

**AGREEMENT**

**BETWEEN THE**

**CITY OF CHICAGO**

**AND THE**

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

**EFFECTIVE JULY 1, 2007 THROUGH JUNE 30, 2012**

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

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-Captains, to promote efficiency and effectiveness in the Department of Police (hereinafter referred to as the "Department"), to establish wages, hours, standards and other terms and conditions of employment for Captains covered by this Agreement and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

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

## **ARTICLE 2 RECOGNITION AND UNIT WORK**

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

## **ARTICLE 3 UNION SECURITY**

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

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

B. Any present Captain who is not a member of Unit 156-Captains shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Unit 156-Captains dues) of the cost of the collective bargaining process and contract administration. All Captains who are promoted into Unit 156-Captains 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 Captain (i) who is covered by this Agreement or who was covered by this Agreement and is on a leave of absence from the Captain rank to serve in an exempt position within the Department and (ii) on whose behalf the Employer receives written authorization in a form agreed upon by Unit 156-Captains and the Employer, the Employer shall deduct from the wages of the Captain or exempt member the dues and/or financial obligations uniformly required and shall forward the full amount to Unit 156-Captains by the tenth day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by Unit 156-Captains. Authorization for such deductions shall be irrevocable, unless revoked by written notice to the Employer and Unit 156-Captains during the fifteen- (15-) day period prior to the expiration of this Agreement. The Employer will not similarly deduct the dues of any other organization as to Captains covered by this Agreement.

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

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

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

### **Section 3.3 Indemnity**

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

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

This Article shall not be enforced in a manner inconsistent with Section 6(g) of the Illinois Public Labor Relations Act based upon the *bona fide* religious tenets or teachings of a church or

religious body of which such Captains are members, provided, however, that such Captains 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 Captains and Unit 156-Captains.

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

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

## **ARTICLE 4 MANAGEMENT RIGHTS**

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

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

M. To suspend, demote, discharge or take other disciplinary action against Captains for just cause; and

N. To add, delete or alter policies, procedures, rules and regulations.

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

## **ARTICLE 4A ACCOUNTABILITY OF CAPTAINS**

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

## **ARTICLE 5 NO STRIKE**

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

Neither Unit 156-Captains nor any Captain will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or other concerted refusal to perform duties by any Captain or Captain 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-Captains nor any Captain shall refuse to cross any picket line by whoever established.

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

In the event of an action prohibited by Section 5.1, Unit 156-Captains immediately shall disavow such action and request the Captains to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. Unit 156-Captains, 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-Captains to comply with the provisions of Section 5.2, any agent or official of Unit 156-Captains who is a Captain covered by this Agreement may be subject to the provisions of Section 5.4.

## **Section 5.4 Discipline of Strikers**

Any Captain who violates the provisions of Section 5.1 shall be subject to immediate discharge. Any action taken by the Employer against any Captain who participates in an action prohibited by Section 5.1 shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a Captain 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 Captain 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 Captain, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, preferably while the Captain is on duty, or, if feasible, during daylight hours.

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

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

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

E. No anonymous complaint made against a Captain shall be made the subject of a Complaint Register investigation, unless the allegation is of a criminal nature.

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 Captain under investigation, the Captain shall be informed, in writing, of the nature of the complaint, the names of all complainants and the specific date, time and, if relevant, location of the incident.

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

I. A Captain 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 Captain under investigation will be provided with a copy of any and all statements the Captain has made that are recorded either audio electronically or in writing within seventy-two (72) hours of the time the statement was made.

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

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

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

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

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

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

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

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

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

D. The Captain will be provided with a copy of any and all statements he/she has made that are recorded either audio electronically or in writing within seventy-two (72) hours of the time the statement was made.

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

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

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

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

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

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

### **Section 6.4 Photo Dissemination**

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



## **Section 6.5 Compulsion of Testimony**

The Department shall not compel a Captain 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 Captain shall be disciplined for a refusal to take a polygraph examination, and the results of the polygraph examination shall not be admissible as evidence in proceedings before the Police Board or in any proceeding where the Captain 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 Captain will not be requested to take a polygraph examination. If the complainant takes the polygraph examination and the results indicate deception, the accused Captain 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 Captain 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 Captain 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 Captain's job or violations of reasonable Employer rules, statutes, ordinances or this Agreement. In the administration of fringe benefits applicable to all employees of the Employer, Captains 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 Captain 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 Captain 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 Captain is found innocent, the Captain may request and the Department shall issue a public statement.

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

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

## **Section 6.10 Affidavits**

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

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

## **ARTICLE 7 [RESERVED]**

## **ARTICLE 8 EMPLOYEE SECURITY**

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

No Captain 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 Captain during regular business hours.

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

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

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

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

Any information of an adverse employment nature which may be contained in any unfounded or exonerated file shall not be used against the Captain for any reason. A not sustained finding shall not be used against the Captain in any disciplinary proceeding or in the removal from the rank of Captain (SES).

A finding of "Sustained-Violation Noted, No Disciplinary Action" entered upon a Captain'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 Captain's disciplinary record and not used for disciplinary action. The Department's finding of "Sustained-Violation Noted, No Disciplinary Action" is not subject to the grievance procedure.

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

## **Section 8.5 Notification**

In the event the Employer receives a subpoena or other legal process (excluding discovery material) requiring the inspection, tender or submission of personnel, disciplinary or investigative records and/or files (other than a grand jury subpoena or other subpoena or process which would preclude disclosure), the Employer will promptly send a copy of such subpoena or process to the Captain 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-Captains will not be barred from asserting and does not waive any rights a Captain may have to inspect or to otherwise challenge the use of files under applicable rules, statutes or this Agreement, including Article 8.

## **ARTICLE 9 GRIEVANCE PROCEDURE**

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

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

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

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

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

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

Commanding Officer shall submit his/her decision electronically to the grievant and Unit 156-Captains within ten (10) of the exempt Commanding Officer's working days after the grievance was submitted.

**Step Two:** If the response at Step One is not satisfactory to the grievant, the grievant may pursue an adjustment through his/her designated representative by notifying Unit 156-Captains of his/her intent to pursue such grievance within ten (10) days of the Step One response or within ten (10) days of the expiration of the response period in Step One, whichever is sooner. Unit 156-Captains shall then determine whether in its opinion a valid grievance exists. Unless Unit 156-Captains elects to proceed, there shall be no further action taken under this procedure. If Unit 156-Captains chooses to proceed, it may seek a resolution or adjustment of the grievance by submitting the grievance electronically to the Management and Labor Affairs Section within twenty (20) days of the Step One response or within twenty (20) days of the expiration of the response period in Step One, whichever is sooner. Following a hearing on the issue, the Management and Labor Affairs Section shall submit its decision electronically to Unit 156-Captains within ten (10) days of receiving the grievance. If the grievant is directed by the Employer to meet concerning his/her grievance at a time when the grievant is not scheduled to work, he/she shall be compensated for such time at the applicable rate provided for in this Agreement, provided that he/she shall not be compelled to attend a hearing on his/her regular day off without his/her consent.

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

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

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

A. Within ten (10) days, the Employer and Unit 156-Captains 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-Captains each shall alternately strike names from the panel. The remaining person shall be the Arbitrator.

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

D. In all discipline cases, Complaint Register files shall be provided to Unit 156-Captains within fourteen (14) days of a request for such files (unless exigent circumstances exist) by Unit 156-Captains or Unit 156-Captains representatives who are sworn members of the Department,

and these individuals shall be allowed to use Department or Independent Police Review Authority copying equipment to copy the requested Complaint Register files, with appropriate supervision.

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

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

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

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

B. Any Captain 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-Captains, upon proof thereof, may be excused from the obligations set forth in Section 3.1; the Arbitrator may require, in lieu of such obligations, the payment by such Captain 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 Captain from a list of at least three (3) such funds to be submitted by Unit 156-Captains. The Employer shall not participate in, but shall be bound by, such arbitration.

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

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

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

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

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

## **ARTICLE 9A MEDICAL GRIEVANCES**

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

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

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

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

If the panel recommends that the Captain 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 Captain

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 Captain 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 Captain was fit for duty, and the Captain will be made whole for lost pay and benefits from the date that the panel determined he/she was fit for duty.

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

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

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

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

All other grievances concerning medical issues will be filed with the Medical Administrator within ten (10) working days following the events or circumstances giving rise to the grievance or where first known by the grievant, but in no event later than thirty-five (35) calendar days following the events or circumstances giving rise to the grievance or within thirty-five (35) days of a Captain 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-Captains 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-Captains, the Department, the Benefits Management Office and the Committee on Finance of the City Council of the City of Chicago shall participate as needed. Any settlements reached in the mediation proceedings shall be binding upon the parties. Medical mediation sessions shall occur each thirty (30) days, unless waived by mutual agreement. The parties shall split evenly the cost of the Mediator's fees and expenses.

The grievant shall be provided with the relevant medical records within the possession of the Medical Services Section, the Committee on Finance, the Benefits Management Office and the Management and Labor Affairs Section. A release shall be required for production of medical records. The relevant medical records shall include the Medical Administrator's determination of



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

Relevant documents to be produced by the Benefits Management Office in mediation are limited to medical records, claim forms, medical bills, explanations of benefits and recommendations to and the decision of the Benefits Committee regarding the claim. This definition of relevant records to be produced by the Benefits Management Office does not preclude Unit 156-Captains 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-Captains, 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 Captains' demand for arbitration, the Employer and Unit 156-Captains shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service. Within five (5) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and Unit 156-Captains 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 Captains and to develop and apply equal employment practices.

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

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

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

The obligation to accommodate the religious beliefs of Captains covered by this Agreement is fulfilled if those Captains whose religious beliefs require that they not work, but who are scheduled to work, on a recognized religious holiday are permitted at the Captains' option one of the

following choices in order to be excused from their regular tours of duty: (a) the use of elective time or (b) excused from duty non-disciplinary (Code 89). This option may be applied for certain recognized religious holidays of faiths whose tenets require abstinence from work, subject to the determination of the Commanding Officer that this accommodation does not unduly interfere with operational needs.

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

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

### **ARTICLE 11 HOLIDAYS**

#### **Section 11.1 Designated Holiday**

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

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

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

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

A. Captains who are required to work a regular tour of duty [eight (8) 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 Captain elects.

B. Captains whose regular day off coincides with an established holiday will be credited with eight (8) hours of compensatory time.

C. Captains 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 Captain elects.

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

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

### **Section 11.3 Personal Day**

For each calendar year, Captains shall be entitled to receive, in addition to the days specified in Section 11.1, four (4) personal days. Captains 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. Captains may elect to be paid for four (4) unused personal days per year in lieu of taking the time off. Where Captains elect such payment, the payment shall be made by April 1 of the following year. Captains may carry over four (4) 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 23.1(A).

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

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

### **Section 11.5 Holiday Declaration**

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

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

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

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

The Employer shall provide Captains with the opportunity to enroll in a Flexible Spending Account (“FSA”) plan, which will permit Captains to fund, on a pre-tax basis, an individual account that the Captain may use to pay for qualified unreimbursed medical expenses, as provided under Section 213 of the Internal Revenue Code. Subject to Internal Revenue Service regulations, the FSA plan will allow participants to pay the following qualified expenses on a pre-tax basis: dental expenses; vision expenses; health plan contributions, deductibles and co-payments; prescription drug co-payments and payments for over-the-counter drugs; and other unreimbursed medical expenses. Participation is voluntary, and participants may contribute up to \$5000.00 annually on a pre-tax basis, which will be deducted pro-rata each payroll period. Captains may enroll in the FSA plan or change the amount of their elections once per year during open enrollment or when they have a change in family status. As mandated by the Internal Revenue Code, a “use it or lose it” rule applies to Section 125 plans. During open enrollment, the parties will engage in a joint educational campaign to inform Captains of the benefits of the FSA plan and otherwise increase employee participation in such plan.

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

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

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

The Employer agrees to make available to the following other persons the above-described hospitalization and medical program and the dental plan: Captains who retire on or after age sixty (60) and their eligible dependents; widows and children of Captains killed in the line of duty; former Captains on pension disability (both duty and occupational) and their eligible dependents; and widows and children of deceased Captains 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 Captains who elect coverage under any plan or plans. However, coverage under a plan for such Captains shall terminate when a Captain 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 Captain reaches the age for full Medicare eligibility, the Captain shall be covered under the medical program for annuitants, provided the person pays the applicable contributions.

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

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

## **Section 12.3 Health Care Reopener**

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

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

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

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

## **Section 12.4 Ambulance Fees**

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

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

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

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

## **ARTICLE 14 BULLETIN BOARDS**

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

## **ARTICLE 15 SAFETY ISSUES**

### **Section 15.1 Cooperation**

The Employer and Unit 156-Captains 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-Captains and the Employer shall establish a Safety Committee composed of one (1) Sergeant, one (1) Lieutenant and one (1) Captain designated by Unit 156-Captains 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 Captains 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-Captains, but such recommendations shall not be binding upon the Employer or Unit 156-Captains. In addition to Committee recommendations, Unit 156-Captains 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-Captains Committee members to obtain information upon request, receive minutes of other Department safety meetings (if any), observe conditions regarding identified safety and health hazards and discuss such matters with Captains and members of management, provided such discussions do not unduly interfere with the performance of duty by any Captain or Committee member.

In the event the Employer agrees, in writing, to adopt the recommendation of the Committee or Unit 156-Captains, 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-Captains, he/she shall so notify the Committee or Unit 156-Captains in writing within ten (10) days. Within ten (10) calendar days of such notice, Unit 156-Captains 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 Captain 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 Captain or Unit 156-Captains to invoke Article 9 where otherwise appropriate. No such advisory opinion shall constitute a determination of the existence of any safety or health hazard under this Agreement nor shall any such advisory opinion be introduced in any proceeding under Article 9.

### **Section 15.3 Disabling Defects**

No Captain shall be required to use any equipment that has been designated by both Unit 156-Captains 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 Captain 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 Captain undertakes.

## **ARTICLE 17**

### **UNIT 156-CAPTAINS 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-Captains' 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-Captains.

#### **Section 17.2 Unit 156-Captains Representatives**

For purpose of the administration and operation of Unit 156-Captains, and for the purpose of conducting union business for Unit 156-Captains, the Employer shall grant designated officers of Unit 156-Captains paid time off to be used in a manner determined by Unit 156-Captains. During such paid time off, the Employer shall continue to pay the Captain all salary and maintain all benefits, including pension contributions and seniority accruals, as if the Captain were on duty with the Employer, provided that Unit 156-Captains reimburses the Employer an amount equal to the paid time off for said salary and benefits. Paid time off shall not exceed eight hundred (800) per year.

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

Subject to emergencies and the need for orderly scheduling, the Employer agrees that elected officials and members of the Board of Directors of Unit 156-Captains shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of Unit 156-Captains, 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 Captains shall be certified, in writing, to the Employer.

#### **Section 17.4 Grievance Processing**

Reasonable time shall be permitted Unit 156-Captains representatives for the purpose of aiding, assisting or otherwise representing Captains 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 Policemen's Benevolent & Protective Association of Illinois and the National Association of Police Organizations. Such conference time



shall be equal to the duration of the conference plus reasonable travel time to and from such conference.

B. A maximum of three (3) appointed or elected delegates of Unit 156-Captains will be permitted to attend state and national conventions of the Policemen's Benevolent & Protective Association of Illinois and the National Association of Police Organizations with pay. Such convention time shall be equal to the duration of the convention plus reasonable travel time to and from such convention up to a maximum of seven (7) days every two (2) years.

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

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

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

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

### **ARTICLE 18 DISABILITY INCOME**

#### **Section 18.1 IOD**

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

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

A. The Captain 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 Captain is likely to return to duty within the period of the leave or extension thereof; and

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

## **Section 18.2 Non-IOD**

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

## **Section 18.3 Certification**

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

## **Section 18.4 Return to Duty**

In order to enable Captains applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such Captains in advance of the records needed and other requirements they must meet in order to permit such return. The Employer must consider medical records and reports from legally qualified practitioners of the healing arts acting within the scope of their licenses, including, but not limited to, chiropractors, in its determination of whether a Captain 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 Captain'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 Captain 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-Captains shall establish a joint Committee to develop solutions to problems of medical leave cost and abuse. The Committee shall be advisory only.

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

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

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

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

## **Section 18.8 Medical Benefit Statement**

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

## **ARTICLE 19 BEREAVEMENT LEAVE**

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

The Employer agrees to provide to Captains leave without loss of pay, as the result of a death in the family, not to exceed three (3) consecutive days (except for brother-in-law and sister-in-law, which shall be for the day of the funeral only), including regularly scheduled days off, within the fourteen (14) calendar days immediately following the death of a member of the immediate family.

Annual and time-due furlough will not be extended as a result of a death occurring in the Captain'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 Captain'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 Captain shall be granted three (3) consecutive days of leave, including regularly scheduled days off, within the fourteen (14) calendar days immediately following the death, provided that the Captain has registered the name of the Captain's domestic partner with the Department of Personnel.

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

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

Where a Captain is entitled to bereavement leave pursuant to Section 19.1 and where the death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the

Captain shall be entitled to a maximum of five (5) consecutive days. For purposes of this Section, those states contiguous to Illinois are Missouri, Iowa, Wisconsin, Indiana, Kentucky and Michigan.

## **ARTICLE 20 HOURS AND OVERTIME**

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

All time in excess of the hours worked in the normal work day and the normal work week [forty (40) hours] shall be compensated as provided in this Article. The normal work period shall be twenty-eight (28) days commencing on a Sunday.

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

Overtime is defined as those hours actually worked in excess of the normal work day or the normal work week. All approved overtime in excess of the normal work day or the normal work week shall be compensated at the appropriate overtime rate of time-and-one-half. For hours in excess of the normal work day or the normal work week, but less than 171 for a twenty-eight- (28-) day work period, the overtime rate will be calculated on the Captain's base salary only. For hours in excess of 171 in a twenty-eight- (28-) day period, the overtime rate will be calculated in accordance with the Fair Labor Standards Act. Overtime will accrue in fifteen- (15-) minute increments once Captains work at least eight (8) minutes in a fifteen- (15-) minute period.

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

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

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

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

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

### **Section 20.5 Court Time**

A. Captains 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 Captain's elective time and the Captain knew of the court date before

the request for elective time was approved, (2) while the Captain is on paid medical leave or (3) if the Captain is compensated for such time by a secondary employer.

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

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

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

## **Section 20.6 Stand-By**

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

## **Section 20.7 Day Off Changes**

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

1. In-service training;
2. Elective training;
3. Mandatory proficiency training;
4. Pre-service training for promotion;

5. A situation where the Superintendent and the Mayor have determined in writing that a serious emergency condition exists; and
6. Working out of grade, provided that the Captain will not be required to work as a Commander (D-6) if the Captain does not wish to have his/her assigned days off changed.

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

C. Changes required to implement the provisions of Section 23.2 controlling scheduled days off for Captains going on or returning from furlough or changes made at the request of Captains 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; the number of hours of compensatory time which a Captain has on record shall not be the controlling factor in determining whether a Captain will be allowed to take time due.

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

When a Captain 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 Captain shall receive compensation as follows:

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

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

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

### **Section 20.10 Rank Credit**

Effective July 1, 2004, the Employer will credit each Captain with forty-five (45) minutes per day of compensatory time. Said forty-five (45) minutes per day will be credited for each day on which a Captain works, provided the Captain works at least four (4) hours that day.

## **Section 20.11 Duty Availability Allowance**

A. Effective January 1, 2006 and thereafter, all eligible Captains shall be paid quarterly payments of \$730.00 as duty availability pay.

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

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

## **Section 20.12 Change of Schedule**

A. The Employer's right to assign Captains at any time and at different times during each twenty-eight- (28-) day police period remains unrestricted and unchallenged. Watch assignments and designated starting times shall be established and posted at the beginning of each police period and shall remain in effect for the duration of the twenty-eight- (28-) day police period, except for the following:

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

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

B. Any adjustment made inconsistent with the above provision, made after the start of the twenty-eight- (28-) day period, will result in payment in accordance with Section 20.2 for the hours worked outside of the Captain's tour of duty scheduled at the beginning of the twenty-eight- (28-) day period. Shift changes during the police period made voluntarily at the request of the Captain 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.

## **ARTICLE 21 UNIFORMS**

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

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

### **Section 21.2 Major Changes**

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

### **Section 21.3 Uniform Allowance**

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

B. Subject to available funding, during calendar year 2009 and each calendar year thereafter, the Employer shall issue to each Captain a voucher that shall be used to purchase uniforms and personal equipment items which are identified by the Superintendent in accordance with the Department's Uniforms and Personal Equipment Program and which are not currently possessed by the Captain.

### **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 Captain shall not be subject to payment by the Employer.

## **ARTICLE 22 INDEMNIFICATION**

### **Section 22.1 Employer Responsibility**

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



## **Section 22.2 Legal Representation**

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

## **Section 22.3 Cooperation**

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

## **Section 22.4 Applicability**

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

## **Section 22.5 Expedited Arbitration**

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

# **ARTICLE 23 SENIORITY**

## **Section 23.1 Definition and Application**

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

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

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

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

1. For a Captain who has resigned and who has been re-hired, the continuous service date shall be determined by the continuous length of service from the date of last hire as a sworn member without consideration of the Captain's prior service, unless an application for re-employment was received within one (1) year of the Captain's

resignation date, in which case the continuous service date will be adjusted to reflect the time the Captain was absent from the Department.

2. For Captains taking a leave of absence, only the days absent in excess of thirty (30) days' leave from the Employer's service without pay (other than military, duty disability, Family and Medical Leave Act leave or suspension) shall be deducted in computing the continuous service date.

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

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

### **Section 23.2 Furlough Scheduling**

A Captain shall select his/her furlough by rank and seniority within rank, within the Unit of assignment, or, if detailed for twenty-eight (28) days or more prior to the date selection begins, within the Unit of detail on the basis of seniority. Captains may elect to take their full furloughs or split the furloughs to which they are entitled into two (2) equal segments.

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

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

Compensatory time furloughs will not be scheduled for Captains who split their annual furloughs; however, such Captains 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 revisions in organization, work assignments or the number of personnel in particular ranks.

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

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

### **Section 23.3 Seniority List**

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

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

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

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

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

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

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

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

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

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

When operational considerations require the cancellation of days off within the Bureau of Operational Services, the following procedure will apply:

The Employer will designate the rank, watch, Units and day off groups which will have days off canceled. In those Units which have been designated to provide personnel, seniority will be the dominant factor in the selection of Captains required to work on their regular days off. The Employer shall first seek volunteers on the basis of seniority from among those Captains in said Unit. If there are insufficient volunteers, the Employer shall select Captains 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 or watch, etc.

### **Section 23.7 Holiday Assignment**

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

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

### **Section 23.8 Watch Commander Vacancy**

When a District Watch Commander is on furlough, medical or is otherwise approved for an extended absence, the Employer will ensure that in situations which require overtime to fill the vacancy, the opportunity for overtime will first be offered to Captain(s) in seniority order within the affected District prior to being offered to a Lieutenant, unless such opportunity results in the additional overtime provided for in Section 20.9.

## **ARTICLE 24 EDUCATIONAL REIMBURSEMENT**

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

- A. To be eligible for reimbursement—
  - 1. Each course taken must be job-related or necessary for an undergraduate or graduate degree.
  - 2. Proof of acceptance for a degree program must be presented upon request.
  - 3. Each course taken towards a college or university degree must grant college level credit.
  - 4. Each course must be taken through an accredited college or university.
- B. Captains 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 Captain’s work performance is deemed inadequate or if a Captain has a record of sustained infractions of Department orders, directives or procedures.
- E. Reimbursement will not be granted to the extent—
  - 1. Tuition costs are covered by the U.S. Department of Veteran’s Affairs or other funds; or
  - 2. The program in which the Captain is enrolled is reimbursable through a federal grant-in-aid program for which the Captain is eligible.
- F. Reimbursement will be made for a maximum of two (2) courses per school term.
- G. Reimbursement will be granted when a Captain is required by the Superintendent to attend an educational or training program.
- H. In the event a Captain 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 Captain, within one (1) year of obtaining such degree, voluntarily resigns from the Department, all tuition costs [one hundred percent (100%)] reimbursed to the Captain by the Employer for obtaining such degree shall be repaid to the Employer. If the Captain voluntarily resigns after one (1) year, but less than two (2) years, after obtaining the degree, the Captain shall repay one-half [fifty percent (50%)] of the tuition reimbursement to the Employer. If the Captain does not complete the degree program and voluntarily resigns from the Department, the Captain shall repay one hundred percent (100%) of all tuition reimbursement received for any course completed within two (2) years of such resignation.

Captains receiving tuition reimbursement for such degrees shall, as a condition of receiving such reimbursement, execute an appropriate form consistent with this paragraph. This provision shall not apply to reimbursement under Article 24(G), nor shall this provision apply to Captains who resign from the Department for the purpose of accepting employment within another City of Chicago department.

## **ARTICLE 24A EDUCATIONAL LEAVES**

Captains 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 Captain's certifications, skills and professional ability and (B) benefit the Department. If a request is denied, the Captain will be given a reason, in writing, for the denial.

## **ARTICLE 25 LIFE INSURANCE**

The Employer agrees to provide a \$25,000.00 life insurance benefit at no cost to each Captain and an AD&D benefit to be increased to \$5000.00 effective July 1, 2003. Captains must complete a City of Chicago Group Term Life Insurance enrollment form set, including the employee beneficiary section of the form set, in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the Captain to complete the enrollment form set will result in termination of the Captain's Basic Group Term Life Insurance coverage.

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

## **ARTICLE 25A PHYSICAL FITNESS PROGRAM**

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

## **ARTICLE 26 WAGES**

### **Section 26.1 Salary Schedule**

A. Effective July 1, 2007 and thereafter, Captains shall receive the base salaries set forth in Appendix N that became effective on January 1, 2007, subject to the provisions of subsection (B).

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 Battalion Chiefs currently represented by Local 2 of the I.A.F.F., receive a percentage base wage increase or improvements in step schedules (other than when a particular job function has been reclassified), the Employer shall grant Unit 156-Captains bargaining unit members increases equivalent to those granted to such other bargaining unit(s) over the same time period.

### **Section 26.2 Quarterly Differential**

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

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

Any Captain covered by this Agreement who is directed to perform substantially all of the duties and assumes substantially all of the responsibilities of a Commander (D-6) for two (2) or more hours within a single eight- (8-) hour tour of duty shall be paid at the appropriate D-6 rate for an eight- (8-) hour tour of duty. Any Captain covered by this Agreement who is directed to perform substantially all of the duties and assumes substantially all of the responsibilities of a Commander (D-6) shall be paid at the appropriate D-6 rate for the first eight (8) hours worked. If a Captain is required to work overtime, the Captain will be compensated at the D-5 rate consistent with the provisions of Section 20.2.

### **Section 26.4 Payment of Wages**

Except for delays caused by payroll changes, data processing or other breakdowns, or other causes outside the Employer's control, the Employer shall continue its practice with regard to the payment of wages, which generally is as follows: (1) payment of wages provided herein shall be due and payable to a Captain no later than the first and sixteenth day of each month; (2) holiday premium pay shall be due and payable to the Captain no later than the twenty-second day of the month following the month in which the holiday premium was earned; and (3) other premium pay shall be payable to the Captain 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-Captains, negotiating with Unit 156-Captains. "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 Captain covered by this Agreement who resigns or dies shall be entitled to and shall be paid for all unused compensatory time accumulated by said Captain, including furlough time, Baby Furlough Days and personal days. A Captain who is separated for cause shall be entitled to receive only unused compensatory time accumulated as a result of earned overtime for hours worked in excess of 171 per twenty-eight- (28-) day period.

## **Section 26.6 Compensatory Time Exchange**

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

## **ARTICLE 27 RESIDENCY**

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

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

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

This Agreement shall be effective from July 1, 2007 and shall remain in full force and effect until June 30, 2012. 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, 2012 and no later than March 1, 2012. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. It is mutually agreed that the Articles and Sections shall constitute the Agreement between the parties for the period defined in this Section.

### **Section 28.2 Continuing Effect**

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

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

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

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



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

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

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

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

The Employer and Unit 156-Captains shall each pay one-half of the fees and expenses of the impartial member.

5. The Chairman shall have the authority to convene and adjourn proceedings, administer oaths, compel testimony and/or the production of documents and employ such clerical or research assistance as in his/her judgment and discretion are deemed warranted. He/she shall convene proceedings on the issues presented to the Board within ten (10) days after his/her appointment and/or selection; the Board shall make its determination within thirty (30) days after it has convened. The time limits set forth herein may be extended only upon written mutual agreement of both the Board member appointed by Unit 156-Captains and the Board member appointed by the Employer.
6. The Employer and Unit 156-Captains shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of, or in addition to, such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman shall have the authority as necessary to maintain decorum and order and may direct (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public, and the parties understand and agree that the provisions of 5 ILCS 120/1 *et seq.* are not applicable. If, in the opinion of the impartial member of the Board, it would be appropriate to meet with either the Employer or Unit 156-Captains for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.
7. The compensation, if any, of the representatives appointed by Unit 156-Captains shall be paid by Unit 156-Captains. The compensation of the representative appointed by the Employer shall be paid by the Employer.
8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.
9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the City Council's vote to discuss the reasons for the City Council's rejection and to determine whether any modifications can be made to deal with the problems, but either party may thereafter terminate this Agreement upon ten (10) days' written notice to the other.
10. There shall be no implementation of any provisions of a successor agreement without City Council ratification and adoption in ordinance form of the agreement, except, however, that the terms of this Agreement shall remain in full force and effect until a

successor agreement is adopted in ordinance form or this Agreement is terminated pursuant to subsection (B)(9).

11. As permitted by 5 ILCS 315/14(p), the impasse resolution procedure set forth herein shall govern in lieu of the statutory impasse resolution procedure provided under 5 ILCS 315/14, except that the following portions of said 315/14 shall nevertheless apply: subsections (h), (i), (k) and (m).

## **ARTICLE 29 BABY FURLOUGH DAYS**

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

Captains shall receive six (6) Baby Furlough Days (BFDs) [eight (8) hours for each BFD] for each calendar year.

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

A Captain's BFDs shall be granted pursuant to and in accordance with the provisions of this Agreement and with the Department's policy of granting elective time off, except, if a Captain elects not to use or is denied use of all his/her BFDs in a calendar year, the Captain may, at the Captain's option, carry over up to six (6) 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 Captain in the following calendar year, except as provided for in Section 29.2. Payment shall be based upon the salary schedule in effect at the time of payment. Payment shall be made by April 1 for BFDs not used in the preceding calendar year.

## **ARTICLE 29A FURLOUGHS**

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

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

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

Effective January 1, 1999 and thereafter, Captains shall receive twenty-five (25) working days of furlough (vacation).

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

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

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

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

### **ARTICLE 30 LEAVES**

#### **Section 30.1 Personal Leave**

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

#### **Section 30.2 Military Leave**

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

Effective January 1, 2005, Captains who are deployed for military service in excess of fifteen (15) calendar days in a combat zone (as designated pursuant to the Executive Orders of the President of the United States) shall not be required to reimburse the Employer the amount of military pay they receive. The Employer will continue to make its pension contributions for such Captains.

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

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

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

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

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

D. Any Captain 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-Captains. Reasonable advance notice shall not be less than ten (10) days; where advance notice cannot be made, the Captain shall provide notice within forty-eight (48) hours after the Captain 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. Captains shall have the right to return to their regular assignments and locations.

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

## **ARTICLE 31 UNIT BENEFITS**

### **Section 31.1 Information Exchange**

A. The Department will provide Unit 156-Captains 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-Captains through the inter-Department mail service.

C. The Department will provide Unit 156-Captains with a copy of a quarterly listing of Unit 156-Captains 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 Captain.

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

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

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

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

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

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

### **Section 31.3 Lockers**

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

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

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

- A. Rank credit;
- B. Quarterly differential;
- C. Educational benefits;
- D. Sickness in family time;
- E. Change of uniforms at District;
- F. Use of Department mailboxes where provided;

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

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

### **Section 31.5 Unit Benefits**

Any increases during the term of this Agreement relating to any of the following economic matters, including economic matters agreed to with Lodge 7 shall be applicable to Captains covered by this Agreement:

- A. Holidays
  - 1. Holidays
  - 2. Compensation
  - 3. Personal Day
  - 4. Special Compensation Time
  - 5. Holiday Declaration
- B. Bereavement Leave
  - 1. Death in Family
  - 2. Definition of Family
  - 3. Extended Bereavement
- C. Hours and Overtime
  - 1. Work Week/Work Period
  - 2. Compensation for Overtime
  - 3. Sixth and Seventh Day
  - 4. Call Back/Reporting on Regular Day Off

- 5. Court Time
  - 6. Stand-By
  - 7. Day Off Changes
  - 8. Accumulation of Compensatory Time
  - 9. Back-to-Back Shifts
  - 10. Duty Availability
- D. Uniform Allowance
- E. Indemnification
- F. Educational Reimbursement
- G. Life Insurance
- H. Optical Coverage
- I. Medical Provisions
  - 1. Disability Income and Practices
- J. Wages
  - 1. Wages
  - 2. Work Out of Grade
  - 3. Payment of Wages
  - 4. Payment of Time
- K. Baby Furlough Days and Furlough Days
  - 1. Number of BFDs
  - 2. Carryover of BFDs
  - 3. Compensation for Unused BFDs
  - 4. Furlough Days



- L. Personal Leaves
  - 1. Military Leaves
  - 2. Family and Medical Leave Act
- M. Maintenance of Benefits

## **ARTICLE 32 CAPTAIN RANK**

### **Section 32.1 Senior Executive Service Captain (SES)**

#### **A. Goal**

The Employer does reaffirm that a main goal of the following process is to establish a career path for qualified and motivated supervisory personnel to move through the ranks from Lieutenant to Senior Executive Service Captain (SES) and into the exempt ranks. The rank of Captain (SES) is restored and will be maintained.

The primary job of a Captain, including a Captain (SES), shall be to act as a Watch Commander. Effective upon ratification, the primary job of a Captain, including a Captain (SES), shall be to act as either a Watch Commander or a Field Inspector.

#### **B. Eligibility Criteria**

Captains (SES) shall only be drawn from the rank of Lieutenant. In order to be promoted to the rank of Captain (SES), a Lieutenant must (1) have been a Lieutenant for at least two (2) full years, (2) have earned a bachelor's degree and (3) have satisfied the criteria set forth below.

#### **C. Promotion to Captain (SES)**

Eligible Lieutenants who desire to be promoted to Captain (SES) will submit applications for such position on forms developed by the Department. At a minimum, the application will ask the Lieutenant to summarize his/her experience (with emphasis on experience in District Law Enforcement), training and degrees earned; describe his/her qualifications for Captain (SES); and identify his/her immediate superiors while working as a Lieutenant or a Sergeant.

Applications for Captain (SES) will be processed by the parties according to the procedures set forth in the letter dated March 12, 2004, including review by a Screening Board appointed by the Superintendent composed of at least two (2) current Captains who are members of Unit 156-Captains, two (2) District Commanders and two (2) Deputy Chiefs of Patrol.

Upon selection from the list recommended by the Screening Board to the Superintendent, the Lieutenant will be promoted to the rank of Captain (SES).

D. Removal

A District Commander may, with the approval of the appropriate Deputy Chief of Patrol, remove a Captain (SES) during the first six (6) months that Captain holds the position for such reason(s) as the District Commander deems appropriate, subject to the written approval of the Superintendent, following Command Channel Review.

After a period of six (6) months, a Captain (SES) may only be removed in accordance with the following process:

1. The Captain (SES) must be advised in writing specifically by the District Commander (or other appropriate exempt officers in the chain of command) of the reason(s) that warrant(s) removal.
2. The District Commander (or other appropriate exempt officer) must provide the Captain (SES) with an opportunity to respond to those reason(s) in writing.
3. The District Commander's (or other appropriate exempt officer's) reason(s) and the Captain's (SES) responses must be submitted in writing to a Review Board appointed by the Superintendent. The Review Board shall be composed of nine (9) persons consisting of seven (7) exempt personnel appointed by the Superintendent and two (2) Captains recommended by Unit 156-Captains.
4. The Captain (SES) must be afforded an opportunity to appear before the Review Board to respond to the reason(s) for removal. The District Commander (or other appropriate exempt officer) may also be required to appear before the Review Board to respond to questions that may be put by the Review Board.
5. The Review Board shall make a written recommendation to the Superintendent. The recommendation will be forwarded to the Superintendent who must within sixty (60) days (a) approve the recommendation, (b) reject the recommendation or (c) modify the recommendation. Written copies of the Review Board's recommendations and the Superintendent's decision will then be given to the affected Captain (SES) and the District Commander (or other appropriate exempt member).

E. Consequences of Removal

A Captain (SES) who is removed pursuant to subsection (D) may be returned to his/her permanent career service rank of Lieutenant and assigned to a position customarily held by a Lieutenant. At the sole discretion of the Superintendent, the Captain (SES) may be reassigned to another Watch Commander and Field Inspector positions.

The parties agree that the removal and reassignment process outlined in this Section is administrative in nature, is not punitive and is not part of a disciplinary process. Nothing herein, including, but not limited to, the processes outlined in this Section, shall affect the Department's right to initiate and impose discipline against such Captain in accordance with Department rules and regulations, including the rules and procedures of the Police Board.

The parties further acknowledge the Superintendent's authority to remove a Captain (SES), provided that such Captain's salary or economic benefits are not affected prior to the removal process being completed.

**F. Captain (SES) Rank—Assignments to Acting District Commander**

No other officer shall be assigned or permitted to fill the position of Acting District Commander when a Captain (SES) is assigned to the District and is available.

**Section 32.2 Watch Assignments**

In November of each year, the most senior Captain in a District or Unit may submit a Personnel Action Request ("PAR") form to his/her Commanding Officer that identifies the Captain's least preferred watch assignment. During the watch assignment process, the Commanding Officer shall assign the Captain to a watch other than the watch identified in the Captain's PAR form.

**Section 32.3 Return to Captain Rank**

A Captain who is promoted to an exempt position and who is later removed from an exempt position shall have the right to return to the Captain rank and shall be assigned to a vacant position customarily held by a Captain. If no such position is available, the Captain shall be assigned to a vacant position at the discretion of the Employer with equivalent compensation and benefits. During the first six (6) months of the assignment, the Captain may be removed from the position in accordance with the first paragraph of Section 32.1(D), provided that prior to removal the Captain is advised in writing of the reasons for removal and permitted an opportunity to respond in writing to such reasons. After the first six (6) months of the assignment, the Captain's continued service in the position shall be governed by the second and succeeding paragraphs of Section 32.1(D) in addition to Section 32.1(E).

**ARTICLE 33  
COMPLETE AGREEMENT**

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects

or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

#### **ARTICLE 34 SAVINGS CLAUSE**

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

In witness whereof, the parties hereto affix their signatures this \_\_\_\_ day of \_\_\_\_\_ 2010.

For the City of Chicago, an  
Illinois Municipal Corporation

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

---

Richard M. Daley  
Mayor

---

Virginia Drozd  
President

---

Jody Weis  
Superintendent of Police

## **APPENDIX A CAPTAINS**

### **CONFIDENTIAL POSITIONS:**

Within the Management and Labor Affairs Section, one (1) Captain position; within the Research & Development Division, one (1) Captain position; within the executive staff of the Deputy Superintendent of the Bureau of Patrol, one (1) Captain position.

### **MANAGERIAL POSITIONS:**

Within Special Functions Group, one (1) Captain position; within the Identification Section, one (1) Captain position.

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

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

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

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

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Jody Weis  
Superintendent of Police  
Chicago Police Department

Acknowledged:

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Virginia Drozd  
President  
Unit 156-Captains

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

## **APPENDIX C**

### **EXPEDITED ARBITRATION RULES**

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

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

2. Cases subject to the expedited procedure will be heard in as close to chronological order as possible, according to the date filed. Exceptions will be made only in order to facilitate the use of non-employee witnesses.
3. Cases currently scheduled for arbitration may be subject to this expedited procedure, subject to agreement of the parties.
4. Five (5) or six (6) Arbitrators constituting an expedited panel will be selected from the existing panel. The expedited panel will be reviewed every six (6) months, at which time substitutions may be made. In making substitutions, an Arbitrator may be removed at the request of either party, but any substitute must be agreed upon.
5. In scheduling hearings, the Arbitrator on the panel will be required to schedule a block of two (2) or three (3) consecutive hearing days. The parties will attempt to rotate the scheduling equitably among all Arbitrators on the expedited panel, subject to their availability.
6. The parties will attempt to schedule at least two (2) hearings per day before the Arbitrator. Any case not completed at the end of the particular block of hearing days will be the first case heard by the same Arbitrator on his/her next scheduled date.
7. Arbitrators will receive all grievance documents and relevant documents from the Complaint Register file at least one (1) week prior to the hearing at the discretion of the Arbitrator.
8. Arbitrators will be permitted to issue subpoenas in accordance with applicable law. Subpoenas shall not be used for purposes of delay.
9. The expenses of witnesses for either side shall be paid by the party producing such witnesses.
10. Hearings will be scheduled alternately at Employer and Unit 156-Captains designated locations.

11. Each party will represent itself at the hearing and may designate any representative who is not an attorney.
12. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record.
13. The Arbitrator may require witnesses to testify under oath.
14. There shall be no stenographic record of the proceedings.
15. The rules of evidence normally followed in arbitration proceedings shall apply. The Arbitrator shall be the sole judge of the relevance and materiality of the evidence offered.
16. The parties will not file post-hearing briefs. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing, except that any decisions rendered in the expedited proceedings under these rules may not be cited to the Arbitrator.
17. The Arbitrator will issue a short written decision no later than sixty (60) days after the completion of the last day of any scheduled block of hearings. His/her decision shall be based upon the record developed by the parties before and at the hearing, shall include a brief written explanation of the basis for his/her conclusion and shall include reference to the evidence considered and the role that evidence played in reaching his/her decision.



## **APPENDIX D DENTAL PLAN**

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

## **APPENDIX E NETWORK CHANGES**

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

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

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

## **APPENDIX F**

### **IN-NETWORK/OUT-OF-NETWORK CARE**

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

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

This information is also contained in the Employee Benefit Handbook.

## APPENDIX G HEALTH CARE CONTRIBUTIONS FOR ACTIVE CAPTAINS

Effective July 1, 2006, active Captains covered by this Agreement will contribute the following percentages of their base salaries from the appropriate salary schedule in Appendix N towards the cost of their health care:

Single Coverage:      1.2921%

Employee +1: 1.9854%

Family Coverage:      2.4765%

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

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

## **APPENDIX H PRESCRIPTION DRUGS**

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

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

Effective July 1, 2006, co-payments for prescriptions obtained through the mail order plan for all health care plans are as follows:

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

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

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

PPO In-Patient Care Co-Insurance:   Employer           Employee

  In-Network           90%           10%

  Out-of-Network       60%           40%

PPO Out-Patient Care:

80% of \$100.00 Maximum Covered Expenses Per Session

Limit of 7 Sessions Covered If Treatment Is Not Certified

Maximum Covered Expenses Per Year: \$5000.00

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

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

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

HMO Service Limitations:

In-Patient Care:           Maximum of 30 Days Per Year

Out-Patient Care:       Maximum of 30 Visits Per Year

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

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



## **APPENDIX J**

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

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

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

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

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



## **APPENDIX K**

### **PROCEDURES FOR INJURY ON DUTY AND RECURRENCE CLAIMS**

A Captain who has been certified as injured on duty shall be provided the current Medical Services Section referral list of available physicians who are members in good standing of the Workers' Choice Network or its successor and who are qualified to render appropriate medical care for the injury claimed in accordance with the parties' letter of understanding executed on July 29, 2009 and captioned "Medical Services Section Physician Referral List." The Captain will select a physician from the list provided by the Medical Services Section for evaluation and/or treatment. The Medical Services Section will refer the Captain to the physician selected by the Captain.

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

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

## **APPENDIX L**

### **SUBROGATION LANGUAGE FOR CITY OF CHICAGO**

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

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

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

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

The Plan Administrator or its authorized agents are vested with full and final discretionary authority to construe subrogation and other Plan terms and to reduce or compromise the amount of the Plan’s recoverable interest where, in the sole discretion of the Plan Administrator or its

authorized agents, circumstances warrant such action. The Plan shall not be responsible for any litigation-related expenses or attorney fees incurred by or on behalf of a Participant in connection with an Injury claim, unless the Plan shall have specifically agreed, in writing, to pay such expenses or fees.

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

**APPENDIX M**  
**QUARTERLY DIFFERENTIAL FOR CAPTAINS (D-5)**

<b>EFFECTIVE 01/01/2007</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
	<b>First 12 Months</b>	<b>After 12 Months</b>	<b>After 18 Months</b>	<b>After 30 Months</b>	<b>After 42 Months</b>	<b>After 54 Months</b>	<b>After 10 Years</b>	<b>After 15 Years</b>	<b>After 20 Years</b>	<b>After 25 Years</b>
Daily	\$8.64	\$10.68	\$11.41	\$11.56	\$12.17	\$12.79	\$15.11	\$17.57	\$20.28	\$25.13
Monthly	\$259.20	\$320.38	\$342.26	\$346.76	\$364.97	\$383.56	\$453.18	\$527.19	\$608.36	\$753.81
Quarterly	\$777.59	\$961.13	\$1026.79	\$1040.29	\$1094.91	\$1150.68	\$1359.54	\$1581.58	\$1825.09	\$2261.44
Annually	\$3110.34	\$3844.50	\$4107.17	\$4161.16	\$4379.64	\$4602.72	\$5438.15	\$6326.31	\$7300.34	\$9045.74

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

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

<b>EFFECTIVE 01/01/2007</b>	<b>STEP 11</b>
	<b>After 30</b>
	<b>Years</b>
	<b>(prior to 01/01/2006)</b>
Daily	\$31.02
Monthly	\$930.06
Quarterly	\$2791.81
Annually	\$11,167.25

**APPENDIX N**  
**SALARY SCHEDULE FOR CAPTAINS (D-5)**

<b>EFFECTIVE 01/01/2007</b>	<b>STEP 1</b> First 12 Months	<b>STEP 2</b> After 12 Months	<b>STEP 3</b> After 18 Months	<b>STEP 4</b> After 30 Months	<b>STEP 5</b> After 42 Months	<b>STEP 6</b> After 54 Months	<b>STEP 7</b> After 10 Years	<b>STEP 8</b> After 15 Years	<b>STEP 9</b> After 20 Years	<b>STEP 10</b> After 25 Years
Annual	\$80,190.00	\$84,234.00	\$88,404.00	\$92,886.00	\$97,482.00	\$102,276.00	\$105,204.00	\$108,180.00	\$111,174.00	\$113,934.00
Monthly	\$6682.50	\$7019.50	\$7367.00	\$7740.50	\$8123.50	\$8523.00	\$8767.00	\$9015.00	\$9264.50	\$9494.50

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

Step 11 was eliminated from the salary schedule effective January 1, 2006, and no Captains have advanced to Step 11 following December 31, 2005. Captains who were not on Step 11 as of January 1, 2006 will achieve their maximum salary rate at twenty-five (25) years of service on Step 10. Captains on Step 11 prior to January 1, 2006 shall, however, continue to receive the following base salary:

<b>EFFECTIVE 01/01/2007</b>	<b>STEP 11</b>
	<b>After 30</b>
	<b>Years</b>
	<b>(prior to 01/01/2006)</b>
Annual	\$115,566.00
Monthly	\$9630.50

**APPENDIX O**  
**CHICAGO POLICE DEPARTMENT PHYSICAL FITNESS PROGRAM**

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

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

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

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

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

If the test reveals a breath alcohol level equal to or greater than .04 or its urine concentration equivalent, the Officer shall be relieved from duty without compensation until ordered to return to duty, and the Random Drug Testing Unit will refer the matter to the Internal Affairs Division. In the event discipline is recommended, the Internal Affairs Division shall consider whether to agree to hold the discipline in abeyance in exchange for the

Officer's agreement to participate in a rehabilitation program, remain drug and alcohol free for a defined period and comply with other appropriate terms and conditions (i.e., a "last chance" agreement).

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

f. The above changes shall be implemented effective January 1, 2009 or thereafter.

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

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

1. Ecstasy (MDA/MDMA) and anabolic steroids shall be added to the panel of substances for which the Department tests, and Methaqualone shall be removed from such panel. The current panel shall thus be modified as follows:

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

2. During the term of this Agreement, the Department may add or remove additional substances to or from the panel referred to above when it has reasonable grounds for



such addition or removal (such as when new drugs are developed or changes occur in patterns of consumption of dangerous or illegal drugs), provided that it shall provide Unit 156 with thirty (30) days' advance written notice and, upon request, meet with Unit 156 to negotiate the addition or removal of a substance to or from the panel. If the parties are unable to agree on the addition or removal of a substance from the panel, the dispute shall be resolved through the binding grievance and arbitration procedure set forth in Article 9. The sole issue before the Arbitrator shall be whether the Department has a reasonable basis for adding or removing the substance to or from the panel and for the initial and confirmatory test levels.

3. If a test reveals a positive presence of a substance on the above panel or the abuse of prescription drugs, the Random Drug Testing Unit will continue to refer the matter to the Internal Affairs Division.

C. Effective upon ratification, in any instance where an Officer discharges his/her weapon, whether on or off duty, the Officer shall submit to drug and alcohol testing at the direction of the Internal Affairs Division or any superior authority. If the Officer has discharged his/her weapon off duty and the test reveals the presence of alcohol, the Department shall not discipline the Officer based solely on the results of the alcohol test when the Officer's actions are consistent with the Department's use of force guidelines.

D. The Department's existing policies and orders regarding drug and alcohol use shall be amended to state that an Officer is prohibited from consuming alcohol within the four- (4-) hour period preceding the start of a previously scheduled shift or after receiving notice to report for duty.

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

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

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

The parties agree that the health care benefit provided to officers who retire on or after age sixty (60) pursuant to Article 12 of the parties' collective bargaining agreement effective July 1, 2007 through June 30, 2012 ("the Agreement") shall be extended to officers who retire on or after age fifty-five (55), subject to the following terms and conditions:

**A. Applicability**

This memorandum of understanding applies only to any officer who retires on or after age fifty-five (55) with a retirement date on or after November 1, 2009, regardless of whether he/she is currently or then eligible for the health care benefit provided to officers who retire on or after age sixty (60) by Article 12 of the Agreement.

**B. Health Care Benefits Upon Retirement**

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

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

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

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

<b>Filing Deadline</b>	<b>Effective Date of Retirement</b>
30 Days Prior to Effective Date of Retirement	11/01/2009 through 03/31/2010
10/01/2010	11/01/2010 through 12/31/2010
10/01/2011	11/01/2011 through 12/31/2011

For calendar year 2012 and each succeeding calendar year thereafter, the schedule shall be a filing deadline of October 1 with effective dates of retirement of November 1 through December 31.

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

**1. Legally Required Final Compensation**

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

## **2. Non-FLSA Compensatory Time**

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

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

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

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

**D. Term of Memorandum of Understanding**

The terms and conditions of this memorandum of understanding shall be subject to renegotiation by the parties beginning on or after June 30, 2012 as part of the collective bargaining negotiations for a successor collective bargaining agreement.

**E. Ratification of Memorandum of Understanding**

This memorandum of understanding is a component of the parties' tentative agreement for an overall successor collective bargaining agreement effective July 1, 2007 through June 30, 2012 and is subject to the ratification processes for such collective bargaining agreement designated by Unit 156A-Sergeants, Unit 156B-Lieutenants and Unit 156C-Captains respectively.

Notwithstanding Section 28.3(A)(2) of the current collective bargaining agreement, if the successor collective bargaining agreement is ratified by Unit 156A-Sergeants, Unit 156B-Lieutenants or Unit 156C-Captains respectively, then this memorandum of understanding shall become effective on the date of such ratification and shall be implemented as expeditiously as possible. In accordance with Section 28.3(A)(2), the Employer will then submit the successor collective bargaining agreement to the City Council of the City of Chicago for ratification, and the parties will otherwise proceed as required by Section 28.3(A)(2).

If the successor collective bargaining agreement is not ratified by Unit 156A-Sergeants, Unit 156B-Lieutenants or Unit 156C-Captains respectively, the terms and conditions of this memorandum of understanding shall be considered null and void.

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



# FRANCZEK RADELET

*Attorneys and Counselors*

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July 29, 2009

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

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

Dear Mr. Gittler:

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

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

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



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

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

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Marvin Gittler



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July 29, 2009

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

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

Dear Mr. Gittler:

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

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

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Marvin Gittler





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July 29, 2009

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

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

Dear Mr. Gittler:

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

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

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Marvin Gittler



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July 29, 2009

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

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

Dear Mr. Gittler:

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

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

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Marvin Gittler



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July 29, 2009

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

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

Dear Mr. Gittler:

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

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Marvin Gittler



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July 29, 2009

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

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

Dear Mr. Gittler:

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

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

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

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Marvin Gittler



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August 20, 2009

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

**Re: Uniform Allowance**

Dear Mr. Gittler:

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

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Marvin Gittler