Collective Bargaining Agreement

between the

DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE

and the

CITY OF DECATUR, ILLINOIS

January 1, 2020

through

December 31, 2024

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MEMORANDUM OF UNDERSTANDING

DECATUR POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION LABOR COMMITTEE

CITY OF DECATUR, ILLINOIS

This Agreement is entered into between the City of Decatur, Illinois, hereinafter referred to as CITY and, Decatur Police Benevolent and Protective Association Labor Committee, hereinafter referred to as UNION, the same being signed on behalf of the City by its City Manager and on behalf of the Union by its President.

ARTICLE 1

GENERAL

Section 1. This Agreement is entered into for the purpose of promoting harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and to promote the morale, rights, privileges and well being of the employees of the Classified Police Service setting forth the mutual understanding of the parties as to the wages, hours and other terms and conditions of employment for whom the employer has recognized the Union as the exclusive bargaining representative.

Section 2. All persons in the Classified Police Service shall regard themselves as employees of the public and are to be governed by the highest ideals of honesty and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the public which employs them and which they serve.

Section 3. The City recognizes the Union as the sole and exclusive bargaining representative for all permanent, full-time Police Patrol Officers and Police Sergeants in the classified police service for the purpose of bargaining with respect to salaries, wages, hours and conditions of employment. The Union expressly acknowledges that it is not the bargaining agent for the positions of Lieutenant, Deputy Chief and Police Chief, said positions having duties and responsibilities that are supervisory in nature and different from those of Patrol Officer or Sergeant and the job descriptions, with the effective dates thereof, of Lieutenant and Deputy Chief being attached hereto, and the Union further acknowledges that occupants of said positions are not subject to the terms and conditions of this Memorandum of Understanding nor are the responsibilities thereof subject to any duty to bargain.

Section 4. Notice. All notices to the Union referenced in the Collective Bargaining Agreement shall be given to the Union President or a member of the Union Executive Board, and

all notices to the City referenced in the Collective Bargaining Agreement shall be given to the Chief of Police, or his designee, and the Assistant City Manager for Administration. The Union shall notify the City in a timely manner of any personnel changes to the Union Executive Board and the Office of the President, and the City shall notify the Union in a timely manner of any personnel changes in the positions of Chief of Police and Assistant City Manager for Administration.

ARTICLE 2

PLACE OF RESIDENCE

Section 1. (a) Persons appointed to positions in the classified police service prior to May 1, 2013 shall reside within forty (40) miles of the corporate limits of the City of Decatur. Persons appointed to positions in the classified police service on or after May 1, 2013 shall reside within forty (40) miles of the Decatur Police Department, located at 707 W. South Side Drive, Decatur IL 26521. Persons appointed to positions in the classified police service January 1, 2027 and thereafter shall reside within the corporate limits of Macon County, or within the corporate limits of any municipality extending into Macon County. Upon original appointment, an appointee may reside outside said limits but shall be required as a condition of continued employment to comply with said residency requirement no later than ninety (90) days after the completion of said appointee's probationary period. All non-probationary officers residing outside said residency requirement and employed by the City on April 30, 1997 shall not be required to comply with said residency requirement.

(b) Officers who are assigned to K-9 duty by order of the Chief of Police shall reside within Macon County, or meet the residency requirement defined in Section 1 (a) of this article, whichever is more restrictive, for the period during which said officers are so assigned.

Section 2. In the event that an employee cannot report for duty at the assigned time, for any reason related to the location of the employee's place of residence if such is not in Macon County, the employee may call an on-duty command officer to request an emergency holiday if the employee has accumulated holiday time sufficient to cover the duty day or time of delay in reporting to work. The request will be granted, if at the time of the request, the affected shift or unit has staffing sufficient to provide police service at the level required by the anticipated workload for that time period.

If, in the opinion of the command officer on duty at the time of the request, the anticipated workload is such that adequate police service cannot be provided with the reduced staffing caused by the employee's inability to report for duty, or if the Department must provide hireback staffing to meet workload requirements, the employee who fails to report to duty will not receive pay for any time away from duty while the workload conditions remain such that the employee's duty status is required.

If the holiday request is denied by the on-duty command officer, the request will be forwarded to the Chief of Police for final pay status determination.

ARTICLE 3

UNION SECURITY

Section 1. Upon written authorization by an employee filed with the Director of Finance thereof, the City shall deduct from the wages or salary of such employee such sum as is certified by the Treasurer of the Union as initiation fee, assessment, and monthly union dues, which sum so deducted shall be delivered to the Union Treasurer on or before the 15th day of the month next succeeding the month in which such deductions are made. If any employee does not have a check coming to him or such check is not large enough to satisfy said deductions, no deduction shall be made from the wages or salary of such employee for that month.

Section 2. Upon written authorization by an employee filed with the Director of Finance, the City shall deduct from the wages or salary of such employee such sum as is certified by the City or the Treasurer of the Union as premium payment for enrollment in the City or Union dental and/or vision insurance plans. The deductions shall be made on a twice- per-month basis.

Section 3 (a). Although it is agreed that union membership is not a mandatory condition of employment for any employee covered by this Agreement, any employee covered by this Agreement employed before the date of this Agreement, except as provided in sub-paragraph (b) hereof, who has become a Union member or becomes a Union member at any time during the term of this Agreement, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein for withdrawal of membership).

(b). An employee hired after the date of this Agreement and covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Union, shall be subject to the same terms of continued membership as employees in Section 3(a) above.

(c). Every employee who is a member of the Union shall have the right to withdraw from membership with notice to the Union and the City.

Section 4. The Union shall indemnify the City and any department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City or any department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 4

INTERRUPTION OF DUTY

Section 1. While this memorandum is in effect it is understood that there shall be no strike, lock out, slow down, unauthorized absenteeism or interruption of duty or other interference with the efficient operation of the police service.

ARTICLE 5

HOURS OF DUTY AND OVERTIME

Section 1. Hours of duty of employees in the classified police service shall be established so that the average weekly hours of duty in any year other than hours during which members are summoned to or kept on duty shall not exceed 40 hours. Duty hours shall be served by the use of shifts:

First Shift Patrol: 6:00 a.m. to 2:33 p.m. (early cars) and 6:45 a.m. to 3:18 p.m. (late cars)
Second Shift Patrol: 2:00 p.m. to 10:33 p.m. (early cars) and 3:00 p.m. to 11:33 p.m. (late cars)
Third Shift Patrol 9:27 p.m. to 6:00 a.m. (early cars) and 10:27 p.m. to 7:00 a.m. (late cars)
Street Crimes Unit: 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.
Professional Standards: 7:30 a.m. to 3:30 p.m.

The City and the Union mutually desire to consider a new shift arrangement and agree to jointly develop the same prior to its adoption and implementation. Any new schedule adopted shall remain in place for a minimum of twelve months. At the end of this twelve-month period, the City or the Union may elect to return to the duty hours described above. The details of the new shift arrangement shall be as set forth in a Memorandum of Understanding between the City and the Union.

Section 2 (a). Officers may be assigned to a Monday through Friday work schedule for teleserve assignment or position mutually agreed upon by City and Union, at the direction of the Chief of Police.

(b). Employees assigned to the Street Crimes Unit Shifts shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, or as otherwise agreed to by the Chief of Police and the officers involved. Shift hours for the Street Crimes Unit shall be 10:00 a.m. to 6:00 p.m., and 6:00 p.m. to 2:00 a.m.

(c). The Department, as staffing permits, shall allow officers to be off on holiday and/or vacation leave on each of the shifts listed herein. The denial of holiday and/or vacation leave shall not be arbitrary.

(d). Employees assigned to the Professional Standards Division shall have a regular duty schedule consisting of five consecutive eight hour days, Monday through Friday, during the hours of 7:30 a.m. to 3:30 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 3. Assignments to the Street Crimes Unit Shifts shall be made by the Chief of Police from a list of volunteers; provided that, if an insufficient number of volunteers are available, the Chief of Police may assign the least senior employees, in the order of increasing seniority, until such shift staffing requirements as determined by the Chief of Police are met.

Section 4. Vacancies on shifts will be filled from a list of officers who request transfer assignments to the shift. Assignments will be made by Department seniority order. The list will be

effective for six months from the date of the first posting of the personnel memorandum. A new list will be established during the six month period only if too few officers have requested transfer on the current list to fill immediate vacancies.

Section 5. Not less than two nor more than ten uniform patrol units may be utilized as "early cars," as outlined in Section 1. Officers may volunteer to be an early car or it will be assigned by inverse seniority.

Section 6. The Chief of Police may organize the Criminal Investigations Bureau of the Police Service such that the officers assigned thereto are required to report to duty at hours and on days different from those in effect for uniform patrol officers. The Chief of Police, in so doing, shall assign each such employee a regular duty schedule consisting of five consecutive eight hour days, such schedule being either Monday through Friday, Sunday through Thursday or Tuesday through Saturday, with hours to be determined by the Chief of Police. No such employee shall be required to report to duty, other than for emergency call in purposes, earlier than 7:00 a.m. or later than 4:00 p.m., or as otherwise agreed to by the Chief of Police and the officers involved.

Section 7. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

(a). The department may make rules not in conflict with this agreement regarding Overtime.

(b). Overtime authorized for training shall be paid for at one and one half the regular rate of pay of the respective employee. Officers shall be reimbursed for travel, lodging, meals and other justified expenses for training outside Macon County in accordance with the practice in effect as of May 1, 1997.

(c). An employee called to duty, as distinguished from an employee who is held over beyond the quitting time of his regular shift, shall receive overtime pay for the authorized time actually served but for not less than a minimum of two hours. When an employee is required to report for duty one hour or less prior to the time his/her regularly scheduled shift commences, he/she will be paid time and one-half for only the actual time worked prior to commencing his/her regular shift.

(d). Overtime shall accrue and be computed in increments of one-tenth hour and shall be subject to department rules. Time recorded within a one-tenth hour increment which is three (3) minutes or less shall relate back to the last full one-tenth hour mark; time recorded within a one-tenth hour increment which is four (4) minutes or more shall relate forward to the next full one-tenth hour mark. That is, if any employee works three (3) minutes or less of overtime, no overtime shall be recorded as having been worked; whereas if the employee works four (4) minutes through nine (9) minutes of overtime, he will be recorded as having worked one-tenth hour of overtime.

(e). When an employee is required to attend court commencing at a time other than during his regular shift, said employee shall be paid overtime not less than two hours per day, such overtime to be paid at time and one-half the regular rate of pay of the respective employee for time

actually served in court or when an employee is required to attend court commencing at a time during his regular shift and such attendance extends beyond the end of said shift, such shall be considered the same as being held over beyond normal quitting time as provided in sub-paragraph (d). When an employee is required to attend court one hour or less prior to the time his regularly scheduled shift commences, he will be paid time and one-half for only the actual time served in court prior to commencing his regular shift.

(f). When an employee is recalled to court or required to return to court later in the same day, said employee shall be paid overtime not less than one hour and such overtime shall be paid at time and one-half the regular rate of pay of respective employees.

(g). When an employee is required to attend court commencing on his regularly scheduled days off, while on vacation leave or on holiday leave (when the leave is scheduled thirty (30) days in advance), said employee shall be paid a minimum of four (4) hours at an overtime rate and shall also be paid for all hours spent in court beyond the four (4) hour minimum at an overtime rate.

(h). Officers required to work overtime may elect to receive compensatory leave time in lieu of pay at the rate of one and one-half (1 ½) hours leave for each hour of overtime worked. The election to take compensatory leave time shall be given to the officers shift commander in writing prior to the end of the pay period in which said overtime was worked. Such leave shall be taken at the convenience of the employee and the Department in the same manner that holiday time is taken and shall be taken during the annual period of May 1 to the following April 30 in which it was accrued. If such leave is not taken during said annual period, any and all such time remaining on the books upon the commencement of the last pay period in said annual period shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's Retirement Health Savings (RHS) account. Upon the commencement of the last pay period in each said annual period such accrued time shall not be available to the employee for cash or time off. Overtime worked during the last full pay period of said annual period and thereafter shall be compensated by pay or compensatory leave during the succeeding annual period of May 1 to the following April 30. Accumulation of compensatory time shall be limited to no more than 80 hours per employee at any given time. Overtime hours worked beyond that shall be paid at the overtime rate, and not eligible for conversion to compensatory time. Officers may request compensation for any accrued compensatory time off at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

Section 8. The City may establish a policy by departmental rule that witness fees be claimed by police personnel for court appearances. If such is so established, police personnel when appearing at court shall properly claim said witness fees and upon payment thereof shall pay the same over to the City.

If an employee is subpoenaed concerning a case which involved his work as an employee of the classified police service and said employee is paid a witness fee, that witness fee shall be turned over to the City before the employee will be paid authorized overtime for said appearance.

Section 9. If an employee is required to appear in court outside Macon County on a day he is not regularly scheduled to work, he shall be paid for approved travel time in addition to actual court time, said court time not to exceed 8 hours. The City may, with the mutual agreement of the employee and Chief of Police, reschedule off-duty days so that such out-of-county court appearances fall on regularly scheduled duty days.

Section 10.

(a). General

For the purpose of this contract the term "Hireback" shall be used to designate a process used by the Chief of Police for assigning officers to work overtime for special projects. This does not apply to the general overtime process as delineated in Section 7 of this Article. The hireback process shall be used in assignment of officers for Special Events and Special Departmental Operations, i.e., Rat Packs, DUI Program and Gang Suppression.

(b). Special Event Hireback List

(1) The Chief of Police shall establish a "Hireback Procedure" for assigning officers to work all City of Decatur sanctioned special events. For the purpose of this contract a special event is considered to be sanctioned when approved by the City Manager and the Chief of Police for the deployment of police personnel in a hireback status.

(2) All officers of the Decatur Police Department who have been certified for solo patrol duties shall be eligible for hireback for the staffing of special events. If an officer does not wish to be considered for assignment, he/she may submit a letter to the Chief of Police requesting not to be considered for special event hireback. The Chief of Police may also remove officers from consideration as a result of disciplinary action. In all cases, removal from hireback consideration will remain in effect for a period of one year unless reinstatement is authorized by the Chief of Police.

(3) The designated event coordinator shall distribute an event's sign up sheet to each officer thirty days or more prior to the event. To be eligible for hireback work, officers must sign up for a minimum of two slots. The event coordinator shall assign one slot per officer according to departmental seniority until all requested slots are filled. If slots are still available, the coordinator shall fill these slots based on inverse seniority until all slots are filled.

(c). Special Operations Hireback:

(1) All officers certified for solo patrol duties shall be eligible for assignment to hireback opportunities.

(2) Hireback opportunities will be made known to all eligible officers and assignments shall be made at the discretion of the operation coordinator(s) and based on the officer's suitability for the specific assignment; suitability shall be determined by the performance of said employee during one or more previous such assignments. After one year without selection for an assignment,

or upon being informed by an operations coordinator that he/she is not suitable for further assignment, an employee may request a conference with the Chief of Police and the union president and seek an explanation. The Chief shall meet with the officer involved and the union president within a reasonable time following such request, but the Chief shall retain complete discretion to resolve the matter in the best interests of the Department and said officer's decision shall not be subject to arbitration.

(3) Emergency Response Team operations and general call outs of a shift or department level are exempt from overtime hire-back scheduling and shall be conducted at the discretion of the Chief of Police.

ARTICLE 6

SALARIES AND WAGES

Section 1 (a). The salaries and wages set out in EXHIBIT A for the respective classified positions in the police service represented by the Union shall be effective January 1, 2020.

(b). The salaries and wages set out in EXHIBIT B, for the respective classified positions in the police service represented by the Union shall be effective January 1, 2021.

(c). The salaries and wages set out in EXHIBIT C for the respective classified positions in the police service represented by the Union shall be effective January 1, 2022.

(d). The salaries and wages set out in EXHIBIT I for the respective classified positions in the police service represented by the Union shall be effective January 1, 2023.

(e). The salaries and wages set out in EXHIBIT J for the respective classified positions in the police service represented by the Union shall be effective January 1, 2024.

(1). In addition, beginning in 2024, the City will place in each eligible employee's deferred compensation account on December 1, and on each December 1 thereafter, an amount equal to one percent (1%) of their base salary.

(b). It is understood that employees who have retired after January 1, 2020 and before the effective date of this agreement shall be entitled to retroactive pay at the rates set out in Exhibits A, and B, as applicable.

Section 2. Those employees in the police service who have occupied position classifications as set out in Exhibit A for not less than five years shall receive longevity pay, in addition to the wages set out in said Exhibit A as provided in section 3 hereof, according to the following schedule:

Employees with not less than 5 years but fewer than 10 years -	2%
Employees with not less than 10 years but fewer than 15 years -	4%
Employees with not less than 15 years but fewer than 20 years -	6%
Employees with not less than 20 years but fewer than 25 years -	9%
Employees with not less than 25 years -	12%

For patrol officers, the additional percentage referred to herein shall be that percentage of a patrol officer's salary at Step (6) or Step (7), as applicable, as shown in said Exhibits A, B, C or D for the applicable year, and shall be paid pro rata biweekly. For sergeants, the additional percentage referred to herein shall be that percentage of a sergeant's salary at Step (2) as shown in said Exhibits A, B, C or D. for the applicable year and shall be paid pro rata biweekly.

Section 3. Those employees in the police service, excluding probationary employees in the field training phase accompanied by a Field Training Officer (FTO), shall receive $.25 per hour in addition to the wage set out in Exhibits A, B, C, and D for each hour worked between 7:00 p.m. and 7:00 a.m. Probationary employees in the Field Training phase that involves continuous assignment to a Field Training Officer will receive $.25 per hour in addition to the set wage, regardless of the shift assigned, during the FTO training phase. Upon solo patrol assignment, the employee shift differential pay will coincide with hours worked between 7:00 p.m. and 7:00 a.m.

Section 4. The salary and wage applicable to police patrol officers shall be increased by 10% for such officers who are assigned to the Investigations Bureau by order of the Chief of Police for the period during which said officers are so assigned. The salary and wage applicable to police sergeants shall be increased by six hundred dollars ($600) annually, prorated and payable biweekly, for such sergeants who are assigned to plain clothes duty in the Investigations Bureau by order of the Chief of Police, for the period during which said officers are so assigned.

Section 5. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are designated as Master Patrol Officers by order of the Chief of Police for the period during which said officers are so assigned, per Police Department policy A-11, entitled "Master Patrol Officer Selection Process". The employer agrees to meet and confer with the union regarding minor policy changes, e.g., the addition or deletion of a single evaluation criterion, and the union agrees to waive any right to demand formal mid-term bargaining regarding such minor policy changes.

Section 6. The salary and wage applicable to police patrol officers shall be increased by 5% for such officers who are assigned to K-9 duty by order of the Chief of Police for the period during which said officers are so assigned. An officer assigned K-9 duty shall use the last half hour of each work day (including K-9 training days) to provide the proper care and maintenance of the K-9.

Section 7. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, and nothing in this Agreement shall require the payment of overtime or other premium pay more than once for the same hours worked, except that the K-9 officers are entitled to retain their 5% K-9 pay differential in addition to any other premium pay to which they are entitled.

Section 8. An officer required to work out of classification and instead perform the regular duties of a higher classified rank for a period in excess of five (5) days, but not including any such periods worked for training purposes, shall receive the base rate of pay for said higher rank for all days so worked if such pay is in excess of said officer's current salary.

Section 9. Any officer actively performing the duties of a Field Training Officer shall

receive an amount equal to one hour's pay at time and one half for each day the officer performs the duties of a Field Training Officer (FTO) with a probationary employee, or with a non-probationary employee being retrained at the direction of the Chief of Police in regards to the patrol function, in excess of 5 consecutive work days if detailed documentation of the performance is required. It is understood that the one hour's pay at time and one half is in addition to any overtime pay earned pursuant to other provisions of this contract. No more than one FTO per probationary or non-probationary officer will be eligible to receive FTO training compensation pay during any_one work/training shift.

Section 10. The City shall offer employees the option of participation in the "cafeteria plan", currently offered by the City as permitted by Section 125 of the Internal Revenue Code. Participation by an employee shall be on a voluntary basis. Information regarding said plan will be made available to any officer upon request to the Risk Management Division.

Section 11. Officers recruited from other law enforcement agencies may be paid starting wages equivalent to their previous law enforcement experience, but not to exceed that of a DPD Officer with five years on the job. All salary step increases will be based on the combined total of experience awarded at the time of hire, not to exceed 5 years, and the number of current consecutive years of service with the police department. All other benefits allowed under the contract, including longevity pay, will be based on the actual hire date.

Section 12. Officers who recruit a police officer new to the Decatur Police Department shall be entitled to a recruitment bonus of $1,000 per new officer recruited, upon the recruit successfully completing the probationary period. Consistent with this Section, the City's Human Resources Department will establish criteria to identify who is awarded this bonus.

ARTICLE 7

VACANCIES AND PROMOTIONS

Section 1. Vacancies in the classified police service of the city shall be filled and promotions in said service made according to the rules of the Civil Service Commission and applicable provisions of the Civil Service Law for Cities. The City shall notify the Union of any proposed change in the rules of the Civil Service Commission not less than 30 days prior to the consideration and adoption of said change by the Commission.

Section 2 (a). The City agrees to notify the Union of any promotional examinations or any assignment openings, and listed or recommended study materials for such written examination, if any, not less than 45 calendar days prior to the examination or 10 calendar days prior to the filling of the assigned position, as the case may be.

(b). The City shall make all assignments based on articulable facts related to officer performance, experience in the assignment area, work evaluations and seniority. Such facts shall be articulated to any officer applying for an assignment after the assignment has been made, upon written or verbal request for same. An officer may be accompanied by a Union executive board

member when learning of the facts regarding such assignment, but said Union executive board member may only listen and observe and may not participate in the discussion.

Section 3. Employees taking Civil Service promotional examinations shall have the right to review the correct answers and their scores on all portions of such examinations in accordance with the rules of the Civil Service Commission, provided that the identity of the individuals grading the oral portions of the examinations shall not be disclosed.

Section 4. The following procedure will govern all promotional processes for Sergeant:

(a). All examinations shall relate to the knowledge, skills and abilities necessary to perform the critical and essential functions of the position applied for. Eligibility for promotion to the position of Sergeant shall be based on:

1) Oral examination 25 points;
2) Written examination 50 points;
3) Evaluation of work record 20 points;
4) Seniority (0.25 points for each year of service to 20 years) 5 points.
5) Military credit may be applied as prescribed by statute.

(b) Oral Examination

The oral examination shall constitute 25 points of the final grade. The oral examination shall consist of ten (10) questions to be determined by the Chief of Police. All applicants shall be given the same ten questions and all questions will be based on the critical and essential job functions for the position of Police Sergeant. Each question shall have a value of 2.5 points with the total value of the examination to be 25 points. There shall be no partial points awarded. Oral interviews shall be audio and video recorded and shall be conducted and graded prior to the giving of the written examination. The candidates shall be notified of their scores on the oral examination prior to being given the written examination. The City shall provide a copy of the video and audio recordings and the correct answers of the oral exam to the candidate if requested within five (5) business days of the final candidate's oral exam at no expense to the candidate or the Union.

(c). Written Examination

The written examination shall constitute 50 points of the final grade. The written examination shall consist of three (3) parts.

The first part shall test English/analytical skills and shall be worth 12.5 points of the overall written exam score. The second part of the exam shall test written communication skills and shall be worth 12.5 points of the overall written exam score. Together, the first two parts of the exam shall constitute 25 points of the overall written exam score, with each part equally weighed.

The third part of the written examination shall test the applicant's knowledge of selected City of Decatur Ordinances and Decatur Police Department Policies and Procedures. This portion of the exam shall consist only of multiple-choice, true/false, and fill in the blank questions. This part of the exam shall constitute 25 points of the overall written exam score.

All parts of the written testing procedure shall be proctored and scored by a third party, to be determined by the City prior to the posting of the promotional opportunity. Once the tests are scored, the results shall be provided to the City's Human Resources Division, in addition to the Union. If requested within five (5) business days of the posting of the written examination results, the requesting candidates shall be provided their answers and the correct answers for the written exam.

The exam proctor must have qualifications equal to a Ph.D. with teaching experience in English Communications.

(d). Evaluation of Work Record.

The work record scoring for this examination shall be based on an average of the employee's three (3) most recent recently completed full-year Civil Service Annual Performance Evaluations, and commendations and reprimands over the four year period of most recent active duty for the employee. Performance Evaluations filed with the Human Resources Division as of the date of posting of the promotional opportunity will be included in work record scoring. For purposes of this subsection, a "full year" is defined as an annual evaluation period in which the employee is absent from duty and/or on restricted duty status no more than 25% of the total time.

Performance Evaluations:	15 points (maximum)
Commendations/Reprimands:	5 points (maximum)
Total Work Record Score:	20 points (maximum)

Performance Evaluation Scoring shall be as follows. Scoring will be based on the following five (5) performance criteria found on the *Civil Service Commission Annual Performance Evaluation Report*:

1. Initiative
2. Quality of Work
3. Job Knowledge
4. Customer Focus
5. Judgment & Decisions

The employee's performance ratings on each of the above 5 criteria will be assigned values in whole numbers from 1 to 15 for each of his or her three (3) most-recent performance evaluations, with 1 for the lowest "Unsatisfactory" rating on each criterion to 15 for the highest "Outstanding" rating. The average value on each criterion will then be calculated using the employee's three most-recent evaluations. All average values will be rounded to the nearest whole number, where

fractions of .50 or more will be rounded up. The rounded three-year average value for each criterion will then be assigned "points" as follows: no (0) points for an average value of 1 to 9, one (1) point for an average value of 10 to 11, and three (3) points for an average value of 12 to 15. The points earned for the 5 criteria will then be totaled, and this sum, ranging from a minimum of zero (0) to a maximum of fifteen (15) points, shall constitute the employee's Performance Evaluation score.

Commendations/Reprimands Scoring: Shift reprimands and commendations shall only be considered if issued within the twelve (12) month period ending thirty (30) calendar days prior to the posting of the position. All other commendations and reprimands shall only be considered if issued within the forty-eight (48) month period ending thirty (30) days prior to the posting of the position.

Shift/Division Commendation	0.5 points
Department Letter of Commendation	1.0 points
Community Service Award	1.5 points
Award of Valor	2.0 points
Life Saving Award	2.0 points
Shift/Division Letter of Reprimand	minus 0.5 points
Department Letter of Reprimand	minus 1.0 points
Any Suspension of 1 to 3 days	minus 1.5 points
Any Suspension of four or more days	minus 2.0 points

(e). Seniority Points

Seniority points shall be calculated as of the date of the application deadline.

(f). Military Credit

Persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country shall receive preference for promotion to positions in the classified service in the manner provided in 65 ILCS 5/10-1-16, and as such statutory provision is hereafter amended or re-codified. Such preference shall be in addition that otherwise provided therein and not in lieu thereof.

For purposes of this section, "time of hostilities with a foreign country" shall mean any period of time in the past, present, or future during which a declaration of war by the United States Congress has been or is in effect or during which an emergency condition has been or is in effect that is recognized by the issuance of a Presidential proclamation or a Presidential executive order and in which the armed forces expeditionary medal or other campaign service medals are awarded according to Presidential order.

A person taking the promotional examination who qualifies under applicable provisions of the statutes of the State of Illinois for a military preference, in order to receive such preference, shall request in writing that he or she be granted such preference and shall at the same time submit

proof of military service in such form as shall be applicable. The written request for the preference and the proof of military service shall be submitted to Human Resources by the application deadline.

(g). Education Credit

Persons who have earned a university or college degree or completed credit hours at an accredited institution of higher learning such as a university, college or junior college shall receive preference for promotions to positions in the classified service in the same manner as such preference is awarded for military service and in the amounts set out herein:

Associates degree, or sixty (60) college credit hours	2.5 points
Bachelors degree	5.0 points

Five (5.0) points is the maximum total number of points that may be awarded.

The written request for, and proof of, education credit shall be submitted to Human Resources by the application deadline.

(h) Eligibility to take the sergeants examination requires that the police officer must have worked seven (7) years as a sworn officer as of the date of the application deadline. Five (5) years must be consecutive years served with the Decatur Police Department immediately preceding the application deadline. Up to two (2) years of previous service as a full time sworn officer with Decatur Police or in another jurisdiction will be counted towards the seven (7) years.

(i). Violations of the application of the express provisions hereof may be grieved and arbitrated pursuant to Article 20, and the remedy for any such violation may include the adjustment of an applicant's placement on the promotional list. It is agreed, between the City and the Union, that any challenges to the correctness of any question or questions shall be determined in the following manner:

Any officer who wants to challenge his or her answer or score on any portion of the promotional exam shall provide in writing a challenge to any specific question or questions to the Administrative Operations Deputy Chief, or designee, within fifteen (15) business days of the posting of the results of the portion of the exam/score in question. The challenging officer shall be afforded the opportunity to meet with the Administrative Operations Deputy Chief, or designee, within five (5) business days of the challenge to remedy the challenge. If the officer is still not satisfied with the results, the officer shall within five (5) business days of that decision notify the Administrative Operations Deputy Chief, or designee, in writing that he or she would like the issue resolved by a three person arbitration panel. The panel shall consist of the Chief of Police or designee, Union President or designee and a third party to be determined by agreement between the City and Union Executive Board. The decision of the panel shall be final.

All challenges to questions utilized in the testing process shall be determined on the basis of the operational policy or procedure utilized in the Department at the time the test was given.

ARTICLE 8

REDUCTION IN PERSONNEL

Section 1. When the number of persons authorized to a position classification in the classified police service is reduced, the employee with the least seniority in such position classification shall be the first to be reduced in rank or removed from the service if no reduction in rank is possible. When the number of persons authorized to the classified police service is reduced, the employee with the least seniority in the classified police service shall be the first to be removed from the service.

A person reduced in rank shall receive the salary of the reduced rank. A person removed from service shall be considered furloughed without pay. If any position vacated, displaced or abolished because of reduction of force is filled or reinstated, the person last reduced in rank or furloughed from such position as the case may be if otherwise qualified shall be the first person restored or reinstated in such position. When such positions are to be filled or reinstated, notice to the eligible persons shall be given by registered mail at the address filed by said person with the Department. Written application for reinstatement must be made by the person seeking restoration to rank or reinstatement within fifteen (15) days from the date such notice was mailed to said address. A person seeking reinstatement from furlough may be required to submit to examination by physicians of the Civil Service Commission and the police pension board, or either of them, to determine the physical fitness of such person.

ARTICLE 9

DISCIPLINE AND DISCHARGE

Section 1. Upon just cause connected with or reflecting upon the public service, an employee may be administratively disciplined by a shift reprimand, division reprimand, department reprimand or suspension. An employee shall be entitled to comment upon any shift or division reprimand that is placed on record in the officer's file and such reprimand and any comments thereon shall also be forwarded immediately to the Chief if so requested by the employee or a commanding officer.

Section 2. Reprimand shall be done in such manner as not to embarrass the employee before other employees or the public.

Section 3. Suspensions, and discharge or removal from the classified service shall be in accordance with the ordinances of the City, the rules of the Civil Service Commission and the applicable provisions of State Law with regard to Civil Service Law for Cities, except as modified by the provisions of Article 9 and Article 20 hereof.

Section 4. On an employee's anniversary date, no less than one year after disciplinary action is taken, upon said employee's request the Chief will review said employee's work record.

If the problem or deficiency that was the cause of the disciplinary action has not recurred, the Chief will submit a letter to the personnel file so indicating.

Section 5. An employee receiving a suspension may, upon written notification to the Chief of Police and prior to the commencement of such suspension, elect to use any accumulated vacation, compensatory time or holiday leave for the duration of such suspension. If an employee elects to use accumulated vacation, compensatory time or holiday leave in lieu of suspension without pay, the employee waives his/her right to a hearing before the Civil Service Commission or before an arbitrator pursuant to Article 20.

Section 6. Conduct of Investigations

The City shall abide by the provisions of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20.

(a). The City shall observe the following time limits with regard to disciplinary matters:

(1) An officer shall be notified of any investigation or citizen's complaint regarding the officer's conduct or actions within ten (10) duty days of said complaint unless notification would compromise the investigation.

(2) Any officer under investigation shall be provided with a written copy of any oral statement made by such officer within five (5) of the interviewer's duty days from the time such statement was made.

(3) The City shall provide both the officer and the Union all information obtained from the investigation at least five (5) business days prior to any termination hearing.

(4) All grievances filed under Article 20 of the Agreement which challenge disciplinary actions imposing suspension of ten (10) days or more, or termination, may be heard under the expedited procedure described in Exhibit E hereto, but only if the Union so notifies the City, in writing, not later than the end of the fifth (5th) business day following the notice to the employee of the discipline to be imposed, as set out in said Article 20; provided that, no arbitration hearing involving charges which are also the subject of a criminal prosecution may be conducted prior to the termination of said criminal proceedings.

(b). Failure to meet the time limits set out in subparagraph (a) shall not prohibit the City from imposing discipline for the offenses involved.

Section 7. Photo Dissemination

No photo of an employee under investigation shall be made available to the media prior to a criminal conviction or prior to an arbitrator's decision or Civil Service Commission decision.

Section 8. Compulsion of Testimony

The City shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

Section 9. Polygraph

No employee shall be disciplined for refusing to take a polygraph exam and the results of such an exam shall not be admissible as evidence in proceedings before an arbitrator or the Civil Service Commission.

Section 10. Media Information Restrictions

Unless a preliminary criminal offense report has been filed, and to the extent required by law, the identity of an employee under investigation, or the contents of the investigation, shall not be made available to the media unless a decision has been rendered by an arbitrator or the Civil Service Commission.

Section 11. Officers assigned to special assignments, may not be removed for discriminatory, arbitrary or capricious reasons, nor as discipline for incidents not related to the duties of those positions. If an officer is removed for disciplinary reasons related to the duties of those positions, but not including performance, efficiency, or cost, such removal shall be subject to the grievance and arbitration provisions in Article 20 of this agreement.

Section 12. File Inspection

The City shall abide by the provisions of the Personnel Record Review Act (820 ICS 40/I et seq.); any violation thereof, or remedy available there under, shall be subject to the grievance and arbitration sections of Article 20. It is agreed that any material not available for inspection shall not be used in violation of said statute.

Section 13. Use and Destruction of File Material

A finding of a sustained violation with no disciplinary action taken may be used for a period of time not to exceed one (1) year and shall thereafter be removed from the employee's disciplinary history and shall not be used in support of, or as evidence of, adverse employment action.

Unfounded or unsubstantiated internal investigations will not be included in an officer's personnel file but may remain part of his or her personnel record. Un-investigated, unfounded or unsubstantiated internal investigations shall have no bearing whatsoever on any adverse employment action against officers and shall have no bearing on an officer's performance evaluation(s).

Information relating to a traffic accident involving a City vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening traffic accident involving a City vehicle. If

there is a subsequent traffic accident the two year period shall run from the date of the most recent accident and any prior accidents not already removed from the file may be used and/or considered in employment actions. In no event shall any prior incident five (5) or more years old be used or considered in any employment action unless the incident involves a criminal violation that remains within the applicable statute of limitations.

All information, documents, reports, etc. removed from an officer's file shall be turned over to the officer.

ARTICLE 10

VACATIONS

Section 1. The length of annual vacations with pay for employees in the classified service shall be as follows:

(a). After completion of one year of continuous service uninterrupted by resignation or discharge, two weeks.

(b). After completion of seven years continuous service uninterrupted by resignation or discharge, three weeks.

(c). After completion of fourteen years continuous service uninterrupted by resignation or discharge, four weeks.

(d). After completion of twenty years continuous service uninterrupted by resignation or discharge, five weeks.

(e). After the completion of twenty-five years continuous service uninterrupted by resignation or discharge, six weeks.

Section 2. For purposes of Article 10, and only for said Article, "week" shall mean the scheduled duty week of an employee. Further, for the purpose of accrual of vacation leave, and only for such purpose, "week" shall mean 40 hours. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof.

Section 3. Eligibility for vacations shall be based upon the anniversary service date of the employee. Selection of a particular vacation period shall be based upon seniority and in accordance with departmental rules. Employees shall be allowed to take part of their vacation at one period and the remainder at another period. Civilian employees' vacations shall not interfere with vacations of classified police officers.

Section 4. Earned vacation time shall be taken by the employee within 12 months from the date that the same accrues and shall not be accumulated and carried from one 12 month period to the next except in rare cases with the approval of the City Manager or if the employee was requested to delay vacation by such employee's departmental director and the approval of the City

Manager. The employee shall request any vacation carry over at least 30 days prior to his/her anniversary date. In order to secure vacation through seniority rights, employees shall make their vacation requests known between January 1st and April 1st of each calendar year .An employee may request a particular vacation period during this time even if such has not yet accrued provided that such will accrue prior to the time selected. All vacation requests received after April 1st shall be granted in accordance with this agreement on a first come-first serve basis.

Section 5. If the Chief of Police orders a total mobilization of the Police Department, any affected officer whose scheduled vacation has been canceled because of said order, shall be reimbursed for any actual vacation expenses incurred over fifty dollars ($50.00) which cannot be recovered by the officer, upon providing sufficient proof to the Police Chief.

ARTICLE 11

HOLIDAYS

Section 1. Employees shall accrue 8 hours of holiday time on the following days each year:

New Year's Day
Martin Luther King, Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Police Memorial Day (May 1)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 2. When an authorized holiday occurs on Saturday, the previous Friday shall be observed as the holiday and when an authorized holiday occurs on Sunday, the following Monday shall be observed as the holiday.

Section 3. If a holiday occurs during a classified employee's vacation period, the employee shall retain the holiday.

Section 4. Effective December 2018, officers will be permitted to cash out up to 208 accrued unused holiday hours per fiscal year, at their discretion. Cash out will be available during the first business week of June and the first business week of December only. Officers electing to cash out accrued unused holidays will be paid at their rate of pay as of the date of their election. Payment shall be made separately from the Officer's regular wages, shall be deposited into the Officer's deferred compensation account or paid directly to the Officer, at the Officer's discretion, and shall be made not later than the next complete pay period following election.

Section 5. Such time off shall be taken at the convenience of the employee and the Department. In addition, a classified employee required to work on the following holidays shall be paid one and one half (1 ½) times the regular rate of pay for said holidays:

Thanksgiving Day Christmas Day

A classified employee required to work overtime on the holidays listed in this section shall be paid two (2) times the regular rate of pay for any time worked in excess of normally scheduled hours on the holidays. A classified employee called into work on the holidays listed in this section for which he/she is scheduled off shall be paid two (2) times the regular rate of pay for all time worked. A classified employee called into work from an approved paid leave day shall be shall be paid two (2) times the regular rate of pay, and shall retain the paid leave day for use at a later time or for cash buy out, depending upon the type of leave used and pursuant to the terms of this agreement. Holiday pay shall begin at the beginning of the shift on the holiday, and shall continue for the entirety of said shift.

Section 6. To be eligible for holiday pay, the classified employee shall be in pay status and entitled to payment for the entirety of both his last scheduled work shift before the holiday and his first scheduled work shift after the holiday, unless an unpaid absence on the whole or any part of either or both is approved by the City Manager.

Section 7. In the event of conflict between employees as to scheduling of holidays, preference shall be given to the employee with the greater departmental seniority. An employee who has scheduled a holiday in accordance herewith may only be bumped from such by a more senior employee prior to twenty-eight (28) days before such holiday is scheduled to be taken. However, scheduling of holidays for those with greater departmental seniority shall not have preference over the scheduling of vacations for those with lesser seniority. Civilian employees' holidays shall not interfere with holidays of classified police officers.

Section 8. In the event of cancellation of holidays, such cancellation shall be applied first to the employee with least departmental seniority. However, an employee who has scheduled a holiday in accordance herewith may only have it cancelled in favor of a more senior employee prior to fourteen (14) days before such holiday is scheduled to be taken; otherwise cancellations will be applied first to those whose requests were submitted most recently, without regard to departmental seniority. If requests are submitted simultaneously in the instance where they are submitted less than fourteen (14) days before such holiday is scheduled to be taken, the least senior employee's request will be cancelled first.

ARTICLE 12

SICK LEAVE

Section 1. Full-time employees in the classified service shall accrue 8 hours paid sick leave for each month of continuous service uninterrupted by resignation or discharge up to a maximum accumulation of 2,880 hours.

Section 2. Accumulated sick leave days may be used for illness, injury or off-the-job incurred disability. They may also be used for the illness, injury, or disability of an employee's

spouse, parent, or dependent child. One day of accumulated sick leave credit with pay shall be deducted from each employee's sick leave accumulation for each duty day not served due to illness, injury or off-the-job incurred disability of the employee or employee's spouse, parent, or dependent child.

Section 3. No sick leave credit may be used by an employee for the first four hours of the fifth or any succeeding sickness occurrence during any annual period of May 1 to the following April 30. A sickness occurrence is hereby defined as any continuous absence by an employee from scheduled work periods, whether for one or more scheduled shifts, for stated reasons of illness, injury or off-the-job incurred disability for which no physician's verifying statement is provided by said employee to the City. An employee who becomes ill on the job or must leave the job for dependent illness shall not be charged with a sickness occurrence if said employee works a minimum of two hours on the day of said employee's or dependent's illness, or if said employee's immediate supervisor verifies to the City that said employee or employee's dependent was ill.

Section 4. In the absence of evidence of extenuating circumstances an employee who becomes ill, injured or disabled off-the-job shall cause notice thereof to be given to his supervisor not later than two hours before the beginning of his next scheduled duty day. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 5. A physician's statement may be required before sick leave pay is paid. However, in all cases where four consecutive duty days are missed by an employee due to illness, injury or disability, a physician's statement shall be required before sick leave pay is paid. Such statements shall set forth reasons for the employee's inability to perform his duties and shall become a part of the employee's personnel record. Physician's statements will be used in determining from time to time whether or not an employee is able to continue the performance of his duties.

Section 6. Upon retirement from the classified service, an employee shall be paid fifty percent (50%) of his/her hourly pay rate per accumulated hour of sick leave up to 800 hours, and seventy five percent (75%) of his/her hourly pay rate per accumulated hour of sick leave in excess of 800 hours up to 1,600 hours. The payment shall be made to the Retirement Health Savings (RHS) plan established by the union for this purpose.

Section 7. An employee who has accumulated 800 hours sick leave as of May 1st shall be granted 8 hours leave with pay to be used at any time during the year prior to April 30th, an employee who has accumulated 1,920 hours sick leave as of May 1st shall be granted 16 hours leave with pay to be used at any time during the year prior to April 30, to be scheduled in accordance with departmental rules and regulations. Said days leave shall not be accumulated and carried over into the following year except with the approval of the City Manager or if the employee was requested to delay said days leave by the Chief and with the approval of the City Manager. Employees' leave balances shall be maintained in hours, and increments of one tenth thereof.

Section 8. **Pregnancy.** Any employee who becomes pregnant shall be allowed to work light duty until the birth of the child(ren). The employee must provide written approval from the employee's physician for the duration of the specific light duty assignment.

ARTICLE 13

LEAVE OF ABSENCE

Section 1. Leave with pay may be granted a full time employee in the classified service in the event of a death in the immediate family. Such leave shall be granted beginning the day of notification to the employee of the death of the family member and shall extend through the day following the funeral, but not to exceed 48 hours. 8 hours additional leave may be granted for funerals held outside of the State of Illinois upon a showing of necessity for travel. Immediate family includes only: (a) spouse, children, step-children, spouse of children and spouse of step-children; (b) parents or step-parents of the employee or the employee's spouse; (c) brothers and sisters, step-brothers and step-sisters of the employee and of the employee's spouse; and, (d) grandchildren, step-grandchildren, grandparents, and step-grandparents of the employee and spouse's grandparents. Employees' leave shall be recorded in hours, and increments of one tenth thereof.

Section 2. If a serious or unexpected emergency occurs to the spouse or children or a member of the immediate family in the household of any employee in the classified service, such employee will be allowed to leave his duties while the emergency exists. Arrangements to enable the employee to return to duty on the next duty day must be made if the emergency continues beyond the duty day on which it first occurred.

Section 3. A full-time classified employee in the classified police service who is a member of the reserve unit of the armed forces of the United States will be granted leave for military training sessions or schools in accordance with applicable federal and state laws.

Section 4. An employee in the classified service who fails to return to duty at the time specified on his application for leave shall be considered to have resigned from such service in the absence of evidence of extenuating circumstances.

Section 5. A full-time employee in the classified service who is called to serve for jury duty shall be paid his regular salary or wage. Any amount received by the employee for jury service shall be turned over to the City Treasurer. The employee immediately upon being called for jury duty shall notify his immediate supervisor of the time thereof. Employees who complete jury duty prior to the end of their shift shall report to their supervisor and return to duty for the remainder of their scheduled duty day. If jury duty falls outside the employee's regularly scheduled duty day, an employee's scheduled duty day shall be changed to incorporate jury duty time.

Section 6. Employees serving as either President or Secretary Treasurer of the Union shall be granted 1/2 hour leave per month to attend scheduled Union meetings. This leave shall be in addition to any lunch or regular break periods.

Section 7. If an employee who serves as a member of the Union negotiating team is regularly scheduled to work on a day scheduled for labor negotiations, the City will have the records reflect that the employee's duty day was during negotiations, with hour for hour credit up to a maximum of a full duty day.

Section 8. (a). Leave with pay will be granted for members of the Decatur Policemen's Pension Board and members currently serving on the state PB&PA Executive Board to attend official meetings and/or coordinating PB&PA events which are held in the City of Decatur. The Union must submit a written request to the City at least thirty (30) days prior to the date of the leave to be effective.

(b). The Union shall be provided with a forty (40) hour paid leave bank. Such time shall be used for the attendance of labor related training and seminars selected by the Union. Only those employees serving on the Union's bargaining committee and/or grievance committee shall be eligible for such paid release time. The union shall give at least thirty days notice that such employee will be utilizing such paid leave. In cases where it is not possible to give a 30 day notice, permission to use this release time shall be at the discretion of the Police Chief, which permission shall not be unreasonably withheld.

ARTICLE 14

ON- THE-JOB ILLNESS, INJURY OR DISABILITY

Section 1. An employee who becomes ill, injured or disabled shall report to his supervisor such fact as soon as possible.

Section 2. Employees who are on leave of absence from duty for a duty related illness, injury or disability shall be assigned to a shift with duty hours commencing at 8:30 a.m. and ending at 4:30 p.m., Mondays through Fridays, for the duration of the leave.

ARTICLE 15

UNIFORMS/EQUIPMENT

Section 1 (a). Uniforms and equipment required to be worn by employees in the classified police service shall be furnished by the City and shall consist of:

(a) Combination uniform car coat/jacket
(b) Rain clothing
(c) Three (3) pair trousers or slacks
(d). One (1) pair of uniform dress pants

(e) One (1) winter dress shirt
(f) One (1) summer shirt
(g) Outer Uniform Carrier
(h) Three (3) under-carrier summer shirts
(i) Two (2) under-carrier winter shirts
(j) One (1) hat
(k) Sam Brown Belt and Holster
(l) Riot gear
(m) Tie
(n) Taser Strike Platform for outer carrier
(o) OC Spray and holster and outer carrier holster
(p) Expandable baton and holder
(q) Handcuff Case and outer carrier handcuff case and Handcuffs
(r) Ammo Pouches and two (2) Magazines and outer carrier double ammo pouch
(s) Bulletproof vest (As per Section 6 of Article 15)
(t) Gas mask, and gas mask prescription glass inserts if prescribed
(u) Cellular Phone

(b). The department shall be required to provide only one hat per employee. Employees will not be required to wear hats on duty. Employees will only be required to wear hats on special ceremonies, i.e., funerals, as designated by the Chief of Police. Special ceremonies shall not include special events, as specified in the contract. Officers shall be permitted to wear hats during inclement weather, i.e., rain including Department-approved winter fur caps, and stocking caps as defined by Department policy.

(c). If, at any time in the future, the department requires employees to wear hats at a time other than special ceremonies, the department will, prior to modifying this agreement, be required to purchase uniform hats in accordance with the contract language in place prior to March 30, 1998.

Section 2. The employee having custody of any such clothing or equipment or other property furnished by the City shall have the responsibility for the proper care, custody and keeping thereof. An employee may be required to replace any of the above items at his own expense if the item is damaged or lost as result of his failing to properly use, care or keep such property.

Section 3. Police detectives and juvenile officers shall be required to have only one (1) dress uniform.

Section 4. Uniforms and equipment shall be used on duty or at such other times as authorized by the Chief.

Section 5. If items of personal property are lost or damaged in the line of duty, the employee will be compensated for the same up to a maximum of $250.00 per item, except that eyeglasses will be compensated up to a maximum of $350.00 subject to departmental rules; provided that, if a duty weapon is lost or destroyed in the line of duty, the employee will be compensated for the same in a sum equal to the price of the lost or destroyed weapon. The

employee will not be compensated if the loss or damage is due to negligence on the part of the employee.

Section 6. Police body armor shall be considered part of the employee's uniform and shall be worn according to applicable Department regulation. All armor shall meet National Institutes of Justice standards and be capable of stopping ammunition normally issued by the Department.

1. The City shall provide at no cost to all employees a fitted ballistic vest. Such vest shall be approved by the Chief of Police and have a National Institute of Justice Level II rating or higher. The City shall replace such vest at intervals recommended by the manufacturer at no cost to the employee.

2. The City shall allow each employee to purchase a fitted ballistic vest. Such vest shall have a National Institute of Justice Level II rating or higher and be approved by the Chief of Police. In such case the City will reimburse the employee the actual cost of the vest up to the amount the City is then paying for vests that the Department is issuing per this Agreement. The City shall replace such vests at intervals recommended by the manufacturer at no cost to the employee with the vests that the Department is issuing per this Agreement, or reimburse the employee the actual cost of the vest the employee wishes to purchase, up to the amount the City is then paying for vests that the Department is issuing per this Agreement.

3. Employees desiring to retain vests at the time of severance from City employment will be afforded the opportunity to do so by reimbursing the City for the residual value thereof; said residual value to be determined by dividing the purchase price by the manufacturer's recommended replacement interval, and multiplying that amount by the residual percentage of the manufacturer's recommended replacement interval for the vest. Employees are under no obligation to elect to retain vests and reimburse the City. A maximum of one-fourth (1/4) of the bargaining unit membership shall be provided vests in any given fiscal year.

ARTICLE 16

OTHER BENEFITS

Section 1. The City shall provide group insurance for each employee. The City shall also provide group life insurance in the amount of $25,000 for each employee at no cost to the employee.

Section 2. Effective January 1, 2022, employees shall be enrolled in the City's insurance benefit plan with coverages and benefits as described in Exhibit H of this Agreement. Bi-monthly (twice each month) employee contributions for all tiers of coverage are indicated below for calendar year 2021. Employee premiums for 2022 will increase or decrease at the same rate as the overall premium for 2022, but employee premiums for 2022 shall not increase more than

10% over the 2021 premium.

	PJ1005	PJ1009	PE4337
Single Coverage	$36.50	$15.00	$5.00
Single + Spouse	$77.00	$36.00	$18.50
Single + Children	$73.50	$35.00	$18.00
Family Coverage	$114.00	$53.50	$27.00

Effective January 1, 2022, monthly employee contributions for all tiers of the City's insurance benefit plan shall change by the same percentage (increase or decrease) as the plan premium percentage change effective January 1 of that year, as determined by the City's Risk Management Division; except that no annual increase in monthly employee contributions shall exceed ten percent (10%). Changes in employee contributions shall be rounded to the nearest whole dollar. Notice of the plan premium percentage change shall be provided to the Union, and upon written request, documentation substantiating the percentage change shall be provided to the Union at the time of plan renewal.

The city and the union both agree that the failure of the city to not provide health insurance to an employee who elects to opt out shall not constitute a violation of this Agreement. Employees covered by this Agreement shall be allowed to opt out of, or elect not to participate in, the city's health insurance plan. Employees making such an election shall be required to show proof of health insurance coverage through another source to the city. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance, the employee shall not be removed from the city's insurance plan. An employee electing to opt out of the city's health insurance plan shall be allowed to subsequently enroll in the city's health insurance plan only through a COBRA qualifying event. Employees opting out of the city's health insurance plan and who are not enrolled in the city's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for city paid benefits under the city's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee covered by this Agreement whose spouse is also an employee may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the city's insurance plan and be dropped as a dependent under the spouse's coverage.

The City and the Union agree to the formation of a multi-departmental group health care committee (GHCC) comprised of representatives appointed by the city manager, and representatives appointed by each of the city's organized labor groups. Each union group will have up to four (4) representatives on the GHCC. The GHCC will not have authority to bargain changes to contract terms, but will serve as a labor-management interface to better inform employees of possible changes to the city's group health benefits considered by the city, and to better inform the city about the experiences and preferences of employees as it concerns group

health benefit programs. The City agrees to create the GHCC and convene its first meeting no later than July 1, 2022, and to bring matters that change or effect the offerings and services of group health benefit programs to the committee—both those that require amendment of employment agreements, and those that do not require approval of union groups and/or amendment of collective bargaining agreements.

The health services provided shall be in accordance with Exhibit "I" except when the patient is admitted to the hospital or where there is a medical emergency conforming to Blue Cross/Blue Shield's serious and unavoidable emergency conditions. These conditions are:

Emergency Room $150 Copayment (waived if admitted to the Hospital as an Inpatient immediately following emergency treatment or if visit is emergent as per the definition below).

EMERGENT MEDICAL CARE means services provided, which may have started as outpatient or diagnostic services, but are of a medical condition displaying itself through acute symptoms of sufficient severity (including severe pain) such that a prudent lay-person, who possesses an average knowledge of health and medicine, could reasonably expect that the absence of immediate medical attention could result in: i) placing the health of the individual in serious jeopardy; ii) serious impairment to bodily functions; or iii) serious dysfunction of any bodily organ or part. Examples of symptoms that may indicate the presence of an emergency medical condition include, but are not limited to, difficulty breathing, severe chest pains, convulsions or persistent severe abdominal pains."

Section 3. Those employees who retired after January 1, 1980, or were placed on disability pension pursuant to State statute after said date, shall be entitled to belong to the employee and dependent group insurance programs provided for employees under the provisions of this agreement provided that such retired or disabled employees pay the entire premium for such insurance.

Section 4. If an insurance rebate is received for employee dependent medical insurance coverage the City will retain that portion of the rebate that is proportionate to the percentage of the employee dependent insurance premium paid by the City during the time period for which the rebate is made.

Section 5. The City will reimburse the cost of tuition and textbooks for courses directly related to an employee's job and will reimburse half the cost of tuition and textbooks for pre-approved courses indirectly related to an employee's job, up to a maximum of one thousand dollars ($1,000.00) per year per employee. Tuition reimbursement shall be administered in accordance with current Administrative Policy F-470. Approval of courses shall not be unreasonably withheld.

Section 6. The City will deduct from the employee's wages a percentage, in an amount certified by the Union, and pay same to the Union for the purposes of funding the Union's health and welfare plan. All deductions will be made against the employee's pre-tax income and shall be done in accordance with applicable Internal Revenue Service regulations. No such deduction shall be made if all of the provisions of this section cannot be met.

Section 7. The Employee and Union both agree that the failure of the City to not provide health insurance to an employee who elects to opt out shall not constitute a violation of the collective bargaining agreement.

Employees covered under the Police contract shall be allowed to opt out of or elect not to participate in the City's health insurance plan. Employees making such election shall be required to show proof of health insurance coverage through another source to the City. Such proof of insurance must be submitted at the time the employee makes such an election. If an employee is unable to provide adequate proof of insurance the employee shall not be removed from Employer's insurance plan. An employee electing to opt out of the Employer's health insurance plan shall be allowed to subsequently enroll in the Employer's health insurance plan only upon a COBRA qualifying event.

Employees opting out of the City's health insurance plan and who are not enrolled in the City's health insurance plan at the time of retirement, resignation, termination or separation for any other reason shall not be eligible for benefits under the City's health insurance plan and specifically waive any right to them.

The terms of the health insurance summary plan description notwithstanding, any employee represented by the Collective Bargaining Agreement whose spouse is also an employee represented by the Collective Bargaining Agreement may elect at annual plan renewal to opt out as a subscriber in favor of being covered as a dependent under the other employee's family coverage. Any such employee covered as a dependent under the spouse's family coverage may elect at annual plan renewal to resume coverage as a subscriber under the City's insurance plan and be dropped as a dependent under the spouse's coverage.

Section 8. Periodically the Employer may offer an employee 'health fair" with attendance at such fair, when offered, encouraged for all on-duty employees and voluntary for off-duty personnel. Employees who attend the health fair off-duty shall be compensated at the rate of two hours at the employee's regular straight time hourly rate of pay for such attendance for the duration of the fair. Reasonable attempts will be made to accommodate an on-duty officer's desire to attend the fair.

Section 9. In the interests of retaining senior officers longer, all active and currently employed officers covered by this agreement as of September 1, 2022, who are or become eligible for a Decatur Police Pension (including service years transferred into the Decatur Police Pension from another agency), and who have first completed twenty-three (23) years of pensionable police service, by or after September 1, 2022 (including service years transferred into the Decatur Police Pension from another agency), shall during the period from September 1, 2022 through December 31, 2026, be entitled to receive, through deposit into the employee's Retirement Health Savings account, an amount equal to eighty-percent (80%) of the amount of the employee-only premium the city would have otherwise paid (or charged to the employee) had he/she continued on the city's insurance plan after termination or retirement. Contributions made to an employee's Retirement Health Savings account as provided herein shall only be earned and paid out for continued active-duty service between September 1, 2022 and December 31, 2026, and shall be paid on the employee's anniversary date at the end of the 24th and

following years. There will be no credit for, nor accumulation of, partial year credits. Employees who have not completed 24 years of pensionable service as of December 31, 2026 will not be eligible for this benefit. Annual payments to Retirement Health Savings accounts shall be earned and paid annually as provided herein. There will be no credit for, nor accumulation of, partial year credits or for payments for service prior to September 1, 2022.

ARTICLE 17

WORK RULES AND CONDITIONS

Section 1 (a). The City and the Union shall reasonably cooperate insofar as possible to assure the highest standards of safety, health and sanitation in the operation of the Police Department.

(b). The City will provide written notification to an officer of the time(s) the officer is scheduled to receive his/her hepatitis-B shots. In the event that the officer does not complete the hepatitis-B shot series because of circumstances within the control of the officer, said officer will be required to pay for any re-inoculation required for said series of inoculation.

(c). The City will provide, at no cost to the employee, flu shots for any employee who indicates a desire to have the shot.

Section 2. The City may adopt, change or modify rules not in conflict with the provisions of this memorandum for the operation of the Police Services Division and the conduct of the employees in the classified service to encourage and maintain the proper and efficient operation thereof. The Union reserves the right to grieve new or changed departmental rules, policies, or procedures that affect the working conditions of employees.

Section 3. In the absence of evidence of extenuating circumstances immediately upon discovering that an employee in the classified service is unable to report for duty, and not less than a reasonable interval before the scheduled duty time, such employee's supervisor shall be notified of the absence from duty of such employee. This provision shall not be interpreted as condoning repeated absence from duty and evidence of justifiable cause for any absence may be required to be furnished by the employee. In the absence of evidence of extenuating circumstances an employee whose supervisor is not so notified within two duty days from the day on which the employee was first scheduled to report shall be considered to have resigned from the classified service.

Section 4. All employees in the classified service shall report to duty on time and shall faithfully and efficiently perform the requirement of their duties, shall not depart there from until the termination thereof and shall otherwise conduct themselves in a manner as to be a credit to the public service and to increase and promote the dignity of such service and the respect of the public for the same.

Section 5. Disciplinary matters and matters of discharge or removal in or from the classified service shall be governed by the State Civil Service Laws for Cities and the ordinances of the City and the rules of the Civil Service Commission adopted pursuant thereto and pursuant to other applicable State Law.

Section 6. The Police Chief, a Deputy Chief, or a Lieutenant may at any time order any employee assigned to duty as an evidence officer, a street crimes unit member, or an emergency response team member to submit a blood, urine, or hair sample to a testing laboratory for analysis to determine the presence of any drug or other substance the possession or use of which is regulated or prohibited by state law including cannabis. The Chief of Police shall also have the right to order random tests for the presence of such drugs, cannabis, or other substances for all employees. A blood, urine, or hair test for regulated or prohibited drugs or other substances, whether ordered under the provisions of this section or for reasonable suspicion, shall be conducted pursuant to the provisions of Exhibit F of this Memorandum of Understanding. Unlawful use of any such drug or other substance, and including the lawful use of cannabis, shall be cause for dismissal.

Section 7 (a). For purposes of this agreement, but not including reduction in personnel, seniority shall be defined as an employee's length of service in the classified police service from his most recent date of hire. Seniority shall be lost if the employee: (a) resigns; (b) retires; (c) is terminated; (d) is furloughed for more than two years.

(b). For purposes of shift assignment, seniority for sergeants shall be defined as length of service in the classified sergeants' rank, calculated from his most recent date of promotion.

(c). There shall be no bumping of employees from their properly assigned shift.

(d). Vacancies on any shift shall be posted, as soon as practicable after the vacancy occurs. Employees desiring to fill said vacancy would be required to submit notice of their desire to fill the vacancy. The employee, authorized to occupy said position, with the highest seniority submitting such notice to fill the vacancy shall be assigned to fill the vacancy.

(e). New sworn personnel shall serve a probationary period consisting of eighteen (18) months of active service, starting from their date of hire. The probationary period may be extended at the discretion of the Chief of Police if during the probationary period, the probationary employee is unavailable for their regular duty for more than two weeks due to illness, disability, or approved leave of absence (excluding the use of accrued time, i.e. holidays, vacation, comp time). The Chief of Police may also extend the probationary period if the probationary employee agrees to the extension. This section is subject to approval by the Civil Service Commission.

Section 8. For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor/Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor

agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular needs and issues to be addressed.

The Labor/Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process.

A Labor/Management Committee will be created to discuss Voluntary Employee Benefit Plans.

Section 9. The union and the city acknowledge that certain support and assistance tasks may be assigned to sworn peace officers, while other support and assistance tasks may be assigned to non-sworn employees based on the city's security needs, citizen responsiveness requirements, and departmental efficiency.

The city agrees that the recruitment and retention of non-sworn support and assistance personnel will not result in the layoff or termination of any member of the union covered by this agreement.

The city agrees that any employee covered by this agreement and assigned to or regularly performing the duties of a specialized position or assignment as of September 1, 2022, who would be adversely affected by the assignment of a non-sworn employee to their position, will not be displaced from their current specialized position or assignment as a result of the implementation of this program.

The city further agrees to meet and confer with employee representatives of the union serving on the Police Department Labor-Management Committee in advance whenever a new support and assistance position is created, for purposes of evaluating and discussing whether the responsibilities of the proposed new position and job title are best performed by a sworn officer or a non-sworn employee. The City shall have the unilateral authority to determine whether to create a new support and assistance position.

Finally, the city agrees that tasks assigned to Illinois peace officers by State Law or local ordinance will be performed only by sworn members of the union covered by this agreement.

ARTICLE 18

DEATH BENEFITS

Section 1. The City agrees to defray all funeral and burial expenses of any employee of the Police Department killed in the line of duty up to a maximum of Ten Thousand Dollars ($10,000.00). In addition, the City shall pay to the widow, heirs or estate of such deceased employee pay due said employee as the result of unpaid duty time, holiday time, sick time, and vacation time.

ARTICLE 19

BULLETIN BOARD

Section 1. The City agrees to furnish and maintain a bulletin board to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

ARTICLE 20

GRIEVANCES

Section 1. A grievance is hereby defined as an actual dispute between the City and the Union or an employee covered by this Agreement concerning only the application, meaning or interpretation of the express terms of this agreement as they affect the members of the union or said employee.

Section 2 (a). Disciplinary reprimands and suspensions of three (3) days or less duration, may be grieved pursuant to the provisions hereof, but such reprimands or suspensions may not be referred to arbitration as provided in Section 7 hereof; as to such reprimands or suspensions the decision of the City Manager is final. All other disciplinary actions are subject to the provisions of this Article, as modified by this Section.

(b). Suspension in excess of three (3) days, multiple suspensions totaling more than four (4) days within an annual period of May 1 to the following April 30, and discharges, may be grieved pursuant to the provisions hereof, including binding arbitration, and in lieu of any proceedings otherwise available before the Civil Service Commission. In such cases, it shall be unnecessary to file said grievance pursuant to Sections 3 through 6 hereof, the notice to the City Manager's Office provided for herein being sufficient to give the arbitrator jurisdiction of the matter, and said time limits herein provided being the only such limits regarding notice of intent to arbitrate required to be met by such employee, any provisions of Section 8 to the contrary notwithstanding. In order to exercise the option provided for hereunder to refer a matter to an arbitrator rather than the Civil Service Commission, or to have an arbitrator adjudicate a suspension not within the jurisdiction of the Civil Service Commission, an employee must file with the City Manager's Office, in writing, a notice that such employee wishes such suspension or discharge to be referred to arbitration, which arbitration shall be conducted pursuant to the provisions of this Chapter except where expressly modified by the provisions hereof. Such a notice must be filed not later than the end of the fifth business day following the notice to the employee of the discipline to be imposed. Failure to file such a notice within the time limits provided herein shall constitute a waiver of the right of such employee to have said matter arbitrated, and any disciplinary proceedings initiated following such failure to file such notice, if any are required, shall be pursuant to the Civil Service law as provided in Section 3 of Article 11 hereof. A decision by either the Civil Service Commission or an arbitrator shall preclude consideration of the same matter by the other.

(c). The filing of a grievance or a notice of intent to arbitrate under the provisions of this Article precludes the employee from any other review, appeal or hearing otherwise available or required by law, unless expressly permitted herein.

Section 3. No arbitration order or award entered under the provisions hereof may limit or interfere in any way with the powers, duties and responsibilities vested in the City Council under applicable State law.

Section 4. The union or any employee covered by this agreement may submit a grievance in writing to a Lieutenant except that all grievances of suspensions or discharge may be grieved directly to the Police Chief. The grievance shall state in simple and concise terms the nature of the dispute and shall specify the portion of the agreement which the union or the employee feels is being violated. Such grievance must be submitted on a grievance form mutually agreed to by the parties. The Lieutenant shall respond in writing within five (5) business days with his decision. A "business day" for the purposes of this article shall be any day on which the City's administrative offices are open and conducting business.

Section 5. If the union is not satisfied with the Lieutenant's response the written grievance may be referred to a Deputy Chief within five (5) business days after the Lieutenant's decision. The Deputy Chief shall meet with one representative of the union within five (5) business days after receiving the grievance. The Deputy Chief shall respond in writing within five (5) business days with his decision.

Section 6. If the union is not satisfied with the Deputy Chief's response, the written grievance may be referred to the Police Chief within five (5) business days after the Deputy Chief's decision. The Police Chief shall meet with two representatives within five (5) business days after receiving the grievance. The Police Chief shall respond in writing within five (5) business days with a decision.

Section 7. If the union is not satisfied with the Police Chiefs response the written grievance may be referred to the City Manager within five (5) business days after the Police Chiefs decision. The City Manager shall meet with two representatives within fifteen (15) business days after receiving the grievance. The City Manager shall respond in writing within five (5) business days with his decision.

Section 8. If the union is not satisfied with the City Manager's response, the written grievance may be referred to arbitration by so notifying the City Manager's Office in writing within ten (10) business days after the City Manager's decision. The City and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) business days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators from the American Arbitration Association. Both the City and the Union shall have the right to strike two names from the panel with the party striking first to be determined by a coin toss. The remaining person shall be the arbitrator who shall be notified of his selection by a joint letter from both parties, requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Decatur, Illinois, unless otherwise mutually agreed.

Section 9. The arbitrator shall have no authority 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 to him in writing, and shall have no authority to make a decision as to any other issue not so submitted to him or as to any issue not expressly covered by the terms of this agreement. In the event that the arbitrator finds a violation of the terms of this agreement, he shall fashion an appropriate remedy within the limits provided herein. The arbitrator shall have no power to make a decision that is contrary to the laws of the State of Illinois or the United States. The arbitrator shall submit his written decision to the parties within thirty (30) business days of the close of the hearings or the submission of briefs, whichever is later, unless the parties agree to an extension. A decision rendered consistent with the terms hereof shall be final and binding and may be enforced at the instance of either party in the Circuit Court of Macon County. The pendency of any proceedings in the Circuit Court for review of the arbitrator's decision as allowed by law shall not automatically stay the order, of the arbitrator.

Section 10. The costs of any arbitration shall be borne equally by the City and the Union, including the cost of providing the arbitrator a transcript of the hearings. All proceedings shall be transcribed unless mutually agreed to the contrary. Each party shall be responsible for compensating its own representatives and witnesses.

Section 11. No grievance shall be entered or processed unless submitted within thirty (30) calendar days of the date that the employee knew or should have known of the event giving rise to a grievance. Any award to an aggrieved employee for a violation of the terms of this agreement shall be limited to consideration of only the said thirty (30) calendar days immediately preceding the filing of the grievance plus any period thereafter during which such practice continued. If a grievance is not appealed by the union or the employee to the next step in the procedure set out herein within the time limits set forth or as mutually extended in writing, it shall be deemed waived and settled on the basis of the City's last response.

Section 12. The affected employee shall have the right to be present at any of the hearings provided for herein if such employee so chooses.

Section 13. If the union notifies the City Manager's Office that it is referring the grievance to arbitration as provided herein, the Union must, within 45 business days of the date said notice is received by the City Manager's Office, tender to the City a request executed by the Union, and to be executed by the City, addressed to the Federal Mediation and Conciliation Service asking for a panel of arbitrators. Upon the receipt of said panel, the Union must timely notify the City in writing of its ability and willingness to meet with or otherwise confer with the City for the purpose of selecting the arbitrator -said notice must indicate that the Union is prepared to so select the arbitrator within the three weeks immediately following the receipt of said panel. If such executed requests or notices to meet or confer are not provided to the City within the limits established herein, no arbitrator shall have authority or jurisdiction to decide the matter and the same will be deemed settled on the basis of the City's last response. The limits established herein may be extended by mutual agreement, in writing, of the parties.

Section 14. For all disciplinary actions, the Chief of Police will notify the union of the discipline imposed by providing copies of the disciplinary action letters to the union president. In those cases where the union files a written request, the Chief will make available to the union a copy of the disciplinary action file in a timely manner after the discipline is imposed, so as to permit for the filing of a grievance per section 4 of this article, should the union so choose.

ARTICLE 21

CITY AUTHORITY

Section 1. Nothing in this Agreement shall be construed as delegating to others the authority vested by law in the corporate authority of the City and its duly elected or appointed officers or in any way abridging or reducing such authority or infringing upon the responsibilities thereof to the people of the City.

Section 2. Unless otherwise limited by this Agreement, the City retains all management rights and powers granted it by law. Said rights and powers are subject to the terms and conditions of this Agreement and are by way of example but are not limited to the following: the right to establish, discontinue or modify those terms and conditions of employment not controlled by this Agreement; the right to operate and manage all manpower, facilities and equipment, the right to establish functions and programs; the right to set and amend budgets; the right to determine the utilization of technology; the right to establish and modify the organizational structure, the right to select, direct and determine the number of personnel and the right to establish work schedules.

ARTICLE 22

NONDISCRIMINATION

Section 1. During the term of this Agreement neither the City nor the Union shall discriminate with regard to the rights, privileges, power, authority, duty or responsibility of either as to any person with regard to age, sex, marital status, race, color, creed, national origin, political affiliation or with regard to whether any such person is or is not affiliated with the Union.

Section 2. The parties agree that their respective rights and authority shall not be exercised as to violate any provision of this Agreement.

ARTICLE 23

SAVINGS CLAUSE

Section 1. Should any article, section or portion thereof of this Agreement be held unlawful, or unenforceable, by any Court of competent jurisdiction, such decision of the court shall apply only to that specific article, section or portion thereof and insofar as may be possible shall not affect the provisions otherwise appearing herein. The City and the Union agree to renegotiate any such article, section or portion as soon as practicable.

Section 2. This Agreement is the entire agreement between the parties terminating all prior agreements, arrangements and practices expressly covered by the provisions hereof.

Section 3. The masculine gender as used in this Agreement shall be deemed to include the feminine gender, unless in the context of the provision(s) concerned, the feminine gender is clearly inappropriate.

Section 4. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE 24

ENTIRE AGREEMENT

This Memorandum constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Memorandum supersedes and cancels all prior written collective bargaining agreements.

The parties acknowledge that during the negotiations which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, the City and the Union, for the duration of this Memorandum, each voluntarily and unqualifiedly waives that right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Memorandum or with respect to the effects upon employees of the City's exercise of its rights under the Memorandum, even though such subjects or matters or effects may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum.

ARTICLE 25

TERM OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 2020, and shall remain in full force and effect until December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing of its desire to amend the agreement on or before October 1, 2024 or on or before October 1st of any subsequent year. If either party submits such written notice the parties' designated representatives shall commence negotiations not later than November 30, 2024 or November 30 of any subsequent year. Notwithstanding the expiration date set forth above, this entire agreement shall remain in full force and effect during the period of negotiations and until a successor agreement is ratified by both parties.

CITY MANAGER
For the City of Decatur, Illinois

PRESIDENT
Decatur Police Benevolent and Protective Association Labor Committee

DATED this 7 day of September, 2022

DATED this 7 day of September, 2022

ATTEST:

CITY CLERK
City of Decatur, Illinois

EXHIBIT A

POLICE WAGES AS OF JANUARY 1, 2020

increase = 2.25%

STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	1	$29.34086	$1,173.63	$2,347.27	$61,028.99
Six Months	2	$30.07815	$1,203.13	$2,406.25	$62,562.54
One Year	3	$30.80675	$1,232.27	$2,464.54	$64,078.04
Two Years	4	$32.97939	$1,319.18	$2,638.35	$68,597.13
Three Years	5	$34.62806	$1,385.12	$2,770.24	$72,026.36
Four Years	6	$37.06175	$1,482.47	$2,964.94	$77,088.44
Seven Years	7	$38.54421	$1,541.77	$3,083.54	$80,171.96
Sergeant					
Start	1	$44.19718	$1,767.89	$3,535.77	$91,930.14
Six Months	2	$47.30389	$1,892.16	$3,784.31	$98,392.08

EXHIBIT B

POLICE WAGES AS OF JANUARY 1, 2021

increase = 2.25%

STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	1	$30.00103	$1,200.04	$2,400.08	$62,402.15
Six Months	2	$30.75490	$1,230.20	$2,460.39	$63,970.20
One Year	3	$31.49990	$1,260.00	$2,519.99	$65,519.79
Two Years	4	$33.72142	$1,348.86	$2,697.71	$70,140.56
Three Years	5	$35.40719	$1,416.29	$2,832.58	$73,646.95
Four Years	6	$37.89564	$1,515.83	$3,031.65	$78,822.93
Seven Years	7	$39.41146	$1,576.46	$3,152.92	$81,975.83
Sergeant					
Start	1	$45.19162	$1,807.66	$3,615.33	$93,998.57
Six Months	2	$48.36822	$1,934.73	$3,869.46	$100,605.91

EXHIBIT C

POLICE WAGES AS OF JANUARY 1, 2022

increase = 2.25%

STEP		HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	1	$30.67606	$1,227.04	$2,454.08	$63,806.19
Six Months	2	$31.44689	$1,257.88	$2,515.75	$65,409.53
One Year	3	$32.20865	$1,288.35	$2,576.69	$66,993.99
Two Years	4	$34.48016	$1,379.21	$2,758.41	$71,718.72
Three Years	5	$36.20385	$1,448.15	$2,896.31	$75,304.01
Four Years	6	$38.74829	$1,549.93	$3,099.86	$80,596.45

Seven Years	7	$40.29821	$1,611.93	$3,223.86	$83,820.28
Sergeant					
Start	1	$46.20843	$1,848.34	$3,696.67	$96,113.54
Six Months	2	$49.45651	$1,978.26	$3,956.52	$102,869.54

EXHIBIT E

EXPEDITED ARBITRATION RULES

A. Cases subject to the expedited procedure will be heard in chronological order according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.

B. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.

C. Four Arbitrators constituting an "expedited" panel will be selected by the parties. The "expedited" panel will be reviewed every six months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.

D. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two or three consecutive hearing days.

E. Arbitrators will receive all grievance documents and relevant documents from the Professional Standards file at least one week prior to the hearing, at the discretion of the Arbitrator.

F. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not used for purposes of delay.

G. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.

H. The Arbitrator may require witnesses to testify under oath.

I. There shall be a stenographic record of the proceedings.

J. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.

K. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing.

L. The Arbitrator will issue a decision no later than thirty (30) days after the submittal of post-hearing briefs, or sixty (60) days after the completion of the last day of the scheduled hearing if no briefs are to be filed. His/her decision shall be based upon the record developed by the parties before and at the hearing, and shall include a written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

EXHIBIT F

DRUG TESTING TERMS AND CONDITIONS

Section 1. Only laboratories that are agreed to by the Union and the City and that meet the Substance Abuse and Mental Health Services Administration (SAMHSA) standards shall be used to conduct tests, except for tests given by a breathalyzer operator duly certified by the Illinois Department of Public Health. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of six (6) months. The labs must be willing to demonstrate their sample handling procedures to the Union at any time. The labs shall participate in a program of "blind" proficiency testing where they analyze unknown samples sent by an independent party. The labs shall make such results available to the Union upon request. All testing of blood samples shall be by chemical analysis of the blood or blood serum by gas chromatography/mass spectrometry (GC/MS). At the time a blood or urine specimen is taken, the employee shall be given a copy of the specimen collection procedures, the specimens must be immediately sealed, labeled and initialed by the employee to insure that the specimens tested by the laboratory are those of the employee. The required procedures are as follows:

The specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are taken, the individual specimen container shall, in the presence of the employee and a Union representative if requested by the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial same. The specimens shall be placed in the transportation container after being taken. Then the container shall be sealed in the employee's presence and in the presence of the Union representative if so requested by the employee and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available.

Section 2. In the event the test results show the presence of alcohol, presumptions shall apply in accord with the following chart.

Elapsed Time Since Employee Has Begun His Workday to Time Test Was Given	Considered Unimpaired	No Presumption	Presumed to Have Been Impaired
0 Hours – 1 Hour	.05 or less	.05 but not .08	.08 or more
1 Hour – 2 Hours	.04 or less	.04 but not .07	.07 or more
2 Hours – 3 Hours	.03 or less	.03 but not .06	.06 or more

3 Hours – 4 Hours	.02 or less	.02 but not .05	.05 or more
4 Hours – 5 Hours	.01 or less	.01 but not .04	.04 or more
5 Hours – 6 Hours	.00 or less	.00 but not .03	.03 or more
6 Hours – 7 Hours	.00 or less	.00 but not .02	.02 or more
7 Hours - 8 Hours	.00 or less	.00 but not .01	.01 or more

Percent by weight of alcohol in the blood shall be based upon grams of alcohol per 100 cubic centimeters of blood.

The presumptions of the foregoing shall not be construed as limiting the introduction of any other evidence bearing upon the question of controlled substances. Nor do said presumptions in any way limit the right of the City to discipline any employee for the refusal of said employee to comply with the provisions hereof.

An officer who tests positive for the presence of illegal drugs and/or cannabis shall be subject to discharge. Officers ordered to submit to alcohol and/or drug testing shall promptly comply with the order. The testing procedure for the presence of drugs or alcohol shall conform to DHHS SAMHSA guidelines, and the cost of initial and confirmatory testing shall be borne by the City.

A sufficient specimen of the same bodily fluid or material shall be collected to permit for an initial screening, a confirmatory test , and a sufficient amount to be set aside and reserved for later testing by the employee at his/her own expense. In case of urine testing, it shall be a split sample.

Testing shall be conducted according to SAMHSA requirements in effect on the date the specimen is collected. Only confirmed positive results shall be reported to the City through its medical review officer.

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected shall be considered an initial positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST

Initial test analyte	Initial test cutoff concentration
Marijuana metabolites	50 ng/mL
Cocaine metabolite (Benzoylecgonine)	150 ng/mL
Codeine/Morphine	2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL
Oxycodone/Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine/Methamphetamine	500 ng/mL
Methylenedioxymethamphetamine (MDMA)	500 ng/mL

Methylenedioxyamphetamine (MDA)	500 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Concentration of a drug at or above levels established by SAMHSA and in effect on the date the specimen is collected for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrophotometry test on a urine specimen that tested positive using a different initial screening method:

CONFIRMATORY TEST

Confirmatory test analyte	Confirmatory test cutoff concentration
THCA	15 ng/mL
Benzoylecgonine	100 ng/mL
Codeine	2,000 ng/mL
Morphine	2,000 ng/mL
Hydrocodone	100 ng/mL
Hydromorphone	100 ng/mL
Oxycodone	100 ng/mL
Oxymorphone	100 ng/mL
6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL
Amphetamine	250 ng/mL
Methamphetamine	250 ng/mL
Methylenedioxymethamphetamine (MDMA)	250 ng/mL
Methylenedioxyamphetamine (MDA)	250 ng/mL
Steroid Metabolites	
Nandrolone	2 ng/mL
Testosterone to Epitestosterone Ratio (T/E)	>6

Section 3. If the test results establish that the employee is considered to have been unimpaired (alcohol) or negative for the presence of illegal drugs or cannabis, the employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the rate of the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

The City shall notify a Union Executive Board member that the employee has been subjected to testing within sixty (60) hours after the employee has submitted to the test. The City shall make available to the employee a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by management. Reports of a positive test shall, at a minimum, state 1) the type of tests conducted, 2) the results of the tests, 3) the sensitivity (cut-off point) of the methodology employed, and 4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed

results shall be reported to the City. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

At the time of submitting to the testing, an employee shall have the right to request that specimen be preserved for a period of not less than 6 months, except for breathalyzer tests as authorized by the provisions of exhibit D. The City agrees to make arrangements with the medical facility which is performing the testing, to allow for the preservation of the samples as requested.

Section 4. If the test results show the presence of alcohol, cannabis, or any controlled substances the Union shall have the right to request the preserved samples to be sent for testing to a laboratory and chosen from a list of laboratories agreed to by the parties and which meet the SAMHSA Standards. The cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the City, and the employee's records cleared.

Section 5. For random drug tests, the following additional conditions shall apply:

(a) The City will contract with an independent third party to provide random selection services through use of a computerized random number generator program. The City shall specify the percentage of represented positions (which shall be at least 25%) that are to be tested annually, the dates and the number of dates on which the body substance specimens are to be collected. The random number generator will then select the individuals to be tested on each date. Dates may be modified by the Chief of Police in the circumstance of a major case or major event pre-empting testing. Under such circumstances, a new list of employees to be tested shall be generated.

(b) To maintain the security of the selection system, the contractor shall deal exclusively with the Deputy Chief of Police for Administrative Operations or his/her designee for purposes of notifying the City of individuals selected for testing, verifying and updating the pool and supplemental selection of individuals, if necessary.

(c) The Deputy Chief of Police for Administrative Operations or his/her designee shall timely notify the Union President of testing dates, or such other Union representative as has been previously designated in writing by the President. In the absence of the President or designated alternate, the department shall attempt to notify the officers of the Union in descending order of their office. It shall be the obligation of the Union representative to promptly come to the office of the Deputy Chief to participate in the verification of the random drug test pool roster, and verification of the selection of officers to be tested.

(d) On the testing date and upon the arrival of the Union representative, the Deputy Chief of Police for Administrative Operations or his/her designee shall notify the selection contractor to electronically forward the existing random drug test pool roster and the contractor shall sign the roster submitted. Upon receipt of the roster from the selection contractor, the Deputy Chief of Police for Administrative Operations or his/her designee in the presence of the Union representative shall update and verify the roster. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative shall both sign off on the roster and

return it to the selection contractor by electronic transmission. The contractor will promptly do the random selection and return the list to the Deputy Chief of Police for Administrative Operations or his/her designee having signed off on it. The Deputy Chief of Police for Administrative Operations or his/her designee and the Union representative will then check the selection list against the updated roster to insure that all of the names selected are on the roster. Within one week after the testing date, the department shall deliver to the Union signed copies of the initial roster submitted by the contractor, the updated roster returned by the department, and the selection list sent by the contractor. All copies of rosters, lists and other related records shall be maintained in secure storage by both parties, allowing access only on a strict need-to know basis.

(e) The Deputy Chief of Police for Administrative Operations or his/her designee will then sort the selection list by unit and shift for notification of the officers to be tested. After the start of the shift on which the testing is to begin, the Deputy Chief of Police for Administrative Operations or his/her designee shall deliver the respective lists of names in sealed envelopes to the shift lieutenant of the officers to be tested. It shall be the responsibility of the shift lieutenant to ensure that all of the officers to be tested in his/her command report to the collection site as promptly as practical, but in any event before they secure from the shift.

(f) Any officer selected who is on authorized time off which was applied for and approved prior to the date of the test shall be required to report to the collection site on his/her first day back from preapproved leave. Any officer who requests leave of any type on the testing date shall be required to report to the collection site on the shift he would otherwise have been required to report unless he is excused by the Chief of Police for good cause shown. Any officer so excused shall be required to report to the collection site on his first day back to work.

(g) When an officer is selected in the random process, he/she shall promptly report to the appropriate collection site upon the direction of his/her commanding officer or supervisor. He/she shall provide specimens of urine sufficient to allow for "split sample" collection and processing of the specimens.

(h) The City will direct the laboratory to provide to the Union, upon its request, copies of the quarterly statistical summary which shows the number and types of tests performed and the number of tests showing positive or negative.

EXHIBIT H
HEALTH INSURANCE PLAN HIGHLIGHTS EFFECTIVE 01/01/2021

HEALTH INSURANCE PLAN HIGHLIGHTS—EFFECTIVE 1/1/2021

MAJOR PLAN ELEMENTS	Plan PJ1005	Plan PJ1009	PE4437
Deductible: Single (In network) Family (In network)	 $250 per individual $750 per family	 $750 per individual $2,250 per family	 $1,500 per individual $2,800 per family
Max Out-of-Pocket Limit: Single (In network) Family (In network)	 $2,000 per individual $4,000 per family	 $3,000 per individual $6,000 per family	 $3,000 per individual $7,150 per family
HSA eligible	No	No	Yes
PREMIUM CONTRIBUTIONS Bimonthly deduction			
SINGLE Coverage	$36.50	$15.00	$5.00
EMP + SPOUSE Coverage	$77.00	$36.00	$18.50
EMP + CHILDREN Coverage	$73.50	$35.00	$18.00
FAMILY Coverage	$114.00	$53.50	$27.00
COVERAGE FOR ALL PLANS	IN NETWORK		
Hospital benefit Inpatient/Outpatient	80% after deductible	80% after deductible	80% after deductible
Physician Services In Network	80% after deductible	$20 copay Deductible does not apply	80% after deductible
Emergency Care	$150 copay for non-emergency	$150 copay for non-emergency	80% after deductible
Preventive Care: Evidence-based items / services rated A or B as recommended by U.S. Preventive Services Task Force	100% deductible does not apply	100% deductible does not apply	100% deductible does not apply
Prescription Medicines (retail)	$10 Generic, $20 Formulary, $50 Non-Formulary, $50 Specialty	$10 Generic, $20 Formulary, $50 Non-Formulary, $50 Specialty	80% after deductible
Prescription Medicines: Out-of-pocket expense limit	Individual - $1,000 Family - $3,000	Individual - $1,000 Family - $3,000	Included w/ Medical
Private duty nursing	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year	80% after deductible 60 visits per calendar year
Physical/Occupational/Speech therapy	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year	80% after deductible 60 combined visits per calendar year
Chiropractor	25 visits per calendar year	25 visits per calendar year	25 visits per calendar year
Precertification	Failure to pre-certify may result in a reduction in benefits when receiving inpatient services		

NOTE: The above chart represents only a summary of plan benefits and related information, and is provided for illustrative purposes only. It is not intended as a substitute for the plan document. For detailed information on plan benefits, conditions, limitations, and exclusions, please refer to the plan document.

** For OUT OF NETWORK coverage, please refer to the Summary of Benefits and Coverage documents. **

EXHIBIT I

POLICE WAGES AS OF JANUARY 1, 2023

increase = 3.25%

	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	1	$31.67303	$1,266.92	$2,533.84	$65,879.90
Six Months	2	$32.46891	$1,298.76	$2,597.51	$67,535.34
One Year	3	$33.25543	$1,330.22	$2,660.43	$69,171.29
Two Years	4	$35.60076	$1,424.03	$2,848.06	$74,049.58
Three Years	5	$37.38047	$1,495.22	$2,990.44	$77,751.39
Four Years	6	$40.00761	$1,600.30	$3,200.61	$83,215.83
Seven Years	7	$41.60791	$1,664.32	$3,328.63	$86,544.44
Sergeant					
Start	1	$47.71021	$1,908.41	$3,816.82	$99,237.23
Six Months	2	$51.06385	$2,042.55	$4,085.11	$106,212.80

EXHIBIT J

POLICE WAGES AS OF JANUARY 1, 2024

increase = 3.00%

	STEP	HOURLY	WEEKLY	BI-WEEKLY	ANNUALLY
Patrol Officer					
Start	1	$32.62322	$1,304.93	$2,609.86	$67,856.29
Six Months	2	$33.44298	$1,337.72	$2,675.44	$69,561.40
One Year	3	$34.25309	$1,370.12	$2,740.25	$71,246.43
Two Years	4	$36.66878	$1,466.75	$2,933.50	$76,271.07
Three Years	5	$38.50189	$1,540.08	$3,080.15	$80,083.93
Four Years	6	$41.20784	$1,648.31	$3,296.63	$85,712.30
Seven Years	7	$42.85614	$1,714.25	$3,428.49	$89,140.78
Sergeant					
Start	1	$49.14151	$1,965.66	$3,931.32	$102,214.35
Six Months	2	$52.59576	$2,103.83	$4,207.66	$109,399.18

MEMORANDUM OF UNDERSTANDING

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement has been made and entered into by and between the City of Decatur, Illinois (hereinafter referred to as to the "City"), and the Decatur Police Benevolent and Protective Association Labor Committee (hereinafter referred to as the "Union").

Upon the express condition that the language for the following clause of the Collective Bargaining Agreement, as amended herein, is approved by the United States Internal Revenue Service (IRS), for the Union's Retirement Health Savings (RHS) plan, the clause, as amended, will go into effect at such time as approval is received by the City and the Union from the IRS. The clause will have no force and effect until such time as the above condition has been fully met.

ARTICLE 5

HOURS OF DUTY AND OVERTIME

Section 7. Authorized overtime served by employees in the classified police service shall be paid subject to the following conditions and exceptions:

(h). Officers required to work overtime may elect to receive compensatory leave time in lieu of pay at the rate of one and one-half (1 ½) hours leave for each hour of overtime worked. The election to take compensatory leave time shall be given to the officers shift commander in writing prior to the end of the pay period in which said overtime was worked. Such leave shall be taken at the convenience of the employee and the Department in the same manner that holiday time is taken and shall be taken during the annual period of May 1 to the following April 30 in which it was accrued. If such leave is not taken during said annual period, any and all such time remaining on the books upon the commencement of the last pay period in said annual period shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's Retirement Health Savings (RHS) account. Upon the commencement of the last pay period in each said annual period such accrued time shall not be available to the employee for cash or time off. Overtime worked during the last pay period of said annual period and thereafter shall be compensated by pay or compensatory leave during the succeeding annual period of May 1 to the following April 30. All compensatory time accrued in excess of eighty (80) hours during the period of May 1 to the following April 30 shall be purchased by the Employer at the employee's then current rate of pay and the monies deposited by the Employer into the employee's RHS account. Such purchase of excess compensatory time shall be made at the end of each regular pay period so that the affected officer begins the following pay period with a balance of no more than eighty (80) hours of accumulated compensatory time. Officers may request compensation for any accrued compensatory time off, up to and including eighty

(80) hours, at any time. Such compensation shall be made by regular payroll direct deposit on the next full pay period.

All costs associated with services provided by and opinions obtained from the IRS, if any, will be shared equally by the City and the Union.

Except as modified by the provisions hereof, the Collective Bargaining Agreement shall continue in full force and effect. The provisions of this Supplemental Agreement shall supersede the provisions of such collective bargaining agreement in the case of any conflict regarding the subject matter hereof.

CITY MANAGER
For the City of Decatur, IL

DATED this 5 day of March, 2013.

PRESIDENT, Decatur Police Benevolent & Protective Association Labor Committee
For the Union

DATED this 6th day of March, 2013.