

***AGREEMENT***

**BETWEEN**

**THE CITY OF CHICAGO**

**AND THE**

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

**EFFECTIVE JANUARY 1, 1999 THROUGH JUNE 30, 2003**

Richard M. Daley  
Mayor

Terry G. Hillard  
Superintendent

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## **ARTICLE 1 PREAMBLE**

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

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and Unit 156-Sergeants, to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of Sergeants covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

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**

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

## **ARTICLE 3 UNION SECURITY**

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

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

B. Any present Sergeant who is not a member of Unit 156-Sergeants shall, as

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

### **Section 3.2 Dues Deduction**

A. With respect to any Sergeant on whose behalf the Employer receives written authorization in a form agreed upon by Unit 156-Sergeants and the Employer, the Employer shall deduct from the wages of the Sergeant the dues and/or financial obligations uniformly required and shall forward the full amount to Unit 156-Sergeants by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by Unit 156-Sergeants. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and Unit 156-Sergeants during the fifteen (15) day period prior to the expiration of this contract. The Employer will not similarly deduct the dues of any other organization as to Sergeants covered by this Agreement.

B. With respect to any Sergeant on whose behalf the Employer has not received a written authorization as provided for in 3.2A above, the Employer shall deduct from the wages of the Sergeant, the fair-share financial obligation (including any retroactive amount due and owing), and shall forward said amount to Unit 156-Sergeants by the 10th day of the month following the month in which the deduction is made, subject only to the following:

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

### **Section 3.3 Indemnity**

Unit 156-Sergeants shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notices, certification or assignment furnished under any of such 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 employees are members provided, however, that such employees 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 employees and Unit 156.

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

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

## **ARTICLE 4 MANAGEMENT RIGHTS**

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

- A. to determine the organization and operations of the Department of Police;
- B. to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;
- C. to set standards for the services to be offered to the public;
- D. to direct the Sergeants of the Department of Police, including the right to assign work and overtime;
- E. to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule Sergeants;
- F. to increase, reduce or change, modify or alter the composition and size of

the work force, including the right to relieve Sergeants from duties because of lack of work or funds or other proper reasons;

- G. to contract out work when essential in the exercise of police power;
- H. to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- I. to establish, modify, combine or abolish job positions and classifications;
- J. to add, delete or alter methods of operation, equipment or facilities;
- K. to determine the locations, methods, means, and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- L. to establish, implement and maintain an effective internal control program;
- M. to suspend, demote, discharge, or take other disciplinary action against Sergeants for just cause; and
- N. to add, delete or alter policies, procedures, rules and regulations.

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

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

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

## **ARTICLE 5 NO STRIKE**

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

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

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

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

### **Section 5.3 Union Liability**

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

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

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

**ARTICLE 6  
BILL OF RIGHTS**

**Section 6.1 Conduct of Disciplinary Investigation**

Whenever a Sergeant covered by this Agreement is the subject of a Disciplinary Investigation other than Summary Punishment, the interrogation will be conducted in the following manner:

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

B. The interrogation, depending upon the allegation, will normally take place at either the Sergeant's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.

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

D. Unless the Superintendent of Police 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 CR # was issued.

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

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

G. Immediately prior to the interrogation of a Sergeant under investigation, the Sergeant shall be informed in writing of the nature of the complaint and the names of all complainants.

H. The length of interrogation sessions will be reasonable, with reasonable



interruptions permitted for personal necessities, meals, telephone calls and rest.

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

J. A Sergeant under investigation will be provided with a copy of any written statement the Sergeant has made within twenty-four (24) hours of the time the statement was made.

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

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

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

## **Section 6.2 Witness Statements in Disciplinary Investigation(s)**

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

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

B. The interview, depending on the nature of the investigation, will normally take place at either the Sergeant's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.

C. Prior to an interview, the Sergeant being interviewed shall be informed of the

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

D. The Sergeant will be provided with a copy of any written statement he/she has made within twenty-four (24) hours of the time the statement was made.

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

F. This Section 6.2 shall not apply to: questions from a supervisor in the course of performing his/her normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports, except To-From-Subject Reports that relate to the Sergeant as a witness to a police-related shooting.

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

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

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

### **Section 6.4 Photo Dissemination**

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

## **Section 6.5 Compulsion of Testimony**

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

## **Section 6.6 Polygraph**

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

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

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

## **Section 6.7 Disclosure**

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

## **Section 6.8 Media Information Restrictions**

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

## **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:

1. reprimand;
2. excusing a member for a minimum of one (1) day to a maximum of three (3) days without pay.

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

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

## **ARTICLE 8 EMPLOYEE SECURITY**

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

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

### **Section 8.2 File Inspection**

The Employer's personnel files, disciplinary history files and completed inactive

investigative files, except for information which the Employer deems to be confidential, shall be open and available for inspection by the affected Sergeant during regular business hours.

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

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

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

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

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

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

Information relating to a "preventable" traffic accident involving a Department Vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such "preventable" traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening "preventable" traffic accident involving a Department Vehicle and if there is, the two-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 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 Grand Jury subpoena or other subpoena or process which would preclude disclosure), the Employer will promptly send a copy of such subpoena or process to the Sergeant whose records have been requested. However, failure to furnish such notice shall not in any way affect the validity of any disciplinary action or personnel action taken by the employer, provided that Unit 156-Sergeants will not be barred from asserting and does not waive any right(s) a Sergeant may have to inspect or to otherwise challenge the use of files under applicable rules, statutes or this Agreement including ARTICLE 8.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

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

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions. The separation of a Sergeant from service and suspensions in excess of thirty (30) days are cognizable only before the Police Board and shall not be cognizable under this procedure, provided, however, that the provisions of ARTICLE 17 shall be applicable to separations. The CRP process shall not be applicable to Sergeants covered by this Agreement.

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

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

A grievance may be initiated by Unit 156 or an aggrieved Sergeant. Any Sergeant shall have the right to present a grievance at any time, although it is understood that the Sergeant should attempt to satisfy his/her concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance may be filed in a form to be agreed upon between Unit 156 and Employer and shall be processed in accordance with this Agreement. Upon request, the grievant shall be represented by an appropriate Unit 156 representative, provided, however, the grievant Sergeant may have the grievance adjusted without a Unit 156 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 command officer in his/her chain-of-command. This attempt at resolution shall be made by the Sergeant within ten (10) of the Sergeant's working days following the events or circumstances giving rise to the grievance or where first known by the grievant, or forty

(40) days, whichever period is shorter. A Unit 156 representative may accompany the grievant if requested by the grievant. The superior shall give his/her decision to the grievant within ten (10) of the superior's working days of its presentation.

**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 filing a request for determination, with his/her written grievance attached, with Unit 156 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 shall then determine whether in its opinion a valid grievance exists. Unless Unit 156 elects to proceed, there shall be no further action taken under this procedure. If Unit 156 chooses to proceed, it may seek a resolution or adjustment of the grievance by presenting in person the written grievance to the MLAS within ten (10) days from the time Unit 156 receives the grievant's request. Following a hearing on the issue, a decision, in writing, shall be rendered 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 Sergeant is not scheduled to work, he/she shall be compensated for such time at the applicable rate provided for in this Agreement, provided a Sergeant shall not be compelled to attend a hearing on his/her regular day off without his/her consent.

**Step Three - Mediation:** If the response at Step Two is not satisfactory to the grievant and Unit 156, Unit 156 and the Management and Labor Affairs Section will meet for the purpose of mediation of the grievance. Either party may request the presence of a Mediator at such meeting, the selection of whom shall be mutually agreed upon. The mediation meeting shall be conducted no less than once each month, unless waived by mutual agreement, between a Unit 156 representative and a Department representative having authority to resolve the grievance. The parties shall split evenly the cost of the Mediator's expense and fees.

**Step Four - Arbitration:** Within thirty (30) days of the receipt of the Step Two decision, Unit 156 may, upon written request, 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 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 each shall alternately strike names from the panel. The remaining person shall be the Arbitrator; or

B. The Employer and Unit 156, 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, by mutual agreement, may submit the matter to expedited arbitration under rules in Appendix C.

Whenever discipline cases are processed pursuant to the parties' Expedited Arbitration Rules, the parties shall submit the cases to a screening process, and the arbitrator designated by the parties for the screening process shall issue a screening Advisory Report. This report shall be submitted to the parties and reviewed by them each month. The parties shall meet and discuss the recommendations contained in the screening Advisory Report for a minimum of two days each month, unless waived by mutual agreement. In the event the cases are not resolved based upon discussions of the parties, the arbitrator's screening recommendations will not be binding upon the parties. Any cases not resolved by the screening process shall be submitted to arbitration under the parties' expedited Arbitration Rules.

In all discipline cases, Department Complaint Register files shall be provided to Unit 156 promptly after request by Unit 156 or Unit 156 representatives who are sworn members of the Department, and these members shall be allowed to use Department copying equipment to copy the requested Complaint Register files, with appropriate supervision.

D. The parties shall develop a roster of 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 insure that such dates are not canceled.

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

#### **Section 9.4 Authority of the Arbitrator**

A. Except as specified in sub-section B below, 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 within thirty (30) days following the close



of hearing unless the parties agree to an extension thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented, and shall be final and binding upon the parties.

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

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

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

The fee 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 representative(s) and witness(es). 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 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 management. The time limits specified in this Article may be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.

## **ARTICLE 9A MEDICAL GRIEVANCES**

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

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

**Step One:** A Sergeant who wants to challenge the City'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 member was on authorized furlough during his/her involuntary placement, within thirty-five (35) calendar days of being placed on the medical roll or within thirty-five (35) calendar days of the Sergeant on furlough being notified of placement on the medical roll.

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

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

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

If the panel determines that the member 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 member was fit for duty and the member 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 City, Unit 156-Sergeants and the Sergeant.

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

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

**Step One:** Initiating a Medical Grievance. Grievances concerning the Benefits Management Office's denial of payment of medical and hospital bills will be filed with the Management and Labor Affairs Section within ten (10) working days following the events or circumstances giving rise to the grievance or when first reasonably known by the grievant.

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

**Step Two: Mediation of Medical Grievances.** At mediation, representatives of Unit 156-Sergeants, the Police Department, the Benefits Management Office and the Finance Committee of the City Council, 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 Section, the Committee on Finance, Benefits Management Office and Management & Labor Affairs Section. A release shall be required for production

of medical records. The relevant medical records shall include the Medical Administrator's determination of the grievant's status and the response to the grievance. The above records shall be submitted to Unit 156-Sergeants by the Department within forty-five (45) days of the Department's receipt of Unit 156-Sergeants' releases and mediation agenda, setting forth the grievants' names. Relevant records from the Medical Section, the Committee on Finance, the Benefits Management Office and Management & 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, explanation of benefits, and recommendation to and decision of the Benefits Committee regarding the claim. This definition of relevant records to be produced by the Benefits Management Office does not preclude Unit 156-Sergeants from subpoenaing additional relevant documentation in response to the scheduling of an arbitration of a grievance.

**Step Three: Arbitration.** If the grievance is not resolved at Step Two, Unit 156-Sergeants, upon written request within thirty (30) days of the date of mediation, may demand arbitration. The Mediator shall not be selected as the Arbitrator for the same case. The arbitration hearing shall be scheduled to commence within thirty (30) days of the selection of the Arbitrator unless the parties agree otherwise. Within ten (10) days of Unit-156 Sergeants' demand for arbitration, the Employer and Unit 156-Sergeants shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven 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 the Unit 156-Sergeants 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 Sergeants, and develop and apply equal employment practices.

#### **Section 10.2 Non-Discrimination**

The Employer shall not discriminate against Sergeants with regard to race, color, sex, religion, age, or national origin of the Sergeant nor shall the Employer discriminate against Sergeants as a result of membership in the PBPA. Nothing contained in this Agreement shall be deemed to preclude the mandatory retirement of any Sergeant upon or after the attainment of age 63. Sergeants shall not be transferred, assigned or reassigned for reasons prohibited by this Section 10.2.

### **Section 10.3 Religious Holiday Accommodation**

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

### **Section 10.4 Americans with Disabilities Act**

In the event the Employer shall be required to make a reasonable accommodation under the Americans with Disabilities Act to the disability of an applicant or incumbent Sergeant that may be in conflict with the right of a Sergeant under this Agreement, the Employer shall bring this matter to the attention of Unit 156. 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's (if any exists) obligations under the Americans with Disabilities Act and this Agreement, provided that no Sergeant shall be displaced by such decision.

## **ARTICLE 11 HOLIDAYS**

### **Section 11.1 Designated Holiday**

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

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	12 February
Washington's Birthday	Third Monday in February
Pulaski Day	First Monday in March
Community/Police Partnership Day	Last Saturday in April
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

## **Section 11.2 Compensation for Holidays**

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

- a. Employees who are required to work a regular tour of duty (eight hours) on a holiday will be credited with eight (8) hours of compensatory time and four (4) hours of compensatory time or additional pay, as the Sergeant elects.
- b. Employees whose regular day-off coincides with an established holiday will be credited with eight (8) hours of compensatory time.
- c. Employees whose regular day-off coincides with an established holiday, and who are required to work a regular tour of duty (eight (8) hours) on that holiday, will be credited with twenty (20) hours of compensatory time and four (4) hours of compensatory time or additional pay, as the Sergeant elects.
- d. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of ARTICLE 20, Hours and Overtime.
- e. Compensatory time will not be credited to an employee on a holiday if the employee is on the medical roll (excluding IOD), absent due to sickness, or death in family, on military leave, suspended, excused non-disciplinary, or on a leave of absence.

## **Section 11.3 Personal Day**

For each calendar year, Sergeants shall be entitled to receive, in addition to the days specified in Section 11.1, four (4) personal days. Sergeants shall not be required to work on a personal day provided that written notice of the personal day is given to the appropriate superior no later than ten (10) days prior to the personal day and that the granting of the personal day does not adversely affect Department operations. A holiday specified in Section 11.1 may not be selected as a personal day. Sergeants may elect to be paid for three (3) unused personal days per year in lieu of taking the time off. Where Sergeants elect such payment, the payment shall be made by April 1 of the following year. Sergeants may carry over two unused personal days for use in the following year.

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

## **Section 11.4 Special Compensation Time**

If, as a result of a declaration by the Mayor, all employees of the City of Chicago

except for police and fire department employees are given a day off or portion thereof with pay, then all Sergeants who are required to work during such excused time shall be given compensatory time off at 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 added and incorporated into Section 11.1 above and compensated for as provided in Section 11.2 above.

## **ARTICLE 12 MEDICAL AND DENTAL PLANS**

The Sergeants' and dependents' medical and dental plans are hereby incorporated in this Agreement as Appendices D, E, F, G, H, I, J.

The Employer shall make available to Sergeants covered under this Agreement and their eligible dependents copies of the Summary of Medical and Dental Plan Benefits booklets, the cost of such printing to be borne by the Employer.

A. 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 City without the agreement of Unit 156; however, any changes during the terms of this Agreement relating to health care (including, but not limited to, changes in employee contributions, deductible or out-of-pocket) agreed to with Lodge 7 and applicable to bargaining unit members represented by Lodge 7 or Fire Lieutenants represented by Local 2, shall be applicable to Sergeants covered by this Agreement. Any increases in deductible or out-of-pocket affecting the higher health care contribution band shall not exceed an increase in deductible or out-of-pocket for the lower health care contribution band.

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

whichever occurs first. After a Sergeant reaches the age for full Medicare eligibility, the Sergeant shall be covered under the medical program for annuitants provided the person pays the applicable contributions.

C. A Sergeant who retired or will retire, pursuant to the pension statute, between the period January 1, 1997 and the date of the ratification of this Agreement inclusive, and who was age 60 or over at the time of ratification will be entitled to the benefits of this Paragraph, provided the Sergeant notifies the City's Benefits Office, in writing, within forty-five (45) days after ratification of this Agreement. If such notice is given, benefits to the Sergeant and the Sergeant's eligible dependents will be effective on the first day of the following month.

## **ARTICLE 13 LAYOFFS - RE-EMPLOYMENT**

### **Section 13.1 Priority of Layoffs**

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

### **Section 13.2 Notice of Layoffs**

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

### **Section 13.3 Recall**

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



## **ARTICLE 14 BULLETIN BOARDS**

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

## **ARTICLE 15 SAFETY ISSUES**

### **Section 15.1 Cooperation**

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

### **Section 15.2 Safety Committee**

Unit 156-Sergeants and the Employer shall establish a Safety Committee composed of one sergeant, one lieutenant and one captain designated by Unit 156-Sergeants and up to three (3) members designated by the Employer. The Committee shall meet at least semi-annually unless waived by mutual agreement, or more frequently by mutual agreement, for the purpose of discussing and investigating safety and health issues relating to Sergeants and to recommend reasonable safety and health criteria relating to equipment and facilities. Formal recommendations of the Committee shall be submitted, in writing, to the Superintendent or his/her designee with a copy to Unit 156-Sergeants, but such recommendations shall not be binding upon the Employer or Unit 156-Sergeants. In addition to Committee recommendations, Unit 156-Sergeants may submit additional written recommendations to the Superintendent.

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

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

If the Superintendent or the Superintendent's designee disagrees with the

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

### **Section 15.3    Disabling Defects**

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

### **Section 15.4    Notices**

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

## **ARTICLE 16 SECONDARY EMPLOYMENT**

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

## **ARTICLE 17 UNIT 156 REPRESENTATIVES**

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

## **Section 17.1 Meeting Participation and Scheduling**

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

## **Section 17.2 Unit 156 Representatives**

For purposes of the administration and operation of Unit 156-Sergeants, and for the purpose of conducting union business for Unit 156-Sergeants, the Employer shall grant designated officers of Unit 156-Sergeants paid time off to be used in the manner determined by the Unit 156-Sergeants. During such paid time off, the Employer shall continue to pay Sergeants all salary and maintain all benefits, including pension contributions and seniority accruals, as if the Sergeant were on-duty with the Employer; provided that the Union reimburses the City an amount equal to the paid time off for said salary and benefits. Paid time off shall include, effective upon the execution of this Agreement to and including June 30, 2001, two (2) Sergeants and an additional 400 hours per year; effective July 1, 2001, one Sergeant and 400 hours per year, provided that one additional Sergeant may be granted the time off upon the request of the Union and with the agreement of the Department, which agreement shall not be unreasonably withheld.

## **Section 17.3 Attendance at Unit 156 Meetings**

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

## **Section 17.4 Grievance Processing**

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

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

A. Subject to staffing needs, a maximum of three (3) appointed or elected delegates will be permitted to attend state and national conferences of the PB&PA and NAPO. 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 three (3) appointed or elected delegates of Unit 156-Sergeants will be permitted to attend state and national conventions of the PB&PA and NAPO 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 Negotiating Team**

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

### **Section 17.7 Unit 156 Activity**

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

## **ARTICLE 18 DISABILITY INCOME**

### **Section 18.1 I.O.D.**

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

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

- A. The Sergeant must exhaust all furlough, personal days, baby furlough days, and accumulated compensatory time;
- B. Such non-paid leave shall continue for no more than three (3) months, plus an extension of no more than three (3) months, and shall not be granted or extended unless the Employer determines that the Sergeant is likely to return to duty within the period of the leave or extension thereof; and
- C. Such non-paid leave shall be subject to Section 23.1.B. herein, and shall not be deemed duty disability leave.

### **Section 18.2 Non-I.O.D.**

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

### **Section 18.3 Certification**

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

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

In order to enable Sergeants applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such Sergeants in advance of the records needed and other requirements they must meet in order to permit such return. The Employer must consider medical records and reports from legally-qualified practitioners of the healing arts acting within the scope of their license, including,

but not limited to, chiropractors, in its determination of whether a Sergeant is fit to return to duty.

If the Employer requires and specifies certain additional medical tests to be performed and passed as a condition of the Sergeant's return and said tests were not, and are not normally, performed in the normal course of appropriate medical treatment for the illness or injury involved, then the Employer shall, at its option, either provide the test, or reimburse the Sergeant for the cost of both the test and any required record thereof to the extent that such cost is not covered by insurance.

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

### **Section 18.5 Advisory Committee**

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

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

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

## **ARTICLE 19 BEREAVEMENT LEAVE**

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

The Employer agrees to provide to Sergeants leave without loss of pay, as the result of 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, immediately following the death of a member of the immediate family.

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

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

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

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

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

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

Where a Sergeant is entitled to bereavement leave pursuant to Section 19.1 above, and where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the Sergeant shall be entitled to a maximum of five (5) consecutive days. For purposes of this Section, those states contiguous to the State of 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 (40 hours) shall be compensated as provided in this Article and Section 20.2. The normal work period shall be 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 normal work week but less than 171 for a 28-day work period, the overtime rate will be calculated on the Sergeant's base salary only; for hours in excess of 171 in a 28-day period, the overtime rate will be calculated in accord with the FLSA. Overtime will accrue in 15-minute increments once Sergeants work at least eight (8) minutes in a 15-minute period.

The Sergeant shall have the option of electing pay or compensatory time for approved overtime hours worked, provided that Sergeants may accumulate up to a maximum of 480 hours compensatory time as a result of earned overtime for hours worked in excess of 171 per 28-day work period.

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

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

### **Section 20.4 Call Back/Reporting on RDO**

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

### **Section 20.5 Court Time**

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

Sergeants required to attend authorized court or authorized pre-trial conferences within one (1) hour immediately preceding their normal tour of duty will be compensated at the overtime rate for one (1) hour. Sergeants required to attend authorized court or authorized pre-trial conferences commencing during their tour of duty and extending beyond the normal end of the tour of duty, or commencing at the same time as their tour of duty ends, 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 court or at conclusion of the pre-trial conference.

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

### **Section 20.6 Stand-by**

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

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

Days off assigned on "change day" shall remain unchanged for the duration of each 28-day police period, except for:

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

The Employer's right to assign Sergeants for duty while on regular day-off status is

unrestricted and unchallenged, provided however, that in each such event, the Employer will pay the Sergeant so assigned the premium time under Section 20.2 of this Agreement.

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

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

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

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

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

1. for four (4) hours worked, the Sergeant will be credited with eight (8) hours of regular pay;
2. for more than four (4) hours worked, the Sergeant shall be credited at the rate of time-and-one-half for hours worked over four (4) on the first watch in addition to the eight (8) hours 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 occurs as a result of the Sergeant's request.

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

### **Section 20.10 Rank Credit**

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

### **Section 20.11 Duty Availability Allowance**

- A. Effective on the following date, all Sergeants shall be paid the following

quarterly payments:

<u>Effective Date</u>	<u>Per Quarter</u>
January 1, 1999	\$555.00

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

### **Section 20.12 Change of Schedule**

The Employer's right to assign Sergeants at any time and at different times during each 28-day police period remains unrestricted and unchallenged. Watch assignment 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 28-day police period, except for:

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

However, starting times may be adjusted by the Employer (1) plus or minus 3 hours from the designated starting time; or (2) for up to 7 hours within the Sergeant's assigned watch for circumstances not known to the employer 48 hours prior to the start of the police period.

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

This Section does not apply to a condition where the Superintendent of Police and

the Mayor have determined, in writing, that a serious emergency condition exists or to Sergeants assigned to duties which by their very nature require changes in starting times, including: personnel working in the Office of the Superintendent, working in the Patrol Division who are assigned to District Tactical Teams, District Gang Tactical Teams, First and Eighteenth District Foot Patrol, Business Liaison Sergeant, Patrol Division Administration, the Detail Unit, the Labor Relations Section, the Mounted Unit and the Special Operations Section, Internal Affairs Division, Bureau of Staff Services, Personnel Division Personnel Investigations Section, Summer Mobile Force, Organized Crime Division, Special Events Unit, Detached Services Unit, Operational Services Administration, Youth Group Special Investigations Unit, Auto Theft Special Investigative and Stripping Teams, Central Investigation Unit, Detective Division Mission Teams and Sergeants assigned to dignitary protection duties as part of their regular duties, or temporary replacements therefor, excluding Sergeants assigned to visiting dignitaries. Due to the particular scheduling requirements for Sergeants assigned to the School Patrol Unit, no additional compensation shall be paid to any such Sergeant who is reassigned (including reassignment to a different watch) during any police period which includes the end of the school year or the start of the school year.

## **ARTICLE 21 UNIFORMS**

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

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

Beginning in 1999, each Sergeant shall receive a uniform allowance of \$1,200.00 per year, payable in three (3) installments of \$300.00 on February 1 and August 1, and \$600.00 on December 1.

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

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

## **ARTICLE 22 INDEMNIFICATION**

### **Section 22.1 Employer Responsibility**

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

### **Section 22.2 Legal Representation**

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

### **Section 22.3 Cooperation**

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

### **Section 22.4 Applicability**

The Employer will provide the protections set forth in Sections 22.1 and 22.2 above so long as the Sergeant is acting within the scope of his/her employment and where the Sergeant cooperates, as defined in Section 22.3, with the City of Chicago 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, hearing shall commence within thirty (30) days of the selection of the Arbitrator, and the Arbitrator shall issue his/her award, in writing, within fifteen (15) days following the close of the hearing; the full written decision of the Arbitrator may be issued within thirty (30) days of the close of the hearing.

## **ARTICLE 23 SENIORITY**

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

A. Seniority shall be defined as a Sergeant's continuous length of service in rank, subject to sub-section B. below.

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

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

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

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

1. Resignation;
2. Separation (discharge);
3. Retirement;
4. Unauthorized absence for four (4) consecutive working days without notice to the Employer;
5. If laid off, failure to report fit for duty within thirty-one (31) days of delivery of written notification of recall to the Sergeant's last known address, which notification shall be simultaneously provided to Unit 156;

6. Failure to report fit for duty upon termination of the authorized leave of absence;

7. On layoff list for five (5) years.

### **Section 23.2 Furlough Scheduling**

In units in which there are two or more sergeants assigned to each watch, following the annual watch selection, a sergeant shall select his furlough by seniority on the watch within the unit of assignment, or if detailed for 28 days or more prior to the date selection begins, within the unit of detail on the basis of seniority on the watch. In units in which there are less than two sergeants assigned to each watch, a sergeant shall select his furlough by seniority within rank within the unit of assignment, or if detailed for 28 days or more prior to the date selection begins, within the unit of detail on the basis of seniority in rank. District tactical and district gang tactical sergeants shall be deemed a separate watch for purposes of this Section.

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

A full furlough will commence on the 1st day of a police period. A split furlough will commence on either the 1st or the 15th day of a police period.

Compensatory time furloughs will not be scheduled for sergeants who split their annual furloughs; however, such sergeants shall be allowed to take a compensatory time furlough by utilizing elective time between regularly scheduled weekends off, subject to manpower requirements.

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

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

The day off group of a sergeant on furlough (full or split) will not be changed during

the remainder of the week in which the sergeant is scheduled to return, unless a sergeant who is required to work on his scheduled day(s) off during that week is compensated by the payment of premium benefits under Article 20 for all hours worked on his scheduled day off.

Sergeants who elect to split their annual furloughs into two segments or take a full annual furlough will, if they so desire and at their option, be returned to the day off group they were in at the time of their furlough or furlough segments were selected. Affected sergeants who desire to be returned to the day off group they were in at the time they scheduled their furlough will notify their unit commanding officer, in writing, two (2) weeks prior to the beginning of the furlough or furlough segment if their day off group 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.

### **Section 23.3 Seniority List**

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

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

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

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

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.

Authorized requests for other days off shall be in accord 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.



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.

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

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

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

The Employer will designate the rank, watch, unit(s) and day off group(s) which will have days off canceled. In those units which have been designated to provide personnel, seniority will be the determinative factor in the selection of officers required to work their regular days off, provided that the officer to be selected possesses the necessary skill or special qualifications to perform the duties required. The Employer shall first seek volunteers on the basis of seniority from among those officers in said unit. If there are insufficient volunteers, the Employer shall select officers 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, tactical, gang tactical, or neighborhood relations unit.

### **Section 23.7 Holiday Assignment**

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

For the purpose of this section, a unit may be defined as a bureau, division, area, district, group, section, watch, tactical, gang tactical, or neighborhood relations unit.

## **ARTICLE 24 EDUCATIONAL REIMBURSEMENT**

Employer agrees to provide tuition reimbursement to Sergeants for extra-departmental 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 toward a college or university degree must grant college level credit.

4. Each course must be taken through an accredited college or university.

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

C. Reimbursement will be granted on the following basis:

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

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

E. Reimbursement will not be granted to the extent:

1. Tuition costs are covered by Veteran's Administration or other funds, or

2. The program in which the Sergeant is enrolled is reimbursable through a federal grant-in-aid program for which the Sergeant is eligible.

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

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

H. In the event a Sergeant commences an undergraduate or graduate degree (including a law degree) program after January 1, 1997 and obtains an undergraduate or

graduate degree with the assistance of the tuition reimbursement program, and the Sergeant, within one (1) year of obtaining such degree, voluntarily resigns from the Department, all tuition costs (100%) reimbursed to the Sergeant by the Employer for obtaining such degree shall be repaid to the Employer. If the Sergeant voluntarily resigns after one (1) year but less than two (2) years after obtaining the degree, the Sergeant shall repay one-half (50%) of the tuition reimbursement to the Employer. If the Sergeant does not complete the degree program and voluntarily resigns from the Department, the Sergeant shall repay 100% of all tuition reimbursement received for any course completed within two (2) years of such resignation. Sergeants receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph.

The provision shall not apply to reimbursement under sub-Section G of this Article, nor shall this provision apply to Sergeants who resign from the Department for the purpose of accepting employment within another City of Chicago Department.

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

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

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

The Employer agrees to provide \$20,000 life insurance benefit at no cost to each Sergeant; and AD&D to be increased to \$2,000 effective January 1, 1999. Sergeants must complete a City of Chicago Group Term Life Insurance enrollment formset including the employee beneficiary section of the formset in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the Sergeant to complete the enrollment formset will result in termination of the Sergeant's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for Sergeants to purchase optional Group Term Life Insurance and Universal Life Insurance in addition to basic Group Term Life Insurance coverage provided above at nominal additional cost to the Sergeant. Sergeants will be permitted to purchase any amount of optional insurance coverage in \$1,000 multiples up to an amount equal to their annual salary rounded up to next multiple of \$1,000. The optional Group Term Life Insurance shall continue to be provided Sergeants at the Employer's then current cost.

## **ARTICLE 25A OPTICAL COVERAGE**

The Employer shall provide all Sergeants and each of their dependents with an optical plan, the cost to be borne by the Employer. Each year, for each Sergeant and for each dependent, the Plan shall provide payment, with no deductible provision, in accord with the following schedule: for optical examination, \$25.00; for corrective lenses, \$15.00 for each lens; or, for bifocal lenses, \$20.00 for each lens; or for trifocal lenses, \$30.00 for each lens; and, when necessary for eyeglass frames, \$30.00 per pair; or, for contact lenses. \$25.00 for each lens.

## **ARTICLE 25B MEDICAL PROVISIONS**

### **Section 25B.1 — Ambulance Fees**

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

### **Section 25B.2 — Labor Management Committee on Health Care**

One representative from Unit 156-Sergeants shall be added to the “Labor Management Committee on Health Care.” The Committee shall meet not less than once each calendar quarter.

The purpose of the Committee shall be to monitor the performance of the City’s health care plan and to discuss ways to improve plan operation and administration on an on-going basis including such items as:

- the prescription drug plan provider network and the mail order program;
- carve-outs for administrative efficiency and benefit efficiency;
- revisions to the list of providers participating in the hospital PPO;
- revisions to the list of providers participating in the physician PPO.

This Committee is advisory only. It is intended to promote collaboration and discussion over the efficient and cost-effective operation of the benefit plan. It in no way diminishes the right regarding the benefit plan contained in any collective bargaining agreement nor does it in any way diminish the responsibilities, rights and prerogatives of the City regarding the administration of the plan.

The size and composition of this Committee may be increased upon agreement of

the parties.

## **ARTICLE 26 WAGES**

### **Section 26.1 Salary Schedule**

A. During the term of this Agreement, the Sergeants covered by this Agreement shall receive the following percentage increases in the base wages (or basic salary) subject to the provisions of Section 26.1.B. below, whichever is greater:

Effective January 1, 1999 - 2.25% increase  
Effective July 1, 1999 - 1.0 % increase  
Effective January 1, 2000 - 1.5% increase  
Effective January 1, 2001 - 1.5% increase  
Effective January 1, 2002 - 1.5% increase  
Effective January 1, 2003 - 1.5% increase

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

### **Section 26.2 Quarterly Differential**

A. Sergeants shall be paid pursuant to the Quarterly Differential Schedule attached hereto and made a part hereof (Appendix M).

B. Effective January 1, 1999 and subsequent years, the quarterly differential shall be increased by the same percent increase as the base salary.

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

Any Sergeant covered by this Agreement who is directed to perform substantially all of the duties and assumes substantially all the responsibilities of a Lieutenant (D-4), shall be paid at the D-4 rate for the hours worked as the D-4.

### **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: (1) payment of wages provided herein shall be due and payable to a Sergeant no later than the 1<sup>st</sup> and 16<sup>th</sup> of each month, and (2) holiday premium pay shall be due and payable to the Sergeant no later than the 22<sup>nd</sup> day of the month following the month in which the holiday premium was earned, (3) other premium pay shall be payable to the Sergeant no later than the last day of the period following the period in which the premium work was performed. The Employer shall not change pay days except after notice to, and, if requested by Unit 156-Sergeants, negotiating with Unit 156-Sergeants. "Negotiating" for the purpose of this Section, shall mean as it is defined in Section 8(d) of the National Labor Relations Act.

### **Section 26.5 Payment of Time**

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

## **ARTICLE 27 RESIDENCY**

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

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

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

This Agreement shall be effective from January 1, 1999 and shall remain in full force and effect until June 30, 2003. 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, 2003 and no later than March 1, 2003. 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 Procedure 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 the Unit 156-Sergeants' membership with the recommendation of the Executive Board for ratification.
2. Within ten (10) days after such ratification by the Unit 156-Sergeants' membership, the Agreement will be submitted to the City Council of the City of Chicago, with the Superintendent of Police and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and the Unit 156-Sergeants shall cooperate to secure this legislative approval.
3. In the event the City Council should reject the recommended Agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the 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. of this Article 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 contract is submitted to it.

B. If 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 person arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties.
2. A Dispute Resolution Board shall be convened and shall be composed of three persons: one appointed by the Employer,

one appointed by the Unit 156-Sergeants and one impartial member to be mutually selected and agreed upon by the Employer and the Unit 156-Sergeants. If, after a period of five (5) days from the date of the appointment of the two 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 members of said service from which the remaining Board member shall be selected. The Association shall be advised that the eligibility 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; United States 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 sub-section 28.3.B.5, below. Upon mutual written agreement of the Employer and the Unit 156-Sergeants, the parties' right to appoint any Board members other than the impartial member may be mutually waived.

3. The list shall be immediately published and the representative appointed by the Employer shall, within five (5) days after publication of said list, eliminate three (3) names from the list. Within two (2) days after such elimination, the representative appointed by the PBPA shall eliminate three (3) names from the list. The remaining individual, plus the individual appointed by the Employer and the individual appointed by the Unit 156-Sergeants, shall compose the Dispute Resolution Board.
4. The member of the Dispute Resolution Board selected, pursuant to sub-section 28.3.B.3 above, 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 the Unit 156-Sergeants shall each pay 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 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 Dispute Resolution Board within ten (10) days after his/her appointment and/or selection; and 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 the Unit 156-Sergeants and the Board member appointed by the Employer.

6. The Employer and the Unit 156-Sergeants shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of, or in addition to, such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman of the Board shall have the authority as necessary to maintain decorum and order and may direct, (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public and the parties understand and agree that the provisions of 5 ILCS 120/1 et seq. are not applicable. If, in the opinion of the impartial member of the Board, it would be appropriate to meet with either the Employer or Unit 156-Sergeants for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.
7. The compensation, if any, of the representatives appointed by the Unit 156-Sergeants shall be paid by Unit 156-Sergeants. The compensation of the representative appointed by the Employer shall be paid by the Employer.
8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.
9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the 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 Council ratification and adoption

in ordinance form of the agreement; except, however, that the terms of this Agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this Agreement is terminated pursuant to sub-paragraph 28.3.B.9.

11. As permitted by 5 ILCS 315/14(p), the impasse resolution procedure set forth herein above 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: Sub-sections (h), (i), (k) and (m).

**ARTICLE 29  
BABY FURLOUGH DAYS**

**Section 29.1 Number of Baby Furlough Days**

Sergeants with the following years of service as determined by the Sergeant's continuous service date shall receive the following number of Baby Furlough Days (BFD) (eight (8) hours for each BFD) for each calendar year:

<u>Years of Service</u>	<u>Baby Furlough Days</u>
15 or more	6
10 but less than 15	5
5 but less than 10	4

**Section 29.2 Carryover of Baby Furlough Days**

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

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

Any BFD not used in a calendar year shall be paid to the eligible Sergeant in the following calendar year, except as provided for in Section 29.2 above. Payment shall be based upon the salary schedule in effect at the time of payment. Payment shall be made by April 1 for BFD's not used in the preceding calendar year.

**ARTICLE 29A  
FURLOUGHS**

**Section 29A.1 Annual Furlough**

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

**Section 29A.2 Furlough Days**

Effective January 1, 1999 and thereafter, Sergeants with the following years of service shall receive the following number of furlough (vacation) days:

<u>Years of Service</u>	<u>Furlough Days</u>
5 but less than 10 years	24 Straight Days
10 years or more	25 Working Days

**Section 29A.3 Furlough Selection**

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

**Section 29A.4 Furlough Extension**

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

## **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 shall be promptly notified of all personal leaves of absence and extensions thereof taken by Sergeants covered by this Agreement, provided that no benefit regarding personal leaves of absence now enjoyed shall be diminished, modified or eliminated unless otherwise provided for in this Agreement.

### **Section 30.2 Military Leave**

Any Sergeant who is a member of a reserve force or a national guard of the United States or of the State of Illinois, and who is ordered by appropriate authorities to attend a training program or to perform other duties under the supervision of the United States or the State of Illinois, shall be granted 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 the National Guard. Sergeants hired after January 1, 1997 shall deposit their military pay with the City Comptroller for all days compensated by the City of Chicago.

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

Sergeants who have worked 1,250 hours in the preceding 12-month period shall thereafter be entitled to Family Medical Leave (12) work weeks during any (12) months for the following reasons:

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

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

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

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

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

## **ARTICLE 31 UNIT BENEFITS**

### **Section 31.1 Information Exchange**

A. The Department will provide Unit 156-Sergeants with a copy of all General Orders, Department Special Orders, Department Notices, Bureau of Operational Services Special Orders and Patrol Division Special Orders, and all facsimile messages relating to or amending the aforementioned.

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

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

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

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

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

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

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

### **Section 31.3 Lockers**

The Employer will attempt to provide each Sergeant with a Department locker at his/her unit of assignment, subject to the rules and regulations of the Department with respect to such use. Sergeants shall have a priority in locker assignments over subordinate ranks. This Section may not be grieved beyond Step 2.

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

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

- a. Sergeants will continue to receive the one-half (½) hour per day rank credit which they currently receive.
- b. Sergeants will continue to receive the Quarterly Differential check which they currently receive.
- 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 cost of optional insurance and optional disability insurance
- m. One-half hour lunch period during the tour of duty
- n. Pension benefits as provided by statute.

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

### **Section 31.5 Unit Benefits**

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

#### **Holidays**

- Holidays
- Compensation
- Personal Day
- Special Compensation Time
- Holiday Declaration

#### **Bereavement Leave**

- Death in Family
- Definition of Family
- Extended Bereavement

#### **Hours & Overtime**

- Work Week/Work Period
- Compensation for Overtime
- Sixth & Seventh Day
- Call Back/Reporting on Regular Day Off
- Court Time
- Stand By
- Day Off Changes
- Accumulation of Comp Time
- Back-to-Back Shifts
- Duty Availability

**Uniform Allowance**

**Indemnification**

**Educational Reimbursement**

**Life Insurance**

**Optical Coverage**

**Medical Provisions**

- Disability Income and Practices

**Wages**

- Wages
- Work Out-of-Grade
- Payment of Wages
- Payment of Time

**Baby Furlough/Furlough Days**

- Number of BFD
- Carryover of BFD
- Compensation for Unused BFD
- Furlough Days

**Personal Leaves**

- Military Leaves
- Family Medical Leave

**Maintenance of Benefits**

**ARTICLE 32**

**WATCH/DISTRICT/UNIT SELECTION**

**A. Watch Selection for District Law Enforcement**

Sergeants assigned to District Law Enforcement shall be eligible to participate in the following process:



1. During the month of October each year, the Employer shall determine and post the number of Sergeant District watch positions to be assigned to each watch.

2. In November of each year, Sergeants may submit to their District Commander a watch preference report, indicating their first and second preferences for watch assignment.

3. The Tactical, Gang Tactical, Neighborhood Relations, Foot and Business Liaison Sergeant positions shall be filled at the Employer's discretion.

4. Eligible Sergeants shall bid based on time in rank for steady watch, as follows:

a. Effective within sixty (60) days of the ratification of this Agreement, and provided the Agreement is ratified no later than 07-01-99, four (4) Sergeant watch assignments per watch shall be filled by bid; all other watch assignments shall be filled at the Employer's discretion.

b. Effective for the year 2000, four (4) Sergeant watch assignments per watch shall be filled by bid; all other watch assignments shall be filled at the Employer's discretion;

c. Effective for the year 2001 and thereafter, five (5) Sergeant watch assignments per watch shall be filled by bid; all other watch assignments shall be filled at the Employer's discretion.

5. Watch selections by successful bidders shall not be changed without the consent of the Sergeant, except (a) in the event of an emergency, for the duration of that emergency; (b) for Sergeants identified as Personnel concerns; (c) for Sergeants in limited and convalescent duty for the duration of that status; or (d) for Sergeants who have been relieved of their police powers.

6. Within ten (10) days of the completion of the annual selection of watch assignments for Sergeants, the Employer shall provide Unit 156 with a list of the Sergeants assigned to each watch and a list of successful bidders by watch.

#### **B. Procedures for Filling Vacant Sergeant District Watch Assignments by Bid**

Vacancies occurring after the November selection process shall be filled in accord with the provisions of sub-sections 1 and 2 below by seniority if the previous incumbent held the position by seniority bid.

**1. Intra-District Procedures for Filling Vacant Sergeant Watch Assignments by Bid**

If and when the Employer decides to fill a recognized watch vacancy, the recognized vacancy shall be posted within the District and remain posted for ninety-six (96) hours. A copy of such posting shall be given to Unit 156-Sergeants. The Employer shall respond to the successful bidder and Unit 156-Sergeants no later than forty-eight (48) hours after the expiration of the ninety-six (96) hour bid time frame. If no Sergeant assigned to the District bids for the vacancy, the Employer may proceed as set forth in sub-paragraph 2 below, "City-Wide Procedures for Filling Vacant Sergeant District Watch Assignments by Bid." During the bidding and selection process, the Employer may temporarily fill the vacant Sergeant watch assignment. If there are two or more declared vacancies on a watch, a bid vacancy will be filled prior to a discretionary vacancy.

A vacancy created as a result of a successful bid may be recognized as a vacancy and, if so, will be bid City-wide.

**2. City-Wide Procedures for Filling Vacant Sergeant District Watch Assignments by Bid**

The Employer shall post a list of Sergeant District watch vacancies, if any, at least ten (10) days before the start of the 28-day police period. A copy of such posting shall be given to Unit 156-Sergeants. For seventy-two (72) hours from the time the list is posted, Sergeants may bid on a vacancy, in writing, on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer, one copy shall be forwarded to Unit 156-Sergeants, and one copy shall be retained by the Sergeant. The Employer shall respond to the successful bidder and Unit 156 no later than three (3) days prior to the change day for the new 28-day period. A successful bidder may not bid for another City-wide vacancy for one year.

3. When there are not qualified bidders and the Employer elects to fill the vacancy, the Employer may either promote, provided an eligibility list exists, or fill the vacancy at its discretion, provided that such discretion shall not be exercised for punitive reasons.

4. Temporary vacancies for purposes of relief (e.g. vacation, medical, suspension, detail) shall be no longer than the duration of the temporary vacancies. Temporary vacancies and details will not be used to circumvent a vacancy that is required to be filled by seniority bid in accord with this Article.

5. The annual furlough selection shall be in accordance with ARTICLE 23.2.

### **C. Dispute Resolution**

In the event the parties are unable to resolve disputes regarding the terms of Section A of this Article, then either party may invoke expedited arbitration in accordance with the following procedure, and the arbitration hearing shall commence within thirty (30) days of the demand for expedited arbitration unless the parties otherwise agree.

1. The parties shall mutually select an Arbitrator from among three arbitrators whose names shall be agreed upon by representatives of the PBPA and the Department. If the parties cannot mutually agree, the Arbitrator selected shall be the one who will provide the parties with the earliest available hearing date for an expedited arbitration hearing;

2. Recognizing that the parties have agreed to the steady watch and bid concept and the selection process therefore, the jurisdiction of the Arbitrator is for the purpose of addressing problems that may arise which unreasonably interfere with the effective performance of the Department's mission;

3. The Arbitrator shall render a decision within seventy-two (72) hours of the close of the hearing, or such other time upon which the parties mutually agree.

### **D. Watch Oversight Committee**

Effective on the effective date of this Agreement, there shall be established a Joint Labor Management Watch Oversight Committee consisting of three (3) members selected by the PBPA Unit 156-Sergeants and three (3) members selected by the Superintendent. The Committee shall meet within three (3) working days of a request by either party for the purpose of discussing issues related to the terms of this Article.

The Committee may make recommendations to the Superintendent and to the PBPA, but shall not have the authority to modify any express provision of this Agreement. Any such modification shall require the written agreement of the Superintendent and the PBPA.

### **E. Sergeant's Unit Selection**

1. Annually, between November 01 and November 30, a Sergeant may submit a PAR form stating up to two (2) preferences for a unit assignment for the following year. The Sergeant may attach a one-page resume to the PAR form.

2. The Unit Commander will consider a Sergeant's declared preference for a unit when a vacancy is declared in such unit except for those vacancies filled according to Article 32 B., 2. The Unit Commander is under no obligation to select the Sergeant. The PBPA-Sergeants 156 will be advised of the Sergeants who have been selected to fill unit vacancies.

**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 other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**In Witness Whereof**, the parties hereto affix their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

For the City of Chicago, an  
Illinois Municipal Corporation

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

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Richard M. Daley, Mayor

\_\_\_\_\_, President  
Chicago Police Sergeants' Association

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Terry G. Hillard, Superintendent of Police

## **APPENDIX A SERGEANTS**

### **CONFIDENTIAL POSITIONS:**

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

### **MANAGERIAL POSITIONS:**

One Sergeant position in the Random Drug Testing Unit; three Sergeant positions within the Office of the Chief of Detectives Administration Unit.

**APPENDIX B**

**NOTICE TO SUPERVISORS REGARDING  
PROGRESSIVE DISCIPLINE**

Supervisors, including Commanders, retain the flexibility, authority and discretion where circumstances warrant to issue reprimands to offending officers for infractions. Second or even repeated infractions of minor rules may, but do not always, require increased punishment (particularly including 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.

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Terry G. Hillard  
Superintendent of Police

Acknowledged:

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PBPA-Unit 156 Sergeants

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

## **APPENDIX C EXPEDITED ARBITRATION RULES**

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

B. 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.

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

D. Five or six Arbitrators constituting an "expedited" panel will be selected from the existing panel. The "expedited" panel will be reviewed every six 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.

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

F. The parties will attempt to schedule at least two 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.

G. Arbitrators will receive all grievance documents and relevant documents from the C.R. file at least one week prior to the hearing, at the discretion of the Arbitrator.

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

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

J. Hearings will be scheduled alternately at City and Union locations.

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

L. The hearings shall be informal. The Arbitrator shall assist the parties in



ensuring that there is a complete record.

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

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

O. 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.

P. 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.

Q. 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, and shall include a brief written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.

## **APPENDIX D DENTAL PLAN**

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

## **APPENDIX E NETWORK CHANGES**

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

1. PBPA Unit 156-Sergeants shall be notified in writing of the intent to change at least ninety (90) days prior to the proposed change where circumstances are within the City's control. In all other cases, the City 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:
  - a. The affected institutions.
  - b. The precise reason(s) the action is being contemplated.
  - c. The numbers of covered participants (employee 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 City shall meet within seven (7) calendar days of a request from the Unit 156-Sergeants to discuss the proposed change, shall provide all additional relevant information which is reasonably available, and shall be responsible for such notices to participants as may be reasonably demanded by the Unit 156-Sergeants. In the event the parties are unable to resolve a dispute within seven (7) calendar days of the first meeting or such other time as may be mutually agreed upon, the dispute shall be submitted to arbitration pursuant to Section 9A.2, Step Three within ten (10) days, and both parties shall cooperate to expedite the proceedings.

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

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

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

- A. 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.
  
- B. Care ordered by a physician which, after review by the Utilization Review vendor, is:
  - 1. medically necessary; and
  
  - 2. only available at a non-network hospital, or the proposed treatment is performed so infrequently in-network that direction to a non-network hospital is medically appropriate; or
  
  - 3. 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
  
  - 4. care rendered beyond a 50-mile radius (from any network hospital) where participant is domiciled or stationed.

This information is also contained in the Employee Benefit Handbook.

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

Effective January 1, 1999 – all rates increase by the following schedule:

<u>Annual Salary</u>	<u>Single</u>	<u>Employee+1</u>	<u>Family</u>
Up to \$30,000	\$12.50	\$19.00	\$22.00
\$30,001-60,000	\$15.50	\$28.00	\$35.00
over \$60,000	\$27.50	\$50.00	\$56.00

**APPENDIX H**  
**PRESCRIPTION DRUGS**  
**Effective January 1, 1997**

**RETAIL DRUGS**

A. For drugs on the City's Preferred Drug List, co-payments for up to the lesser of a 34-day supply or 100 units are, as follows:

1. \$6.00 for generic drugs and brand name drugs for which there is no generic equivalent; and
2. \$6.00 plus the difference between the price of the brand name drug and the generic drug for brand name drugs for which there is a generic equivalent.

Said co-payments will be \$7.00 effective January 1, 1998 and \$8.00 effective January 1, 1999.

B. For drugs not on the City's Preferred Drug List, co-payments for up to the lesser of a 34-day supply or 100 units are, as follows:

1. \$8.00 for generic drugs and brand name drugs for which there is no generic equivalent; and
2. \$8.00 plus the difference between the price of the brand name drug and the generic drug for brand name drugs for which there is a generic equivalent.

Said co-payments will be \$9.00 effective January 1, 1998 and \$10.00 effective January 1, 1999.

**MAIL ORDER DRUGS**

A. For drugs on the City's Preferred Drug List, co-payments for up to a 90-day supply are, as follows:

1. \$5.00 for generic drugs;

2. \$15.00 for brand name drugs for which there is no generic equivalent; and
  3. \$5.00 plus the difference between the price of the brand name drug and the generic drugs for brand name drugs for which there is a generic equivalent.
- B. For drugs not on the City's Preferred Drug List, co-payments for up to a 90-day supply are, as follows:
1. \$10.00 for generic drugs;
  2. \$20.00 for brand name drugs for which there is no generic equivalent; and
  3. \$10.00 plus the difference between the price of the brand name drug and the generic drug for brand name drugs for which there is a generic equivalent.

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

Courses of treatment for inpatient 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 30-day or longer period of time with no treatment or clinical supervision provided.

<b><u>In-network co-insurance:</u></b>	<b><u>City</u></b>	<b><u>Employee</u></b>
First treatment	90%	10%
Second treatment	80%	20%
Subsequent treatments	50%	50%

<b><u>Out-of-network co-insurance:</u></b>	<b><u>City</u></b>	<b><u>Employee</u></b>
First treatment	75%	25%
Second treatment	60%	40%
Subsequent treatments	0%	100%

It is understood that the first in-network treatment remains subject to the out-of-pocket maximum. All CD/MH treatment, including out-patient, may be subject to Utilization Review and is subject to the following maximums: \$37,500 annual individual/\$250,000 individual lifetime/\$500,000 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 program. Additionally, to be considered under the chemical dependency/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 diagnosis under a subsequent revision).



## **APPENDIX J**

### **HIGH RISK PREGNANCY SCREENING PROGRAM**

In order to reduce the risk of a premature birth and the attendant health risks to mother and child and to avoid the costs associated with same, the City 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, her medical history, and conduct a health risk assessment to determine if she meets criteria for a high risk pregnancy.

If the prospective mother does not meet criteria, the medical advisor will offer educational materials on pregnancy and advise her that an advisor will be following up with a call in her second trimester of pregnancy. Further, the advisor will advise her that an 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 advisor will advise her about expected lengths of stay postpartum.

If the prospective mother meets 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 advisory will follow the case as appropriate. If home health or other services available under the plan are necessary, the advisor will approve the care plan and negotiate discounts for approved services. A designee of the medical advisory will be available as a resource to both the prospective mother and her physician.

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

A Sergeant who has been certified as injured on duty shall be provided a group of three available physicians for treatment. Groupings of three available physicians will be randomly selected from a pool of physicians who are members in good standing of a network of workman's compensation physicians qualified to render appropriate medical care for the injury claimed. The groupings of physicians will be rotated on a weekly basis until all members of the pool have appeared in a group which was available for Sergeant selection, at which point the process will repeat itself. The Sergeant will select a physician from the group provided by the Employer. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant.

A Sergeant claiming a recurrence of an injury on duty will have his/her claim evaluated by a physician from the Medical Services Section. If that physician finds the condition complained of is not a recurrence, the Medical Services Section will provide the Sergeant with a list of three physicians chosen in the manner described above. Should the physician who treated the original injury on duty be a member in good standing of the pool of workman's compensation physicians from which the group of three physicians was chosen, then that physician will be added to the group of three physicians provided to the Sergeant. The Sergeant will select a physician from the group provided by the Employer. The Medical Services Section will refer the Sergeant to the physician selected by the Sergeant.

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

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

In the event the Plan 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 workers 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 whom 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 Participant's attorney shall be paid first from any recovery by or on behalf of a Participant, and the amount of the Plan's subrogation claim shall be paid next from such recovery. Neither a Participant nor his/her attorney or other representative is authorized to accept subrogation or other Injury-related reimbursement payments on behalf of the Plan, to negotiate or compromise the Plan's subrogation claim, or to release any right of recovery prior to the payment of the Plan's subrogation claim.

The Participant and all other parties to a recovery are required to contact the Plan to determine, and arrange to pay the Plan's subrogation claim at or prior to the time an Injury-related payment or settlement is made to or for the benefit of the Participant. If the Participant obtains a payment or settlement from a party without the Plan's knowledge and

agreement, the Plan shall be entitled to immediate reimbursement of its total subrogation claim from the Participant or any party providing any Injury-related payment. In the alternative, the Plan, in its sole discretion, may deny payment of benefits to or on behalf of the Participant for any otherwise covered claim incurred by the Participant until the amount of the unpaid coverage is equal to and offset by the unrecovered amount of the Plan's subrogation claim.

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

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

**APPENDIX M**  
**Chicago Police Department**  
**Quarterly Differential**  
**Monthly**  
**Sergeants, Grade D3**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
EFFECTIVE	First 12 Months	After 12 Months	After 18 Months	After 30 Months	After 42 Months	After 54 Months	After 10 Years	After 15 Years	After 20 Years	After 25 Years	After 30 Years
January 1, 1995	78.81	112.26	119.96	123.15	132.92	141.95	157.47	177.74	197.90	231.37	236.49
January 1, 1996	78.81	112.26	119.96	123.15	132.92	141.95	157.47	177.74	197.90	231.37	236.49
January 1, 1997	78.81	112.26	119.96	123.15	132.92	141.95	157.47	177.74	197.90	231.37	236.49
January 1, 1998	78.81	112.26	119.96	123.15	132.92	141.95	157.47	177.74	197.90	231.37	236.49
October 1, 1998	545.48	578.93	586.63	589.82	599.59	608.62	624.14	644.41	664.57	698.04	703.16
January 1, 1999	90.47	128.87	137.71	141.38	152.59	162.96	180.78	204.05	227.19	265.61	271.49
January 1, 1999											
DAILY	3.02	4.30	4.59	4.71	5.09	5.43	6.03	6.80	7.57	8.85	9.05
MONTHLY	90.47	128.87	137.71	141.38	152.59	162.96	180.78	204.05	227.19	265.61	271.49
QUARTERLY	236.43	336.78	413.13	424.14	457.77	488.88	542.34	612.15	681.57	796.83	814.47
YEARLY	945.72	1347.12	1652.52	1696.56	1831.08	1955.52	2169.36	2448.60	2726.28	3187.32	3257.88

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ATTORNEYS AT LAW

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<http://www.nlfpc.com>

SIDE LETTER

March 15, 1999

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

Re: Rank Credit and Quarterly Differential

Dear Marv:

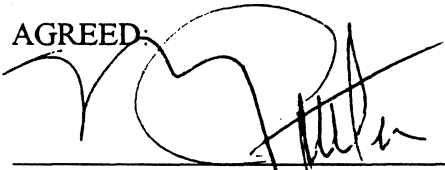
This letter confirms our discussion that currently neither Section 20.10, Rank Credit, nor Section 26.2, Quarterly Differential, is applicable to any rank below Sergeant. As the City has advised you, it is our position that those two benefits should not be extended, and we have no plans to extend them,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

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

Very truly yours,

  
James C. Franczek, Jr.

AGREED:

  
Marvin Gittler

JCF:mp

LAW OFFICES

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March 15, 1999

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

RE: Compensatory Time Exchange

Dear Mr. Franczek:

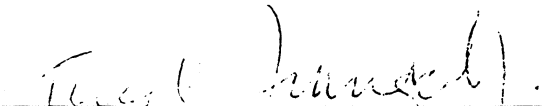
This letter confirms our understanding, as follows:

A Sergeant may exchange (cash in) accumulated compensatory time not to exceed two hundred (200) hours each year of this Agreement at the Sergeant's hourly rate at the time of the 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 01 of the year following application.

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

Very truly yours,

  
Marvin Gittler

  
James C. Franczek, Jr.

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

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March 15, 1999

LETTER OF AGREEMENT

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

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

Dear Marv:

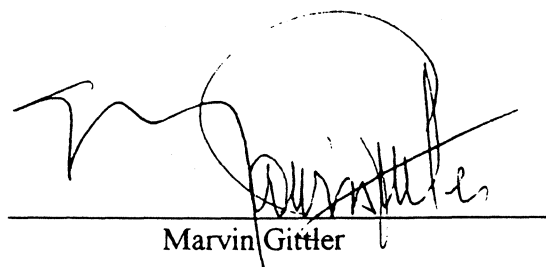
This will confirm the understanding of the parties with respect to the one-half hour lunch period referenced in the Memorandum of Understanding incorporated in the collective bargaining agreement between the parties. The parties agree and understand that this one-half hour period is normally an uncompensated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

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

As always, we are appreciative of your kind courtesies.

Very truly yours,

  
James C. Franczek, Jr.

  
Marvin Gittler

83

JCF:mp



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March 15, 1999

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

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

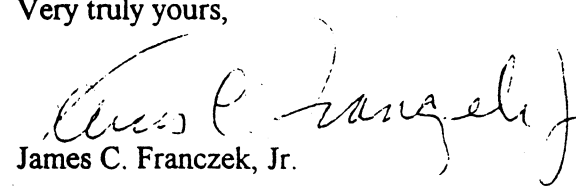
Dear Marv:

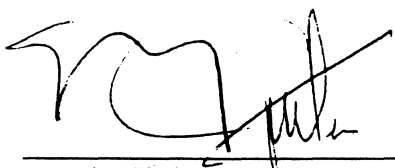
This letter confirms our understanding, as follows:

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

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

Very truly yours,

  
James C. Franczek, Jr.

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

JCF:mp

FRANCZEK SULLIVAN P.C.  
ATTORNEYS AT LAW

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March 15, 1999

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

Re: Educational Reimbursement

Dear Marv:

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

Please indicate your agreement by signing below.

Very truly yours,

  
James C. Franczek, Jr.

AGREED:

  
Marvin Gittler

LAW OFFICES

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March 15, 1999

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

RE: Hours and Overtime

Dear Mr. Franczek:

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

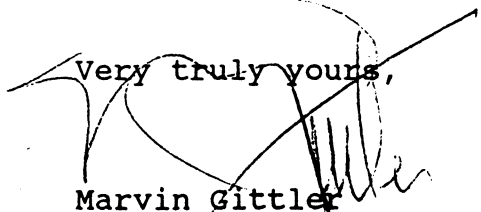
The normal work day shall mean the regular tour of duty of eight (8) hours or, where applicable, a regular tour of duty of ten (10) hours, both exclusive of the one-half hour lunch period.

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

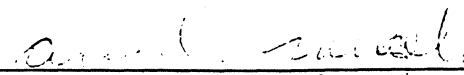
In the event the Employer agrees to provide or authorizes the uses of the FLSA rate or any higher rate to calculate overtime or related benefits for hours of 170 or less for a 28-day work period with any other bargaining unit, such calculation shall be made applicable to the Sergeants' unit of 156.

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

Very truly yours,

  
Marvin Gittler

86

  
James C. Franczek, Jr.

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March 15, 1999

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

Dear Mr. Franczek:

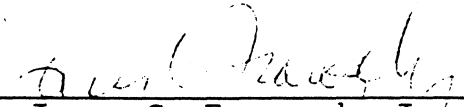
The City of Chicago acknowledges and agrees that the provisions and language of the contract article entitled "Accountability of Sergeants" shall not be used in any manner by the City of Chicago to file, institute, support or maintain any claim or cause of action or charge or petition in any forum, the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

Very truly yours

  
Marvin Gittler

Agreed to this 15 day of

MARCH, 1999.

  
James C. Franczek, Jr.

87

FRANCZEK SULLIVAN P.C.

ATTORNEYS AT LAW

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<http://www.nlfpc.com>

April 9, 1999

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

Re: Seniority - Holiday Assignment


Dear Marv:

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

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

Very truly yours,

  
James C. Franczek, Jr.

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

JCF:mp

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**SIDE LETTER**

March 10, 1999

**BY FACSIMILE TRANSMISSION & U.S. MAIL**

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

Dear Jim:

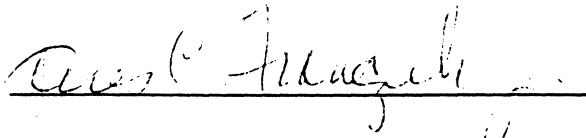
This letter confirms our conversations during negotiations regarding Section 17.2 of the Agreement with the Sergeants' Association. That Article provides that the Association will reimburse the City for the salary permitted under that Section for the administration and operation of Unit 156 by the Sergeants' Association. Per our discussions, the City hereby foregoes its right to reimbursement for said salary and benefits until such time that Lodge 7 of the Fraternal Order of Police is required to make similar reimbursement, pursuant to Section 17.2 of the Agreement between the City and Lodge 7.

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

Very truly yours,

  
Marvin Gittler

AGREED:

  
\_\_\_\_\_