



# City of Chicago



O2013-8448

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	11/13/2013
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Collective Bargaining Agreement with Unit 156 - Sergeants
<b>Committee(s) Assignment:</b>	Committee on Workforce Development and Audit

CHICAGO, NOVEMBER 26, 2013

To the President and Members of the City Council:

Your Committee on Workforce Development and Audit, to which was referred (November 13, 2013) a Collective Bargaining Agreement with Unit 156 - Sergeants, begs leave to recommend that Your Honorable Body **DO PASS** the agreement submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

A handwritten signature in black ink that reads "Patrick O'Connor". The signature is written in a cursive style with a large, sweeping initial "P" and "O".

---

Patrick J. O'Connor, Chairman  
Workforce Development & Audit



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

November 13, 2013

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with Unit 156 - Sergeants.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

  
Mayor



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**ORDINANCE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

SECTION 1. The City Council hereby approves the attached agreement between the City of Chicago and the Policemen's Benevolent and Protective Association of Illinois, Unit 156, Sergeants. The Mayor is authorized to execute this agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

APPROVED  
*Stephen R. Patton*  
CORPORATION COUNSEL

APPROVED  
*John Emmanuel Sr.*  
Mayor  
11/26/13

**AGREEMENT**

**BETWEEN THE**

**CITY OF CHICAGO**

**AND THE**

**POLICEMEN'S BENEVOLENT & PROTECTIVE  
ASSOCIATION OF ILLINOIS, UNIT 156-SERGEANTS**

**EFFECTIVE JULY 1, 2012 THROUGH JUNE 30, 2016**

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**ARTICLE 1  
PREAMBLE**

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation, (hereinafter referred to as the "Employer") and the Policemen's Benevolent & Protective Association of Illinois, Unit 156-Sergeants (hereinafter referred to as "Unit 156-Sergeants").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and Unit 156-Sergeants, to promote efficiency and effectiveness in the Department of Police (hereinafter referred to as the "Department"), to establish wages, hours, standards and other terms and conditions of employment for Sergeants covered by this Agreement and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement. This Agreement shall take effect on the effective date of an ordinance approving the Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree, as follows:

**ARTICLE 2  
RECOGNITION AND UNIT WORK**

Pursuant to the certification of the Illinois Local Labor Relations Board dated December 13, 1996, the Employer recognizes Unit 156-Sergeants as the sole and exclusive collective bargaining representative for all sworn police officers in the rank of Sergeant (hereinafter referred to as "Sergeant"), excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act as set out in Appendix A.

**ARTICLE 3  
UNION SECURITY**

**Section 3.1 Maintenance of Membership and Agency Shop**

A. Each Sergeant who on the effective date of this Agreement is a member of Unit 156-Sergeants and each Sergeant who becomes a member after that date, shall, as a condition of employment, maintain membership in good standing in Unit 156-Sergeants during the term of this Agreement.

B. Any present Sergeant who is not a member of Unit 156-Sergeants shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Unit 156-Sergeants dues) of the cost of the collective bargaining process and contract administration. All Sergeants who are promoted into Unit 156-Sergeants on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth day following their promotion, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

### **Section 3.2 Dues Deduction**

A. With respect to any Sergeant (i) who is covered by this Agreement or who was covered by this Agreement and is on a leave of absence from the Sergeant rank to serve in an exempt position within the Department and (ii) on whose behalf the Employer receives written authorization in a form agreed upon by Unit 156-Sergeants and the Employer, the Employer shall deduct from the wages of the Sergeant or exempt member the dues and/or financial obligations uniformly required and shall forward the full amount to Unit 156-Sergeants by the tenth day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by Unit 156-Sergeants. Authorization for such deductions shall be irrevocable, unless revoked by written notice to the Employer and Unit 156-Sergeants during the fifteen- (15-) day period prior to the expiration of this Agreement. The Employer will not similarly deduct the dues of any other organization as to Sergeants covered by this Agreement.

B. With respect to any Sergeant on whose behalf the Employer has not received a written authorization as provided for in subsection (A), the Employer shall deduct from the wages of the Sergeant the fair share financial obligation (including any retroactive amount due and owing) and shall forward said amount to Unit 156-Sergeants by the tenth day of the month following the month in which the deduction is made, subject only to the following:

1. Unit 156-Sergeants has certified to the Employer that the affected Sergeant has been delinquent in his/her obligation for at least sixty (60) days;
2. Unit 156-Sergeants has certified to the Employer that the affected Sergeant has been notified in writing of the obligation and the requirement of each provision of this Article; and
3. Unit 156-Sergeants has certified to the Employer that the affected Sergeant has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to appear before Unit 156-Sergeants or its designee for the purpose of being heard on said objections.

C. The provisions of this Section that apply to Sergeants who are on leaves of absence from the Sergeant rank to serve in exempt positions within the Department are not subject to the grievance and arbitration procedure set forth in this Agreement.

### **Section 3.3 Indemnity**

Unit 156-Sergeants shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with this Article or in reliance on any list, notices, certifications or assignments furnished under any of its provisions.

### **Section 3.4 *Bona Fide* Religious Belief**

This Article shall not be enforced in a manner inconsistent with Section 6(g) of the Illinois Public Labor Relations Act based upon the *bona fide* religious tenets or teachings of a church or religious body of which such Sergeants are members, provided, however, that such Sergeants may be required to pay an amount equal to a lawful fair share to a non-religious charitable organization mutually agreed upon by the affected Sergeants and Unit 156-Sergeants.

### **Section 3.5 Unit 156-Sergeants Presentation at Orientation**

The Employer shall grant Unit 156-Sergeants an opportunity during the orientation of newly promoted Sergeants to present the benefits of membership in Unit 156-Sergeants.

## **ARTICLE 4 MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, the following:

- A. To determine the organization and operations of the Department;
- B. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- C. To set standards for the services to be offered to the public;
- D. To direct the Sergeants of the Department, including the right to assign work and overtime;
- E. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule Sergeants;
- F. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve Sergeants from duties because of a lack of work or funds or for other proper reasons;
- G. To contract out work when essential in the exercise of police power;
- H. To establish work schedules and determine the starting and quitting times and the number of hours to be worked;
- I. To establish, modify, combine or abolish job positions and classifications;
- J. To add, delete or alter methods of operation, equipment or facilities;
- K. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;



- L. To establish, implement and maintain an effective internal control program;
- M. To suspend, demote, discharge or take other disciplinary action against Sergeants for just cause; and
- N. To add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance and arbitration procedure contained herein, provided that no right is exercised contrary to, or inconsistent with, other terms of this Agreement.

#### **ARTICLE 4A ACCOUNTABILITY OF SERGEANTS**

Police Sergeants, as with all police officers, are agents of the Employer and the Department who shall serve, represent and execute such professional policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Department as such policies, procedures and directives may be established. Within the scope of these professional policies, procedures and directives, Sergeants are to prepare, oversee and monitor the performance of Department officers and employees and to evaluate the performance of subordinates in order to make such recommendations to the Superintendent of Police (hereinafter referred to as the "Superintendent") which will allow the Superintendent to exercise complete and independent discretion relating to such matters.

#### **ARTICLE 5 NO STRIKE**

##### **Section 5.1 No Strike Commitment**

Neither Unit 156-Sergeants nor any Sergeant will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or other concerted refusal to perform duties by any Sergeant or Sergeant group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer. Neither Unit 156-Sergeants nor any Sergeant shall refuse to cross any picket line by whoever established.

##### **Section 5.2 Resumption of Operations**

In the event of an action prohibited by Section 5.1, Unit 156-Sergeants immediately shall disavow such action and request the Sergeants to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Unit 156-Sergeants, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### **Section 5.3 Union Liability**

Upon the failure of Unit 156-Sergeants to comply with the provisions of Section 5.2, any agent or official of Unit 156-Sergeants who is a Sergeant covered by this Agreement may be subject to the provisions of Section 5.4.

### **Section 5.4 Discipline of Strikers**

Any Sergeant who violates the provisions of Section 5.1 shall be subject to immediate discharge. Any action taken by the Employer against any Sergeant who participates in an action prohibited by Section 5.1 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a Sergeant in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## ARTICLE 6 BILL OF RIGHTS

### Section 6.1 Conduct of Disciplinary Investigation

Whenever a Sergeant covered by this Agreement is the subject of a disciplinary investigation other than summary punishment, the interrogation will be conducted in the following manner:

A. The interrogation of the Sergeant, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, preferably while the Sergeant is on duty, or, if feasible, during daylight hours.

B. The interrogation, depending upon the allegation, will normally take place at the Sergeant's Unit of assignment, the Independent Police Review Authority, the Internal Affairs Division or other appropriate location.

C. Prior to an interrogation, the Sergeant under investigation shall be informed of the identities of the person in charge of the investigation, the interrogation officer and all persons present during the interrogation. When a formal statement is being taken, all questions directed to the Sergeant under interrogation shall be asked by and through one interrogator.

D. Unless the Superintendent specifically authorizes in writing, no complaint or allegation of any misconduct concerning any incident or event which occurred five (5) years prior to the date the complaint or allegation became known to the Department shall be made the subject of a Complaint Register investigation or be re-opened or re-investigated after five (5) years from the date the Complaint Register number was issued.

E. No anonymous complaint made against a Sergeant shall be made the subject of a Complaint Register investigation, unless the allegation is a violation of the Illinois Criminal Code, the criminal code of another state of the United States or a criminal violation of a federal statute.

F. No anonymous complaint regarding residency or medical roll abuse shall be made the subject of a Complaint Register investigation until verified. No ramifications will result regarding issues other than residency or medical roll abuse from information discovered during an investigation of an anonymous complaint regarding residency or medical roll abuse, unless of a criminal nature as defined in the preceding paragraph.

G. Immediately prior to the interrogation of a Sergeant under investigation, the Sergeant shall be informed, in writing, of the nature of the complaint, the names of all complainants and the specific date, time and, if relevant, location of the incident.

H. The length of interrogation sessions will be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

I. A Sergeant under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.

J. A Sergeant under investigation will be provided with a copy of any and all statements the Sergeant has made that are recorded either audio electronically or in writing within seventy-two (72) hours of the time the statement was made. In the event a re-interrogation of the Sergeant is required within the seventy-two- (72-) hour period following the initial interrogation, the Sergeant will be provided with a copy of his/her initial statement before the subsequent interrogation.

K. If the allegation under investigation indicates a recommendation for separation is probable against the Sergeant, the Sergeant will be given the statutory administrative proceedings rights, or, if the allegation indicates criminal prosecution is probable against the Sergeant, the Sergeant will be given the constitutional rights concerning self-incrimination prior to the commencement of the interrogation.

L. A Sergeant under interrogation shall have the right to be represented by counsel of his/her own choice and to have that counsel present at all times during the interrogation, and/or, at the request of the Sergeant under interrogation, the Sergeant shall have the right to be represented by a representative of Unit 156-Sergeants and to have that representative present at all times during the interrogation. The Unit 156-Sergeants representative shall be a Sergeant covered by Article 17 or an off-duty Sergeant designated by Unit 156-Sergeants. The interrogation shall be suspended for a reasonable time until representation can be obtained.

M. Prior to the imposition of discipline, the Sergeant will be informed of the rule violated and the corresponding specifications of misconduct, including the date, time, location and manner in which the rule was violated.

N. The provisions of this Agreement shall be deemed to authorize the Independent Police Review Authority and the Internal Affairs Division to require Sergeants under interrogation to provide audio-recorded statements, provided that the provisions in Section 6.1 are satisfied.

O. If a Sergeant provides a statement during the investigation conducted promptly following a shooting incident and then is later interrogated by the Independent Police Review Authority or the Internal Affairs Division as part of an investigation related to such incident, the Sergeant shall be provided with a copy of the portion of any official report that purportedly summarizes his/her prior statement before the interrogation.

## **Section 6.2 Witness Statements in Disciplinary Investigations**

When a Sergeant covered by this Agreement is required to give a statement in the presence of an observer, as a witness in a disciplinary investigation other than summary punishment, or as a witness in a police-related shooting investigation, at the request of the Sergeant the interview shall be conducted in the following manner:

A. The interview of the Sergeant shall be scheduled at a reasonable time, preferably while the Sergeant is on duty, or, if feasible, during daylight hours.

B. The interview, depending on the nature of the investigation, will normally take place at the Sergeant's Unit of assignment, the Independent Police Review Authority, the Internal Affairs Division or other appropriate location.

C. Prior to an interview, the Sergeant being interviewed shall be informed of the identities of the person in charge of the investigation, the interviewing officer and all persons present during the interview and the nature of the complaint, including the date, time, location and relevant Records Division ("R.D.") number, if known. When a formal statement is being taken, all questions directed to the Sergeant being interviewed shall be asked by and through one interviewer.

D. The Sergeant will be provided with a copy of any and all statements he/she has made that are recorded either audio electronically or in writing within seventy-two (72) hours of the time the statement was made. In the event a re-interview of the Sergeant is required within the seventy-two- (72-) hour period following the initial interview, the Sergeant will be provided with a copy of his/her initial statement before the subsequent interview.

E. A Sergeant being interviewed pursuant to this Section shall, upon his/her request, have the right to be represented by counsel of his/her own choice and to have that counsel present at all times during the interview, or, at the request of the Sergeant being interviewed, the Sergeant shall have the right to be represented by a representative of Unit 156-Sergeants and to have that representative present at all times during the interview. The Unit 156-Sergeants representative shall be a Sergeant covered by Article 17 or an off-duty Sergeant designated by Unit 156-Sergeants. For purposes of this subsection, "represented" shall mean that the Sergeant's counsel and/or representative shall only advise the Sergeant, but shall not in any way interfere with the interview. The interview shall be postponed for a reasonable time, but in no case for more than forty-eight (48) hours from the time the Sergeant is informed of the request for an interview and the general subject matter thereof and his/her counsel or representative can be present, provided that, in any event, interviews in shooting cases may be postponed for no more than two (2) hours.

F. This Section shall not apply to questions from a supervisor in the course of performing his/her normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports, except To-From-Subject Reports that relate to the Sergeant as a witness to a police-related shooting.

G. The length of interviews will be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

H. The provisions of this Agreement shall be deemed to authorize the Independent Police Review Authority and the Internal Affairs Division to require Sergeants being interviewed to provide audio-recorded statements, provided that the provisions in Section 6.2 are satisfied.

I. If a Sergeant provides a statement during the investigation conducted promptly following a shooting incident and then is later interviewed by the Independent Police Review Authority or the Internal Affairs Division as part of an investigation related to such incident, the Sergeant shall be provided with a copy of the portion of any official report that purportedly summarizes his/her prior statement before the interview.

### **Section 6.3 Non-Adoption of Ordinance**

The Employer shall not adopt any ordinance and the Department shall not adopt any regulation which prohibits the right of a Sergeant to bring suit arising out of his/her duties as a Sergeant.

### **Section 6.4 Photo Dissemination**

No photo of a Sergeant under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to an adverse decision being rendered by the Police Board.

### **Section 6.5 Compulsion of Testimony**

The Department shall not compel a Sergeant under investigation to speak or testify before or to be questioned by any non-governmental agency relating to any matter or issue under investigation.

### **Section 6.6 Polygraph**

No Sergeant shall be disciplined for a refusal to take a polygraph examination, and the results of the polygraph examination shall not be admissible as evidence in proceedings before the Police Board or in any proceeding where the Sergeant may appeal to the Police Board, unless by Illinois or federal court decision or statute such evidence shall become admissible before the Police Board.

In the event that the results of a polygraph examination become admissible as evidence before the Police Board and the Department determines a polygraph examination is necessary, the complainant will be requested to take a polygraph examination first. If the complainant refuses to take a polygraph examination, the accused Sergeant will not be requested to take a polygraph examination. If the complainant takes the polygraph examination and the results indicate deception, the accused Sergeant may be requested to take a polygraph examination covering those issues wherein the examiner determines that the complainant is truthful.

When the polygraph is used, the accused Sergeant will be advised twenty-four (24) hours prior to the administering of the test, in writing, of any questions to which the Department will request an answer.

## **Section 6.7 Disclosure**

A Sergeant shall not be required to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household), unless such information is reasonably necessary to monitor the performance of the Sergeant's job or violations of reasonable Employer rules, statutes, ordinances or this Agreement. In the administration of fringe benefits applicable to all employees of the Employer, Sergeants covered by this Agreement may be required to disclose any coverage they (including any member of their families or households) may have under health or medical insurance and the name and appropriate identification of the carrier and coverage. Except for ethic statements legally required to be filed, the parties agree that the disclosure of such personal information shall not be made available for public inspection or copying because such would be an unwarranted invasion of personal privacy of the Sergeant and/or is intended to otherwise be exempt from any state or local freedom of information statute, ordinance or executive order.

## **Section 6.8 Media Information Restrictions**

The identity of a Sergeant under investigation shall not be made available to the media, unless there has been a criminal conviction or an adverse decision has been rendered by the Police Board (or by the Superintendent where no appeal is taken to the Police Board). However, if the Sergeant is found innocent, the Sergeant may request and the Department shall issue a public statement.

## **Section 6.9 Videotaping of Witness Testimony**

The testimony of all witnesses in hearings conducted by the Police Board will be video recorded in addition to the current practice of stenographically recording their testimony. The videotape, written transcripts and all evidence will be forwarded to the Police Board members for their consideration and deliberations as part of the record. Additionally, the Employer shall amend the Municipal Code of Chicago, Section 2-84-030, to conform to this Section and also to provide as follows: "No member of the Board may participate in any disciplinary recommendation or action without having read the written record and having viewed the taped testimony of the witnesses upon which said recommendation or action is based."

## **Section 6.10 Affidavits**

When an allegation of misconduct against a Sergeant is initiated by a non-Department member, and the allegation is not of a criminal nature within the meaning of Section 6.1(E) or does not regard residency or medical roll abuse within the meaning of Section 6.1(F), the Independent Police Review Authority or the Internal Affairs Division shall secure an affidavit from the complainant. If the complainant executes the affidavit, the investigation shall proceed as a Complaint Register investigation. If the complainant refuses to execute the affidavit, the Independent Police Review Authority or the Internal Affairs Division shall, subject to the provisions below, proceed in accordance with the provisions applicable to Complaint Register investigations.

If the Independent Police Review Authority or the Internal Affairs Division determines to conduct a Complaint Register investigation where the complainant does not execute an affidavit, the appropriate official shall execute an affidavit stating that he/she has reviewed the evidence compiled in a preliminary investigation, and, based upon the sufficiency of the evidence, continued investigation of the allegation is necessary. For Independent Police Review Authority cases, the "appropriate official" shall be the Commanding Officer of the Internal Affairs Division. For Internal Affairs Division cases, the "appropriate official" shall be the Chief Administrator of the Independent Police Review Authority. If an affidavit is not executed by the Independent Police Review Authority or the Internal Affairs Division, the matter shall not be used by the Department with respect to any aspect of the Sergeant's employment.

### **Section 6.11 Mediation**

At any time during an investigation, but usually prior to an accused Sergeant giving a statement, the parties may agree to mediate the resolution of the investigation. The "parties" shall mean the accused Sergeant, with or without his/her Unit-156 Sergeants representative, and the Employer through a representative of IAD or IPRA, as appropriate. Neither party is required to meet. The IAD/IPRA investigator assigned to the case will not be present.

During the mediation session IAD/IPRA shall serve the accused Sergeant with a Notice of Administrative Rights and a Notice of Charges and Allegations, which will include the rule violation and the factual basis therefore.

The parties shall discuss the allegations and the IAD's/IPRA's position regarding the finding of the case and the recommended penalty. Statements made and information conveyed at the mediation which are not included in the file at the time of the mediation will not be used against the Sergeant or included in the file at any later date. By accepting the agreed upon finding and recommendation, the accused Sergeant is waiving his/her right to grieve or appeal the finding and the recommendation. The accused Sergeant is not required to submit any statement or response. If the parties cannot reach an agreement, the process will continue.

If the parties agree on a penalty less than separation, it is binding on both parties. However, the Superintendent retains the right to seek the separation of an accused Sergeant.



## **ARTICLE 7 SUMMARY PUNISHMENT**

Summary punishment action shall be considered as an alternative to formal disciplinary procedures, provided that in each such action the following shall apply:

A. The summary punishment which may be administered conforms to the "Notice to Supervisors Regarding Progressive Discipline" as set forth in this Agreement as Appendix B and is limited to the following:

1. Reprimand; or
2. Excusing a Sergeant for a minimum of one (1) day to a maximum of three (3) days without pay.

In lieu of days off without pay, a Sergeant shall be permitted to utilize accumulated elective time to satisfy the summary punishment.

B. The Department shall promulgate, maintain and publicize reasonable guidelines which will specify those acts, omissions or transgressions the violation of which will subject a Sergeant to summary punishment action and the penalties for each such violation, which shall be uniformly applied.

## **ARTICLE 8 EMPLOYEE SECURITY**

### **Section 8.1 Just Cause Standard**

No Sergeant covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

### **Section 8.2 File Inspection**

The Employer's personnel files, disciplinary history files and completed inactive investigative files, except for information which the Employer deems to be confidential, shall be open and available for inspection by the affected Sergeant during regular business hours.

### **Section 8.3 Limitation on Use of File Material**

It is agreed that any material and/or matter not available for inspection, such as provided in Section 8.2, shall not be used in any manner or any forum adverse to the Sergeant's interests.

### **Section 8.4 Use and Destruction of File Material**

All Disciplinary Investigation Files, Disciplinary History Card Entries, Office of Professional Standards or Independent Police Review Authority disciplinary records, and any other disciplinary record or summary of such record other than Police Board cases, will be purged from the online file system five (5) years after the date of the incident or the date upon

which the violation is discovered, whichever is longer, and, therefore, will not be used against the Sergeant in any future disciplinary proceedings, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation or arbitration prior to the expiration of the five- (5-) year period. In such instances, the Complaint Register case files will be purged from the online file system five (5) years after the date of the final arbitration award or the final court adjudication, unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded or exonerated file shall not be used against the Sergeant for any reason. A not sustained finding shall not be used against the Sergeant in any future proceeding.

A finding of "Sustained-Violation Noted, No Disciplinary Action" entered upon a Sergeant's disciplinary record or any record of summary punishment may be used for a period of time not to exceed one (1) year and shall thereafter be removed from the Sergeant's disciplinary record and not used for disciplinary action. The Department's finding of "Sustained-Violation Noted, No Disciplinary Action" is not subject to the grievance procedure.

Information relating to a "preventable" traffic accident involving a Department vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such "preventable" traffic accident and shall thereafter not be used and/or considered in any employment action, provided there is no intervening "preventable" traffic accident involving a Department vehicle, and if there is, the two- (2-) year period shall continue to run from the date of the most recent "preventable" traffic accident and any prior incidents which were determined to be "preventable" traffic accidents may be used and/or considered in employment actions. In no event shall any prior "preventable" traffic accident five (5) or more years old be used and/or considered.

### **Section 8.5 Notification**

In the event the Employer receives a subpoena or other legal process (excluding discovery material) requiring the inspection, tender or submission of personnel, disciplinary or investigative records and/or files (other than a grand jury subpoena or other subpoena or process which would preclude disclosure), the Employer will promptly send a copy of such subpoena or process to the Sergeant whose records have been requested. However, failure to furnish such notice shall not in any way affect the validity of any disciplinary action or personnel action taken by the Employer, provided that Unit 156-Sergeants will not be barred from asserting and does not waive any rights a Sergeant may have to inspect or to otherwise challenge the use of files under applicable rules, statutes or this Agreement, including Article 8.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### **Section 9.1 Definition and Scope**

A grievance is defined as a dispute or difference between the parties to this Agreement concerning the interpretation and/or application of this Agreement or its provisions. The separation of a Sergeant from service and suspensions in excess of thirty (30) days are

cognizable only before the Police Board and shall not be cognizable under this procedure, provided, however, that the provisions of Article 17 shall be applicable to separations.

The grievance procedure provisions herein and the Police Board procedure are mutually exclusive, and no relief shall be available under both, provided that, if the Police Board reduces a discipline of over thirty (30) days to thirty (30) days or under, the Sergeant may grieve the reduced discipline.

## **Section 9.2 Procedures, Steps and Time Limits**

A grievance may be initiated by Unit 156-Sergeants or an aggrieved Sergeant. Any Sergeant shall have the right to present a grievance at any time, although it is understood that the Sergeant should attempt to satisfy his/her concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance may be submitted electronically and shall be processed in accordance with this Agreement. Upon request, the grievant shall be represented by an appropriate Unit 156-Sergeants representative, provided, however, the grievant Sergeant may have the grievance adjusted without a Unit 156-Sergeants representative, so long as such adjustment is not inconsistent with the provisions of this Agreement.

**Step One:** The grievant will first attempt to resolve the grievance with the first exempt Commanding Officer in his/her chain-of-command. In the event a resolution is not reached and the grievant desires to formalize the dispute, a grievance shall be submitted electronically to the first exempt Commanding Officer in the grievant's chain-of-command and Unit 156-Sergeants within ten (10) of the Sergeant's working days following the events or circumstances giving rise to the grievance or when first known by the grievant, or forty (40) days, whichever period is shorter. A Unit 156-Sergeants representative may accompany the grievant if requested by the grievant to attend any meeting with the exempt Commanding Officer regarding the grievance. The exempt Commanding Officer shall submit his/her decision electronically to the grievant and Unit 156-Sergeants within ten (10) of the exempt Commanding Officer's working days after the grievance was submitted.

**Step Two:** If the response at Step One is not satisfactory to the grievant, the grievant may pursue an adjustment through his/her designated representative by notifying Unit 156-Sergeants of his/her intent to pursue such grievance within ten (10) days of the Step One response or within ten (10) days of the expiration of the response period in Step One, whichever is sooner. Unit 156-Sergeants shall then determine whether in its opinion a valid grievance exists. Unless Unit 156-Sergeants elects to proceed, there shall be no further action taken under this procedure. If Unit 156-Sergeants chooses to proceed, it may seek a resolution or adjustment of the grievance by submitting the grievance electronically to the Management and Labor Affairs Section within twenty (20) days of the Step One response or within twenty (20) days of the expiration of the response period in Step One, whichever is sooner. Following a hearing on the issue, the Management and Labor Affairs Section shall submit its decision electronically to Unit 156-Sergeants within ten (10) days of receiving the grievance. If the grievant is directed by the Employer to meet concerning his/her grievance at a time when the grievant is not scheduled to work, he/she shall be compensated for such time at the applicable rate provided for in this

Agreement, provided that he/she shall not be compelled to attend a hearing on his/her regular day off without his/her consent.

**Step Three:** Within thirty (30) days of the receipt of the Step Two decision or Step Two decision due date, Unit 156-Sergeants may refer the grievance to arbitration.

### **Section 9.3 Arbitration of Standard Grievances**

Either party may seek arbitration. If the Employer desires to proceed to arbitration, Section 9.2 does not apply. If either party proceeds to arbitration, the following procedure shall apply:

A. Within ten (10) days, the Employer and Unit 156-Sergeants shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service. Within ten (10) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and Unit 156-Sergeants each shall alternately strike names from the panel. The remaining person shall be the Arbitrator.

B. The Employer and Unit 156-Sergeants, by mutual agreement, may submit the matter for mediation before a Mediator, but mediation shall not be a pre-condition for arbitration. If the case is not resolved, the parties may exercise their right to arbitrate under this Section by request made by either party within thirty (30) days of the mediation. The Mediator shall not be selected as the Arbitrator for the same case. The parties shall split evenly the cost of the Mediator's expenses and fees.

C. The Employer or Unit 156-Sergeants, by mutual agreement, may submit the matter to expedited arbitration under the Expedited Arbitration Rules in Appendix C.

D. In all discipline cases, Complaint Register files shall be provided to Unit 156-Sergeants within fourteen (14) days of a request for such files (unless exigent circumstances exist) by Unit 156-Sergeants or Unit 156-Sergeants representatives who are sworn members of the Department, and these individuals shall be allowed to use Department or Independent Police Review Authority copying equipment to copy the requested Complaint Register files, with appropriate supervision.

E. The parties shall develop a roster of twelve (12) Arbitrators who shall commit to pre-scheduled hearing dates on a regular basis. From this roster the parties shall schedule a minimum of two (2) arbitration hearing dates per month, unless waived by mutual agreement. The parties shall make every effort (including the substitution of cases in the event of settlement or inability to try a case when scheduled) to ensure that such dates are not canceled.

F. The parties shall avoid continuances. Requests for continuances are disfavored and shall be granted only upon showing good cause.

## Section 9.4 Authority of Arbitrator

A. Except as specified in subsection (B), the Arbitrator shall have no right to amend, modify, nullify, disregard, add to or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit, in writing, his/her decision to the Employer and to Unit 156-Sergeants within thirty (30) days following the close of the hearing, unless the parties agree to an extension thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented and shall be final and binding upon the parties.

B. Any Sergeant who is a member of, and adheres to, the established and traditional tenets or teachings of a *bona fide* religion, body or sect which has historically held conscientious objections to financially supporting organizations such as Unit 156-Sergeants, upon proof thereof, may be excused from the obligations set forth in Section 3.1; the Arbitrator may require, in lieu of such obligations, the payment by such Sergeant of a sum equal to the fair share agency fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of Title 26 chosen by such Sergeant from a list of at least three (3) such funds to be submitted by Unit 156-Sergeants. The Employer shall not participate in, but shall be bound by, such arbitration.

If a Sergeant who holds conscientious objections pursuant to this Section requests Unit 156-Sergeants to use the grievance and arbitration procedure on the Sergeant's behalf, Unit 156-Sergeants may charge the Sergeant the reasonable costs of using the procedure.

C. With respect to grievances challenging the recommended discipline on Sergeants for non-criminal misconduct, the Employer and Unit 156-Sergeants mutually acknowledge the principle that investigations of suspected employee misconduct are to be carried out on a timely basis, and that unwarranted delays in completing disciplinary investigations may prejudice the employee's ability to respond to or defend against allegations of misconduct. Accordingly, the Arbitrator is vested with specific authority to inquire into the reason(s) for any delay in completing an investigation, whether the Sergeant has been harmed by the delay in the investigation and, further, the parties mutually acknowledge that the Arbitrator, in the process of applying the tenets of the "just cause" principle, possesses the authority to reverse or reduce any disciplinary penalty where the evidence demonstrates that a disciplinary investigation was unreasonably delayed and that a Sergeant was prejudiced thereby.

Effective for disciplinary investigations concluding ninety (90) days after the date of ratification of this collective bargaining agreement, in the event the Employer recommends a disciplinary penalty upon a Sergeant as a result of a disciplinary investigation that took more than eighteen (18) months to conclude, as measured from the date on which the disciplinary investigation was opened, upon request of Unit 156-Sergeants, the Arbitrator, who shall be the same Arbitrator selected to hear the merits of the disciplinary penalty, shall convene a hearing, preliminary to the hearing on the merits, to determine whether there was a reasonable basis for the investigation to take longer than eighteen (18) months. At this preliminary hearing the Employer shall bear the burden of demonstrating the existence of reasonable cause. "Reasonable cause" may include, but is not limited to, such factors as unavailability of the accused Sergeant

or a critical witness, delays attributable to the Sergeant or his or her attorney, the unusual complexity of the matter under investigation, the need to investigate claims or new evidence arising in the course of the investigation, the pendency of a criminal investigation involving the matter under investigation, the pendency of civil litigation involving the matter under investigation, etc. If the Arbitrator determines there was reasonable cause for the investigation to take longer than eighteen (18) months, the Arbitrator shall proceed to the hearing on the merits of the disciplinary penalty against the Sergeant.

Nothing in this sub-section C shall apply in any instance where the allegation against the Sergeant is of a criminal nature within the meaning of Section 6.1E.

### **Section 9.5 Expenses of Arbitrator**

The fees and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his/her fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript, where requested by either party, shall be paid by the party so requesting it. The party requesting a cancellation, rescheduling or other postponement of a set hearing date shall pay the Arbitrator's cancellation fee.

### **Section 9.6 Processing and Time Limits**

The resolution of a grievance satisfactory to Unit 156-Sergeants at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by the Employer. The time limits specified in this Article may be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.

## **ARTICLE 9A MEDICAL GRIEVANCES**

### **Section 9A.1 Psychological Review**

Grievances concerning involuntary removal from active duty due to psychological or psychiatric reasons will comply with the following procedures:

**Step One:** A Sergeant who wants to challenge the Employer's decision to place him/her involuntarily on the medical roll will file a grievance with the Medical Administrator within ten (10) calendar days of being placed on the medical roll, or, if the Sergeant was on authorized furlough during his/her involuntary placement, within thirty-five (35) calendar days of being placed on the medical roll or within thirty-five (35) calendar days of the Sergeant on furlough being notified of placement on the medical roll.

If the Employer's psychiatrist/psychologist recommends that the Sergeant is fit for full duty and also was fit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, the Sergeant shall have any paid medical time used during

such period of being involuntarily placed on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

**Step Two:** For a Sergeant who has filed a timely grievance at Step One and/or when the Employer's psychiatrist/psychologist recommends that the Sergeant is unfit for full duty and was also unfit when he/she was involuntarily placed on the medical roll due to psychological or psychiatric reasons, upon written request made by Unit 156-Sergeants within ten (10) calendar days of notice to the Sergeant that he/she is unfit for duty, Unit 156-Sergeants may file a grievance at Step Two and may request review of that decision by a three- (3-) member psychological review panel. The Sergeant shall, as promptly as feasible, be evaluated by a panel of three (3) psychiatrists or psychologists, one (1) appointed by Unit 156-Sergeants, one (1) appointed by the Employer and a third knowledgeable about police duties appointed by mutual agreement of the Employer's and Unit 156-Sergeants' psychiatrist or psychologist. This panel shall have the authority to examine and evaluate the Sergeant and recommend whether the Sergeant is fit for duty. In making its recommendations, the primary considerations of the panel shall be the protection and safety of, and need for effective service to, the public. These considerations shall prevail over all others in any case of a conflict of interests between the Sergeant and the Employer.

If the panel recommends that the Sergeant is fit for duty and was also fit when he/she was placed involuntarily on the medical roll due to psychological or psychiatric reasons, then the Sergeant shall have any paid medical time used during such involuntary period on the medical roll restored and will be made whole for lost pay and other benefits to which he/she is entitled.

If the panel determines that the Sergeant was unfit for duty at the time he/she was involuntarily placed on the medical roll, but became fit for duty sometime thereafter, the panel shall identify the point at which the Sergeant was fit for duty, and the Sergeant will be made whole for lost pay and benefits from the date that the panel determined he/she was fit for duty.

Each party shall bear the full cost of the panel member appointed by it, with the cost of the mutually appointed panel member to be split equally between the parties. The recommendations of the panel shall be binding upon the Employer, Unit 156-Sergeants and the Sergeant.

## **Section 9A.2 Medical Grievances**

Grievances concerning medical issues (excluding issues covered under Section 9A.1) shall follow the procedure below. Medical issues are defined as grievances involving medical issues, including, but not limited to, the non-payment of injury on duty ("IOD") bills, removal of a Sergeant from duty for medical reasons, refusal to return a Sergeant to duty from the medical roll, classification of an injury as non-IOD and the Benefits Management Office's denial of payment of medical and hospital bills of a Sergeant or his/her covered dependents under the Employer's self-funded health care plan.

**Step One: Initiating a Medical Grievance.** Grievances concerning the Benefits Management Office's denial of payment of medical and hospital bills will be filed with the

Management and Labor Affairs Section within ten (10) working days following the events or circumstances giving rise to the grievance or when first reasonably known by the grievant.

All other grievances concerning medical issues will be filed with the Medical Administrator within ten (10) working days following the events or circumstances giving rise to the grievance or where first known by the grievant, but in no event later than thirty-five (35) calendar days following the events or circumstances giving rise to the grievance or within thirty-five (35) days of a Sergeant on furlough being notified of the events or circumstances giving rise to the grievance. If the determination at Step One is not satisfactory, Unit 156-Sergeants may by written request made within fifteen (15) days of the Step One response or the expiration of the period for said response submit the matter for mediation.

**Step Two: Mediation of Medical Grievances.** At mediation, representatives of Unit 156-Sergeants, the Department, the Benefits Management Office and the Committee on Finance of the City Council of the City of Chicago shall participate as needed. Any settlements reached in the mediation proceedings shall be binding upon the parties. Medical mediation sessions shall occur each thirty (30) days, unless waived by mutual agreement. The parties shall split evenly the cost of the Mediator's fees and expenses.

The grievant shall be provided with the relevant medical records within the possession of the Medical Services Section, the Committee on Finance, the Benefits Management Office and the Management and Labor Affairs Section. A release shall be required for production of medical records. The relevant medical records shall include the Medical Administrator's determination of the grievant's status and the response to the grievance. The above records shall be submitted to Unit 156-Sergeants by the Department within forty-five (45) days of the Department's receipt of Unit 156-Sergeants' releases and mediation agenda setting forth the grievants' names. Relevant records from the Medical Services Section, the Committee on Finance, the Benefits Management Office and the Management and Labor Affairs Section shall be provided as stated above and throughout the grievance process until the grievance is fully resolved.

Relevant documents to be produced by the Benefits Management Office in mediation are limited to medical records, claim forms, medical bills, explanations of benefits and recommendations to and the decision of the Benefits Committee regarding the claim. This definition of relevant records to be produced by the Benefits Management Office does not preclude Unit 156-Sergeants from subpoenaing additional relevant documentation in response to the scheduling of an arbitration of a grievance.

**Step Three: Arbitration.** If the grievance is not resolved at Step Two, Unit 156-Sergeants, upon written request within thirty (30) days of the date of mediation, may demand arbitration. The Mediator shall not be selected as the Arbitrator for the same case. The arbitration hearing shall be scheduled to commence within thirty (30) days of the selection of the Arbitrator, unless the parties agree otherwise. Within ten (10) days of Unit-156 Sergeants' demand for arbitration, the Employer and Unit 156-Sergeants shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service. Within five (5) days after receipt of the



list, the parties shall select an Arbitrator. Both the Employer and Unit 156-Sergeants shall alternately strike names from the list. The remaining person shall be the Arbitrator.

## **ARTICLE 9B SUSPENSION GRIEVANCES**

### **Section 9B.1 Suspensions of Ten (10) Days or Fewer**

A Sergeant who receives a recommendation for a suspension, not including Summary Punishment, for a period of ten (10) days or fewer, may file a grievance challenging and seeking review of that recommendation. Such grievances will be reviewed through the binding Summary Opinion process. The Summary Opinion process of review requires the Employer to provide a copy of the complete investigative file, including all internal reviews of the file, to Unit 156-Sergeants for review. An Arbitrator, selected by mutual agreement of the parties, will also receive the file from the Employer.

Unit 156-Sergeants may file a one page report to the Arbitrator making any appropriate argument addressing the findings and/or the recommendation for discipline. The Employer may not file any argument nor respond to Unit 156-Sergeants' argument unless asked to do so by the Arbitrator.

The Arbitrator will review the argument and the complete file and will issue an award granting or denying the grievance in whole or in part. The award will include the basis for the Arbitrator's opinion and award. The award will be binding on the Employer, Unit 156-Sergeants and the Sergeant.

The Sergeant will not be required to serve any of the suspension until such time as the Arbitrator's award is received. No further review of the Arbitrator's Award is available under this Agreement.

### **Section 9B.2 Suspensions of Eleven (11) Days or More**

A Sergeant who receives a recommendation for suspension of eleven (11) days or more, not including a suspension accompanied by a recommendation for separation, may file a grievance challenging and seeking review of that recommendation. Such grievances will be sent for full arbitration on an expedited basis. The Employer will provide a copy of the complete investigative file, including all internal reviews of the file, to Unit 156-Sergeants. An Arbitrator, selected by mutual agreement of the parties, will conduct a "full" arbitration evidentiary hearing and expeditiously issue an award. The award of the Arbitrator is binding on the Employer, Unit 156-Sergeants and the Sergeant.

The Sergeant will not be required to serve any of the suspension until such time as the Arbitrator's award is received. No further review of the Arbitrator's award is available under this Agreement.

**ARTICLE 10  
NON-DISCRIMINATION**

**Section 10.1 Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all Sergeants and to develop and apply equal employment practices.

**Section 10.2 Non-Discrimination**

The Employer shall not discriminate against a Sergeant with regard to race, color, sex, religion, age or national origin of the Sergeant nor shall the Employer discriminate against Sergeants as a result of membership in Unit 156-Sergeants. Nothing contained in this Agreement shall be deemed to preclude the mandatory retirement of any Sergeant upon or after the attainment of age sixty-three (63). Sergeants shall not be transferred, assigned or reassigned for reasons prohibited by this Section.

**Section 10.3 Religious Holiday Accommodation**

The obligation to accommodate the religious beliefs of Sergeants covered by this Agreement is fulfilled if those Sergeants whose religious beliefs require that they not work, but who are scheduled to work, on a recognized religious holiday are permitted at the Sergeants' option one of the following choices in order to be excused from their regular tours of duty: (a) the use of elective time or (b) excused from duty non-disciplinary (Code 89). This option may be applied for certain recognized religious holidays of faiths whose tenets require abstinence from work, subject to the determination of the Commanding Officer that this accommodation does not unduly interfere with operational needs.

**Section 10.4 Americans with Disabilities Act**

In the event the Employer shall be required to make a reasonable accommodation under the Americans with Disabilities Act to the disability of an applicant or incumbent Sergeant that may be in conflict with the rights of a Sergeant under this Agreement, the Employer shall bring this matter to the attention of Unit 156-Sergeants. In the event the parties cannot reach an agreement on such accommodation, the provisions of Article 9 shall be available, and the Arbitrator shall consider the Employer's and Unit 156-Sergeants' (if any exist) obligations under the Americans with Disabilities Act and this Agreement, provided that no Sergeant shall be displaced by such decision.

**ARTICLE 11  
HOLIDAYS**

**Section 11.1 Designated Holiday**

The Employer agrees that the following days shall be considered holidays:

New Year's Day	1 January
Martin Luther King, Jr.'s Birthday	Third Monday in January

Lincoln's Birthday	12 February
Washington's Birthday	Third Monday in February
Pulaski Day	First Monday in March
Community/Police Partnership Day	Last Saturday in April
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

### **Section 11.2 Compensation for Holidays**

Compensation for the holidays listed in Section 11.1, consistent with the Sergeant's applicable work schedule, is granted as follows:

A. Sergeants who are required to work a regular tour of duty [eight (8), eight and one-half (8.5), or ten (10) hours] on a holiday will be credited with eight (8), eight and one-half (8.5), or ten (10) hours of compensatory time and four (4), four and one-quarter (4.25), or five (5) hours of compensatory time or additional pay as the Sergeant elects.

B. Sergeants whose regular day off coincides with an established holiday will be credited with eight (8), eight and one-half (8.5), or ten (10) hours of compensatory time.

C. Sergeants whose regular day off coincides with an established holiday and who are required to work a regular tour of duty [eight (8), eight and one-half (8.5), or ten (10) hours] on that holiday will be credited with twenty (20), twenty-one and one-quarter (21.25), or twenty-five (25) hours of compensatory time and four (4), four and one-quarter (4.25), or five (5) hours of compensatory time or additional pay as the Sergeant elects.

D. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article 20.

E. Compensatory time will not be credited to a Sergeant on a holiday if the Sergeant is on the medical roll (excluding IOD), absent due to sickness or death in the family, on military leave, suspended, excused non-disciplinary or on a leave of absence.

### **Section 11.3 Personal Day**

A. For each calendar year, Sergeants shall be entitled to receive, in addition to the days specified in Section 11.1, six (6) personal days. Subject to the limitations set forth in subsection (B), Sergeants shall not be required to work on a personal day, provided that written notice of the personal day is given to the appropriate superior no later than ten (10) days prior to the personal day.

B. The following limitations apply to the scheduling of personal days:

1. A holiday specified in Section 11.1 may not be selected as a personal day.
2. Prior to January 1 of each year, the Department may identify up to three (3) dates for each watch during which personal days may not be scheduled.
3. Notwithstanding paragraph (2), the Department retains its existing right to deny a personal day in response to sudden or unexpected events or circumstances that customarily would require maximum sworn staffing levels. If the Department intends to exercise this right, the Department shall provide Unit 156-Sergeants with twenty-one (21) days' notice of its intent or as much notice as is possible given the events or circumstances at issue.

C. Sergeants may elect to be paid for six (6) unused personal days per year in lieu of taking the time off. Where Sergeants elect such payment, the payment shall be made by April 1 of the following year. Sergeants may carry over six (6) unused personal days for use in the following year.

D. Any dispute within a Unit as to the selection of a personal day shall be resolved by seniority as defined in Section 23.1(A).

#### **Section 11.4 Special Compensation Time**

If, as a result of a declaration by the Mayor, all employees of the Employer except for police and fire employees are given a day off or portion thereof with pay, then all Sergeants who are required to work during such excused time shall be given compensatory time off at a straight-time rate equivalent to the hours worked during such excused time.

#### **Section 11.5 Holiday Declaration**

To the extent that any additional holiday is declared by federal, state or municipal authority during the term of this Agreement, and such holiday is granted to any employee of the Employer, then said holiday shall be incorporated into Section 11.1 and compensated for as provided in Section 11.2.

### **ARTICLE 12 HEALTH INSURANCE AND RELATED BENEFITS**

#### **Section 12.1 Medical, Dental and Flexible Spending Account Plans**

The Employer's medical and dental plans are incorporated by reference into this Agreement and described in Appendices D, E, F, G, H, I and J.

The Employer shall provide Sergeants with the opportunity to enroll in a Flexible Spending Account ("FSA") plan, which will permit Sergeants to fund, on a pre-tax basis, an individual account that the Sergeant may use to pay for qualified unreimbursed medical expenses, as provided under Section 213 of the Internal Revenue Code. Subject to Internal

Revenue Service regulations, the FSA plan will allow participants to pay the following qualified expenses on a pre-tax basis: dental expenses; vision expenses; health plan contributions, deductibles and co-payments; prescription drug co-payments and payments for over-the-counter drugs; and other unreimbursed medical expenses. Participation is voluntary, and participants may contribute up to \$2500.00 annually on a pre-tax basis, which will be deducted pro-rata each payroll period. Sergeants may enroll in the FSA plan or change the amount of their elections once per year during open enrollment or when they have a change in family status. As mandated by the Internal Revenue Code, a “use it or lose it” rule applies to Section 125 plans. During open enrollment, the parties will engage in a joint educational campaign to inform Sergeants of the benefits of the FSA plan and otherwise increase employee participation in such plan.

The medical plan (health insurance plan) shall consist of two (2) separate alternative coverages—a PPO plan (“PPO”) and two (2) HMO plans (“HMO”). In the event that a new health care plan becomes available to the Employer during a plan year, the Employer shall have the right to include that new plan in the plan alternatives upon reasonable prior notice to and discussion with Unit 156-Sergeants.

The Employer shall make available to Sergeants and their eligible dependents summaries of the benefits provided by the Employer’s health care plan either electronically or in print with the cost of any printing to be borne by the Employer.

The plans for both medical and dental benefits, including the provisions on eligibility and self-contribution rules and amounts in effect as of the date of this Agreement, may not be changed by the Employer without the agreement of Unit 156-Sergeants; however, any changes during the term of this Agreement relating to health care (including, but not limited to, changes in employee contributions, deductibles or out-of-pocket limits) agreed to with Lodge 7 and applicable to bargaining unit members represented by Lodge 7 or Fire Lieutenants represented by Local 2, shall be applicable to Sergeants covered by this Agreement. Any increases in deductibles or out-of-pocket limits affecting the higher health care contribution band shall not exceed an increase in deductibles or out-of-pocket limits for the lower health care contribution band.

The Employer agrees to make available to the following other persons the above-described hospitalization and medical program and the dental plan: Sergeants who retire on or after age sixty (60) and their eligible dependents; widows and children of Sergeants killed in the line of duty; former Sergeants on pension disability (both duty and occupational) and their eligible dependents; and widows and children of deceased Sergeants who were formerly on pension disability (both duty and occupational). The Employer will contribute the full cost of coverage for any of the above-enumerated Sergeants who elect coverage under any plan or plans. However, coverage under a plan for such Sergeants shall terminate when a Sergeant either reaches the age for full Medicare eligibility under federal law or ceases to be a dependent as defined in a plan, whichever occurs first. After a Sergeant reaches the age for full Medicare eligibility, the Sergeant shall be covered under the medical program for annuitants, provided the person pays the applicable contributions.

## **Section 12.2 Chicago Labor-Management Trust**

Unit 156-Sergeants commits to becoming a signatory labor organization of the labor-management cooperation committee known as the Chicago Labor-Management Trust ("Trust") and shall have one (1) Trustee appointed to the Trust. Upon the ratification of this Agreement, Unit 156-Sergeants agrees to meet with the Employer and representatives from the signatory labor organizations to the Agreement and Declaration of Trust establishing the Trust ("Trust Agreement") for the purpose of determining the guidelines and procedures to be used in expanding the Trust to include the members of the bargaining unit. After Unit 156-Sergeants becomes a signatory labor organization to the Trust, Unit 156-Sergeants shall be afforded the same right to withdraw from the Trust as is granted to any other signatory labor organization pursuant to the Trust Agreement.

## **Section 12.3 Health Care Reopener**

A. Each party reserves the right to reopen this Agreement to negotiate the health care plan set forth in this Agreement for the following reasons:

1. Any change in the applicable laws, including a universal, national or state health care program, mandating significant changes in health insurance benefits that becomes law and is effective during the term of this Agreement and that affects the health care benefits offered to bargaining unit members; or
2. The lack of achievement of health care cost containment as anticipated by the parties pursuant to the formation and administration of the Trust referenced in Section 12.2 and as defined in the Trust Agreement.

B. If any one of the foregoing events or conditions occurs, either party has thirty (30) days to notify the other party in writing of its intent to reopen this Agreement to negotiate the health care plan set forth in this Agreement. Thereafter, the parties have ninety (90) days within which to reach an agreement.

C. In the event that this Agreement is reopened to negotiate the health care plan, the health care plan in effect at the time the Agreement is reopened shall not be changed by the Employer without the written consent of Unit 156-Sergeants. If the parties are unable to agree on modifications to the health care plan, the dispute shall be submitted to interest arbitration in accordance with Section 28.3(B).

## **Section 12.4 Ambulance Fees**

Sergeants and their eligible dependents will be exempt from fees for emergency medical services performed by the Chicago Fire Department.

**ARTICLE 13  
LAYOFFS AND RE-EMPLOYMENT**

**Section 13.1 Priority of Layoffs**

No Sergeant in the bargaining unit shall be laid off until all sworn police officers (including probationary police officers) have been laid off.

**Section 13.2 Notice of Layoffs**

When there is an impending layoff with respect to any Sergeants in the bargaining unit, the Employer shall inform Unit 156-Sergeants, in writing, no later than thirty (30) days prior to such layoff. The Employer will provide Unit 156-Sergeants with the names of all Sergeants to be laid off prior to the layoff. Sergeants shall be laid off in accordance with their seniority (i.e., time in grade). The Sergeants with the least amount of seniority shall be laid off first. All Sergeants shall receive notice, in writing, of the layoff at least thirty (30) days in advance of the effective date of such layoff.

**Section 13.3 Recall**

Any Sergeant who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority, provided the Sergeant is fully qualified to perform the work to which he/she is recalled without further specialized training. No police officer shall be promoted to Sergeant while a Sergeant is on layoff. Any Sergeant who has been laid off shall receive when recalled the salary rate that would have been received by the Sergeant had the Sergeant never been laid off.

**ARTICLE 14  
BULLETIN BOARDS**

The Employer shall provide Unit 156-Sergeants with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis where none are available, upon which Unit 156-Sergeants may post its notices.

**ARTICLE 15  
SAFETY ISSUES**

**Section 15.1 Cooperation**

The Employer and Unit 156-Sergeants agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

**Section 15.2 Safety Committee**

Unit 156-Sergeants and the Employer shall establish a Safety Committee composed of one (1) Sergeant, one (1) Lieutenant and one (1) Captain designated by Unit 156-Sergeants and up to three (3) members designated by the Employer. The Committee shall meet at least semi-annually, unless waived by mutual agreement, or more frequently by mutual agreement, for the

purpose of discussing and investigating safety and health issues relating to Sergeants and to recommend reasonable safety and health criteria relating to equipment and facilities. Formal recommendations of the Committee shall be submitted, in writing, to the Superintendent or his/her designee with a copy to Unit 156-Sergeants, but such recommendations shall not be binding upon the Employer or Unit 156-Sergeants. In addition to Committee recommendations, Unit 156-Sergeants may submit additional written recommendations to the Superintendent.

For purposes of this Section, the term "investigating" shall be limited to the right of Unit 156-Sergeants Committee members to obtain information upon request, receive minutes of other Department safety meetings (if any), observe conditions regarding identified safety and health hazards and discuss such matters with Sergeants and members of management, provided such discussions do not unduly interfere with the performance of duty by any Sergeant or Committee member.

In the event the Employer agrees, in writing, to adopt the recommendation of the Committee or Unit 156-Sergeants, the recommendation shall be implemented within a reasonable period of time, unless the failure to implement in a timely fashion was beyond the reasonable control of the Employer. However, no monetary relief shall result from the failure to implement any such recommendation.

If the Superintendent or the Superintendent's designee disagrees with the recommendation of the Committee or Unit 156-Sergeants, he/she shall so notify the Committee or Unit 156-Sergeants in writing within ten (10) days. Within ten (10) calendar days of such notice, Unit 156-Sergeants may request arbitration of any such dispute if such dispute raises a good faith issue regarding the use of equipment or materials which are alleged to present a serious risk to the health or safety of a Sergeant beyond that which is inherent in the normal performance of police duties. The decision of the Arbitrator under this Section shall be advisory only and shall not be binding upon the Employer, provided that this procedure shall not be exclusive and shall not affect the right of a Sergeant or Unit 156-Sergeants to invoke Article 9 where otherwise appropriate. No such advisory opinion shall constitute a determination of the existence of any safety or health hazard under this Agreement nor shall any such advisory opinion be introduced in any proceeding under Article 9.

### **Section 15.3 Disabling Defects**

No Sergeant shall be required to use any equipment that has been designated by both Unit 156-Sergeants and the Employer as being defective because of a disabling condition, unless the disabling condition has been corrected.

### **Section 15.4 Notices**

The Employer shall post all safety and health notices required by law in conspicuous places where notices to employees are customarily posted.



**ARTICLE 16  
SECONDARY EMPLOYMENT**

The Employer reserves the right to restrict secondary employment when it has reasonable cause to believe that the number of hours which the Sergeant spends on secondary employment is adversely affecting his/her performance. The Employer retains the existing right to limit, restrict or prohibit the nature or type of secondary employment that a Sergeant undertakes.

**ARTICLE 17  
UNIT 156-SERGEANTS REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

**Section 17.1 Meeting Participation and Scheduling**

The Employer recognizes and agrees to meet with Unit 156-Sergeants' representatives relating to matters covered by this Agreement. Meetings shall occur at reasonable times by mutual agreement. The names of designated representatives shall be certified to the Employer, in writing, by Unit 156-Sergeants.

**Section 17.2 Unit 156-Sergeants Representatives**

For purpose of the administration and operation of Unit 156-Sergeants, and for the purpose of conducting union business for Unit 156-Sergeants, the Employer shall grant three (3) Sergeants designated by the President of Unit 156-Sergeants paid time off to be used in a manner determined by Unit 156-Sergeants. During such paid time off, the Employer shall continue to pay the Sergeant all salary and maintain all benefits, including pension contributions and seniority accruals, as if the Sergeant were on duty with the Employer, provided that Unit 156-Sergeants reimburses the Employer an amount equal to the paid time off for said salary and benefits.

**Section 17.3 Attendance at Unit 156-Sergeants Meetings**

Subject to emergencies and the need for orderly scheduling, the Employer agrees that elected officials and members of the Board of Directors of Unit 156-Sergeants shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of Unit 156-Sergeants, provided that at least forty-eight (48) hours' notice of such meetings shall be given, in writing, to the Employer, and provided further that the names of all such officials and Sergeants shall be certified, in writing, to the Employer.

**Section 17.4 Grievance Processing**

Reasonable time shall be permitted Unit 156-Sergeants representatives for the purpose of aiding, assisting or otherwise representing Sergeants in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

### **Section 17.5 Attendance at State and National Conferences**

A. Subject to staffing needs, a maximum of five (5) appointed or elected delegates will be permitted to attend state and national conferences of the Policemen's Benevolent & Protective Association of Illinois and the National Association of Police Organizations. Such conference time shall be equal to the duration of the conference plus reasonable travel time to and from such conference.

B. A maximum of five (5) appointed or elected delegates of Unit 156-Sergeants will be permitted to attend state and national conventions of the Policemen's Benevolent & Protective Association of Illinois and the National Association of Police Organizations with pay. Such convention time shall be equal to the duration of the convention plus reasonable travel time to and from such convention up to a maximum of seven (7) days every two (2) years.

### **Section 17.6 Unit 156-Sergeants Negotiating Team**

Up to three (3) members designated as being on the Unit 156-Sergeants negotiating team shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a Sergeant is in day-off status on the day of negotiations, the Sergeant will not be compensated for attending the session.

### **Section 17.7 Unit 156-Sergeants Activity**

The Employer shall not prohibit discussion, solicitation or distribution of literature among Sergeants covered by this Agreement with respect to matters concerning Unit 156-Sergeants affairs, unless such activity interferes with the performance of the duties of any employee or with the orderly and efficient operations of the Employer, or unless it interferes with the transaction of business by the public with the Employer.

## **ARTICLE 18 DISABILITY INCOME**

### **Section 18.1 IOD**

Any Sergeant absent from work on account of an IOD for any period of time not exceeding twelve (12) months shall receive for each such IOD full pay and benefits for the period of absence, provided such injury or illness is certified by the Medical Administrator. Such certification shall not be unreasonably withheld.

Sergeants who have exhausted said twelve (12) month paid IOD leave shall be given the option to go voluntarily on non-paid medical leave instead of disability pension, provided as follows:

A. The Sergeant must exhaust all furlough, personal days, Baby Furlough Days and accumulated compensatory time;

B. Such non-paid leave shall continue for no more than three (3) months, plus an extension of no more than three (3) months, and shall not be granted or extended, unless the Employer determines that the Sergeant is likely to return to duty within the period of the leave or extension thereof; and

C. Such non-paid leave shall be subject to Section 23.1(B) and shall not be deemed duty disability leave.

### **Section 18.2 Non-IOD**

Any Sergeant absent from work on account of a non-IOD injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Medical Administrator. Such certification shall not be unreasonably withheld.

### **Section 18.3 Certification**

Certification that a Sergeant has been injured in the line of duty shall not be unreasonably withheld.

### **Section 18.4 Return to Duty**

In order to enable Sergeants applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such Sergeants in advance of the records needed and other requirements they must meet in order to permit such return. The Employer must consider medical records and reports from legally qualified practitioners of the healing arts acting within the scope of their licenses, including, but not limited to, chiropractors, in its determination of whether a Sergeant is fit to return to duty.

If the Employer requires and specifies certain additional medical tests to be performed and passed as a condition of the Sergeant's return, and said tests were not, and are not normally,

performed in the normal course of appropriate medical treatment for the illness or injury involved, then the Employer shall, at its option, either provide the test or reimburse the Sergeant for the cost of both the test and any required record thereof to the extent that such cost is not covered by insurance.

The Employer shall not require a physician's certificate as a condition of return to duty from medical leave lasting three (3) days or less, except for good cause.

#### **Section 18.5 Advisory Committee**

The Employer and Unit 156-Sergeants shall establish a joint Committee to develop solutions to problems of medical leave cost and abuse. The Committee shall be advisory only.

#### **Section 18.6 Injuries on Duty and Recurrence Claims**

The Employer and Unit 156-Sergeants have agreed upon procedures which will be followed by the Medical Services Section when a Sergeant reports an injury on duty or a recurrence of an injury on duty. Those procedures are set forth in Appendix K.

#### **Section 18.7 Employer Responsibility for Hospital, Medical and Prescription Costs and Pension Contributions**

The Employer agrees to pay all hospital, medical and prescription costs of a Sergeant who is on a leave of absence for duty or occupational disability purposes, all at no cost to the Sergeant. The Employer shall make pension contributions on behalf of the Sergeant as if the Sergeant had remained in active service.

#### **Section 18.8 Medical Benefit Statement**

Upon the written request of a Sergeant who is injured or who becomes ill in the performance of his/her duties, the Employer will provide a written statement showing the period of absence and the amount of salary received during the period of absence due to such injury or illness. Upon the written request of a Sergeant on a leave of absence for ordinary, occupational or duty disability pension, the Employer will provide a statement covering the period of absence prior to retirement and the amount of the disability benefit received by the Sergeant during said period. Any statements for any calendar year required of the Employer under this Section will be provided only once.

### **ARTICLE 19 BEREAVEMENT LEAVE**

#### **Section 19.1 Death in Family**

The Employer agrees to provide to Sergeants leave without loss of pay, as the result of a death in the family, not to exceed three (3) consecutive days, including regularly scheduled days off, within the fourteen (14) calendar days immediately following the death of a member of the immediate family.

Annual and time-due furlough will not be extended as a result of a death occurring in the Sergeant's immediate family during such furlough, unless the death occurs during the last three (3) days of the furlough period, at which time the procedure outlined above will be followed.

### **Section 19.2 Definition of Family**

A member of the immediate family shall be defined to be any Sergeant's mother or father (including step), wife, husband, domestic partner, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild.

In the event of the death of a domestic partner, the Sergeant shall be granted three (3) consecutive days of leave, including regularly scheduled days off, within the fourteen (14) calendar days immediately following the death, provided that the Sergeant has registered the name of the Sergeant's domestic partner with the Department of Personnel.

Domestic partners are defined as two (2) persons, regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six (6) months, are eighteen (18) years of age or older, not married to anyone, not related by blood closer than would bar marriage in the State of Illinois and are each other's sole domestic partner, responsible for each other's common welfare and jointly sharing their financial responsibilities.

### **Section 19.3 Extended Bereavement Leave**

Where a Sergeant is entitled to bereavement leave pursuant to Section 19.1 and where the death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the Sergeant shall be entitled to a maximum of five (5) consecutive days. In the case of the death of a brother-in-law or a sister-in-law a Sergeant will have the option of extending the one day leave set forth in Section 19.1 for up to four (4) additional days to a maximum of five (5) days leave. For purposes of this Section, those states contiguous to Illinois are Missouri, Iowa, Wisconsin, Indiana, Kentucky and Michigan.

## **ARTICLE 20 HOURS AND OVERTIME**

### **Section 20.1 Work Day, Work Week and Work Period**

All time in excess of the hours worked in the normal work day and the normal work week shall be compensated as provided in this Article. The normal work period shall be twenty-eight (28) days commencing on a Sunday.

### **Section 20.2 Compensation for Overtime**

Overtime is defined as those hours actually worked in excess of the normal work day or the normal work week. All approved overtime in excess of the normal work day or the normal work week shall be compensated at the appropriate overtime rate of time-and-one-half. For hours in excess of the normal work day or the normal work week, but less than 171 for a twenty-eight- (28-) day work period, the overtime rate will be calculated on the Sergeant's base salary

only. For hours in excess of 171 in a twenty-eight- (28-) day period, the overtime rate will be calculated in accordance with the Fair Labor Standards Act ("FLSA"). Overtime will accrue in fifteen- (15-) minute increments once Sergeants work at least eight (8) minutes in a fifteen- (15-) minute period.

A Sergeant who earns overtime pursuant to the FLSA shall be paid overtime compensation. A Sergeant who earns non-FLSA overtime shall have the option of electing pay or compensatory time consistent with the provisions of this Agreement.

### **Section 20.3 Sixth and Seventh Day Work**

A Sergeant who is in pay status for six (6) or seven (7) consecutive days within the pay period Sunday through Saturday will be compensated at the rate of time-and-one-half for work performed on the sixth day and seventh day. Voluntary schedule changes will be exempt from this provision.

### **Section 20.4 Call Back/Reporting on Regular Day Off**

A call back is defined as an official assignment of work (including reporting to the Medical Services Section, but not for release from the medical roll) which does not continuously precede or continuously follow a Sergeant's worked hours. Sergeants who are called back or who are required to report to any location for work on a regular day off shall be compensated for two (2) hours at the appropriate overtime rate or for the actual time worked, whichever is greater, at the overtime rate.

### **Section 20.5 Court Time**

A. Sergeants required to attend authorized court outside their regularly scheduled working hours shall be compensated at the overtime rate with a minimum of two (2) hours, except (1) if the court time is during a Sergeant's elective time and the Sergeant knew of the court date before the request for elective time was approved, (2) while the Sergeant is on paid medical leave or (3) if the Sergeant is compensated for such time by a secondary employer.

B. Sergeants required to attend authorized court or authorized pre-trial conferences within one (1) hour immediately preceding their normal tours of duty will be compensated at the overtime rate for one (1) hour. Sergeants required to attend authorized court or authorized pre-trial conferences commencing during their tours of duty and extending beyond the normal end of the tours of duty, or commencing at the same time as their tours of duty end, will be compensated at the overtime rate on the basis of completed fifteen- (15-) minute segments. This overtime will be computed from the end of the normal tour of duty to the sign-out time at the court or at the conclusion of the pre-trial conference.

C. Court appearances during off-duty hours, with the exceptions as noted above, will be credited at the rate of time-and-one-half with a minimum of two (2) hours when the actual time spent in court is two (2) hours or less. When the actual time spent in court exceeds two (2) hours, overtime will be computed on the basis of completed fifteen- (15-) minute segments. Appearances at more than one (1) court on the same day will be computed at the rate of time-and-one-half in the following manner:

1. When the time between court appearances exceeds two (2) hours (sign-out time from the first court to sign-in time at the next court), a minimum of two (2) hours will be credited for each court appearance.
2. When the time between court appearances is two (2) hours or less, overtime will be computed on the basis of completed fifteen- (15-) minute segments for the total time between sign-in time at the first court and sign-out time at the last court. A minimum of two (2) hours will be credited when this total time is two (2) hours or less.

### **Section 20.6 Stand-By**

Where the Employer requires a Sergeant to remain on stand-by and available for work, and the Sergeant is not able to come and go as the Sergeant pleases, such time shall be paid as time worked.

### **Section 20.7 Day Off Changes**

A. Days off assigned on "change day" shall remain unchanged for the duration of each twenty-eight- (28-) day police period, except for the following:

1. In-service training;
2. Elective training;
3. Mandatory proficiency training;
4. Pre-service training for promotion;
5. Court appearances in excess of two (2) consecutive days; and
6. A situation where the Superintendent and the Mayor have determined in writing that a serious emergency condition exists.

B. The Employer's right to assign Sergeants for duty while on regular day-off status is unrestricted and unchallenged, provided, however, that in each such event, the Employer will pay the Sergeant so assigned the premium time under Section 20.2.

C. Changes required to implement the provisions of Section 23.2 controlling scheduled days off for Sergeants going on or returning from furlough or changes made at the request of Sergeants shall not require premium compensation.

### **Section 20.8 Accumulation of Compensatory Time**

The Employer will not restrict an accumulation of compensatory time. The number of hours of compensatory time which a Sergeant has on record shall not be the controlling factor in determining whether a Sergeant will be allowed to take time due.

**Section 20.9 Scheduled Back-to-Back Shifts**

A. When a Sergeant assigned to District Law Enforcement who has worked a full tour of duty on the third watch on the preceding day is scheduled to work on the first watch, the Sergeant shall receive compensation as follows:

1. For four (4) hours worked, the Sergeant will be credited with eight (8) hours of regular pay.
2. For more than four (4) hours worked, the Sergeant shall be credited at the rate of time-and-one-half for hours worked over four (4) on the first watch in addition to the eight (8) hours of regular pay up to a maximum of fourteen (14) hours for a full tour of duty on the first watch.

B. Such compensation will not apply if the back-to-back tour of duty occurs as a result of the Sergeant's request.

C. For purposes of this Section, back-to-back shift means two (2) consecutive, but different, tours of duty. Back-to-back does not include an extension of a tour of duty, which is a continuation of duties from the prior tour of duty.

**Section 20.10 Rank Credit**

The Employer will credit each Sergeant with forty-five (45) minutes per day of compensatory time. Said forty-five (45) minutes per day will be credited for each day on which a Sergeant works, provided the Sergeant works at least four (4) hours that day.

**Section 20.11 Duty Availability Allowance**

A. All eligible Sergeants shall be paid the following quarterly payments as duty availability pay:

<u>Effective Date</u>	<u>Per Quarter</u>
July 1, 2012	\$805.00

B. Entitlement to duty availability pay is not dependent on a Sergeant being present for duty for an entire pay period.

C. In accordance with applicable law, the Employer shall treat duty availability allowance payments as pensionable.

**Section 20.12 Change of Schedule**

A. The Employer's right to assign Sergeants at any time and at different times during each twenty-eight- (28-) day police period remains unrestricted and unchallenged. Watch assignments and designated starting times shall be established and posted at the



beginning of each police period and shall remain in effect for the duration of the twenty-eight- (28-) day police period, except for the following:

1. In-service training;
2. Elective training;
3. Mandatory proficiency training;
4. Pre-service training for promotion;
5. Court appearances in excess of two (2) consecutive days;
6. A situation where the Superintendent and the Mayor have determined in writing that a serious emergency condition exists; and
7. Working out of grade.

However, starting times may be adjusted by the Employer (1) plus or minus two (2) hours from the designated starting time or (2) for up to seven (7) hours within the Sergeant's assigned watch for circumstances not known to the Employer forty-eight (48) hours prior to the start of the police period.

B. Any adjustment made inconsistent with the above provision, made after the start of the twenty-eight- (28-) day period, will result in payment in accordance with Section 20.2 for the hours worked outside of the Sergeant's tour of duty scheduled at the beginning of the twenty-eight- (28-) day period. Shift changes during the police period made voluntarily at the request of the Sergeant and upon approval of the Employer shall not require additional compensation. There shall be no pyramiding of overtime and/or premium pay; overtime and premium pay shall not be paid for the same hours worked.

C. This Section does not apply to a condition where the Superintendent and the Mayor have determined, in writing, that a serious emergency condition exists or to Sergeants who volunteer for duties which by their very nature require changes in starting times, including the following: personnel working in the Office of the Superintendent who are assigned to Administration, Management and Labor Affairs Section, Office of Legal Affairs, Office of News Affairs, Inspection Division, Office of Crime Control Strategies, and Office of International Relations; personnel working in the Office of the First Deputy Superintendent who are assigned to Administration, Special Events & Liaison Section, and Detached Services; personnel working in the Bureau of Patrol who are assigned to Administration, Patrol Division Sergeants who are assigned to District Tactical Teams, CAPS Sergeants, Business Liaison Sergeants, First and Eighteenth District Foot Patrol, Sergeants assigned to Area Deputy Chiefs, and Special Functions Division, only to include the Detail Unit, Bait Car Team, Bomb Tech Unit, Canine Unit, Mounted Unit, Marine and Helicopter Unit, Special Activities, SWAT, and Troubled Buildings; personnel working in the Bureau of Organized Crime; personnel working in the Bureau of Organizational Development who are assigned to Research and Development and Education and Training Division; personnel working in the Bureau of Internal Affairs; personnel working in the Bureau of Detectives who are assigned to Detective Division Mission Teams, Central

Investigations Unit, Youth Investigation Division not assigned to JISC, and Auto Theft Special Investigations and Stripping Teams; personnel working in the Bureau of Administration who are assigned to the Personnel Investigation Section of the Human Resources Division; and Sergeants assigned to dignitary protection duties as part of their regular duties, or temporary replacements therefore, excluding Sergeants assigned to visiting dignitaries.

## **ARTICLE 21 UNIFORMS**

### **Section 21.1 Uniforms and Equipment Advisory Committee**

One Sergeant designated by Unit 156-Sergeants shall be added to the Department's Uniforms and Equipment Advisory Committee. The Committee's function will be to offer recommendations relative to additions, deletions or modifications in the Department's Uniforms and Personal Equipment Program. The recommendations will be channeled through the Research and Development Division to the Department's Uniforms and Personal Equipment Policy Committee. Any and all recommendations made by the Committee will be advisory only.

### **Section 21.2 Major Changes**

The Department will apprise the Uniforms and Equipment Advisory Committee whenever major changes to the Uniforms and Personal Equipment Program are anticipated.

### **Section 21.3 Uniform Allowance**

A. Each Sergeant shall receive a uniform allowance of \$1800.00 per year payable in three (3) installments of \$600.00 on February 1, August 1 and December 1 of 2006 and each calendar year thereafter.

B. Subject to available funding, the Employer shall issue to each Sergeant a voucher that shall be used to purchase uniforms and personal equipment items which are identified by the Superintendent in accordance with the Department's Uniforms and Personal Equipment Program and which are not currently possessed by the Sergeant.

### **Section 21.4 Uniform Change or Modification**

The Employer shall pay for the first issue of any change in, or modification of, the prescribed uniform announced and effective after January 1, 1998. Changes in the prescribed uniform required as a result of promotion to or from the position of Sergeant shall not be subject to payment by the Employer.

## **ARTICLE 22 INDEMNIFICATION**

### **Section 22.1 Employer Responsibility**

The Employer shall be responsible for, hold Sergeants harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any Sergeant covered by this Agreement, subject to the conditions set forth in Section 22.4.

### **Section 22.2 Legal Representation**

Sergeants shall have legal representation by the Employer in any civil cause of action brought against a Sergeant resulting from, or arising out of, the performance of duties.

### **Section 22.3 Cooperation**

Sergeants shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

### **Section 22.4 Applicability**

The Employer will provide the protections set forth in Sections 22.1 and 22.2 so long as the Sergeant is acting within the scope of his/her employment and where the Sergeant cooperates, as defined in Section 22.3, with the Employer in defense of the action or actions or claims.

### **Section 22.5 Expedited Arbitration**

Grievances alleging a violation of Article 22 may be initiated at Step Three of the grievance procedure. In arbitrations thereunder, unless the parties agree otherwise, the hearing shall commence within thirty (30) days of the selection of the Arbitrator, and the Arbitrator shall issue his/her award, in writing, within fifteen (15) days following the close of the hearing. The full written decision of the Arbitrator may be issued within thirty (30) days of the close of the hearing.

## **ARTICLE 23 SENIORITY**

### **Section 23.1 Definition and Application**

A. Seniority shall be defined as a Sergeant's continuous length of service in rank subject to Section 23.1(B).

In the event two (2) or more Sergeants have the same seniority date, the Sergeant with the longest period of continuous service, as determined by referring to the Sergeants' continuous service dates, shall receive the higher seniority status.

In the event two (2) or more Sergeants have the same seniority and continuous service dates, the older Sergeant, as determined by referring to the Sergeants' dates of birth as recorded on their employment applications, shall receive the higher seniority status.

B. Advancement within the salary and quarterly differential schedule shall be determined by the Sergeant's continuous service date. The continuous service date shall be the date of last hire as a sworn member subject to the following:

1. For a Sergeant who has resigned and who has been re-hired, the continuous service date shall be determined by the continuous length of service from the date of last hire as a sworn member without consideration of the Sergeant's prior service, unless an application for re-employment was received within one (1) year of the Sergeant's resignation date, in which case the continuous service date will be adjusted to reflect the time the Sergeant was absent from the Department.
2. For Sergeants taking a leave of absence, only the days absent in excess of thirty (30) days' leave from the Employer's service without pay (other than military, duty disability, Family and Medical Leave Act leave or suspension) shall be deducted in computing the continuous service date.

C. The seniority of a Sergeant and the employment relationship shall be terminated in the following circumstances:

1. Resignation;
2. Separation (discharge);
3. Retirement;
4. Unauthorized absence for four (4) consecutive working days without notice to the Employer;
5. If laid off, failure to report fit for duty within thirty-one (31) days of the delivery of written notification of recall to the Sergeant's last known address, which notification shall be simultaneously provided to Unit 156-Sergeants;
6. Failure to report fit for duty upon the termination of an authorized leave of absence; and
7. On a layoff list for five (5) years.

### **Section 23.2 Furlough Scheduling**

In Units in which there are two (2) or more Sergeants assigned to each watch, following the annual watch selection, a Sergeant shall select his furlough by seniority on the watch within the Unit of assignment, or, if detailed for twenty-eight (28) days or more prior to the date

selection begins, within the Unit of detail on the basis of seniority on the watch. In Units in which there are less than two (2) Sergeants assigned to each watch, a Sergeant shall select his/her furlough by seniority within rank within the Unit of assignment, or, if detailed for twenty-eight (28) days or more prior to the date selection begins, within the Unit of detail on the basis of seniority in rank. District Tactical and District Gang Tactical Sergeants shall be deemed a separate watch for purposes of this Section.

Sergeants may elect to take their full furlough or split the furlough to which they are entitled into two (2) equal segments. If a full furlough is selected or if the furlough is split, the full furlough or first one half of the furlough shall be determined in one process and on the basis of seniority in rank on the watch or in the Unit as specified in the preceding paragraph. After all Sergeants have bid for their first choice, Sergeants who have split their furlough shall select the second one half in one process and on the basis of seniority in rank on the watch or in the Unit as specified in the preceding paragraph.

A full furlough will commence on the first day of a police period. A split furlough will commence on either the first or the fifteenth day of a police period.

Compensatory time furloughs will not be scheduled for Sergeants who split their annual furloughs; however, such Sergeants shall be allowed to take a compensatory time furlough, subject to manpower requirements.

Furlough schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

Further, a Sergeant who voluntarily leaves a watch or Unit after his/her furlough selection will have his furlough segment changed if there is a Sergeant on the new watch or in the new Unit who already has the same furlough segment which results in an overage of Sergeants on furlough for that watch or in that Unit, in which event the incoming Sergeant shall have the opportunity to select from available furlough segments.

Sergeants assigned to a 4-2 work schedule will have the right to extend a furlough or furlough segment to the scheduled regular days off (RDOs) on the front and back of the furlough or furlough segment. Sergeants in the ten (10) hour work schedule or traditional work schedule will be allowed furlough extensions on either the front or back end of their furloughs to the Sunday prior to the start of the furlough or the Saturday following the end of the furlough.

Sergeants will be afforded the option of reverting to the day off group (DOG) and/or work schedule to which he or she was assigned at the time of the Annual Furlough Selection unless he or she voluntarily changed his or her work schedule or DOG. When reverting back to a DOG or work schedule, eligible Sergeants will notify his or her Unit Commanding Officer by To-From-Subject report of that intention no less than two (2) weeks prior to the reversion. The Sergeant will identify when he/she intends to revert. The Sergeant may opt to revert on the Sunday before the start of the furlough or the Sunday beginning the furlough. The Sergeant will remain in the reversion DOG/work schedule for the entire furlough. The Sergeant may remain in the reversion DOG until the Saturday following the completion of the furlough or return to his/her assigned DOG on the Sunday following the furlough.

### **Section 23.3 Seniority List**

The Employer shall prepare a seniority list. The list shall be made available to Sergeants in each Unit. Unit 156-Sergeants shall receive a copy of said list at least quarterly. In addition to a seniority list, Unit 156-Sergeants shall be provided a seniority list in alphabetical order at least quarterly.

### **Section 23.4 Personal Day Selection**

Any dispute within a Unit as to the selection of a personal day provided for in Section 11.3 shall be resolved by seniority.

### **Section 23.5 Use of Elective Time**

A. Authorized elective time used to extend a furlough shall receive first priority, provided that a written request is submitted prior to the beginning of a furlough.

B. Authorized requests for other days off shall be in accordance with the following priorities if written notice of the requested day off is given to the appropriate superior no later than ten (10) days prior to the requested day off:

1. Personal days shall receive first priority;
2. Baby Furlough Days shall receive second priority;
3. Surplus vacation days shall receive third priority; and
4. Compensatory time shall receive fourth priority.

C. Any dispute within a Unit as to the selection of a day off shall first be decided by the priority schedule in this Section. Any dispute within a Unit as to the selection of a day off within the same priority schedule shall be resolved by seniority.

D. Requests for days off that are submitted less than ten (10) days from the requested day off may only be authorized after all requests submitted ten (10) or more days prior to the requested day have been authorized. Requests submitted less than ten (10) days from the requested day off shall not be subject to this priority schedule or seniority.

### **Section 23.6 Canceled Days Off**

When operational considerations require the cancellation of days off, the following procedure will apply:

The Employer will designate the rank, watch, Units and day off groups which will have days off canceled. In those Units which have been designated to provide personnel, seniority will be the determinative factor in the selection of Sergeants required to work on their regular days off, provided that the Sergeants to be selected possess the necessary skill or special qualifications to perform the duties required. The Employer shall first seek volunteers on the

basis of seniority from among those Sergeants in said Unit. If there are insufficient volunteers, the Employer shall select Sergeants on the basis of reverse seniority.

For the purpose of this Section, a Unit may be defined as a Bureau, Division, Area, District, Section, group, watch or Tactical, Gang Tactical or Community Policing Unit.

### **Section 23.7 Holiday Assignment**

When operational considerations require that a Sergeant of a Unit work on a holiday, as defined in Section 11.1, the most senior Sergeant will be given the option to work, provided that the holiday is the Sergeant's regular work day and watch, and further provided the Sergeant possesses the necessary skill or special qualifications to perform the duties required.

For the purpose of this Section, a Unit may be defined as a Bureau, Division, Area, District, Section, group, watch or Tactical, Gang Tactical or Community Policing Unit.

### **Section 23.8 Details**

This Section applies to Sergeants assigned to District Law Enforcement and the Units listed in Section 32.1(C).

#### **A. Sports Events, Parades or Festivals**

When the Employer decides to assign a Sergeant to a detail outside the Area, District or Unit to a sports event, parade or festival, the Employer shall determine the watch and Unit from which Sergeants are to be assigned to the detail. The Employer shall select a Sergeant for a detail who occupies a management position on the affected watch prior to selecting a Sergeant who occupies a bid position on the affected watch for that detail. If and to the extent there are insufficient management Sergeants available on the affected watch for the detail and there are no volunteers for the detail from the affected watch, the Employer shall select the Sergeant for the detail from among the bid Sergeants on the affected watch on the basis of reverse seniority, provided that there are no management Sergeants available.

#### **B. Temporary Manpower Shortage--Short-Term Details**

When the Employer decides to detail a Sergeant to another District/Unit to provide relief for a temporary manpower shortage, the Employer will designate the District/Unit and Watch which will provide the Sergeant(s) for the detail. Sergeant(s) will then be selected in the following manner:

1. The Employer shall seek volunteers based upon seniority among Sergeants on the Watch at no additional compensation.

2. If there are insufficient volunteers, the Employer shall select a Sergeant who does not hold a District or Unit Bid from the Watch on the basis of reverse seniority.

3. If there are insufficient Sergeants on the designated Watch who do not hold District or Unit Bid positions, the Employer will offer the premium pay opportunity to the Sergeants holding District or Unit Bids in order of seniority.

C. Temporary Manpower Shortage—Long-Term Details

When the Employer decides to detail a Sergeant outside the Sergeant's District or Unit of assignment for more than thirty (30) days to provide relief for a temporary manpower shortage, the Employer will designate the District/Unit and Watch which will provide the Sergeant(s) for the detail. Sergeant(s) will then be selected in the manner set forth under paragraph (B) above.

A Sergeant will not be detailed for longer than ninety (90) days. A Sergeant who has completed a ninety (90) day detail shall be returned to his/her District or Unit of assignment and will not be required to participate in another long-term detail for the next one hundred and eighty (180) days. However, the same Sergeant may, at his/her option, agree to continue the detail until it is concluded, or for another ninety (90) days, whichever occurs first.

D. Detail Pay

A Sergeant assigned to District Law Enforcement who is detailed pursuant to Section 23.8(B)(2), (B)(3) or (C) to a District in an Area outside of his/her Area of assignment will be compensated at the rate of time-and-one-half for the duration of the detail. For purposes of this Section, Areas are North, South and Central. In the event the Employer changes or reconfigures District and/or Area boundaries, the Employer will notify and meet with Unit 156-Sergeants. Any disputes arising from the Department's changes or reconfiguration will be subject to mediation at the request of Unit 156-Sergeants.

E. Applicability

The Employer's Tactical Team and Gang Tactical Team Sergeants, Mission Team Sergeants, Foot Sergeants, Sergeants assigned to the Community Policing Office and Business Liaison Sergeants shall not be restricted in any way by this Section.

In emergency situations, or situations where the Employer reasonably anticipates civil disorder will occur, or does occur, this Section shall not apply.

If a Sergeant is detailed in any manner contrary to the provisions of this Agreement, the affected Sergeant will be entitled to compensation at the rate of time-and-one-half for the duration of the detail.

**ARTICLE 24  
EDUCATIONAL REIMBURSEMENT**

The Employer agrees to provide tuition reimbursement to Sergeants for extra-Department education subject to the following conditions:



A. To be eligible for reimbursement—

1. Each course taken must be job-related or necessary for an undergraduate or graduate degree.
2. Proof of acceptance for a degree program must be presented upon request.
3. Each course taken towards a college or university degree must grant college level credit.
4. Each course must be taken through an accredited college or university.

B. Sergeants must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

C. Reimbursement will be granted on the following basis:

- |  |      |
|--|------|
| 1. Grade "A"   | 100% |
| 2. Grade "B" and any other grades<br>classified by the school as passing | 75%  |

D. Reimbursement may be denied if a Sergeant's work performance is deemed inadequate or if a Sergeant has a record of sustained infractions of Department orders, directives or procedures.

E. Reimbursement will not be granted to the extent—

1. Tuition costs are covered by the U.S. Department of Veteran's Affairs or other funds; or
2. The program in which the Sergeant is enrolled is reimbursable through a federal grant-in-aid program for which the Sergeant is eligible.

F. Reimbursement will be made for a maximum of two (2) courses per school term.

G. Reimbursement will be granted when a Sergeant is required by the Superintendent to attend an educational or training program.

H. In the event a Sergeant commences an undergraduate or graduate degree (including a law degree) program after January 1, 1997 and obtains an undergraduate or graduate degree with the assistance of the tuition reimbursement program, and the Sergeant, within one (1) year of obtaining such degree, voluntarily resigns from the Department, all tuition costs [one hundred percent (100%)] reimbursed to the Sergeant by the Employer for obtaining such degree shall be repaid to the Employer. If the Sergeant voluntarily resigns after one (1) year, but less than two (2) years, after obtaining the degree, the Sergeant shall repay one-half [fifty percent (50%)] of the tuition reimbursement to the Employer. If the Sergeant does not complete the degree program and voluntarily resigns from the Department, the Sergeant shall repay one

hundred percent (100%) of all tuition reimbursement received for any course completed within two (2) years of such resignation. Sergeants receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph. This provision shall not apply to reimbursement under Article 24(G), nor shall this provision apply to Sergeants who resign from the Department for the purpose of accepting employment within another City of Chicago department.

#### **ARTICLE 24A EDUCATIONAL LEAVES**

Sergeants may be excused without loss of pay to attend a conference, a seminar, a workshop or other function of a similar nature that is intended to (A) improve, maintain or upgrade the Sergeant's certifications, skills and professional ability and (B) benefit the Department. If a request is denied, the Sergeant will be given a reason, in writing, for the denial.

#### **ARTICLE 25 LIFE INSURANCE**

The Employer agrees to provide a \$75,000.00 life insurance benefit at no cost to each Sergeant and an AD&D benefit to be increased to \$5000.00 effective July 1, 2003. Sergeants must complete a City of Chicago Group Term Life Insurance enrollment form set, including the employee beneficiary section of the form set, in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the Sergeant to complete the enrollment form set will result in termination of the Sergeant's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for Sergeants to purchase optional Group Term Life Insurance and Universal Life Insurance in addition to the Basic Group Term Life Insurance coverage provided above at nominal additional cost to Sergeants. Sergeants will be permitted to purchase any amount of optional insurance coverage in \$1000.00 multiples up to an amount equal to their annual salaries rounded up to the next multiple of \$1000.00. The optional Group Term Life Insurance shall continue to be provided to Sergeants at the Employer's then current cost.

**ARTICLE 26**  
**WAGES**

**Section 26.1 Salary Schedule**

A. Effective July 1, 2012 and thereafter, Sergeants shall receive the following percentage increases in their base salaries set forth in Appendix N, subject to the provisions of subsection (B):

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2012	2.00%
January 1, 2013	2.00%
January 1, 2014	2.00%
January 1, 2015	1.00%
January 1, 2016	100%

B. During the term of this Agreement, should the bargaining unit of sworn police officers currently represented by Lodge 7 of the F.O.P. or the Fire Lieutenants currently represented by Local 2 of the I.A.F.F., receive a percentage base wage increase in excess of that received by the Sergeants as set forth in A. above or improvements in step schedules (other than when a particular job function has been reclassified), the Employer shall grant Unit 156-Sergeants bargaining unit members increases equivalent to those granted to such other bargaining unit(s) over the same time period.

C. During the term of this Agreement, should there be enacted into law legislation pursuant to which Sergeants covered by this Agreement are required to increase their contributions to the Policemen's Annuity and Benefit Fund Act of the Illinois Pension Code (40 ILCS 5/5-101 et seq.) or any successor pension fund in an amount above the amount of the current annual contribution of 9% of salary, Unit 156-Sergeants may reopen this Agreement solely on the issue of wages for the purpose of renegotiating the base salary and percentage increases which shall be paid to Sergeants. Unit 156-Sergeants shall have thirty (30) days from the date it receives notice that the contributions will increase to notify the Employer, in writing, by certified mail, of its intent to reopen this Agreement. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. In the event this Agreement is reopened pursuant to this provision, the base salary and percentage increases set forth in this Agreement will not be changed or reduced without the written consent of Unit 156-Sergeants. The Employer and Unit 156-Sergeants shall have ninety (90) days to renegotiate the base salaries and percentage increases set forth in this Agreement. In the event the parties are unable to resolve the issue of base salaries and percentage increases during the ninety (90)-day negotiation period, or within any mutually agreed to extension, the dispute shall be submitted to the impasse resolution procedure set forth in Section 28.3(B).

## **Section 26.2 Quarterly Differential**

Effective January 1, 1999 and subsequent years, the quarterly differential shall be increased by the same percentage increase as the base salary and shall be paid in accordance with Appendix M.

## **Section 26.3 Work Out of Grade**

Any Sergeant covered by this Agreement who is directed to perform substantially all of the duties and assumes substantially all of the responsibilities of a higher rank for two (2) or more hours within a single tour of duty shall be paid at the E4 rate of pay for a full tour of duty. If the Sergeant is required to work overtime while working Out of Grade he/she shall be paid at the E4 rate for each hour worked Out of Grade and shall also be compensated at the E3 rate for each overtime hour worked consistent with the provisions of Section 20.2.

## **Section 26.4 Payment of Wages**

Except for delays caused by payroll changes, data processing or other breakdowns, or other causes outside the Employer's control, the Employer shall continue its practice with regard to the payment of wages, which generally is as follows: (1) payment of wages provided herein shall be due and payable to a Sergeant no later than the first and sixteenth day of each month; (2) holiday premium pay shall be due and payable to the Sergeant no later than the twenty-second day of the month following the month in which the holiday premium was earned; and (3) other premium pay shall be payable to the Sergeant no later than the last day of the period following the period in which the premium work was performed. The Employer shall not change pay days except after notice to and, if requested by Unit 156-Sergeants, negotiating with Unit 156-Sergeants. "Negotiating" for the purpose of this Section shall mean as it is defined in Section 8(d) of the National Labor Relations Act.

## **Section 26.5 Payment of Time**

A Sergeant covered by this Agreement who resigns or dies shall be entitled to and shall be paid for all unused compensatory time accumulated by said Sergeant, including furlough time, Baby Furlough Days and personal days. A Sergeant who is separated for cause shall be entitled to receive only unused compensatory time accumulated as a result of earned overtime for hours worked in excess of 171 per twenty-eight- (28-) day period.

## **Section 26.6 Compensatory Time Exchange**

A Sergeant may exchange (cash in) accumulated compensatory time not to exceed two hundred (200) hours each year of this Agreement at the Sergeant's hourly rate at the time of payment. Application for such exchange shall be on a form provided by the Employer and at a time each year set by the Employer. In no event shall payment be made any later than March 1 of the year following application.

## **ARTICLE 27 RESIDENCY**

All Sergeants covered by this Agreement shall be actual residents of the City of Chicago.

## **ARTICLE 28 DURATION, ENFORCEMENT AND DISPUTE RESOLUTION**

### **Section 28.1 Term of Agreement**

This Agreement shall be effective from July 1, 2012 and shall remain in full force and effect until June 30, 2016. It shall continue in effect from year to year thereafter, unless notice of termination is given, in writing, by certified mail, by either party no earlier than February 1, 2016 and no later than March 1, 2016. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. It is mutually agreed that the Articles and Sections shall constitute the Agreement between the parties for the period defined in this Section.

### **Section 28.2 Continuing Effect**

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

### **Section 28.3 Impasse Resolution, Ratification and Enactment**

A. If the parties reach a complete agreement as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. The agreement will first be presented to Unit 156-Sergeants' membership with the recommendation of the Executive Board for ratification.
2. Within ten (10) days after such ratification by Unit 156-Sergeants' membership, the agreement will be submitted to the City Council of the City of Chicago with the Superintendent's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City of Chicago's Home Rule authority. The Employer and Unit 156-Sergeants shall cooperate to secure this legislative approval.

3. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the City Council's vote to discuss the reasons for the City Council's rejection and to determine whether any modifications can be made to deal with the problems, but either party may thereafter invoke arbitration in accordance with Section 28.3(B) upon ten (10) days' written notice to the other party.

For purposes of this Article, rejection by the City Council means affirmative rejection by a three-fifths (3/5) vote of the members of the City Council within thirty (30) days of the date the agreement is submitted to it.

B. If a complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three- (3-) person Dispute Resolution Board, one (1) member to be selected by each of the parties and the third member to be jointly agreed upon by the parties.
2. The Board shall be convened and shall be composed of the following three (3) persons: one (1) appointed by the Employer, one (1) appointed by Unit 156-Sergeants and one (1) impartial member to be mutually selected and agreed upon by the Employer and Unit 156-Sergeants. If, after a period of five (5) days from the date of the appointment of the two (2) representatives of the parties, the remaining Board member has not been selected or otherwise agreed upon, then either representative may request the American Arbitration Association, or its successor in function, to furnish a list of seven (7) members of said service from which the remaining Board member shall be selected. The American Arbitration Association shall be advised that the eligibility criteria for names to be placed upon the list shall include the following: membership in the National Academy of Arbitrators; at least five (5) years' experience in labor relations dispute resolutions in either the private or public sector; U.S. citizenship; and a commitment by any such individual that, if appointed or selected, said individual agrees to comply with the time limits set forth in subsection (B)(5). Upon mutual written agreement of the Employer and Unit 156-Sergeants, the parties' right to appoint any Board members other than the impartial member may be mutually waived.
3. The list shall be immediately published, and the representative appointed by the Employer shall, within five (5) days after publication of said list, eliminate three (3) names from the list. Within two (2) days after such elimination, the representative appointed by Unit 156-Sergeants shall eliminate three (3) names from the list. The remaining individual, plus the individual appointed by the Employer and the individual appointed by Unit 156-Sergeants, shall compose the Board.

4. The member of the Board selected, pursuant to subsection (B)(3), shall act as Chairman. He/she shall be an impartial, competent and reputable individual and shall be administered and subscribe to the constitutional oath or affirmation of office. The Employer and Unit 156-Sergeants shall each pay one-half of the fees and expenses of the impartial member.
5. The Chairman shall have the authority to convene and adjourn proceedings, administer oaths, compel testimony and/or the production of documents and employ such clerical or research assistance as in his/her judgment and discretion are deemed warranted. He/she shall convene proceedings on the issues presented to the Board within ten (10) days after his/her appointment and/or selection; the Board shall make its determination within thirty (30) days after it has convened. The time limits set forth herein may be extended only upon written mutual agreement of both the Board member appointed by Unit 156-Sergeants and the Board member appointed by the Employer.
6. The Employer and Unit 156-Sergeants shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of, or in addition to, such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman shall have the authority as necessary to maintain decorum and order and may direct (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public, and the parties understand and agree that the provisions of 5 ILCS 120/1 *et seq.* are not applicable. If, in the opinion of the impartial member of the Board, it would be appropriate to meet with either the Employer or Unit 156-Sergeants for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.
7. The compensation, if any, of the representatives appointed by Unit 156-Sergeants shall be paid by Unit 156-Sergeants. The compensation of the representative appointed by the Employer shall be paid by the Employer.
8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.
9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the City Council's vote to discuss the reasons for the City Council's rejection and to determine whether any modifications can be made to deal with the problems, but either party may

thereafter terminate this Agreement upon ten (10) days' written notice to the other.

10. There shall be no implementation of any provisions of a successor agreement without City Council ratification and adoption in ordinance form of the agreement, except, however, that the terms of this Agreement shall remain in full force and effect until a successor agreement is adopted in ordinance form or this Agreement is terminated pursuant to subsection (B)(9).
11. As permitted by 5 ILCS 315/14(p), the impasse resolution procedure set forth herein shall govern in lieu of the statutory impasse resolution procedure provided under 5 ILCS 315/14, except that the following portions of said 315/14 shall nevertheless apply: subsections (h), (i), (k) and (m).

## **ARTICLE 29 BABY FURLOUGH DAYS**

### **Section 29.1 Number of Baby Furlough Days**

Sergeants shall receive four (4) Baby Furlough Days (BFDs) [eight (8), eight and one-half (8.5), or ten (10) hours for each BFD] for each calendar year, consistent with the Sergeant's applicable work schedule.

### **Section 29.2 Carryover of Baby Furlough Days**

A Sergeant's BFDs shall be granted pursuant to and in accordance with the provisions of this Agreement and with the Department's policy of granting elective time off, except, if a Sergeant elects not to use or is denied use of all his/her BFDs in a calendar year, the Sergeant may, at the Sergeant's option, carry over up to four (4) BFDs for use as days off in the next year.

### **Section 29.3 Compensation for Unused Baby Furlough Days**

Any BFD not used in a calendar year shall be paid at eight (8) hours per day to the eligible Sergeant in the following calendar year, except as provided for in Section 29.2. Payment shall be based upon the salary schedule in effect at the time of payment. Payment shall be made by April 1 for BFDs not used in the preceding calendar year.

## **ARTICLE 29A FURLOUGHS**

### **Section 29A.1 Annual Furlough**

Furlough shall be granted to Sergeants for each calendar year of this Agreement.



### **Section 29A.2 Furlough Days**

Effective January 1, 2006 and thereafter, Sergeants shall receive twenty-five (25) working days of furlough (vacation).

### **Section 29A.3 Furlough Selection**

Furlough shall be selected in accordance with this Agreement subject to operational needs, and approved individual furlough days may be taken by the requesting Sergeant at the discretion of the Department.

### **Section 29A.4 Furlough Extension**

Consistent with operational needs and Department directives, furlough may be extended by the use of elective time at the request of a Sergeant with the approval of the Department.

### **Section 29A.5 Unused Furlough**

Except as provided herein, all furlough time not taken in the calendar year shall be forfeited, unless the Sergeant was denied vacation by the Employer. If a Sergeant requests through written notice to the Employer before the first day of the twelfth police period to use remaining furlough days and is denied use of those days by the Employer, the Sergeant shall be allowed to be paid for up to five (5) unused days at the rate of pay in effect at the time of payment. Payment shall be made by April 1 for furlough days not used in the preceding calendar year.

## **ARTICLE 30 LEAVES**

### **Section 30.1 Personal Leave**

Applications for personal leaves of absence shall be governed by the applicable provisions of the City of Chicago Personnel Rules, provided that Unit 156-Sergeants shall be promptly notified of all personal leaves of absence and extensions thereof taken by Sergeants covered by this Agreement, and provided that no benefit regarding personal leaves of absence now enjoyed shall be diminished, modified or eliminated, unless otherwise provided for in this Agreement.

### **Section 30.2 Military Leave**

Any Sergeant who is a member of a reserve force or a national guard of the United States or of the State of Illinois and who is ordered by appropriate authorities to attend a training program or to perform other duties under the supervision of the United States or the State of Illinois shall be granted a paid leave of absence during the period of such activity not to exceed fourteen (14) calendar days in any calendar year in the case of a member of a reserve force and not to exceed fifteen (15) calendar days in the case of a national guard. Sergeants hired after January 1, 1997 shall deposit their military pay with the City Comptroller for all days compensated by the Employer.

Sergeants who are deployed for military service in excess of fifteen (15) calendar days in a combat zone (as designated pursuant to the Executive Orders of the President of the United States) shall not be required to reimburse the Employer the amount of military pay they receive. The Employer will continue to make its pension contributions for such Sergeants.

### **Section 30.3 Family and Medical Leave Act**

A. Sergeants who have worked 1250 hours in the preceding twelve- (12-) month period shall thereafter be entitled to a Family and Medical Leave Act (“FMLA”) leave of twelve (12) work weeks during any twelve (12) months for the following reasons:

1. For the birth of a Sergeant’s child and to care for the newborn child;
2. For the placement with the Sergeant of a child for adoption or foster care;
3. To care for the Sergeant’s spouse, child or parent with a serious health condition; or
4. Due to a serious health condition affecting the Sergeant.

B. Such leave shall be without pay, unless the Sergeant elects to use accrued paid leave for which the Sergeant is eligible. Paid leave shall be concurrent with, and not in addition to, FMLA leave. During any leave taken under this Article, the Sergeant’s health care coverage shall be maintained as if the Sergeant were working.

C. Seniority shall accrue during FMLA leave; the Employer shall continue to make its contribution, and the Sergeant shall continue to make his/her health care contributions.

D. Any Sergeant desiring to take leave under this Section shall provide reasonable advance notice to the Employer on a form provided by the Employer, which form shall be approved by Unit 156-Sergeants. Reasonable advance notice shall not be less than ten (10) days; where advance notice cannot be made, the Sergeant shall provide notice within forty-eight (48) hours after the Sergeant is able to do so. Failure to provide the notice provided for in this Section shall not affect the validity of the leave if the Employer had actual notice. Sergeants shall have the right to return to their regular assignments and locations.

E. Except as specifically provided in this Agreement, the provisions of the FMLA, including the rules and regulations and the policies and procedures of the Employer in effect as of the date of this Agreement for FMLA leave, shall be applicable to FMLA leave.

## **ARTICLE 31 UNIT BENEFITS**

### **Section 31.1 Information Exchange**

A. The Department will provide Unit 156-Sergeants with a copy of all General Orders, Department Special Orders, Department Notices, Bureau of Operational Services Special

Orders and Patrol Division Special Orders and all facsimile messages relating to or amending the aforementioned.

B. The Department's daily compendium of news clippings and press releases prepared by News Affairs will be made available to Unit 156-Sergeants through the inter-Department mail service.

C. The Department will provide Unit 156-Sergeants with a copy of a quarterly listing of Unit 156-Sergeants indicating the name and current star number, Unit of assignment, Unit of detail, payroll code, seniority and continuous service dates, home address, zip code and telephone number of each listed Sergeant.

D. The Department will provide Unit 156-Sergeants with a copy of a monthly listing of Sergeants in Alpha and Unit Sequence.

E. The Department will provide Unit 156-Sergeants with a copy of all Series A and Series B Personnel Orders.

F. The Department will provide Unit 156-Sergeants with a copy of the Sworn Separation Report.

G. The Department will provide Unit 156-Sergeants with copies of staffing requests for new Department directives.

### **Section 31.2 Registration of Firearms**

The Employer agrees not to charge or otherwise assess active Sergeants any registration fees for firearms which are duty-related. While the Sergeant is on active duty, the Employer further agrees that such firearms need only be registered once.

### **Section 31.3 Lockers**

The Employer will provide each Sergeant with a Department locker at his/her Unit of assignment or primary work location, subject to the rules and regulations of the Department with respect to such use. Sergeants shall have a priority in locker assignments over subordinate ranks. This Section may not be grieved beyond Step Two.

### **Section 31.4 Maintenance of Benefits**

The Employer agrees that the following benefits enjoyed by Sergeants covered by this Agreement will be maintained for the duration of the Agreement and shall not be diminished, modified or eliminated during the term of the Agreement, unless otherwise provided for in this Agreement:

- A. Rank credit;
- B. Quarterly differential;

- C. Educational benefits;
- D. Sickness in family time;
- E. Change of uniforms at District;
- F. Use of Department mailboxes where provided;
- G. Use of gymnasium facilities during off-duty hours;
- H. Physical examinations;
- I. Furloughs and compensatory (baby) furloughs;
- J. Marriage leave;
- K. Utilization of compensatory time earned in partial tour or full tour segments consistent with operational needs;
- L. Life insurance rates, including the cost of optional insurance, and optional disability insurance;
- M. One-half hour lunch period during the tour of duty; and
- N. Pension benefits as provided by statute.

Any obligation of the Employer to indemnify Sergeants for punitive damages assessed, adjudged or otherwise levied shall be based upon City of Chicago ordinances and/or state statutes providing for such indemnification.

**Section 31.5 Unit Benefits**

Any increases and/or enhancements during the term of this Agreement relating to any of the following economic matters agreed to with Lodge 7 shall be applicable to Sergeants covered by this Agreement:

- A. Holidays
  - 1. Holidays
  - 2. Compensation
  - 3. Personal Day
  - 4. Special Compensation Time
  - 5. Holiday Declaration
- B. Bereavement Leave
  - 1. Death in Family
  - 2. Definition of Family
  - 3. Extended Bereavement

- C. Hours and Overtime
  - 1. Work Week/Work Period
  - 2. Compensation for Overtime
  - 3. Sixth and Seventh Day
  - 4. Call Back/Reporting on Regular Day Off
  - 5. Court Time
  - 6. Stand-By
  - 7. Day Off Changes
  - 8. Accumulation of Compensatory Time
  - 9. Back-to-Back Shifts
  - 10. Duty Availability
- D. Uniform Allowance
- E. Indemnification
- F. Educational Reimbursement
- G. Life Insurance
- H. Optical Coverage
- I. Medical Provisions
  - 1. Disability Income and Practices
- J. Wages
  - 1. Wages
  - 2. Work Out of Grade
  - 3. Payment of Wages
  - 4. Payment of Time
- K. Baby Furlough Days and Furlough Days
  - 1. Number of BFDs
  - 2. Carryover of BFDs
  - 3. Compensation for Unused BFDs
  - 4. Furlough Days
- L. Personal Leaves
  - 1. Military Leaves
  - 2. Family and Medical Leave Act
- M. Maintenance of Benefits

**ARTICLE 32  
WATCH/DISTRICT/UNIT SELECTION**

**Section 32.1 Bidding Procedure for District/Unit Vacancies**

**A. Qualifications and Vacancies**

A recognized vacancy exists when a Sergeant holding a District/Unit bid position is transferred, detailed out of the District or Unit for more than ninety (90) days, on leave of absence for more than thirty (30) days, resigns, retires, dies, is promoted or is discharged.

An eligible bidder shall be a full duty Sergeant who is able to perform in the bid position to the satisfaction of the Employer after orientation and without further training. The Employer shall select the most senior qualified bidder when the qualifications of the Sergeants involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

**B. Procedures for Filling Vacant District Bid Assignments**

The Employer shall post a list of District bid vacancies, if any, on the first Friday of the second, fifth, eighth and eleventh police periods. Vacancies will be posted on the C.L.E.A.R. Administrative Message Center on the above designated dates and on the Management and Labor Affairs Section website. A Sergeant may bid on up to three (3) recognized vacancies in order of preference on a Personnel Action Request (PAR) form to be supplied by the Employer. One (1) copy of the bid shall be presented to the Employer, one (1) copy shall be forwarded to Unit 156-Sergeants, and one (1) copy shall be retained by the Sergeant who submitted the bid. The bid submission must be received in the office of Management and Labor Affairs Section within ninety-six (96) hours of the official posting time. The Sergeant with the most time in rank submitting a bid shall be awarded the recognized vacancy.

The Employer shall respond to the successful bidder no later than three (3) days prior to the change day for the new twenty-eight (28) day period. A successful bidder may not bid for another District vacancy for one (1) year.

**C. Procedures for Filling Vacant Unit Bid Assignments for Designated Units**

Vacancies in the following Unit assignments shall be filled by bid based upon time in rank:

1. Three (3) Sergeant Unit assignments in Airport Law Enforcement South;
2. Three (3) Sergeant Unit assignments in Airport Law Enforcement North;
3. Four (4) Sergeant Unit assignments in the Public Transportation Section;
4. Three (3) Sergeant Unit assignments in the Traffic Enforcement Section;  
and

5. Three (3) Sergeant Unit assignments in the Central Detection Section.

The Employer shall post a list of Sergeant Unit bid vacancies, if any, on the first Friday of the second, fifth, eighth and eleventh police periods. Vacancies will be posted on the C.L.E.A.R. Administrative Message Center on the above designated dates and on the Management and Labor Affairs Section website. A Sergeant may bid on up to three (3) recognized vacancies in order of preference in writing on a Personnel Action Request (PAR) form to be supplied by the Employer. One (1) copy of the bid shall be presented to the Employer, one (1) copy shall be forwarded to Unit 156-Sergeants, and one (1) copy shall be retained by the Sergeant who submitted the bid. The bid submission must be received in the office of Management and Labor Affairs Section within ninety-six (96) hours of the official posting time. The Sergeant with the most time in rank submitting a bid shall be awarded the recognized vacancy.

The Employer shall respond to the successful bidder no later than three (3) days prior to the change day for the new twenty-eight (28) day period. A successful bidder may not bid for another Unit vacancy for one (1) year.

When no qualified bidders exist and the Employer elects to fill the vacancy, the Employer may promote, provided an eligibility list exists, or fill the vacancy by reverse seniority.

**Section 32.2 Watch Selection for District Law Enforcement**

A. Tactical, Gang Tactical, Foot, Business Liaison Sergeants and Sergeants in the Community Policing Office shall be assigned at the Employer's discretion.

B. All other Sergeants assigned to District Law Enforcement shall be eligible to participate in the following process:

1. In November of each year, the Employer shall post the number of Sergeant watch positions to be assigned to each watch in each District. Of the positions assigned to each watch, five (5) watch assignments shall be eligible for bidding based on time in rank. In November of each year, a Sergeant may submit to his/her District Commander a watch preference bid.
2. Sergeants who submit watch preference bids shall be assigned to the five (5) watch assignments on each watch based on time in rank.
3. All other watch assignments shall be filled at the Employer's discretion.
4. Within ten (10) days of the completion of the watch selection process, the Employer shall provide Unit 156-Sergeants with a list of the Sergeants assigned to each watch and a list of the successful bidders by watch.

### **Section 32.3 Watch Selection for Units Designated in 32.1C**

#### **A. Unit Watch Assignments Eligible for Bidding**

All Sergeants assigned to the Units identified in subsection 32.1C shall be eligible to participate in the following process:

1. In November of each year, the Employer shall post the number of Sergeant watch positions to be assigned to each watch in each Unit. Of the positions assigned to each watch, one (1) watch assignment shall be eligible for bidding based on time in rank. A Sergeant may submit to his/her Unit Commander a watch preference bid.
2. Sergeants who submit watch preference bids shall be assigned to the three (3) watch assignments based on time in rank.
3. All other watch assignments shall be filled at the Employer's discretion.
4. Within ten (10) days of the completion of the watch selection process, the Employer shall provide Unit 156-Sergeants with a list of the Sergeants assigned to each watch and a list of the successful bidders by watch.

#### **B. All Other Unit Assignments**

All Unit assignments, other than those identified in subsection 32.1C, shall be filled at the Employer's discretion. A Sergeant may, however, submit a Personnel Action Request (PAR) form to a Unit Commander requesting assignment to the respective Unit and describing his/her qualifications. The Unit Commander will consider the Sergeant's request if a position becomes available in such Unit, but is under no obligation to select the Sergeant to fill the position. The Employer will advise Unit 156-Sergeants of the Sergeants who have been selected to fill the position under this subsection.

### **Section 32.4 Changes in Watch, District or Unit Assignment**

Watch and District or Unit selections by a successful bidder shall not be changed without the consent of the Sergeant, except (a) in the event of an emergency for the duration of such emergency; (b) for Sergeants identified as Personnel Concerns or for placement in a management intervention system; (c) for Sergeants in limited duty status for the duration of such status; (d) for Sergeants who have been relieved of their police powers; (e) for just cause; or (f) when the Superintendent determines that the Sergeant's continued assignment would interfere with the Sergeant's effectiveness in such assignment.

### **Section 32.5 Alternative Work Schedules**

During the term of this Agreement, if the Employer implements a new work schedule, the positions that are eligible for bidding under this Article shall not be changed, unless such positions are incompatible with the new work schedule. If such positions are incompatible with the new work schedule, the Employer shall notify Unit 156-Sergeants of such incompatibility



prior to implementing the new work schedule and shall meet with Unit 156-Sergeants upon request to negotiate how the conflict may be resolved. Any negotiations between the parties pursuant to this Section shall not prevent the Employer from implementing the new work schedule.

### **Section 32.6 Dispute Resolution**

In the event the parties are unable to resolve disputes regarding the terms of this Article, then either party may invoke expedited arbitration in accordance with the procedure established in this Section. The parties shall mutually select an Arbitrator from among three (3) Arbitrators whose names shall be agreed upon by representatives of the Employer and Unit 156-Sergeants. If the parties cannot mutually agree on an Arbitrator, the Arbitrator selected shall be the one who will provide the parties with the earliest available hearing date for an expedited arbitration hearing. Recognizing that the parties have agreed to the steady watch and bid concept and the selection process for bid assignments, the jurisdiction of the Arbitrator is for the purpose of addressing problems that may arise which unreasonably interfere with the effective performance of the Department's mission. The arbitration hearing shall commence within thirty (30) days of the demand for expedited arbitration, unless the parties otherwise agree. The Arbitrator shall render a decision within seventy-two (72) hours of the close of the hearing or such other time upon which the parties mutually agree.

## **ARTICLE 33 COMPLETE AGREEMENT**

The parties acknowledge that, during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

## **ARTICLE 34 SAVINGS CLAUSE**

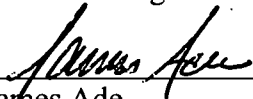
If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation or by Executive Order or the order of any other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

In witness whereof, the parties hereto affix their signatures this \_\_\_\_ day of \_\_\_\_\_ 2013.

For the City of Chicago, an  
Illinois Municipal Corporation

\_\_\_\_\_  
Rahm Emanuel  
Mayor

For the Policemen's Benevolent &  
Protective Association of Illinois,  
Unit 156-Sergeants

  
\_\_\_\_\_  
James Ade  
President

\_\_\_\_\_  
Garry F. McCarthy  
Superintendent of Police

**APPENDIX A  
SERGEANTS**

**CONFIDENTIAL POSITIONS:**

1. Within the Management and Labor Affairs Section, three (3) Sergeant positions.
2. Within the Superintendent's Office of Legal Affairs, one (1) Sergeant position.
3. Within the Office of the Superintendent, one (1) Sergeant position.
4. Within the Executive Staff of the Deputy Superintendents in charge of the following bureaus: the Bureau of Operational Services, five (5) Sergeant positions; the Bureau of Investigative Services, one (1) Sergeant position; the Bureau of Technical Services, three (3) Sergeant positions; the Bureau of Staff Services, one (1) Sergeant position; and the Bureau of Administrative Services, one (1) Sergeant position.
5. Within the Internal Affairs Division, one (1) Sergeant position as the Administrative Sergeant for the Assistant Deputy Superintendent and three (3) Sergeant positions within the Department Advocate Section.

**MANAGERIAL POSITIONS:**

1. One (1) Sergeant position in the Random Drug Testing Unit.
2. Three (3) Sergeant positions within the Office of the Chief of Detectives Administration Unit.

**APPENDIX B  
NOTICE TO SUPERVISORS REGARDING  
PROGRESSIVE DISCIPLINE**

Supervisors, including Commanders, retain the flexibility, authority and discretion where circumstances warrant to issue reprimands to offending officers for infractions. Second or even repeated infractions of minor rules may, but do not always, require increased punishment (particularly including a loss of time or income) when a reprimand will suffice to achieve the goal of correcting improper behavior.


There is some belief that a progressive system of discipline requires enhanced penalties no matter how insignificant the infraction. This is not correct.

You are permitted and urged to use your judgment in determining the appropriate level of discipline. Officers in this Department are a valuable resource which should not be wasted or unduly restricted.

---

Garry F. McCarthy  
Superintendent of Police  
Chicago Police Department

Acknowledged:



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James Ade  
President  
Unit 156-Sergeants

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

**APPENDIX C**  
**EXPEDITED ARBITRATION RULES**

1. All just cause discipline cases brought under Article 8 of the Agreement which challenge disciplinary action involving a thirty- (30-) day suspension or less and/or grievances alleging violations of the seniority provisions in Article 20 or 23 or any other mutually agreed upon Article will be heard under this expedited procedure, unless designated by either party for a hearing under the full arbitration hearing procedure.

Whenever discipline cases are processed pursuant to these Expedited Arbitration Rules, the parties shall initially submit the cases to a Summary Opinion Process, and the Arbitrator designated by the parties for the process shall issue a Summary Opinion for each case submitted. The Summary Opinion shall not be binding on the Department, Unit 156-Sergeants or the Sergeants involved.

2. Cases subject to the expedited procedure will be heard in as close to chronological order as possible, according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.

3. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.

4. Five (5) or six (6) Arbitrators constituting an expedited panel will be selected from the existing panel. The expedited panel will be reviewed every six (6) months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.

5. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two (2) or three (3) consecutive hearing days. The parties will attempt to rotate the scheduling equitably among all Arbitrators on the expedited panel, subject to their availability.

6. The parties will attempt to schedule at least two (2) hearings per day before the Arbitrator. Any case not completed at the end of the particular block of hearing days will be the first case heard by the same Arbitrator on his/her next scheduled date.

7. Arbitrators will receive all grievance documents and relevant documents from the Complaint Register file at least one (1) week prior to the hearing at the discretion of the Arbitrator.

8. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay.

9. The expenses of witnesses for either side shall be paid by the party producing such witnesses.

10. Hearings will be scheduled alternately at Employer and Unit 156-Sergeants designated locations.

11. Each party will represent itself at the hearing and may designate any representative who is not an attorney.

12. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.

13. The Arbitrator may require witnesses to testify under oath.

14. There shall be no stenographic record of the proceedings.

15. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.

16. The parties will not file post-hearing briefs. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing, except that any decisions rendered in the expedited proceedings under these rules may not be cited to the Arbitrator.

17. The Arbitrator will issue a short written decision no later than sixty (60) days after the completion of the last day of any scheduled block of hearings. His/her decision shall be based upon the record developed by the parties before and at the hearing, shall include a brief written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

**APPENDIX D  
DENTAL PLAN**

The Employer shall make dental coverage available to Sergeants covered under this Agreement and their eligible dependents. The cost of this coverage will be borne by the Employer, subject to applicable Sergeant co-insurance, deductibles and co-payments. Sergeants will have the option to choose between the Indemnity Plan or the PPO Plan. Under the Indemnity Plan, a participant can use the dentist of his/her choice for services. The PPO Plan requires a member to select a participating network dentist. All family members must use the same PPO dentist for their dental services. Orthodontia is available only in the PPO Plan. A list of current PPO dentists is available at the Benefits Management Office.

## APPENDIX E NETWORK CHANGES

No change, modification or alteration in the composition of the hospital network in effect at the time this Agreement is executed shall be made, except in compliance with the following:

1. Unit 156-Sergeants shall be notified in writing of the intent to change at least ninety (90) days prior to the proposed change where circumstances are within the Employer's control. In all other cases, the Employer will provide the maximum notice as is practicable under the circumstances.
2. The notice referred to shall, at the time the notice is given, provide sufficient information to explain the contemplated action and shall include, at a minimum, but shall not be limited to, the following:
  - a. The affected institutions.
  - b. The precise reasons the action is being contemplated.
  - c. The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility at the time the notice is given.
  - d. The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility during the preceding twelve (12) months.
3. The Employer shall meet within seven (7) calendar days of a request from Unit 156-Sergeants to discuss the proposed change, shall provide all additional relevant information which is reasonably available and shall be responsible for such notices to participants as may be reasonably demanded by Unit 156-Sergeants. In the event the parties are unable to resolve a dispute within seven (7) calendar days of the first meeting or such other time as may be mutually agreed upon, the dispute shall be submitted to arbitration pursuant to Section 9A.2, Step Three, within ten (10) days, and both parties shall cooperate to expedite the proceedings.

No change, modification or alteration covered by this Appendix shall be made or permitted for arbitrary or discriminatory reasons nor shall any change, modification or alteration result in the unavailability of quality health care services in a specific geographic area.



**APPENDIX F**  
**IN-NETWORK/OUT-OF-NETWORK CARE**

In-network co-insurance benefits shall be paid to eligible participants for the following out-of-network care or services:

1. Emergencies defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.
2. Care ordered by a physician which, after review by the utilization review vendor, is as follows:
  - a. Medically necessary; and
  - b. Only available at an out-of-network hospital, or the proposed treatment is performed so infrequently in the network that direction to an out-of-network hospital is medically appropriate; or
  - c. Available at a network hospital to which the patient cannot be safely transported (only until such time as the patient can be safely transferred to the network facility, arrangements for which should be initiated once the treatment plan has begun), provided the cost of the transfer shall be paid by the plan; or
  - d. Care rendered beyond a fifty- (50-) mile radius (from any network hospital) where a participant is domiciled or stationed.

This information is also contained in the Employee Benefit Handbook.

**APPENDIX G  
HEALTH CARE CONTRIBUTIONS FOR ACTIVE SERGEANTS**

Active Sergeants covered by this Agreement will contribute the following percentages of their base salaries from the appropriate salary schedule in Appendix N towards the cost of their health care:

Single Coverage: 1.2921%

Employee +1: 1.9854%

Family Coverage: 2.4765%

For example, contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE 1.2921%	EMPLOYEE +1 1.9854%	FAMILY 2.4765%
\$15,000.00	\$8.08	\$12.41	\$15.48
\$20,000.00	\$10.77	\$16.55	\$20.64
\$30,000.00	\$16.15	\$24.82	\$30.96
\$40,000.00	\$21.54	\$33.09	\$41.28
\$50,000.00	\$26.92	\$41.36	\$51.59
\$60,000.00	\$32.30	\$49.64	\$61.91
\$70,000.00	\$37.69	\$57.91	\$72.23
\$80,000.00	\$43.07	\$66.18	\$82.55
\$90,000.00+	\$48.45	\$74.45	\$92.87

**APPENDIX H  
PRESCRIPTION DRUGS**

The following are the co-payments for the lesser of a thirty- (30-) day supply or one hundred (100) units of the following prescription drugs:

<u>TYPE</u>	<u>Co-Payment</u>
Generic Tier 1	\$10.00
Formulary Tier 2	\$30.00
Non-Formulary Tier 3	\$45.00
Brand with Generic Equivalent	Generic Co-Payment Plus Cost Difference Between Brand and Generic

Co-payments for prescriptions obtained through the mail order plan for all health care plans are as follows:

1. Generic Tier 1: \$20.00 [per prescription with a ninety- (90-) day supply]
2. Brand Formulary Tier 2: \$60.00
3. Brand Non-Formulary Tier 3: Not Available
4. Brand with Generic Equivalent: Generic Co-Payment Plus Cost Difference Between Brand and Generic

**APPENDIX I  
CHEMICAL DEPENDENCY AND MENTAL HEALTH  
CO-INSURANCE AND LIMITS**

Courses of treatment for in-patient chemical dependency and mental health shall include the continuum of care used to treat a particular diagnosis. A new course of treatment will be considered when there is a thirty- (30-) day or longer period of time with no treatment or clinical supervision provided.

PPO In-Patient Care Co-Insurance:	Employer	Employee	
	In-Network	90%	10%
	Out-of-Network	60%	40%

**PPO Out-Patient Care:**

80% of \$100.00 Maximum Covered Expenses Per Session  
Limit of 7 Sessions Covered If Treatment Is Not Certified  
Maximum Covered Expenses Per Year: \$5000.00

**HMO Co-Payments for Mental Health or Substance Abuse Care:**

Effective January 1, 2006: \$15.00 Co-Payment  
Effective January 1, 2007: \$20.00 Co-Payment

**HMO Service Limitations:**

In-Patient Care: Maximum of 30 Days Per Year  
Out-Patient Care: Maximum of 30 Visits Per Year

It is understood that the first in-network treatment remains subject to the out-of-pocket maximum. All chemical dependency and mental health treatment, including out-patient, may be subject to utilization review and is subject to the following maximums: \$37,500.00 annual individual/\$250,000.00 individual lifetime/\$500,000.00 family. The maximum lifetime benefit provisions of the plan still shall apply.

All chemical dependency and mental health treatment is subject to review by the utilization review vendor. Additionally, to be considered under the chemical dependency and mental health benefit structure, a claim for benefits must include a primary DSM-III-R (Diagnostic and Statistical Manual of Mental Disorders-Third Edition-Revised) diagnosis (or a diagnosis under a subsequent revision).

## **APPENDIX J HIGH RISK PREGNANCY SCREENING PROGRAM**

In order to reduce the risk of a premature birth and the attendant health risks to the mother and child and to avoid the costs associated with the same, the Employer offers a high risk pregnancy screening program. The program is part of the medical advisor program.

Under the program, a pregnant employee, spouse or dependent is encouraged to notify the medical advisor during the first trimester of pregnancy. During the telephone interview, the nurse reviewers will collect information on the health status of the prospective mother and her medical history and conduct a health risk assessment to determine if she meets the criteria for a high risk pregnancy.

If the prospective mother does not meet the criteria, the medical advisor will offer educational materials on pregnancy and advise her that a medical advisor will be following up with a call in her second trimester of pregnancy. Further, the medical advisor will advise her that a medical advisor is available if she has any questions about her pregnancy. Subsequent follow-up will depend on the course of the pregnancy. As delivery approaches, the medical advisor will advise her about expected lengths of stay postpartum.

If the prospective mother meets the criteria for a high risk pregnancy, the medical advisor will contact her physician to discuss the risk factors and identify what steps, if any, are appropriate to reduce the risk of early delivery. A designee of the medical advisor will follow the case as appropriate. If home health or other services available under the plan are necessary, the medical advisor will approve the care plan and negotiate discounts for approved services. A designee of the medical advisor will be available as a resource to both the prospective mother and her physician.

**APPENDIX K**  
**PROCEDURES FOR INJURY ON DUTY AND RECURRENCE CLAIMS**

A Sergeant who has been certified as injured on duty shall be provided the current Medical Services Section referral list of available physicians who are members in good standing of the Workers' Choice Network or its successor and who are qualified to render appropriate medical care for the injury claimed in accordance with the parties' letter of understanding captioned "Medical Services Section Physician Referral List." The Sergeant will select a physician from the list provided by the Medical Services Section for evaluation and/or treatment. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant.

A Sergeant may only claim a recurrence of a certified injury on duty if that injury on duty occurred less than ten (10) years from the date of the recurrence claim, unless the Sergeant's injury on duty required surgery or medical treatment beyond any initial emergency room treatment for the injury on duty. A Sergeant who is able to claim a recurrence of an injury on duty under Appendix K will have his/her claim evaluated by the Medical Services Section. If the Medical Services Section finds the condition complained of is not a recurrence of an injury on duty, the Medical Services Section will provide the Sergeant with the current Medical Services Section referral list described above. The Sergeant will select a physician from the list provided by the Medical Services Section. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant for a relatedness opinion.

Should the Sergeant or the Medical Services Section not agree with the medical finding of the referral physician, either party may seek another opinion. The Sergeant will select another physician from the current Medical Services Section referral list of physicians described above. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant. Should that physician's opinion agree with the finding of the first referral physician, it will be binding on both the Sergeant and the Employer. Should that medical opinion disagree with the first opinion, the parties may accept the second opinion or seek a third opinion. The process for obtaining a third opinion shall follow the same procedure for the selection of the second opinion. The finding of the third physician agreeing with either of the previous opinions shall be binding on both the Sergeant and the Employer.

**APPENDIX L**  
**SUBROGATION LANGUAGE FOR CITY OF CHICAGO**

In the event the plan (the "Plan") provides benefits for injury, illness, medical care or other loss (the "Injury") to any person, the Plan is subrogated to all present and future rights of recovery that person, his/her parents, heirs, guardians, executors or other representatives (individually and collectively called the "Participant") may have arising out of the Injury. The Plan's subrogation rights include, without limitation, all rights of recovery a Participant has (1) against any person, insurance company or other entity that is in any way responsible for providing or does provide damages, compensation, indemnification or benefits for the Injury; (2) under any law or policy of insurance or accident benefit plan providing No Fault, Personal Injury Protection or financial responsibility insurance; (3) under uninsured or underinsured motorist insurance; (4) under motor vehicle medical reimbursement insurance; and (5) under specific risk or group accident and health coverage or insurance, including, without limitation, premises or homeowners medical reimbursement, athletic team, school or worker's compensation coverages or insurance.

Upon notice of an Injury claim, the Plan may assert a subrogation lien to the extent it has provided, or may be required to provide, Injury-related benefits. Notice of either the Plan's right of subrogation or the Plan's subrogation lien is sufficient to establish the Plan's rights of subrogation and entitlement to reimbursement from insurers, third parties or other persons or entities against which a Participant may have an Injury-related right of recovery. The Plan shall be entitled to intervene in or institute legal action when necessary to protect its subrogation or reimbursement rights.

The Participant and anyone acting on his/her behalf shall promptly provide the Plan or its authorized agents with information it deems appropriate to protect its right of subrogation and shall do nothing to prejudice that right and shall cooperate fully with the Plan in the enforcement of its subrogation rights. Reasonable attorney's fees and costs of the Participant's attorney shall be paid first from any recovery by or on behalf of a Participant and the amount of the Plan's subrogation claim shall be paid next from such recovery. Neither a Participant nor his/her attorney or other representative is authorized to accept subrogation or other Injury-related reimbursement payments on behalf of the Plan, to negotiate or compromise the Plan's subrogation claim or to release any right of recovery prior to the payment of the Plan's subrogation claim.

The Participant and all other parties to a recovery are required to contact the Plan to determine and arrange to pay the Plan's subrogation claim at or prior to the time an Injury-related payment or settlement is made to or for the benefit of the Participant. If the Participant obtains a payment or settlement from a party without the Plan's knowledge and agreement, the Plan shall be entitled to immediate reimbursement of its total subrogation claim from the Participant or any party providing any Injury-related payment. In the alternative, the Plan, in its sole discretion, may deny payment of benefits to or on behalf of the Participant for any otherwise covered claim incurred by the Participant until the amount of the unpaid coverage is equal to and offset by the unrecovered amount of the Plan's subrogation claim.

The Plan Administrator or its authorized agents are vested with full and final discretionary authority to construe subrogation and other Plan terms and to reduce or compromise the amount of the Plan's recoverable interest where, in the sole discretion of the Plan Administrator or its authorized agents, circumstances warrant such action. The Plan shall not be responsible for any litigation-related expenses or attorney fees incurred by or on behalf of a Participant in connection with an Injury claim, unless the Plan shall have specifically agreed, in writing, to pay such expenses or fees.

The payment of benefits to or on behalf of the Participant is contingent on both the Participant's full compliance with the Plan's provisions, including the subrogation provision, and when the Plan deems appropriate, the Participant's signing of a reimbursement agreement. However, the Participant's failure to sign this reimbursement agreement will not affect the Plan's subrogation rights or its right to assert a lien against any source of possible recovery and to collect the amount of its subrogation claim.



**APPENDIX M  
QUARTERLY DIFFERENTIAL FOR SERGEANTS (E-3)**

Effective Date (increase)	Payment	STEP 1 First 12 Months	STEP 2 After 12 Months	STEP 3 After 18 Months	STEP 4 After 30 Months	STEP 5 After 42 Months	STEP 6 After 54 Months	STEP 7 After 10 Years	STEP 8 After 15 Years	STEP 9 After 20 Years	STEP 10 After 25 Years
<b>07/01/2012</b> (2.00%)	Daily	\$9.26	\$11.22	\$11.67	\$11.86	\$12.44	\$12.97	\$13.88	\$15.07	\$16.26	\$18.22
	Monthly	\$277.68	\$336.68	\$350.24	\$355.88	\$373.09	\$38903	\$416.42	\$452.15	\$487.70	\$546.73
	Quarterly	\$833.04	\$1,010.04	\$1,050.72	\$1,067.65	\$1,119.28	\$1,167.08	\$1,249.27	\$5,425.80	\$1,463.09	\$1,640.18
	Annually	\$3,332.16	\$4,040.18	\$4,202.89	\$34,270.60	\$4,477.12	\$4,668.34	\$4,997.08	\$4,866.16	\$5,852.36	\$6,560.72
<b>01/01/2013</b> (2.00%)	Daily	\$9.44	\$11.45	\$11.91	\$12.10	\$12.69	\$13.23	\$14.16	\$15.37	\$16.58	\$18.59
	Monthly	\$283.23	\$343.41	\$357.24	\$363.00	\$380.56	\$396.81	\$424.75	\$461.19	\$497.45	\$557.66
	Quarterly	\$849.70	\$1,030.24	\$1,071.73	\$1,089.00	\$1,141.67	\$1,190.42	\$1,274.26	\$1,383.58	\$1,492.36	\$1,672.98
	Annually	\$3,398.80	\$4,120.96	\$4,286.92	\$4,356.00	\$4,566.68	\$4,761.68	\$5,097.04	\$5,534.32	\$5,969.44	\$6,691.92
<b>01/01/2014</b> (2.00%)	Daily	\$9.63	\$11.68	\$12.15	\$12.34	\$12.94	\$13.49	\$14.44	\$15.68	\$16.91	\$18.96
	Monthly	\$288.90	\$350.28	\$364.39	\$370.26	\$388.17	\$404.74	\$433.25	\$470.42	\$507.40	\$568.91
	Quarterly	\$866.69	\$1,050.85	\$1,093.17	\$1,110.78	\$1,164.50	\$1,214.23	\$1,299.74	\$1,411.25	\$1,522.20	\$1,706.44
	Annually	\$3,466.76	\$4,203.40	\$4,372.68	\$4,443.12	\$4,658.00	\$4,856.92	\$5,198.96	\$5,645.00	\$6,088.80	\$6,825.76
<b>01/01/2015</b> (1.00%)	Daily	\$9.73	\$11.79	\$12.27	\$12.47	\$13.07	\$13.63	\$14.59	\$15.84	\$17.08	\$19.15
	Monthly	\$291.79	\$353.78	\$368.03	\$373.96	\$392.05	\$408.79	\$437.58	\$475.12	\$512.47	\$574.50
	Quarterly	\$875.36	\$1,061.35	\$1,104.10	\$1,121.89	\$1,176.15	\$1,226.37	\$1,312.74	\$1,425.37	\$1,537.42	\$1,723.50
	Annually	\$3,501.44	\$4,245.40	\$4,416.40	\$4,487.56	\$4,704.60	\$4,905.48	\$5,250.96	\$5,701.48	\$6,149.68	\$6,894.00
<b>01/01/2016</b> (1.00%)	Daily	\$9.82	\$11.91	\$12.39	\$12.59	\$13.20	\$13.76	\$14.73	\$16.00	\$17.25	\$19.34
	Monthly	\$294.70	\$357.32	\$371.71	\$377.70	\$395.97	\$412.88	\$441.96	\$479.87	\$517.60	\$580.25
	Quarterly	\$884.11	\$1,071.97	\$1,115.14	\$1,133.10	\$1,187.91	\$1,238.64	\$1,325.87	\$1,439.62	\$1,552.80	\$1,740.74
	Annually	\$3,536.44	\$4,287.88	\$4,460.56	\$4,532.40	\$4,751.64	\$4,954.56	\$5,303.48	\$5,758.48	\$6,211.20	\$6,962.96

**Quarterly Differential for Sergeants on Step 11 Prior to January 1, 2006**

Step 11 was eliminated from the salary schedule effective January 1, 2006, and no Sergeants have advanced to Step 11 following December 31, 2005. Sergeants on Step 11 prior to January 1, 2006 shall, however, continue to receive the following quarterly differential:

Effective Date (increase)	Payment	STEP 11	
		After 30 Years (Prior to 01/01/2006)	
07/01/2012 (2.00%)	Daily	\$18.53	
	Monthly	\$555.76	
	Quarterly	\$1,667.27	
	Annually	\$6,669.08	
01/01/2013 (2.00%)	Daily	\$18.90	
	Monthly	\$566.87	
	Quarterly	\$1,700.61	
	Annually	\$6,802.44	
01/01/2014 (2.00%)	Daily	\$19.27	
	Monthly	\$578.21	
	Quarterly	\$1,734.62	
	Annually	\$6,938.48	
01/01/2015 (1.00%)	Daily	\$19.47	
	Monthly	\$583.99	
	Quarterly	\$1,751.97	
	Annually	\$7,007.88	
01/01/2016 (1.00%)	Daily	\$19.66	
	Monthly	\$589.83	
	Quarterly	\$1,769.49	
	Annually	\$7,077.96	

**APPENDIX N  
SALARY SCHEDULE FOR SERGEANTS (E-3)**

Effective Date (increase)	Payment	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
		First 12 Months	After 12 Months	After 18 Months	After 30 Months	After 42 Months	After 54 Months	After 10 Years	After 15 Years	After 20 Years	After 25 Years
07/01/2012 (2.00%)	Annual	\$72,486	\$76,080	\$79,956	\$84,018	\$88,140	\$92,514	\$95,580	\$98,580	\$101,754	\$105,036
	Monthly	\$6,040.50	\$6,340.00	\$6,663.00	\$7,001.50	\$7,345.00	\$7,709.50	\$7,965.00	\$8,215.00	\$8,479.50	\$8,753.00
01/01/2013 (2.00%)	Annual	\$73,938	\$77,604	\$81,558	\$85,698	\$89,904	\$94,362	\$97,494	\$100,554	\$103,788	\$107,136
	Monthly	\$6,161.50	\$6,467.00	\$6,796.50	\$7,141.50	\$7,492.00	\$7,863.50	\$8,124.50	\$8,379.50	\$8,694.00	\$8,928.00
01/01/2014 (2.00%)	Annual	\$75,414	\$79,158	\$83,190	\$87,414	\$91,704	\$96,252	\$99,444	\$102,564	\$105,864	\$109,278
	Monthly	\$6,284.50	\$6,596.50	\$6,932.50	\$7,284.50	\$7,642.00	\$8,021.00	\$8,287.00	\$8,547.00	\$8,822.00	\$9,106.50
01/01/2015 (1.00%)	Annual	\$76,170	\$79,950	\$84,024	\$88,290	\$92,622	\$97,212	\$100,440	\$103,590	\$106,920	\$110,370
	Monthly	\$6,347.50	\$6,662.50	\$7,002.00	\$7,357.50	\$7,718.50	\$8,101.00	\$8,370.00	\$8,632.50	\$8,910.00	\$9,197.50
01/01/2016 (1.00%)	Annual	\$76,932	\$80,748	\$84,864	\$89,172	\$93,546	\$98,184	\$101,442	\$104,628	\$107,988	\$111,474
	Monthly	\$6,411.00	\$6,729.00	\$7,072.00	\$7,431.00	\$7,795.50	\$8,182.00	\$8,453.50	\$8,719.00	\$8,999.00	\$9,289.50

**Salary Schedule for Sergeants on Step 11 Prior to January 1, 2006**

Step 11 was eliminated from the salary schedule effective January 1, 2006, and no Sergeants have advanced to Step 11 following December 31, 2005. Sergeants on Step 11 prior to January 1, 2006 shall, however, continue to receive the following base salary:

Effective Date (increase)	Payment	STEP 11
		After 30 Years (Prior to 01/01/2006)
07/01/2012 (2.00%)	Annual	\$108,192
	Monthly	\$9,016.00
01/01/2013 (2.00%)	Annual	\$110,358
	Monthly	\$9,196.50
01/01/2014 (2.00%)	Annual	\$112,566
	Monthly	\$9,380.50
01/01/2015 (1.00%)	Annual	\$113,694
	Monthly	\$9,474.50
01/01/2016 (1.00%)	Annual	\$114,828
	Monthly	\$9,569.00

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF CHICAGO  
AND THE  
POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS,  
UNIT 156-SERGEANTS,  
REGARDING  
DRUG AND ALCOHOL TESTING**

A. The Department's existing policies and orders regarding random drug testing shall be revised to include the following components:

1. Testing for the presence of alcohol while on duty.
  - a. Officers selected for random drug testing shall also be tested for alcohol.
  - b. Upon notification to submit to random testing, Officers shall continue to report to the Random Drug Testing Unit.
  - c. The Department may use urine specimens to test for the presence of both drugs specified in this agreement and alcohol. The Department may also test for alcohol using a breath alcohol test administered by a qualified tester using a certified and calibrated Breathalyzer.
  - d. The initial and confirmatory test levels for a positive presence of alcohol shall be a breath alcohol level of .021 or its urine concentration equivalent, unless a different standard is required by paragraph (e) below.
  - e. If the test reveals a breath alcohol level of .021 through .039 or their urine concentration equivalents, the Officer shall be relieved from duty without compensation until the next duty day and shall submit to drug and alcohol testing prior to his/her return to duty. If the return-to-duty test reveals an alcohol level of .00, the Officer may return to duty and shall not be subject to discipline based on the initial test result; however, during the six- (6-) month period following the date of the initial test, the Officer will be selected for random drug and alcohol testing from an eligibility pool consisting of similarly situated Officers. If the return-to-duty test or any test administered within the six- (6-) month period described above reveals any presence of alcohol, the Officer shall be relieved from duty without compensation until ordered to return to duty, and the Random Drug Testing Unit will refer the matter to the Internal Affairs Division.

If the test reveals a breath alcohol level equal to or greater than .04 or its urine concentration equivalent, the Officer shall be relieved

from duty without compensation until ordered to return to duty, and the Random Drug Testing Unit will refer the matter to the Internal Affairs Division. In the event discipline is recommended, the Internal Affairs Division shall consider whether to agree to hold the discipline in abeyance in exchange for the Officer's agreement to participate in a rehabilitation program, remain drug and alcohol free for a defined period and comply with other appropriate terms and conditions (i.e., a "last chance" agreement).

An Officer who is relieved from duty without compensation in accordance with this subsection may utilize accrued elective time during the unpaid period of absence.

f. The above changes shall be implemented effective January 1, 2011.

2. Bidders and/or applicants for assignments in the Narcotics Section, Gang Enforcement Section, Gang Investigation Section and Vice Control Section in the Organized Crime Division and the Intelligence Section in the Counterterrorism and Intelligence Division shall be required to submit to a drug and alcohol test prior to appointment. Thereafter, all Officers assigned to these Units shall be selected for random drug and alcohol testing from an eligibility pool consisting solely of Officers assigned to such Units.

B. The procedures applicable to drug testing conducted by the Department, regardless of whether the basis for the testing is random, for cause or any other basis, shall be amended to include the following:

1. Ecstasy (MDA/MDMA) and steroids shall be added to the panel of substances for which the Department tests, and Methaqualone shall be

removed from such panel. The current panel shall thus be modified as follows:

SUBSTANCE	INITIAL TEST LEVEL (ng/mL)	CONFIRMATORY TEST LEVEL (ng/mL)
Anabolic Steroids	Any Presence	Any Presence
Amphetamines	1000	500
Barbiturates	300	200
Benzodiazepines	300	200
Cocaine Metabolites	300	150
Marijuana Metabolites	50	15
MDA/MDMA	250	200
Methadone	300	200
Opiates	2000	2000
Phencyclidine	25	25
Propoxyphene	300	200

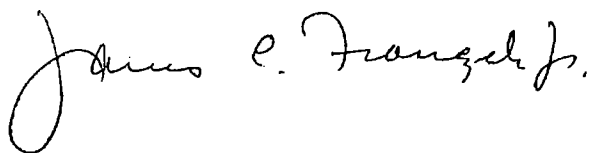
2. Initial and confirmatory test levels will be consistent with the federal regulations promulgated by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA") for those substances covered by such regulations.
3. During the term of this Agreement, the Department may add or remove additional substances to the panel referred to above when it has reasonable grounds for such addition or removal (such as when new drugs are developed or changes occur in patterns of consumption of dangerous or illegal drugs), provided that it shall provide Unit 156-Sergeants with thirty (30) days' advance written notice and, upon request, meet with Unit 156-Sergeants to negotiate the addition or removal of a substance to or from the panel. If the parties are unable to agree on the addition or removal of a substance from the panel, the dispute shall be resolved through the binding grievance arbitration procedure set forth in Article 9. The sole issue before the arbitrator shall be whether the Department has a reasonable basis for adding or removing the substance to or from the panel and for the initial and confirmatory test levels.
4. If a test reveals a positive presence of a substance on the above panel or the abuse of prescription drugs, the Random Drug Testing Unit will continue to refer the matter to the Internal Affairs Division.

C. Effective upon ratification, in any instance where an Officer discharges his/her weapon, whether on or off duty, the Officer shall submit to drug and alcohol testing at the direction of the Internal Affairs Division or any superior authority. If the Officer has discharged his/her weapon off duty and the test reveals the presence of alcohol, the Department shall not

discipline the Officer based solely on the results of the alcohol test when the Officer's actions are consistent with the Department's use of force guidelines.

D. The Department's existing policies and orders regarding drug and alcohol use shall be amended to state that an Officer is prohibited from consuming alcohol within the four-(4-) hour period preceding the start of a previously scheduled shift or after receiving notice to report for duty. Alleged violations of this rule cannot result in discipline unless a test conducted pursuant to the testing procedures is positive.

E. The Department will continue to conduct its drug and alcohol testing program in accordance with the regulations promulgated by the Illinois State Police set forth in Title 20, Part 1286, of the Illinois Administrative Code.



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James C. Franczek, Jr.  
On Behalf of the City of Chicago

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Sean M. Smoot  
On Behalf of Unit 156-Sergeants


Dated: April 30, 2010



**MEMORANDUM OF UNDERSTANDING REGARDING  
DISTRICT BID PROCEDURES**

1. The parties to this Agreement recognize that the current method of filling vacancies in District Law Enforcement (DLE) did not operate in a manner which was satisfactory to Unit 156-Sergeants, its members or the Employer.
2. In order to remedy that situation, the parties have developed and put into place a new bidding process which will commence on the effective date of this Agreement.
3. There will be 12 District Bid positions in each of the Department's Districts. These positions will be filled by seniority bidding. These positions will be phased in on a quarterly schedule throughout 2014 and the first quarter of 2015.
4. Vacancies will be posted for bid four times a year (second, fifth, eighth, and eleventh period). The posting of District bid vacancies will be on the first Friday of each of these periods. Posting will be on the MLAS website and on the C.L.E.A.R. Administrative Message Center.
5. The most senior (time in rank) full duty bidder shall be the successful bidder. Sergeants currently holding District bid positions will not have to rebid for those positions. Sergeants assigned to a District who do not hold a District bid position may bid on any vacancy in that District. Sergeants in one District may bid for a vacancy in any other District.
6. The movement of Sergeants between Districts as a result of this bidding process may result in an imbalance of Sergeants in the various Districts. The Employer may correct this imbalance by using reverse seniority from among the Sergeants in that District not holding a District bid position. For example, after the District bidding process has been completed, if there is a surplus of Sergeants in one District and fewer Sergeants in another District, the selection of the Sergeant who is to be transferred shall be determined by reverse seniority from among the Sergeants in the District with the surplus who do not hold a District bid position.

\_\_\_\_\_  
**Commander Donald J. O'Neill**  
**Management and Labor Affairs Section**  
**Date:** \_\_\_\_\_

  
\_\_\_\_\_  
**James Ade**  
**President Unit 156-Sergeants**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF CHICAGO  
AND THE  
POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS,  
UNIT 156-SERGEANTS,  
REGARDING  
RETIREE HEALTH CARE BENEFITS**

The parties agree that the health care benefit provided to Sergeants who retire on or after age sixty (60) pursuant to Article 12 of the parties' collective bargaining agreement effective July 1, 2012 through June 30, 2016 (the Agreement) shall be extended to Sergeants who retire on or after age fifty-five (55), subject to the following terms and conditions:

**A. Health Care Benefits Upon Retirement**

**1. Sergeants Who Retire on or After Age Sixty (60)**

Sergeants who retire on or after age sixty (60) shall continue to receive the health care benefit set forth in Article 12 of the Agreement, but shall have their final compensation paid in accordance with Section (B).

**2. Sergeants Who Retire on or After Age Fifty-Five (55) and Before Age Sixty (60)**

Sergeants who retire on or after age fifty-five (55) and before age sixty (60) shall be eligible for the health care benefit set forth in Article 12 of the Agreement, provided that they file for retirement in accordance with the following schedule:

For calendar year 2012, the schedule shall be a filing deadline of October 1 with effective dates of retirement of November 1 through December 31. For calendar year 2013, the schedule shall be a filing deadline of October 21, 2013, with effective dates of retirement of November 1 through December 31. Effective calendar year 2014, the effective date of retirement shall be between May 1 through December 31, provided the Sergeant files for retirement at least thirty (30) days prior to the effective date of retirement.

Effective for retirements occurring on or after the date of ratification of this Agreement, Sergeants who retire on or after age fifty-five (55) and before age sixty (60) and who elect to participate in this benefit shall contribute two percent (2%) of their annuity then being received pursuant to the provisions of the Policemen's Annuity and Benefit Fund Act of the Illinois Pension Code (40 ILCS 5/5-101 et seq.). Such Sergeants shall continue to contribute this percentage contribution for as long as they receive the health care benefit set forth in Article 12 of this Agreement.

**B. Payment of Final Compensation Upon Retirement**

**1. Legally Required Final Compensation**

Upon retirement, the Employer shall pay to each eligible Sergeant or his/her estate if necessary any compensation owed to such Sergeant in the form of wages earned, unused compensatory time granted pursuant to the federal Fair Labor Standards Act (FLSA), unused elective time provided by the Agreement (e.g., furlough days, Baby Furlough Days and personal days) and any other final compensation that may be legally owed to such Sergeant. Any wage increases that are implemented during the term of the Agreement and that are effective prior to the Sergeant's date of retirement shall be applied retroactively to his/her legally required final compensation paid pursuant to this subsection.

**2. Non-FLSA Compensatory Time**

Upon retirement, the Employer shall calculate the value of each Sergeant's accumulated non-FLSA compensatory time (if any) based on the Sergeant's rate of pay in effect at the time of retirement. As part of the Sergeant's legally required final compensation, the Employer will then pay to the Sergeant or his/her estate the value of his/her non-FLSA compensatory time up to yet not exceeding \$20,000.00. Any wage increases that are implemented during the term of the Agreement and that are effective prior to the Sergeant's date of retirement shall be applied retroactively to his/her legally required final compensation paid pursuant to this subsection.

On or before March 1 of the first calendar year following the date of the Sergeant's retirement, the Employer shall pay to the Sergeant or his/her estate the value of his/her remaining non-FLSA compensatory time up to yet not exceeding \$15,000.00. If a remainder exists, the Employer shall also pay to the Sergeant or his/her estate one-third of the value of the remainder.

On or before March 1 of the second calendar year following the date of the Sergeant's retirement, the Employer shall pay to the Sergeant or his/her estate the value of his/her remaining non-FLSA compensatory time up to yet not exceeding \$15,000.00. If a remainder exists, the Employer shall also pay to the Sergeant or his/her estate one-half of the value of the remainder.

On or before March 1 of the third calendar year following the date of the Sergeant's retirement, the Employer shall pay to the Sergeant or his/her estate the value of any and all remaining non-FLSA compensatory time.

**C. Term of Memorandum of Understanding**

The terms and conditions of this memorandum of understanding shall be subject to renegotiation by the parties beginning on or after June 30, 2016 as part of the collective bargaining negotiations for a successor collective bargaining agreement.

*James C. Franczek, Jr.*

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James C. Franczek, Jr.  
On Behalf of the City of Chicago

*James Ade*

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James Ade  
On Behalf of Unit 156-Sergeants

Dated: September 20, 2013



**FRANCZEK RADELET**

Attorneys and Counselors

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jcjr@franczek.com

May 11, 2010

**BY ELECTRONIC MAIL**

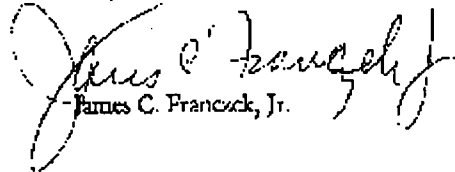
Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Physical Fitness Incentive**

Dear Mr. Smoot:

Pursuant to your request, this letter confirms the City of Chicago's agreement to increase the amount of the annual physical fitness incentive consistent with the award issued *In the Matter of the Arbitration Between the City of Chicago and Fraternal Order of Police, Chicago Lodge No. 7 (Brenn, April 16, 2010)* for Sergeants represented by the Policemen's Benevolent & Protective Association of Illinois, Unit 156A-Sergeants. Accordingly, effective upon the ratification of a successor agreement, the amount of the physical fitness incentive shall be increased from \$250.00 to \$350.00.

Very truly yours,



James C. Franczek, Jr.

JCF:ps

cc: Mr. David A. Johnson (by electronic mail)  
Commander Donald J. O'Neill (by electronic mail)

443450.1



# FRANCZEK RADELET

*Attorneys and Counselors*

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606  
Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Audio Recording of Statements Made by Non-Department Members During Disciplinary Investigations**

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations regarding the issue of audio recording statements made by non-Department members during disciplinary investigations.

Throughout these negotiations, the parties devoted considerable time to discussing the legality and practicality of a policy requiring non-Department members to submit to audio recording and the impact such policy may have on the credibility and integrity of the investigative process. During these discussions, Unit 156-Sergeants articulated legitimate and reasonable concerns regarding the consequences of a non-Department member's refusal to consent to audio recording, including the distinctions between audio-recorded and written statements and how such distinctions if present may influence the investigation.

Our dialogue was also informed by the testimony of the Chief Administrator of the Independent Police Review Authority ("IPRA") and the Chief of the Internal Affairs Division ("IAD") on two separate occasions. This testimony confirmed IPRA's and IAD's unyielding commitment to obtaining audio-recorded statements from non-Department members within the confines of the law. Moreover, the Chief Administrator of IPRA and the Chief of IAD invited Unit 156-Sergeants to review the protocols, procedures and training materials for audio recording non-Department members as they are developed and submit recommendations as may be appropriate. This letter affirms such invitation and the Employer's commitment to collaborate with Unit 156-Sergeants as these policies are implemented.



# FRANCZEK RADELET

*Attorneys and Counselors*

Mr. Sean M. Smoot

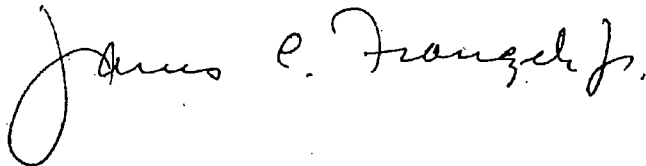
April 30, 2010

Page 2

Finally, the parties agree that IPRA and IAD should strive to obtain an audio recording consent rate for non-Department members of at least seventy-five percent during the initial phase of the program. To this end, IPRA and IAD shall specifically request that each non-Department member who is interviewed during an investigation consent to the audio recording of his/her statement and shall document such request and the non-Department member's response to such request either in writing or through audio recording. Within six months of the implementation of audio recording for Department members, the Employer, the Chief Administrator of IPRA and the Chief of IAD agree to meet with Unit 156-Sergeants upon request to discuss the consent rate for non-Department members with respect to audio recording, methods for increasing the consent rate if necessary, the synthesis of audio-recorded and written statements during investigations and other relevant and pertinent issues.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,



James C. Franczek, Jr.

AGREED:

---

Sean M. Smoot



# FRANCZEK RADELET

*Attorneys and Counselors*

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April 30, 2010

Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Sergeant's Right To Edit and Correct Statements Made During Disciplinary Investigations**

Dear Mr. Smoot:

This letter confirms the parties' discussions during negotiations regarding a Sergeant's right to edit and correct copies of statements made during disciplinary investigations after they are distributed pursuant to Sections 6.1(J) and 6.2(D) of the Agreement. Specifically, the parties agree that the amendments to Sections 6.1 and 6.2 regarding the method of recording statements do not modify the current policy or practice governing the editing and correcting of statements. Moreover, in light of the parties' agreement to allow statements to be recorded audio electronically, the parties recognize that this policy or practice may need to be modified to accommodate the new method of recording and that such modifications will only become effective upon the written consent of Unit 156-Sergeants.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

---

Sean M. Smoot





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*Attorneys and Counselors*

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April 30, 2010

Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Implementation of CLEAR Grievance Management System**

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations with respect to Section 9.2 of the Agreement and the forthcoming implementation of the Citizen and Law Enforcement Analysis and Reporting System ("CLEAR") grievance management system. Specifically, the parties agree that the Department will not implement the CLEAR grievance management system until Unit 156-Sergeants has been provided the opportunity to review the system and submit recommendations to the Department regarding such system. The current grievance and arbitration procedure will remain in effect until the obligations set forth in this letter are satisfied and until Unit 156-Sergeants has the technological capability to access CLEAR remotely from its office.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

---

Sean M. Smoot



# FRANCZEK RADELET

*Attorneys and Counselors*

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April 30, 2010

Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Expansion of Flexible Spending Account ("FSA") Plan To Include Dependent Care Benefit**

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations with respect to Article 12 of the Agreement and the anticipated expansion of the Flexible Spending Account ("FSA") plan to cover qualified unreimbursed dependent care benefits. The Chicago Labor-Management Trust—of which Unit 156-Sergeants has committed to becoming a signatory member—formally adopted this initiative as a project directive during the Board of Trustees meeting on May 9, 2008 and is currently researching and developing recommendations regarding such initiative. Consequently, the inclusion of any such benefit in the Agreement would be premature. The Employer reiterates, however, its firm commitment to pursue this initiative through the Trust and anticipates that this benefit may soon be available to employees. In the event that this benefit is not implemented as contemplated, the Employer agrees to meet with Unit 156-Sergeants upon request to evaluate the alternatives that may be available.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

---

Sean M. Smoot



# FRANCZEK RADELET

*Attorneys and Counselors*

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606

Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Implementation of CLEAR Bidding System**

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations with respect to Article 32 of the Agreement and the forthcoming implementation of the Citizen and Law Enforcement Analysis and Reporting System ("CLEAR") bidding system. Specifically, the parties agree that the Department will not implement the CLEAR bidding system until Unit 156-Sergeants has been provided the opportunity to review the system and submit recommendations to the Department regarding such system. The current bidding procedure will remain in effect until the obligations set forth in this letter are satisfied and until Unit 156-Sergeants has the technological capability to access CLEAR remotely from its office.

This letter is subject to the grievance and arbitration procedure established in Article 9 of this Agreement.

Very truly yours,

James C. Franczek, Jr.

AGREED:

---

Sean M. Smoot



# FRANCZEK RADELET

*Attorneys and Counselors*

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Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

April 30, 2010

Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Medical Services Section Physician Referral List**

Dear Mr. Smoot:

This letter confirms our agreement with respect to the list of approximately eight hundred (800) referral physicians maintained by the Department's Medical Services Section. A Sergeant seeking a referral for an injury on duty will be allowed to select any physician on this referral list within the specialty appropriate to the treatment of the Sergeant's injury. The Department reserves the right both to add physicians to the referral list and remove physicians from such list. The Department agrees that physicians will not be removed from the referral list for arbitrary or capricious reasons. The Department agrees to meet with designated representatives of Unit 156-Sergeants on a quarterly basis for the purpose of discussing the composition of the referral list, including suggestions for the expansion of the referral list and the bases for removals from such list.

Very truly yours,

James C. Franczek, Jr.

AGREED:

---

Sean M. Smoot



# FRANCZEK RADELET

*Attorneys and Counselors*

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April 30, 2010

Mr. Sean M. Smoot  
Director & Chief Legal Counsel  
Policemen's Benevolent & Protective  
Association of Illinois  
435 West Washington Street  
Springfield, Illinois 62702

**Re: Resignations and Retirements While Under Investigation**

Dear Mr. Smoot:

This letter confirms the Employer's representations during negotiations regarding the credentials to be afforded to a Sergeant who resigns or retires from the Department while the subject of an ongoing Complaint Register investigation.

In accordance with current policy, the Superintendent has the discretion to decide whether the Sergeant's personnel file should state that the Sergeant resigned or retired "while under investigation" based on the totality of the circumstances surrounding the investigation, including, but not limited to, the likelihood that the investigation will result in a sustained finding accompanied by a recommendation for a substantial disciplinary penalty, the possibility that the investigation may result in the decertification of a Sergeant as a peace officer and/or the extent to which the Sergeant has cooperated in the investigation both before and after his/her separation from employment. This same standard also governs whether the Sergeant will receive full retirement credentials or any other post-employment honorary benefits and emoluments.

In the event that Unit 156-Sergeants or the Sergeant disagrees with the Superintendent's decision, either party may file a grievance pursuant to Section 9.2 of the Agreement or submit the grievance to mediation, but the grievance shall not be subject to arbitration.

Very truly yours,

James C. Franczek, Jr.

AGREED:

---

Sean M. Smoot



# FRANCZEK RADELET

*Attorneys and Counselors*

300 South Wacker Drive | Suite 3400 | Chicago, IL 60606

Phone 312.986.0300 | Fax 312.986.9192 | franczek.com

September 20, 2013

Thomas J. Pleines, Esq.  
Law Offices of Robert Kuzas  
222 N. LaSalle Street, Suite 200  
Chicago, IL 60601

**Re: Hours and Overtime**

Dear Tom:

This will confirm the discussions and agreements reached during negotiations relating to the subject of compensation for overtime and work schedules. The parties understand and agree as follows:

The normal work day shall mean the regular tour of duty of eight (8), eight and one-half (8.5), or ten (10) hours, exclusive of the one-half hour lunch period, depending on the Sergeant's applicable work schedule.

The overtime rate in excess of 171 in a 28-day period (the FLSA rate) shall be calculated to include, in addition, to the base salary, the value of quarterly payments, duty availability pay and the forty-five (45) minutes per day (referred to as "rank credit" in the contract).

In the event the employer agrees to provide or authorizes the use of the FLSA rate or any higher rate to calculate overtime or related benefits for hours of 170 or less for a 28-day work period with any other bargaining unit, such calculation shall be made applicable to the Sergeants' unit and Lieutenants' Unit of Unit 156.

Please indicate your acknowledgment and agreement in the space provided below.

Very truly yours,

James C. Franczek, Jr.

AGREED:

---

Thomas J. Pleines, Esq.

April 30, 2010



City of Chicago  
Richard M. Daley, Mayor  
Department of Law  
Tara S. Geoghegan  
Corporation Counsel  
Labor Division  
Suite 1900  
3 North LaSalle Street  
Chicago, Illinois 60602  
(312) 744-3100  
(312) 744-9029 (FAX)  
(312) 744-3131 (TTY)  
<http://www.cityofchicago.org>

Marvin Gittler  
Asher, Gittler, Greenfield & D'Alia, Ltd.  
200 West Jackson Blvd.  
Suite 1900  
Chicago, IL 60606

Re: PBPA and City of Chicago  
- Legal Representation and Indemnification  
Issues/Mandatory Drug and Alcohol  
Testing

Dear Mr. Gittler:

This will confirm our discussions relative to the impact on an Officer's entitlement to legal representation and indemnification pursuant to Article 22 of the collective bargaining agreement(s) as a consequence of the parties' agreement to provide for mandatory drug and alcohol testing in any instance where the Officer discharges his/her weapon, on or off duty. Specifically, on behalf of the Union(s), you inquired regarding the approach the Law Department would follow in determining whether to provide legal representation in a case where an Officer, while off duty, discharged his weapon and who thereafter tested positive for alcohol in the contractually mandated drug and alcohol test.

On behalf of the City, I advised you that we utilize a case-by-case approach. We first determine whether the civil lawsuit in which the Officer is a defendant results from or arises out of "the performance of duties." In the context of police employment and whether the challenged actions amounted to "performance of duties", the status of the Officer as on or off duty is not dispositive. Just as not every action taken while on duty constitutes the "performance of duties", so too, we acknowledge that an off duty officer may be in the "performance of duties" when he/she takes certain actions. This is a



position we have consistently maintained before arbitrators confronted with the question of an employee's entitlement to legal representation and/or indemnification. Some years ago Arbitrator Reynolds Scitz, construing language identical to that found in the FBPA labor agreements, held as follows regarding an off duty officer's entitlement to legal representation:

I am convinced that as regards the obligation to indemnify a police officer for actions taken while off duty, the all-important question is to determine if the facts indicate that he/she accepted a responsibility to respond to an existing situation. If that responsibility was accepted, I conclude that his act needs to be viewed as "arising out of the performance of duties."

FOP, Lodge 7 and City of Chicago (Robert and Jean Fromel), Scitz, 1987, p. 9.

If the circumstances demonstrate that the off duty Officer was in the performance of duties, we then determine whether the Officer was acting within the scope of his employment. Again, our approach consists of reviewing all relevant facts. That the alcohol test indicates a positive presence for alcohol, standing alone, does not necessarily mean the individual was outside the scope of his/her employment. Under the Workers' Compensation Act, for example, it has long been the case that intoxication, in and of itself, is insufficient to defeat recovery. M&M Packing Co. v. Industrial Commission, 55 Ill.2d 262 (1973). The Industrial Commission will look to the degree of intoxication, to determine whether the injury arose out of the drunken condition as opposed to his or duties as an employee. District 141, International Association of Machinists & Aerospace Workers v. Industrial Commission, 79 Ill.2d 544 (1980). We, too, will look to the extent of intoxication in making the scope of employment determination.

Please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

David A. Johnson  
Chief Labor Negotiator



---

FRANCZEK SULLIVAN P.C.  
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.  
312-786-6110  
jcf@franczek.com

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CHICAGO, ILLINOIS 60606  
PHONE 312-986-0300  
FAX 312-986-9192  
<http://www.franczek.com>

July 13, 2005

Sean Smoot, Esq.  
Policemen's Benevolent & Protective Association  
435 West Washington Street  
Springfield, Illinois 62702

**Re: City of Chicago and PBPA, Unit 156 Negotiations - Sworn Affidavits**

Dear Mr. Smoot:

This will confirm the representations made to the Union during negotiations for the 2003-2007 collective bargaining agreement, with respect to how the Department intends to operate under the proposed agreement dealing with sworn affidavits.

We have advised you that in those instances where an affidavit is necessary, the Department will make a good faith attempt to obtain an affidavit from the complainant within a reasonable time. When an affidavit cannot be obtained from a citizen complainant, the head of either IAD or OPS may sign an appropriate affidavit according to the following procedure. An "appropriate affidavit" in the case of the head of either OPS or IAD is an affidavit wherein the agency head states that he or she has reviewed objective verifiable evidence, specifies what evidence has been reviewed and in reliance on that evidence the agency head affirms that continued investigation is necessary. The types of evidence the agency head must review and may rely upon will be dependent upon the type of case, but may include arrest and case reports, medical records, statements of witnesses and complainants, video or audio tapes, and photographs. This list is illustrative only and is not to be considered exclusive or exhaustive.

In the case of a sustained finding that is subject to the parties' grievance procedure, the arbitrator has the authority to review whether the Department made a good faith effort to secure an affidavit from the complainant and whether the affidavit of the head of OPS or IAD was based upon objective evidence of the type specified above, in addition to the issues of just cause and the appropriateness of the penalty in determining whether to grant the grievance.

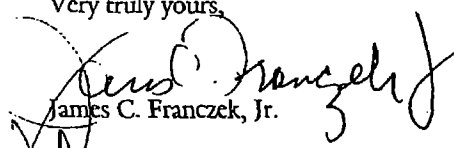
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FRANCZEK SULLIVAN P.C.  
ATTORNEYS AT LAW

Sean Smoot, Esq.  
July 13, 2005  
Page 2

If this letter accurately reflects your understanding and agreement regarding this issue, please sign where indicated and return a copy to me.

Very truly yours,

  
James C. Franczek, Jr.

Acknowledged and Agreed to this 13<sup>th</sup> day of July, 2005

  
Sean M. Smoot, Esq.  
Attorney, Policemen's Benevolent & Protective Association  
Unit 156 - Sergeants

274963.1

FRANCZEK SULLIVAN P.C.  
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.  
312-786-6110  
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FAX 312-986-9192  
<http://www.nlfpc.com>

April 9, 1999

Mr. Marvin Gittler  
Asher, Gittler, Greenfield,  
Cohen and D'Alba, Ltd.  
125 South Wacker Drive, Suite 1100  
Chicago, IL 60606

Re: Seniority - Holiday Assignment

Dear Marv:

This letter confirms our conversation and agreement during negotiations that the seniority provisions of Article 23.7 of the Sergeants Association agreement will not apply to a holiday falling within a Sergeant's authorized furlough extension. A Sergeant who has been authorized a furlough extension which includes a holiday will be given first priority for being off on that holiday.

If this letter comports with your understandings, please so indicate by signing below.

Very truly yours,

  
James C. Franczek, Jr.

  
\_\_\_\_\_  
Marvin Gittler

JCF:mp

111433.1

FRANCZEK SULLIVAN P.C.  
ATTORNEYS AT LAW

JAMES C. FRANCZEK, JR.  
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SIDE LETTER

March 15, 1999

Mr. Marvin Gittler  
Asher, Gittler, Greenfield,  
Cohen and D'Alba, Ltd.  
125 South Wacker Drive, Suite 1100  
Chicago, IL 60606

Re: Rank Credit and Quarterly Differential

Dear Marv:

This letter confirms our discussion that currently neither Section 20.10, Rank Credit, nor Section 26.2, Quarterly Differential, is applicable to any rank below Sergeant. As the City has advised you, it is our position that those two benefits should not be extended, and we have no plans to extend them, to any rank below Sergeant. However, in order to resolve this contract, and in an effort to allay any concerns that the Association might have (regardless of how remote those concerns might be), please regard this letter as an assurance that, should the City extend either of these benefits to any rank below Sergeant, we will re-open for negotiation, upon written notice from the Sergeants' Association, the collective bargaining agreement with regard to these two items.

Assuming that this letter comports with your understanding, please so indicate by signing below.

Very truly yours,

  
James C. Franczek, Jr.

AGREED:

  
Marvin Gittler

JCF:mp

109729

FRANCZEK SULLIVAN P.C.  
ATTORNEYS AT LAW

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March 15, 1999

LETTER OF AGREEMENT

Mr. Marvin Gittler  
Asher, Gittler, Greenfield,  
Cohen and D'Alba, Ltd.  
125 South Wacker Drive, Suite 1100  
Chicago, IL 60606

Re: Memorandum of Understanding  
One-Half Hour Lunch Period - PB&PA Unit 156-Sergeants

Dear Marv:


This will confirm the understanding of the parties with respect to the one-half hour lunch period referenced in the Memorandum of Understanding incorporated in the collective bargaining agreement between the parties. The parties agree and understand that this one-half hour period is normally an uncompensated lunch period. In the event that an officer works in excess of a given tour of duty because he has been required to perform work during a meal period, the officer may request overtime compensation in accordance with the terms of the contract. Such requests shall be initiated and processed according to the procedures set forth in the applicable directives governing all requests for overtime compensation.

Please indicate your agreement with this letter by signing on the line provided.

As always, we are appreciative of your kind courtesies.

Very truly yours,

  
James C. Franczek, Jr.

  
\_\_\_\_\_  
Marvin Gittler

JCF:mp

109730.1

FRANCZEK SULLIVAN P.C.  
ATTORNEYS AT LAW

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March 15, 1999

Mr. Marvin Gittler  
Asher, Gittler, Greenfield,  
Cohen and D'Alba, Ltd.  
125 South Wacker Drive, Suite 1100  
Chicago, IL 60606

**Re: Notification of Legal Action and Creation of Lien**

Dear Marv:

This letter confirms our understanding, as follows:

Whenever a Sergeant covered by this Agreement is absent from work on account of injury or illness and receives salary during such absence pursuant to the provisions of Article 18 (Disability Income), the Sergeant shall notify the Employer of the name and address of any attorneys the Sergeant retains for the purpose of prosecuting a claim on his behalf because of said injury or illness and, as a condition for receiving such salary, shall acknowledge on the Employer's form the creation of a lien in favor of the City of Chicago which shall attach to any recovery which the Sergeant has or may effect from the person or party whom it is claimed is responsible for the injury or illness in the full amount the City of Chicago has or may expend on the Sergeant's behalf for said salary. Said lien is in addition to any other lien the City may possess with respect to payment of medical and/or hospital expenses. Provided, the City agrees that the salary lien referred to above shall in no instance exceed 50% (fifty per cent) of the total amount of the judgment or settlement resulting from prosecution of the claim.

If the foregoing comports with your understanding, please so indicate by signing below.

Very truly yours,

  
James C. Franczek, Jr.

  
Marvin Gittler

JCF:mp

1097161

**FRANCZEK SULLIVAN P.C.**  
ATTORNEYS AT LAW

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<http://www.nlfpc.com>

March 15, 1999

Mr. Marvin Gittler  
Asher, Gittler, Greenfield,  
Cohen and D'Alba, Ltd.  
125 South Wacker Drive, Suite 1100  
Chicago, IL 60606

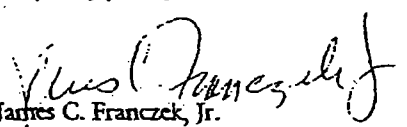
Re: Educational Reimbursement

Dear Marv:

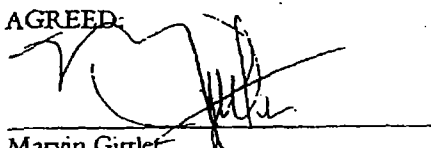
This letter confirms our conversation that, in connection with ARTICLE 24, Educational Reimbursement, "college or university" in Section A.4. has been applied under the FOP contract to mean a college or university accredited by the North Central Association of Colleges and Universities and is a college or university within the State of Illinois. We agreed that this is the interpretation which will be used under this provision for the Sergeants, Lieutenants and Captains. In the event that this interpretation is changed by agreement with the FOP or through arbitration with the FOP, any such change will also apply to Sergeants, Lieutenants and Captains.

Please indicate your agreement by signing below.

Very truly yours,

  
James C. Franczek, Jr.

AGREED:

  
Marvin Gittler

JCF:mp

109752 1

LAW OFFICES

ASHER, GITTLER, GREENFIELD, COHEN & D'ALBA, LTD.

SUITE 1100

125 SOUTH WACKER DRIVE  
CHICAGO, ILLINOIS 60606

TELEPHONE (312) 263-1500

FACSIMILE (312) 263-1520



March 15, 1999

James C. Franczek, Jr., Esq.  
Franczek Sullivan P.C.  
300 South Wacker Drive  
Suite 3400  
Chicago, IL 60606

Dear Mr. Franczek:

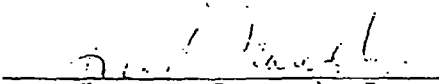
The City of Chicago acknowledges and agrees that the provisions and language of the contract article entitled "Accountability of Sergeants" shall not be used in any manner by the City of Chicago to file, institute, support or maintain any claim or cause of action or charge or petition in any forum, the purpose or object of which will be to revoke, modify or eliminate the certification of or to decertify or to raise a question concerning representation relating to PB&PA Unit 156 or any part or unit thereof. Further, neither the article nor its language is intended to support the proposition that the officers described in that article are statutory supervisors within the meaning of the IPELRA. Please acknowledge this understanding in the space provided below.

Very truly yours,

  
Marvin Gittler

Agreed to this 15 day of

March, 1999.

  
James C. Franczek, Jr.