



Office of the City Clerk

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Legislation Text

File #: O2014-1466, **Version:** 1

CHICAGO, APRIL 2, 2014

To the President and Members of the City Council:

Your Committee on Workforce Development and Audit, to which was referred (March 5, 2014) a Collective Bargaining Agreement with Unit 156 - Lieutenants, begs leave to recommend that your Honorable Body DO PASS the ordinance submitted herewith.

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

Respectfully submitted,

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

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 5, 2014

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

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with Unit 156 -Lieutenants.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

**AGREEMENT BETWEEN THE CITY OF
CHICAGO AND THE
POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS,
UNIT 156-LIEUTENANTS**

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-Lieutenants (hereinafter referred to as "Unit 156-Lieutenants").

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-Lieutenants, 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 Lieutenants 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.

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-Lieutenants as the sole and exclusive collective bargaining representative for all sworn police officers in the rank of Lieutenant (hereinafter referred to as "Lieutenant"), 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 Lieutenant who on the effective date of this Agreement is a member of Unit 156-Lieutenants and each Lieutenant who becomes a member after that date, shall, as a condition of employment, maintain membership in good standing in Unit 156-Lieutenants during the term of this Agreement.

B. Any present Lieutenant who is not a member of Unit 156-Lieutenants shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Unit 156-Lieutenants dues) of the cost of the collective bargaining process and contract administration. All Lieutenants who are promoted into Unit 156-Lieutenants 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 Lieutenant (i) who is covered by this Agreement or who was covered by this Agreement and is on a leave of absence from the Lieutenant 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-Lieutenants and the Employer, the Employer shall deduct from the wages of the Lieutenant or exempt member the dues and/or financial obligations uniformly required and shall forward the full amount to Unit 156-Lieutenants 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-Lieutenants. Authorization for such deductions shall be irrevocable, unless revoked by written notice to the Employer and Unit 156-Lieutenants 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 Lieutenants covered by this Agreement.

B. With respect to any Lieutenant 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 Lieutenant the fair share financial obligation (including any retroactive amount due and owing) and shall forward said amount to Unit 156-Lieutenants by the tenth day of the month following the month in which the deduction is made, subject only to the following:

1. Unit 156-Lieutenants has certified to the Employer that the affected Lieutenant has been delinquent in his/her obligation for at least sixty (60) days;
2. Unit 156-Lieutenants has certified to the Employer that the affected Lieutenant has been notified in writing of the obligation and the requirement of each provision of this Article; and
3. Unit 156-Lieutenants has certified to the Employer that the affected Lieutenant 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-Lieutenants or its designee for the purpose of being heard on said objections.

C. The provisions of this Section that apply to Lieutenants who are on leaves of absence from the Lieutenant 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-Lieutenants 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 Lieutenants are members, provided, however, that such Lieutenants 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 Lieutenants and Unit 156-Lieutenants.

Section 3.5 Unit 156-Lieutenants Presentation at Orientation

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

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 Lieutenants 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 Lieutenants;
- F. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve Lieutenants 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;

RL. 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 Lieutenants 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 LIEUTENANTS

Police Lieutenants, 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, Lieutenants 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-Lieutenants nor any Lieutenant will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or other concerted refusal to perform duties by any Lieutenant or Lieutenant 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-Lieutenants nor any Lieutenant 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-Lieutenants immediately shall disavow such action and request the Lieutenants to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Unit 156-Lieutenants, 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-Lieutenants to comply with the provisions of Section 5.2, any agent or official of Unit 156-Lieutenants who is a Lieutenant covered by this Agreement may be subject to the provisions of Section 5.4.

Section 5.4 Discipline of Strikers

Any Lieutenant who violates the provisions of Section 5.1 shall be subject to immediate discharge. Any action taken by the Employer against any Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, preferably while the Lieutenant is on duty, or, if feasible, during daylight hours.

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

C. Prior to an interrogation, the Lieutenant under investigation shall be informed of the identities of the person in charge of the investigation, the interrogation officer(s) and all persons present during the interrogation. When a formal statement is being taken, all questions directed to the Lieutenant under interrogation shall be asked by and through one interrogator at a time, provided that if a second interrogator participates in the interrogation, he or she shall be present for the entire interrogation.

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.

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E. No anonymous complaint made against a Lieutenant 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 Lieutenant under investigation, the Lieutenant 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 Lieutenant 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 Lieutenant under investigation will be provided with a copy of any and all statements the Lieutenant has made that are recorded either audio electronically or in writing within seventy-two (72) hours of the time the statement was made.

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

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

M. Prior to the imposition of discipline, the Lieutenant 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 Lieutenants under interrogation to provide audio-recorded statements, provided that the provisions in Section 6.1 are satisfied.

Section 6.2 Witness Statements in Disciplinary Investigations

When a Lieutenant 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 Lieutenant the interview shall be conducted in the following manner:

A. The interview of the Lieutenant shall be scheduled at a reasonable time, preferably while the Lieutenant 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 Lieutenant's Unit of assignment, the Independent Police Review Authority, the Internal Affairs Division or other appropriate location.

C. Prior to an interview, the Lieutenant being interviewed shall be informed of the identities of the person in charge of the investigation, the interviewing officer(s) 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 Lieutenant being interviewed shall be asked by and through one interviewer at a time, provided that if a second interviewer participates in the interview, he or she shall be present for the entire interview.

D. The Lieutenant 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.

E. A Lieutenant 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 Lieutenant being interviewed, the Lieutenant shall have the right to be represented by a representative of Unit 156-Lieutenants and to have that representative present at all times during the interview. The Unit 156-Lieutenants representative shall be a Lieutenant covered by Article 17 or an off-duty Lieutenant designated by Unit 156-Lieutenants. For purposes of this subsection, "represented" shall mean that the Lieutenant's counsel and/or representative shall only advise the Lieutenant, 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 Lieutenant 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 Lieutenant 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.

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H. The provisions of this Agreement shall be deemed to authorize the Independent Police Review

Authority and the Internal Affairs Division to require Lieutenants being interviewed to provide audio-recorded statements, provided that the provisions in Section 6.2 are satisfied.

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 Lieutenant to bring suit arising out of his/her duties as a Lieutenant.

Section 6.4 Photo Dissemination

No photo of a Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant will not be requested to take a polygraph examination. If the complainant takes the polygraph examination and the results indicate deception, the accused Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant's job or violations of reasonable Employer rules, statutes, ordinances

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or this Agreement. In the administration of fringe benefits applicable to all employees of the Employer, Lieutenants 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 Lieutenant 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 Lieutenant 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 Lieutenant is found innocent, the Lieutenant 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 Lieutenant 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 Lieutenant's employment.

Section 6.11 Mediation

At any time during an investigation, but usually prior to an accused Lieutenant giving a statement, the parties may agree to mediate the resolution of the investigation. The "parties" shall mean the accused Lieutenant, with or without his/her Association 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 Lieutenant 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 session will not be used against the Lieutenant or included in the file at any later date. By accepting the agreed upon finding and recommendation, the accused Lieutenant is waiving his/her right to grieve or appeal the finding and the recommendation. The accused Lieutenant 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 separation of an accused Lieutenant.

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 Lieutenant for a minimum of one (1) day to a maximum of three (3) days without pay.

In all instances, the Summary Punishment shall be satisfied by deducting the equivalent of day(s) off without pay from the Lieutenant's accumulated elective time. The elective time shall consist of eight (8) hours for each day. Only in the event the Lieutenant does not have sufficient accumulated elective

time will the Summary Punishment be satisfied

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by means of days off without pay.

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 Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant'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 Lieutenant 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 Lieutenant for any reason. A not sustained finding shall not be used against the Lieutenant in any disciplinary proceeding.

A finding of "Sustained-Violation Noted, No Disciplinary Action" entered upon a Lieutenant'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 Lieutenant's disciplinary

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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 Lieutenant 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-Lieutenants will not be barred from asserting and does not waive any rights a Lieutenant 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 Lieutenant 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 Lieutenant may grieve the reduced discipline.

Section 9.2 Procedures, Steps and Time Limits

A grievance may be initiated by Unit 156-Lieutenants or an aggrieved Lieutenant. Any Lieutenant shall have the right to present a grievance at any time, although it is understood that the Lieutenant 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-Lieutenants representative, provided, however, the grievant Lieutenant may have the grievance adjusted without a Unit 156-Lieutenants 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-Lieutenants within ten (10) of the Lieutenant'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-Lieutenants 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-Lieutenants 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-Lieutenants 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-Lieutenants shall then determine whether in its opinion a valid grievance exists. Unless Unit 156-Lieutenants elects to proceed, there shall be no further action taken under this procedure. If Unit 156-Lieutenants 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-Lieutenants 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-Lieutenants 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-Lieutenants 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-Lieutenants each shall alternately strike names from the panel. The remaining person shall be the Arbitrator.

B. The Employer and Unit 156-Lieutenants, 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-Lieutenants, 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-Lieutenants within fourteen (14) days of a request for such files (unless exigent circumstances exist) by Unit 156-Lieutenants or Unit 156-Lieutenants 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 9.3A Suspension Grievances

1. Suspensions of Ten (10) Days or Fewer

A Lieutenant 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 a Summary Opinion, as described below, which shall be binding. The Summary Opinion process of review requires the Employer to provide a copy of the investigative file, including all internal reviews of the file, to Unit 156B for review. An Arbitrator, selected by mutual agreement of the parties, will also receive the file from the Employer.

Unit 156B 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 156B's 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 156B and the Lieutenant.

The Lieutenant 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.

The fees and expenses of the Summary Opinion Arbitrator shall be shared equally between the Employer and Unit 156B.

2. Suspensions of Eleven (11) Days or More

A Lieutenant 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 156B. An Arbitrator selected by mutual agreement of the parties will conduct a "full" arbitration evidentiary hearing and will thereafter expeditiously issue an award. The award of the Arbitrator is binding on the Employer, Unit 156B and the Lieutenant.

The Lieutenant 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 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-Lieutenants 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 Lieutenant 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-Lieutenants, 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 Lieutenant 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 Lieutenant from a list of at least three (3) such funds to be submitted by Unit 156-Lieutenants. The Employer shall not participate in, but shall be bound by, such arbitration.

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If a Lieutenant who holds conscientious objections pursuant to this Section requests Unit 156-Lieutenants to use the grievance and arbitration procedure on the Lieutenant's behalf, Unit 156-Lieutenants

may charge the Lieutenant the reasonable costs of using the procedure.

C. With respect to grievances challenging the recommended discipline of Lieutenants for non-criminal misconduct, the Employer and Unit 156B 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 Lieutenant 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 Lieutenant 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 Lieutenant 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 156B, 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 Lieutenant or a critical witness, delays attributable to the Lieutenant 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 Lieutenant.

Nothing in this sub-section C shall apply in any instance where the allegation against the Lieutenant 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-Lieutenants 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 Lieutenant 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 Lieutenant 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 Lieutenant on furlough being notified of placement on the medical roll.

If the Employer's psychiatrist/psychologist recommends that the Lieutenant 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 Lieutenant 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 Lieutenant who has filed a timely grievance at Step One and/or when the Employer's psychiatrist/psychologist recommends that the Lieutenant 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-Lieutenants within ten (10) calendar days of notice to the Lieutenant that he/she is unfit for duty, Unit 156-Lieutenants may file a grievance at Step Two and may request review of that decision by a three - (3-) member psychological review panel. The Lieutenant shall, as promptly as feasible, be evaluated by a panel of three (3) psychiatrists or psychologists, one (1) appointed by Unit 156-Lieutenants, one (1) appointed by the Employer and a third knowledgeable about police duties appointed by mutual agreement of the Employer's and Unit 156-Lieutenants' psychiatrist or psychologist. This panel shall have the authority to examine and evaluate the Lieutenant and recommend whether the Lieutenant 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 Lieutenant and the Employer.

If the panel recommends that the Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant was fit for duty, and the Lieutenant 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-Lieutenants and the Lieutenant.

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 Lieutenant from duty for medical reasons, refusal to return a Lieutenant 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 Lieutenant 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 Lieutenant 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-Lieutenants 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-Lieutenants, 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-Lieutenants by the Department within forty-five (45) days of the Department's receipt of Unit 156-Lieutenants' 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-Lieutenants 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-Lieutenants, 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 Lieutenants' demand for arbitration, the Employer and Unit 156-Lieutenants 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-Lieutenants shall alternately strike names from the list. The remaining person shall be the Arbitrator.

ARTICLE 10 NON-DISCRIMINATION

Section 10.1 Equal Employment Opportunity

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

Section 10.2 Non-Discrimination

The Employer shall not discriminate against a Lieutenant with regard to race, color, sex, religion, age (40-63) or national origin of the Lieutenant nor shall the Employer discriminate against Lieutenants as a result of membership in Unit 156-Lieutenants. Nothing contained in this Agreement shall be deemed to preclude the mandatory retirement of any Lieutenant upon or after the attainment

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of age sixty-three (63). Lieutenants 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 Lieutenants covered by this Agreement is

fulfilled if those Lieutenants whose religious beliefs require that they not work, but who are scheduled to work, on a recognized religious holiday are permitted at the Lieutenants' 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 Lieutenant that may be in conflict with the rights of a Lieutenant under this Agreement, the Employer shall bring this matter to the attention of Unit 156-Lieutenants. 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-Lieutenants' (if any exist) obligations under the Americans with Disabilities Act and this Agreement, provided that no Lieutenant shall be displaced by such decision.

ARTICLE HOLIDAYS

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Section 11.1 Designated Holiday

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

New Year's Day
Martin Luther King, Jr.'s Birthday Lincoln's Birthday Washington's Birthday Pulaski Day
Community/Police Partnership Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
 I January
 Third Monday in January 12 February
 Third Monday in February First Monday in March
Last Saturday in April
Last Monday in May 4 July
 First Monday in September Second Monday in October
 II November
 Fourth Thursday in November 25 December

Section 11.2 Compensation for Holidays

Compensation for the holidays listed in Section 11.1 is granted as follows:

A. Lieutenants who are required to work a regular tour of duty [eight (8), eight and one-half (8 Vi), or ten (10) hours] on a holiday will be credited with eight (8), eight and one-half (8 Vi) or ten (10) hours of compensatory time and four (4), four and one-quarter (4 ¹A), or five (5) hours of compensatory time or additional pay as the Lieutenant elects.

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

C. Lieutenants 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 Vi), 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 Lieutenant 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 Lieutenant on a holiday if the Lieutenant 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, Lieutenants 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), Lieutenants 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, provided that the operation of this paragraph shall not result in more than three (3) denials for any Lieutenant during the course of a calendar year.
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 156B - Lieutenants with twenty-one (21) days' notice of its intent or as much notice as is possible given the events or circumstances at issue.

C. Lieutenants may elect to be paid for six (6) unused personal days per year in lieu of taking the time off. Where Lieutenants elect such payment, the payment shall be made by April 1 of the following year. Lieutenants 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 Lieutenants 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 Lieutenants with the opportunity to enroll in a Flexible Spending Account ("FSA") plan, which will permit Lieutenants to fund, on a pre-tax basis, an individual account that the Lieutenant 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 \$5000.00 annually on a pre-tax basis, which will be deducted pro-rata each payroll period. Lieutenants 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 Lieutenants 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-Lieutenants.

The Employer shall make available to Lieutenants 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-Lieutenants; 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 Captains represented by Local 2, shall be applicable to Lieutenants 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: Lieutenants who retire on or after age sixty (60) and their eligible dependents; widows and children of Lieutenants killed in the line of duty; former Lieutenants on pension disability (both duty and occupational) and their eligible dependents; and widows and children of deceased Lieutenants 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 Lieutenants who elect coverage under any plan or plans. However, coverage under a plan for such Lieutenants shall terminate when a Lieutenant 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 Lieutenant reaches the age for full Medicare eligibility, the Lieutenant 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-Lieutenants commits to becoming a signatory labor organization of the labor-management cooperation committee known as the Chicago Labor-Management Trust ("Trust"). Upon the ratification of this Agreement, Unit 156-Lieutenants 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 Unit 156-Lieutenants' representation within the Trust and the guidelines and procedures to be used in expanding the Trust to include the members of the bargaining unit. The parties contemplate that Unit 156-Lieutenants shall have at least one (1) Trustee appointed to the Trust. After Unit 156-Lieutenants becomes a signatory labor organization to the Trust, Unit 156-Lieutenants 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-Lieutenants. 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

Lieutenants 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 Lieutenant 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 Lieutenants in the bargaining unit, the Employer shall inform Unit 156-Lieutenants, in writing, no later than thirty (30) days prior to such layoff. The Employer will provide Unit 156-Lieutenants with the names of all Lieutenants to be laid off prior to the layoff. Lieutenants shall be laid off in accordance with their seniority (i.e., time in grade). The Lieutenants with the least amount of seniority shall be laid off first. All Lieutenants 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 Lieutenant who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority, provided the Lieutenant is fully qualified to perform the work to which he/she is recalled without further specialized training. No Sergeant shall be promoted to Lieutenant while a Lieutenant is on layoff. Any Lieutenant who has been laid off shall receive when recalled the salary rate that would have been received by the Lieutenant had the Lieutenant never been laid off.

ARTICLE 14 BULLETIN BOARDS

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

ARTICLE 15 SAFETY ISSUES

Section 15.1 Cooperation

The Employer and Unit 156-Lieutenants 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-Lieutenants and the Employer shall establish a Safety Committee composed of one (1) Sergeant, one (1) Lieutenant and one (1) Captain designated by Unit 156-Lieutenants 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 Lieutenants 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-Lieutenants, but such recommendations shall not be binding upon the Employer or Unit 156-Lieutenants. In addition to Committee recommendations, Unit 156-Lieutenants 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-Lieutenants 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 Lieutenants and members of management, provided such discussions do not unduly interfere with the performance of duty by any Lieutenant or Committee member.

In the event the Employer agrees, in writing, to adopt the recommendation of the Committee or Unit 156-Lieutenants, 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-Lieutenants, he/she shall so notify the Committee or Unit 156-Lieutenants in writing within ten (10) days. Within ten (10) calendar days of such notice, Unit 156-Lieutenants 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 Lieutenant 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 Lieutenant or Unit 156-Lieutenants 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 Lieutenant shall be required to use any equipment that has been designated by both Unit 156-Lieutenants and the Employer as being defective because of a disabling condition, unless the disabling condition has been corrected. When an assigned Department vehicle is found to have a disabling defect or is in violation of the law, the Lieutenant will notify his/her supervisor, complete required reports and follow the supervisor's directions relative to requesting repairs, replacement or the continued operation of said vehicle.

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

A. The Special Employment Program is a voluntary program that allows Lieutenants to work on their days off for the Department at the rate of one and one-half times the Lieutenant's usual salary.

B. The Employer reserves the right to restrict secondary employment when it has reasonable cause to believe that the number of hours which the Lieutenant 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 Lieutenant undertakes. No Lieutenant on the Medical Roll may engage in secondary employment.

ARTICLE 17 UNIT 156-LIEUTENANTS

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-Lieutenants' 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-Lieutenants.

Section 17.2 Unit 156-Lieutenants Representatives

For purpose of the administration and operation of Unit 156-Lieutenants, and for the purpose of conducting union business for Unit 156-Lieutenants, the Employer shall grant designated officers of Unit 156-Lieutenants paid time off to be used in a manner determined by Unit 156-Lieutenants. During such paid time off, the Employer shall continue to pay the Lieutenant all salary and maintain all benefits, including pension contributions and seniority accruals, as if the Lieutenant were on duty with the Employer, provided that Unit 156-Lieutenants reimburses the Employer an amount equal to the paid time off for said salary and benefits. Paid time off shall not exceed twenty-five hundred (2500) hours per year.

Section 17.3 Attendance at Unit 156-Lieutenants 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-Lieutenants shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of Unit 156-Lieutenants, 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 Lieutenants shall be certified, in writing, to the Employer.

Elected officials and members of the Board of Directors may be excused for an entire tour of duty to attend general, board or special meetings up to a maximum of four (4) tours of duty per official/member per year.

Section 17.4 Grievance Processing

Reasonable time shall be permitted Unit 156-Lieutenants representatives for the purpose of aiding, assisting or otherwise representing Lieutenants 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-Lieutenants 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-Lieutenants Negotiating Team

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

Section 17.7 Unit 156-Lieutenants Activity

The Employer shall not prohibit discussion, solicitation or distribution of literature among Lieutenants covered by this Agreement with respect to matters concerning Unit 156-Lieutenants 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 Lieutenant 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.

Lieutenants 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 Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenant has been injured in the line of duty shall not be unreasonably withheld.

Section 18.4 Return to Duty

In order to enable Lieutenants applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such Lieutenants 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 Lieutenant 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 Lieutenant'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 Lieutenant 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-Lieutenants 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-Lieutenants have agreed upon procedures which will be followed by the Medical Services Section when a Lieutenant reports an injury on duty or a recurrence of an injury on duty. Those procedures are set forth in Appendix K.

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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 Lieutenant who is on a leave of absence for duty or occupational disability purposes, all at no cost to the Lieutenant. The Employer shall make pension contributions on behalf of the Lieutenant as if the Lieutenant had remained in active service.

Section 18.8 Medical Benefit Statement

Upon the written request of a Lieutenant 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 Lieutenant 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 Lieutenant 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 Lieutenants leave without loss of pay, as the result of a death in the family, not to exceed three (3) consecutive days (except for brother-in-law and sister-in-law, which shall be for the day of the funeral only), 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 Lieutenant'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 Lieutenant'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 Lieutenant 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 Lieutenant has registered the name of the Lieutenant'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 Lieutenant 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 Lieutenant shall be entitled to a maximum of five (5) consecutive days. 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 Lieutenant'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 Lieutenants work at least eight (8) minutes in a fifteen- (15-) minute period,

A Lieutenant who earns overtime pursuant to the FLSA shall be paid overtime compensation. A Lieutenant 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 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 Lieutenant's worked hours. Lieutenants 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.

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Section 20.4 Court Time

A. Lieutenants 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 Lieutenant's elective time and the Lieutenant knew of the court date before the request for elective time was approved, (2) while the Lieutenant is on paid medical leave or (3) if the Lieutenant is compensated for such time by a secondary employer.

B. Lieutenants 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. Lieutenants 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 20.5 Stand-By

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

Section 20.6 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;

Mandatory proficiency training;

4. Pre-service training for promotion; and
5. 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 Lieutenants for duty while on regular day-off status is unrestricted and unchallenged, provided, however, that in each such event, the Employer will pay the Lieutenant 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 Lieutenants going on or returning from furlough or changes made at the request of Lieutenants shall not require premium compensation.

Section 20.7 Accumulation of Compensatory Time

The Employer will not restrict an accumulation of compensatory time subject to Section 20.2; the number of hours of compensatory time which a Lieutenant has on record shall not be the controlling factor in determining whether a Lieutenant will be allowed to take time due.

Section 20.8 Scheduled Back-to-Back Shifts

A. Scheduled Back-to-Back Shifts on Change Day

When a Lieutenant is scheduled to work the first watch on a change day after having worked a tour of duty on the third watch on the preceding day, the Lieutenant shall receive compensation as follows:

1. For four (4) hours worked, the Lieutenant will be credited with eight (8) hours of regular pay.
2. For more than four (4) hours worked, the Lieutenant 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.

Such compensation will not apply if the back-to-back tour of duty on change day occurs as a result of the Lieutenant's request.

B. Back-to-Back Shifts

Provided that the on duty Assistant Deputy Superintendent [or such other person(s) as may be designated by the Department] has been notified, and the Lieutenant is required to work two (2) back-to-back shifts, the second shift being a full tour of duty as a Watch Commander in District Law Enforcement, the Lieutenant will be credited with two (2) hours' compensation in addition to earned overtime.

C. "Back-to-Back"

For purposes of this Section, back-to-back shifts mean two (2) consecutive, but different, tours of duty that may overlap by two (2) hours. 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 20.9 Rank Credit

Effective July 1, 2004, the Employer will credit each Lieutenant 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 Lieutenant works, provided the Lieutenant works at least four (4) hours that day.

Section 20.10 Duty Availability Allowance

A. Effective July 1, 2012 and thereafter, all eligible Lieutenants shall be paid quarterly payments of \$805.00 as duty availability pay.

B. Entitlement to duty availability pay is not dependent on a Lieutenant 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 20.11 Change of Schedule

A. The Employer's right to assign Lieutenants 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; and
6. A situation where the Superintendent and the Mayor have determined in writing that a serious emergency condition exists.

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 Lieutenant'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 Lieutenant'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 Lieutenant 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 Lieutenants who volunteer for duties which by their very nature require changes in starting times, personnel working who are assigned to District Tactical Teams, First and Eighteenth District Foot Patrol Units, Patrol Division Administration, the Detail Unit, the Mounted Unit and the Special Functions Group, Internal Affairs Division, Bureau of Staff Services, Summer Mobile Force and Organized Crime Division.

Section 20.12 Out of Area Detail

In the event the Department details a Management Lieutenant assigned to District Law Enforcement outside his District of assignment, the following procedure will be followed:

The table below identifies the Districts in Area North to which a Management Lieutenant assigned to District Law Enforcement may be detailed without payment of additional compensation to the Lieutenant:

<u>District of Assignment</u>	<u>May be detailed to any of the following:</u>
014 015 019 025	
011 015 020 025	
011 014 016 025	
015 017 024 025	
016 019 020 024	
011 014 020 024	
016 017 019 024	
016 017 019 020	
011 014 015 017	

The table below identifies the Districts in Area Central to which a Management Lieutenant assigned to District Law Enforcement may be detailed without payment of additional compensation to the Lieutenant:

District of Assignment

001

002

003

008

009

010

012

018

Maybe detailed to any of the following-'

002 003 012 018

001 003 008 012

1 002 008 009

2 003 009 010

2 002 003 010 018

2 008 009 012 018

2 001 008 010 018

2 001 009 010 012

The table below identifies the Districts in Area South to which a Management Lieutenant assigned to District Law Enforcement may be detailed without payment of additional compensation to the Lieutenant:

District of Assignment

004

005

006

007

022

May be detailed to any of the following:

005 006 007 022

004 006 007 022

004 005 007 022

004 005 006 022

004 005 006 007

If a Management Lieutenant is detailed to a District other than one of the four Districts listed next to his or her District of assignment in the table(s) above, the Lieutenant shall be compensated at the rate of time-and-one-half in quarter hour increments for the duration of the detail.

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When a premium pay opportunity within the meaning of this Section arises in the District from which the detail is drawn, the most senior Lieutenant in that District shall be given the first option to accept the detail and he or she shall be compensated at the rate of time-and-one-half in quarter hour increments for the duration of the detail. If the Department determines a Management Lieutenant is to be detailed to the Joint Operations Center, the Lieutenant may be chosen from Area Central without payment of premium pay.

If the Employer details a Lieutenant in any manner contrary to the provisions of this Section, the affected Lieutenant will be compensated at the rate of time-and-one-half in quarter hour increments for the duration of the detail. This Section will not apply to details required by major unforeseen events for which the Department has less than three days' notice, provided that this exception shall not apply for more than five (5) calendar days.

This Section does not apply to Lieutenants assigned to the Community Policing Office, Tactical Lieutenants or Lieutenants assigned as Foot Lieutenants in the 1st and 18th Districts.

ARTICLE 21 UNIFORMS

Section 21.1 Uniforms and Equipment Advisory Committee

One Lieutenant designated by Unit 156-Lieutenants 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. Effective January 1, 2006, each Lieutenant 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, during calendar year 2009 and each calendar year thereafter, the Employer shall issue to each Lieutenant 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 Lieutenant.

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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 Lieutenant shall not be subject to payment by the Employer.

ARTICLE 22 INDEMNIFICATION

Section 22.1 Employer Responsibility

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

Section 22.2 Legal Representation

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

Section 22.3 Cooperation

Lieutenants 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 Lieutenant is acting within the scope of his/her employment and where the Lieutenant 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 SENIORITY

23

Section 23.1 Definition and Application

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

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

In the event two (2) or more Lieutenants have the same seniority and continuous service dates, the older Lieutenant, as determined by referring to the Lieutenants' 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 Lieutenant'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 Lieutenant 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 Lieutenant's prior service, unless an application for re-employment was received within one (1) year of the Lieutenant's resignation date, in which case the continuous service date will be adjusted to reflect the time the Lieutenant was absent from the Department.

2. For Lieutenants 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 Lieutenant 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 Lieutenant's last known address, which notification shall be simultaneously provided to Unit 156-Lieutenants;
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

A Lieutenant shall select his/her furlough by rank and 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. Lieutenants may elect to take their full furloughs or split the furloughs to which they are entitled into two (2) equal segments.

If the furlough is split, the first one-half of the furlough shall be determined in one process and on the basis of seniority. After all Lieutenants have bid for their first choices, Lieutenants who have split their furloughs shall select the second one-half in one process and on the basis of seniority.

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.

Lieutenants shall be allowed to take a compensatory time furlough by utilizing elective time between regularly scheduled days off, subject to manpower requirements.

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

The day off group of a Lieutenant on furlough (full or split) will not be changed during the remainder of the week in which the Lieutenant is scheduled to return, unless a Lieutenant who is required to work on his/her scheduled day(s) off during that week is compensated by the payment of premium benefits under Article 20 for all hours worked on his/her scheduled day off.

Lieutenants who elect to split their annual furloughs into two (2) segments or take full annual furloughs will, if they so desire and at their option, be returned to the day off groups they were in at the time their furloughs or furlough segments were selected. Affected Lieutenants who desire to be returned to the day off group they were in at the time they selected their furloughs will notify their Unit Commanding Officers two (2) weeks prior to the beginning of the furlough segment if their day off groups must be changed to match the original group. The change in day off group should take place on the Sunday preceding the first day of the furlough segment and return to the day off group on the Sunday following the furlough extension.

Section 23.3 Seniority List

The Employer shall prepare a seniority list. The list shall be made available to Lieutenants in each Unit. Unit 156-Lieutenants shall receive a copy of said list at least quarterly. In addition to a seniority list, Unit 156-Lieutenants 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 within the Bureau of Patrol, 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 dominant factor in the selection of Lieutenants required to work on their regular days off. The Employer shall first seek volunteers on the basis of seniority from among those Lieutenants in said Unit. If there are insufficient volunteers, the Employer shall select Lieutenants 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 Unit, etc.

Section 23.7 Holiday Assignment

When operational considerations require that a Lieutenant of a Unit work on a holiday, as defined in Section 11.1, the most senior Lieutenant will be given the option to work, provided that the holiday is the Lieutenant's regular work day and watch.

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

ARTICLE 24 EDUCATIONAL REIMBURSEMENT

The Employer agrees to provide tuition reimbursement to Lieutenants 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. Lieutenants 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 classified by the school as passing 75%

D. Reimbursement may be denied if a Lieutenant's work performance is deemed inadequate or if a Lieutenant 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 Lieutenant is enrolled is reimbursable through a federal grant-in-aid program for which the Lieutenant is eligible.

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

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

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H. In the event a Lieutenant 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 Lieutenant, within one (1) year of obtaining such degree, voluntarily resigns from the Department, all tuition costs [one hundred percent (100%)] reimbursed to the Lieutenant by the Employer for obtaining such degree shall be repaid to the Employer. If the Lieutenant voluntarily resigns after one (1) year, but less than two (2) years, after obtaining the degree, the Lieutenant shall repay one-half [fifty percent (50%)] of the tuition reimbursement to the Employer. If the Lieutenant does not complete the degree program and voluntarily resigns from the Department, the Lieutenant shall repay one hundred percent (100%) of all tuition reimbursement received for any course completed within two (2) years of such resignation. Lieutenants 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 Lieutenants who resign from the Department for the purpose of accepting employment within another City of Chicago department.

ARTICLE 24A EDUCATIONAL LEAVES

Lieutenants 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 Lieutenant's certifications, skills and professional ability and (B) benefit the Department. If a request is denied, the Lieutenant 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 Lieutenant and an AD&D benefit to be increased to \$5000.00 effective July 1, 2003. Lieutenants 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 Lieutenant to complete the enrollment form set will result in termination of the Lieutenant's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for Lieutenants 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 Lieutenants. Lieutenants 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 Lieutenants at the Employer's then current cost.

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ARTICLE 25A PHYSICAL FITNESS PROGRAM

Effective upon ratification, any newly promoted Lieutenant who was required to participate in the physical fitness program set forth in Appendix O as a Sergeant shall continue to participate in such program. All other Lieutenants may elect to participate in the physical fitness program and may withdraw from the program at any time without sanction or discipline.

ARTICLE 26 WAGES

Section 26.1 Salary Schedule

A. Effective July 1, 2012 and thereafter, Lieutenants shall receive the following percentage increases in their base salaries set forth in Appendix N that became effective on January 1, 2012, 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	1.00%

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 Captains currently represented by Local 2 of the I.A.F.F., receive a percentage base wage increase or improvements in step schedules (other than when a particular job function has been reclassified), the Employer shall grant Unit 156-Lieutenants 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 Lieutenants covered by this Agreement are required to increase their contributions to the Policemen's Annuity and Benefit Fund 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-Lieutenants 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 Lieutenants. Unit 156-Lieutenants 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-Lieutenants. The Employer and Unit 156-Lieutenants 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 Lieutenant in District Law Enforcement covered by this Agreement who is directed to perform substantially all of the duties and assumes substantially all of the responsibilities of a Captain (E-5) in District Law Enforcement for two (2) or more hours within a single tour of duty shall be paid at the E-5 rate for the tour of duty. If a Lieutenant is required to work overtime while working out of grade at the E-5 rate, the Lieutenant will be compensated at the E-5 rate for each hour worked and also be compensated at the E-4 rate consistent with the provisions of Section 20.2.

Any Lieutenant covered by this Agreement who is directed to perform substantially all of the duties and assumes substantially all of the responsibilities of a Commander (E-6) shall be paid at the appropriate E-6 rate for the first eight (8) hours worked. If a Lieutenant is required to work overtime, the Lieutenant will be compensated at the E-4 rate 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 Lieutenant no later than the first and sixteenth day of each month; (2) holiday premium pay shall be due and payable to the Lieutenant 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 Lieutenant 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-Lieutenants, negotiating with Unit 156-Lieutenants. "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 Lieutenant covered by this Agreement who resigns or dies shall be entitled to and shall be paid for all unused compensatory time accumulated by said Lieutenant, including furlough time,

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Baby Furlough Days and personal days. A Lieutenant 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 Lieutenant may exchange (cash in) accumulated compensatory time not to exceed two hundred (200) hours each year of this Agreement at the Lieutenant'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 RESIDENCY

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All Lieutenants 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-Lieutenants' membership with the recommendation of the Executive Board for ratification.

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2. Within ten (10) days after such ratification by Unit 156-Lieutenants' 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-Lieutenants 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-Lieutenants and one (1) impartial member to be mutually selected and agreed upon by the Employer and Unit 156-Lieutenants. 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-Lieutenants, 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

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appointed by Unit 156-Lieutenants 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-Lieutenants, 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-Lieutenants 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-Lieutenants and the Board member appointed by the Employer.

6. The Employer and Unit 156-Lieutenants 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-Lieutenants 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-Lieutenants shall be paid by Unit 156-Lieutenants. 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

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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

Lieutenants 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 Lieutenant's applicable work schedule.

Section 29.2 Carryover of Baby Furlough Days

A Lieutenant'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 Lieutenant elects not to use or is denied use of all his/her BFDs in a calendar year, the Lieutenant may, at the Lieutenant'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 hours per day to the eligible Lieutenant 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 FURLOUGHS

29A

Section 29A.1 Annual Furlough

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

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Section 29A.2 Furlough Days

Effective January 1, 1999 and thereafter, Lieutenants 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 Lieutenant 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 Lieutenant 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 Lieutenant was denied vacation by the Employer. If a Lieutenant 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 Lieutenant 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-Lieutenants shall be promptly notified of all personal leaves of absence and extensions thereof taken by Lieutenants 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 Lieutenant 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. Lieutenants hired after January 1, 1997 shall deposit their military pay with the City Comptroller for all days compensated by the Employer.

Effective January 1, 2005, Lieutenants 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 Lieutenants.

Section 30.3 Family and Medical Leave Act

A. Lieutenants 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 Lieutenant's child and to care for the newborn child;
2. For the placement with the Lieutenant of a child for adoption or foster care;
3. To care for the Lieutenant's spouse, child or parent with a serious health condition; or
4. Due to a serious health condition affecting the Lieutenant.

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

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

D. Any Lieutenant 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-Lieutenants. Reasonable advance notice shall not be less than ten (10) days; where advance notice cannot be made, the Lieutenant shall provide notice within forty-eight (48) hours after the Lieutenant 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. Lieutenants 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-Lieutenants 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-Lieutenants through the inter-Department mail service.

C. The Department will provide Unit 156-Lieutenants with a copy of a quarterly listing of Unit 156-Lieutenants 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 Lieutenant.

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

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

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

G. The Department will provide Unit 156-Lieutenants 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 Lieutenants any registration fees for firearms which are duty-related. While the Lieutenant 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 Lieutenant 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. Lieutenants 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 Lieutenants 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.

Incumbent Lieutenants shall be given the opportunity to transfer to vacant District or watch bid assignments prior to the promotion of new Lieutenants to fill such bid assignments.

Any obligation of the Employer to indemnify Lieutenants 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 current benefits described below, including increases and/or enhancements, during the term of this Agreement relating to any of the following current benefits, including economic matters agreed to with Lodge 7 shall be applicable to Lieutenants covered by this Agreement:

A. Holidays

- 1. Holidays
- 2. Compensation
- 3. Personal Day
- 4. Special Compensation Time
- 5. Holiday Declaration

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 LIEUTENANT
RANK**

A. Watch Selection for District Law Enforcement

The following applies only to Lieutenants in District Law Enforcement:

1. In November of each year, Lieutenants may submit to their District Commander watch bids indicating their preferences for watch assignments for the following calendar year. Any compelling reasons for a particular choice should be included in this report. Watches shall be awarded to the most senior (time in rank) bidder for each watch, provided that no more than one (1) position per watch shall be filled by a successful bidder. The remaining positions will be filled at the discretion of the Employer. This Section does not apply to Lieutenants assigned to the Community Policing Office, Tactical Lieutenants, Area Gang Lieutenants or Foot Lieutenants from within the Central Control Group.
2. Vacancies for watch bid assignments occurring after the November bid process may be temporarily filled at the Employer's discretion. A vacancy exists if a watch bid Lieutenant is detailed to another watch, or as Tactical Lieutenant, or out of the District, for more than ninety (90) days. Vacant watch bid assignments will be subject to bidding by seniority from among Lieutenants within the affected District. This process will take place during the third, sixth and ninth police periods of each year if applicable. The successful bidders will be assigned effective the police period following the bid.

B. District Law Enforcement Bidding Process

1. Each District will have three (3) bid assignments.
2. A District bid vacancy occurs as a result of any of the following: a detail out of the District for more than ninety (90) days, transfer, resignation, retirement, discharge, promotion or death.
3. The Employer will be required to recognize a District bid position in a District if that District has any vacant District bid positions on the first day of the first, fourth, seventh and tenth police periods. This recognized vacancy must be bid quarterly during the first, fourth, seventh and tenth police periods.

4. The Employer shall post said recognized biddable vacancies, if any, during the first, fourth, seventh and tenth police periods. Vacancies will be posted on the C.L.E.A.R. Administrative Message Center and a copy of the posting shall be provided to Unit 156-Lieutenants. A Lieutenant may bid on up to three (3)

recognized biddable vacancies in order of preference in writing on a 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-Lieutenants, and one (1) copy retained by the Lieutenant who submitted the bid. The Lieutenant with the most time in rank submitting a bid shall be awarded the recognized biddable vacancy. When there are no bidders, the Employer may fill the recognized vacancy within its discretion. A Lieutenant assigned to a District bid position will be treated like any other successful bidder to a District bid position. A successful bidder may not bid for another recognized vacancy for one (1) year, unless reassigned by the Employer during that year. A successful bidder may not be reassigned for one (1) year, except (a) for emergencies for the duration of the emergency, (b) for just cause or (c) where the Superintendent determines that the Lieutenant's continued assignment would interfere with the effective operation of the Unit.

5. If the Employer assigns or details a District bid Lieutenant to a District other than the District of bid, the affected Lieutenant will be entitled to compensation at the rate of time-and-one-half in quarter hour increments for the duration of the assignment. This Section does not apply to Lieutenants assigned to the Community Policing Office, Tactical Lieutenants or Lieutenants assigned as Foot Lieutenants within the Central Control Group.

Unit Bidding Process

This Section applies only to bidding to the Public Transportation Section and Traffic Section.

1. There is one (1) Unit bid position in each of the following: Public Transportation Section and Traffic Section.
2. A Unit bid vacancy occurs as a result of any of the following: a detail out of the Unit for more than ninety (90) days, transfer, resignation, retirement, discharge, promotion or death. If and when the Employer decides to fill a recognized vacancy, vacancies will be filled as follows: if the vacancy is a bid vacancy (i.e., the previous incumbent held the position by bid), then the vacancy shall be filled by bid. If the previous incumbent had been appointed at the discretion of the Employer, then the vacancy shall be filled at the discretion of the Employer. Bid vacancies will be filled prior to management vacancies being filled.
3. The Employer shall post said recognized biddable vacancies, if any, at least fourteen (14) days before the start of the twenty-eight- (28-) day police period. A copy of the posting shall be provided to Unit 156-Lieutenants. A Lieutenant may bid on up to three (3) recognized biddable vacancies in order of preference in writing on a 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-Lieutenants, and one (1) copy retained by the Lieutenant who submitted the bid. The Lieutenant with the most time in rank submitting a bid shall be awarded the recognized biddable vacancy. When there are no bidders, the Employer may fill the recognized vacancy within its discretion. A Lieutenant assigned to a Unit bid position will be treated like any other successful bidder to a District bid position. A successful bidder may not bid for another recognized vacancy for one (1) year, unless reassigned by the Employer during that year. A successful bidder may not be reassigned for

one (1) year, except (a) for emergencies for the duration of the emergency, (b) for just cause or (c) where the Superintendent determines that the Lieutenant's continued assignment would interfere with the effective operation of the Unit. A successful bidder who is removed from a Unit may not re-bid to the Unit for a period of one (1) year.

Bureau of Professional Standards Selection Process

1. The Employer shall post recognized vacancies in Lieutenant positions within the Bureau of Professional Standards for a period of at least seven (7) business days. The posting may be published either electronically or in print and shall identify the required knowledge, skills and abilities for successful performance in the position as established by the Employer.
2. To be considered for a posted vacancy, a Lieutenant shall submit an application, resume or curriculum vitae and other required documentation to the designated exempt Commanding Officer by the deadline established in the posting.
3. The Employer shall 1 review the documentation submitted by each Lieutenant and shall interview at least five (5) Lieutenants who satisfy the minimum qualifications for successful performance in the position.
4. After the interviews are completed, the Employer shall evaluate the qualifications of each candidate interviewed and shall offer the position to the most qualified Lieutenant.
5. The Employer's offer to the Lieutenant is subject to any internal and external review procedures applicable to such selection processes.

Professional Development and Training Committee

1. Upon the ratification of this Agreement, the parties agree to form a joint Professional Development and Training Committee to study, discuss and develop recommendations to increase the number and type of professional development and training opportunities available to Lieutenants to enhance their qualifications for promotions within the Department.
2. The membership of the Committee shall be limited to five (5) members appointed by the Employer, five (5) members appointed by Unit 156-Lieutenants and any

appropriate resource personnel whose presence may be required on an occasional basis.

3. In addition to other mutually agreeable subjects, the Committee shall study, discuss and develop recommendations regarding the following issues:
 - a. Establishing a process for identifying and publishing professional opportunities for Lieutenants within the Department.
 - b. Developing a protocol for effectively communicating the qualifications established by

the Employer for such opportunities, including, but not limited to, specialized knowledge, skills, abilities and training; bachelor's or master's degrees; time-in-rank requirements; and other eligibility criteria.

- c. Improving application procedures to guide Lieutenants in the submission of applications, resumes and curriculum vitae in response to a published opportunity.
 - d. Identifying educational and training programs for Lieutenants to enhance their knowledge, skills and abilities as required for promotion.
 - e. Exploring alternative means to diversify a Lieutenant's professional experience within the Department [e.g., a rotating ninety- (90-) day detail program within Patrol Division Administration].
4. The Committee shall submit its initial recommendations to the Office of the Superintendent and the President of Unit 156-Lieutenants no later than July 1,2010. If the Committee's recommendations are acceptable to the Employer and Unit 156-Lieutenants, the parties agree to implement them during the term of this Agreement.

F. 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-Lieutenants of such incompatibility prior to implementing the new work schedule and shall meet with Unit 156-Lieutenants 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.

G. Management Transfers Within District Law Enforcement

Prior to transferring a Lieutenant from a management position in one District to a management position in another District, the Chief of Patrol shall request volunteers for the transfer from within the District identified by him/her as the appropriate District for requesting volunteers and shall consider any volunteers for the transfer before selecting the Lieutenant to be transferred.

Prior to the assignment of newly-promoted Lieutenants, the Employer will post the number of management positions in District Law Enforcement equal to, but not greater than, seventy-five percent (75%) of the total complement of newly-promoted Lieutenants. Incumbent Lieutenants shall be eligible to request up to three (3) management positions, which shall be granted on the basis of seniority provided the Lieutenant possesses the present ability to perform the duties of the position. In the event the most senior incumbent Lieutenant submitting such a request is a Unit Bid Lieutenant, that Lieutenant shall surrender his or her Unit Bid position as a precondition to becoming the management Lieutenant in the District in which the management position exists. Article 20, Sections 20.7, 20.12 and 20.13 shall not apply to transfers implemented

under this subsection.

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.

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
2014.

For the City of Chicago, an
Illinois Municipal Corporation

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

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APPENDIX A LIEUTENANTS

CONFIDENTIAL POSITIONS:

Within the Management and Labor Affairs Section, one Lieutenant position. Within the Superintendent's Office of Legal Affairs, one Lieutenant position. Within the Executive Staff of the Deputy Superintendent in charge of the Bureau of Operational Services, two Lieutenant positions.

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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:

Michael Ryan President
Unit 156-Lieutenants

Date:

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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-Lieutenants or the Lieutenants 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-Lieutenants 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 Lieutenants covered under this Agreement and their eligible dependents. The cost of this coverage will be borne by the Employer, subject to applicable Lieutenant co-insurance, deductibles and co-payments. Lieutenants 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.

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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-Lieutenants 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-Lieutenants 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-Lieutenants. 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.

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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 LIEUTENANTS

Effective July 1, 2006, active Lieutenants 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	EMPLOYEE+1 FAMILY	
	1.2921%	1.9854%	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

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APPENDIX H PRESCRIPTION DRUGS

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

TYPE	Effective January 1,2003	Effective July 1,2006
Generic Tier 1	\$10.00 \$10.00	
Formulary Tier 2	\$20.00 \$30.00	
Non-Formulary Tier 3	\$10.00 \$45.00	
Brand with Generic Equivalent	\$35.00	Generic Co-Payment Plus Cost Difference Between Brand and Generic

Effective July 1,2006, 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

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

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.

PROCEDURES FOR INJURY ON DUTY AND RECURRENCE CLAIMS

A Lieutenant 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 executed on July 29, 2009 and captioned "Medical Services Section Physician Referral List." The Lieutenant 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 Lieutenant to the physician selected by the Lieutenant.

A Lieutenant 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 Lieutenant's injury on duty required surgery or medical treatment beyond any initial emergency room treatment for the injury on duty. A Lieutenant 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 Lieutenant with the current Medical Services Section referral list described above. The Lieutenant will select a physician from the list provided by the Medical Services Section. The Medical Services Section will refer the Lieutenant to the physician selected by the Lieutenant for a relatedness opinion.

Should the Lieutenant or the Medical Services Section not agree with the medical finding of the referral physician, either party may seek another opinion. The Lieutenant will select another physician from the current Medical Services Section referral list of physicians described above. The Medical Services Section will refer the Lieutenant to the physician selected by the Lieutenant. Should that physician's opinion agree with the finding of the first referral physician, it will be binding on both the Lieutenant 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 Lieutenant 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.

STEP 10	After 25 Years	\$ 6	\$.37	\$.48	\$ 4	\$ 1	\$ 993	\$ 7	\$ 22	\$ 59	\$ 677	\$ 7	\$ 2033	m or (N ro <i>T-i</i> CO W)	\$ 23	\$.04	\$ 691	\$.3	\$ 2	\$ 073	\$ 8	\$ 295	\$ 23	\$ 27	\$ 698	\$ 2	\$ 2	\$ 094	\$ 8	\$ 378	\$ 23	\$ 51	\$ 705	\$ 1	\$ 2	\$ 115	\$ 8	\$ 462
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STEP 7 After 10 Years

\$	\$	\$1.41	\$5.67	\$	\$	\$1.44	\$5.78	\$	\$	\$1.47	\$5.90	\$	\$5.96	\$	\$6.02
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STEP	After 54	\$	\$	\$	\$	\$	\$	\$5,13	\$	\$	\$	\$	\$	\$5,28	\$	\$	\$5,34				
6	Months	13.98	419.4	1,258	5,033	14.26	427.8	1,283	4.30	14.55	436.4	1,309	5,236	14.69	440.7	1,322	9.36	14.84	445.1	1,335	2.25
		7	.41	.64		6	.58			2	.25	.99		8	.34			9	.56		

STEP	After 42	\$	\$	\$1,12	\$4,48	\$	\$	\$4,98	\$	\$	\$5,08	\$	\$	\$5,13	\$	\$	\$5,18
5	Months	12.46	373.8	1.55	6.20	13.84	415.3	1,245	3.92	14.12	423.6	1,270	3.60	14.26	427.8	1,283	4.44
		5				3	.98			3	.90			7	.61		
															5	.44	

STEP	After 30	\$	\$	\$1.16	\$4.65	\$	\$	\$1.18	\$4.74	\$	\$	\$1.20	\$4.83	\$	\$	\$1.22	\$4.88	\$	\$	\$1.23	\$4.93
4	Months	12.92	387.5	2.76	1.04	13.18	395.3	6.01	4.05	13.44	403.2	9.73	8.93	13.58	407.2	1.83	7.32	13.71	411.3	4.05	6.19
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APPENDIX O
CHICAGO POLICE DEPARTMENT PHYSICAL FITNESS PROGRAM

A. The purpose of the Chicago Police Department Physical Fitness Program is to establish a physical fitness standard for all Department members to ensure that their physical endurance, strength and conditioning are commensurate with the responsibilities and expectations of sworn members of the Department and to increase such members' overall health and quality of life.

B. All participating Lieutenants shall undergo an annual physical fitness assessment that evaluates aerobic capacity and cardiovascular endurance, strength, flexibility, body mass index, resting blood pressure, resting heart rate and other appropriate indicators of physical fitness. Each Lieutenant's physical fitness shall be measured on an individualized basis consistent with the standards established by the Illinois Law Enforcement Training and Standards Board's Peace Officer Wellness Evaluation Report ("POWER") Test and principles commonly employed by the medical establishment to evaluate an individual's overall health. All such standards shall be adjusted to account for a Lieutenant's age, sex or other relevant and appropriate factors, subject to the approval of Unit 156-Lieutenants.

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MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF CHICAGO AND THE
POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION OF ILLINOIS, UNIT 156A-
SERGEANTS, UNIT 156B-LIEUTENANTS AND UNIT 156C-CAPTAINS,
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.

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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, 2009 or thereafter.

2. Bidders and/or applicants for assignments in the Organized Crime Division, Bomb and Arson Unit, Evidence and Recovered Property Unit, Marine Unit or Mounted Unit shall be required to submit to a drug and alcohol test prior to appointment. Thereafter, all Officers assigned to such specialized divisions or Units shall be selected for random drug and alcohol testing from an eligibility pool consisting solely of Officers assigned to such specialized divisions or 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 anabolic 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:

		Initial	Confirmatory
		Substance	jTest LevelTest Level
		(ng/mL)(ng/mL)	
Anabolic Steroids	j		Any Presence
Amphetamines	\1000500		Any Presence
Barbiturates	j300200		
Benzodiazepines	300200		
Cocaine Metabolites	}300150		
Marijuana Metabolites	;5015		
MDA/MDMA	\250200		
Methadone	300200		

Substance	Test Level	Initial		Confirmatory
		(ng/mL)	(ng/mL)	
	Opiates	i	20002000	
Phencyclidine	'	2525		
Propoxyphene	j	300200		

2. During the term of this Agreement, the Department may add or remove additional substances to or from 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 with thirty (30) days' advance written notice and, upon request, meet with Unit 156 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 and 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.
3. 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.

James C. Franczek, Jr.

On Behalf of the City of Chicago

Marvin Gittler

On Behalf of Unit 156A-Sergeants On Behalf of Unit 156B-Lieutenants On Behalf of Unit 156C-Captains

Dated:

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

The parties agree that the health care benefit provided to officers 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 officers who retire on or after age fifty-five (55), subject to the following terms and conditions:

A. Health Care Benefits Upon Retirement

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

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

Officers 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 and 2013, the schedule shall be a filing deadline of October 1 with effective dates of retirement of November 1 through December 31 of the year in which the filing for retirement occurs.

Notwithstanding the following provisions applicable to retirements in 2014 and thereafter, eligible Lieutenants who provide written notice of retirement between February 1 and February 21, 2014, with an effective date of retirement at least fourteen (14) days after the notice of retirement and no later than March 31, 2014, may participate in this benefit without being required to contribute any portion of their annuity. Effective calendar year 2014, the effective date of retirement shall be July 1 through December 31, provided the officer files for retirement no later than May 31, 2014. Effective for calendar year 2015 and each year thereafter, the effective date of retirement shall be between May 1 through December 31, provided the officer 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, officers 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 officers 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.

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B. Payment of Final Compensation Upon Retirement

1. Legally Required Final Compensation

Upon retirement, the Employer shall pay to each eligible officer or his/her estate if necessary any compensation owed to such officer 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 officer. Any wage increases that are implemented during the term of the Agreement and that are effective prior to the officer'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 officer's accumulated non-FLSA compensatory time (if any) based on the officer's rate of pay in effect at the time of retirement. As part of the officer's legally required final compensation, the Employer will then pay to the officer 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 officer'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 officer's retirement, the Employer shall pay to the officer 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 officer 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 officer's retirement, the Employer shall pay to the officer 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 officer 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 officer's retirement, the Employer shall pay to the officer 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.

Dated:

Dated:

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Michael Ryan President
PB&PA Unit 156B - Lieutenants

Re: Section 20.13

The following will set forth our understandings with respect to Section 20.13 - Out of Area Details.

During our negotiations, both the Union and the Department expressed their concerns and goals with respect to details. The Union emphasized the inconvenience and disruption such details may pose for Lieutenants. The Department emphasized the operational need to be able to detail Lieutenants when circumstances require. The changes to Section 20.13 have been agreed to in the spirit of accommodating and furthering the parties' respective goals and concerns.

The parties acknowledge that the Department retains the sole and exclusive authority to determine

which District(s) shall supply the Lieutenant(s) for the detail. Once the Department has identified the District(s) which will supply the Lieutenant(s) for the detail, if the additional compensation provisions of Section 20.13 apply (e.g., District Oil is designated to provide a Lieutenant for detail to District 016), and provided the Department has more than twenty-four (24) hours' notice of the need for the detail, the Department shall select from among the Lieutenants (both Bid and Management) assigned to that District scheduled to work on the same day and watch for which the detail is needed, and the most senior of the Lieutenants shall have first option to accept the detail. "First option", in this context, means that the Department will attempt to contact the senior Lieutenant at the telephone number provided by the Lieutenant. If a message is left at the telephone number provided by the Lieutenant, the Department shall wait one (1) hour before contacting the next Lieutenant in that District. If the senior Lieutenant is not available, does not answer the telephone, etc., regardless of the reason, the Department is under no obligation to postpone contacting the next most senior Lieutenant. If the junior Lieutenant accepts the detail, the selection process is regarded as complete and the Department is under no obligation to select the more senior Lieutenant if he or she subsequently contacts the Department and expresses a willingness to accept the detail. In addition, the Department is not obligated to postpone making its selection. For example, if the Department has two weeks advance notice of the need for a detail that would trigger the additional compensation provisions of Section 20.13, it may initiate the selection process at any time.

The parties discussed the definition of "major unforeseen event." The parties agree that the definition is not limited to "emergencies" but encompasses events for which the Department may have had advance notice but which assume a character

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that was not anticipated. Among the examples discussed by the parties was the instance of a scheduled rally or protest march which attracts a significantly greater number of participants than the Department had anticipated, requiring marshaling of a larger response than had been planned by the Department.

The parties further discussed the proper application of Section 20.13 to Lieutenants assigned as the Community Policing Lieutenant. It is understood that a Management Lieutenant assigned as the Community Policing Lieutenant may be detailed according to Section 20.13 even if the detail is not for the purpose of performing Community Policing functions. In order for a Lieutenant assigned to the Community Policing Office to be exempt from the premium pay provisions of Section 20.13 under circumstances where premium compensation would otherwise be due, the detail in question must be for a CAPS-related function, such as a festival, parade, or similar event. If, however, the Lieutenant is detailed to function as a Field Lieutenant or Watch Operations Lieutenant and not for a CAPS-related event or purpose, then the proviso that Section 20.13 does not apply shall not be applicable with respect to that detail. Lieutenants will not be designated as Community Policing Lieutenants for the purpose of avoiding the premium pay provisions of Section 20.13.

Very truly yours.

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Franczek Radelet

Attorneys and Counselors

300 South Wacker Drive • Suite 3400 ! Chicago, IL 60606 Phone
312.986.0300 ' Fax 312.986,9192 franczek.com <<http://franczek.com>>

James C. Franczek, Jr. 312.786.6110
jcf@franczek.com
<<mailto:jcf@franczek.com>>

July 29, 2009 Mr. Marvin

Gittler
Asher, Gittler, Greenfield & D'Alba, Ltd. 200 West
Jackson Boulevard, Suite 1900 Chicago, Illinois 60606

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

Dear Mr. Gittler:

This letter confirms the parties' discussions during negotiations regarding a Lieutenant'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-Lieutenants.

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:

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Franczek Radelet

Attorneys and Counselors

300 South Wacker Drive : Suite 3400 ! Chicago, TL 60606 Phone 312.986.0300 Fax 312.986.9192 i franczek.com
<<http://franczek.com>>

James C. Franczek, Jr. 312.786.6110
jcf@franczek.com
<<mailto:jcf@franczek.com>>

July 29, 2009

Mr. Marvin Gittler

Asher, Gittler, Greenfield & D'Alba, Ltd. 200 West
Jackson Boulevard, Suite 1900 Chicago, Illinois 60606

Re: Implementation of CLEAR Grievance Management System

Dear Mr. Gittler:

This letter confirms the City'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-Lieutenants 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-Lieutenants 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.

Marvin Gittler

Franczek Radelet

Attorneys and Counselors

300 South Wacker Drive ; Suite 3400 I Chicago, IL 60606 Phone 312.986.0300 ; Fax 312.986.9192 : franczek.com
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James C. Franczek, Jr.
312.786.6110
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July 29, 2009

Mr. Marvin Gittler

Asher, Gittler, Greenfield & D'Alba, Ltd. 200 West
Jackson Boulevard, Suite 1900 Chicago, Illinois 60606

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

Dear Mr. Gittler:

This letter confirms the City'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-Lieutenants 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 City 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 City agrees to meet with Unit 156-Lieutenants 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:

Marvin Gittler

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Franczek Radelet

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July 29, 2009

Mr. Marvin Gittler

Asher, Gittler, Greenfield & D'Alba, Ltd. 200 West
Jackson Boulevard, Suite 1900 Chicago, Illinois 60606

Re: Implementation of CLEAR Bidding System Dear Mr. Gittler:

This letter confirms the City'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-Lieutenants 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-Lieutenants 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:

Marvin Gittler

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Franczek Radelet

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July 29, 2009

Mr. Marvin Gittler
Asher, Gittler, Greenfield & D'Alba, Ltd. 200 West
Jackson Boulevard, Suite 1900 Chicago, Illinois 60606

Re: Medical Services Section Physician Referral List

Dear Mr. Gittler:

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 Lieutenant 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 Lieutenant'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-Lieutenants 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:

Marvin Gittler

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Franczek Radelet

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July 29, 2009 Mr. Marvin

Gittler

Asher, Gittler, Greenfield & D'Alba, Ltd. 200 West
Jackson Boulevard, Suite 1900 Chicago, Illinois 60606

Re: Resignations and Retirements While Under Investigation

Dear Mr. Gittler:

This letter confirms the City's representations during negotiations regarding the credentials to be afforded to a Lieutenant 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 Lieutenant's personnel file should state that the Lieutenant 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 Lieutenant as a peace officer and/or the extent to which the Lieutenant has cooperated in the investigation both before and after his/her separation from employment. This same standard also governs whether the Lieutenant will receive full retirement credentials or any other post-employment honorary benefits and emoluments.

In the event that Unit 156-Lieutenants or the Lieutenant 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:

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Franczek Radelet

Attorneys and Counselors

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August 20, 2009

Mr. Marvin Gittler
Asher, Gittler, Greenfield & D'Alba, Ltd. 200 West
Jackson Boulevard, Suite 1900 Chicago, Illinois 60606

Re: Uniform Allowance

Dear Mr. Gittler:

This letter will confirm that the uniform allowance provisions in Section 21.3(B) are not intended and shall not be used to replace or offset any provisions of Section 21.3(A) in whole or in part.

Very truly yours,

James C. Franczek, Jr.

AGREED:

Marvin Gittler

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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 & Protective Association of Illinois, Unit 156-Lieutenants. The Mayor is

authorized to execute this agreement.

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