

**COLLECTIVE BARGAINING**

**AGREEMENT**

**BETWEEN**

**THE CITY OF DES PLAINES**

**AND**

**THE METROPOLITAN ALLIANCE OF POLICE  
DES PLAINES COMMAND CHAPTER #241**

**JANUARY 1, 2022 – DECEMBER 31, 2025**

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**PREAMBLE**

This Agreement is entered into by and between the CITY OF DES PLAINES, hereinafter referred to as the “City,” and the METROPOLITAN ALLIANCE OF POLICE DES PLAINES COMMAND CHAPTER #241 hereinafter referred to as the “Chapter,” WITNESS TO:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve employee relations between the City and its employees; aid toward the economical and efficient operation of the City; make reasonable provisions for the safety and health of the employees; accomplish and maintain the higher efficiency and quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering general rates of pay, hours of work and certain other conditions of employment to be observed between the parties to this Agreement.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE I - RECOGNITION**

### **Section 1.1. Recognition**

The City recognizes the Chapter as the sole and exclusive bargaining agent with respect to wages, hours and certain other conditions of employment for all police personnel in the ranks of Sergeant and Lieutenant employed by the City of Des Plaines, but excluding all police personnel in the rank of Patrol Officer, Commander, Deputy Chief and Chief of Police and all other positions employed by the City of Des Plaines, as well as supervisory, managerial and confidential employees as defined by the Act.

### **Section 1.2. Sole Collective Bargaining Agent**

The City will bargain with no other bargaining representative with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

### **Section 1.3. Management Rights**

Except to the extent expressly abridged by a specific provision of this Agreement, the Chapter 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 Chapter. The sole and exclusive rights and responsibilities of management which are not abridged by this Agreement shall include, but are not limited to, the right to determine the existence or non-existence of facts which are the basis of a City or management decision; to establish or continue policies, practices and procedures for the conduct of the business of the City and its Police Department and from time to time to change or abolish such policies, practices or procedures; the right to determine and from time to time re-determine the methods, equipment,

facilities and materials to be employed; to determine the number of hours per day or per week operations must be carried on; to determine qualifications for work; to assign work to such employees in accordance with the requirements determined by the City; to establish and change schedules and assignments; to hire, transfer, promote, or otherwise relieve employees from duty for legitimate reasons; to make and enforce reasonable rules; to suspend, discharge or otherwise to take such measures as the City may determine to be necessary for the orderly, safe and efficient operation of the City and its several departments.

All of the rights, functions and prerogatives of the City and its designated management which are not expressly and specifically restricted or modified by an explicit provision of this Agreement are reserved and retained exclusively by the City and shall not be subject to arbitration. In no event shall any right, function or prerogative of the City and its designated management 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.

#### **Section 1.4. Dues Deduction**

Upon receipt of a signed authorization from an employee, the City agrees for the duration of this Agreement to deduct from such employee's pay, uniform monthly Chapter dues. The Chapter will notify the City in writing of the amount of the union dues to be deducted. Deductions shall be made on the second City payday of each month and shall be remitted, together with an itemized statement, to the Treasurer of the Chapter by the 15th day of the month following the month in which the deduction is made.

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

## **ARTICLE II - CONFLICT WITH LAW**

### **Section 3.1. Conflict of Law**

If any provisions of this Agreement are subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 3.2. Non-Discrimination**

There shall be no discrimination because of race, color, religion, sex, national origin, disabilities, Chapter membership or Chapter activities. Grievances alleging a violation of this Section 3.2 shall not be appealed to the arbitration step of the Grievance Procedure.

## **ARTICLE III - WORK INTERRUPTION**

### **Section 3.1. Work Interruption**

During the period of this Agreement, the Chapter, its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall an employee take part in any work interruption, slow-down, stoppage of work including mass sick calls, boycott, picketing or other interruption of or interference with the operation of the City or City properties.

Failure or refusal on the part of an employee to comply with any provision of this Article shall be cause for whatever disciplinary action, including suspension or discharge, is deemed necessary by the City, and the City shall have the right to take such disciplinary action in addition to all other rights and remedies which the City may have or to which it is entitled, both at law and in equity.

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

## **ARTICLE IV - GRIEVANCE PROCEDURE**

### **Section 4.1. Procedure**

Should any dispute arise between the City and the Chapter and the City and any of its employees involving the interpretation or application of any of the specific provisions of this Agreement, any matter involving the violation of any of the specific provisions of this Agreement or the written reprimand of an employee such dispute shall be settled in accordance with the following procedure:

STEP 1. Between the employee and his immediate supervisor. If the Grievance is not satisfactorily settled within fourteen (14) calendar days after presentation of the grievance, it shall be reduced to writing indicating the article and Section violated and the remedy sought, dated and signed by the employee and the immediate supervisor on a form provided for the purpose, and appealed to Step 2 within fourteen (14) calendar days of the receipt of the immediate supervisor's answer.

STEP 2. Between the Division Commander, the employee and the Chapter representative within fourteen (14) calendar days from the date of its appeal from Step 1. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 2, it may be appealed to Step 3 within fourteen (14) calendar days of receipt of the Division Commander's answer.

STEP 3. Between the Chief, the employee and the Chapter representative within fourteen (14) calendar days from its appeal from Step 2. If the grievance is not satisfactorily settled within



fourteen (14) calendar days of its presentation in Step 3, the Chapter may appeal the grievance to Step 4 within fourteen (14) calendar days of the receipt of the Chiefs answer.

STEP 4. Between the City Manager or designee, the employee and the Chapter Representative within fourteen (14) calendar days from its appeal from Step 3. If the grievance is not satisfactorily settled within fourteen (14) calendar days of its presentation in Step 4, the Chapter may appeal the grievance to arbitration within twenty-one (21) calendar days of the receipt of the last answer given by the City.

STEP 5. In the event the grievance has not been satisfactorily settled, the grievance may be submitted to an impartial arbitrator. The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators. Within twenty-one (21) days of receipt of the list of arbitrators, the parties shall alternately strike three names each until one name alone remains. The person whose name remains shall be the arbitrator.

Awards of the arbitrator shall be final and binding and shall determine the subject of the arbitration for the duration of this Agreement. Jurisdiction of the arbitrator shall be only in regard to the particular dispute before him, and he 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, nor shall he establish wage scales, change any wages or rates of pay. 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 as provided for in Article I, Section 1.3. If the grievance concerns matters not covered by this Agreement, it shall be returned by the arbitrator to the parties without decision.

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.

The City shall have the right to sue at law or in equity in any court of competent jurisdiction, federal or state, to enforce this Agreement or to recover for any breach or violation thereof.

#### **Section 4.2. Timeliness of Grievances**

All grievances shall be presented within fourteen (14) calendar days after the cause of the grievance arises or said grievance shall be deemed abandoned. All grievances must be appealed and all answers given within the time limits established in each step of the grievance procedure or they shall be considered settled on the basis of the City's last answer. Exceptions to these time limits may be agreed to in writing by the parties. If the City fails to provide an answer within the time limits so provided, the Chapter may immediately appeal to the next Step. When the grievant is informed by the employer's representative at any Step that such representative lacks authority to resolve the grievance, the grievant may immediately proceed to the next higher Step. All grievance discussions and investigations shall take place in a manner which does not interfere with City operations.

#### **Section 4.3. Right to File Grievances**

The Chapter, or any member thereof, shall have the right to prosecute grievances under this Agreement, but only the Chapter shall have the right to take to arbitration any grievance which is otherwise arbitrable under this Agreement.

#### **Section 4.4. Police and Fire Commission**

If the grievance concerns discipline in excess of a five (5) day suspension or discharge for cause, the employee must elect, within 21 days, whether to proceed before the Board of Fire and Police Commissioners or to proceed through the grievance procedure.

In the event the employee elects to proceed under the grievance procedure, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed before the Board of Fire and Police Commissioners or to proceed to court to review a decision of the Board of

Fire and Police Commissioners. In the event the employee elects to proceed before the Board of Fire and Police Commissioners, he shall indicate in writing his choice and specifically waive any right he might otherwise have to proceed under the grievance procedure.

Other matters subject to the jurisdictions of the Board of Fire and Police Commissioners are not subject to this grievance procedure. It is further understood that nothing in this Agreement shall limit the right of the Chief to suspend an employee for up to five (5) days, nor shall this Agreement limit the right of such employee so suspended to appeal to the Board of Fire and Police Commissioners within twenty-four hours after such suspension for a review thereof.

If a supervisor meets with an employee for the purpose of discussing a disciplinary matter that might lead to disciplinary action against that employee that would be subject to the jurisdiction of the Des Plaines Board of Fire and Police Commissioners, the employee, if he/she so desires, shall have the right to have the presence of a local Chapter representative at such meeting. If a local Chapter representative is asked to attend such a meeting, he/she shall attend as an observer only unless the parties agree that the Chapter representative may participate. The Chapter's representative and said employee shall be allowed a reasonable time together to discuss the matters involved.

## **ARTICLE V - COMPENSATION**

### **Section 5.1. Wages**

All bargaining unit employees shall be compensated in accordance with the Pay Plan set forth in Appendix A attached hereto and made part hereof. Employees covered by this Agreement who are still on the active payroll as of the beginning of the next payroll period following ratification of this Agreement by both parties shall receive a retroactive payment based upon the

difference between what they were paid in wages between January 1, 2022 and the beginning of said payroll period and the wages they would have received during the same period of time based upon the applicable salary ranges set forth in this Agreement, provided that any employee who was promoted or retired in good standing after January 1, 2022, but before this Agreement was ratified by both parties shall also be eligible to receive retroactive pay based on the hours worked between January 1, 2022 and the date of promotion or retirement. Such retroactive pay shall be made on an hour for hour basis for all hours paid (including overtime hours) since January 1, 2022. The City shall, within Sixty (60) days of the effective date of this Agreement, pay to each employee all retroactive wages for all hours compensated, including but not limited to regular and overtime hours, vacation, holiday and sick leave hours.

Unless otherwise specified, nothing in this Agreement shall be construed or interpreted as applying to or making retroactive any other economic or non-economic provision or term of this Agreement.

## **Section 5.2. Performance Appraisals**

All employees who are hired, transferred or assigned to one of the above job classifications shall receive no less than Step A of the salary range for the classification to which they are assigned. Advancement from one step to another within the salary range shall be made on the basis of periodic performance appraisals. Such performance appraisals shall be made once per year and prior to an employee's anniversary date. Each performance appraisal shall be discussed with the employee along with the reasons for the granting or denial of a scheduled step increase. Each employee, upon request, will be furnished with a copy of his previous performance appraisal along with a written statement of the reason for granting or denying any step increase.

### **Section 5.3. Advancement in Salary Schedule**

Sergeants in Step A will advance to Step B after twelve (12) months continuous employment by the City in the rank of Sergeant.

Lieutenants in Step A will advance to Step B after twelve (12) months continuous employment by the City in the rank of Lieutenant.

Lieutenants in Step B will advance to Step C after twenty-four (24) months continuous employment by the City in the rank of Lieutenant.

Sergeants in Step A shall be eligible for advancement to Step B after twelve (12) months continuous employment by the City. Sergeants in step B shall be eligible for advancement to Step C after twenty-four (24) continuous employment by the City. Sergeants in Step C shall be eligible for advancement to Step D after thirty-six (36) months continuous employment by the City. Lieutenants will advance as previously noted in this section.

### **Section 5.4. Denial of Step Advancement**

If an employee believes that the denial of advancement in the schedule is arbitrary, capricious or constitutes an abuse of managerial discretion, the employee may file a grievance at Step 3 of the grievance procedure set forth in Article V of this Agreement within one week after receiving notification of the denial. If an employee is denied advancement in the salary schedule, the employee may request that such denial be reviewed six months after denial. Employees granted advancement as a result of such six-month review, shall be thereafter eligible for advancement to the next regularly scheduled step.

### **Section 5.5. Court Pay**

An employee shall be paid at one and one-half (1.5) times their hourly rate of pay for a minimum of three (3) hours for an initial court appearance and any additional court appearances during their off-duty hours. In the event that an employee is required to make additional Court

appearances on any one day beyond the first half-day, he/she will be paid at one and one-half (1.5) times their hourly rate of pay for a minimum of three (3) hours for any and all appearances during the second half-day, if the second half-day falls within his/her off-duty hours.

Court pay shall also apply when employees are subpoenaed as a witness or complainant, or ordered to appear at a criminal or civil proceeding that arose out of their duties as a police officer for the City. Employees shall receive Court pay for these proceedings and any witness fees paid to such officer shall be remitted to the City. If witness fees are greater than Court pay, employees shall retain the witness fee and Court pay shall not apply.

Any employee on the day shift who is held over for Court shall be compensated at the overtime rate as opposed to applying for Court pay. Any employee who is subpoenaed as a witness in an administrative hearing, while off duty, shall receive a minimum of two (2) hours as overtime pay; provided however, that an employee who is the defendant or subject of an administrative hearing receives neither Court pay nor overtime pay.

**Section 5.6. Uniform Allowance**

The City shall provide to each employee on active duty status (full-duty or temporary light-duty) an annual uniform allowance as follows:

Detective Sergeant:	\$775.00
Patrol Sergeant:	\$775.00

Replacements of damaged uniforms shall be made on a depreciated value amount.

**Section 5.7. Differential Pay**

Effective for the term of this Agreement, employees who work the midnight shift, 2230-0630 hours or 2300-0700 hours shall receive a one hundred and twenty-five dollar (\$125.00) shift differential per month and shall be pro-rated.

**Section 5.8. Longevity Pay**

Employees in the following classifications with the continuous unbroken service records shall receive a longevity payment as follows:

RANK	10 YEARS	15 YEARS	20 YEARS
Lieutenant	\$1,062	\$2,178	\$3,346
Sergeant	\$935	\$1,919	\$2,950

However, employees hired after November 1, 1996 shall receive longevity payment pursuant to the following table:

RANK	10 YEARS	15 YEARS	20 YEARS
Lieutenant	\$1,000	\$1,500	\$2,000
Sergeant	\$1,000	\$1,500	\$2,000

**Section 5.9. Bilingual Bonus**

Any officer covered by this Agreement who is certified (per department policy) as fluent in Spanish or Polish shall receive a \$75.00 differential pay per month beginning after his or her probationary period.

**Section 5.10. Educational Bonus**

Commencing January 1st of 2019 and each January 1st thereafter during the term of this agreement, an employee who provides acceptable evidence to the City that they subsequently earned an additional advanced degree from an accredited institution of higher education in the U.S. during the prior 12 month period will be eligible for a one-time educational bonus in the amounts specified below, which shall not be added to base pay. (Example: If an employee who previously received a \$750 bonus for a bachelor’s degree earned a master’s degree in a subsequent year, such employee would be eligible for a one-time bonus of \$1,000 in the following January.)

Associate’s Degree	\$500
Bachelor’s Degree	\$750

Master's Degree                      \$1,000

All bonuses paid under this Section shall not be added to base pay. Under no circumstances will an employee be eligible for more than a single, one-time bonus for a given degree.

**Section 5.11. Credit for Acting Sergeant Assignment**

This Section applies to patrol officers promoted after the date this Agreement is executed. Should a patrol officer be officially promoted to the rank of sergeant, with total service of under 240 days of cumulative service while previously assigned as an Acting Sergeant, he/she will not be credited with such time for purposes of placement on the Sergeant's pay schedule and/or probationary period. If an officer is credited with 240 days or more of cumulative service while previously assigned as an Acting Sergeant, however, such officer shall be credited with their Acting Sergeant time towards the Sergeant's wage schedule attached as Appendix A, up to a maximum of placement at Step B on the wage scale, and all accredited time over 240 days shall be credited towards the officer's probationary period as a sergeant.

**ARTICLE VI - OVERTIME AND SCHEDULING**

**Section 6.1. Schedule of Work**

Insofar as practical, the regular day off schedules utilized for employees covered by this Agreement shall continue for the term of this Agreement; however, the Chief may request changes by written notice to the Union for negotiations.

**Section 6.2. Overtime Pay**

The parties acknowledge that for purposes of Section 7K of the Fair Labor Standards Act, the City has adopted a 28 day work cycle.

One and one-half times the regular hourly rate shall be paid for all "hours worked" in excess of eight (8) hours per day (except where necessary because of a normal shift change or where the



parties have agreed to modify the work schedule), all hours worked on a seventh consecutive workday where the employee was actually in attendance for the previous six days and not receiving callback or overtime pay, or all hours in excess of 48 hours in an employee's workweek where the employee was actually in attendance and not receiving callback or overtime pay (except where necessary because of a normal shift change). For the purpose of this Section only, the regular hourly rate shall be determined by dividing the employee's base annual salary as provided for in Article VI, Section 6.1, by 2080. The above overtime rate will not apply to voluntary changes in the regular day off schedule effected in accordance with customary procedures by the Department or to changes in the regular day off schedule made by the City to comply with the contract provisions concerning the Christmas and New Years holidays.

Overtime pay as it relates to consecutive work days shall not apply beyond the seventh consecutive work day. For example, an officer is scheduled and works eight consecutive work days, the first six of which are paid at straight time. The hours worked on the seventh consecutive work day would be paid at overtime. The hours worked on the eighth consecutive work day would be paid at straight time. A regular day off ("RDO"), even when worked by an officer on call back, shall be considered a day off and shall be considered a break in the number of consecutive days worked.

An officer who is scheduled to work and works on his day off (call back), will still receive pay at the call back rate (one and one-half times the regular hourly rate) regardless of the number of consecutive days worked.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

### **Section 6.3. Hours Worked**

Holiday, personal, vacation, funeral, compensatory and sick time paid for but not worked during an employee's regular work week shall be considered hours worked toward an employee's required 2080 hours for a year but will not be considered hours worked for the purpose of computing overtime pay.

### **Section 6.4. Call Back Pay**

Employees who are called in to report to work outside their regular scheduled working hours for that day shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof at one and one-half times the regular hourly rate as defined above. Call-back in excess of two (2) hours shall be calculated from the time that the Sergeant/Lieutenant arrives at the police station to report to duty until he/she is relieved of duty. This provision does not pertain to a Sergeant/Lieutenant who has arrived at the police station prior to his/her duty day and is requested to go on duty early.

### **Section 6.5. Shift Exchange**

Employees may temporarily exchange shifts for a stated purpose provided the exchange has been approved by the Chief or his designee. Such approval shall not be unreasonably withheld or denied. Shift exchange is a privilege that shall not interfere with the operation of the City or result in the payment of overtime.

### **Section 6.6. Shift Schedule**

The City agrees to maintain an eight and one half (8.5) hour workday schedule for Sergeants assigned to Patrol and an eight (8) hour workday schedule for Sergeants assigned to the Detective Unit during the term of this agreement, unless the parties mutually agree to modify the same.

### **Section 6.7. Compensatory Time**

Employees who are entitled to overtime pay may elect compensatory time at time and one-half the overtime hours actually worked in lieu of payment, to a maximum accrual of eighty (80) hours, under the following conditions:

A. The election to accrue compensatory time for overtime hours in lieu of payment must be made by an employee prior to the time the overtime hours are actually worked. The Chief of Police or his designee must approve the election. The election to accrue compensatory time includes the designation of holiday pay under Section 9.4 as compensatory time (on an hour for hour basis, converting overtime to straight time) in lieu of payment within the limits established by Section B.

B. An employee shall have until December 31<sup>st</sup> in which to use, or be paid, for any compensatory time hours accrued during that calendar year. Payment for the previous years unused compensatory time shall be paid to an officer no later than the first payroll in February.

C. Compensatory time shall be granted upon the employee's request at a time and in an amount which are mutually agreed upon by the employee and the Chief of Police or his designee.

### **Section 6.8. Carryover of RDO's**

All employees covered by this agreement will be allowed to carry over no more than ten (10) regular days off into the following new calendar year. Exceptions to the above can be made on a case-by-case basis upon written application and approval by the Chief of Police or his designee.

**ARTICLE VII - INSURANCE BENEFITS**

**Section 7.1. Medical Insurance.**

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

**Section 7.2. Employee Contribution to Health Insurance Premiums.**

During the period of January 1, 2022 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:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
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 option as described below:

<u>Plan Option</u>	<u>City Contribution</u>	<u>Employee Contribution</u>
PPO Option #2	90%	10%
PPO Option #3	90%	10%
HMO Option #1	90%	10%

The unit cost for each health insurance plan option shall be determined by the City's 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 may, 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 7.3. Prescription Drug Benefit.**

Through the term of this agreement, the prescription drug benefit for the PPO and HMO options shall consist of a three-tier formulary with the following employee co-pays:

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 7.4. Flexible Benefit #125 Plan**

The Flexible Benefit #125 Plan will allow for pre-tax deductions (per pay period) by each covered employee for the purpose of contributing toward health insurance premiums, reimbursement of medical and dental expenses, qualified child-care expenses, and other eligible expenses defined by the Internal Revenue Service (IRS). This program will be offered as long as allowed by the IRS and amended as necessary to reflect changes in the law.

### **Section 7.5. Employee Life Insurance**

The City shall provide a life insurance plan with a benefit of \$100,000 for each covered employee.

### **Section 7.6. Killed in the Line of Duty Benefits**

Health insurance coverage for a spouse and/or dependent(s) of an employee killed in the line of duty shall be provided and paid for by the City, for a period of up to 3 years or as otherwise provided by law, unless the spouse remarries or the spouse and/or dependent(s) are covered under a separate insurance policy, in which instance the City shall pay the remainder of that which is not covered by the spouse's or dependent's separate insurance policy or as otherwise required by law.

### **Section 7.7. Retiree Health Savings (RHS) Plan**

The City shall establish and maintain a Retiree Health Savings (RHS) plan for use upon retirement toward eligible health-related expenses defined by the Internal Revenue Service. Annually, employee's sick leave days accrued in excess of 90 days but less than 120 days shall be paid at a rate of 75%, and the remaining 25% of sick leave days accrued shall be added to the employee's accumulated unused sick days up to 120 days. Sick leave days accrued in excess of 120 days shall be paid at a rate of 75%.

Upon retirement, or duty disability retirement, payment for unused sick leave shall be at a rate of 25% for the first 45 days and 75% for days over 45, and 100% pay for any unused vacation and personal days for a vested employee. These monies (annual payments and the payment upon retirement) shall be paid by the City on behalf of each contributing employee into an individual RHS account and made available upon retirement or duty disability retirement.

### **Section 7.8. Vesting**

Notwithstanding any other provision of this Agreement, in order to be 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 at the applicable rate into an RHS Account at least once on an annual basis, or the excess balance was reached as of December 31<sup>st</sup> 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 their RHS account upon retirement.

### **Section 7.9. City Discretion to Select Carrier**

The manner in which the benefits covered in this Article 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 7.10. 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 7.11. Vision Insurance**

Commencing in 2019, 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 VIII - HOLIDAYS AND PERSONAL LEAVE**

### **Section 8.1. Holidays**

The following days, or days substituted therefore, 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

Employees assigned to patrol duties shall observe the holiday on the day the City observes the holiday, except for New Year's Day, Independence Day, and Christmas Day, on which the actual calendar day of the holiday shall be observed. All other bargaining unit employees shall observe the holiday on the day the City observes the holiday.

### **Section 8.2. Holiday Scheduling**

Insofar as practical, normal work schedules will be revised so that employees will not be assigned to work on both Christmas Day (including Christmas Eve) and New Year's Day (including New Year's Eve). Rank seniority shall prevail.

### **Section 8.3. Holiday Pay Eligibility**

To be eligible for holiday pay the employee must meet the following conditions:

- (1) Work the employee's scheduled work day before and the employee's scheduled work day immediately following the holiday;
- (2) Report for work and actually work on the holiday if scheduled to work.



Upon proper evidence submitted and, when circumstances warrant, the immediate supervisor may grant an excused absence for either the day before or the day immediately after the holiday.

**Section 8.4. Scheduling Holidays, Holiday Pay and Holiday Overtime**

All employees will be scheduled as a holiday regular day off on City recognized holidays per Section 9.1. herein. Normal day off rotation would determine what employees are scheduled to work a specific holiday. If an employee works a holiday, the employee will receive regular pay plus time and one-half for all hours worked on scheduled holidays, including overtime hours.

**Section 8.5. Personal Leave**

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 paid hours of their regular workday. Personal leave hours do not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments (excluding PEDA). Annual personal leave hours are earned by employees at a rate that corresponds to the number of completed years of continuous full-time service.

All employees covered by this Agreement shall annually accrue personal leave as follows:

<u>Continuous Years of Service</u>	<u>Annual Personal Leave Accrual</u>
1 Year to 4 Years	1 day
5 Years to 9 Years	2 days
10 Years to 14 Years	3 days
15 Years to 19 Years	4 days
20+ Years	5 days

Employees may accumulate a maximum personal leave balance up to a maximum of 40 hours. 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. Employees are informed on each bi-weekly payroll voucher of current personal leave balances. It is

the responsibility of employees to monitor their individual leave balances and know how close they are to their maximum accrual limit.

**Section 8.7. Personal Leave Eligibility**

To be eligible for personal leave accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve (12) months immediately prior to his employment anniversary date.

**Section 8.8. Pay Out of Accrued Personal Leave Upon Retirement**

Upon retirement or duty disability retirement, any accrued and unused personal leave shall be paid at 100% of the employee’s hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article VII, Section 7.7.

**ARTICLE IX - VACATION**

**Section 9.1. Vacation Accrual**

Employees begin accruing vacation leave with the first payroll period and each subsequent payroll period. Employees accrue vacation leave hours consistent with the number of paid hours of their regular workday. Vacation leave hours do not accrue bi-weekly if employees are absent on any leave “without pay”, while receiving disability payments (excluding PEDDA). Annual vacation leave hours are earned by employees at a rate that corresponds to the number of completed years of continuous full-time service.

Continuous Years of Service	Annual Vacation Accrual
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

**Section 9.2. Vacation Eligibility**

To be eligible for a vacation accrual an employee must be in the regular active employment of the City and shall have worked a minimum of 60% of the scheduled days of work exclusive of sick leave in the twelve months immediately prior to his employment anniversary.

**Section 9.3. Vacation Pay**

Vacation pay shall be computed at the regular straight time hourly rate of the classification in which an employee is employed immediately preceding his vacation.

**Section 9.4. Vacation Scheduling and Accumulation**

The vacation season shall be from January 1st through December 31st of any calendar year. Vacations shall insofar as possible, be granted by the City at times most desired by the employees. Vacations during any one period shall be limited to such numbers and classifications as not to interfere with the normal conduct of the City. When more vacations are requested than can be granted for any one period, preference will be given to the employee with the most seniority. The final right, however, of scheduling vacations is reserved to the City to insure the efficient and continuous operation of the City.

Employees may accumulate a maximum vacation leave balance equal to one and a half (1.5) times their annual accrual (e.g., an annual accrual of 10 vacation days would allow a maximum balance of 15 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. Employees are informed on each bi-weekly payroll voucher of current vacation leave balances. It is the responsibility of employees to monitor their individual vacation leave balances and know how close they are to their maximum accrual limit.

Vacations shall not be cumulative from one anniversary year to the next and in no event shall more than five (5) weeks vacation be granted in any one calendar year.

#### **Section 9.5. Holidays During Vacations**

When a holiday falls within an employee's regularly scheduled vacation, he shall receive his holiday pay including time off and such day shall not be counted as a day of vacation.

#### **Section 9.6. Pay Out of Accrued Vacation Upon Retirement**

Upon retirement or duty disability retirement, any accrued and unused vacation leave shall be paid at 100% of the employee's hourly rate of pay into a Retiree Health Savings (RHS) plan in accord with Article VII, Section 7.7.

### **ARTICLE X - SICK LEAVE**

#### **Section 10.1. Definition and Accumulation**

"Sick Leave" as used herein shall mean any illness or injury not compensated for by Workers' Compensation. Each permanent full-time employee shall be eligible for sick leave of one day for each completed month of service cumulative up to a maximum of nine hundred and sixty (960) hours.

#### **Section 10.2. Accrual of Sick Leave**

An employee absent from work on legal holidays, during sick leave, vacation, for disability arising from injuries sustained in the course of his employment, or on special leave of absence with pay shall continue to accumulate sick leave at the regularly prescribed rate during such absence as though he was employed subject, however, to the maximum limitation herein provided.

### **Section 10.3. Sick Leave Usage**

An employee eligible for sick leave with pay may use such sick leave upon approval of his department head for absence of regular working days due to illness, injury, exposure to contagious disease which could be communicated to other employees, or to illness or death in the employee's immediate family. Any employee requesting sick leave shall inform the on duty shift commander of the fact and the reason therefore as soon as possible but no later than one hour prior to scheduled duty. Failure to do so may be cause for denial of sick leave and pay. To be eligible for sick leave with pay any absence of three (3) or more regular work days must be substantiated by a certificate from the employee's physician, or such other evidence as the City may require. With regard to all sick leave, the City has the right to check on the welfare of the employee to determine the extent of illness.

Absence for a fraction of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one-fourth day. An employee reporting off sick on the day of any duty assignment shall have one day deducted from his total accumulated sick leave.

### **Section 10.4. Sick Leave Incentive**

An employee shall accrue an additional twelve (12) hours of sick leave for each calendar six (6) month period (Jan 1-June 30, July 1- Dec 31) in which there is no absence (excluding duty injury on duty days off) from work due to sick leave or for personal reasons with or without pay.

## ARTICLE XI - FUNERAL LEAVE

### **Section 11.1. Funeral Leave**

Each employee shall be entitled to funeral leave of three (3) consecutive calendar days following the death of any of the following relatives not chargeable to sick leave: mother, father, spouse, child (including miscarriage), brother, sister, mother-in-law, father-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother, step-sister, step-son and step-daughter. Requests to use funeral days other than as provided in this Article may be approved at the discretion of the Chief of Police or his designee. An employee shall be paid his regular straight time rate for only those days taken for funeral leave which fall on a regularly scheduled work day.

## ARTICLE XII - LEAVES OF ABSENCE

### **Section 12.1. Medical Leave of Absence and FMLA**

An employee may apply for a medical leave of absence in accordance with City policy, and in compliance with the requirements under the Family and Medical Leave Act (FMLA) of 1993. During the term of the FMLA leave, the City will maintain the employee's health insurance coverage under their group plan, under the same terms offered to employees not on leave. Upon return to work an employee shall be returned to the former job or as close as possible to a job of like seniority, status and pay provided the employee meets the City's physical standards of employment.

If circumstances warrant, and with physician certification, the City may extend a leave of absence for medical reasons for a definite period beyond the accumulated sick leave and FMLA requirements. However, it shall be the employee's responsibility to pay for health insurance

premiums during the extension period if coverage is desired. While the City will make a reasonable effort to accommodate leave extensions, such requests will be granted or not wholly at the discretion of the City. At the end of any such leave extension, the City will not have any obligation to provide an equivalent or any other job to the extended leave-taking employee; however, prior to the granting of any such leave extension, the employee and the Police Chief will discuss probable job availability anticipated at the end of the leave extension.

### **Section 12.2. General Leave of Absence**

The City may grant a leave of absence without pay for personal reasons not to extend ten (10) working days in any calendar year. The employee must submit his request in writing through his immediate supervisor. The supervisor will review the request initially and forward his recommendation to the Police Chief for consideration. The Police Chief will then advise the employee of his determination.

### **Section 12.3. Unpaid Leave of Absence**

An unpaid leave of absence in excess of ten (10) days must be accompanied by a written statement as to reason for the request and period of leave requested. The City Manager, in consultation with the Police Chief, may authorize special leaves of absence without pay for any period not to exceed three calendar months in any one calendar year for purposes of attending training in subjects related to the work of an employee and which will benefit the employee and the City; urgent personal business requiring the employee's attention for an extended period; and for purposes other than the foregoing that are deemed beneficial to the City Service.

The City Manager, in consultation with the Police Chief, may grant leaves of absence without pay in excess of the limitations herein prescribed for purposes that are deemed beneficial to the City Service.

## ARTICLE XIII - MISCELLANEOUS

### **Section 13.1. Board of Fire and Police Commissioners**

The City agrees that, during the term of this Agreement it will not repeal its Board of Fire and Police Commissioners.

### **Section 13.2. Chapter Business**

After the conclusion of roll call, and provided that reasonable advance notice is given to the Watch Commander by an Chapter Officer of the Des Plaines Chapter and further provided that the Watch Commander consents, any such local Chapter officer may discuss Chapter business at the station with any other officer, so long as all police officers are at their respective posts of duty promptly at the beginning of their shift. It is understood and agreed that the required consent of the Watch Commander will not be withheld unreasonably by him.

Notwithstanding anything herein to the contrary, no such discussion shall be allowed and any discussion in progress may be ordered terminated if in the reasonable judgment of the Watch Commander, a police related emergency exists.

### **Section 13.3. Travel Expense Reimbursement**

In the event an employee is required to attend a school requiring overnight stay, with the department's approval, and where the meals are not provided, he/she shall receive the same rates received by all other employees of the City. No money for meals will be provided for schools to which an employee commutes on a daily basis. In addition, any employee attending school as aforesaid, shall be entitled to be reimbursed a sum equal to the IRS allowance per mile if the Chief or other appropriate superior grants permission for such employee to use his own personal automobile in going to or from such school. If the school is two (2) weeks or longer in duration, the employee will be reimbursed for travel for one (1) vehicle for two (2) round trips during the course



of the school out-of-state air travel for schools of two (2) weeks or longer will be decided on a case-by-case basis.

#### **Section 13.4. Training Time**

A Sergeant/Lieutenant working the midnight shift., 2200-0630 hours or 2100-0530 hours, will not be subject to a one (1) day training course during this shift of duty, unless he/she voluntarily attends the training course. Any Sergeant/Lieutenant on the midnight shift who attends a training course of two (2) days or more and who is required to report to duty less than eight (8) hours between the end of the instruction day and the start of the midnight shift shall be paid time and a half for any hours less than the eight (8) hours between assignments.

#### **Section 13.5. Drug Testing Policy**

The “Drug Policy” is a part of this Agreement in its entirety as an addendum to this Agreement.

### **ARTICLE XIV - UNIFORM POLICE OFFICER’S DISCIPLINARY ACT**

#### **Section 14.1. Uniform Police Officer’s Disciplinary Act**

The parties agree that the provisions of 50 ILCS 725/1 are hereby incorporated as part of this Agreement.

#### **Section 14.2. Right to Representation**

The City agrees that bargaining unit employees shall be afforded “Weingarten Rights” under the Illinois Public Labor Relations Act.

## ARTICLE XV - COMPLETE AGREEMENT

### **Section 15.1. Complete Agreement**

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 from the area of collective bargaining, and that all understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Chapter, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as otherwise expressly provided in this Agreement.

This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements heretofore entered into by and between the parties and cancels and supersedes any City rules, regulations, policies and past practices, written or oral.

## ARTICLE XVI - DURATION

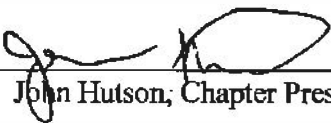
### **Section 16.1. Duration**

This Agreement shall become effective upon execution by the parties herein and shall be in effect through midnight, December 31, 2025. This Agreement shall continue in full force and effect until December 31, 2025, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) 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 will remain in effect during negotiations or impasse proceedings concerning a successor agreement.

After receiving approval of the City Council and after ratification by the Chapter membership, the following execution is made.

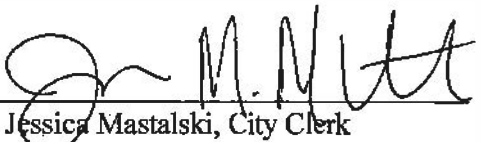
METROPOLITAN ALLIANCE OF POLICE  
DES PLAINES COMMAND CHAPTER #241

By:   
John Hutson, Chapter President

CITY OF DES PLAINES,  
a municipal corporation

By:   
Andrew Goczkowski, Mayor  
City of Des Plaines

By:   
Keith George, President M.A.P.

Attest:   
Jessica Mastalski, City Clerk  
City of Des Plaines

**APPENDIX A**

POLICE SUPERVISORY PERSONNEL								
EFFECTIVE FROM JANUARY 1, 2022 TO DECEMBER 31, 2022								
	HOURS	ADDITIONAL LONGEVITY						
	PER	AFTER AFTER AFTER						
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	129,597	136,275	142,944	-	1,000	1,500	2,000
Police Sergeant	40	122,866	124,818	126,770	128,723	1,000	1,500	2,000
POLICE SUPERVISORY PERSONNEL								
EFFECTIVE FROM JANUARY 1, 2023 TO DECEMBER 31, 2023								
	HOURS	ADDITIONAL LONGEVITY						
	PER	AFTER AFTER AFTER						
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	132,837	139,682	146,518	-	1,000	1,500	2,000
Police Sergeant	40	125,938	127,939	129,939	131,941	1,000	1,500	2,000
EFFECTIVE FROM JANUARY 1, 2024 TO DECEMBER 31, 2024								
	HOURS	ADDITIONAL LONGEVITY						
	PER	AFTER AFTER AFTER						
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	136,158	143,174	150,181	-	1,000	1,500	2,000
Police Sergeant	40	129,087	131,137	133,188	135,240	1,000	1,500	2,000
EFFECTIVE FROM JANUARY 1, 2025 TO DECEMBER 31, 2025								
	HOURS	ADDITIONAL LONGEVITY						
	PER	AFTER AFTER AFTER						
TITLE	WEEK	STEP A	STEP B	STEP C	STEP D	10 YEARS	15 YEARS	20 YEARS
Police Lieutenant	40	139,562	146,753	153,935	-	1,000	1,500	2,000
Police Sergeant	40	132,314	134,416	136,518	138,621	1,000	1,500	2,000

## SIDE LETTER OF AGREEMENT

### DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Des Plaines (“City”), the Metropolitan Alliance of Police Des Plaines Command Chapter # 241, referred to herein as the “Union”) hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the City’s Policy regarding “Officer Involved Shooting and Death,” including the section that requires each officer who is involved in an officer involved shooting to submit to drug and alcohol testing, so long as such testing is required by Public Act 100-389 or any similar state law.

2. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The parties agree that the term “involved in” an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

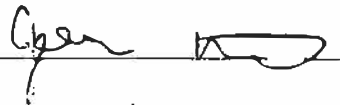
4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of

disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant, unless the officer otherwise consents. This does not limit the City's right to obtain test results via other available legal process.

**Metropolitan Alliance of Police Des Plaines  
Command Chapter 241**

**City of Des Plaines, Illinois**

By: 

By: 

Date: 2/3/22

Date: 2/3/2022