

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE CITY OF DES PLAINES
and
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 31, LOCAL 3891**

JANUARY 1, 2023 – DECEMBER 31, 2025

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PREAMBLE

This Agreement, entered into by the City of Des Plaines, hereinafter referred to as “the City”, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 3891, hereinafter referred to as “the Union”, has as its purpose the promotion of harmonious relations between the City and the employees being represented by the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION

Section 1.1. Exclusive Bargaining Representative

The City recognizes the Union as the sole and exclusive bargaining representative in all matters pertaining to wages and salaries, hours, working conditions and other conditions of employment for all full-time and regular part-time employees whose job classifications are included in the bargaining unit certified by the Illinois State Labor Relations Board following a hearing on Consolidated Cases No. S-RC-9295, S-RC-9297, S-RC-92101, except those excluded pursuant to P.A. 83-(1012 or 1014) and by agreement of the City and the Union.

Section 1.2. New Job Classifications

When a new classification is instituted, the work of which falls within the scope of the unit, or where the parties mutually agree to exclude any classification or job from the unit, the parties shall jointly petition the Illinois Labor Board to seek the necessary unit clarification. If a new classification is established within the bargaining unit, the City shall assign a pay grade to said classification. If the Union disagrees with the rate designated by the City, the parties shall negotiate a pay grade for the new classification. If no agreement is reached within a reasonable period, the Union may appeal the City-designated rate to the fourth step of the grievance procedure.

Section 1.3. Semi Full-Time Employee Definition

All employees who regularly work at least 1,560 hours/year (average of 30 hours/week), but less than thirty-seven and one half (37.5) hours per week, shall be considered semi full-time employees.

ARTICLE II
NON-DISCRIMINATION

Section 2.1. Prohibition Against Discrimination

The City agrees not to discriminate against any employee on the basis of union activities, race, sex, creed, religion, color, national origin, marital or parental status, political affiliation and/or beliefs, mental or physical disability.

Section 2.2. Union Non-participation

The Union shall not advise or represent employees before any Federal or State anti-discrimination administrative agencies where the events giving rise to the employee's claim have been arbitrated under the grievance procedure of this contract. If a given discrimination charge is filed by the employee and/or the Union, the City will have no obligation to process the same charge through the arbitration procedure of this agreement.

ARTICLE III
MANAGEMENT RIGHTS

The Union recognizes and agrees that the City reserves and retains, solely and exclusively, all of its rights to manage the affairs of the City, as such rights existed prior to the execution of this Agreement with the Union, except as otherwise changed or modified by this Agreement or applicable law. In no event shall any right, function, or prerogative of the City and its designated management not limited by this Agreement ever be deemed or construed to have been modified or impaired by any past practice or course of conduct or otherwise than by an explicit provision of this Agreement. The sole and exclusive rights and responsibilities of the City shall include, but are not limited to, the following:

- (a) To determine the City's mission, policies, procedures and to establish standards of City service offered to the public;

- (b) To determine the City's budget;
- (c) To determine and to re-determine position responsibilities and the City's organizational structure;
- (d) To determine and to re-determine the methods, means, number of personnel needed to carry out the City's mission and objectives;
- (e) To establish or continue policies, practices, and procedures for the conduct of the business of the City and its City-wide employees and to change or abolish such policies, practices or procedures;
- (f) To plan, direct, control, and determine the work and/or services provided and/or performed by City employees and to determine job related qualifications for such work and/or services;
- (g) To assign work to such employees in accordance with requirements of this agreement and to establish and change schedules and assignments;
- (h) To hire, promote, demote, discipline, terminate, or otherwise relieve employees from duty for just cause, to lay off employees due to a change in the City's needs or the City's financial position;
- (i) To determine the number of hours per day, or per week, that City operations must be conducted;
- (j) To determine the equipment, facilities, and materials to be used in the course of City business, as well as to introduce new or improved equipment, facilities, and materials;
- (k) To make, amend, publish and enforce reasonable rules;
- (l) To prescribe appearance standards for City employees.

ARTICLE IV
UNION RIGHTS

Section 4.1. Union Activity During Working Hours

An employee may, at the discretion of his/her supervisor, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, contract negotiations, or other meetings called, or agreed to, by the City.

Such time shall not be approved if it is the employee's supervisor's opinion that the employee's absence would conflict with, hinder, or disrupt City business and/or if schedules cannot be satisfactorily arranged to accommodate the City's needs.

Section 4.2. Access to Premises by AFSCME Staff Representatives

The City agrees that AFSCME staff representatives shall have reasonable access to the premises, giving notice upon arrival to the appropriate City representative. The Union agrees there will be no interference with group or individual work efforts during such visits.

Section 4.3. Time Off for Union Activities

Local Union representatives may be allowed reasonable time off without pay, as determined and approved by the employee's supervisor, for legitimate Union business, such as State or area-wide Union committee meetings and conventions. The representatives shall give a reasonable amount of notice to their supervisors so that the time off does not conflict with City business.

Section 4.4. Union Bulletin Boards

The City shall allow the Union to post one bulletin board, in a location to be designated by the City, in City Hall, the Department of Public Works, the Police Station, and Fire Station #1. The bulletin board shall be for the sole and exclusive use of the Union.

Section 4.5. Union Meetings on Premises

The City agrees to make available conference/meeting rooms for Union activities with prior notification to the City Clerk, provided that the Union's use of the rooms does not conflict with the City's use of the rooms or City business.

Section 4.6. Information Provided to AFSCME

On May 1st of each year, or upon request, but not more frequently than quarterly, the City shall furnish the Union with a current seniority roster upon the Union's request, identifying bargaining unit employees by the last four (4) digits of their Social Security Numbers, job titles, addresses, date of hire, known email address and listed phone numbers. When the City hires, lays off, promotes, transfers, places on a leave of absence, or when employees permanently separated from service with the City (i.e. termination, resignation, retirement), the City shall provide notice to the Local President.

Section 4.7. Union Orientation

Each newly hired bargaining unit employee shall be scheduled at a time and place mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 4.8. Use of City Technology

The Union may have reasonable use of computers to distribute information through E-mail or to prepare union materials such as union notices and union newsletters. Use of such technology shall be done during non-work times and shall be subject to the City's Information Technology Policy.

Section 4.9. City-Wide Employment Policies

The City shall provide the Union with thirty (30) days notice prior to implementing any new, or change to an existing City-wide employment policy.

Section 4.10. City Ordinance 1-7A-5

Employees who receive commands from elected officials that are in direct conflict with written departmental policies, rules or regulations shall immediately contact their Department Head or designee for direction on how to respond.

Section 4.11. Indemnification

If any claim or action is instituted against an employee based on an injury allegedly arising out of an act or omission occurring within the scope of his/her employment, the City shall respond to such claim or action as required by Illinois Law. *See* 745 ILCS 10/2-302.

ARTICLE V
UNION SECURITY

Section 5.1. Checkoff Deductions

The City agrees to deduct Union membership dues, assessments and voluntary PEOPLE contributions from the pay of those employees who individually request it. Such authorized deductions shall be made upon receipt of an appropriate, voluntary, lawful effective check-off authorization from an employee. The deductions of all participating employees and a list of their names, and the last four (4) digits of their Social Security Numbers shall be remitted monthly to the Union at the address designated in writing to the City by the Union.

Section 5.2. Indemnification

The Union shall indemnify, defend, and hold the City harmless against any claim, demand, suit or liability arising from any action taken by the City in complying with this Article.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1. Grievance Steps

Should any dispute arise between the City and the Union or any of its employees involving the interpretation, application, or alleged violation of any of the specific provisions of this Agreement, or the discipline/discharge of an employee such dispute shall be settled in accordance with the following procedure.

STEP ONE: Immediate Supervisor.

The Union and the employee shall raise the grievance with the employee's immediate supervisor by submitting a written statement including the following information: the article and section of this Agreement that are involved, the remedy sought, the situation

from which the grievance has arisen, the date that the events giving rise to the grievance occurred, and the date that the statement was presented to the employee's immediate supervisor. The statement shall be signed by the employee and shall be on a mutually approved form. All grievances must be presented not later than fourteen (14) calendar days from the date of the event giving rise to the grievance. The immediate supervisor or designee shall meet with the Union and grievant within fourteen (14) days after it is presented and render a written response within seven (7) days of the meeting.

STEP TWO: Department Head.

In the event that the grievance is not resolved in Step 1, it shall be presented in writing by the grieving party to the grievant's Department Head or designee within fourteen (14) calendar days of the receipt of the response from the immediate supervisor, or the date such response was due, whichever is earlier. Within fourteen (14) calendar days after the grievance is presented to the appropriate person as required in Step 2, the Department Head or designee will discuss the grievance with the Union and grievant. The Department Head or designee shall provide the union and grievant with a written response to the grievance within fourteen (14) calendar days after such discussion is held.

STEP THREE: City Manager.

In the event that the grievance is not resolved in Step 2, it shall be presented in writing by the grieving party to the City Manager or designee within fourteen (14) calendar days of the receipt of the response from the Department Head, or the date such response was due, whichever is earlier. Within fourteen (14) calendar days after the grievance is presented to the appropriate person as required in Step 3, the City Manager or designee will discuss the grievance with the union and grievant. The City Manager or designee shall provide the grievant with a written response to the grievance within fourteen (14) calendar days after such discussion is held. If the City Manager desires to present the issues involved in the grievance before the City Council, the City Manager shall have up to thirty (30) calendar days to respond to the grievance. In such an instance, the City Manager or designee shall provide the grievant with a written response to the grievance within forty (40) calendar days.

STEP FOUR: Arbitration.

In the event the grievance has not been satisfactorily settled, the Union may appeal the grievance to arbitration within forty (40) calendar days of the receipt of the last answer given by the City. If arbitration is selected, the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Selections from this list shall be made within fourteen (14) calendar days by the parties striking names alternately from such list until one name alone remains. The person whose name remains shall be the arbitrator.

The Award of the Arbitrator shall be final and binding. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before the arbitrator, and the arbitrator shall have no power or authority to add to, subtract from, modify or change in any way any of the terms of this Agreement, or to write any new clause, change an existing clause, or write a new agreement. The arbitrator shall have no power to pass upon any subject not specifically provided for in this Agreement or any function that belongs to the City or its designated Management Rights Article, except those subjects specifically provided in this contract.

Each party shall assume the cost of presenting its case before the arbitrator. The expenses and fees of the arbitrator shall be shared jointly by both parties.

Section 6.2. Time Limits

Time limits should be strictly adhered to by both parties unless extensions are mutually agreed upon at any step. No grievance shall be entertained or processed unless it is submitted within the time set forth hereinabove. If a grievance is not presented within the time limits set forth above, it shall be considered withdrawn. If the City does not answer a grievance at any step within the time limits specified, the grievance shall be deemed denied at that step, and the Union may proceed to process the grievance at the next step. The time limits may be extended by mutual agreement of the parties in writing.

Section 6.3. Grievance Attendance and Investigation

If a grievance meeting is agreed to by the City during the working hours of the grievant, the grievant, the steward, and any necessary witnesses shall be excused with pay for the purpose

of attending said grievance meeting. It is understood that witnesses may be released individually and separately, in accordance with the operational needs of the workplace.

Section 6.4. Advanced Grievance Step Filing

A grievance may be filed at an advanced step of the grievance procedure by mutual agreement between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance. Grievances involving discharge shall be heard immediately at the Fourth Step of the grievance procedure.

Section 6.5. Conflict with City Personnel Policies

Where the City's personnel policies conflict with the provisions of this Agreement, this Agreement shall take precedence. Where this Agreement is silent on a subject, the City's personnel policies shall be in full force and effect.

ARTICLE VII
PERSONNEL FILES

Any bargaining unit employee shall have the right to inspect any personnel documents which are, have been or are intended to be used in determining that employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action, pursuant to all applicable provisions of the revised Personnel Record Review Act of the State of Illinois.

ARTICLE VIII
DISCIPLINE

Section 8.1. Definition

The City agrees that the tenets of progressive and corrective discipline should be observed whenever appropriate. If attempts at correcting the unacceptable behavior of an employee fail, or if the performance that has fallen below acceptable standards is not corrected, disciplinary actions of a progressive nature may be issued. However, the City is not obligated to follow progressive discipline in every instance, as employees who commit a serious offense will be

issued discipline as deemed appropriate, up to and including termination. Normally, progressive disciplinary action shall include only the following:

1. Oral reprimands that are not set forth in writing and provided to the employee shall not be used as a step in progressive corrective discipline;
2. Written reprimand;
3. Suspension;
4. Discharge.

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as practicable after the City is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 8.2. Manner of Discipline

If the City has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or members of the public.

Section 8.3. Pre-Disciplinary Meeting

For discipline greater than written reprimands the City shall meet with the employee to inform him/her of the charges and reason for such contemplated disciplinary action. Unless circumstances dictate the necessity for immediate suspension, the employee shall be given the opportunity to rebut/clarify the circumstance(s) prior to any action being taken. An employee will always be entitled to Union representation in any meeting held with the employee to discuss discipline.

Section 8.4. Notification and Measure of Disciplinary Action

In the event of suspension or discharge, the City shall furnish the employee, in writing, with a statement of the reasons for and the measure of discipline, and shall inform the Union of the direction of the disciplinary layoff or the fact of discharge. Nothing in this Section shall prevent the City from relieving employees from duty in accordance with its practice.

Section 8.5. Removal of Discipline

Starting on December 13, 2016 any new notation of a verbal reprimand shall not be relied upon for progressive discipline if, from the date of the last verbal reprimand, twenty-four (24) months have passed without the employee receiving additional discipline. Similarly, any written reprimand shall not be relied upon for progressive discipline, if from the date of the last written discipline forty-eight (48) months have passed without the employee receiving additional discipline. It is the employee's responsibility to request in writing to the Human Resources Director that a documented verbal or written reprimand be removed from his/her personnel file after the time periods listed above have elapsed. In order to defend against possible charges and/or federal compliance, any discipline removed from an employee's personnel file may be retained by the City in the City's legal files.

ARTICLE IX

SENIORITY

For full-time employees seniority means uninterrupted employment with the City beginning with the latest date of hiring with the City and includes layoffs and other periods of absence authorized by this agreement.

Regular part-time employees shall have prorated seniority.

ARTICLE X

PROBATIONARY PERIOD

An employee will be a probationary employee for his/her first twelve (12) months of employment, and shall not have recourse to the arbitration procedures of this contract to protest discharge. Upon mutual agreement between the City and the Union, the probationary period may be extended up to an additional six months. A representative of the Union shall be allowed to attend meetings between the City and the probationary employee for the purposes of discussing the extension of a probationary period and/or any disciplinary matters.

ARTICLE XI

COMPENSATION

Section 11.1. Wage Increases

Effective upon date of settlement of this agreement, the Tier 2 salary schedule ranges for the positions of Accounts Payable Clerk, Associate Planner, Planner, Senior Planner, Civil Engineer II, Civil Engineer I, Building Inspector, Electrical Inspector, Plumbing Inspector, Clerk, Intermediate Clerk, Senior Clerk, Senior Utility Billing Clerk, Code Enforcement Inspector, Community Service Officer, Police Records Clerk, Secretary and Permit Technician will be adjusted according to Appendix A – Tier 2. The Tier 1 salary schedule ranges for the positions of Associate Planner, Civil Engineer, Clerk, Community Services Officer, Accounts Payable Clerk, Senior Utility Billing Clerk, Intermediate Clerk, Permit Technician, Police Records Clerk, Senior Clerk and Senior Planner have been adjusted to be in line with Tier 2 salary ranges for the same positions at the same time. Employees whose rate falls below the minimum rate will be placed at the new minimum rate upon date of settlement of this agreement.

Upon date of settlement of this agreement all other employees covered by this Agreement who are in the bargaining unit on the date this Agreement is executed, shall receive a 3.25% increase to their base salary. The salary ranges for position classifications covered by this Agreement shall increase accordingly, as reflected on the attached wage appendices unless otherwise noted.

Note: All employees in the bargaining unit as of the date of settlement, i.e. October 16, 2023, shall receive a one-time lump sum bonus in the gross amount of \$1,500 which said amount shall not be added to base pay.

Effective January 1, 2024, all employees covered by this Agreement shall receive a 2.75% increase to their base salary. The salary ranges for position classifications covered by this Agreement shall increase accordingly, as reflected on the attached wage appendices.

Effective January 1, 2025, all employees covered by this Agreement shall receive a 2.75% increase to their base salary. The salary ranges for position classifications covered by this Agreement shall increase accordingly, as reflected on the attached wage appendices.

Section 11.2. New Hires After January 1, 2012

Any employee hired after January 1, 2012 will be placed in a Tier #2 salary range. The Tier #2 salary range shall be listed in Appendix A (applicable wage table) of this Agreement.

Note: Certain job classification titles have been removed from the wage appendices because such positions have been and remain vacant, and there are no current plans to hire into such classifications. The City agrees that when and if a full-time or regular part-time employee is hired into such a classification by the City, they shall be considered bargaining unit employees, consistent with Section 1.1 of this Agreement.

Section 11.3. Performance Appraisals

Employees covered by this Agreement shall be eligible to receive a 0% to 2.5% wage increase within their salary range, on their anniversary date of employment, or the date or reclassification to a higher paid bargaining unit position, whichever is later, based upon the performance appraisal for the prior 12 months. If the performance appraisal increase exceeds the maximum for the salary range he/she shall be eligible to receive the difference as a bonus of 0% to 1.5% above the maximum of salary range. If the employee is at the top of her/his salary range she/he shall be eligible to receive a bonus of 0% to 1.5% based upon periodic performance appraisals.

Written performance appraisals shall be prepared by the employee's immediate supervisor who is outside the bargaining unit and has first hand knowledge of the employee's work. The performance appraisals shall be limited to the employee's performance of the duties assigned and factors related thereto.

Advancement within the salary range shall be made on the basis of annual performance appraisals. At the employee's request there shall be an informal verbal performance evaluation meeting between the employee and his/her supervisor generally six (6) months prior to the anniversary date's final performance appraisal.

Each performance appraisal shall be discussed with the employee along with the reasons for the granting or denying of a scheduled merit increase. Each employee, upon request, will be furnished with a copy of her/his performance appraisal along with a written statement of the reason for granting or denying any merit increase.

Any claim that a merit pay determination is arbitrary and capricious may be heard by the Director of Human Resources and/or the City Manager, at the option of the employee.

Section 11.4. Longevity

Full-time employees with continuous unbroken service records shall receive longevity payment in accordance with their job classification, as listed in the Salary Schedule. Eligibility for longevity increases will continue for all employees of the City hired prior to May 1, 1994. Employees hired thereafter will not be eligible for longevity at any time during their City career.

Section 11.5. Uniform Allowance

Community Service Officers shall be required to wear and continuously maintain prescribed items of uniform clothing. Community Service Officers shall receive an annual uniform allowance of \$700 for each year of the agreement for the purchase of all necessary or required uniforms and equipment. A uniform allowance will only be issued to an employee who is on active duty.

Building Inspectors, Housing Inspectors, Electrical Inspectors, Plumbing Inspectors, Sanitarians, Engineering Inspectors, Engineering Technicians, and Civil Engineers shall be required to wear department approved footgear and shall receive an annual allowance of \$150 for each year of the agreement for the purpose of purchasing department-approved footgear. An allowance will only be issued to an employee on active field duty as determined by the appropriate department head.

The City reserves the right to administer uniform allowances through a quartermaster system. The City shall notify the Union at least thirty (30) days prior to implementing a quartermaster system.

Section 11.6. Community Service Officers – Court Pay

Community Service Officers shall receive \$135 for time spent in court or in administrative hearings on their non-scheduled work day and when required by subpoena or by order

Section 11.7. Community Service Officers Training Differential

Following execution of this agreement, Community Service Officers shall receive Twenty Dollars (\$20.00) per day for each day he/she is working and assigned to train a new employee (or \$10.00 per half day).

Section 11.8. Bilingual Pay

Employees who are selected and then certified per City testing standards as fluent in Spanish or Polish shall receive a \$75.00 pay differential per month for as long as they remain in their current positions. This pay shall be calculated and added to the employee's hourly rate of pay.

ARTICLE XII

HOURS OF WORK

Section 12.1. Definitions

The work day for the current employees and job classifications shall consist of 8-1/2 consecutive hours (including one hour unpaid lunch). The work schedule shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The City shall notify in writing, the Union and any affected employees, no less than thirty (30) days in advance of a permanent or indefinite change in work schedule. The work week is defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday.

The work day for Community Service Officers (CSOs) shall consist of 8 consecutive hours. For CSOs assigned to Police patrol operations, the work schedule shall consist of five (5) work days which may or may not be consecutive, and the work week shall be defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday. For CSOs not assigned to Police patrol operations, the work schedule shall consist of five (5) consecutive work days followed by two (2) consecutive days off, and the work week shall be defined as the 168 hours commencing at 12:00 a.m. Saturday and running to 11:59 p.m. the following Friday.

Section 12.2. Overtime Payment

Employees working in excess of a regularly scheduled forty (40) hours in any work week shall be paid at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate. Employees in the positions of Civil Engineer, Senior Planner and any other position exempt from the FLSA overtime provision, shall be paid at the straight time hourly rate for all hours worked in excess of a regularly scheduled forty (40) hours in any work week.

Section 12.3. Comp Time Option

Department heads shall determine whether employees shall receive pay or compensatory time for hours worked in excess of forty (40) in any work week. Compensatory time accrued in excess of forty (40) hours shall be paid out at the employee's applicable hourly rate. Compensatory time shall not be accumulated from one year to the next. An employee shall have until December 31 to use or be paid for any compensatory time remaining.

Section 12.4. Paid Time Off

Time off for any holidays, vacations, personal days and bereavement days shall be counted as time worked for overtime computation. For purposes of overtime calculation, sick leave and compensatory time will not be counted as paid time off.

Section 12.5. Breaks and Meals

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift. Excepting CSOs, employees will be allowed to take a one-hour uninterrupted, unpaid, lunch break during each work day. The City will make reasonable effort to schedule such lunch break approximately halfway through the regular work day. Employees shall have the right to leave the work site during such period. The City expects that the employee will take their meal period unless prior authorization is obtained from their supervisor to receive compensation for that time period.

Section 12.6. Flex-Schedules

An employee may request a flex-time schedule, which will be subject to the operating needs of the City and granted or not granted at the discretion of the City.

Section 12.7. Call-Back Pay

Any employee called back to work outside of his/her regularly scheduled shift, or on his/her scheduled days off, shall be paid a minimum of two (2) hours overtime pay at the applicable rate. This does not apply to an employee who is continuing his/her regular shift.

ARTICLE XIII
HOLIDAYS

Section 13.1. Holidays

The following days, or days which may be substituted therefore by the City, shall be considered to be holidays:

New Year's Day

President's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

When a holiday falls on a Sunday, the Monday following shall be observed as a holiday. When a holiday falls on a Saturday, the Friday preceding shall be observed as a holiday.

Community Service Officers (CSOs) assigned to patrol duties shall observe the holiday on the day the City observes the holiday, except for New Years Day, Independence Day, and Christmas Day, on which the actual calendar day of the holiday shall be observed.

Section 13.2. Holiday Pay Eligibility

In order to qualify for holiday pay, an employee must work the employee's last full regularly scheduled work day preceding the holiday and the employee's first full regularly scheduled work day following the holiday, or is absent from work on one or both of those days as a result of a pre-approved absence (vacation, compensatory time, bonus day, personal day, or pre-approved sick leave).

Section 13.3. Holiday Pay

When a holiday falls on an employee's scheduled day off, or when an employee works on a holiday as assigned by his/her department head, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the City's operations, in which event the employee's next requested day off shall be given. When an employee works on a holiday, he/she shall receive time and one-half (1-1/2) times his/her regular rate of pay.

For Community Service Officers (CSOs) when a holiday falls on an employee's scheduled day off, or when an employee works on a holiday as assigned by his/her department head, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the City's operations. When an employee works on a holiday, he/she shall receive time and one-half (1-1/2) times his/her regular rate of pay.

Section 13.4. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

Section 13.5. Holiday Pay Days

In the event that a pay day is on a holiday, the last work day immediately preceding the holiday shall be designated as "pay day".

Section 13.6. Semi Full-Time Employees

Semi full-time employees shall be paid holiday pay for the number of hours they would have regularly been scheduled to work.

Section 13.7. Payout of Holiday Leave Upon Separation

Upon separation from employment, employees shall be paid for all accrued holiday leave remaining in their leave bank.

Section 13.8. Non-Emergency Closings

When the City closes some offices for non-emergency reasons (e.g., Christmas Eve, New Year's Eve), but other essential service employees must remain at work, all covered employees shall receive an equal amount of compensatory time off at a later date.

ARTICLE XIV
VACATION

Section 14.1. Vacation Accrual

Full-time employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 Year to 4 Years	10 days
5 Years to 9 Years	15 days
10 Years to 14 Years	17 days
15 Years to 19 Years	20 days
20 Years to 24 Years	23 days
25 Years +	25 days

Semi full-time employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 to 4 Years	5 Days
5 to 9 Years	7 Days
10 to 14 Years	8 Days
15 to 19 Years	10 Days
20 to 24 Years	11 Days

25+ Years

12 Days

Semi full-time employees shall be considered to have worked a continuous year of service for each successive period of 1,950 or 2,080 hours worked (as applicable).

Employees begin accruing vacation leave with their first payroll period and each subsequent payroll period. Employees accrue vacation leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour vacation day, etc.). Vacation leave shall not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

Section 14.2. Maximum Vacation Leave Balance

Employees may accumulate a maximum vacation leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 10 vacation days would allow a maximum balance of 15 vacation days; an annual accrual of 15 vacation days would allow a maximum balance of 22.5 vacation days; etc.). Employees reaching their maximum vacation leave accrual will cease to earn additional vacation leave hours until their vacation leave balance falls below their maximum accrual limit.

Section 14.3. Use of Vacation Leave

Vacation leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of the employee’s immediate supervisor. Employees shall not be allowed to schedule vacation leave if the amount of time scheduled results in a negative balance.

Section 14.4. Vacation Leave Scheduling

Subject to each department’s operating needs, vacations leave shall be scheduled as requested by the employee. Any conflicts arising out of a department being unable to grant multiple employee vacation leave requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee’s vacation leave request has been approved it shall not be disapproved by a more senior employee making a subsequent vacation leave request for the same day. Vacation leave requests shall be responded to in a reasonable time, and shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

Section 14.5. Payout of Vacation Leave Upon Separation

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused vacation leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City’s Retirement Health Savings (RHS) plan shall have all accrued but unused vacation leave paid into an RHS plan account at 100% of the employee’s hourly rate of pay, in accordance with Section 19.6. Retiree Health Savings Plan.

ARTICLE XV

SICK LEAVE

Section 15.1. Sick Leave Accrual

Employees begin accruing sick leave hours with the first payroll period and each subsequent payroll period. Full-time employees accrue sick leave each payroll period equal to one (1) day a month up to twelve (12) days annually. Regular part-time employees accrue sick leave each payroll period equal to one-half (1/2) day a month up to six (6) days annually.

Section 15.2. Maximum Sick Leave Balance

Employees may accumulate a maximum sick leave balance of ninety (90) days. Employees are informed on each bi-weekly payroll through eSuite of their current sick leave balances. Annual sick leave earned in excess of an employee’s maximum balance is applicable to the provisions of Section 19.6. Retiree Health Savings Plan.

Section 15.3. Sick Leave Use

Sick leave may be used for illness, disability, or injury of the employee, appointments with a professional medical/dental practitioner, and in the event of illness, disability, or injury in an employee’s family or household, if the employee’s personal care and attendance is required. For purposes of definition, the “family or household” shall be spouse, parents, step-parents, sibling(s), children, step-children, grandparents and in-laws.

Section 15.4. Scheduling of Sick Leave

Employees shall request the use of sick leave to their Department Director or immediate supervisor as far in advance as possible of a scheduled day of work. Employees shall report to their Department Director or immediate supervisor on each subsequent sick day absent from a scheduled day of work unless an alternative schedule of reporting is authorized. An employee's failure to report when absent on sick leave shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

Employees may request taking sick leave up to their actual hours available in no less than one-hour (1) increments. Use of sick leave cannot result in a negative balance, nor are employees allowed to substitute other accrued paid leave in conjunction with a sick leave request. Any request for sick leave that would result in a negative sick leave balance for that employee shall be denied. Employees who are absent subsequent to their sick leave request being denied shall be considered absent without leave or pay and subject to disciplinary action, up to and including discharge.

Section 15.5. Verification of Sick Leave

The City may require the employee to provide verification from their treating physician that the absence is due to sick leave. Verification may be requested for:

- Absences for a period of three (3) or more days; or
- Repeated absences of two (2) days or less; or
- Repeated sick leave used in conjunction with a designated holiday or other scheduled day off; or
- Other circumstances when the Department Head has reasonable grounds to suspect that the employee may be abusing sick leave.

An employee who does not provide the requested verification is subject to loss of pay and/or disciplinary action.

Section 15.6. Leave Bonus For Non-Absence

For each six-month period (January 1 through June 30 and July 1 through December 31) a full-time employee is not absent from work due to sick leave, they shall receive an additional

day of vacation leave credited to their vacation leave balance. These additional vacation leave days shall be subject to the provisions of Section 14.2. Maximum Vacation Leave Balance.

Section 15. 7. Sick Leave Payout Upon Separation

The payout of accrued sick leave annually and upon retirement or duty disability retirement shall be made in accordance with the provisions in Section 19.6. Retiree Health Savings Plan.

ARTICLE XVI

OTHER PAID LEAVES

Section 16.1. Funeral/Bereavement Leave

An employee may be excused from work with pay for up to three (3) days for the death of a member of the employee's immediate family. The leave is to make funeral arrangements, if necessary, and attending the funeral (including travel time if out of the area). A day shall be considered the employee's regular assigned workday. The immediate family shall include spouse, child (including stepchild or legal custody), daughter or son-in-law, grandchild, parent, step-parent, spouse's parent, grandparent, spouse's grandparent, aunt, uncle, sister, brother, step-sister or brother, sister or brother-in-law, or legal guardian. For the absence to be approved as Funeral Leave, an employee must notify their Department Director or designee prior to taking the leave. Employees need to provide documentation of the death upon return from the leave or the dates will not be approved as bereavement leave.

1. Employees need to contact their Department Director and receive approval if additional time off from work is needed. Approved extended bereavement time off will be charged against the employee's available paid leave balances, or if there is no available balance of paid leave, the extended absence shall be without pay.
2. Employees may desire time off to attend the funeral of a relative, not included in the definitions of immediate family, a close friend or co-worker. Approval of time-off authorized by the Department Director will depend on the operational needs of the

department and available staffing. Time-off shall be charged against available paid leave, or if no available balance of paid leave, the absence is without pay.

3. Funeral/Bereavement Leave shall be available to regular part-time employees consistent with the provisions for full-time employees listed above.

Section 16.2. Jury Duty Leave

On occasion, employees may be required to serve on a jury, grand jury or to be subpoenaed as a witness for a trial or deposition. The City shall apply the following policies in accordance with the applicable circumstance:

1. Employees required to serve on a jury will receive leave and full pay in addition to the payment/fees received from the court upon the presentation of the summons and check stub to their Department Director. Shift employees will be granted leave for jury service, even though such service occurs during the daytime, if reporting to work would impose an unreasonable hardship on the employees. If an employee reports for jury service, and learns within a reasonable period that he/she will not be serving on a jury, the employee shall report to work.
2. Employees may be required to testify as a witness at the request of the City, or testify under a summons or a subpoena related to matters of employment with the City. Employees will receive leave with the presentation of the summons, and will receive full pay in addition to the payment/fees received from the court.
3. For personal civil actions, employees may require time off from work when they are the plaintiff, defendant, or subpoenaed as a witness on a non-City matter. Such time shall be chargeable against the employee's available paid leave accruals. Employees, whose presence is required for a personal civil action, must show the immediate supervisor the legal notice of the action.

Section 16.3. Workers' Compensation

An employee receiving workers' compensation payments for a temporary disability will continue to receive full salary for a period of up to three (3) months from the first day of disability. After three (3) months the employee will be authorized to receive the current legal requirement for compensation of 2/3 of their gross average weekly salary (tax exempt), subject

to certain legal maximums and minimums. Or the employee may elect to receive an amount equal to his/her current full salary by utilizing accrued sick leave, vacation, personal days, etc. For each day the employee receives the amount equal to a full day's compensation, one day of accrued time will be deducted. If the employee elects to receive full salary through use of sick leave, both the employee and the City become liable to continue pension contributions on the entire amount in order to retain service and earnings credit. If authorized to return to light duty, and no light duty assignment is available, the employee will revert to full salary, with appropriate deductions, until such time as light duty is available or able to return to full duty. The above provision's combined maximum is one year from the original date of injury. Thereafter the statutory 2/3 salary shall apply while the employee is disabled.

ARTICLE XVII
PERSONAL LEAVE

Section 17.1. Personal Leave Accrual

Full-time employees shall accrue personal leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual (7.5/8 Hour Day)</u>
1 to 4 Years	0 Days
5 to 9 Years	1 Day
10 to 14 Years	2 Days
15 to 19 Years	3 Days
20-24 Years	4 Days
25+ Years	5 Days

Employees begin accruing personal leave with the first payroll period and each subsequent payroll period. Employees accrue personal leave hours consistent with the number of hours of their regular workday (e.g. An 8-hour workday earns an 8-hour leave day, etc.). Personal leave hours do not accrue bi-weekly if employees are absent on any leave "without

pay”, while receiving disability payments, or for the accrued paid leave paid-out upon separation or retirement.

Semi full-time employees shall not be eligible for personal day leave accrual.

Section 17.2. Maximum Personal Leave Balance

Employees may accumulate a maximum personal leave balance equal to one-and-one-half (1.5) times their annual accrual (e.g., An annual accrual of 3 personal leave days would allow a maximum balance of 4.5 personal leave days; an annual accrual of 4 personal leave days would allow a maximum balance of 6 personal leave days; etc.). Employees reaching their maximum personal leave accrual will cease to earn additional personal leave hours until their personal leave balance falls below their maximum accrual limit.

Section 17.3. Use of Personal Leave

Personal leave may be taken in increments of not less than one (1) hour, at any time after it is earned, upon approval of the employee’s immediate supervisor. Employees shall not be allowed to schedule personal leave if the amount of time scheduled results in a negative balance.

Section 17.4. Personal Leave Scheduling

Subject to each department’s operating needs, personal leave shall be scheduled as requested by the employee. Any conflicts arising out of a department being unable to grant multiple employee personal leave requests shall be resolved on a seniority basis, seniority defined as length of service with the City. Once an employee’s personal leave request has been approved it shall not be disapproved by a more senior employee making a subsequent personal leave request for the same day. Personal leave requests shall not be arbitrarily or capriciously denied, however, any disputes that arise shall not be subject to the arbitration clause of the grievance procedure.

Section 17.5. Payout of Personal Leave Upon Separation

Employees who separate from the City for reasons other than a retirement or duty disability retirement shall have all accrued but unused personal leave paid directly to them in a lump sum on a subsequent payroll disbursement.

Employees within the City's Retirement Health Savings (RHS) plan shall have all accrued but unused personal leave paid into an RHS plan account at 100% of the employee's hourly rate of pay, in accordance with Section 19.6. Retiree Health Savings Plan.

ARTICLE XVIII

UNPAID LEAVES OF ABSENCE

Section 18.1. General Leave

Employees may request an unpaid leave of absence for personal reasons other than medical, military, or for outside employment. Requests will be reviewed by both the Department Director and Director of Human Resources, and then forwarded with a recommendation to the City Manager for approval. Requests will be considered on a case-by-case basis reviewing operational needs.

Benefits will not be accrued or be provided to employees on an approved unpaid leave of absence. Existing accrued leave balances are held and carried over during the period of the unpaid leave resuming upon the employee's return to work. All anniversary dates will be adjusted by an amount of time equal to the number of days on an approved unpaid leave. Employees on an unpaid leave of absence for greater than thirty (30) days may continue to participate in the City's health benefit insurance program with the payment of the full monthly premiums (i.e. employer and employee premium).

Re-employment is not guaranteed following unpaid leaves of absence in excess of thirty (30) days.

Section 18.2. Military Leave

The City will comply with the applicable law and the conditions of the federal, "United States Employment and Reemployment Rights Act" (USERRA) and applicable state laws as amended from time-to-time. The City retains the right to exercise its full rights under these laws

as set forth in its policy on Military Leave and will provide the Union with fifteen (15) days' notice prior to implementing any change to this policy.

Section 18.3. FMLA & Extended Medical Leave

The City will follow its policy in adherence to the Family and Medical Leave Act (FMLA), regarding the coverage of eligible employees, general leave requirements, notice and certification, job benefits and protection, substitution of paid leave, and other applicable provisions. In addition, the City will follow its policy on Extended Medical Leave.

The City will provide the Union with thirty (30) days' notice prior to implementing any change to these policies.

ARTICLE XIX

INSURANCE BENEFITS

Section 19.1. Health Insurance

Subject to the conditions of this Article the City of Des Plaines' medical plans in effect on January 1, 2016 shall be continued; provided, however, the City retains the right to add or remove plans during the term of this Agreement, change insurance carriers, third party administrators, or to self-insure as it deems appropriate, including through a health insurance cooperative or exchange, so long as the new coverage and new benefits are substantially similar to those which were in effect on January 1, 2016, or as otherwise permitted herein.

Section 19.2. Employee Contributions to Health Insurance Premiums

Beginning January 1, 2018 and through December 31, 2023, the City and each covered employee shall contribute, on a per-pay period basis, a percentage of the unit cost for each health insurance plan option as described below:

Plan Option	City Contribution	Employee Contribution
PPO Option #2	93%	7%
PPO Option #3	93%	7%
HMO Option #1	93%	7%

Commencing January 1, 2024, the City and each covered employee shall contribute, on a per-pay period basis, a percentage of the unit cost for each health insurance plan option as described below:

Plan Option	City Contribution	Employee Contribution
PPO Option #2	90%	10%
PPO Option #3	90%	10%
HMO Option #1	90%	10%

No opt out benefit shall be provided to any bargaining unit employee under City policy unless such employee and their eligible family members are not covered by City insurance, and otherwise meet the requirements of any such City policy or program.

The unit cost for each health insurance plan option shall be determined by the respective broker/consultant on a yearly basis and implemented effective January 1, for each year the Agreement is in effect. Employee contributions toward the unit cost for each health insurance plan option shall not increase by more than 15% from one year to the next during the term of this Agreement. The City shall, at its discretion, add, drop, or otherwise change additional plan options other than those listed above on a yearly basis and implement these changes effective January 1, for each year the Agreement is in effect.

Section 19.3. Prescription Drug Benefit

Commencing January 1, 2018:

PPO:	<u>Retail Rx</u>	<u>Mail-Order Rx</u>
	\$15 Generic	\$20 Generic
	\$25 Formulary Brand	\$35 Formulary Brand
	\$45 Non-Formulary Brand	\$50 Non-Formulary Brand
HMO:	<u>Retail Rx</u>	<u>Mail-Order Rx</u>
	\$10 Generic	\$10 Generic
	\$15 Formulary Brand	\$15 Formulary Brand
	\$30 Non-Formulary Brand	\$30 Non-Formulary Brand

The prescription drug benefit claims administrator shall determine the placement of each prescription drug within the appropriate tier of the formulary.

Section 19.4. Flexible Benefit #125 Plan

The #125 Plan will allow for pre-tax deductions by employees covered by this Agreement for the purpose of paying health insurance premium payments, un-reimbursed medical and dental expenses, and qualified child-care expenses. This program will be offered as long as allowed by IRS regulations, as amended.

Section 19.5. Life Insurance

The City shall provide a life insurance plan with a benefit of \$70,000.00 for each employee.

Section 19.6. Retiree Health Savings Plan

The City shall establish and maintain a Retiree Health Savings (RHS) Plan as administered by a provider of the City's choice. Annually, sick leave days accrued in excess of 90 days shall be paid at a rate of 75%. Upon retirement, the first 45 days of accrued sick leave shall be paid at a rate of 25%, and those sick leave days accrued over 45 shall be paid at a rate of 75%, and 100% pay for any unused vacation and personal days for vested employee. These monies shall be paid by the City on behalf of each member into an individual RHS account and made available upon retirement to those members vested within their pension plan.

Notwithstanding any other provision of this Agreement, in order to eligible for a payment into the RHS plan upon retirement an employee must have been vested in the Retiree Health Savings (RHS) plan. The term "vested" as used in relation to the Retiree Health Savings (RHS) Plan, means that prior to retirement, the employee accrued sick leave in excess of the amount specified in Section 8.7 and the excess balance was paid that the applicable rate into an RHS Account at least once on an annual basis, or the excess balance was reached as of December 31st of the year prior to payout, or the excess balance has been reached as of the employee's retirement. Unless the employee has previously vested, as described herein, such employee will not be eligible for any leave payment into his or her RHS account upon retirement.

Section 19.7. Health Insurance for Semi Full-Time Employees

Eligible semi full-time employees shall receive the same health care coverage benefit levels as full-time employees.

Section 19.8. City Discretion to Select Carrier

The manner in which the benefits will be provided shall be a matter of the City's discretion; i.e., an insurance carrier of its choice, self-insuring or any other manner deemed appropriate.

Section 19.9: Dental Insurance

During the term of this Agreement the City agrees to offer employees the opportunity to participate in a dental insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

Section 19.10: Vision Insurance

The City agrees to offer employees the opportunity to participate in a vision insurance plan, under the same terms and cost sharing conditions that are offered to non-represented City employees, as the same may be changed from time to time by the City.

ARTICLE XX

FILLING OF VACANCIES

Section 20.1. Notice of Recruitment

Whenever a job vacancy occurs which the City decides to fill, other than a temporary appointment as defined below, in any existing AFSCME job classification or as a result of the development or establishment of new job classifications, a notice of recruitment shall be emailed to the Local Union President, Vice President and AFSCME Council 31 Representative.

Section 20.2. Selection Process

The general policy of the City to promote from within the organization when there are qualified employees who are able to meet the requirements of a vacant position shall be applicable to employees of the Union. The determination of whether an employee is qualified to perform the job duties of a vacant position shall be based upon the following criteria:

1. Previous job performance;
2. Job knowledge and skills (including professional certification) applicable to the vacant position;

3. Disciplinary record;
4. Absentee record;
5. Ability to perform the essential functions of the position with or without reasonable accommodation.

If two or more employees applying for a vacant position are considered equal to one another according to the criteria listed above, then the employee with the greatest seniority shall be considered the most qualified candidate.

The City may also fill a vacancy from outside of the Union, as the City deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the City, than a present employee applying for a vacancy.

Section 20.3. Rate of Pay on Promotion

Employees promoted to a higher classification after January 1, 2020 will have their base rate of pay adjusted to the minimum rate of the new job classification in their current Wage Schedule. In instances where the employee's current base rate of pay is greater than the minimum rate for the new position, an increase of five percent (5%) to ten percent (10%) shall be applied. The actual percentage increase within this range shall be authorized by the City Manager. The City Manager may approve an employee's promotional rate at a level higher than described above based upon on the outstanding merits of the employee over and above the minimum qualifications for the class along with other relevant factors. However, under no circumstances shall a promotional increase result in an employee's base rate of pay being above the maximum rate of the new position.

An employee's promotional rate of pay increase shall be effective upon the day they begin to perform the duties of the new position. Employees promoted into a position will receive their annual evaluation and pay increase related to their evaluation on the effective date of their promotion.

Section 20.4. Temporary Appointments

Temporary appointments are defined as job vacancies temporarily filled by the City for a period of time not to exceed 120 days. The City will notify the Union of any temporary appointments.

ARTICLE XXI

WORKING OUT OF CLASSIFICATION PAY

In any case when an employee is qualified for and is temporarily required to serve regularly in and accept the responsibility for work attributable to a higher classification, such employee shall receive five percent (5%) above his present rate while so assigned, or the minimum compensation afforded to the higher-compensated classification, whichever is greater. The City Manager may approve an employee's working out of classification compensation at a rate higher than described above upon the recommendation of the Department Head and Director of Human Resources.

To qualify for working out of classification pay, an employee shall regularly and continuously perform the work of the higher classification for the equivalent of at least two (2) days or more. Working out of classification pay is paid only for the days actually worked and shall not include any paid or unpaid leave taken during that time period.

An employee may be temporarily assigned to work in any position in the same or lower classification without a change in pay.

ARTICLE XXII

RECLASSIFICATIONS

The City shall follow its policy on Job Reclassifications and provide the Union with thirty (30) days notice prior to implementing any changes to this policy.

ARTICLE XXIII

LAYOFF AND RECALL

Section 23.1. Layoff Procedures

In the event of layoff, the City shall layoff all seasonal, temporary and probationary employees first, then semi full-time employees, then full-time employees according to reverse

seniority, within departments and within job classifications, providing any remaining employee has the skills and abilities for and is able to efficiently perform the work that remains. The City shall notify in writing, the Union and any affected employees, no less than thirty (30) days in advance of any layoff.

Section 23.2. Recall Status

All Employees laid off shall be retained on a recall list for twenty four (24) months. Recall shall be by seniority, full time employees to be recalled before part time employees. Employees on recall shall have priority rights to any vacancy in the position classification from which they were laid off, assuming all requisite qualifications, or any vacancy that they previously successfully held, or, pursuant to the requirements of Article XX, Section 2, any vacancy in an equal or lower pay range.

Section 23.3. Recall Notice

The City shall send by certified mail to the employee's last known address a recall notice, giving the recalled employee fourteen calendar (14) days' notice to report to work, unless mutually agreed otherwise. Employees not reporting within this noted period will be removed from the recall list.

ARTICLE XXIV

LABOR MANAGEMENT COMMITTEE

Labor-Management Committee meetings shall be held at mutually agreed to times at the request of the Union or City. Any items, except grievances, can be discussed at these meetings. Agenda items will be submitted by either party at least five (5) working days in advance of the scheduled meeting.

ARTICLE XXV

SAFETY

Section 25.1 City-Wide Safety Committee

An employee representative of the Union may participate in the Employee City-Wide Safety Committee.

Section 25.2 City Vehicle/Equipment

Nothing herein shall be construed as a limitation upon the City's right to utilize in-vehicle video cameras and/or GPS location devices in City vehicles, City cellphones, City tablets, City laptop computers, or other City owned devices used by employees, for any legitimate purpose, including but not limited to safety and productivity. The City will not initiate review of such GPS or video for the sole purpose of disciplining an employee, absent suspicion of misconduct. If video or GPS data has been relied upon as the basis for disciplinary action towards a bargaining unit employee, the Union will, upon request, be afforded an opportunity to see such information upon conclusion of the investigation, and prior to imposition of discipline, except in an emergency situation.

ARTICLE XXVI

EMPLOYEE DEVELOPMENT AND TRAINING

Section 26.1. Training Attendance

Subject to the approval of the Department Head, if because of changes in certification, accreditation, or licensure employees are required by the City or certifying agency to attend courses, seminars, or workshops so as to retain their present position classification, or newly modified position classification, such employees shall be granted reasonable time for such without loss of pay, and the City will pay for registration fees and reasonable travel expenses.

Section 26.2. Tuition Reimbursement

The City will follow its policy on Tuition Reimbursement and provide the Union with thirty (30) days notice prior to implementing any change to this policy.

ARTICLE XXVII

NO STRIKE/NO LOCKOUT

Section 27.1. No Strike

During the term of this Agreement, there shall be no strikes, work stoppages, or slow downs. No officer, or representative, or member of the Union shall authorize, institute, instigate, aid, or condone any such activities.

Section 27.2. No Lockout

The City and/or its representatives shall not institute a lockout of employees covered by this Agreement, during the term of this Agreement.

ARTICLE XXVIII
SUBCONTRACTING

Prior to any decision to subcontract work normally performed by bargaining unit employees, the City will notify the Union in advance, and upon request of the Union, shall meet with the Union to negotiate the decision and impact of subcontracting.

ARTICLE XXIX
SAVINGS CLAUSE

Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by the Illinois State Labor Relations Board, such decision of such tribunal shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to attempt to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXX
DURATION

Section 30.1. Duration of Agreement

This Agreement shall be effective as of the day of ratification, and shall remain in full force and effect until the day of December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This agreement shall remain in full force and be effective during the period of negotiations

and until notice of termination of this Agreement is provided to the other party in the manner set forth in the follow paragraph.

Section 30.2. Notice of Termination

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this 10th day of Dec., 2023

A.F.S.C.M.E., AFL-CIO
Council 31, Local 3891

CITY OF DES PLAINES, ILLINOIS

By: [Signature]

By: [Signature]

Title/Date: Staff Representative 12/6/23

Title/Date: City Manager 12/18/23

Attest: [Signature]
HR. Director

By: [Signature]

Title/Date: PRESIDENT 12/6/23

By: [Signature]

Title/Date: Vice President - 12/6/23

By: [Signature]

Title/Date: Neg Team - 12/6/23

By: [Signature]

Title/Date: Neg Team 12/7/23

By: _____

Title/Date: _____

By: _____

Title/Date: _____

APPENDIX A - TIER 1

UNION

EFFECTIVE UPON SETTLEMENT TO DECEMBER 31, 2023

TITLE	HOURS PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	ADDITIONAL LONGEVITY		
					AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Accounts Payable Clerk**	37.5	53,258	62,921	72,585	614	1,258	1,935
Associate Planner**	37.5	67,209	80,568	93,927			
Building Inspector	37.5	75,549	89,145	102,741	815	1,665	2,561
Civil Engineer**	37.5	82,470	98,518	114,567	931	1,908	2,934
Clerk**	37.5	42,008	49,210	56,411	482	991	1,526
Code Enforcement Inspector	37.5	71,242	84,083	96,923	762	1,564	2,408
Community Policing Coordinator	40	67,456	79,626	91,796			
Community Services Officer**	40.0	53,046	63,195	73,344	499	1,024	1,574
Divisional Secretary	37.5	47,928	56,653	65,377	526	1,076	1,655
Electrical Inspector	37.5	75,549	89,145	102,741	815	1,665	2,561
Engineering Inspector	37.5	61,212	72,277	83,342	660	1,349	2,074
Information Technology Specialist	37.5	75,428	89,008	102,588	815	1,665	2,561
Intermediate Clerk**	37.5	44,612	52,753	60,895	493	1,012	1,556
Lab Property Specialist	40	61,982	73,188	84,394	668	1,367	2,102
Permit Technician**	37.5	53,258	62,921	72,585	571	1,171	1,801
Plumbing Inspector	37.5	75,549	89,145	102,741	815	1,665	2,561
Police Fleet & Technical Services Coordinator	40	59,461	70,220	80,978			
Police Records Clerk**	37.5	50,981	60,243	69,505	519	1,063	1,634
Secretary	37.5	53,257	62,921	72,585	571	1,171	1,801
Senior Clerk**	37.5	50,981	60,243	69,505	519	1,063	1,634
Senior Planner**	37.5	83,824	100,656	117,488	824	1,688	2,598
Senior Utility Billing Clerk**	37.5	53,258	62,921	72,585	571	1,171	1,801

Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.

See City Code Section 1-8-5 (D)(4)

**Indicates Salary Range Adjustment, GWI and Merger Between Tier I & II

APPENDIX A - TIER 2

UNION

EFFECTIVE UPON SETTLEMENT TO DECEMBER 31, 2023

TITLE	HOURS			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Accounts Payable Clerk**	37.5	53,258	62,921	72,585
Associate Planner**	37.5	67,209	80,568	93,927
Building Inspector*	37.5	69,883	83,668	97,453
Civil Engineer I*	37.5	74,136	88,866	103,595
Civil Engineer II**	37.5	82,470	98,518	114,567
Clerk**	37.5	42,008	49,210	56,411
Code Enforcement Inspector*	37.5	65,898	78,302	90,705
Community Policing Coordinator	40	62,395	73,674	84,954
Community Services Officer**	40.0	53,046	63,195	73,344
Divisional Secretary	37.5	44,333	52,423	60,514
Electrical Inspector*	37.5	69,883	83,668	97,453
Engineering Inspector	37.5	56,622	66,876	77,130
Information Technology Specialist	37.5	69,772	83,466	97,161
Intermediate Clerk**	37.5	44,612	52,753	60,895
Lab Property Specialist	40	57,334	67,720	78,106
Permit Technician**	37.5	53,258	62,921	72,585
Planner*	37.5	73,040	90,460	107,879
Plumbing Inspector*	37.5	69,883	83,137	96,392
Police Fleet & Technical Services Coordinator	40	55,001	64,973	74,945
Police Records Clerk**	37.5	50,981	60,243	69,505
Secretary*	37.5	50,248	59,387	68,526
Senior Clerk**	37.5	50,981	60,243	69,505
Senior Planner**	37.5	83,824	100,656	117,488
Senior Utility Billing Clerk**	37.5	53,258	62,921	72,585

*Indicates Salary Range Adjustment in addition to the GWI

**Indicates Salary Range Adjustment, GWI and Merger Between Tier I & II

APPENDIX A - TIER 1

UNION

EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024

TITLE	HOURS	ADDITIONAL LONGEVITY*					
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Accounts Payable Clerk	37.5	54,722	64,652	74,581	614	1,258	1,935
Associate Planner	37.5	69,057	82,783	96,510			
Building Inspector	37.5	77,626	91,596	105,566	815	1,665	2,561
Civil Engineer	37.5	84,738	101,228	117,717	931	1,908	2,934
Clerk	37.5	43,163	50,563	57,963	482	991	1,526
Code Enforcement Inspector	37.5	73,201	86,395	99,588	762	1,564	2,408
Community Policing Coordinator	40	69,311	81,816	94,320			
Community Services Officer	40.0	54,505	64,933	75,361	499	1,024	1,574
Divisional Secretary	37.5	49,246	58,211	67,175	526	1,076	1,655
Electrical Inspector	37.5	77,626	91,596	105,566	815	1,665	2,561
Engineering Inspector	37.5	62,895	74,264	85,633	660	1,349	2,074
Information Technology Specialist	37.5	77,503	91,456	105,409	815	1,665	2,561
Intermediate Clerk	37.5	45,839	54,204	62,570	493	1,012	1,556
Lab Property Specialist	40	63,686	75,201	86,715	668	1,367	2,102
Permit Technician	37.5	54,722	64,652	74,581	571	1,171	1,801
Plumbing Inspector	37.5	77,626	91,596	105,566	815	1,665	2,561
Police Fleet & Technical Services Coordinator	40	61,096	72,151	83,205			
Police Records Clerk	37.5	52,383	61,900	71,416	519	1,063	1,634
Secretary	37.5	54,722	64,652	74,581	571	1,171	1,801
Senior Clerk	37.5	52,383	61,900	71,416	519	1,063	1,634
Senior Planner	37.5	86,129	103,424	120,718	824	1,688	2,598
Senior Utility Billing Clerk	37.5	54,722	64,652	74,581	571	1,171	1,801

*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.
See City Code Section 1-8-5 (D)(4)

APPENDIX A - TIER 2

UNION

EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024

TITLE	HOURS			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Accounts Payable Clerk	37.5	54,722	64,652	74,581
Associate Planner	37.5	69,057	82,783	96,510
Building Inspector	37.5	71,805	85,969	100,133
Civil Engineer I	37.5	76,175	91,310	106,444
Civil Engineer II	37.5	84,738	101,228	117,717
Clerk	37.5	43,163	50,563	57,963
Code Enforcement Inspector	37.5	67,711	80,455	93,200
Community Policing Coordinator	40	64,111	75,700	87,290
Community Services Officer	40.0	54,505	64,933	75,361
Divisional Secretary	37.5	45,552	53,865	62,178
Electrical Inspector	37.5	71,805	85,969	100,133
Engineering Inspector	37.5	58,179	68,715	79,251
Information Technology Specialist	37.5	71,690	85,762	99,833
Intermediate Clerk	37.5	45,839	54,204	62,570
Lab Property Specialist	40	58,910	69,582	80,254
Permit Technician	37.5	54,722	64,652	74,581
Planner	37.5	75,049	92,947	110,846
Plumbing Inspector	37.5	71,805	85,424	99,043
Police Fleet & Technical Services Coordinator	40	56,514	66,760	77,006
Police Records Clerk	37.5	52,383	61,900	71,416
Secretary	37.5	51,630	61,020	70,410
Senior Clerk	37.5	52,383	61,900	71,416
Senior Planner	37.5	86,129	103,424	120,718
Senior Utility Billing Clerk	37.5	54,722	64,652	74,581

APPENDIX A - TIER 1

UNION

EFFECTIVE FROM JANUARY 1, 2025 TO DECEMBER 31, 2025

TITLE	HOURS			ADDITIONAL LONGEVITY*			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Accounts Payable Clerk	37.5	56,227	66,430	76,632	614	1,258	1,935
Associate Planner	37.5	70,956	85,060	99,164			
Building Inspector	37.5	79,761	94,115	108,469	815	1,665	2,561
Civil Engineer	37.5	87,069	104,012	120,954	931	1,908	2,934
Clerk	37.5	44,350	51,954	59,557	482	991	1,526
Code Enforcement Inspector	37.5	75,214	88,771	102,327	762	1,564	2,408
Community Policing Coordinator	40	71,217	84,066	96,914			
Community Services Officer	40.0	56,004	66,719	77,433	499	1,024	1,574
Divisional Secretary	37.5	50,601	59,812	69,023	526	1,076	1,655
Electrical Inspector	37.5	79,761	94,115	108,469	815	1,665	2,561
Engineering Inspector	37.5	64,624	76,306	87,988	660	1,349	2,074
Information Technology Specialist	37.5	79,634	93,971	108,308	815	1,665	2,561
Intermediate Clerk	37.5	47,099	55,695	64,290	493	1,012	1,556
Lab Property Specialist	40	65,438	77,269	89,100	668	1,367	2,102
Permit Technician	37.5	56,227	66,430	76,632	571	1,171	1,801
Plumbing Inspector	37.5	79,761	94,115	108,469	815	1,665	2,561
Police Fleet & Technical Services Coordinator	40	62,776	74,135	85,493			
Police Records Clerk	37.5	53,824	63,602	73,380	519	1,063	1,634
Secretary	37.5	56,227	66,429	76,632	571	1,171	1,801
Senior Clerk	37.5	53,824	63,602	73,380	519	1,063	1,634
Senior Planner	37.5	88,498	106,268	124,038	824	1,688	2,598
Senior Utility Billing Clerk	37.5	56,227	66,430	76,632	571	1,171	1,801

*Longevity provisions shall not apply to any employee under this schedule hired by the City after July 5, 1994.
See City Code Section 1-8-5 (D)(4)

APPENDIX A - TIER 2

UNION

EFFECTIVE FROM JANUARY 1, 2025 TO DECEMBER 31, 2025

TITLE	HOURS			
	PER WEEK	MINIMUM	MIDPOINT	MAXIMUM
Accounts Payable Clerk	37.5	56,227	66,430	76,632
Associate Planner	37.5	70,956	85,060	99,164
Building Inspector	37.5	73,779	88,333	102,887
Civil Engineer I	37.5	78,270	93,821	109,371
Civil Engineer II	37.5	87,069	104,012	120,954
Clerk	37.5	44,350	51,954	59,557
Code Enforcement Inspector	37.5	69,573	82,668	95,763
Community Policing Coordinator	40	65,874	77,782	89,690
Community Services Officer	40.0	56,004	66,719	77,433
Divisional Secretary	37.5	46,805	55,346	63,888
Electrical Inspector	37.5	73,779	88,333	102,887
Engineering Inspector	37.5	59,779	70,605	81,430
Information Technology Specialist	37.5	73,662	88,120	102,579
Intermediate Clerk	37.5	47,099	55,695	64,290
Lab Property Specialist	40	60,530	71,495	82,461
Permit Technician	37.5	56,227	66,430	76,632
Planner	37.5	77,113	95,503	113,894
Plumbing Inspector	37.5	73,779	87,773	101,766
Police Fleet & Technical Services Coordinator	40	58,068	68,596	79,123
Police Records Clerk	37.5	53,824	63,602	73,380
Secretary	37.5	53,050	62,698	72,347
Senior Clerk	37.5	53,824	63,602	73,380
Senior Planner	37.5	88,498	106,268	124,038
Senior Utility Billing Clerk	37.5	56,227	66,430	76,632

SIDE LETTER

This is a Side Letter to the 2020-2022 collective bargaining agreement (CBA) between the City of Des Plaines, Illinois (City) and AFSCME Council 31, Local 3891 (Union). The parties hereby agree as follows:

- 1. Title Change. Effective January 1, 2021, the following employees shall have their position title changed, with no change in wage rate or wage tier as a result of such title change:

Employee Name	Tier	Existing Title	New Title
Baumann, Victoria	1	Secretary	Permit Technician
Ramirez, Manuela	1	Secretary	Permit Technician

- 2. To the extent the City hires a new Executive Assistant to the Fire Chief, Mary Nistler and Nancy Kelso will, at that time, be reassigned by the City, with no change in salary or wage tier. This shall not apply to Nancy Kelso, in the event she is the successful applicant for the Executive Assistant position.
- 3. Nothing herein shall be construed as limiting the City’s right to promote or reassign employees during the term of the agreement, as permitted under the CBA.

AGREED:



City of Des Plaines, Illinois



AFSCME Council 31, Local 3891

Date: 12/18/23

Date: 12/6/23

SIDE LETTER

This is a Side Letter to the 2023-2024 collective bargaining agreement (CBA) between the City of Des Plaines, Illinois (City) and AFSCME Council 31, Local 3891 (Union). The parties hereby agree as follows:

1. Salary Change. Upon date of settlement, the following employees shall have their salaries adjusted as noted in the table below to recognize length in position and/or to ensure at least a 3.25% increase upon settlement.:

Employee Name	Employee Title	Employee Tier	Salary Upon Settlement
Chorzempa, Ryan	CSO	Tier II	\$67,284.36
Marquez, Jamie	CSO	Tier II	\$56,139.28
Pooler, Robert	CSO	Tier II	\$57,820.73
Redman, Samantha	Senior Planner	Tier II	\$84,310.08
Stytz, Jonathan	Senior Planner	Tier II	\$84,310.08

2. This side letter will be sunset with the expiration of the 2023-2025 collective bargaining agreement.