the Department for such sick leave not paid back and the Employer may have the appropriate amount deducted from the officer's pay.

13.6 Sick Leave Usage and Buyout Rate

Any sick leave accumulated prior to January 1, 2007, will be used prior to sick leave accumulated on or after January 1, 2007, and if paid out pursuant to this Article said pre-January 1, 2007 time will be paid out at an hourly rate calculated by dividing the annual salary by 2210 hours. Post January 1, 2007 time shall be paid out on the basis of 2080 annual hours.

ARTICLE XIV INVESTIGATIONS CONCERNING OFFICERS AND DISCIPLINE

14.1 Standards of Discipline

(A) All disciplinary action against officers covered by this Agreement shall be carried out in accordance with Department rules, regulations, orders, policies, procedures, City ordinances and State laws governing the discipline of law enforcement officers.

(B) Discipline shall be progressive and corrective in cases of remediable offenses and shall be designed to improve behavior and not merely punish it. No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

14.2 Jurisdiction of Civil Service Commission & Disciplinary Review Board

(A) Disciplinary charges seeking an officer's termination or suspension in excess of five (5) days shall be subject to the jurisdiction of the Civil Service Commission, or the grievance procedure, hereof, at the officer's option.

(B) Disciplinary charges seeking a second (2nd) suspension within a six (6) month period of time shall be subject to the jurisdiction of the Civil Service Commission, or the grievance procedure hereof, at the officer's option.

(C) Further, it is agreed that with respect to the option described in paragraphs A and B above, the grievance procedure of Article VI and the Civil Service hearing procedure are mutually exclusive and that no relief shall be available under Article VI with respect to any

matter which, at the officer's option, is appealed to the Civil Service Commission; and no relief shall be available under the Civil Service hearing process with respect to any matter which, at the officer's option, is appealed to the grievance and arbitration procedures of Article VI of this Agreement. Disciplinary suspensions of thirty (30) days and discharges shall be subject to the expedited arbitration procedure mutually agreed to by the parties.

(D) Suspensions of five (5) days or less not subject to the possible review jurisdiction of the Civil Service Commission are within the exclusive review jurisdiction of the Discipline Review Board or the grievance procedure hereof, at the officer's option.

(E) The service of the final discipline imposed after the pre-deprivation hearing upon an officer shall trigger the commencement of the time period for the officer to exercise his option.

14.3 Service of Charges

Written Disciplinary Charges and Specifications shall be personally served on an officer by a ranking member of the Department, or served by First Class United States Postal Service, certified mail, return receipt requested. A copy of Disciplinary Charges and Specifications shall be forwarded to the office of the PBPA within three (3) working days after service. The PBPA President will be notified via e-mail that a member of the bargaining unit has been advised that he/she is being investigated.

14.4 Service of Civil Service Commission Findings

Decisions of the Civil Service Commission shall be served in accordance with the procedures of the Civil Service Commission.

14.5 Service of Findings by Disciplinary Review Board

Decisions of the Disciplinary Review Board shall be served in accordance with Section 14.3 above.

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14.6 Conduct of Investigations

(A) Since the duties of the Springfield Police Department involve officers in all types of contacts with the public, some of which may result in the need for investigation of an officer's conduct, any such investigations shall be conducted in accordance with the provisions of the Uniform Peace Officer's Disciplinary Act and the following:

1. Unless the exigencies of the situation dictate otherwise, the interrogation of an officer shall be at a reasonable hour, preferably when the officer is on duty. An officer not on duty called in for interrogation shall be eligible for overtime compensation.

2. An officer who becomes the target or suspect of a criminal investigation will first be advised orally and in writing of his constitutional rights as dictated by current decisions of the United States Supreme Court prior to the commencement of interrogation concerning his conduct. Within twenty-four (24) hours after the officer is so notified, the PBPA shall also be notified.

3. In all cases an officer shall have the right to have a PBPA representative present during any questioning by the Employer. If an officer is likely to be recommended for suspension or discharge pursuant to the result of an interrogation, he shall be informed that the interrogation may result in a recommendation for suspension or discharge and shall have the right to an attorney at the officer's expense.

4. All disciplinary investigations shall be conducted as expeditiously as practicable, and the officer shall be notified whether or not any charges are to be placed against him as expeditiously as practicable following the conclusion of an investigation.

5. Any citizen filing a complaint against a sworn peace officer must be based upon personal first-hand knowledge. Any complaint having been found, in total or in part, to contain knowingly false material information, may be presented to the appropriate State's Attorney for a determination of prosecution.

14.7 Representation at Discipline Review Board Hearings

(A) For suspensions in excess of three (3) days that are contested by an officer, such officer shall have the right to an attorney to represent him at the Discipline Board hearing.

(B) For suspensions of three (3) days or less that are contested by an officer, such officer shall have the right to a PBPA representative to represent him at the Discipline Board hearing.

14.8 File Inspection

An affected officer's Personnel File, Member's Complaint Record, and completed inactive Disciplinary Investigation Files, except for information which the Employer reasonably deems to be confidential, shall be open and available for inspection by the affected officer during regular business hours.

14.9 Limitation on Use of File Material

(A) It is agreed that any material and/or matter not available for inspection, as provided for in Section 14.8 above, shall not be used in any manner or any form adverse to the officer's interests. File materials are confidential, but if a bona fide reason arises for the removal of inactive files from the Department, the officer shall be provided with a written notification regarding where the file is located, who has the file, and the reason for its transfer, to the extent allowed by law.

(B) Any record of reprimand punishment may be used for a period of time not to exceed one (1) year (three (3) years in the case of vehicle use violations) and shall thereafter not be used to support or as evidence of adverse employment action.

(C) Any record of discipline greater than a reprimand may be used for a period of time not to exceed five (5) years from the date of suspension and shall thereafter not be used to support or as evidence of adverse employment action.

(D) If there is a lawful FOIA request or other lawful order received calling for the release of an officer's Internal Affairs/discipline documents, the Department will promptly notify in writing the affected officer, as well as the Benevolent President and Benevolent attorney. The

purpose of said notification is to afford the notified parties as much time as possible to review the redacted version of what is intended to be released.

14.10 Probationary Officers

Probationary officers who are the subject of a disciplinary action shall have an exclusive right of review in the form of a pre-deprivation hearing before the Chief of Police. The Probationary Officer may be accompanied by a PBPA representative at this pre-deprivation hearing.

14.11 Drug and Alcohol Testing

The Employer and PBPA have agreed upon the following language to govern drug and alcohol testing:

(A) Alcohol

Any officer under the influence of alcohol while on duty shall be subject to disciplinary action up to and including discharge. Reasonable suspicion shall be required before any officer is ordered to submit to testing for alcohol. If alcohol testing is ordered, in addition to a breathalyzer or blood test, the officer shall be afforded the opportunity to be taken by the Employer to have blood drawn at a local hospital, the costs of which are to be paid for by the Officer. The refusal by any officer to submit to and complete any testing provided for under this section shall subject the officer to discipline, up to and including discharge.

(B) Just Cause Required for Testing

No Officer shall be required to submit to drug or alcohol testing without just cause except as provided for in (C) below. To the extent not outlined herein, the collection firm shall utilize a reasonable protocol for all such testing, including but not limited to, the specific tests to be conducted, retention, and transportation of samples. Nothing herein shall be construed to restrict the Employer's right to insist upon a force free of controlled substances users.

(C) Random Drug Testing

The Chief of Police shall have the right to order random tests for the presence of illegal drugs on all officers, which may include anabolic steroids. Officers shall be selected by the use of a lottery, administered by the collection firm, with each drawing, including the names of all officers. The Department shall be allowed to test up to fifty officers per fiscal year, with tests conducted up to six (6) times per fiscal year. A PBPA representative shall be allowed to verify that a current Department list of officers is used during the lottery drawing processes. All tests ordered by the Employer in this regard shall be at the expense of the Employer.

The parties agree that the participating officers' names will be chosen on a random basis. The testing company will be provided with a complete list of all the PIN numbers for all the then current sworn officers in the bargaining unit. The testing company will generate a random list of fifty (50) PIN's from the then current list. The Department will go down the list of fifty (50) until they reach the first officer actually working on the date of the test. Officers will not be selected to test that are not working on the date of the test. That first working officer's shift will be considered the first shift of the three (3) consecutive shift, twenty-four (24) hour, testing period. If the parties agree that there is a need to further promote the random nature of the process, the Department will start at the bottom of the list on next test date, alternating thereafter.

1. Policy/Procedure.

   a. The Chief of Police, or his designee, will submit the names of all sworn police officers to the collection firm for the firm to conduct the lottery.

   b. The collection firm will submit back to the Chief of Police or his designee, the names in random order of the officers selected for the testing. The list shall be generated by the computer in random fashion and the officers' names shall be selected in that order for testing. An officer's name shall be skipped only for the reason of being not on duty on the date of testing. The PBPA shall receive a

duplicate copy of the original list of names twenty-four (24) hours after the first officer is notified.

c. The Chief, or his designee, will inform the officer in writing of the time the officer is to report to the collection firm.

d. The collection firm will conduct the standard Department of Transportation urinalysis testing that looks for the presence of marijuana, cocaine, PCP, opiates, and amphetamines.

e. The Chief of Police, or his designee, will contact the collection firm after the selected testing day to verify that each selected officer has submitted a sample.

f. Each of the testing sessions to be conducted in a fiscal year will contain the names of all then current sworn personnel. Therefore, in order to insure that the testing is random, it is possible that an officer may be selected up to six (6) times during a fiscal year, for the random drug testing process.

g. It is the responsibility of each selected officer to report to the collection firm, as outlined in his written order, at the appointed time. The refusal by any officer to submit to and complete any testing provided for under this directive shall subject the officer to discipline, up to and including discharge. The City takes the position that discharge is appropriate under these circumstances.

h. If the first sample comes back non-negative, the results are reviewed by the Medical Review Officer who will then contact the officer who gave the sample to inquire as to the possibility of an explanation for the non-negative result.

i. The City shall be advised of positive test results after the split sample has been tested to confirm a positive result.

j. No discipline shall be imposed prior to obtaining the results of the second test, and then only if the second test results are positive.

2. Bodily Fluid or Material Testing. When the Department chooses to use bodily fluid for drug testing, the Department shall:

a. Use only a clinical laboratory or hospital facility that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA)

b. Ensure that the laboratory or facility selected conforms to all SAMHSA standards.

c. Use tamper-proof containers, maintaining confidentiality and preserve specimens for a minimum of twelve (12) months.

d. Collect a sufficient sample of the same bodily fluid or material to allow for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing.

e. Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration.

f. Confirm any sample that tests positive in the initial screening by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

g. Immediately provide the employee tested with a copy of all information and reports received by the Department in connection with the test and results.

h. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility (that meets the criteria set forth in 1 above) of the employee's choosing, at the employee's own expense. The employee shall have seventy-two (72) hours from the time the employee received the results of the test to inform the collection firm, if the employee wishes to have an independent test performed.

i. Not release the results of the test to any external third party; without the authorization of the tested employee or as required by law.

j. Pay the cost of the initial screening test and, if necessary, the confirmation test.

3. Bodily Fluid or Material Test.

a. A positive test result will occur at the initial test level if the test results are equal to or greater than the following:

(1)	Marijuana metabolites	50 ng/ml
(2)	Cocaine metabolites	150 ng/ml
(3)	Opiate metabolites	2000 ng/ml
(4)	Phencyclidine	25 ng/ml
(5)	Amphetamines	500 ng/ml
(6)	Steroid metabolites	
	Nandrolone	2 ng/ml

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	Testosterone to Epitestosterone ratio (TIE)	>6

b. A positive test result will occur at the confirmatory test level if the test results are equal to or greater than the following:

(1)	Marijuana metabolites	15 ng/ml
(2)	Cocaine metabolites	100 ng/ml
(3)	Opiate metabolites	2000 ng/ml
(4)	Phencyclidine	25 ng/ml
(5)	Amphetamines	250 ng/ml
(6)	Steroid metabolites	
	Nandrolone	2 ng/ml
	Testosterone to Epitestosterone ratio (TIE)	>6

The parties agree to follow any changes in cut off levels as determined by the Federal CDL regulations.

(D) Voluntary Requests for Assistance

The Department shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, if the request for treatment is made prior to being ordered to take a test. Such requests do not insulate an officer from discipline or adverse actions for other rule violations, for conduct other than the subject alcohol or drug use. The Department may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The duration of the reassignment shall last no longer than is necessary.

Any determination of general fitness for duty shall be made by a physician, qualified in the appropriate area of practice. The Department shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such requests shall be confidential, and any information received by the Department, through whatever means, shall not be used in any manner adverse to the officer's interests, except

reassignment as described above. If an officer is determined unfit for all duty, the officer shall be required to utilize an appropriate leave of absence, utilizing accrued time. Such leave shall be no longer than sixty (60) calendar days.

(E) Right to Contest

The PBPA and/or the officer shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impair any legal rights that officers may have with regard to such testing. Officers retain any such individual rights as may exist and may pursue the same in their own discretion, with or without the assistance of the PBPA.

(F) Right and Obligations of Officers

At the time an officer is ordered to submit to testing authorized by this Agreement, the Department shall provide the officer with a written copy of the order. The officer shall be permitted to consult with a representative of the PBPA at the time the Order is given. Officers ordered by the Department to submit to drug testing shall promptly comply with the order. 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 Article.

Officers shall have the right to be represented by counsel and/or a Union representative during all meetings with the Department 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 during the testing procedures, except as restricted by the rules of the collection firm. The Department

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 Article as well as all other pertinent information concerning the Department's policy on employee testing and evaluation.

(G) Discipline

a. Action for confirmed positive - use of legal drugs other than with valid prescription.

1. First Positive Test. In the circumstance that an employee tests positive on the confirmatory test for legal drugs, that employee may be subject to a suspension not to exceed five (5) days. The foregoing limit on the length of suspension is conditioned upon the employee agreeing to:

(1) Undergo appropriate treatment as determined by a physician;

(2) Discontinuance of the use of drugs;

(3) Completion of any course of treatment prescribed, including any follow- up treatment for up to twelve (12) months; and

(4) Submission to random drug testing during the work shift for twelve (12) months from the date of the initial test.

Refusal to agree to the above terms or a second positive test will result in discipline up to and including discharge. The City takes the position that discharge is appropriate under these circumstances.

2. Second and Subsequent Positive Test. Employees whom test positive on the confirmatory test more than once are subject to discharge. If there exists mitigating circumstances, at the Chief's discretion, the discharge may be commuted to an unpaid suspension of not less than sixty (60) days. Mitigating circumstances may include, but are not limited to current treatment for the drug and/or alcohol abuse, substantial time passage since the first positive test result or absence of any adverse job performance.

b. Illicit or Illegal Drugs. An Officer who tests positive for illicit or illegal drugs shall be subject to discipline up to and including discharge. In cases

where the City has proven that the collection and testing requirements provided for in 14.11 have been followed, and a positive confirming test has been shown for one of the illicit or illegal drugs listed herein; then it is presumed that discharge is the appropriate penalty, unless the officer can show mitigating or extenuating circumstances exist that call for a lesser sanction.

(H) Confidentiality

The Department 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:

a. the person or persons authorized to obtain the information;

b. the purpose of the disclosure;

c. the precise information to be disclosed;

d. the duration of the consent.

14.12 Use of Compensatory Time

An officer receiving a disciplinary suspension under this Article may forfeit accrued compensatory time to satisfy an unpaid suspension. The officer may forfeit up to ten (10) days of compensatory time, which may be utilized in combination with unpaid suspension days.

14.13 Use of GPS Tracking Technology

(A) The intended purpose of such equipment is to enhance the operation efficiency of the department, improve service to the public, improve the safety of employees and to ensure

compliance with department work rules. It is understood disciplinary action against the employee is not the primary purpose of the GPS equipment.

(B) The data obtained from the GPS shall not be made available to the public except as is provided for under state, federal, or local laws.

(C) A supervisor must have a bonafide reason to request review of historical GPS data. The parties agree that GPS equipment may be used to verify the guilt or innocence of an employee that the employer has a bona-fide reason to suspect the employee of misconduct. Such equipment will not be utilized to harass employees, but will be used to monitor employees' work activities and work locations utilizing real time GPS information. In the event that data from the GPS system is used to support the employer's decision to discipline an employee, the union shall be provided the copies of all data pertinent to the contemplated discipline pursuant to Article XIV.

ARTICLE XV SHIFT SELECTION

15.1 Applicable Dates

Shift selection will be held on November 1st of each year that this Agreement is effective. Assignments pursuant to shift selections made by officers will take effect on January 2nd of the new calendar year.

If an officer elects to change his normal work shift from Third Watch to First Watch pursuant to this Section, the Department shall allow the officer to adjust his schedule so that the officer will not be forced off on a holiday as long as it is his regular day to work. The officer shall be given the option as to which shift he or she desires to work.

15.2 Eligibility, Participation and Manning

(A) The following officers, who are assigned to Field Operations or will be as of January 2nd of the upcoming year, will be eligible to participate in the shift selection process under the following conditions.

1. All patrol officers assigned to the Field Operations Division, Patrol Section, will select shifts based on seniority as defined in Article X.

2. All Sergeants will select shifts on the basis of seniority as defined in Article X within their respective Divisions and Sections.

3. All Master Patrol Officers will select shifts on the basis of seniority as defined in Article X within their respective Divisions and Sections.

4. All officers holding positions of (assigned as) ~~Canine Officers or~~ Traffic Officers will select established shifts among themselves on the basis of seniority as defined in Article X. All officers holding positions of (assigned as) Canine Officers will select among established shifts amongst themselves on the basis of seniority within the unit (meaning the length of time they have worked as a Canine Officer.)

5. Officers assigned to the Field Operations Division, Patrol Section and participating as members of the Emergency Response Team (ERT) will select shifts in accordance with Section 15.2(A)(1) of this Article with the provision that adequate shift coverage by ERT officers is accomplished.

6. A Probationary Officer will not be allowed to participate in shift selection until the successful completion of his probationary period.

7. In the event that an officer's shift schedule is abolished, officers on this shift schedule shall be provided the option to bid on the remaining shifts, based on seniority, prior to the abolishment of the shift.

15.3 Criminal Investigations Division Selection Process

Officers holding the position of (assigned as) Detectives within the Criminal Investigations Division and officers holding the position of (assigned as) Evidence Technician within the Crime Scenes Services Unit of the Criminal Investigations Division will select shifts as follows:

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(A) Detective seniority will be based on the date of appointment to Detective within the Criminal Investigations Division.

(B) Evidence Technician seniority will be based on the date of appointment to Evidence Technician within the Crime Scenes Services Unit of the Criminal Investigations Division.

(C) All officers assigned as Detectives will select their shift based upon their date of appointment to Detective.

1. If there is more than one shift within the General Investigations Section, they will compete against others within that Section.

2. If there is more than one shift within the Special Investigations Section, they will compete against others within that Unit.

(D) Evidence Technicians will select their shift based upon their date of appointment to the Crime Scenes Services Unit. The dates for selection and implementation will be the same as those set forth in Section 15.1 of this Article.

15.4 Reassignments by Department

(A) The Employer shall have the right to reassign officers for special events (e.g., public figure visits, etc.) or transfer officers from one Department shift, Department work day and/or Department schedule to another provided that the Employer does not exercise such right arbitrarily or capriciously, and provided that the Employer provides, at a minimum, seven (7) days' notice to the officer(s) affected by the change. The reassigned officer may waive at his/her discretion the full seven-day notice if requested by the Employer. This waiver shall be signed off on by a Unit 5 Board Member.

(B) Up to five (5) FTO's may be temporarily reassigned to each patrol section shift to ensure an adequate number of FTO's are available for training purposes. Such reassignment shall be determined by reverse Departmental seniority.

ARTICLE XVI POSITION POSTING

16.1 Posted Positions

It is recognized by the parties that in conducting the normal operations of the Department there are positions (special assignments) which the Department needs to fill. Positions (i.e., officers (excluding detectives and sergeants except as noted below) assigned as or performing the function of) subject to the requirements of position posting under the terms of this Article and the length of those assignments are:

Posted Positions & Special Assignments	Assignment Term	Time Required on Department
K9 **	Five (5) Years Useful life of the dog not to exceed Ten (10) Years	Five (5) Years
CIEG	Four (4) Years	Five (5) Years
U.S. Marshall	Four (4) Years	Five (5) Years
PAC	Four (4) Years	Five (5) Years
Evidence/Property	Four (4) Years	Five (5) Years
HNT *	No Limit	Three (3) Years
ERT	No Limit	Three (3) Years
MFFT	No Limit	Three (3) Years
K9 Trainer	Five (5) Years Useful life of the dog not to exceed Ten (10) Years	Five (5) Years
Master Patrol Officer	No Limit	Five (5) Years
Detective	No Limit	Five (5) Years
Academy	Five (5) Years	Five (5) Years
I.D. Tech	No Limit	Five (5) Years

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* Sergeants and detectives may apply for HNT. Detectives may apply for ERT.

** In the event a canine officer's dog becomes permanently non-operational after five (5) years of the assignment, the officer will be deemed to have completed his assignment.

Whenever a vacancy occurs in one of these positions (which the Employer decides to fill), notice of such vacancy shall be posted. The Chief of Police shall provide written notice to the PBPA of any vacancies which he decides not to fill.

16.2 Posting Requirements

Notice of a vacancy in the above listed positions shall be posted for a period of fifteen (15) calendar days. A copy of such posting shall also be forwarded to the PBPA Secretary. The posting shall set forth the title of the position, a description of the job duties, responsibilities, additional benefits, if any, length of the assignment, method of selection and anticipated work schedule. The posting shall also include those qualifications, skills, and experience necessary to be considered for the position. If a material change ~~occurs~~ in the duties, responsibilities, benefits, work schedules, working conditions, qualifications, skills or experience necessary for the position occurs during the posting period or selection process, a new notice of vacancy shall be posted, and ~~the~~ a new selection process shall be conducted.

16.3 Method of Selection

When the test, interview or other competitive process is given to determine qualifications of the applicant for the position, the Employer and the PBPA shall first agree upon a uniform, standard "eligibility score". All applicants who reach or surpass the established "eligibility score" shall be deemed to be qualified for that position. When one or more eligible applicants whose final position on a selection list are tied, the ranking will be determined on the order of department seniority.

A PBPA representative shall be allowed to observe and monitor the interview process which shall include confirming the individual scores compiled by evaluators as well as the addition and compilation of the composite score (but shall not include examining the notes of an evaluator or psychological or medical evaluation, unless the officer executes a written waiver and release authorizing the release of the psychological or medical evaluation). The PBPA representative's purpose is solely as an observer, and he shall not participate in the process in any manner unless invited to do so by the interview chairman.

Applicants shall be notified of their position on the list within thirty (30) days after the last interview is given. The PBPA President shall also be provided with a copy of the final list that is compiled. Once the eligibility list for the posted position has been determined, the position may only be filled with an eligible applicant from the list, in descending order from the top applicant. If no one applies for the positions or there are fewer eligible applicants on the list than vacancies exist, to make up for the shortage, those officers currently holding the said position, if any, may, at the Chief's discretion, be offered to retain their position for another full term. If vacancies still exist, the position shall be filled by the least senior officer who meets the minimal departmental time requirement for the position. That officer would have the option of completing the term or exiting the position after a period of one (1) year regardless of the specified time limit for that position, provided that either another qualified officer is placed on the eligibility list or another less senior officer meets the minimal departmental time requirement. The list shall expire one (1) year after the first person from the list has been used to fill the posted position. If an officer is removed before expiration of his probationary period, the position shall be filled by the next willing officer on the list, unless the Chief of Police provides written notice to the PBPA of the Department's intention not to fill the position pursuant to Section 16.1. An officer that is

serving in another specialized unit may voluntarily opt out of that position before the term expires in order to fill the canine position.

16.4 Probationary Period For Positions

The Employer may prescribe a reasonable probationary period, not to exceed six (6) months, for the positions set forth in Section 16.1 of this Article. If, in the opinion of the Employer, during that period the officer fails to perform satisfactorily the duties of the position, the Employer shall have the option of continuing the officer in that position or returning him to his original position without loss of seniority. An officer who successfully completes the probationary period may only be removed by expiration of the assignment, approved voluntary transfer, promotion or for just cause, except that the just cause standard shall not apply to officers assigned to the Hostage Negotiating Team, the Emergency Response Team, Illinois Transportable Emergency Communications System and the Mobile Field Force Team who may be removed as long as the reason is not arbitrary and capricious.

16.5 Application Procedures

Applications for the positions set forth in Section 16.1 of this Article shall be provided by the Employer. Each application shall be made out in triplicate and all three documents delivered to the Deputy Chief of Administrative Services. The Deputy Chief of Administrative Services or his designee shall date, and time stamp all three documents and retain the original for the Employer, give a copy to the applicant and forward one copy to the PBPA Secretary. Officers who have previously been assigned to a posted position may not serve in the same position for a period of two (2) years following expiration of the previous assignment in the same posted position, but may be offered the opportunity to retain the position if the conditions set forth in Section 16.3 of this Article are met.

Officers who have been in the Academy position for one the initial assignment term may be offered the opportunity to retain the position for an additional three (3) years.

16.6 Additional Special Assignments

(A) Officers may be allowed to submit letters of interest in certain assignments, in lieu of a test, interview or other competitive process. Current special assignments filled by use of letters of interest and the length of the assignment include:

Letters of Interest	Assignment Term	Time Required on Department
NPO	Four (4) Years	Three (3) Years
SSO	Four (4) Years	Three (3) Years
FTO	No Limit	Three (3) Years
SCU	Three (3) Years (staggered)	Three (3) Years
Traffic	Three Years **	Three (3) Years
HOT	Four (4) Years	Three (3) Years
Crime Prevention	Four (4) Years *	Three (3) Years
Recruiter	Four (4) Years	Three (3) Years
Dare	Four (4) Years	Three (3) Years
Crimestoppers	Four (4) Years	Three (3) Years
ATF	Four (4) Years	Rank of Detective
FBI	Four (4) Years	Rank of Detective
DEA	Four (4) Years	Rank of Detective
PAO	Discretion of Chief and PAO up to 5 years	Five (5) Years
Lake Patrol Officer	Boating Season	Three (3) Years
Seasonal Lake Patrol	Four (4) Years	Five (5) Years

Coordinator		

* Currently includes Crime Prevention Officers, Recruiting Officers, and CrimeStoppers Officers

** Currently includes DUI Officers, Traffic Enforcement Officers and Towing Section Officers.

*** Lateral Entry - see Appendix L

**** PAO - in the event a non-bargaining unit member is selected for the PAO assignment these terms and conditions shall not apply.

Provided, however, the Chief, in his discretion, shall decide which officer(s) shall be assigned to the special assignment which may include officers who do not submit letters of interest for an assignment.

Provided further, that if more than fifty percent (50%) of the Field Training Officers request to leave that assignment during the same time period, the Chief may reasonably stagger the exits from the position to provide sufficient training as needed.

A non-sworn employee shall be assigned some or all of the Towing Section Officer's duties until such time as the number of actual sworn Department personnel has reached 265. Once the number of actual sworn Department personnel has reached 265, the position of Tow Officer shall be filled by a bargaining unit member, unless otherwise agreed by the union.

(B) Special assignments filled by letters of interest shall be exempt from the provisions of Section 16.1, 16.2, 16.3, 16.4, and 16.5.

(C) Officers may submit letters of interest in special assignments filled pursuant to Section 16.6 to the Deputy Chief of Administrative Services. Officers who have previously been assigned to a special assignment may not serve in the same special assignment for a period of two (2) years following the expiration of the same special assignment, unless the Department receives an insufficient number of letters expressing interest in the position(s). In that event the

Chief may appoint the previously assigned officer for the term of the position or may appoint the currently assigned officer to the position for a period of one (I) year if the officer desires to continue on in such position. Officers currently assigned to a letter of interest position are allowed to apply for other letters of interest or posted positions. Officers currently assigned to a posted position are ineligible to do so until the officer has fulfilled the posted position minimum time requirement, with the exception that such officer can apply for the position of Detective and I.D. Technician.

(D) An officer assigned to a special assignment filled by memoranda of interest may be removed from the special assignment by expiration of the assignment, approved voluntary transfer after three (3) completed years in the assignment, promotion or at the discretion of the Chief of Police.

(E) Sergeants may also submit memoranda of interest requesting a specific assignment. Provided, however, sergeants' assignments and the duration of that assignment shall be at the sole discretion of the Chief.

(F) The Following Positions will be filled by the Following Rank:

Section/Assignment	**Staffed By**
PAC (Narcotics)	Patrol Officers
SCU (Street Crimes Unit)	Patrol Officers
ISP/CIEG (Ill. State Police / Central Illinois Enforcement Group)	Patrol Officers
JTTF (FBI)	Detectives
DEA (Drug Enforcement Administration)	Detectives

MFFT (Mobile Field Force Team)	Patrol Officer, Detective, Sergeant
ITECS (Illinois Transportable Emergency Communications Systems)	Patrol Officer, Detective, Sergeant
PAO (Public Affairs Officers)	Patrol Officer, Detective, Sergeant or Non-Bargaining Unit Member

16.7 New Special Assignments

(A) New/Special Assignments

Whenever a new special assignment under Article 16 is created, the PBPA will be notified of the duties and responsibilities of the assignment for the purposes of collective bargaining.

(B) Temporary Details and Special Pro jects

Notwithstanding any other provisions of this agreement, the Department may, after discussion with the PBPA, create "temporary details" such as task force operations and special project assignments to address specific needs of the department and the community without implicating the provisions of this section. The duration of such "temporary details" or special projects will not exceed one-hundred eighty (180) days.

16.8 Work Scheduling of Special Assignments

(A) Schedules for special assignments will be posted on an annual basis.

(B) The working hours and days off of officers and sergeants in the positions/assignments listed below may be adjusted by the Department to meet the operational needs of the position, assignment, detail or project, subject to the following:

1. SCU, PAC, DEA, or CIEG, - may be required by the Department to adjust without notice four (4) times each quarter of the year twelve (12) times per year for up to three (3) days duration for each adjustment.

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2. Training Academy and Community Programs - may be required by the Department to adjust with fourteen (14) days' notice, two (2) times each quarter of a year eight (8) times per year for a duration of one (1) day.

(C) Officers and sergeants, except those assigned to patrol, canine, traffic and investigations, may on occasion or for a limited period of time, voluntarily flex their hours and days off consistent with the operational needs of the Department and with the approval of the non-bargaining unit supervisor. Officers and Sergeants assigned to the Narcotics, Street Crimes, the Training Academy, Community Relations & Major Offenders Units may on occasion or for a limited period of time, voluntarily flex their hours and days off consistent with the operational needs of the Department and with the approval of the non-bargaining unit supervisor.

(D) The foregoing is not intended to limit the Employer's rights under Section 15.4 or any other provision of this Agreement.

ARTICLE XVII UNIFORMS AND ALLOWANCES

17.1 Basic Issue

(A) The Employer shall provide each officer at no cost to him a complete uniform upon his original appointment. Such uniform shall consist of five (5) all-year-round weight trousers, gloves, overshoes, five (5) winter uniform shirts, two (2) neckties, one (1) fur trooper cap, five (5) summer uniform shirts, three (3) V-neck T-shirts, one (1) jacket with zip out lining, one (1) cap with winter and summer cover, nylon goods and accessories including handcuffs, holder, cartridge case, a weapon and ammunition as in the past.

(B) Officers assigned as Canine Officers, Training Academy Officers, Evidence Technicians, Evidence/Property Officer, and permanently assigned instructional or permanently assigned range duties shall be provided with additional uniforms as in the past so long as distinctive uniforms are required by the Employer. For the purposes of this subsection only, the

term "permanently assigned" shall mean any time period assigned in excess of eighty-four (84) days in a calendar year.

17.2 Replacement

(A) Subject to the written approval of the Chief of Police or his designee, any officer who in the line of duty receives any damage or breakage or normal wear and tear, to the above official uniform or any departmentally required personal equipment shall have the same replaced or properly repaired at no cost to the officer in a timely fashion, generally within one month.

(B) Personal items such as glasses, cell phone and watch, which are damaged in the line of duty, except for normal wear and tear, shall be replaced or properly repaired at no cost to the officer according to the dollar limits set forth in Append ix C. The officer will accomplish the purchase or repair of the item(s) and submit a purchase requisition, with a copy of the invoice showing the repairs/purchases in the officer's name, through the chain of command, for reimbursement of those costs. Payments under this Section shall not exceed $3,500.00 per fiscal year.

17.3 Weight Gain/Loss Restrictions

If an officer has a weight gain in excess of thirty (30) pounds in one year and it is necessary to completely properly reuniform the officer, the expense will be borne by the officer. However, a weight loss experienced by an employee will be encouraged by the Employer and will be without expense to the employee. This provision shall only apply to the extent allowed by the Americans with Disabilities Act.

17.4 Positions Receiving Clothing Allowance

Any sergeant permanently assigned to a position in the Criminal Investigations Division, or as Court Liaison, that entails wearing plain clothes, shall receive a clothing allowance in the amount of three hundred twenty-five dollars ($325.00) each six (6) month period of continuous

service within the Division or Section named. The clothing allowance periods are: Period # 1, from January 1st through June 30th of each calendar year, and Period #2, from July 1st through December 31st of each calendar year. Clothing allowance money may be used for the purchase of those items that have been approved by the Employer in the past. The Employer will issue a clothing allowance to the sergeant upon his assuming the plainclothes duties said payment to be received during the first full pay period after the transfer, so that the sergeant may purchase the necessary items. The amount of the initial clothing allowance shall be prorated by considering the time period to the next regularly scheduled clothing allowance payment. Failure to purchase approved items may result in the Employer withholding the next clothing allowance. It is expressly understood and agreed between the parties that the clothing allowance formerly provided to Criminal Investigations Division patrol officers as described above has been rolled over and incorporated into the base salary for purposes of establishing a wage differential.

If a sergeant who is eligible for a clothing allowance, has been paid in advance for that allowance, and that person resigns, retires, or voluntarily transfers to a position that no longer receives a clothing allowance, that person should repay the City one-sixth (1/6) of the prepaid allowance for each month (a month is considered a full month if a majority of that month's days are expired before the date of the transfer) that he is no longer in a clothing allowance position. Such repayment should be by personal check within sixty (60) days of the transfer. Neither involuntary transfer nor promotion will require any repayment. The City reserves the right to deduct the repayment from a person's payroll check if the repayment is not made within sixty (60) days.

17.5 <u>Return of Uniforms and Equipment</u>

Upon separation from the Department, officers will return all uniform items, accessories and equipment to the Employer, cleaned and in serviceable condition.

17.6 Body Armor Allowance

Each officer shall be issued a wraparound body armor vest rated at a minimum Threat Level II-A which shall be replaced every five (5) years. If an officer requests that the City order a specific model of vest from a specific vendor that meets or exceeds a Threat Level II-A by NIJD Standards and the officer agrees to pay the additional cost via payroll deduction, the City will order the vest. (The officer must execute an authorization for the payroll deduction prior to the City ordering the vest with the deductions to be a minimum of $25.00 per payroll period.) The Employer shall determine minimum protection standards for vests. All body armor vests (including those for which the officer pays a portion of the cost) shall be turned in to the Employer at the conclusion of the five (5) year period or upon the officer's separation from employment whichever occurs first.

ARTICLE XVIII PBPA REPRESENTATIVES

18.1 Bi-Monthly PBPA Meetings

An officer holding any of the following positions, President, Vice-President, Secretary, Sergeant at Arms, Treasurer and three (3) Executive Board Members, in the PBPA, shall be entitled to use compensatory time to attend the regular bi-monthly meeting of the PBPA. Compensatory time used for this program shall be in increments of not less than two (2) hours. The PBPA agrees to notify the Employer as far in advance as is reasonably possible as to the dates of such monthly meetings and the officers in the listed positions shall promptly put in their request for compensatory leave.

18.2 Release Time

(A) Grievance Procedure

PBPA Representatives shall be given reasonable release time from their duties at full pay to investigate and process grievances. Such release time shall be limited to one (1) officer per

grievance at any one phase and provided there is no unreasonable disruption of service or interference with operations. Such grievance procedure release time shall not exceed seventy-five (75) hours per year in the aggregate. PBPA representatives shall notify the duty commander immediately upon request from a grievant or determination of such a need and receive his permission for the release time.

(B) Negotiations

Those officers designated by the PBPA to act as negotiators (not to exceed six (6) officers receiving release time) during police contract talks shall be given reasonable release time with pay to attend negotiating sessions between the Employer and the PBPA and will be allowed reasonable release time, consistent with the provisions of this section, before and after negotiating sessions to prepare and debrief (one (1) hour before and one (1) hour after). The granting of release time shall be subject to manpower staffing needs. The PBPA shall give the Chief of Police the names of the officers designated at least forty-eight (48) hours in advance of any negotiating meetings, except for meetings that extend from one (1) day to the next.

18.3 Labor Management Conference

(A) The PBPA and the Employer mutually agree that it is desirable that periodic meetings be held between PBPA representatives and representatives of the Employer. Such meetings may be requested at reasonable intervals at least three (3) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and suggesting an agenda for such meetings. Such meetings shall be requested, and their purposes limited to:

1. Discussion on the implementation and general administration of this Agreement;

2. A sharing of general information of interest to the parties;

3. Notifying the PBPA of changes in conditions of employment contemplated by the Employer which may affect employees;

4. Such other matters as the parties may agree in addition to those contained in the agenda.

(B) Grievances being processed under the grievance procedure shall not be considered at "labor- management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

© When absence from work (release time) is required to attend "labor-management conferences," Executive Board members shall give reasonable notice of not less than three (3) days before a scheduled "labor-management conference" to their non-unit supervisor to receive approval to attend and remain in pay status. Commanders or their designees shall grant release time subject to manpower staffing needs. The Employer shall make all reasonable efforts to afford officers release time.

18.4 <u>Union Business</u>

The Executive Board or its designee may request up to a total of twelve (12) unpaid work days per calendar year for Union business. There shall be no accumulation of these twelve (12) days. All requests for this unpaid absence will be submitted by the Executive Board to the Chief of Police or his designee at least fourteen (14) days in advance. Approved unpaid absence will not take priority over previously scheduled time off and will be subject to reasonable operational needs. These twelve (12) union business days may be used by delegates to the annual PBPA convention upon request and advance notice to the Chief of Police or his designee. The intent of this section is that the twelve (12) days of unpaid absence be in the aggregate and in increments of full work days.

18.5 PBPA President Shift Selection

The duly elected President of the PBPA, Unit #5 shall be assigned to the day shift during the period of time that the officer serves in that capacity. An officer who is elected Union President shall be allowed to vacate a position described in Article 16 to move to the day shift, if necessary, despite the time commitments described in Article 16.

ARTICLE XIX GENERAL ORDERS AND RULES

19.1 Promulgation of General Orders, Rules and Regulations

The Department has and retains the right to issue, revise and/or rescind General Orders, rules and regulations and to direct the affairs of the Springfield Police Department.

The Department will continue to review all existing Orders of the Department and as such Orders are rescinded, revised or reissued, the Department and all officers shall follow and adhere to them so long as they are in effect.

The Department and all officers shall follow and adhere to all rules and regulations of the Springfield Police Department as long as the same are in effect.

19.2 Dissemination of General Orders, Rules and Regulations

(A) When Department work rules, regulations or orders of the Department are changed or established, they shall be sent to all officers electronically by the Chief of Police or his designee

(B) Any new or changed departmental rules, regulations, or orders of the Department shall be emailed to officers and updated on the shared drive as indicated in (A) on or prior to their effective date.

(C) Each officer who is authorized to utilize email is required to check their email each scheduled work day unless extenuating circumstances exist.

(D) New officers shall be provided with an up-to-date copy of Department rules, regulations and orders at the time of their hiring or appointment to the Department. This may be accomplished via digital media.

(E) Divisional orders and directives shall be furnished to division personnel as the content of these orders or directives dictates the need for dissemination to affected personnel on or prior to the effective date of these orders or directives.

(F) The Department and the PB&PA will convene a committee to address changes and additions to Department work rules and regulations. The Policy Review Committee shall be comprised of three (3) administrators selected by the Chief of Police and two (2) officers selected by the President of the PBPA. This committee shall research the issues regarding this system and develop a system that both parties agree to.

ARTICLE XX SECONDARY EMPLOYMENT

20.1 Off Duty Employment Request

(A) Every officer while on duty is required to devote his entire time and attention to the service of the Employer. Any officer who desires to be employed during his off-duty hours on PBPA posted jobs shall sign a list that is posted by the Secretary of the PBPA and submitted annually to the Chief of Police. The Secretary of the PBPA may submit additional names of officers who were unable to sign up for the original list, to be added to the list, during the course of the year.

(B) Any officer who is on suspension, disability, duty related injury status, limited or light duty or not on the PBPA list shall require special permission from the Chief of Police or his designee to work the PBPA posted jobs. Steps I-IV probationary officers shall not work any off-duty jobs unless given special permission by the Chief of Police or his designee.

(C) All off-duty employment requests shall be approved by the Chief of Police or his designee before the jobs are posted by the PBPA and/or worked by the officer. Prior to starting work each officer working an off-duty security job shall notify Communications as to where he is working, when he is working and how he can be contacted during hours of such employment, i.e., computer notes. At the conclusion of each job the list of officers having worked shall be taken down and a clean copy sent to the Chief of Police.

20.2 Off Duty Employment Restrictions

No officer shall work in any capacity in any establishment or business that sells alcoholic beverages for consumption either on or off the premises without the prior written approval of the Chief of Police or his designee, such approval not to be unreasonably withheld. Officers are prohibited from engaging, either directly or as an employer, in the business of selling or distributing alcoholic beverages or musical or amusement devices as defined and regulated by the City Code or State Statutes.

20.3 Secondary Employment Committee

There shall be a Secondary Employment Committee composed of three (3) administrators selected by the Chief of Police and three (3) officers selected by the President of the PBPA. The Committee shall review all aspects of secondary employment at the Department, including but not limited to, types of secondary employment, request and approval for secondary employment procedures and notification by the officer to the Department and make a recommendation to the Chief.

ARTICLE XXI SAFETY ISSUES

21.1 Promoting Safe Conditions

The Employer shall take all reasonable steps for the protection and safety of officers during work hours and during the performance of their duties. (The foregoing shall not be

construed to require the Employer to eliminate those risks which are inherent in the normal performance of police duties.) The Employer and the PBPA agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

21.2 Maintenance of Equipment

The Employer agrees that all equipment, including motor vehicles, shall be maintained so as to meet a reasonable standard of safety and to comply with generally accepted safety requirements for the protection of officers. The PBPA agrees that, in conjunction with the Employer's commitment, all officers must use their assigned equipment consistent with applicable operating instructions or established operating procedures made known to the officers by the Employer, and the prompt reporting of any observed maintenance problems or needed repairs.

21.3 Safety Committee

Three (3) officers designated by the PBPA and three (3) Police Department management employees designated by the Employer shall comprise a safety committee for the purpose of discussing safety and health issues relating to officers and to recommend reasonable safety and health criteria relating to equipment, facilities and working conditions. The committee shall meet by mutual agreement not less than once each three months. Recommendations of the committee members shall be submitted in writing to the Chief of Police with a copy to the President of the PBPA but shall not be binding upon the Employer or the PBPA.

21.4 Arbitrator's Authority on Safety Issues

Should the PBPA submit a grievance(s) to binding arbitration which involves a safety issue(s), the arbitrator(s)' authority shall be limited to requiring expenditures by the Employer which in the aggregate do not exceed Five Thousand Dollars ($5,000.00) per year.

21.5 Inoculations and Immunizations

If an officer, while carrying out his duties, is exposed to a contagious disease, the Employer agrees to pay any reasonable out of pocket expenses, which are not reimbursed from any other source, for inoculation and immunization for members of the officer's immediate family. Such payment to be subject to the review and approval of the Employer on the basis of documentation and verification presented by a health care provider of the Employer's choice. It is the intent of the parties that this section applies to situations involving the more extraordinary and life threatening diseases potentially encountered because of the nature of the officer's duties (such as, but not necessarily limited to, AIDS, Hepatitis A and B, and Tuberculosis inoculations, including Hepatitis B booster shots); and is not intended to cover the routine and ordinary diseases such as common colds, influenza, or measles.

ARTICLE XXII DUES AND CHECKOFF

22.1 Dues and Assessments

All officers covered by the terms of this Agreement who are members of the PBPA shall be offered the opportunity to pay uniform dues and assessments in amounts certified by the PBPA but shall not be required.

22.2 Authorization

The PBPA will supply all the necessary documents for checkoff in the form set forth in Appendix E.

22.3 Checkoff

The Employer shall check off PBPA uniform dues, special assessments and other certified amounts on presentation of voluntarily and individually executed revocable checkoff authorization forms in the form set forth in Appendix E. The Employer shall deduct from the

salaries of the officers executing such authorizations the amounts certified to the Employer by the Secretary of the PBPA.

22.4 New Employees

Notwithstanding any of the foregoing, new officers who sign checkoff authorization cards are eligible for checkoff only after thirty (30) days of employment.

22.5 Transmittal

All sums deducted from an officer's salary as per the terms of this Article shall be transmitted by the Employer to the Treasurer of the PBPA not later than two days of the date that the sum was so deducted.

ARTICLE XXIII SALARIES

23.1 Salaries

Officers shall be compensated in accordance with the salary schedule set forth in Appendices A and B, attached hereto and made a part hereof, for the term of this Agreement. Retroactive pay shall be limited to those officers still in the active, full-time service of the Department on the date of the execution of this Agreement. Provided, however, this restriction shall not apply to any full-time officer who leaves active service prior to the execution of this contract because of mandatory or voluntary retirement.

23.2 Longevity Pay

The longevity pay plan for the term of this Agreement is set forth in Appendix B. Said plan shall be retroactive in the same manner as is provided for in Section 23.1.

23.3 Pay Period

The pay period shall be the same as is currently in effect between the parties. Biweekly pay periods shall commence on a Sunday and conclude on a Saturday. Paychecks will be issued on Friday following the completion of the two (2) week period.

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23.4 Termination Pay

The Employer shall grant termination leave pay for all compensatory and vacation time accrued as of the date of te1mination of employment in accordance with current practice of the parties, subject to the provisions of Section 23.6.

23.5 Death Benefits for Dependents

If while in the performance of his duties any policeman is killed, or receives injuries causing his death within one year therefrom, the family or dependents, hereafter named, of such policeman shall be paid the following:

(A) A sum equivalent to eighteen (18) months' salary at the rate paid at the time of his death. Such payment shall be for the use and benefit in equal parts to the spouse and minor child or children of the deceased, or to the minor child or children if there is no spouse, or to the spouse if there is no minor child or children, or if there is no spouse or minor child or children of the deceased, the sum shall be for the use of the next of kin actually dependent on the deceased at the time of his death, provided that a parent that is actually dependent on the deceased at the time of his death shall be entitled to share in such benefit on the same basis as a minor child or children of the deceased, and providing further that any child who is physically or mentally disabled, in case he or she is dependent upon the deceased for support at the time of his death, shall be entitled to the use and benefit of such payment in the same manner and to the same degree as a minor child. However, where there is an award or settlement pursuant to workers' compensation law or occupational disease law or any other cause of action, where a judgment results against the City, such judgment or award or settlement shall be credited against the death benefits provided in this section.

(B) The Chief of Police, on the death of a police officer under circumstances that entitle the dependents to the benefits herein provided, shall make out and file with the City

Treasurer a certificate setting forth the facts concerning the death, to which shall be appended the certificate of the last attending physician or the chief health officer of the City stating the cause of such police officer's death, and payment shall be made to the spouse, legally appointed guardian of the estate of such minor child or children, or other dependent as the case may be.

(C) The sum herein provided shall be construed as a death benefit and not as salary and shall be in addition to any amounts paid to such dependents or beneficiaries from the police pension fund. (MCCS, Sec. 35.40; Ord. 168-6-67)

23.6 Hourly Rate

Effective January 1, 2007, an officer's hourly rate of pay will be calculated by dividing the annual salary by 2080, the average annual hours worked. Provided, however, compensatory time and sick leave accumulated prior to January I , 2007 shall be used prior to compensatory time and sick leave accumulated on or after January 1, 2007 and, if such pre January 1, 2007 compensatory time and/or sick leave is paid out annually or at retirement or death pursuant to other provisions of this Agreement, it will be based upon an hourly rate calculated by dividing the annual salary by 2210 hours. The parties agree that there is a continuing value to the hours reduction and change in hourly rate provided for herein that carries over into the successor Labor Agreement. The City and the Union are each free to argue the relative value to be afforded to the hours reduction and rate change when advocating their respective positions on a 2007 wage increase.

23.7 Retirement Notice

In the event that an officer provides at least three hundred and sixty-five (365) days written notice of his or her intent to retire on a specific date, then the department will pay that officer fifteen hundred dollars ($1,500) after submission of the later official resignation/retirement notice, which is irrevocable pursuant to

Sections 36.60 and 36.61 of the Springfield Illinois Code of Ordinance. This retirement incentive payment shall be non-pensionable and shall be included in the officer's final payout. Additionally, in the event that the officer does not officially resign/retire on the proclaimed date, the officer shall not be entitled to receive the retirement incentive and shall not qualify to participate in said retirement incentive process in the future.

23.8 Foreign Language Proficiency Pay

Officers who demonstrate a Professional Working Proficiency as established by the U.S. Foreign Service Institute, American Sign Language Proficiency Interview, or comparable proficiency from a similar organization, as determined solely by the Chief of Police, in any one or more of the following spoken languages shall receive a lump sum payment of $1,000 upon confirmation of proficiency by the Department and annually thereafter:

- Spanish
- Polish
- Arabic
- Chinese
- Russian
- Korean
- Mandarin
- Sign Language

The Department reserves the right to require officers to test annually in order to continue to be eligible for the Foreign Language Proficiency Pay.

ARTICLE XXIV TRAINING SCHEDULES AND EXPENSES

24.1 Training/Instruction Schedules and Compensation

(A) Departmental training/instruction schedules will normally be posted prior to December 20 of the calendar year preceding the training except for those training courses dependent upon special funding or merely hosted by the Academy (such as MTU events).

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(B) Training/instruction may be mandated by the Department or requested by an officer. The Department reserves the right to determine whether to reschedule an officer's shift and days off in order to accommodate the training/instruction needs of the Department subject to the following:

1. Mandatory Schedule Change for Training/Instruction – The Department shall provide written notice to the officer at least twenty-eight (28) days in advance of any change in schedule for training/instruction (including course development), which shall include the date and time of the training. Mandatory schedule changes for training shall be for training of four (4) hours' duration or more. If the Department provides twenty-eight (28) days' notice and changes the officer's shift and/or day(s) off for training/instruction, the officer will receive his regular salary for the day spent in attendance at training or providing instruction. Hours spent in attendance at training or providing instruction in excess of the regular work day will be compensated at the applicable overtime rate. If the Department fails to provide the twenty- eight (28) days written notice, the officer will be compensated at the applicable hourly overtime rate for actual hours in training or acting as an instructor mandated by the Department outside an officer's regular work schedule or on a pre-approved compensatory, personal, or vacation day.

2. Voluntary Schedule Change for Training/Instruction – Officers may volunteer or request to attend training or provide instruction. Voluntary training/instruction requests submitted without the twenty- eight (28) days written notice must be accompanied by a written waiver of the scheduling restrictions of this section and signed by the officer and a PBPA representative. The determination as to whether officers attend training, whether to grant an officer's request to act as an instructor while on-duty, and which officer(s), is within the sole discretion of the Department.

3. Preparation for Instruction – Instructors may request reasonable time on duty to prepare course materials and/or prepare to teach a course. Such reasonable time may be granted subject to the operational needs of the Department and with the approval of the immediate non-bargaining unit supervisor.

4. Officers in Posted Positions and Special Assignments that periodically train as a group or unit (e.g. ERT, HNT and Canine and those where training as a group is identified on the posting) are presumed to have "volunteered" for those training days (including waiving the scheduling restrictions) and the current practice of Rxing or trading days and shifts for participation in training for such assignments shall continue. RX days for

specialty assignments will not be entered until after guaranteed vacation is scheduled and prior to any other benefit time.

5. The department will continue the current practice of scheduling four (4) in-service training days on RDOs for officers working the 5/3 schedule; this is compensated by the payback days owed according to Section 7.1. In the event an additional fifth in-service day is scheduled, it will be compensated by awarding a personal day.

6. If training, other than in-service, is to be scheduled and an RX day is owed to the officer, the department will make reasonable efforts to schedule the RX day in conjunction with the officer's RDOs. In the event the RX day cannot be scheduled in conjunction with an RDO, the officer may request a specific RX day within the FLSA schedule (pursuant to 7.3A) where manning and operational needs allow.

24.2 Expenses For Out of County Police School or Training Programs

In the event an officer attends an approved school or a training program which requires an overnight stay, the Department will provide the officer with per diem at the applicable rate as determined by the Office of Budget and Management. No per diem will be provided for training which does not require an overnight stay. The Employer will continue, as in the past, to provide the employee room and board expenses and a mode of travel for such programs.

24.3 Eligibility for Out of Town Training Travel Pay

(A) If the approved training requires an overnight stay, and multiple officers travel, all officers receive travel time pay, with the exception of officers attending MTU # 1 0 training or officers attending ILEAS training within 100 miles of the Springfield Police Department. If only one (1) officer goes, travel time is paid. It will be at the department's discretion whether this is accomplished through a travel day or overtime pay.

(B) If multiple officers are scheduled to travel to an approved training, officers will be required to rendezvous at a pre-determined location and all leave from that location. This is to avoid claims for time spent picking up passenger officers.

(C) Travel time will be paid as described above regardless of whether the attending officer initiates the idea of attending the training or he is ordered to attend the training.

24.4 Education Reimbursement and Incentives

(A) The Employer agrees to maintain a fund of $7500.00 for each fiscal year of the Agreement for the purpose of reimbursing the costs of continuing education and providing incentives to officers to pursue higher levels of formal education. The fund will be fully disbursed during the last month of the fiscal year according to the following priorities:

1. Tuition reimbursement at the rate of 100% for a grade of "C", or higher in eligible courses according to course guidelines developed by the Educational Incentive Committee;

2. Reimbursement for required textbooks and lab fees.

3. Reimbursement for any other student activity fee as determined by the Educational Incentive Committee.

(B) If any funds remain after reimbursement of eligible officers pursuant to the above schedule, the unexpended funds will be disbursed in equal shares, to officers holding degrees from accredited institutions of higher education in the following manner:

1. Associates Degree 1 Share

2. Bachelors Degree 2 Share

(C) The parties agree to continue the Educational Incentive Committee, consisting of three (3) officers appointed by the PBPA and three (3) persons appointed by the Employer. The purpose of the committee shall be to research, identify, and make written recommendations to the Chief and the PBPA relative to the issue of educational incentives for members of the bargaining unit. The committee shall meet at least once a year (and otherwise by mutual agreement) to make recommendations regarding the disposition of educational reimbursement funds. Any disputes

regarding decisions on entitlement to reimbursement and/or disbursement of funds shall be resolved by a flip of a coin provided the funding priorities and objectives of this section are met.

ARTICLE XXV INSURANCE

25.1 Group Health Insurance

Officers shall be provided health insurance through a self-insured plan or under group insurance policy or policies selected by the Employer and shall receive the same insurance benefits at the same premium levels as any other City employee. In the event that the Employer desires or determines to change or modify the existing health insurance program with regard to premiums or coverage, the Employer shall provide the PBPA with reasonable advance notice of any such change and shall consult with its representatives prior to the change.

25.2 Retiree Health Insurance

The Employer shall provide a payroll deduction to any bona fide Voluntary Employee Beneficiary Association (VEBA) established and maintained by the PBPA for the purpose of pre-funding retiree health insurance.

25.3 Non-Duplication of Benefits

(A) In the event that any officer or his dependent(s) is entitled to benefits under any other group insurance plan or other employer's self-insurance plan providing benefits similar or identical to this Agreement, the benefits that would be payable under this group health insurance shall be reduced by the amount necessary, if any, so that the sum of all the benefits payable under this group health insurance and under any other plan shall not exceed the necessary, reasonable and customary expenses for surgical services rendered, and for all other services rendered, shall not exceed the amount provided for under this program. If the said other plan contains a provision for non-duplication of benefits, the plan or program insuring the individual as an

employee (as distinguished from a dependent) will be considered primary and in the case of children, the plan or program insuring the father will be considered primary.

(B) The benefits provided for under the group health insurance covered by this Agreement shall be in substitution for any and all other plans providing hospital, medical, surgical, sickness, dental, etc., benefits. It is intended that the benefits provided by the group health insurance covered by this Agreement shall comply with and be in substitution for any provisions for similar benefits which are provided under any law now in effect or hereinafter in effect. If any benefits of a similar nature to those provided in this Agreement are required under any law now in effect or hereafter in effect and the benefits provided by the group health insurance covered by the Agreement are not considered in substitution therefor, the benefits provided for under the group health insurance covered by this Agreement shall be reduced by the amount of such benefit provided under such law. This section shall not apply to death benefits.

25.4 Miscellaneous

The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer or the PBPA; nor shall such a failure be considered a breach by the Employer or the PBPA of any obligation undertaken under this or by any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Employer, PBPA member or beneficiary of any member. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

ARTICLE XXVI BULLETIN BOARDS

The Employer shall provide the PBPA with two (2) bulletin boards at mutually agreed locations in the Department. No partisan, political or vulgar material shall be posted on such

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boards and one copy of all such material as is posted by the PBPA shall be delivered to the Chief of Police.

It shall be the responsibility of the PBPA to ensure that all PBPA bulletin boards are maintained in accordance with this section, and all material shall be reviewed and outdated or non-complying material be removed.

ARTICLE XXVII PARKING

In the event the Police Station is relocated to different quarters, sufficient parking spaces, no less than ten (10), shall be provided for use by the PBPA membership at no cost.

ARTICLE XXVIII NOTICES

Unless elsewhere specified in this Agreement, any and all notifications and/or requests pertaining to or called for shall be in writing and personally served on the President or his designee for the PBPA and the Chief of Police or his designee for the Employer.

Verbal notifications and/or reports will be insufficient and void and warrant no action on the part of the recipient except as set forth in this Agreement.

ARTICLE XXIX EFFECT OF AGREEMENT

29.1 Collective Bargaining

This Agreement concludes collective bargaining on those matters expressly set forth herein.

This Agreement further supersedes and cancels all prior practices and agreements unless expressly stated in this Agreement as to those matters specifically stated in this Agreement.

29.2 Ratification

It is understood that this Agreement cannot and does not supersede or control over any ordinance or statute adopted or amended prior to the effective date of this Agreement or its

predecessor, as the case may be, unless such Agreement is or has been ratified by the City Council of the City of Springfield, Illinois.

Once ratified, the Employer will take all appropriate action to modify or amend the City Code to eliminate any conflict with the provisions of this Agreement. Each party warrants and covenants to the other to take all steps necessary to ensure that the terms hereof are binding on themselves, their successors and assigns.

29.3 Savings Clause

None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State law, or the final order or decree or judgment of any court having jurisdiction over the parties.

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, and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XXX RESIDENCY REQUIREMENTS

The City of Springfield, through unilateral City Council action, abolished residency requirements for its employees. In considering the impact of the residency abolition, and because of the peculiar nature of certain positions within the Police Department, the Department and the PBPA agree to the following restrictions:

30.1 Personally Assigned Vehicles

(A) In order to qualify to receive or retain a personally assigned vehicle, officers must reside within the Springfield City limits.

(B) Officers may not take personally assigned vehicles outside the City limits of Springfield for the purpose of breaks or meals, with the exception of the following municipalities:

Leland Grove

Grandview

Jerome

Southern View

30.2 Specialty Units – Generally (ERT, HNT, K-9, Accident Reconstructionist, Criminal Investigations Division)

(A) It is acknowledged that a reasonable response time is required for officers who choose to work in the above specialized units. The Parties agree that those assigned to the above specialized units should be able to respond in an adequate time period if they live within the boundaries of Sangamon County.

(B) The Parties therefore agree that officers in these specialty units be allowed to reside no further away from Springfield than a 25-mile radius from the Police Department.

30.3 Specialty Units – Residence Outside The Springfield City Limits

(A) HNT/ERT

1. Officers assigned to these units are generally issued personally assigned vehicles and keep their specialized equipment in those squads.

2. Any such officer who resides outside the Springfield City limits ~~shall have no~~ may be issued a personally assigned vehicle, but the use of such vehicle must still comply with Section 30.1(B).

3. Under those circumstances the officers' specialized equipment shall be stored at Department headquarters.

4. The specialty unit officer who is called in shall respond to the Department headquarters to retrieve his equipment in the event of a call out of his unit.

(B) Canine

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1. Transport

   a. Officers assigned to Canine are generally issued personally assigned vehicles.

   b. If a Canine officer resides outside the Springfield City limits, he ~~shall not qualify for~~ may be issued a personally assigned vehicle, but the use of such vehicle must still comply with Section 301(B).

   c. The Canine officer must transport his canine to and from the station on his own, utilizing a Department approved portable kennel, which the Canine officer shall be required to purchase at his own expense.

2. Kennel

   a. The City generally utilizes City manpower and resources to construct concrete slab kennels at the principal residences of Canine officers.

   b. The City will not do so if the officer resides outside the Springfield City limits.

   c. The Canine officer who desires to live outside the Springfield City limits will be required to install the slab at his own expense, per City specifications.

   d. The City will continue to provide the kennel and dog house.

3. Dog Maintenance

   a. Any Canine officer residing out of the Springfield City limits is totally responsible for the maintenance of his canine partner.

   b. On Duty officers will not be allowed to travel outside the Springfield City limits to aid in the maintenance of any dog unless an emergency exists.

ARTICLE XXXI EXEMPT RANK RETURN TO THE BARGAINING UNIT

It is understood and agreed among the parties that in the case of individuals returning to the bargaining unit from an exempt rank, that such persons shall retain all accrued vacation, personal and compensatory leave time. In the case of vacation time, the officer will use any time in excess of the contractual limit within one hundred twenty (120) days from the effective date of

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his return. Compensatory time and personal business days accrued while in the exempt rank shall be credited to the officer and shall be used in a manner consistent with this Agreement from the effective date of his return to the bargaining unit.

ARTICLE XXXII DURATION ENFORCEMENT AND DISPUTE RESOLUTION

32.1 Term of Agreement

This Agreement shall be effective as of the first day of March, 2022, and shall remain in full force and effect until the 28th day of February, 2026. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing no earlier than one hundred fifteen (115) days and no later than sixty (60) days prior to February 28, 2026 of its desire to modify this Agreement. In the event such notice of desire to modify is given, negotiations shall begin no later than fifteen (15) calendar days after notice is given.

32.2 Continuing Effect and Enforcement

This Agreement shall remain in full force and effect during the period of negotiations and any dispute resolution procedure unless and until either party serves the other a notice of intent to terminate at least fifteen (15) days prior to the date such party intends to terminate the Agreement. However, notice of intent to terminate shall not be tendered by either party prior to February 13, 2026. Should such termination occur, the parties agree to govern their relationship according to the provisions of the Illinois Public Labor Relations Act and the rules of the Illinois State Labor Relations Board.

IN WITNESS WIIEREOF the parties have affixed their signatures hereto the ___th day of November, 2023.

For the City of Springfield, Illinois:

For the Police Benevolent and Protective Association, Unit #5:

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Mayor Misty Buscher

President Grant Barksdale

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APPENDIX A
MONTHLY RATES OF PAY

Classification	3/1/22 3%	3/1/23 13% (10% of same as equity adjustment	3/1/24 2.5%	3/1/25 2.5%
Probationary Patrol Officer (First Year)	$5,810.74	$6,566.14	$6,730.29	$6,898.55
Patrol Officer	$6,836.17	$7,724.87	$7,917.99	$8,115.94
Detective	$7,280.52	$8,226.99	$8,432.66	$8,643.48
Probationary Sergeant	$7,519.79	$8,497.36	$8,709.79	$8,927.54
Sergeant	$8,203.40	$9,269.84	$9,501.59	$9,739.13

Retroactive pay will be paid for 2022 and 2023 for those employed on the signing date of the Agreement and those who have retired or resigned in good standing with at least twenty (20) years of service.

Effective upon signing of the 2001 agreement, .8 percent of the base rate of pay in effect on March 1, 2000 has been rolled into the officers' base rate of pay to compensate officers for a change in the scheduling and procedure previously applicable to court overtime.

Effective with the signing date of the 2022 Agreement, a patrol officer shall be paid in accordance with the following:

Percentage of Monthly Salary of a Patrol Officer

1st Year	85%
2nd Year	90%
3rd Year	95%
4th Year	100%

Officers hired with previous experience as a police officer pursuant to prior experience hire rules established by the Civil Service Commission may immediately be paid a salary consistent with their previous experience not to exceed the "Five Year Officer" rate.

All wages are expressed in terms of monthly salaries. Scheduled increases shall become effective in and for the next full pay period immediately following completion of the full monthly requirements for the automatic increases.

APPENDIX B-1
LONGEVITY

(A) Eligible officers shall be entitled to longevity pay according to the following schedule:

	Longevity	Monthly Amount
1.	More than five years but less than ten years	2% of the monthly base rate of pay for a patrol officer
2.	More than ten years but less than fifteen years	10~~7~~% of the monthly base rate of pay for a patrol officer
3.	More than fifteen years but less than twenty years	12~~9~~% of the monthly base rate of pay for a patrol officer
4.	More than twenty years but less than twenty-five years	16~~2~~% of the monthly base rate of pay for a patrol officer
	~~4a. On or after 3/1/2014, more than twenty years but less than twenty-five years~~	~~14% of the monthly base rate of pay for a patrol officer~~
5.	More than twenty-five years but less than thirty years	20~~14~~% of the monthly base rate of pay for a patrol officer
6.	More than thirty years	24% of the monthly base rate of pay for a patrol officer
	~~5a. Effective date of signing of the 2022 Agreement, more than twenty-five years~~	~~18% of the monthly base rate of pay for a patrol officer~~

(B) Members of the bargaining unit who hold the rank of sergeant shall have their longevity increases calculated on the monthly base rate of a sergeant.

(C) Scheduled increases shall become effective in and for the next full pay period immediately following the completion of the full yearly requirement for longevity increases.

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APPENDIX B-2
ANNUAL SALARIES

Classification	3/1/2025		3/1/2026	3/1/2027	3/1/2028	3/1/2029
			2.50%	2.50%	3.00%	3.00%
Probationary Patrol Officer - 1st Year	$82,782.60	85%	$84,852.17	$86,973.47	$89,582.68	$92,270.16
Probationary Patrol Officer - 2nd Year	$87,652.17	90%	$89,843.47	$92,089.56	$94,852.25	$97,697.82
Probationary Patrol Officer - 3rd Year	$92,521.73	95%	$94,834.78	$97,205.65	$100,121.82	$103,125.47
Patrol Officer	$97,391.30		$99,826.08	$102,321.73	$105,391.39	$108,553.13
Patrol Officer + 05 Years	$99,339.12	2%	$101,822.60	$104,368.17	$107,499.21	$110,724.19
Patrol Officer + 10 Years	$104,208.69	10%	$109,808.69	$112,553.91	$115,930.53	$119,408.44
Patrol Officer + 15 Years	$106,156.51	12%	$111,805.21	$114,600.34	$118,038.35	$121,579.50
Patrol Officer + 20 Years	$111,026.08	16%	$115,798.26	$118,693.21	$122,254.01	$125,921.63
Patrol Officer + 25 Years	$114,921.73	20%	$119,791.30	$122,786.08	$126,469.66	$130,263.75
Patrol Officer + 30 Years		24%	$123,784.34	$126,878.95	$130,685.32	$134,605.88
Detective & Master Patrol - 6.5% Diff	$103,721.73		$106,314.77	$108,972.64	$112,241.82	$115,609.08
Detective + 05 Years	$105,796.17	2%	$108,441.07	$111,152.10	$114,486.66	$117,921.26
Detective + 10 Years	$110,982.25	10%	$116,946.25	$119,869.91	$123,466.00	$127,169.98
Detective +15 Years	$113,056.69	12%	$119,072.55	$122,049.36	$125,710.84	$129,482.17
Detective + 20 Years	$118,242.77	16%	$123,325.14	$126,408.27	$130,200.51	$134,106.53
Detective + 25 Years	$122,391.64	25%	$132,893.47	$136,215.80	$140,302.28	$144,511.35
Detective + 30 Years	$122,392.64	30%	$138,209.21	$141,664.44	$145,914.37	$150,291.80
Probationary Sergeant - 10% Diff	$107,130.43		$109,808.69	$112,553.91	$115,930.53	$119,408.44
Probationary Sergeant + 05 Years	$109,273.04	2%	$112,004.86	$114,804.99	$118,249.14	$121,796.61
Probationary Sergeant + 10 Years	$114,629.56	10%	$120,789.56	$123,809.30	$127,523.58	$131,349.29
Probationary Sergeant + 15 Years	$116,772.17	12%	$122,985.73	$126,060.38	$129,842.19	$133,737.45
Probationary Sergeant + 20 Years	$122,128.69	16%	$127,378.08	$130,562.53	$134,479.41	$138,513.79
Probationary Sergeant + 25 Years	$126,413.90	25%	$137,260.86	$140,692.39	$144,913.16	$149,260.55
Probationary Sergeant + 25 Years	$126,414.90	30%	$142,751.30	$146,320.08	$150,709.68	$155,230.97
Sergeant - 20% Diff	$116,869.56		$119,791.30	$122,786.08	$126,469.66	$130,263.75
Sergeant + 05 Years	$119,206.95	2%	$122,187.12	$125,241.80	$128,999.06	$132,869.03

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Sergeant + 10 Years	$125,050.43	10%	$131,770.43	$135,064.69	$139,116.63	$143,290.13
Sergeant + 15 Years	$127,387.82	12%	$134,166.25	$137,520.41	$141,646.02	$145,895.40
Sergeant + 20 Years	$133,231.30	16%	$138,957.91	$142,431.85	$146,704.81	$151,105.95
Sergeant + 25 Years	$137,906.08	25%	$149,739.12	$153,482.60	$158,087.08	$162,829.69
Sergeant + 25 Years	$137,907.08	30%	$155,728.69	$159,621.91	$164,410.56	$169,342.88

Classification		BASE		3/1/2022	3/1/2023	3/1/2024	3/1/2025
		3/1/2021		3%	13%	2.5%	2.5%
Probationary Patrol Officer - 1st Year	70%	$55,751.27	85%	$69,728.91	$78,793.67	$80,763.52	$82,782.60
Probationary Patrol Officer - 2nd Year	80%	$63,715.74	90%	$73,830.62	$83,428.60	$85,514.31	$87,652.17
Probationary Patrol Officer - 3rd Year	90%	$71,680.21	95%	$77,932.32	$88,063.52	$90,265.11	$92,521.73
Patrol Officer		$79,644.68		$82,034.02	$92,698.44	$95,015.90	$97,391.30
Patrol Officer + 05 Years	2%	$81,237.57	2%	$83,674.70	$94,552.41	$96,916.22	$99,339.12
Patrol Officer + 10 Years	7%	$85,219.80	7%	$87,776.40	$99,187.33	$101,667.01	$104,208.69
Patrol Officer + 15 Years	9%	$86,812.70	9%	$89,417.08	$101,041.30	$103,567.33	$106,156.51
Patrol Officer + 20 Years	14%	$90,794.93	14%	$93,518.78	$105,676.22	$108,318.13	$111,026.08
Patrol Officer + 25 Years	16%	$92,387.83	18%	$96,800.14	$109,384.16	$112,118.76	$114,921.73
Detective 6.5% Diff		$84,821.58		$87,366.23	$98,723.84	$101,191.93	$103,721.73
Detective + 05 Years	2%	$86,518.01	2%	$89,113.55	$100,698.31	$103,215.77	$105,796.17
Detective + 10 Years	7%	$90,759.09	7%	$93,481.86	$105,634.51	$108,275.37	$110,982.25
Detective +15 Years	9%	$92,455.52	9%	$95,229.19	$107,608.98	$110,299.21	$113,056.69
Detective + 20 Years	14%	$96,696.60	14%	$99,597.50	$112,545.18	$115,358.80	$118,242.77
Detective + 25 Years	16%	$98,393.03	18%	$103,092.15	$116,494.13	$119,406.48	$122,391.64
Probationary Sergeant - 10% Diff		$87,609.14		$90,237.42	$101,968.28	$104,517.49	$107,130.43
Probationary Sergeant + 05 Years	2%	$89,361.32	2%	$92,042.17	$104,007.65	$106,607.84	$109,273.04
Probationary Sergeant + 10 Years	7%	$93,741.78	7%	$96,554.04	$109,106.06	$111,833.71	$114,629.56
Probationary Sergeant + 15 Years	9%	$95,493.96	9%	$98,358.79	$111,145.43	$113,924.06	$116,772.17
Probationary Sergeant + 20 Years	14%	$99,874.42	14%	$102,870.66	$116,243.84	$119,149.94	$122,128.69
Probationary Sergeant + 25 Years	16%	$101,626.60	18%	$106,480.15	$120,322.57	$123,330.64	$126,413.90
Sergeant - 20% Diff		$95,573.61		$98,440.82	$111,238.13	$114,019.08	$116,869.56
Sergeant + 05 Years	2%	$97,485.08	2%	$100,409.64	$113,462.89	$116,299.46	$119,206.95
Sergeant + 10 Years	7%	$102,263.77	7%	$105,331.68	$119,024.80	$122,000.42	$125,050.43
Sergeant + 15 Years	9%	$104,175.24	9%	$107,300.49	$121,249.56	$124,280.80	$127,387.82
Sergeant + 20 Years	14%	$108,953.92	14%	$112,222.54	$126,811.47	$129,981.75	$133,231.30
Sergeant + 25 Years	16%	$110,865.39	18%	$116,160.17	$131,260.99	$134,542.52	$137,906.08

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Appendix B-2 (Hourly) Classification		BASE 3/1/2021	COS 3% 3/1/2022	COS 13% 3/1/2023	COS 2.5% 3/1/2024	COS 2.5% 3/1/2025
-	-	-	-	-	-	-
Probationary Patrol Officer - 1st Year	70%	$ 26.8035	$ 33.5235	$ 37.8816	$ 38.8286	$ 39.7993
Probationary Patrol Officer - 2nd Year	80%	$ 30.6326	$ 35.4955	$ 40.1099	$ 41.1126	$ 42.1405
Probationary Patrol Officer - 3rd Year	90%	$ 34.4616	$ 37.4675	$ 42.3382	$ 43.3967	$ 44.4816
-	-	-	-	-	-	-
Patrol Officer	-	$ 38.2907	$ 39.4394	$ 44.5666	$ 45.6807	$ 46.8227
Patrol Officer + 05 Years	2%	$ 39.0565	$ 40.2282	$ 45.4579	$ 46.5943	$ 47.7592
Patrol Officer + 10 Years	7%	$ 40.9711	$ 42.2002	$ 47.6862	$ 48.8784	$ 50.1003
Patrol Officer + 15 Years	9%	$ 41.7369	$ 42.9890	$ 48.5775	$ 49.7920	$ 51.0368
Patrol Officer + 20 Years	14%	$ 43.6514	$ 44.9610	$ 50.8059	$ 52.0760	$ 53.3779
Patrol Officer + 25 Years	16%	$ 44.4172	$ 46.5385	$ 52.5885	$ 53.9033	$ 55.2508
-	-	-	-	-	-	-
Detective & Master Patrol - 6.5% Diff	-	$ 40.7796	$ 42.0030	$ 47.4634	$ 48.6500	$ 49.8662
Detective + 05 Years	2%	$ 41.5952	$ 42.8431	$ 48.4127	$ 49.6230	$ 50.8635
Detective + 10 Years	7%	$ 43.6342	$ 44.9432	$ 50.7858	$ 52.0555	$ 53.3569
Detective +15 Years	9%	$ 44.4498	$ 45.7833	$ 51.7351	$ 53.0285	$ 54.3542
Detective + 20 Years	14%	$ 46.4888	$ 47.8834	$ 54.1083	$ 55.4610	$ 56.8475
Detective + 25 Years	16%	$ 47.3043	$ 49.5635	$ 56.0068	$ 57.4070	$ 58.8421
-	-	-	-	-	-	-
Probationary Sergeant - 10% Diff	-	$ 42.1198	$ 43.3834	$ 49.0232	$ 50.2488	$ 51.5050
Probationary Sergeant + 05 Years	2%	$ 42.9622	$ 44.2510	$ 50.0037	$ 51.2538	$ 52.5351
Probationary Sergeant + 10 Years	7%	$ 45.0682	$ 46.4202	$ 52.4548	$ 53.7662	$ 55.1104
Probationary Sergeant + 15 Years	9%	$ 45.9106	$ 47.2879	$ 53.4353	$ 54.7712	$ 56.1405
Probationary Sergeant + 20 Years	14%	$ 48.0165	$ 49.4570	$ 55.8865	$ 57.2836	$ 58.7157
Probationary Sergeant + 25 Years	16%	$ 48.8589	$ 51.1924	$ 57.8474	$ 59.2936	$ 60.7759
-	-	-	-	-	-	-
Sergeant - 20% Diff	-	$ 45.9489	$ 47.3273	$ 53.4799	$ 54.8169	$ 56.1873
Sergeant + 05 Years	2%	$ 46.8678	$ 48.2739	$ 54.5495	$ 55.9132	$ 57.3110
Sergeant + 10 Years	7%	$ 49.1653	$ 50.6402	$ 57.2235	$ 58.6540	$ 60.1204
Sergeant + 15 Years	9%	$ 50.0842	$ 51.5868	$ 58.2931	$ 59.7504	$ 61.2441
Sergeant + 20 Years	14%	$ 52.3817	$ 53.9531	$ 60.9671	$ 62.4912	$ 64.0535
Sergeant + 25 Years	16%	$ 53.3007	$ 55.8462	$ 63.1062	$ 64.6839	$ 66.3010

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APPENDIX C
REPLACEMENT OF PERSONAL PROPERTY

The provisions hereof relating to the replacement of personal property shall be subject to the following dollar limitations per occurrence, unless specifically waived in writing by the Chief of Police or his designee:

Watches:	$100.00
Prescription Sunglasses or Eyeglasses / Contacts:	$300 plus the cost of any mandatory eye examination
Clothing Articles:	$150.00
Cell Phones:	$200.00
Boots:	$200.00

APPENDIX D

AMOUNT OF VACATION

(A) Effective January 1, 2007:

Amount of Vacation: Consistent with the eligibility requirements set forth in Section 9.2(B), officers covered by this Agreement shall be entitled to vacation as of January 1 of any year as follows:

			Hours of Pay
1.	a.	One calendar year	100~~80~~
	b.	3 continuous calendar years	150~~20~~
	c.	10 continuous calendar years	180~~44~~
	d.	15 continuous calendar years	210~~168~~
	e.	20 continuous calendar years	220~~176~~
	f.	25 continuous calendar years	240~~192~~
	g.	30 continuous calendar years	260

~~(B) An officer newly hired subsequent to the effective date of this Agreement shall earn 5/12's of a paid vacation day for each full month worked between his date of hire to and including the next December 31st. In order to earn any vacation in a calendar month, the officer must work or be paid for a minimum of 151.7 hours that month. Beginning January 1, 2024, any officer hired January 1st through January 15th of any year shall be treated as beginning employment on January 1 of that year for purposes of vacation accrual only.~~

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APPENDIX E

AUTHORIZATION FOR CHECKOFF OF PBPA DUES AND OTHER CERTIFIED AMOUNTS

I do hereby authorize the Office of Budget and Management of the City of Springfield, Illinois, to deduct from my earnings, the regular monthly uniform dues of the PBPA and any uniform special assessments or other amounts certified by the Treasurer of the PBPA. I further authorize the remittance of such amount(s) to the Treasurer of the PBPA.

I understand that this authorization is revocable by me during the term that this Agreement is in force between the PBPA and the Office of Public Safety, City of Springfield, Illinois.

I waive all right and claim for such monies so deducted and transmitted in accordance with this Authorization. By my signature, I relieve the City of Springfield, Illinois, any Department of the City of Springfield, the PBPA and all of the PBPA officers, representatives, and agents from any liability therefor.

(Print Name and P.I.N. No.)	Signature
Monthly Amount	Date Signed
Monthly Amount	Witness

APPENDIX F

CHARITABLE ORGANIZATIONS

In the event an officer and the PBPA are unable to agree upon a non-religious charitable organization for the payments called for under certain circumstances under Section 22.5, such payments may be made to any one of the following:

Boys and Girls Club

Children's Miracle Network (St John's Hospital) Camp Coco

Camp Care A Lot

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APPENDIX G

PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

Filing an Objection

An Officer with any objection to a fair share payment shall initially file his objection by notifying the PBPA President and the Employer in writing by registered or certified mail postmarked within thirty (30) days after he becomes aware of the basis for his objection.

Review Step 1

Any objection properly submitted to the PBPA President shall be promptly heard by the Executive Board of the PBPA which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate fair share payments is to be made and notify the objector in writing.

Review Step 2

Upon receipt of the decision of the Executive Board, an objecting officer may pursue his objection by filing a complaint with the Illinois State Labor Relations Board in accordance with the procedures established by that Agency. In the event that appropriate procedures are not available, the officer may appeal the Executive Board's decision to binding arbitration utilizing the same procedures set forth in the grievance procedure of this Agreement.

In using this procedure, an officer shall operate under the conditions set forth for the PBPA, and the PBPA shall operate under the conditions set forth for the Employer. The only exception shall be the provision for the loser paying the costs of the arbitration process. Under this program, the PBPA shall, from its funds budgeted for contract administration and used in the

calculation of proportionate fair share non-member payments, pay the full cost of the arbitrator and any administrative fees connected with the arbitration process.

Consolidation

If more than one officer has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

Segregated Funds

Upon the initial receipt by the PBPA of any contested amount of proportionate fair share payment by an officer, the PBPA shall cause and direct such contested amount to be placed in an interest-bearing escrow account at the then prevailing rate at a financial institution mutually agreed by the officer(s) and the PBPA. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, and remain so segregated from usual and customary PBPA funds until such time as the validity of the objection is finally determined.

Rebates

In the event that the PBPA determines or an arbitration award directs a reduction in the proportionate fair share payments, the PBPA shall notify the Employer to comply with said ruling as to prospective deductions from the salaries of non-members and shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

APPENDIX H

ADDITIONAL LONGEVITY PAYMENTS

The City of Springfield ("City") and Police Benevolent and Protective Association ("PBPA") agree as follows:

Notwithstanding the provisions of Appendix B and in lieu of the longevity payments specified therein, eligible employees who meet the service requirements shall, subject to the following, be entitled to total longevity payments according to the longevity schedule attached hereto as Appendix I; however, Appendix H shall expire close of business February 28, 2014, and effective March 1, 2014, Appendix B-1, paragraph 4a and 5a shall exclusively control:

(A) Eligible employees shall be those who complete at minimum twenty (20) years of continuous service with the City.

(B) Eligible employees shall annually be entitled to an additional longevity payment equal to 5% of the employee's monthly base rate of pay. Said additional longevity payment is reflected in the longevity schedule attached hereto.

(C) Eligible employees shall receive the additional 5% longevity payment in accordance with the longevity schedule attached hereto for the one full pay period immediately following the employee's anniversary date of employment as well as for one full pay period immediately following the employee's birth date. In the event that the anniversary date and birthdate fall within the same period, then the employee shall receive the additional 5% longevity payment for two full consecutive pay periods immediately following that pay period.

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(D) At the conclusion of the two full pay periods, the employee's pay will be reduced by the additional 5% longevity payment and revert to the salary plus longevity specified in Appendix B-2 and B-3.

The 5% longevity payment shall be excluded from the employee's base rate of pay for purposes of calculating compensation for annual sick leave sell back and vacation sick leave payment at retirement.

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APPENDIX H-1

LONGEVITY SPIKE SCHEDULE APPENDIX

Longevity (Seniority)	**Monthly Amount**
More than twenty (20) years but less than twenty-five (25) years	17% of the employee's monthly base rate of pay
Twenty-five (25) or more years	19% of the employee's monthly base rate of pay

The parties agree APPENDIX H-1 shall expire close of business February 28, 2014, and APPENDIX B-1, paragraphs 4a and 5a shall exclusively control.

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APPENDIX I

NEIGHBORHOOD POLICE OFFICERS

WHEREAS, the City of Springfield, Springfield Police Department and the Police Benevolent and Protective Association Unit No. 5 mutually desire to provide the greatest level of police protection reasonably possible; and

WHEREAS, the City of Springfield, Springfield Police Department and the Police Benevolent and Protective Association Unit No. 5 agree that a Neighborhood Patrol Officer program will improve the police protection provided by the parties; and

WHEREAS, the City of Springfield, Springfield Police Department and the Police Benevolent and Protective Association Unit No. 5 agree that the Neighborhood Patrol Officers require an increased amount of latitude to operate efficiently; and

WHEREAS, Federal funds have become available to allow for the payment of supplemental officers working as Neighborhood Patrol Officers;

IT IS THEREFORE AGREED to and understood by the City of Springfield, Springfield Police Department and the Police Benevolent and Protective Association Unit No. 5 as follows:

(A) The City of Springfield has notified the Police Benevolent and Protective Association Unit No. 5, pursuant to Article Two, Section 3 of the collective bargaining agreement, that the City has created a new position known as a Neighborhood Patrol Officer.

(B) The Police Benevolent and Protective Association Unit No. 5 agrees to the name, duties and wages of the position of Neighborhood Patrol Officer.

(C) The parties agree and understand that, because of the unique duties of the position, the Neighborhood Patrol Officer is expected to and allowed to schedule his/her own hours of work in order to maximize efficiency, subject to normal reasonable supervision.

(D) The parties agree that, due to the unique nature of the position, the requirement of Article 7.2(A) that the normal workday consist of eight and one-half (8 1/2) consecutive hours shall not apply to the extent that the work hours of a Neighborhood Patrol Officer shall not be required to be consecutive. The Neighborhood Patrol Officer will work nine (9) hour days, and overtime will be calculated on that basis.

(E) The parties agree that, due to the unique nature of the position, the language of Article 7.3(B) concerning "regularly assigned duty hours" shall not apply to the extent that Neighborhood Patrol Officers do not have regularly assigned duty hours.

(F) The parties agree that, due to the unique nature of the position, Article 7.3(0) shall not apply unless the Neighborhood Patrol Officer cannot reasonably reschedule his regular day off, pursuant to the scheduling directive issued for the position.

(G) The parties agree that, for clarity in interpretation of the contract, this is not currently a position covered by Article 7.3(G).

(H) The parties agree that, due to the unique nature of the position and the desire to establish a specific officer's presence in a neighborhood, the Neighborhood Patrol Officer shall not be allowed to exchange shifts as defined in Article 7.8.

(I) The parties agree that, due to the unique nature of the position and the difficulty in tracking and calculating the actual shift time worked by a Neighborhood Patrol Officer, that Neighborhood Patrol Officer will be deemed to have worked on the third 3:00 p.m. to 12:00 p.m.) shift for the purposes of Article 7.9.

(J) The parties agree that, due to the unique nature of the position and the desire to establish a specific officer's presence in a neighborhood, that Neighborhood Patrol Officer shall be the only officer working overtime for the position, and that Article 7.12 shall not apply.

(K) The parties agree that, due to the unique nature of the position, the desire to establish a specific officer's presence in a neighborhood and the varied nature of the duty hours, that the shift selection process described in Article 15 shall not apply to the position of Neighborhood Patrol Officer.

(L) The parties agree that all provisions of the collective bargaining agreement in place between the parties, except for those specifically addressed herein, shall continue to apply.

(M) The parties agree that this position and Memorandum of Understanding are unique in nature, and the variances to the collective bargaining agreement contained herein shall have no application to any other situation or position and shall serve as no precedent for any future practice.

(N) The Parties agree that this Memorandum of Understanding only applies to the nineteen (19) Neighborhood Patrol Officer positions in place. If the Department decides to create additional NPO positions, it shall notify the PBPA and upon request meet with the PBPA and negotiate with respect to the impact of adding additional NPOs (including terms and conditions of employment for the additional NPOs.

(0) The parties agree that the purpose of exempting NPOs from the application of the aforementioned contract provisions is to allow NPOs flexibility in performing their neighborhood/beat functions and to be able to work as a group/unit in order to address concerns anywhere in the City.

(P) With respect to the issue of holidays, the parties agree as follows:

1. Command Staff will receive a directive from the Chief emphasizing that for purposes of holiday scheduling within the Patrol Division, holiday staffing decisions will not

and cannot rely upon or be influenced by the potential availability of NPOs working on that holiday.

2. From this date forward the Non-bargaining unit supervisor will consult with the appropriate Sergeant and NPO to determine the need for individual NPOs to work on a given holiday.

3. The decision regarding the need for an NPO to work on duties related to the NPO assignment is solely a management right and is not subject to grievance or other challenge. Due to the unique nature of the NPO assignment, the seniority provisions of Section 8.6(B) of the contract do not apply for purposes of scheduling or assigning work to an NPO. Holiday scheduling will be based on the unique needs of each NPOs area of assignment for NPOs.

4. Adjustments from the yearly NPO master schedule are reflected in the 28-day FLSA schedule, must be presented five days prior to the onset of the 28-day period, and must be approved by a supervisor prior to the start of the cycle. Even after approval, the 28-day schedule may be adjusted consistent with this side letter through the process described in Springfield Police Department Special Order 95-1, Addendum 1.

5. Once the Department has determined that an NPO has a justified need to work in their assigned area and is actually on duty, there are no restrictions on the Department's use of the NPO to meet the demands of public service incidental to their assignment(s) for the day. In emergency circumstances the NPO may be allowed to leave their areas of assignment and assist departmental operations as directed by the on-duty supervisors and command staff.

6. The holiday staffing provisions of Section 8.6(B) apply to officers counted in Patrol Division staffing. Because the Chief has determined that NPOS are not currently

counted in staffing levels, the seniority provisions of Section 8.6(B) of the contract may not and will not be asserted between officers assigned to the Patrol Division and officers assigned as NPOs for purposes of holiday scheduling.

(Q) This Memorandum of Understanding shall be for the duration of the collective bargaining agreement in place between the parties and shall be subject to the same reopener provisions that are contained in that collective bargaining agreement.

APPENDIX J

SICK DAY ACCUMULATION

The City of Springfield ("CITY") and the Police Benevolent and Protective Association, Unit #5 (PBPA") agree as follows:

Officers who have accumulated over two hundred ten (210) days of sick leave as of January 1, 1999 shall be compensated for those additional accumulated unused sick leave days above two hundred ten (210) in accordance with the formula set forth in Section 13.3(D) provided the officer does not use sick leave from that bank so as to reduce the number of those accumulated unused sick days below the number accumulated and unused as of January 1, 1999. If the officer uses sick leave from his January 1, 1999 bank so that the number of accumulated sick leave days falls below the officers' sick leave accumulation as of January 1, 1999, but the officers' accumulated sick leave still exceeds two hundred ten (210) accumulated sick leave days, that number shall become the officer's maximum for sick leave payout purposes under Section 13.3(D).

APPENDIX K

ACADEMY TRAINING UNIT #5

POLICE OFFICERS ASSIGNED TO TRAINING ACADEMY - PHYSICAL TRAINING TIME

It is agreed to by the above-mentioned parties that:

(A) It is understood the need to have physically fit police recruit officers, that are trained at an acceptable level to pass the "Power Test" upon entry for Basic Law Enforcement Training at The Illinois State Police Academy.

(B) It is agreed that members of the Springfield Police Academy staff should also be at the same high level of physical training.

(C) It is agreed that the Department does not always have police recruit officers assigned to the Springfield Police Academy at all times, but the need to have a physically fit staff does exist at all times.

(D) It is agreed that in order for Police Academy staff to remain at a high level of training, that members of the Police Academy staff, may, at their own discretion, conduct physical training on and during their lunch break time.

(E) It is further agreed to by the parties that this agreement only applies to officers assigned to the Springfield Police Academy staff.

(F) It is agreed that this agreement will not be construed, used or interpreted to apply to any other members of the Springfield Police Department that are covered by collective bargaining agreements.

(G) It is agreed that this agreement is not precedent setting and has no future impact on any other members of the Police Department.

APPENDIX L

LATERAL ENTRY

The City of Springfield ("City") and the Police Benevolent and Protective Association, Unit #5 ("PBPA") agree as follows:

(A) Individuals who are interested in being considered for lateral entry must meet the following criteria~~requirements~~:

1. Must be a current certified police officer. ~~Minimum of three years' experience out of the last five employed as a full time Police officer in another jurisdiction whose training and experience either qualifies or would qualify the officer to become certified in the State of Illinois upon written request to the Illinois Law Enforcement Training and Standards Board.~~

~~Must have graduated from a Certified Police Academy.~~

2. Must have graduated from an accredited law enforcement academy. ~~Successfully pass the hiring examination as determined by the City of Springfield Civil Service Commission~~.

3. Must be certified in Illinois as a full-time peace officer or eligible for a waiver as an out-of-state candidate.~~Satisfactory completion of all pre-employment investigations and or tests, including but not limited to psychological and drug testing.~~

4. Must have at least two (2) years of full-time experience as a sworn police officer. ~~Does not exceed the maximum age restrictions for employment.~~

5. Must successfully complete the hiring process as determined by the City of Springfield Civil Service Commission.

(B) A maximum of 50% of new hires may be made from the lateral entry pool, within the fiscal year.

(C) Longevity increases will be based on the number of years of service with the Department. ~~Officers hired as a lateral entry as a police officer after the signing of this 2022 Agreement may be paid at a rate of up to 5-year officer rate. Longevity increases will be based only on the number of years of services with the Springfield Police Department.~~

(D) Officers hired as a lateral entry will have their seniority date established pursuant to the collective bargaining agreement.

(E) Officers hired with previous experience will serve a probationary period as provided for in Section 10.5 of the collective bargaining agreement.

(F) Officers hired as a lateral entry must serve a minimum of 3 three years in the bargaining unit before beng eligible for specialty positions/assignments listed in Article 16 requiring 5 years on the Department; and 2 years in the bargaining unit before being eligible for specialty positions/assignments listed in Article 16 requiring 3 years on the Department.

(G) Officers hired as a lateral entry must serve a minimum of seven (7) years in the bargaining unit (including the probationary period) before they will be eligible to take a Sergeant's exam.

(H) Officers hired as a lateral entry shall be entitled to forty (40) hours of vacation upon their hire date.

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MEMORANDUM OF AGREEMENT

CANINE TRAINING

APPENDIX M

CANINE TRAINING OFFICER

***All previous Canine MOUs and Appendix eliminated and replaced by below**

WHEREAS the Springfield Police Department ("Department") created the position of Canine Training Officer ("Trainer") in 2004.

WHEREAS the Department and the Police Benevolent and Protective Association Unit #5 ("Union") have had ongoing discussion about the terms and conditions of the Trainer position. After those discussions, the Parties have agreed to the following:

(A) The position is posted with a seven-year time limit per the position rotation practice of section 16 of the Contract.

(B) The Trainer shall be assigned to the Operations Division.

(C) The Trainer shall be assigned a canine and be assigned a regular shift.

(D) The Trainer shall perform canine training duties at the Academy, as needed.

(E) The Trainer shall be able to adjust his/her schedule to be allowed sufficient time to prepare for training, complete documentation, and other duties incidental to the canine training. He or she shall be allowed a day before the training day to prepare for the training session, and a day after the training day to complete documentation and other duties.

(F) The provisions of Section 24.1 (B)(4) of the Agreement shall apply to the Trainer.

(G) Public demonstrations:

1. The Canine Trainer may perform demonstrations for the public as seen fit by the Department, so long as they are performed within the Trainer's regular work days and

hours. If overtime pay is necessary to stage the demonstration, canine handlers shall be utilized and receive any overtime pay required.

2. If two persons are required for the public demonstration, then at least one of the participants shall be a canine handler. If the demonstration is staged on a regular workday, outside the canine handler's regular duty hours, the handler will receive no less than two hours of overtime at the applicable rate.

APPENDIX N

ILEAS TEAMS

The City of Springfield ("City") and the Police Benevolent and Protective Association, Unit #5 ("PBPA") agree as follows:

(A) Each ILEAS Team shall develop a system that will utilize a rotational process for call-outs and on-call purposes. This is to ensure that the opportunity for call-outs and overtime is fair for all members.

(B) Management may adjust work days as currently allowed by Section 15.4 of the Collective Bargaining Agreement, regardless of the location of an event.

(C) In the event there is a need for an ILEAS unit inside of the 7 day window to adjust work schedules and waivers have not been authorized (pursuant to Section 15.4), management will select members from the on-call squad and then may choose any additional officers required from the entire team to minimize associated costs.

APPENDIX O

WELLNESS PROGRAM

The department has a vested interest in the overall wellness of its members and recognizes the importance of officers maintaining an acceptable level of health and physical fitness. As a result, the administration is committed to developing a wellness program that will incorporate the City's free annual wellness exam, nutritional and fitness educational information, and a biannual personal fitness test (PFIT). The test will be based on the POWER Test and Cooper Institute standards broken down by age and gender.

Each year during in-service training, the department will incorporate a block of instruction on officer wellness, nutrition, and physical fitness.

Twice per year the department will offer a volunteer personal fitness test (PFIT), once in the spring and once in the fall during in-service. The test will be conducted during in-service by certified and trained staff members and will consist of:

- 1.5 mile run or a 3-mile walk designed to test the capability of the heart and vascular system to transport oxygen.
- 1-minute push up test designed to test the amount of force the upper body can generate.
- 1-minute sit-up or 1-minute curl-up test designed to test muscular endurance of the abdominal muscles.

Elements and events of the test can be changed through a joint PB & PA #5/Management effort. If the state of Illinois adopts a fitness test for police officers, the employer reserves the right to implement that test as the standard.

Officers will be eligible to participate in the PFIT if they have completed their annual wellness exam. Officers who participate in the PFIT will be awarded two (2) hours of time at the straight time rate. Officers who successfully pass the PFIT with a meets standard, according to Appendix N, will be awarded two (2) additional bonus hours of time at the straight time rate for a maximum of four (4) hours total. In addition, those members who pass the PFIT with an exceeds standards, on the primary test (not the Alternative Test), pursuant to Appendix N shall receive six (6) hours time at the straight time rate for a maximum of (8) eight total. No more than 8 hours will be earned annually as a result of this standard. Incentives will be awarded in comp time.

Ex. An officer takes the spring test but does not achieve a passing score; therefore he/she receives two (2) hours for taking the test but not the bonus two hours for passing. The officer may decide to take the fall test but does not receive the two (2) hours for taking the test but is eligible for the two (2) hour bonus for successfully passing the test.

2022-1-4784

Males

Test		20-29	30-39	40-49	50-59	60+
1 Minute Push-up	Meets Standard	24	19	13	9	6
	Exceeds Standard	29	24	18	13	10
	Superior	37	30	24	19	18
1 Minute Sit-up	Meets Standard	35	31	26	20	16
	Exceeds Standard	38	35	29	24	19
	Superior	42	39	34	28	22
1.5 Mile Run	Meets Standard	13:40	14:09	15:53	16:21	18:32
	Exceeds Standard	12:38	13:04	13:49	15:03	16:46
	Superior	11:31	11:56	12:25	13:32	15:04

2022-S-0047

Personal Fitness Test

Males

Alternative Test		20-29	30-39	40-49	50-59	60+
1 Minute Curl-Ups *	Meets Standard	30	22	21	18	17
3 Mile Walk **	Meets Standard	46:00	49:00	52:00	55:00	60:00

* Alternative to the 1 minute sit-ups

** Alternative to the 1.5 mile run

2023-0202

Personal Fitness Test

Females

Test		20-29	30-39	40-49	50-59	60+
1 Minute Push-up	Meets Standard	11	9	7	5	4
	Exceeds Standard	15	11	9	7	6
	Superior	21	15	13	12	11
1 Minute Sit-up	Meets Standard	28	21	16	11	3
	Exceeds Standard	32	25	20	14	6
	Superior	38	29	24	20	11
1.5 Mile Run	Meets Standard	16:26	16:46	17:58	19:44	22:28
	Exceeds Standard	14:50	15:38	16:21	18:07	19:53
	Superior	13:24	14:04	14:44	16:21	17:58

2023-3784

Personal Fitness Test

Females

Alternative Test		20-29	30-39	40-49	50-59	60+
1 Minute Curl-Ups *	Meets Standard	11	9	7	5	4
3 Mile Walk **	Meets Standard	48:00	51:00	54:00	57:00	63:00

* Alternative to the 1 minute sit-ups

** Alternative to the 1.5 mile run

APPENDIX P

RECRUITING ASSIGNMENTS

Mandatory Schedule Change for Recruiting Assignments: The Department shall provide written notice to the officer at least twenty-eight (28) days in advance of any change in schedule for recruiting assignments, which shall include the date and time of the training. If the Department provides twenty (28) days' notice and changes the officer's shift and/or day(s) off for recruiting assignments, the officer will receive his regular salary for the day spent in attendance at such assignment. Hours spent in attendance at recruiting assignments and travel in excess of the regular work day will be compensated at the applicable overtime rate. If the Department fails to provide the twenty-eight (28) days written notice, the officer will be compensated at the applicable hourly overtime rate for actual hours travelling or acting as a recruiter as mandated by the Department outside an officer's regular work schedule or on a pre-approved compensatory, personal, or vacation day.

APPENDIX R

RETIREMENT HEALTHCARE PLAN

Members of PBPA, Local 5 will be afforded the option of entering into a Retirement Healthcare Plan (Plan) funded by an IRC Section 115 Trust (Trust). The Trust shall be funded by employee contributions such as holiday pay, sick days, or payroll deductions, and further details regarding the design and implementation of the Trust and Plan are subject to an agreement between the parties.

The Trust and Plan shall be administered by a third party. The third party shall be selected by a committee of one (1) representative from the City and four (4) representatives from the Union.

Beginning in 2027, Officers may elect to contribute accrued sick time toward the Trust. An officer's contribution shall not ~~up to a maximum of two~~exceed two percent (2%) of their base and incentive pay. Probationary officers cannot contribute to or participate in the Trust and Plan.

The Employer will honor the union funding agreement as stipulated in the union contract.

MEMORANDUM OF UNDERSTANDING

Twelve Hour "Pitman Schedule"

WHEREAS the City of Springfield (the "City") and the Police Benevolent and Protective Association, Unit #5 ("PBPA") (collectively referred to as the "parties") understand the mutual benefits of a twelve hour "Pitman Schedule" and accordingly agree as follows:

A) Applicability

The parties agree the terms of this Memorandum of Understanding apply only to the field operations officers who are assigned to the Pitman Schedule. Officers working other assignments will continue to operate according to the terms of the agreement between the City and PBPA (effective March 1, 2019 to February 28, 2022) (hereinafter referred to as the "Contract").

B) Shift Duration and "Kelly Time"

The parties agree that officers working the Pitman Schedule will work six twelve hour shifts over a fourteen day work period during the term of this Memorandum of Understanding. Each officer will also work a regularly scheduled "Kelly" shift of eight hours per every fourteen day work period. "Kelly" shifts will be fixed and bid on based on officer seniority. If time off is taken on a "Kelly" day, officers are only required to use benefit time that matches the number of hours that would have been worked on the "Kelly" shift.

C) Article VII Hours of Work and Overtime

a. Section 7.2 Workday and Workweek

(A) The parties agree that the normal average work week will remain at the average of forty hours per week, and two-thousand and eighty hours per year.

(B) The twelve hour Pitman Schedule will be accomplished as follows:

1) Through a two week cycle where each officer works two consecutive shifts, followed by two days off duty, works three consecutive shifts, followed by two days off duty, works two consecutive shifts, followed by three days off duty; and

2) The current practice with regard to travel time, lunch breaks and coffee breaks shall continue in full force and effect with the exception that one long break (1 hr.) and two short breaks will be provided in consideration of the twelve hour shift.

b. Section 7.12 Overtime Selection Process

The parties agree that Management maintains the exclusive right to determine the amount of hours officers are permitted to work holdover hours.

c. **Section 7.4 Hireback**

The parties agree officers working the Pitman Schedule shall be restricted to working hireback at no greater than two hours preceding or following any shift worked on the Pitman Schedule.

d. **Section 7 .9 Shift Differential**

Officers who are regularly assigned to a work shift which begins at 12:00 or later shall receive a shift differential of 20¢ per hour for all hours worked. Officers who are regularly assigned to a work shift which begins at 16:00 or later shall receive a shift differential of 25¢ per hour. Officers who are regularly assigned to a work shift which begins at 18:30 or later shall receive a shift differential of 30¢ per hour for all hours worked. The shift differential shall only be paid for time actually worked, and shall not be applied to any time off.

e. **Section 7.15 Field Training Officer Compensation**

(A) Police Officers serving as Field Training Officers should receive additional compensation on days when in fact they are involved in the actual training of a new recruit officer.

(B) In order for Field Training Officers to be eligible for the additional compensation the following criteria must be met:

1. The Field Training Officer would have a recruit officer assigned for a majority of the day.

2. The officer must be serving as a Field Training Officer and complete Daily Observation Forms (DOR's).

3. The Field Training Officer would receive three (3) hours compensation, per day, at straight rate in comp time.

4. The Field Training Officer will not receive the above compensation on any day that he is not performing direct FTO duties, i.e.: vacation day, sick day, training day, personal day, or day assigned to another division other than the Field Operations Division.

5. At the end of each month, an overtime slip will be prepared for each FTO and submitted to the payroll section for data entry through the normal overtime process.

D) Article VIII Holidays

a. Section 8.4 Holiday on a Normal Off-Duty Day

In the event a holiday falls on an officer's normal off-duty day or while he is on an accumulated compensatory day off, vacation day, or paid sick day, the officer shall receive his regular pay plus twelve hours of compensatory time, or cash, at the Employer's option. An officer not scheduled to work and not called in to work on a holiday shall be paid in cash his regular pay for his normal hours or to be credited with compensatory time for twelve hours at the Employer's option. The Employer' s option shall in any event be exercised as to all affected employees within two calendar weeks after the holiday.

E) Vacation

a. Section 9.4 No Accumulation

In accordance with the City Code, vacations shall not accumulate from one calendar year to the next. Provided, however, an officer working the Pitman Schedule may request to convert up to a maximum of sixty (60) vacation hours to sixty (60) personal hours by submitting a written request to the Deputy Chief of Administrative Services by January 15th. All personal days so converted must be used during the succeeding calendar year in accordance with Section 12.4.

F) Article X Seniority

a. Section 10.2 Computation of Seniority

Solely within this section, and for the purpose of determining seniority, "one day" is defined as an 8 hour work period.

G) Article XII Leaves of Absence

a. Section 12.4 Personal Business Days

Personal time shall be used in four hour increments.

H) Article XIII Sick Leave

a. Section 13.l(C) Sick Leave Occurrences and Utilization

Sick leave shall be used in increments of four hours, subject to the approval of the supervisor. In addition, officers are permitted to use up to four hours of other benefit time in conjunction with sick leave. The exception provided in Section 13.l(C) of the Contract regarding medical appointments will remain in full effect throughout the term of this agreement.

b. **Section 13.2 Sick Leave Accrual**

Sick leave days shall accumulate at the rate of eight hours for each completed month of service.

I) Article XIV Investigations Concerning Officers and Discipline

The parties agree that all designations of time listed in this section of the Contract will be interpreted in hours instead of days. During the term of this Memorandum of Understanding, the City will calculate discipline in hours and specify the applicable hours of discipline imposed on the Final Notice of Discipline.

J) Article XV Shift Selection

The parties agree that if a shift gets abolished during the term of this Agreement, officers will be given the option to bid on the remaining shifts, based on seniority, prior to the abolishment of said shift.

K) Article XX Secondary Employment

Officers shall not work off-duty jobs within 4 hours of the commencement or conclusion of a work day on the Pitman Schedule.

L) Article XXIV Training

a. **Section 24.1 (B)(4) Specialty Training**

Officers receiving specialty training under this provision of the Contract shall be given "Kelly" time equal to the amount of time trained on a regular day off.

b. **Section 24.1 (B)(6) Additional Training**

Hours worked by officers working the Pitman Schedule will be maintained at an average of forty hours per week within the FLSA cycle. The parties agree that all designations of time listed in this section of the Contract will be interpreted in hours worked.

M) Exercise on Duty

a. The parties agree that a maximum of two officers at a time may utilize their approved lunch break to exercise while on duty, dependent on the following:

i. Calls for service must be answered in a timely fashion;

ii. Officers must obtain prior approval from the watch Lieutenant;

iii. Officers must notify dispatch and be available via cell phone and/or department issued radio at all times;

iv. Approved work out locations include the SPD station and home gyms; and

v. All participating officers must complete a signed waiver of liability prior to commencement of exercising while on duty.

N) Term of Agreement

The above terms will become effective on September 21, 2021 and will remain in effect until January 1, 2022.

Agreed:

FOR THE CITY	FOR THE PBPA #5
Misty Buscher~~James O. Langfelder~~ Mayor, City of Springfield	Police Benevolent and Protective Association, Unit #5
Date	Date
Josheph Behl ~~Kenny Winslow~~ Chief of Police	
Date	

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:
DATE OF 1ST READING: 11/4/2026

OFFICE REQUESTING:

CONTACT PERSON: Greg Moredock
PHONE NUMBER: 217-789-2393

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Collective Bargaining Agreement **FISCAL IMPACT:** $

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

An Ordinance Authorizing the Execution of a Collective Bargaining Agreement Between the City of Springfield and the Police Benevolent and Protective Association, Unit # 5 from March 1, 2026 through February 28, 2030

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Fiscal Impact
Contract Changes

CONTRACTOR / VENDOR NAME: **VENDOR NO:**

CONTRACT TERM: **Change in Scope** Yes ☐ No ☐

CONTRACT AMOUNT: (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one)

☐ Low Bid ☐ Other:
☐ Low Bid Meeting Specs ☐ Exception:
☐ Low Evaluated Bid **Code Provision:**

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☐
Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:** 10-28-26

CITY PURCHASING AGENT: **Date:**

COMMENTS

This ordinance approves a new CBA with PBPA for four years.

SIGN OFF:

(Mayor's Signature) (Director of OBM)

S\Excel\Forms\...Blank Fact Sheet (REVISED)... The information supplied on this form is not confidential information. Revised 5/10/04

2026-484

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: William Jarvis

OFFICE REQUESTING: Human Resorces

PHONE NUMBER: 217-789-2446

EMERGENCY PASSAGE: No ☐ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: See Attached

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND POLICE PROTECTIVE AND BENEVOLENT ASSOCIATION #5 FOR THE PERIOD BETWEEN MARCH 1, 2026 THROUGH FEBRUARY 28, 2030

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: 03/01/2026 - 02/28/30 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____

☐ Low Bid Meeting Specs ☐ Exception: _____

☐ Low Evaluated Bid **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	POPR	1100	
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract, Summary of Changes

STAFF ANALYSIS

The prior contract with PBPA #5 expired February 28, 2026. This is the new collective bargaining agreement for a four year term. This agreement has been approved by PBPA #5 membership.

FUNDS CHECK BY: Egizii, Jeff Digitally signed by Egizii, Jeff Date: 2026.10.27 08:04:06 -05'00' **Date:** _____

DIRECTOR / SUPERVISOR: **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2026-484