

## **ARTICLE XXX**

### **RESIDENCY REQUIREMENTS**

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

#### **30.1 Personally Assigned Vehicles**

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

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

Leland Grove, Grandview, Jerome and Southern View.

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

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

(B) The Parties therefore agree that officers in these specialty units be allowed to reside no further away from Springfield than the boundaries of Sangamon County.

#### **30.3 Specialty Units – Residence Outside The Springfield City Limits**

(A) HNT/ERT

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

2. Any such officer who resides outside the Springfield City limits shall have no personally assigned vehicle.

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

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

(B) Canine

1. Transport

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

b. If a Canine officer resides outside the Springfield City limits, he shall not qualify for a personally assigned vehicle.

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

2. Kennel

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

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

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

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

3. Dog Maintenance

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

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

## **ARTICLE XXXI**

### **EXEMPT RANK RETURN TO THE BARGAINING UNIT**

It is understood and agreed among the parties that in the case of individuals returning to the bargaining unit from an exempt rank, that such persons shall retain all accrued vacation, personal and compensatory leave time. In the case of vacation time, the officer will use any time in excess of the contractual limit within one hundred twenty (120) days from the effective date of his return. Compensatory time and personal business days accrued while in the exempt rank shall be credited to the officer and shall be used in a manner consistent with this Agreement from the effective date of his return to the bargaining unit.

## **ARTICLE XXXII**

### **DURATION ENFORCEMENT AND DISPUTE RESOLUTION**

#### **32.1 Term of Agreement**

This Agreement shall be effective as of the first day of March, 2012, and shall remain in full force and effect until the 29th day of February, 2015. It shall automatically be renewed from year to year thereafter unless either party notifies the other in writing no earlier than one hundred fifteen (115) days and no later than sixty (60) days prior to February 29, 2015 of its desire to modify this Agreement. In the event such notice of desire to modify is given, negotiations shall begin no later than fifteen (15) calendar days after notice is given.