

**AGREEMENT**

**BETWEEN**

**THE CITY OF WILMINGTON, ILLINOIS**

**AND**

**METROPOLITAN ALLIANCE OF POLICE**  
**WILMINGTON POLICE CHAPTER #129**

**January 16, 2023 – April 30, 2025**

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## PREAMBLE

**THIS AGREEMENT** is entered into by the CITY OF WILMINGTON, Illinois (the "City") and the METROPOLITAN ALLIANCE OF POLICE WILMINGTON POLICE CHAPTER, #129 (the "Union") this 16<sup>th</sup> day of January 2023, and is in recognition of the Union's status as the representative of certain of the City's full-time employees and has as its basic purpose the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work; and other conditions of employment for employees of the City in the unit described in Article I hereof. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Union do mutually promise and agree as follows:

**ARTICLE I**  
**RECOGNITION OF BARGAINING AGENT**

**Section 1.1**    **Recognition of Bargaining Agent.** The City agrees during the term of this Agreement to recognize the Union as the sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

All full-time sworn peace officers of the rank of sergeant and below, excluding the Chief of Police, Lieutenants, part-time officers, civilian employees and any supervisory, managerial or confidential employees and all other employees of the City of Wilmington.

The probationary period shall be eighteen (18) months following the officer's date of hire. Time absent from duty or not served shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefit under this Agreement, except as limited by the express terms of this Agreement, which limitations include that the City may suspend or discharge a probationary employee without cause, and such employee shall have no recourse to the grievance procedure or the Wilmington Board of Police Commissioners to contest the suspension or discharge.

**Section 1.2**    **Fair Representation.** The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

**Section 1.3**    **Gender.** In this contract, the pronouns "He, Him, and His" shall refer to both male and female employees equally.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 2.1 Management Rights.** Except as specifically limited by the express provisions of this Agreement, and subject to the powers of the Wilmington Board of Police Commissioners, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to deploy employees both internally and externally to other police-related assignments or functions; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, practices, equipment or facilities or introduce new ones without having to negotiate over the effects of such change; to determine fitness and training needs and to assign employees to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the City Mayor, Police Chief or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of the City.

**Section 2.2 Authority of the Wilmington Board of Police Commissioners.** Except as otherwise modified herein, this Agreement is not intended and shall not be construed to diminish or modify the authority of the Wilmington Board of Police Commissioners, or any successor to it. The parties hereto expressly recognize the existing authority of said Board except as otherwise modified herein.

**Section 2.3 Work Rules, General Orders and Regulations.** The City may adopt, change or modify work rules, general orders and regulations ("work rules"). The City agrees to post or make available in the department a copy of its applicable work rules where such rules exist in writing. Whenever the City changes rules or issues new rules applicable to employees, the Union will be given at least three (3) days' prior notice, absent emergency, before the effective date of the work rules in order that the Union may discuss such rules with the City within that three (3) day period before they become effective if the Union so requests.



**ARTICLE III**  
**PERSONNEL FILES**

**Section 3.1** **Review of Personnel Files.** All employees may review their respective personnel files pursuant to "Access to Personnel Records Act", Illinois Compiled Statutes Chapter 820, Section 40/11 et seq. It is agreed that any grievance related to this Section may be processed only up to Step 3 of the grievance procedure.

**Section 3.2** **Purge of Personnel File.** Any written reprimand, except written warnings regarding violations of major conduct rules, shall be removed from the employee's record if, from the date of the last reprimand, eighteen (18) months have passed without the Police Officer receiving an additional reprimand or discipline for the same or substantially similar offense. Any suspension from duty due to disciplinary action shall remain in the effected officer's personnel file indefinitely.

**ARTICLE IV**  
**UNION SECURITY**

**Section 4.1 Dues Check-off.** While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. The City will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked.

Total deductions collected for each calendar month shall be remitted by the City to an address provided by the Union not later than the fifteenth (15th) of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues check-off may do so at any time upon written notice to the City. Dues shall be withheld and remitted to the Union unless or until such time as the City receives a notice of revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article V of this Agreement (No Strike-No Lockout).

**Section 4.2 Union Indemnification.** The Metropolitan Alliance of Police shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) and for all legal costs including attorneys' fees incurred by the City that may arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the City does not initiate or prosecute such action (other than to enforce the Union's indemnification obligations in light of action brought against the City by a third party).

**Section 4.3 Bulletin Board.** The City will make bulletin board space available in or proximate to the squad room, for posting of Union notices of meetings, the seniority roster, notices of educational opportunities, and notices of extra duty opportunities. The Union shall provide the bulletin board. The Union shall limit its posting of notices and other materials to such bulletin board. The Union shall not use the bulletin board space for posting abusive or inflammatory or partisan political material. All material shall be signed and approved by an authorized representative of the Union prior to posting.

**Section 4.4 Union Business.** Union officers holding the positions of President, Vice President and Secretary shall be entitled to conduct Union business for a period of ten minutes per day while on duty.

**ARTICLE V**  
**NO STRIKE, NO LOCKOUT**

**Section 5.1** **No Strike.** Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary, boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the- rule situation, mass resignations, mass absenteeism, organized interference, or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Officers who violate this clause shall be subject to discipline.

Any grievance filed under this section shall be solely limited to the issue of whether the employee or employees violated this section.

**Section 5.2** **No Lockout.** The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union. A "lockout" shall refer to a refusal by the City to allow employees to work in order to obtain a concession with regard to rates of pay, hours of work and other conditions of employment. This term does not apply to a reduction in force, curtailment of operations or disciplinary action involving termination or suspension.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**Section 6.1 Definition of Grievance.** A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. This grievance procedure shall supersede any other City grievance procedure.

**Section 6.2 Grievance Procedure.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or a Union Officer within seven (7) working days after the occurrence of the event giving rise to the grievance, or within seven (7) working days after the date when the employee or the Union Officer should, using reasonable diligence, reasonably have become aware of the event giving rise to the grievance, in accord with the following procedure (a working day includes all days whether the affected employee does or does not actually work, but shall not include Saturdays, Sundays, and holidays observed by the City):

**Step One: Chief of Police.** The employee shall give written notification of his grievance to the Chief of Police. Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. The employee and a representative of the Union (if requested by the employee) may meet with the Chief to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief or his designee shall give a written answer within seven (7) working days of the date of the discussion.

**Step Two: Appeal to City Administrator.** If the grievance is not settled in Step One, or if a timely answer is not given, the employee may, within seven (7) working days thereafter, file with the City Administrator, a written appeal signed by the employee. The employee and a representative of the Union (if requested by employee) will meet with the City Administrator or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the City Administrator or his designee will give his answer in writing within seven (7) working days of the date of the discussion.

**Step Three: Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the City Administrator and the Office of the Chief of Police within seven (7) working days after receipt of the City Administrator's answer in Step Two.

- A. If the parties are unable to agree upon an arbitrator within seven (7) working days after the City receives the notice of referral, the Union shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Upon receipt of the panel, the Union shall strike two names, the City shall then strike two names, then the Union shall strike one name, and then the City shall strike one name, and the person whose name

remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one ( 1) panel of arbitrators in its entirety and request that a new panel be submitted.

- B. The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of City and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.
- C. The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the City or its Board of Police Commissioners under applicable statutory and case law.

Any decision or award of the arbitrator rendered consistent with this Article, shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the City and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 6.3 Time Limits.** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the City and shall not be subject to further appeal. If the City fails to provide an answer within the time limits so provided, the Union may immediately appeal to the next step. No grievance shall be time barred due to a "clerkal or ministerial error".

**Section 6.4 Investigation and Discussion.** All grievance discussions and investigations shall take place in a manner which does not interfere with City operations. No time spent on grievances or other Union related matters by employees shall be considered time worked for compensation purposes unless the Police Chief provides written authorization to the contrary.

**Section 6.5 Promotions, Demotions and Disciplinary Suspensions of Three or Less Days.** It is understood that promotions, demotions, and disciplinary suspensions of three or less days are subject to the jurisdiction of the Chief and the Wilmington Board of Police Commissioners (or any successor to it) and are not subject to this grievance procedure. However, in the event the Chief takes action against an employee to impose a suspension of three or less days, the employee and a representative of the Union may request a meeting with the Chief to discuss the matter.

**ARTICLE VII**  
**HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME**

**Section 7.1 Purpose.** This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year. It is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Article.

**Section 7.2 Shift Schedule.** Covered employees shall be entitled to pick permanent work shifts on a seniority basis, although the Department may designate how many sergeants need to be on each shift. Said shifts shall be selected on an annual basis. The City shall post each year's schedule on November 1st upon which each officer will pick his desired shift. This does not preclude the right of the City, after first discussing the matter with the Chapter President, to adjust and balance the selections in this process to ensure that at least one Experienced Officer is scheduled for each shift. An "Experienced Officer" is an officer who has two (2) or more combined years of full-time law enforcement service as a police officer for the Wilmington Police Department and/or another state or federal law enforcement agency (including municipal and county agencies). The new schedule will then become effective on January 1st of the following year and will remain in effect until December 31st of the same year. The City may change the established schedule from time to time as operational needs dictate. If a change in the current schedule is contemplated which will affect a majority, more than fifty percent of the bargaining unit, the Chief or his/her designee will discuss such changes with bargaining unit representatives prior to such implementation. The City will give affected employees at least ten (10) calendar days written notice prior to the actual implementation of any deviation from the established schedule.

The City shall provide to all employees covered by this Agreement, a written work schedule for a period of at least ninety (90) days in duration. Said schedule shall be posted at least thirty (30) days prior to its effective date.

**Section 7.3 Normal Workday.** Except as provided elsewhere in this Article, the normal workday will be determined by the shift schedule applicable to each employee. The Chief or his designee shall have the right to modify from time to time the length of employee shifts. For employees working eight (8) hour shift schedules, normal workdays will consist of ten (10) eight (8) hour shifts within a fourteen (14) day work period. For employees working nine (9) hour shift schedules, normal workdays will consist of eight (8) nine (9) hour shifts and one (1) eight (8) hour shift within a fourteen (14) day work period. For employees working ten (10) hour shifts, normal workdays will consist of eight (8) ten (10) hour shifts within a fourteen (14) day work period. For employees working twelve (12) hour shift schedules, normal workdays will consist of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift within a fourteen (14) day work period. Regardless of the shift schedule, the normal pay period and 7(k) work period will be two (2) consecutive weeks (*i.e.*, fourteen (14) consecutive days).

The normal workday for employees working eight (8) hour, nine (9) hour, ten (10) hour or twelve (12) hour shift schedules shall include a thirty (30) minute paid lunch period and two (2) fifteen (15) minute paid break periods provided, however, that the lunch period may not be combined with the break periods. If Officer's lunch is seriously interrupted by emergency work duties, the Officer shall be allowed to take the remainder of the lunch period to account for his full thirty (30) minutes lunch period, work load permitting, at a later point during the same workday.

Prior to utilizing break time, the officer will obtain the permission of the sergeant on duty or the shift commander. Covered Employees, except in emergency situations, will be relieved for meal break near the middle of the shift. If required to work during lunch, covered employees will be paid time and one-half for their meal break. The employer will make every reasonable effort to allow covered employees to fully utilize their break periods.

#### **Section 7.4 Overtime Hours and Scheduling.**

**7.4.1 Overtime Pay.** Covered Employees shall receive payment at time and one-half their regular hourly rate of pay for all hours worked in excess of a regularly scheduled shift. For purposes of overtime calculation, hours worked shall mean and include all hours actually worked, including but not limited to: vacation time, personal days, holiday leave, with the exception of sick time. Sick time will not be included toward the calculation for overtime pay.

For overtime which is planned at least 72 hours prior to the anticipated use, overtime shall (first be offered to full-time covered employees), on a rotating basis. The overtime rotation shall be based on the offer of overtime, regardless of whether or not the overtime is worked.

For overtime which is planned less than 72 hours in advance, every attempt shall be made to distribute the overtime fairly and equitably. Any shift open for less than 72 hours advance notice may be offered to part time officers.

**Section 7.5 Court Time.** An officer who is required by the City to be in court while off duty, shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay for hours spent on court time, with a minimum of two (2) hours compensation. Provided, however, if an officer is required to be present in court in Joliet under this Section, then a three (3) hour minimum shall apply instead, provided the officer leaves from the Wilmington Police Station in a Department vehicle when travelling to such court.

**Section 7.6 Call-Out Pay.** A "call out" is defined as an official assignment of work which does not continuously precede or follow an Officer's regularly scheduled working hours. Call-outs shall be compensated at time and one half (1/2) for all hours worked on call-out. A minimum of three (3) hour's pay will be guaranteed for all call-outs. Officers shall be afforded a minimum of one (1) hour pay for range practice and departmental meetings.

**Section 7.7 Required Overtime.** The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments.

**Section 7.8 No Pyramiding.** Overtime compensation shall not be paid more than once for the same hours under any provision of this Article, this Agreement, State or Federal law.

**Section 7.9 Extra Details.** The parties agree that when extra security or traffic details are available, for example, Jubilees, Carnivals or special events, that these extra details shall be offered to sworn employees who have completed their field training program and have requested to be considered for such assignments on a seniority-rotating basis, and that the extra detail seniority list shall be exhausted before any extra details are filled by sworn part-time or civilian personnel.



**Section 7.10 Compensatory Time.** An officer may elect to bank overtime hours into a comp time bank if previously approved by the Chief of Police. The hours will compute to time and one-half (1½) for the hours worked and allowed up to eighty (80) hours of time. The hours will be taken by the officer as time off, with the approval of the Chief of Police or his designee. Compensatory time off request(s) may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation or an undue burden on operations. In the case that the employee is denied the requested time off, the employee may request a pay out of the bank of time once the denial of time is documented by the Chief of Police or his designee as such and the payout request shall be made on an annual basis before October 30th of each year.

**ARTICLE VIII**  
**VACATIONS**

**Section 8.1 Eligibility and Allowances.** All employees shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment. Employees start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned yearly based on the following schedule for any and all employees hired before 01/01/2012:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>VACATION WEEKS PER YEAR</b>
After one (1) year of employment	Eighty (80) Hours
Upon completing five (5) years of service	One Hundred and Twenty (120) Hours
Upon completing nine (9) years of service	One Hundred and Sixty (160) Hours
Upon completing fourteen (14) years of service	Two Hundred (200) Hours
Upon completing twenty-four (24) years of service	Two Hundred and Forty (240) Hours

The probationary period shall be counted as continuous service when calculating vacation benefits.

Upon termination any earned but unused vacation shall be liquidated in a cash payment to the terminating employee.

For any and all new employees hired after 01/01/2012, the new vacation schedule shall be as follows:

<b>LENGTH OF CONTINUOUS SERVICE</b>	<b>VACATION WEEKS PER YEAR</b>
After one (1) year of employment	Eighty (80) Hours
Upon completing five (5) years of service	One Hundred and Twenty (120) Hours
Upon completing ten (10) years of service	One Hundred and Sixty (160) Hours
Upon completing fourteen (14) years of service	Two Hundred (200) Hours
Upon completing twenty-four (24) years of service	Two Hundred and Forty (240) Hours

**Section 8.2** **Vacation Pay.** The rate of vacation pay shall be the employee's regular straight- time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

**Section 8.3** **Time for Vacations.** Vacation time must be taken during the twelve (12) month period following accrual unless vacation has been denied by the City due to its operations. All scheduled vacation time must be submitted and scheduled for use by October 1st regardless of the date of vacation requested. Any vacation time not used or scheduled by October 1st shall be sold back to the City at the officer's normal rate of pay. The City shall provide a separate lump-sum monetary payment for unused vacation-time by December 1st. Vacation time, once sold back to the City, shall no longer be available for use by the affected employee.

**Section 8.4** **Scheduling.** The time at which an employee shall take his vacation and the length of said vacation leave shall be determined by the Chief of Police or his designee with due regard to the wishes of the employee and particular regard for the needs of the City services. Said vacation shall be scheduled on a seniority basis with the most senior full-time sworn Officers, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all Officers have had at least one (1) opportunity to schedule a vacation. Said selections shall take place between December 1 and January 31st of the following year.

Subsequent to each Officer being allowed an opportunity to schedule vacations, vacations shall be scheduled on a first come first served basis as needed and allowed. A portion of accrued vacation must be taken in "blocks" in accordance with this section. A "block" is defined as an officer's consecutive work days between his/her scheduled days off. An officer must schedule half of his vacation time in block. If the officer has 15 days of vacation time to use, he must schedule a block of at least seven (7) days for his vacation time; if the officer has 20 days of vacation time to use, he must schedule a block of at least ten (10) days for his vacation time; if the officer has 25 days of vacation time to use, he must schedule a block of at least twelve (12) days for his vacation time; and if the officer has 30 days of vacation time to use, he must schedule a block of at least fifteen (15) days for his vacation time.

**Section 8.5** **Calculating Length of Vacation for New Employees and in Year of Severance.** Vacation shall be earned on a pro-rate basis during an employee's first year of employment and in the employee's year of severance. For example, should an employee begin employment during May, then the following January that employee shall have earned 8/12ths of vacation time but may not take such time until completion of the full year. The same shall be true of terminating employment. Employees shall earn credit for vacation on a pro-rate basis as per the example above and shall be paid for such unused time upon severance.

**Section 8.6** **City Emergency.** In case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the City Mayor, the Police Chief or their designee, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

**Section 8.7** **Advance of Pay During Vacation.** If a payday falls during an employee's vacation, the employee may request an advance of his pay which is due to be paid during the vacation. The request must be made in writing on a form to be provided by the City.

**Section 8.8 Termination of Employment.** Upon separation of employment from the City of Wilmington, all officers shall be eligible for accrued prorated vacation pay.

**Section 8.9 Accrual of Vacations for Employees on Special Leave.** Employees on special leave shall accrue vacation benefits as follows:

1. Employees on workers' compensation for an injury incurred while working for the City, public employee disability act leave, military leave, or sick leave for less than one hundred and eighty (180) days shall earn vacation at the normal rate.
2. Employees on special leave without pay shall not earn vacation benefits for the period of the leave.
3. With the exception of officers on military or guard service leave, time off for special leave without pay shall not be counted toward years of service for the purpose of determining the length of vacation due.
4. Employees on any other unpaid leave from the City of Wilmington shall not earn vacation benefits for the period of the leave.

**Section 8.10 Holidays within Vacation Leave.** When a holiday falls within a vacation leave, the employee shall be eligible for one additional day of vacation or a working day off at his request, with the approval of the Chief.

**ARTICLE IX**  
**HOLIDAYS**

**Section 9.1** **General Information.** The following will be recognized as holidays:

New Year's Day	January 1st
Good Friday	Friday before Easter Sunday
Memorial Day	As designated by City Council
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

Holidays shall be observed on the actual day of the holiday.

**Section 9.2** **Holiday Pay.** When a holiday occurs during an employee's vacation period or regularly assigned day off that is not worked, the employee will be paid eight (8) hours straight time, except as otherwise provided in this agreement. When an officer works on a designated holiday, the officer shall be paid time and one half for all hours worked plus straight time for all hours worked. An employee must work his scheduled day before and after a holiday unless he has authorized excuse, including but not limited to sick leave, which will require a doctor's certificate for verification and pay.

## ARTICLE X INSURANCE

**Section 10.1 Type of Insurance.** The City shall provide to all covered employees, for the duration of this Agreement, medical and dental insurance. The City agrees that the insurance coverage to be provided will be similar to typical mainstream coverage as commonly found in the marketplace and shall be no less than the coverage plans provided for the general non-bargaining unit employees of the City. The City agrees that its authority to alter coverage shall not be used to effectively negate its obligation to provide said coverage. The parties acknowledge that health insurance providers only offer a limited number of health plans. The parties acknowledge that the health insurance plans also vary between providers. The parties further acknowledge that the City's selection of health insurance plans is limited to those plans as offered by health insurance providers and consequently the City cannot guarantee a specific level of individual benefit levels in any health plan.

**Section 10.2 Terms of Insurance Policies to Govern.** The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee.

**Section 10.3 Life Insurance.** The City shall provide to all covered employees, for the duration of this Agreement, life insurance in the total amount of fifty thousand (\$50,000.00). The total cost of the life insurance benefits are to be paid by the City.

**Section 10.4 Limitation of Liability.** It is agreed that the extent of the City's obligation under this Article is limited solely to the payment of the cost of the premiums for the insurance program provided hereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and as governed by the terms and conditions of the insurance policies issued to provide such benefits. Neither the City nor the Union shall themselves be obligated to pay any insurance benefits provided for in this Article directly to employees or their dependents or beneficiaries.

**Section 10.5 Prescription Card.** In the event that the City offers prescription card coverage to all other City employees, then the City shall provide to all covered employees, for the duration of this Agreement, a prescription card for use in providing prescriptions to the employees and the dependents of the same type and under the same conditions as is provided to all other City employees.

### **Section 10.6 Employee Health and Dental Premium Contribution.**

The City shall provide the option of HMO, HSA, and PPO insurance to all employees covered by this agreement. For any employees hired before 01/01/2012, the employee will not pay any contributions for HMO or HSA insurance and there will be a 15% employee contribution if he chooses a PPO.

The following insurance arrangements shall apply to any and all employees hired by the City of Wilmington after 01/01/2012:

	<b>HMO</b>	<b>HSA</b>	<b>PPO</b>
Single Coverage	covered in full by City	covered in full by City	15% employee contribution
Single + Dependent	10% of premium difference covered by employee	10% of premium difference covered by employee	20% employee contribution
Family Coverage	15% of premium difference covered by employee	15% of premium difference covered by employee	25% employee contribution

**ARTICLE XI**  
**SICK LEAVE**

**Section 11.1 Purpose.** The purpose of sick leave is to provide the employee with protection against loss of income due to personal sickness or injury, or for necessary care of an employee's immediate family, or for physical examinations or medical consultations which prevents the performance of normal job duties.

Sick leave may be taken because of personal illness, disability, or for the necessary care of the employee's immediate family. Sick leave may also be used for physical examinations and medical consultations.

**Section 11.2 Sick Leave.** Each employee shall accumulate sick leave at the rate of ninety-six (96) hours per calendar year. From May 1, 2021 through April 30, 2023, sick leave may be accumulated at a maximum of nine-hundred sixty (960) hours. During that same time period, any time accrued over the amount of nine-hundred sixty (960) hours will be paid to the employee at their regular rate of pay at that time, and checks shall be given for said unused sick leave between January 1st and January 31st of each year.

On May 1, 2023, employees with at least seven years of service as a Wilmington Police Officer and who have in excess of three hundred and fifty (350) sick hours will have the cash value of that excess amount deposited into a 401A account that was previously established for the employee (as described in Section 14.8 of this Agreement). Every May 1 thereafter, employees who have at least seven years of service as a Wilmington Police Officer and who have in excess of three hundred and fifty (350) sick leave hours will have the cash value of that excess amount (not to exceed seventy-two (72) hours) deposited into the employee's aforementioned 401A account. The employee's remaining sick leave balance will then be reduced to 350 hours. For example, if an employee on May 1, 2024 has a 401A account established per Section 14.8, and also has 446 accrued sick leave hours in his bank, the employee's sick leave bank will be immediately reduced to 350 hours with the cash equivalent of 72 sick leave hours being deposited into the employee's 401A account.

Prior to May 1, 2023, upon normal retirement (i.e., after completion of twenty (20) years of credited service with the City of Wilmington and age 50 or more) or death as a result of a line-of-duty injury, an employee shall be compensated for unused sick leave at the rate of one hundred percent (100%) of his regular rate of pay on the date of retirement for all accrued and unused sick leave days accumulated as of his last day of scheduled work. This termination benefit only accrues in the event that the employee's retirement is not the result of threatened or actual disciplinary action. On and after May 1, 2023, this paragraph will sunset and no longer apply to employees.

As a condition to eligibility for paid sick leave under this Section, the City may require any employee to submit a physician's certification of illness for sick leave of three (3) or more consecutive workdays or when the employee (i) has had repeated illnesses of shorter periods, (ii) calls in sick on the day of, before or after a holiday, vacation day, or day off, or (iii) calls in sick within two weeks of his announced last day of employment; (iv) in such circumstances where the City has reason to believe that the employee may not be ill.

The City may also require a physician's verification that the employee is well enough to return to work.



Planned sick leave may not be granted in units of less than four hours. Sick leave may not be used to extend an employee's vacation time.

**Section 11.3 Personal Days.** In addition to sick days as set forth in Section 11.2, each employee covered by this agreement shall accumulate forty (40) hours per calendar year, to be used at the employee's discretion, subject to the approval of the Chief of Police or his/her designee. Personal days may be accumulated in the same manner as sick leave described above and will be applied toward the officer's maximum accumulation of earned and unused sick time as described in Section 11.2.

**Section 11.4 Notification of the Police Department.** To receive compensation while absent on sick leave, the employee shall notify the Police Department, through the on-duty dispatcher, not less than two (2) hours before the start of the shift. A failure to timely report an illness shall be considered as absence without leave.

**Section 11.5 Incentive for Not Using Sick Leave.** Compensation will be given to any employee who does not call off on sick leave for a period of six (6) months in the form of one (1) personal day, calculated at the officer's regular scheduled shift and rate of pay on a regular shift.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

**Section 12.1 Unpaid Leave of Absence.** A leave of absence without pay request must be in writing, should specify the reason for the leave and the duration. The request must be submitted to the Chief of Police. The request must be approved jointly by the Chief of Police and the City Council.

Approval of leave without pay is dependent upon circumstances in each individual case. Benefits and vacation do not accrue during unpaid leaves of absence. Vacation time must be used before a leave of absence is granted.

Ordinarily leaves without pay will not be granted for a period of more than thirty (30) days. In exceptional circumstances, extended leaves may be considered. Under no circumstances will an unpaid leave of absence be granted for employment with another employer.

**Section 12.2 Reinstatement.** Upon expiration of regularly approved leave without pay, the employee shall be offered a position comparable to that held at the time the leave was granted.

**Section 12.3 Jury Duty.** An employee covered by this agreement called for jury duty by any judicial or administrative tribunal shall be allowed time away from work, with pay, for such purposes. The employee shall provide proof of service. All covered employees shall turn over to the City any payments received for the service therefore.

**Section 12.4 Funeral and Emergency Leave.**

- a. Full-time bargaining unit employees may be granted up to thirty-six (36) consecutive scheduled hours with pay in the event of the death or serious injury of a spouse, child, step-child, mother, father, grandchild, grandparent, sister or brother. Full-time bargaining unit employees may be granted up to thirty-six (36) consecutive scheduled hours with pay to attend the funeral of a family member as set forth above, where the funeral takes place five hundred (500) miles or more away from the city. Twenty-four (24) consecutive scheduled hours will be granted with pay on the day of the funeral to attend the funeral of a father-in-law, mother-in-law, son-in-law, daughter-in-law, or member of the employee's household who lives with the employee, or in other instances when approved by the Chief of Police.
- b. Upon demand of the Chief of Police, employees shall submit written official documentation (a copy of the obituary or death certificate) showing and verifying the need for the use of funeral leave.

**Section 12.5 Military Leave.** Military leave shall be granted in accordance with existing State and Federal laws.

**Section 12.6 Absence Without Leave.** Absence without leave is any absence from job responsibility without prior notification to and approval of the employee's supervisor. Unauthorized leave of absence shall be without pay and shall be the basis for disciplinary action. Three (3) consecutive days of unauthorized or unapproved leave shall constitute voluntary resignation. Reinstatement may be granted

at the City's own discretion if the employee submits an acceptable reason for not providing prior notification.

**Section 12.7 Maternity Leave.**

A. Maternity Light Duty Requests During Pregnancy

Upon written documentation from an officer's health care provider showing a medical necessity for "light duty", said "light duty" shall be granted to any female officer if such an assignment is available and consistent with the staffing needs of the Department.

B. Maternity Leave

All officers covered by this agreement shall be entitled to seek unpaid leave in relation to the birth or adoption of a child in accordance with their rights and responsibilities under the Family and Medical Leave Act (FMLA). If additional leave is required beyond what is provided under the FMLA, an officer may seek additional unpaid leave pursuant to Section 12.1 of this Agreement. An officer may elect to use accrued paid leave during any leave obtained under this Section.

**Section 12.8 Voting Time.** An employee who is eligible to vote in primary and general elections shall be granted time to vote if work for the employer would cause the employee not to have the opportunity to vote.

**Section 12.9 Insurance Coverage while on Leave.**

- A. An employee may maintain insurance coverage while on any unpaid leave, other than FMLA leave by paying to the Employer, in a manner prescribed by the Employer, the entire monthly premium.
- B. Employees on FMLA leave shall have their insurance coverage maintained as if they continued to be active employees. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on FMLA leave shall pay the employee portion of the premium in a manner prescribed by the Employer.
- C.
  - 1) Employees who are not eligible employees for FMLA leave, and who take Maternity Leave pursuant to Section 12.7, shall have their insurance coverage maintained as if they continued to be active employees. In the event employee premium contributions are required to maintain insurance coverage for active employees, an employee on Maternity Leave shall pay the employee portion of the premium in a manner prescribed by the Employer.
  - 2) Employees, who are eligible employees for FMLA leave, and who take Maternity Leave pursuant to Section 12.7, may maintain insurance coverage while on Maternity Leave, by paying to the Employer, in a manner prescribed by the Employer, the entire monthly premium.

**Section 12.10 Benefits and Seniority During Leave.** Employees exercising their rights under this article shall not lose seniority and benefits as allowed and/or provided in this agreement by virtue of being on a leave as contemplated in this article.

**ARTICLE XIII**  
**SENIORITY**

**Section 13.1** **Definition: Acquisition and Retention.** "Seniority" shall be defined as the length of full-time continuous service since each patrol officer's most recent date of hire. Upon completion of the probationary period, a patrol officer's seniority shall relate back to his most recent date of hire as a patrol officer and shall be retained until occurrence of one of the following:

voluntary resignation;

termination / discharge;

absence from active employment for a period equal to the patrol officer's length of service or one (1) year, whichever is less;

retirement;

failure to report for work upon the conclusion of a leave of absence or vacation; failure to report for work without notice for a period of two (2) consecutive scheduled work days.

**Section 13.2** **Seniority Lists.** The City will post a current seniority roster on or about the effective date of this Agreement and, thereafter, on or about January 1st of each year.

**ARTICLE XIV**  
**WAGES**

**Section 14.1 Wage Schedule.** Employees shall be compensated in accordance with the wage schedules attached to this Agreement, as Appendix C. Regular wages earned shall be paid through direct deposit only, into an account duly designated by the employee. Officer's to so designate such an account within ten (10) days of the execution of this agreement. Newly hired certified officers with prior law enforcement experience may be placed at the City's sole discretion at either Years 1, 2, 3 or 4 of the wage schedule in Appendix C of this Agreement, provided that such placement shall not reduce the probationary period or otherwise affect seniority in the unit.

**Section 14.2 Reimbursement for Expenses.** When an employee of the City is on City business, pursuant to said duty, such as training, pick-up and/or delivery of prisoners, out of state travel on City business, said employee shall be reimbursed for expenses in the following manner: (a) up to a maximum of \$10.00 per full day for meals, provided that an officer attending a training class which is more than eight (8) hours in duration shall be entitled to compensation for one meal without regard to where said training is conducted; (b) if an employee is required to use his personal vehicle, he shall be allowed the prevailing I.R.S. rate per mile as a reimbursed expense; (c) if an employee is required to utilize overnight lodging and over 60 miles outside of city limits while traveling on City business, he shall be reimbursed this expense, however, employees are expected to be reasonable in their selection of accommodations; (d) all travel on City business outside an area of three hundred (300) miles from the City of Wilmington shall be by air (economy fair) unless the Chief of Police authorizes another mode of transportation and for travel inside an area of three hundred (300) miles from the City of Wilmington the employee will be provided with transportation expenses for the mode of travel approved by the City Council (train, City vehicle, personal vehicle, etc.). Any out of pocket expenses such as tolls, emergency repairs, parking, etc. shall be reimbursed upon presentation of receipts.

In order for an employee to be eligible for the above reimbursements, including meals, mileage and lodging, the employee shall comply with the City Ordinance pertaining to travel, meal, and lodging expenses, as amended from time to time by the City. The reimbursable expenses shall be paid to the employee on the next scheduled bill listing.

**Section 14.3 Outside Employment.** All covered employees of the City of Wilmington covered by this Agreement shall not be employed in other occupations without the approval of the Chief of Police or his designee. This applies to any form of non-city activity, whether part-time, temporary or permanent, for which the covered employee receives money, goods, services or other forms of compensation.

- A. Employees wishing to hold outside jobs shall apply, in writing, to the Chief of Police or his designee. In granting or withholding permission, the Chief of Police or his designee shall consider whether or not outside employment will conflict with his/her official responsibilities or interfere with the covered employees' performance in the City service.
- B. All requests, whether approved or disapproved, shall be placed in the employee's personnel file.
- C. Each change in outside employment shall require separate approval.

- D. While working an outside job, except when on assignment on special details, covered employees are not covered by workman's compensation insurance carried by the City and for this reason the Chief of Police or his designee may disapprove a request to do outside work if he feels it to be too hazardous.
- E. Prior to accepting any outside security employment the employee shall provide to the Chief of Police a signed Hold Harmless Agreement between the employee and the City. See attached Appendix "A".

**Section 14.4 Longevity Pay/Milestone Pay.**

A. Longevity Pay. All covered employees hired before 01/01/2012 shall be paid longevity pay in addition to their base salaries. They will be paid the entire amount, subject to State and Federal Laws regarding withholding, on the payday following each anniversary date according to the following schedule:

Anniversary date after 7, 8 and 9 years of service	\$500.00
Anniversary date after 10, 11, and 12 years of service	\$750.00
Anniversary date after 13, 14, and 15 years of service	\$1,000.00
Anniversary date 16, 17, and 18 years of service	\$1,250.00
Anniversary date after 19 years of service and at the of each year afterwards	\$1,500.00

Longevity checks shall be payable in a separate check by the City apart from the Officer's normal pay check. Such longevity pay is to be included in the Officer's pension benefit calculations.

B. Milestone Pay. All covered employees hired after 01/01/2012, longevity pay will turn into a one-time milestone payment as follows:

Upon completion of ten (10) years of police service	\$1,100.00
Upon completion of fifteen (15) years of police service	\$1,700.00
Upon completion of twenty (20) years of police service	\$2,000.00
Upon completion of twenty-five (25) years of police service	\$2,250.00

**Section 14.5 Officer in Charge (OTC) and Field Training Officer (FTO) Pay.** All covered officers directed to act in the capacity of Officer in Charge (OIC) shall receive additional compensation of \$1.00 per hour for all hours worked prior to May 1, 2022. After May 1, 2022, all covered officers directed to act in the capacity of OIC or a Field Training Officer (FTO) shall receive additional compensation of \$1.50 per hour for all hours worked in those capacities. In the event an officer is directed to simultaneously serve as an OTC and FTO, the officer will receive \$3.00 per hour for all hours the officer is directed to simultaneously work in both capacities.

**Section 14.6 Canine Officer Specialty Pay.** Effective May 1, 2011, all covered officers assigned to the position of Canine Officer shall receive additional compensation of \$1,000.00 per year added to their salary for so long as they are assigned to that position in recognition of their additional canine care responsibilities. Effective May 1, 2011, all covered officers assigned to the position of Investigations

shall receive additional compensation of \$1,000.00 per year added to their salary for so long as they are assigned to that position. Any officer that holds more than one (1) specialty position shall receive specialty pay for only one specialty position.

**Section 14.7 Truck Certification Stipend.** Effective January 1, 2023, covered employees who have successfully completed a 40-hour basic truck enforcement course shall be entitled to a \$750 gross stipend (less any deductions required by law) every July if the aforementioned employees achieve fifty-six (56) stops of commercial vehicles (as defined by 625 ILCS 5/18b-101), between and including January 1 and June 30. The aforementioned employees shall also be entitled to a \$750 gross stipend (less any deductions required by law) every January if they achieve fifty-six (56) stops of commercial vehicles (as defined by 625 ILCS 5/18b-101), between and including July 1 and December 31. The parties agree that an employee does not have to issue any citations or other negative enforcement actions to commercial vehicle drivers in order to qualify for the aforementioned stipends.

**Section 14.8 401A Plan.** Effective May 1, 2023, the City will establish a 401A account for each covered employee who is employed with the City on May 1, 2023. The start-up amounts will be funded on May 1, 2023 by the cash equivalent of the excess sick leave hours described in Section 11.2 of this Agreement. For example, if an employee with at least seven years of service as a Wilmington Police Officer has 960 hours of accrued sick leave on May 1, 2023, the City will establish a 401A account for that employee with the cash equivalent of 610 sick leave hours at the employee's then straight-time hourly rate of pay, and the employee's accrued sick leave bank will then be immediately reduced to 350 hours.

Thereafter, the City will have no obligation (other than what is required by Section 11.2) to contribute any additional City funds into the 401A Plan accounts, and the City will not be liable for any tax implications of employee participation and/or deposits into the 401 Plan. Employee participation and deposits into the 401A Plan will be governed by the terms and conditions of the 401A Plan document and Section 11.2 of this Agreement. Any disagreements about the operation of the 401A Plan (beyond the sick leave contributions described in this Agreement) will not be subject to the grievance-arbitration process in this Agreement.



**SECTION XV**  
**MISCELLANEOUS PROVISIONS**

**Section 15.1 Ratification and Amendment.** This Agreement shall become effective when ratified by the City and the Union and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**Section 15.2 Bill of Rights.** The parties to this Agreement acknowledge the rights and issues set forth in the "Uniform Peace Officer's Disciplinary Act" (50 ILCS 725/1 et. seq.), and agree that any disciplinary action shall comply with the terms and provisions of said act when applicable.

The parties agree that any violations of this Section shall not be subject to the Grievance Procedure as set forth in this Agreement.

**Section 15.3 No Discrimination.** Neither the City nor the Union shall discriminate against any Patrol Officer because of race, sex, creed, color, religion, or national origin. The Union agrees to represent all Patrol officers fairly and without regard to Union affiliation, non-affiliation, or dis- affiliation.

The parties agree that any violations of this Section shall not be subject to the Grievance Procedure.

**Section 15.4 Promotional Exams.** The City through its Board of Police Commissioners agrees to abide by the statutory guidelines for notice of promotion exams pursuant to Illinois Compiled Statutes Chapter 65 Section 5/10-2.1 et seq. or as modified.

**Section 15.5 Discipline.** If the City has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

**Section 15.6 Minimum Staffing.** The employer agrees to maintain a minimum staffing requirement of two uniformed patrol officers, covered by this agreement, per shift except as set forth below. For the calculation of minimum staffing requirements, one Deputy Chief or Lieutenant may be included in the calculation. In the event one of the two uniformed patrol officers initially scheduled to work cannot do so, whether due to vacation, illness, injury, or for some other reason, but is planned less than seventy-two (72) hours in advance, the employer reserves the right to utilize non-bargaining unit personnel to fill the vacancy provided at least one (1) bargaining unit employee is on duty. For anything more than seventy-two (72) hours, and no full-time officer accepts overtime detail, Employer may offer the overtime to a part-time police officer.

During the Term of this Agreement, the City shall not employ more than nine (9) part-time officers without Agreement from the Union.

**Section 15.7 Random Drug Testing.** If at any time during this agreement the City adopts a random drug testing policy for non-union City employees, the Union will have no objections, and said policy will be applicable to the Union. The City agrees to provide a copy of any such policy to the Union fourteen (14) days prior to its implementation.

**Section 15.8 Training Reimbursement Agreement.** The Union and the City agree that all newly hired bargaining unit officers after the execution of this Agreement will be required as an express condition of employment to sign the training reimbursement agreement attached as Exhibit D to this Agreement. The Union agrees that the City has a right to enforce the terms of the attached training reimbursement agreement against an officer who separates from City employment.

**ARTICLE XVI**  
**DISCIPLINE**

**Section 16.1 Definition.** Non-probationary employees shall only be disciplined for just cause (when discipline is reviewed by an arbitrator) or cause (when discipline is reviewed by the Board of Police Commissioners). Probationary employees may be disciplined without just cause or cause. Disciplinary action or measures shall include only the following:

- a. Oral reprimand;
- b. Written reprimand;
- c. Demotion;
- d. Suspension;
- e. Discharge.

While the Employer believes in the principle of progressive and corrective discipline for non-probationary employees, circumstances may arise where a specific incident may justify immediate and/or severe disciplinary action without following the disciplinary actions or measures outlined above.

Nothing herein is intended to limit the City's right to require that an employee receive remedial training, attend counseling, or submit to a fitness for duty examination.

Any employee not otherwise off duty or on leave who is directed by the City to submit to a fitness for duty examination when that employee believes himself to be fit for duty will be placed on paid administrative leave or light duty (if applicable) pending the completion of the examination.

**Section 16.2 Manner of Discipline.** In the event a disciplinary investigation of an Employee is initiated and the Employer intends to discipline an Employee, the Employer shall notify the Union and set a meeting for conveyance of the disciplinary action. The meeting shall be set at a mutually agreeable date within a reasonable time period for all parties involved.

The employee shall be informed of the reason for the contemplated disciplinary action. Upon the issuance of any disciplinary action, should the employee appeal the decision he shall be entitled to the investigation file, including any names of witnesses and copies of pertinent documents.

Employees shall be informed of the rights to Union representation and shall be entitled to such. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for the employee's actions that led to the discipline.

If the employee does not request Union representation; a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 16.3 Notification and Measure of Disciplinary Action.** In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union in writing a clear and concise statement of the reasons therefore.

**Section 16.4 Chief's Right to Suspend and/or Discharge.**

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to discipline (including suspending and/or discharging) a non-probationary officer for just cause or cause (depending on the review mechanism described below), without filing charges with the City's Board of Police Commissioners.

- A. **Non-Probationary Officer Disciplinary Suspensions of Three or Less Days.** If the Chief of Police (or the Chief's designee) issues a disciplinary suspension of three or less days for a non-probationary officer, the non-probationary officer's exclusive appeal mechanism will be governed by 65 ILCS 5/10-2.1-17 and the Rules and Regulations of the City's Board of Police Commissioners. Disciplinary suspensions of three or less days will not be subject to the grievance-arbitration process outlined in Article VI of this Agreement.
  
- B. **Non-Probationary Officer Discharges and Disciplinary Suspensions of More Than Three Days.** The decision of the Chief of Police (or the Chief's designee) with respect to disciplinary suspensions of more than three days or discharge actions for non-probationary officers shall be deemed final, subject only to the review of said decision(s) through the grievance-arbitration process outlined in Article VI of this Agreement. The sole recourse for appealing any such decision by the Chief of Police shall be for the non-probationary officer to file a grievance as described herein. If the employee elects to file a grievance as to his disciplinary suspension or discharge, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 2 of the procedure.
  
- C. **Probationary Officer Discipline.** The parties agree that the Chief of Police (or the Chief's designee) shall have the right to discipline (including suspending and/or discharging) a probationary officer without cause, and without filing charges with the City's Board of Police Commissioners. Probationary officers shall have no recourse to appeal their discipline through the grievance-arbitration process outlined in Article VI of this Agreement or through the procedures of the City's Board of Police Commissioners.

Pursuant to the authority granted by Section 15 of the Illinois Public Labor Relations Act, 5 ILCS 315/15, and 65 ILCS 5/10-2.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement. The foregoing provisions with respect to the appeal and review of any discipline (including suspensions and/or discharges), or the lack of any appeal and review rights, shall be in lieu of, and shall expressly supersede and preempt, any rights that might otherwise be available under 65 ILCS 5/10-2.1-17 and/or the Rules and Regulations of the City's Board of Police Commissioners.

**ARTICLE XVII**  
**EDUCATION BENEFITS**

**Section 17.1 On-Duty Training.** Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends, upon direction of the Chief, a police related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the officer works his entire regularly scheduled shift. Covered officers shall receive payment for travel time to and from required training classes which are located more than ten (10) miles from the City of Wilmington, or which require more than eight (8) hours of training. Officers attending special schools or training academies outside of the City shall be allowed to utilize a police department squad car, when available, for travel to and from the school or academy.

Police Officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the officer's responsibility, transportation may be provided utilizing a police department squad but only with permission of the Chief of Police.

**Section 17.2 Reimbursement of Training Expenses.** All expenses incurred by employees covered by this Agreement, as a result of mandatory training, shall be reimbursed to said employee upon proof of expenditure as provided in Article XIV, Section 14.2.

**Section 17.3 Scheduling of On-Duty Training.** All Police Officers assigned to in-house training shall, whenever practicable, be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, and Officers shall be given as much notice as possible as the City receives notice from the training facilities.

If an officer is required to attend training while on-duty, that officer cannot be required to work past the end of his regularly scheduled shift.

**Section 17.4 Educational Assistance Plan.** The City will reimburse the cost of an employee's tuition for an approved course, provided the employee meets the following requirements:

1. The employee is a full-time employee and has completed the probationary period.
2. The course is job-related, or is required for progress toward a law-enforcement related degree.
3. The employee has received prior approval from the Chief of Police prior to enrollment.
4. The employee attends an accredited school.
5. The employee remains with the City for two years after the course conclusion. Should the employee, for any reason, terminate before the conclusion of the two-year period other than voluntary retirement at twenty (20) or more years of service, the employee will be required to return such tuition reimbursement to the City. This amount may be deducted

from the employee's final paycheck.

Reimbursement shall be made in the following manner:

1. The City will reimburse the employee for the tuition expenses up to a maximum of \$1,000.00 per fiscal year.
2. To qualify for reimbursement under this Section, the employee must provide receipts for tuition expenses and a grade report showing that the course work was completed with a final grade of "C" or above.
3. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

**ARTICLE XVIII**  
**UNIFORM AND EQUIPMENT ALLOWANCE**

**Section 18.1 Uniform and Clothing Allowance.** The City will provide each full-time bargaining unit member with an annual uniform and equipment allowance of Nine Hundred Dollars (\$900.00) during the term of this Agreement. This allowance is to be used for any and all approved uniform and equipment items used by employees in the line of duty, including flashlights and duty weapons. Unless otherwise authorized by the Chief, the purchase of duty weapons is limited to one purchase every four (4) years. Employees are responsible for cleaning and maintenance of their uniforms and equipment and shall maintain a professional appearance at all times. The City will set up an account with its approved vendors that the bargaining unit members will be able to use his or her uniform allowance as credit for any of the approved vendors for department policy and specification conforming uniforms and/or equipment. Prior to making purchases on City accounts, employees shall check their account balance with the Chief of Police or his designee and any purchases over the equipment allowance dollar amount shall be the sole responsibility of the bargaining unit member.

**Section 18.2 Original Issue of Equipment.** The parties agree that each new Police Officer hired by the City of Wilmington Police Department shall be issued as his initial allocation of equipment, the equipment listed in Appendix B attached hereto and by reference incorporated herein.

**Section 18.3 Reimbursement For Destruction Of Personal Property.** Personal property required to be carried on duty, such as watch, glasses, etc. shall be repaired or replaced at a reasonable price in the event of damage pursuant to police duties. The parties agree that the replacement costs for personal property required to be carried on duty shall not exceed \$25.00 for a watch, and \$250.00 for eyeglasses or contact lenses. Employees covered by this agreement shall not be reimbursed for any personal items or jewelry not required to be carried on duty.

**ARTICLE XIX**  
**SAVINGS CLAUSE**

**Section 19.1 Savings Clause.** In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply, only to the specific Article, Section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.



**ARTICLE XX**  
**ENTIRE AGREEMENT**


**Section 20.1 Entire Agreement.** This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the City as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, 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 understanding and agreements arrived at by the parties after the exercise of that right opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**ARTICLE XXI TERMINATION**

**Section 21.1 Termination.** This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the postmark, or the date of hand delivery in which case a written dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

Executed this 16<sup>th</sup> day of January 2023, after ratification by the Union's membership and after receiving official approval by the Mayor and City Council of the City.

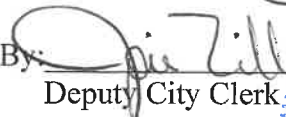
METROPOLITAN ALLIANCE OF POLICE,  
WILMINGTON CHAPTER #129

By:   
President, Metropolitan Alliance of Police

By:   
President, Metropolitan Alliance of Police  
Chapter 129

CITY OF WILMINGTON

By:   
Mayor

By:   
Deputy City Clerk



APPENDIX A

POLICE OFFICER OFF-DUTY EMPLOYMENT  
HOLD HARMLESS AGREEMENT

DATE: \_\_\_\_\_

This Agreement, entered into between the City of Wilmington, hereinafter referred to as The City, and \_\_\_\_\_, hereinafter referred to as The Officer, WITNESSETH:

1. The Officer proposes to enter into off-duty employment with \_\_\_\_\_ on the following dates: \_\_\_\_\_.

2. The nature of the off-duty employment the Officer is pursuing is as follows:  
\_\_\_\_\_  
\_\_\_\_\_.

3. The Officer understands and agrees that he will not wear any of his duty clothing, including his duty weapons, holster, equipment, badge, or any other emblem of his office with the City while pursuing his off-duty employment.

4. The Officer agrees to save and hold the City harmless from any action or inaction of his, committed while in the course of his off-duty employment, which results in personal injury of any kind whatsoever or property damage of any kind whatsoever. The characterization of the Officer's conduct that results in said injury or damage, whether it is called "negligent" or "intentional" or even "innocent", shall have no bearing on the Officer's duty to hold the City and \_\_\_\_\_ harmless in accordance with the provisions of this Paragraph.

5. The Employer agrees to save and hold the City harmless from any action or inaction on its part, with relation to the course the Officer's off-duty employment, which results in personal injury of any kind whatsoever or property damage of any kind whatsoever. The characterization of the Employer's conduct that results in said injury or damage, whether it is called "negligent" or "intentional" or even "innocent", shall have no bearing on the Employer's duty to hold the City and \_\_\_\_\_ harmless in accordance with the provisions of this Paragraph.

6. Any consent of the City, through its authorized representative, to the Officer's pursuit of the off-duty employment set out herein, is subject to the Officer's or the Employer's adherence to the provisions of this Hold Harmless Agreement.

7. The Officer understands and agrees that none of the authority vested in him as a Police Officer for the City of Wilmington extends to any off-duty employment entered into by him with any civilian agency, where the Officer is paid by the agency and not by the City.

\_\_\_\_\_  
POLICE OFFICER

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
EMPLOYER'S ADDRESS

For the City of Wilmington: \_\_\_\_\_  
CHIEF OF POLICE

**APPENDIX B**  
**EQUIPMENT**  
**LIST**

- 3 Shirts (Long Sleeve)
- 3 Shirts (Short Sleeve)
- 3 Trousers
- 1 Raincoat w/cover, not to exceed \$120
- 1 Tie
- Pair Shoes/Boots, not to exceed \$120
- 1 Belt/Pants
- 2 Name Plates
- 2 Badges
- 1 Set of Collar Insignia
- 1 Bullet Proof Vest (Manufacturer selected by City, minimum level of protection IHA)
- 1 Coat/leather winter
- 1 Box On-Duty Ammunition
- 1 Tie Clasp
- 1 Baseball Cap
- 1 Portable Radio
- 1 Traffic Vest
- 1 Rechargeable Flashlight, up to \$100
- 1 Pair Handcuffs
- 1 Can of O.C. Spray
- 1 ASP Baton

**APPENDIX C**  
**PATROLMEN WAGE SCHEDULE**

**Appendix C: Increase wage scale by the following percentages:**

	Current Salaries 04/30/2021	05/01/21-04/30/22 3.00% + 1.00% <i>quid pro quo</i> for 401A and sick leave cash out changes	05/01/22 - 04/30/23 3.00%	05/01/23 - 04/30/24 3.00%	05/01/24 – 04/30/25 3.00% + 1.00% <i>quid pro quo</i> for 401A and sick leave cash out changes
<b>Patrol</b>					
Start	\$57,441.02	\$59,738.66	\$61,530.82	\$63,376.75	\$65,911.82
1 Year	\$60,025.13	\$62,426.14	\$64,298.92	\$66,227.89	\$68,877.00
2 Year	\$62,727.11	\$65,236.19	\$67,193.28	\$69,209.08	\$71,977.44
3 Year	\$65,550.22	\$68,172.23	\$70,217.40	\$72,323.92	\$75,216.87
4 Year	\$68,499.32	\$71,239.29	\$73,376.47	\$75,577.77	\$78,600.88
5 Year	\$71,582.46	\$74,445.76	\$76,679.13	\$78,979.51	\$82,138.69
6 Year	\$74,802.87	\$77,794.98	\$80,128.83	\$82,532.70	\$85,834.01
7 Year	\$78,168.64	\$81,295.39	\$83,734.25	\$86,246.27	\$89,696.13

**SERGEANT WAGE SCHEDULE**

	Current Salaries 04/30/2021	05/01/21-04/30/22 3.00% + 1.00% <i>quid pro quo</i> for 401A and sick leave cash out changes	05/01/22 - 04/30/23 3.00%	05/01/23 - 04/30/24 3.00%	05/01/24 – 04/30/25 3.00% + 1.00% <i>quid pro quo</i> for 401A and sick leave cash out changes
<b>Sergeant</b>					
S-1 Under 6 yrs.	\$83,743.82	\$87,093.57	\$89,706.38	\$92,397.57	\$96,093.47
S-2 6th year	\$88,198.15	\$91,726.08	\$94,477.86	\$97,312.19	\$101,204.68

Retroactive wage payments to May 1, 2021, shall be made only to those employees who are still employed with the City on the date this Agreement is executed by both parties. The aforementioned retroactive wage payments shall be made within sixty (60) days of ratification of this Agreement by both parties.

**APPENDIX D  
TRAINING REIMBURSEMENT  
AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_, 201 \_\_\_\_, by and between the CITY OF WILMINGTON, an Illinois municipal corporation (hereinafter referred to as the "City"), and \_\_\_\_ [name] \_\_\_\_\_ (hereinafter referred to as the "Officer").

**WHEREAS**, the Officer was extended a conditional offer of employment and proceeded to meet the requirements and conditions subsequent to such conditional offer of employment; and

**WHEREAS**, the City will spend substantial sums of money in regard to the training of the Officer; and

**WHEREAS**, the City will lose the benefit of those aforementioned training costs if the Officer leaves the Police Department and joins another Department in the first several years of his or her employment; and

**WHEREAS**, the City and the exclusive bargaining representative of its police officers, the Metropolitan Alliance of Police, Wilmington Police Chapter #119, have agreed as part of their collective bargaining negotiations to require all new police officers to reimburse the City for training expenses incurred by the City in the event the police officer terminates his or her employment during the first twenty-four (24) months of employment with the City; and

**WHEREAS**, the Officer has agreed that as a condition of his or her employment with the City, he or she will reimburse the City for all costs associated with attendance at a certified basic law enforcement training course and the City's Field Training Program in the event the Officer terminates his or her employment with the City.

**NOW, THEREFORE**, in consideration of the foregoing, the validity and sufficiency of which consideration is acknowledged by the City and the Officer, the parties hereto agree to the following mutual promises and covenants:

1. **Appointment.** Pursuant to the conditional offer of employment by the City dated, [date], the City hereby appoints the Officer as a probationary police officer for the City, such appointment being effective immediately upon the officer's taking of his or her oath of office on [date].
2. **Terms and Conditions of Employment.** The Officer's wages, hours and terms and conditions of employment will be subject to any current and successor collective bargaining agreements between the City and the Metropolitan Alliance of Police, Wilmington Police Chapter #119.
3. **Reimbursement of Officer's Training Costs.** In consideration of the foregoing, the Officer agrees that if he or she fails to complete the basic police officer training course for

any reason, or voluntarily terminates his or her City employment for any reason within the first twenty-four (24) months of employment with the City, the Officer shall reimburse the City for any costs associated with the Officer's attendance at a certified basic law enforcement training course and the City's Field Training Program. These costs can include, but are not limited to, room and board (if any) for attendance at a remote training course, tuition for the certified basic law enforcement training course, costs of books and other study materials, ammunition used in connection with the Officer's firearms training, and the stipend paid to the City's Field Training Officers as compensation for training the Officer. The Officer's training reimbursement obligations will be based on a pro-rata share of the number of months of employment (full or partial) that the Officer has remaining before reaching his second-year anniversary of City employment. For example, if the Officer begins his employment on October 15, 2014, and resigns his employment on February 20, 2016, the Officer would owe the City 37.5 percent (*i.e.*, 9 remaining full/partial months ÷ 24 months) of the training costs spent on his or her behalf up to the date of the Officer's resignation.

4. **Reimbursement Methodology.** The City reserves the right to file suit against the Officer to collect any amounts owed under this Agreement. In the event the City is required to make a claim or demand against the Officer or file suit against the Officer to collect amounts owed in accordance with the provisions of this Agreement, the Officer agrees as a condition of this Agreement to pay the City's full courts costs and attorneys' fees expended in connection with collecting the training reimbursement costs. Alternatively, the Officer agrees to consent to the deduction by the City from his or her wages and/or final compensation of the training reimbursement costs owed under this Agreement.

5. **Effect of Agreement.** It is the agreement and understanding of the parties hereto that all other terms and conditions of employment that are applicable to the Officer's City employment shall remain unchanged by this Agreement.

THE OFFICER UNDERSTANDS THAT SIGNING THIS AGREEMENT IS A CONDITION OF HIS OR HER BEING HIRED AS A CITY PROBATIONARY POLICE OFFICER. THE OFFICER FURTHER UNDERSTANDS THAT NOTHING IN THIS AGREEMENT PROVIDES CONTRACTUAL RIGHTS TO EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME.

\_\_\_\_\_  
City of Wilmington

\_\_\_\_\_  
Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_