

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DES PLAINES

AND

**THE METROPOLITAN ALLIANCE OF POLICE
DES PLAINES POLICE CHAPTER #240**

JANUARY 1, 2017 THROUGH DECEMBER 31, 2021

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION	1
Section 1.1. Recognition.	1
Section 1.2. Sole Collective Bargaining Agent.	1
Section 1.3. Management Rights.	1
Section 1.4. Dues Deduction.	2
Section 1.5. Indemnification.	2
ARTICLE II CONFLICT WITH LAW	3
Section 2.1. Conflict of Law.	3
ARTICLE III WORK INTERRUPTION	3
ARTICLE IV GRIEVANCE PROCEDURE	3
Section 4.1. Procedure.	3
Section 4.2. Timeliness of Grievances.	4
Section 4.3. Right to File Grievances.	5
Section 4.4. Board Fire and Police Commissioners.	5
Section 5.5. Purge of Field File.	5
ARTICLE V COMPENSATION	6
Section 5.1. Wages.	6
Section 5.2. Step Increases.	6
Section 5.3. Advancement in Salary Schedule.	7
Section 5.4. Evaluations.	7
Section 5.5. Denial of Step Increases.	7
Section 5.6. Specialty Pay.	8
Section 5.7. Field Training Officer.	8
Section 5.8. Court Pay.	8
Section 5.9. Uniform Allowance.	8
Section 5.10. Differential Pay.	9
Section 5.11. Longevity Pay.	9
Section 5.12. Bilingual Pay.	9
ARTICLE VI OVERTIME AND SCHEDULING	9
Section 6.1. Schedule of Work.	9
Section 6.2. Overtime Pay.	9
Section 6.3. "Hours Worked".	10
Section 6.4. Section 7.4 Change in Day Off Schedule.	10
Section 6.5. Call Back Pay.	10
Section 6.6. Shift Exchange.	10
Section 6.7. Shift Schedule.	10
Section 6.8. "Compensatory Time".	11

Section 6.9. "Carryover of RDO's".	11
ARTICLE VII INSURANCE BENEFITS	11
Section 7.1. Health Insurance.	11
Section 7.2. Employee Contribution to Health Insurance Premiums.	11
Section 7.3. Prescription Drug Benefit.	12
Section 7.4. Flexible Benefit #125 Plan.	14
Section 7.5. Employee Life Insurance.	14
Section 7.6. Killed in the Line of Duty Benefits.	14
Section 7.7. Retiree Health Savings (RHS) Plan.	15
Section 7.8. City Discretion to Select Carrier.	15
Section 7.9. Dental Insurance.	15
Section 7.10. Vision Insurance.	15
ARTICLE VIII HOLIDAYS AND PERSONAL LEAVE	15
Section 8.1. Holidays.	15
Section 8.2. Holiday Scheduling.	16
Section 8.3. Holiday Pay Eligibility.	16
Section 8.4. Scheduling Holidays, Holiday Pay and Holiday Overtime.	16
Section 8.5. Personal Days Leave.	16
Section 8.6. Pay Out of Accrued Personal Leave Upon Retirement.	17
ARTICLE IX VACATIONS.	17
Section 9.1. Vacation Accrual.	17
Section 9.2. Vacation Eligibility.	18
Section 9.3. Vacation Pay.	18
Section 9.4. Vacation Scheduling and Accumulation.	18
Section 9.5. Holidays During Vacations.	18
Section 9.6. Pay Out of Accrued Vacation Upon Retirement.	18
ARTICLE X SICK LEAVE.	18
Section 10.1. Definition and Accumulation.	18
Section 10.2. Accrual of Sick Leave.	19
Section 10.3. Sick Leave Usage.	19
Section 10.4. Sick Leave Incentive.	19
ARTICLE XI FUNERAL LEAVE	19
ARTICLE XII LEAVES OF ABSENCE	20
Section 12.1. Family and Medical Leave.	20
Section 12.2. Unpaid Leave of Absence.	20
Section 12.3. Military Leave.	20
ARTICLE XIII MISCELLANEOUS	20
Section 13.1. Board of Fire and Police Commissioners.	20
Section 13.2. Chapter Business.	21
Section 13.3. Travel Expense Reimbursement.	21

Section 13.4. Training Time.....	21
Section 13.5. Alcohol & Substance Abuse Policy.....	21
Section 13.6. Labor Management Conference.	21
Section 13.7. Seniority.	22
Section 13.8. Seniority List.....	22
ARTICLE XIV UNIFORM POLICE OFFICER’S DISCIPLINARY ACT	22
Section 14.1. Uniform Peace Officer’s Disciplinary Act.	22
Section 14.2. Right to Representation.....	22
ARTICLE XV COMPLETE AGREEMENT	23
ARTICLE XVI DURATION.....	23

CITY OF DES PLAINES

AND

**THE METROPOLITAN ALLIANCE OF POLICE
DES PLAINES POLICE CHAPTER #240**

PREAMBLE

This Agreement made this ___ day of ___, 2018, by and between the CITY OF DES PLAINES, hereinafter referred to as the "City", and the METROPOLITAN ALLIANCE OF POLICE DES PLAINES POLICE CHAPTER #240 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 the sole and exclusive bargaining agent with respect to wages, hours and certain other conditions of employment for all full time Police Officers, but excluding all civilian employees who occupy a position involving matters of a confidential nature, and all management, professional, administrative and supervisory employees with authority to hire, transfer, suspend, discipline, discharge for cause, lay off, recall, promote, assign, evaluate or otherwise change the status of an employee, to evaluate their performance, or to adjust their grievances or to effectively recommend such action.

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.

Section 1.5. Indemnification.

The Metropolitan Alliance of Police shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits, and other forms of liability (monetary and otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions, provided that the City does not initiate or prosecute such action.

ARTICLE II

CONFLICT WITH LAW

Section 2.1. 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.

ARTICLE III

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 and 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 and the Chapter 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 his designee and the Chapter 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.

The City shall have the right to make decisions issued by an arbitrator a matter of public record.

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. Board Fire and Police Commissioners.

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 jurisdiction 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 (24) 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 said 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's representative may participate. The Chapter's representative and said employee shall be allowed a reasonable time together to discuss the matters involved.

Section 4.5. Purge of Field File.

The City agrees that copies of all minor reprimands on file for a period of twenty-four (24) months or more shall be removed from the watch commander's "field file." As used herein, "minor reprimand" shall mean an oral reprimand. The City also agrees that when a supervisor makes an entry into an employee's "field file," the employee shall be notified of the entry as soon as practical.

ARTICLE V

COMPENSATION

Section 5.1. Wages.

All employees covered by this Agreement shall receive a 2.50% increase to their base salary for the first year of the Agreement, January 1, 2017 to December 31, 2017, retroactive for all hours worked or paid to employees in the bargaining unit on the date of settlement, including employees who retired prior to this Agreement's execution. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

For the second year of this Agreement, January 1, 2018 to December 31, 2018, all employees covered by this Agreement shall receive a 2.50% increase to their base salary, retroactive for all hours worked or paid to employees in the bargaining unit on the date of settlement, including employees who retired prior to this Agreement's execution. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

For the third year of this Agreement, January 1, 2019 to December 31, 2019, all employees covered by this Agreement shall receive a 2.75% increase to their base salary, retroactive for all hours worked or paid to employees in the bargaining unit on the date of settlement, including employees who retired prior to this Agreement's execution. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

For the fourth year of this Agreement, January 1, 2020 to December 31, 2020, all employees covered by this Agreement shall receive a 2.75% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

For the fifth year of this Agreement, January 1, 2021 to December 31, 2021, all employees covered by this Agreement shall receive a 2.50% increase to their base salary. The salary ranges for all position classifications covered by this Agreement shall increase accordingly.

Salary ranges shall be listed in Appendix A of this Agreement.

The City shall, within forty one hundred twenty (120) calendar 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. This section shall not 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. Step Increases.

All employees who are hired, transferred or assigned to one of the above job classifications shall receive no less than Step 1 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 an annual performance appraisal prior to an employee's annual 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.

Employees in Step 1 shall be eligible for advancement to Step 2 after at least 12 months continuous employment by the City. Employees in Step 2 shall be eligible for advancement to Step 3 after at least 24 months continuous employment by the City. Employees in Step 3 shall be eligible for advancement to Step 4 after at least 36 months continuous employment by the City. Employees in Step 4 shall be eligible for advancement to Step 5 after at least 48 months continuous employment by the City. Employees in Step 5 shall be eligible for advancement to Step 6 after at least 60 months continuous employment by the City. In order for an employee to advance to the next higher step, he/she must receive a "meets standards" or higher rating in at least half (9 of the 18) of the evaluated performance standards.

The City reserves the right in their hiring practices to offer new applicants with a minimum of 2 years police experience starting pay at either Step 2 or Step 3, depending on their years of service.

Section 5.4. Evaluations.

Evaluations shall be conducted at least annually by a supervisor on the same shift as the employee. In addition to improving job performance and step advancement on the salary schedule, the evaluations may be used as a basis for training, promotions, transfers, demotions and may be used in determining discipline.

The evaluations shall be documented on a performance evaluation form which the Union will have input on. The rating criteria shall be recorded as:

EP	Exceptional Performance (Significantly)
MS	Meets Standards
NS	Not Satisfactory (Substandard)
N/A	Does not apply to this assignment

Supervisors who give ratings of Exceptional Performance or Not Satisfactory shall support these ratings with documented facts. Employees will have an opportunity to attach comments to the form after review.

If an employee believes that their evaluation 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 IV of the collective bargaining agreement within a week after receiving the evaluation.

Section 5.5. Denial of Step Increases.

If an employee believes that the denial of an 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 IV of this Agreement within one week after receiving notification of the denial. If an employee is denied an 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 schedule step.

Section 5.6. Specialty Pay.

An employee assigned from Patrol Officer to the positions of, Training Officer, Evidence Technician, Canine Officer, School Resource Officer, Community Action Team, or Traffic Unit, or Support Services Unit for a period in excess of one (1) pay period shall receive a five percent (5%) over the rate of patrol officer at the comparable step. An employee assigned from Patrol Officer to the position of Detective for a period in excess of one (1) pay period shall receive six and one-half percent (6- 1/2%) over the rate of patrol officer at the comparable step.

Section 5.7. Field Training Officer.

Patrol officers shall receive twenty dollars (\$20.00) for each one-half (1/2) day they are assigned as a Field Training Officer and required to submit a daily observation report (D.O.R.).

Section 5.8. 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 appearance 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 apply when employees are subpoenaed as a witness or complainant, ordered to appear at a criminal or civil proceeding, or subpoenaed as a witness in an administrative or disciplinary hearing 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, officers shall retain the witness fee and court pay shall not apply.

Employees who are held over beyond their regular duty shift during a court appearance shall not receive court pay; however, those additional hours worked shall be subject to the provisions of Article VI. In addition, employees that are the subject of an administrative or disciplinary hearing shall not receive court pay.

Employees cannot use compensatory time or benefit time for less than a full duty day to attend court.

Employees may elect to accrue compensatory time in lieu of court pay in accordance with Article VI Section 7.8.

Section 5.9. Uniform Allowance.

During the term of this contract, the City shall provide to each employee on active duty status (full duty or temporary light duty) an annual uniform allowance of seven hundred and seventy-five dollars (\$775).

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

A new employee shall receive his initial issue of required clothing (excluding sidearm, duty belt with accessories, and boots) in lieu of a uniform allowance in the first three (3) years of employment.

Section 5.10. Differential Pay.

Effective for the term of this Agreement, employees who work the midnight shift, 2200-0630 shall receive a one hundred (\$100.00) shift differential per month and shall be pro-rated.

Section 5.11. Longevity Pay.

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

<u>Position</u>	<u>10 years</u>	<u>15 years</u>	<u>20 years</u>
Patrol Officer	\$808	\$1,656	\$2,458
Community Relations Specialist	\$839	\$1,719	\$2,643
Support Services Division	\$839	\$1,719	\$2,643
Traffic Officer	\$839	\$1,719	\$2,643
Specialist Truck Weight Officer	\$839	\$1,719	\$2,643
Evidence Technician	\$839	\$1,719	\$2,643
Patrol Officer Assigned to Detective Duties	\$849	\$1,740	\$2,675

This language would not be retroactive, but take effect upon ratification of the agreement.

Section 5.12. Bilingual Pay.

Any employee covered by this Agreement who is certified (per department policy) as fluent in Spanish, Polish, or any other language approved by the City shall receive a seventy-five dollar (\$75.00) differential pay per month beginning after his or her probationary period.

This language would not be retroactive, but would take effect upon ratification of the agreement.

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.

One and one-half times (1.5) the regular hourly rate shall be paid for all "hours worked" in excess of eight hours per day (except where the parties have agreed to modify the work schedule). 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 Appendix A, 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 as referenced in Article IX, Section 9.2.

Overtime pay as it relates to consecutive work days shall be covered in a scheduling side letter. 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.

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 and 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.~~Section 7.4~~ Change in Day Off Schedule.

Where it is reasonably necessary for the City to change the regular day off schedule, the City will, except when the City determines that it is an emergency, give two (2) weeks advance notice to the employees affected thereby.

Section 6.5. Call Back Pay.

Employees who are called in to report to work outside their regularly scheduled working hours shall receive a minimum of two (2) hours or the actual number of hours worked at one and one-half (1.5) times their regular hourly rate, whichever is greater. Call-back in excess of two (2) hours shall be calculated from the time that the employee arrives at the police station to report to duty until he/she is relieved of duty. This provision does not pertain to an employee who has arrived at the police station prior to his/her duty day and is requested to go on duty early.

Section 6.6. 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 6.7. Shift Schedule.

The City will maintain the current work schedule during the term of this agreement. However, the parties may agree to establish a pilot program or alternative work schedule. If the parties agree to establish such

a pilot program, the procedures governing implementation of that alternative work schedule shall be set forth in a side letter agreement between the parties.

Section 6.8. "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 on a City approved form in accordance to Department procedures. 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. With the exception of 25 hours of which the employee may elect to carry over to the following year, an employee shall have until December 31st 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 6.9. "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**

The following language in Sections 7.1, 7.2, and 7.3 will remain in effect until December 31, 2018:

Section 7.1. Health Insurance.

Subject to the conditions of this Article, the City shall provide a health insurance program to regular full-time employees meeting the eligibility requirements of the program and certain benefits to their dependents. The City agrees that it shall not, on its own accord, reduce the health insurance benefits described in this Article during the term of the Agreement.

Section 7.2. Employee Contribution to Health Insurance Premiums.

During the term of this Agreement 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 #1	88%	12%
HMO	93%	7%
Dental Option #1	88%	12%

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 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.

Beginning January 1, 2013 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

Effective January 1, 2016

PPO:	Retail Rx	Mail-Order Rx
	\$10 Generic	\$10 Generic
	\$25 Formulary Brand	\$35 Formulary Brand
	\$40 Non-Formulary Brand	\$50 Non-Formulary Brand

80% for specialty medications with a maximum out of pocket of \$200 per prescription, maximum annual out of pocket of \$1,000.

HMO:	Retail Rx	Mail-Order Rx
------	-----------	---------------

\$10 Generic
\$25 Formulary Brand
\$40 Non-Formulary Brand

\$10 Generic
\$35 Formulary Brand
\$50 Non-Formulary Brand

80% for specialty medications with a maximum out of pocket of \$200 per prescription, maximum annual out of pocket of \$1,000.

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

Beginning on January 1, 2019, the above Sections (7.1, 7.2, and 7.3) will be replaced by the following Sections 8.1, 8.2, and 8.3 provisions:

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.

Commencing January 1, 2019, and during the remaining term of this Agreement, 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%

Note: Employees shall be ineligible to participate in the PPO Option #1 and the HMO Option #2 after December 31, 2018.

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. These unit costs will reflect only the cost of health care (inclusive of any administrative fees) and any funds needed to maintain an adequate reserve. 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 Benefits.

The current prescription drug program shall remain unchanged until December 31, 2018. Commencing January 1, 2019, 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 \$70,000 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 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. 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 7.9. 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 7.10. 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
Martin Luther King, Jr. Birthday
President's 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 Years Day, Independence Day, and Christmas Day, on which the actual calendar day of the holiday shall be observed. All other 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). Departmental seniority shall prevail. One Evidence Technician will be scheduled to work on Christmas Day (including Christmas Eve) and New Year's Day (including New Year's Eve).

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. 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 Days Leave.

Employees shall accrue personal leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual</u>
1 to 4 Years	0 hours
5 to 9 Years	8 hours
10 to 14 Years	16 hours
15 to 19 Years	24 hours
20-24 Years	32 hours
25+ Years	40 hours

Employees may accumulate a maximum personal leave balance up to 40 hours. Employees reaching the maximum personal leave accrual will cease to earn additional personal leave hours until their personal leave balance falls below the maximum accrual limit. Employees are informed on each bi-weekly payroll voucher of current leave balances. It is the responsibility of employees to monitor their individual personal leave balance and know how close they are to the maximum accrual.

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 months immediately prior to his anniversary date.

Section 8.6. Pay Out of Accrued Personal Leave Upon Retirement.

Upon retirement or 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
VACATIONS

Section 9.1. Vacation Accrual.

Employees begin accruing vacation leave with 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 at a rate that corresponds to the number of completed years of continuous full-time service.

Employees shall accrue vacation leave in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Annual Accrual</u>
1 Year to 4 Years	80 hours
5 Years to 9 Years	120 hours
10 Years to 14 Years	136 hours
15 Years to 19 Years	160 hours
20 Years to 24 Years	184 hours
25 Years +	200 hours

Section 9.2. Vacation Eligibility.

To be eligible for vacation 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 months immediately prior to his anniversary date.

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 leave hours until their vacation leave balance falls below the maximum accrual limit. Employees are informed on each bi-weekly payroll voucher of current vacation balances. It is the responsibility of employees to monitor their individual vacation leave balances and know how close they are to their maximum limit.

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 seven hundred and twenty (720) 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 be eligible for one (1) additional vacation day for each calendar six (6) month period (Jan 1-June 30, July 1- Dec 31) in which there is no absence (excluding duty injury) from work due to sick leave or a leave of absence without pay.

ARTICLE XI **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, domestic partner (as defined in the State's Civil Union Act, 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 by the City Manager upon the recommendation of the Chief of Police or his designee. An employee shall be paid for eight (8) hours at his regular straight time hourly 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. Family and 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.

Section 12.2. Unpaid Leave of Absence.

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 Police Chief 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 12.3. 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 the State of Illinois "Local Government Employee Benefits Continuation Act" and the "Military Leave of Absence Act". 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 thirty (30) days notice prior to implementing any change to this policy.

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 Act.

Section 13.2. Chapter Business.

After the conclusion of roll call, and provided that reasonable advance notice is given to the Commander or designee by a Chapter Officer of the Des Plaines Chapter and further provided that the Commander or designee 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 Commander or designee 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 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 one (1) round trip 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.

An employee working the midnight shift, 2200 – 0630 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 employee 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. Alcohol & Substance Abuse Policy.

The City's Alcohol and Substance Abuse Policy is a part of this Agreement in its entirety as an addendum to this Agreement.

Section 13.6. Labor Management Conference.

The Union and the City agree that in the interest of efficient management and harmonious employee relations, quarterly meetings may be held if mutually agreed between the Union President and the Police Chief or his designee. The Labor Management Conference shall be attended by four (4) City representatives appointed by the Police Chief and four (4) Union representatives appointed by the Union President. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) notifying the Union of changes in conditions of employment contemplated by the City which may affect employees; and
- (d) safety and health issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, with the exception of the side letter regarding work hours.

Section 13.7. Seniority.

Seniority is defined as the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the City. Conflicts of seniority shall be determined on the basis of the order of officers on the Fire and Police Commission hiring list, with the officer higher on the list being the most senior officer. Seniority shall not accrue during any unauthorized unpaid leave of absence or an unpaid leave of absence in excess of thirty (30) days. In such event, the employee's seniority date shall be adjusted accordingly.

Section 13.8. Seniority List.

On or before January 1 each year, the City shall provide the Chapter with a seniority list setting forth each employee's seniority date. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) days after the Chapter receives the list.

ARTICLE XIV UNIFORM POLICE OFFICER'S DISCIPLINARY ACT

Section 14.1. Uniform Peace Officer's Disciplinary Act.

The parties agree that the provisions of Chapter 50 ¶725/1. et seq. Ill. Comp. Stat., 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

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.

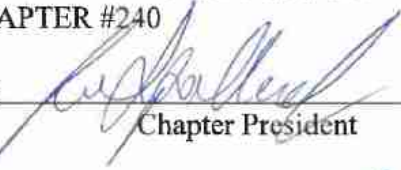
This Agreement sets forth the full and complete understandings of the parties hereto and cancels and supersedes any and all agreements heretofore entered into by and between the parties and cancels and supersedes any City rules, regulations, policies and past practices, written or oral.

ARTICLE XVI
DURATION

This Agreement shall become effective upon execution by the parties herein and shall be in effect from January 1, 2017, through midnight, December 31, 2021. This Agreement shall continue in full force and effect until December 31, 2021, and shall automatically renew itself during the five (5) one-year periods it covers. Notice and contract negotiation proposals for January 1, 2021, shall be submitted by both sides on or before August 1, 2020, and a meeting shall be scheduled prior to September 15, 2020, to discuss such proposals.

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 POLICE
CHAPTER #240

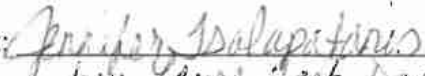
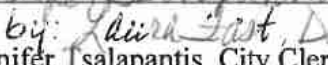
By:  _____
Chapter President

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

Date: _____

CITY OF DES PLAINES

By:  _____
Matthew Bogusz, Mayor
City of Des Plaines

Attest:  _____
by:  Deputy
Jennifer Tsalapantis, City Clerk
City of Des Plaines

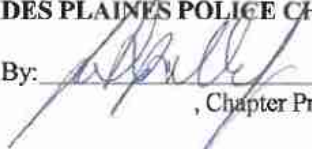
Date: _____


**SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF DES PLAINES POLICE DEPARTMENT, WILLIAM KUSHNER, CHIEF OF POLICE
AND
METROPOLITAN ALLIANCE OF POLICE, DES PLAINES POLICE CHAPTER #240**

WHEREAS, the parties have reached a mutual agreement for an eight and one-half (8 ½) hour work-day shift, do hereby agree to amend and modify the current collective bargaining agreement, insofar as the below listed issues contradict any terms of said agreement:

1. In accordance with Section 6.7 of the 2017 - 2021 collective bargaining agreement, the parties acknowledge and agree the period of an eight and one-half (8 ½) hour workday shift will commence on or about February 1st, 2008, and will continue through term of the next collective bargaining agreement. . If a new contract is not ratified by the end of his collective bargaining agreement, the side letter will continue until a new contract is ratified. If the parties have not reached agreement on a work schedule established in a side letter to that contract, the matter shall be submitted to interest arbitration under Section 14 of the Act.
2. The parties acknowledge and agree that the eight and one-half (8 ½) hour workday shift shall be for all officers working regular patrol. Day off requests made outside of the officers' normal rotation must be submitted via city email.
3. The parties acknowledge and agree that a normal workday will consist of eight and one-half (8 ½) hours, which includes one-half (½) hour paid lunch break. The workday schedule will be based on a five-two/five-three day off schedule in a 15 day work period. Officers working a sixth consecutive day will be compensated at one and one half the officers' regular straight time hourly rate of pay unless agreed upon by the officer and the city. The shifts, workdays and hours assigned to officers will be based on a yearly calendar schedule.
4. Holidays paid and worked shall be assigned as an eight (8) hour workday. Hours worked in excess of eight and one-half (8 ½) hours on a normal workday or 92 hours in the 15 day work period will be paid on the basis of one and one-half times the officer's regular straight-time hourly rate of pay. Hours worked in excess of eight (8) hours on a holiday will be paid on the basis of two and one-half the officer's regular straight-time hourly rate of pay. Callback on a Holiday will be treated the same as a holiday worked.
5. Schedules can only be changed when agreed upon by the officer and the City. In the event of an emergency (natural disaster, major incident), schedules can be changed without prior notification.
6. Shift assignment will be based on seniority, divided by a permanent midnight shift (2200-0630), and a monthly rotation between the dayshift (0600-1430) and the evening shift (1400-2230). Officers will be required to submit their shift preference by Oct 30th, for the year following. Officers in specialty positions, including Evidence Technicians, TRT, NIPAS, and Field Training Officers, are subject to the discretion of the Police Chief to meet shift staffing needs. If conflict arises within a specialty position, seniority will prevail. Scheduling shifts based on seniority will only be considered for the start of the calendar year. If an officer moves or is assigned to the Patrol Division after the start of the year, he/she will be placed dependent on manpower strength. The power shift (1630-0100) will be staffed on a voluntary basis. If there are not enough volunteers, the Chief of Police or his designee can assign an officer to the power shift based on seniority.
7. The parties acknowledge and agree that all benefit time, such as vacation, sick leave, funeral leave, personal days, bonus days, and holiday pay shall be used as eight (8) hours. Officers are required to work 2080 hours per year. An officer must make up the balance of hours, either by using compensatory time or reducing their benefit time (vacation/personal/bonus day/comp time/bank time) saved up to that point if their annual total is less than 2080 hours.
8. The parties acknowledge and agree that all training and all schools shall be paid and accounted for as a complete eight and one-half (8 ½) hour workday.
9. The parties acknowledge and agree that probationary officers engaged in the field training program shall be subject to the rotation of the field training officer he/she is assigned to. Additional day(s) off requested by the probationary officer shall be subject to the discretion of the probationary officer's assigned Watch Commander. Upon completion of the field training program, officers shall be assigned to a shift or rotation of shifts until off probation at the discretion of the Chief of Police or his designee.

**METROPOLITAN ALLIANCE OF POLICE
DES PLAINES POLICE CHAPTER #240**

By: 
_____, Chapter President


By: 

Keith George
President, Metropolitan Alliance of Police

CITY OF DES PLAINES, A Municipal Corporation

By: 

Michael Bartholomew, City Manager, City of Des Plaines

By: 

William Kushner
Chief of Police, City of Des Plaines

SCHEDULE II

PUBLIC-SAFETY PERSONNEL - POLICE

UNION

EFFECTIVE FROM JANUARY 1, 2017 TO DECEMBER 31, 2017

TITLE	HOURS	ADDITIONAL LONGEVITY								
	PER WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Patrol Officer	40	68,576	74,538	78,458	82,772	87,741	95,636	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	72,006	78,265	82,379	86,909	92,128	100,420	839	1,719	2,643
Canine Officer	40	72,006	78,265	82,379	86,909	92,128	100,420	839	1,719	2,643
School Liaison Officer	40	72,006	78,265	82,379	86,909	92,128	100,420	839	1,719	2,643
Traffic Unit Officer	40	72,006	78,265	82,379	86,909	92,128	100,420	839	1,719	2,643
Training Officer	40	72,006	78,265	82,379	86,909	92,128	100,420	839	1,719	2,643
Community Action Team	40	72,006	78,265	82,379	86,909	92,128	100,420	839	1,719	2,643
Detective	40	73,032	79,384	83,557	88,153	93,443	101,854	849	1,740	2,675

SCHEDULE II

PUBLIC-SAFETY PERSONNEL - POLICE

UNION

EFFECTIVE FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

TITLE	HOURS PER WEEK							ADDITIONAL LONGEVITY		
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Patrol Officer	40	70,290	76,401	80,419	84,841	89,935	98,026	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	73,806	80,222	84,439	89,081	94,431	102,931	839	1,719	2,643
Canine Officer	40	73,806	80,222	84,439	89,081	94,431	102,931	839	1,719	2,643
School Liaison Officer	40	73,806	80,222	84,439	89,081	94,431	102,931	839	1,719	2,643
Traffic Unit Officer	40	73,806	80,222	84,439	89,081	94,431	102,931	839	1,719	2,643
Training Officer	40	73,806	80,222	84,439	89,081	94,431	102,931	839	1,719	2,643
Community Action Team	40	73,806	80,222	84,439	89,081	94,431	102,931	839	1,719	2,643
Detective	40	74,858	81,369	85,646	90,357	95,779	104,401	849	1,740	2,675

SCHEDULE II

PUBLIC SAFETY PERSONNEL - POLICE

UNION

EFFECTIVE FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

TITLE	HOURS PER WEEK							ADDITIONAL LONGEVITY		
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Patrol Officer	40	72,223	78,502	82,631	87,174	92,408	100,722	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	75,836	82,428	86,761	91,531	97,028	105,761	839	1,719	2,643
Canine Officer	40	75,836	82,428	86,761	91,531	97,028	105,761	839	1,719	2,643
School Liaison Officer	40	75,836	82,428	86,761	91,531	97,028	105,761	839	1,719	2,643
Traffic Unit Officer	40	75,836	82,428	86,761	91,531	97,028	105,761	839	1,719	2,643
Training Officer	40	75,836	82,428	86,761	91,531	97,028	105,761	839	1,719	2,643
Community Action Team	40	75,836	82,428	86,761	91,531	97,028	105,761	839	1,719	2,643
Detective	40	76,917	83,606	88,001	92,842	98,413	107,272	849	1,740	2,675

PUBLIC-SAFETY PERSONNEL - POLICE

UNION

EFFECTIVE FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

	HOURS	ADDITIONAL LONGEVITY								
	PER							AFTER	AFTER	AFTER
TITLE	WEEK	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	10 YEARS	15 YEARS	20 YEARS
Patrol Officer	40	74,209	80,661	84,903	89,572	94,949	103,492	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	77,922	84,694	89,147	94,048	99,696	108,670	839	1,719	2,643
Canine Officer	40	77,922	84,694	89,147	94,048	99,696	108,670	839	1,719	2,643
School Liaison Officer	40	77,922	84,694	89,147	94,048	99,696	108,670	839	1,719	2,643
Traffic Unit Officer	40	77,922	84,694	89,147	94,048	99,696	108,670	839	1,719	2,643
Training Officer	40	77,922	84,694	89,147	94,048	99,696	108,670	839	1,719	2,643
Community Action Team	40	77,922	84,694	89,147	94,048	99,696	108,670	839	1,719	2,643
Detective	40	79,032	85,906	90,421	95,395	101,119	110,222	849	1,740	2,675

PUBLIC-SAFETY PERSONNEL - POLICE

UNION

EFFECTIVE FROM JANUARY 1, 2021 TO DECEMBER 31, 2021

TITLE	HOURS PER WEEK							ADDITIONAL LONGEVITY		
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS
Patrol Officer	40	76,064	82,678	87,025	91,811	97,323	106,079	808	1,656	2,458
Patrol Officer Assigned:										
Evidence Technician	40	79,870	86,812	91,375	96,399	102,189	111,387	839	1,719	2,643
Canine Officer	40	79,870	86,812	91,375	96,399	102,189	111,387	839	1,719	2,643
School Liaison Officer	40	79,870	86,812	91,375	96,399	102,189	111,387	839	1,719	2,643
Traffic Unit Officer	40	79,870	86,812	91,375	96,399	102,189	111,387	839	1,719	2,643
Training Officer	40	79,870	86,812	91,375	96,399	102,189	111,387	839	1,719	2,643
Community Action Team	40	79,870	86,812	91,375	96,399	102,189	111,387	839	1,719	2,643
Detective	40	81,008	88,053	92,682	97,780	103,647	112,977	849	1,740	2,675

**SIDE LETTER OF AGREEMENT
BETWEEN
CITY OF DES PLAINES POLICE DEPARTMENT, William Kushner, CHIEF OF POLICE
AND
METROPOLITAN ALLIANCE OF POLICE, DES PLAINES POLICE CHAPTER #240**

WHEREAS, during bargaining on a successor contract to the current collective bargaining agreement, the parties have reached a mutual agreement on the selection process, term of employment and specialty pay as it pertains to the position of Task Force Officer (TFO); and

WHEREAS, an outside government agency is responsible for making a final decision on the person appointed to the Task Force Officer position;

NOW, THEREFORE, be it resolved that the parties do hereby agree to the following:

**TASK FORCE OFFICER – SELECTION PROCESS, TERMS OF EMPLOYMENT
AND SPECIALTY PAY**

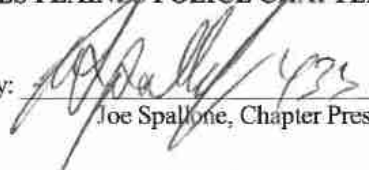
When a Task Force Officer position becomes available, the Police Chief or designees will solicit qualified candidates and recommend three (3) candidates to the outside agency who will then make the final determination as to the selection of the TFO.

The TFO position will be a five (5) year commitment. At the end of the five years, a new officer shall be appointed to the TFO position.

While assigned as a TFO, the officer shall receive a 6.5% specialty pay increase over the rate of patrol officer at the comparable step in salary. When the five (5) year period is over, and the officer is removed the 6.5% specialty pay increase will also be removed.

This side letter will remain in effect for the term of the 2017-2021 collective bargaining agreement.

**METROPOLITAN ALLIANCE OF POLICE
DES PLAINES POLICE CHAPTER #240**

By: 
Joe Spallone, Chapter President

Date: 12/5/18

CITY OF DES PLAINES, A Municipal Corporation

By: 
William Kushner, Chief of Police

Date: 12/6/18

SIDE LETTER OF AGREEMENT
DRUG TESTING FOLLOWING OFFICER INVOLVED SHOOTINGS

The City of Des Plaines ("City"), the Metropolitan Alliance of Police Des Plaines Police Chapter # 240, 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 Deaths" 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
Police Chapter 240**

City of Des Plaines, Illinois

By: 

By: 

Date: 10/31/18

Date: _____