

maintain individual health and/or dental premiums, if any. Payment of the officer's premium shall be due on the first day of the month, and in no case later than the tenth (10th) of the month. Coverage shall cease immediately for any officer whose payment is more than thirty (30) days late.

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

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

ARTICLE XIII

SICK LEAVE

13.1 Sick Leave Occurrences and Utilization

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

(B) Any officer who calls in sick on a second non-consecutive day during any one calendar month or who is believed to be abusing the sick leave privilege may be required to report to a doctor provided by the Employer for a medical examination to determine the officer's reason for absence and fitness for duty.

(C) Sick leave shall be used in increments of one-half day (4 or 4.5 hours), depending upon the length of the officer's normal work day, subject to the approval of the supervisor.

13.2 Sick Leave Accrual

Sick leave days shall accumulate at the rate of one (1) work day for each completed month of service. There shall be no maximum on the amount of sick leave days that can be accumulated.

13.3 Sick Leave Payment and Conversion Programs

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

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

(C) Any officer who does not have more than one (1) sick leave occurrence (a duration up to three (3) consecutive days) during the calendar year shall receive a bonus of one (1) sick leave bonus day for the first year, two (2) sick leave bonus days for the second consecutive year, and three (3) sick leave bonus days for the third and subsequent consecutive years. Effective March 1, 2013, sick days used under

FMLA shall be considered for purposes of determining an employee's eligibility for sick leave bonus days. No officer who is terminated, dies or retires shall be eligible for additional compensation in lieu of unused sick leave bonus days. The sick leave bonus days shall not accumulate and must be taken in the calendar year awarded or they shall be forfeited. At the officer's option, the sick leave bonus may be compensated in cash at the rate of \$270.00 for the second consecutive year, and \$405.00 for the third and subsequent consecutive years. The option decision must be made and transmitted to the Deputy Chief of Administrative Services by March 1st of each year or the bonus automatically reverts to sick leave bonus days.

(D) Effective January 1, 2007, an officer's accrued sick leave shall be paid on the occurrence of retirement or death as follows: Effective January 1, 1994, officers or their family upon retirement or death, shall be compensated in cash at 5/12th straight time rate equal to the pay rate at the time of retirement all sick leave accumulated up to 720 hours and be paid straight time rate for all sick leave accumulated over 720 hours and earned prior to January 1, 1994. Beginning January 1, 1994, all sick leave accumulated thereafter by an officer shall be paid at one-half (1/2) the officer's regular straight time hourly rate of pay at the time of the officer's death or retirement for all sick leave accumulated. Officers hired prior to January 1, 1999 shall be compensated for a maximum of 1680 hours of accumulated unused sick leave days and officers hired on or after January 1, 1999 shall be compensated for a maximum of 1200 hours of accumulated unused sick leave days. Employees hired on or after July 1, 2012, shall be compensated for a maximum of 400 hours of accumulated unused sick leave days. No officer shall lose any sick leave accumulated prior to the effective date of this Agreement (the last earned, the first used). Such cap is a limit on payment for sick leave payout upon retirement or death and does not limit the accrual of sick leave as specified in Section 13.2. In order to be eligible for such severance pay, an officer must have completed not less than ten (10) years of service to the Employer. There shall be no minimum age requirement in order for officers to be eligible for such benefits.

13.4 Abuse or Excessive Use of Sick Leave

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

13.5 Sick Leave Advancement

An officer with insufficient accumulated sick leave may, upon request to the Chief of Police, be advanced sick leave from 40 to a maximum of 240 hours of sick leave per calendar year. An officer so advanced sick leave shall be required to pay back such sick leave equal to the amount advanced during the subsequent course of his City employment.

Reimbursement may be accomplished, in whole or in part, by the officer voluntarily turning over vacation, compensatory or personal days to credit the sick leave advancement. Reimbursement for sick leave advancement shall not be taken into consideration for purposes of determining the number of sick days used per year or the eligibility for the applicable sick leave bonus. An officer who fails to pay back the sick leave advancement or whose employment by or with the Department ceases for whatever reason, shall be required to reimburse the Department for such sick leave not paid back and the Employer may have the appropriate amount deducted from the officer's pay.

13.6 Sick Leave Usage and Buyout Rate

Any sick leave accumulated prior to January 1, 2007, will be used prior to sick leave accumulated on or after January 1, 2007, and if paid out pursuant to this Article said pre-January 1, 2007 time will be paid out at an

hourly rate calculated by dividing the annual salary by 2210 hours. Post January 1, 2007 time shall be paid out on the basis of 2080 annual hours.

ARTICLE XIV

INVESTIGATIONS CONCERNING OFFICERS AND DISCIPLINE

14.1 Standards of Discipline

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

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

14.2 Jurisdiction of Civil Service Commission & Disciplinary Review Board

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

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

(C) Further, it is agreed that with respect to the option described in paragraphs A and B above, the grievance procedure of Article VI and the Civil Service hearing procedure are mutually exclusive and that no relief shall be available under Article VI with respect to any matter which, at the officer's option, is appealed to the Civil Service Commission; and no relief shall be available under the Civil Service hearing process with respect to any matter which, at the officer's option, is appealed to the grievance and arbitration procedures of Article VI of this Agreement. Disciplinary suspensions of thirty