



# City of Chicago Office of the City Clerk

City Hall  
121 North LaSalle Street  
Room 107  
Chicago, IL 60602  
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## Legislation Referred to Committees at the Chicago City Council Meeting 6/25/2014 Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
1	O2014-5685	Conversion or demolition of existing single-room occupancy units and residential hotels requiring permits to perform prohibited work	Emanuel (Mayor) Burns (4) Burnett (27) Moreno (1) Pawar (47) Moore (49) Smith (43)	Housing
2	O2014-5699	Amended and restated Deferred Compensation Plan	Emanuel (Mayor)	Workforce Development
<b>Agreement(s) - Collective Bargaining</b>				
3	O2014-5589	Collective Bargaining Agreement with Chicago Firefighters Union Local No. 2	Emanuel (Mayor)	Workforce Development
4	O2014-5601	Collective Bargaining Agreement with Policemen's Benevolent & Protective Association of Illinois, Unit 156-Captains	Emanuel (Mayor)	Workforce Development
<b>Agreement(s) - Intergovernmental</b>				
5	O2014-5106	Intergovernmental agreement with Board of Trustees of University of Illinois at Chicago for land transfer and conveyance of property at 1220 S Wood St	Emanuel (Mayor)	Housing
6	O2014-5145	Intergovernmental agreement with Chicago Park District for restorative improvements to Garfield Park	Emanuel (Mayor)	Finance
7	O2014-5632	Intergovernmental agreement with Metropolitan Water Reclamation District of Greater Chicago and Department of Streets and Sanitation for delivery and distribution of wood chips	Emanuel (Mayor)	Budget
<b>Appointment(s)</b>				
8	A2014-68	Appointment of Emma Dixson Brown as member of Special Service Area No. 45, 103rd Halsted Commission	Emanuel (Mayor)	Finance
9	A2014-69	Reappointment of LaTonya D. Anderson and Eric R. Chin as members of Special Service Area No. 45, 103rd Halsted Commission	Emanuel (Mayor)	Finance
10	A2014-70	Reappointment of Marcia E. Blake and Susan Reyna-Guerrero as members of Special Service Area No. 44, 103rd Beverly Commission	Emanuel (Mayor)	Finance
11	A2014-71	Appointment of Daniel R. Scott as member of Special Service Area No. 38, Northcenter Commission	Emanuel (Mayor)	Finance

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6/25/2014

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
12	A2014-72	Appointment of Melissa L. Salvatore as member of Special Service Area No. 27, West Lakeview Commission	Emanuel (Mayor)	Finance
<b>Fund 925 Amendment(s)</b>				
13	O2014-5616	Amendment of 2014 Annual Appropriation Ordinance within Fund No. 925 for Department of Transportation	Emanuel (Mayor)	Budget
<b>Municipal Code Amendment(s)</b>				
14	O2014-5041	Amendment of Municipal Code Sections 4-4-333 and 4-4-334 regarding synthetic marijuana and synthetic stimulants	Emanuel (Mayor) Burke (14) Thompson (16)	License
15	O2014-5058	Amendment of Municipal Chapters 3-64, 7-50 and 7-51 increasing surcharge or fee imposed upon subscribers of telecommunication services	Emanuel (Mayor) Austin (34) Burke (14) Moreno (1) Dowell (3) Burns (4) Sawyer (6) Holmes (7) Harris (8) Pope (10) Balcer (11) Cardenas (12) Quinn (13) Foulkes (15) Thompson (16) Thomas (17) Lane (18) O'Shea (19) Cochran (20) Brookins (21) Zalewski (23) Chandler (24) Solis (25) Burnett (27) Graham (29) Reboyras (30) Suarez (31) Mell (33) Colón (35) Sposato (36) Mitts (37) Cullerton (38) Laurino (39) O'Connor (40) O'Connor (41) Smith (43) Cappleman (46) Pawar (47) Moore (49)	Finance

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6/25/2014

Section 1a - Mayoral Introductions

File #	Title	Sponsor(s)	Committee Referral	
16	O2014-5070	Amendment of Municipal Code Sections 8-4-060, 8-4-070 and 8-4-120 regarding fines for vandalism	Emanuel (Mayor) Zalewski (23) Moreno (1) Harris (8) Pope (10) Balcer (11) Cardenas (12) Quinn (13) Burke (14) Thompson (16) O'Shea (19) Cochran (20) Burnett (27) Reboyras (30) Mell (33) Suarez (31) Colón (35) Mitts (37) Cullerton (38) Cappleman (46) Pawar (47) Osterman (48) Moore (49)	Public Safety

**Property - Acquisition**

17	O2014-4980	Acquisition of property at 1163 East 43rd St for reconstruction of pedestrian bridge	Emanuel (Mayor)	Housing
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**Tax Increment Financing**

18	O2014-5751	Amendment No. 2 to Pulaski Corridor Tax Increment Financing (TIF) Redevelopment Plan and Project	Emanuel (Mayor)	Finance
19	O2014-5752	Amendment to Belmont/Cicero Tax Increment Financing (TIF) Redevelopment Plan and Project	Emanuel (Mayor)	Finance
20	O2014-5753	Amendment No. 1 to Western/Ogden Tax Increment Financing (TIF) Redevelopment Plan and Project	Emanuel (Mayor)	Finance
21	O2014-5754	Amendment No. 4 to Stockyards Southeast Quadrant Industrial Redevelopment Area	Emanuel (Mayor)	Finance
22	O2014-5755	Amendment No. 3 to 95th & Western Redevelopment Plan and Project	Emanuel (Mayor)	Finance



# City of Chicago



O2014-5685

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)  
Burns (4)  
Burnett (27)  
Moreno (1)  
Pawar (47)  
Moore (49)  
Smith (43)

**Type:** Ordinance

**Title:** Conversion or Demolition of existing Single-Room  
Occupancy Units and Residential Hotels requiring permits to  
perform prohibited work

**Committee(s) Assignment:** Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Buildings, I transmit herewith, together with Aldermen Burnett, Moreno, Burns, Smith, Pawar and Moore, an ordinance regarding SROs and residential hotels.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

**WHEREAS**, The City of Chicago is a home-rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, The City's home-rule authority includes the power to enact ordinances and regulations aimed at helping individuals and families facing homelessness in Chicago gain access to safe, decent, and affordable housing, as well as the power to provide the support needed to sustain that housing; and

**WHEREAS**, Single-room occupancy buildings (SROs) and residential hotels are often the housing of last resort for the poor; and

**WHEREAS**, The City Council has determined that SROs and residential hotels are an essential component of the City's affordable housing supply; and

**WHEREAS**, SROs and residential hotels are increasingly scarce due to sale and other market forces; and

**WHEREAS**, The number of SROs and residential hotels in Chicago has declined dramatically in recent years. At the beginning of 2009, there were 103 licensed SROs in the City; today, there are only 73. From 2011 to date, developers have converted more than 1,600 SRO and residential hotel units to different uses. For example, the City lost 430 units when the Belair Hotel and Sheffield House closed in 2011. And 2013 saw the closing of the 190-unit Tokyo Hotel, the 138-unit Chateau Hotel, and the 100-unit New Jackson Hotel; and

**WHEREAS**, The loss of these effectively irreplaceable forms of affordable housing could force low income households into homelessness, subjecting many more persons and families to inhumane living conditions and increased crime; and

**WHEREAS**, Increased numbers of homeless persons would add to the already practically overwhelming burden on public and non-profit agencies that provide protective care, social services, healthcare, psychological counseling, nutritional programs, and other necessary support to this population; and

**WHEREAS**, For these reasons, the City has a vital interest in preserving the existing housing affordable to low-income households by discouraging the demolition of SROs and residential hotels, as well as their conversion to other residential and commercial uses; now, therefore,

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

**SECTION 1.** The recitals set forth above are incorporated herein by reference as findings of fact and made a part hereof.

**SECTION 2.** As used in this ordinance:

“Covered property” means any Single-Room Occupancy Building, Single-Room Occupancy Unit, Residential Hotel, or Residential Hotel Unit in the City of Chicago.

"Commissioner" means the commissioner of buildings.

"Conversion" means any action that transforms all or part of a Covered Property into any type of use, residential or non-residential, that does not fall under the category of Covered Property.

"Demolition" means any action resulting in the complete or partial, interior or exterior, destruction of a Covered Property, or the combination of two or more units in a Covered Property to make a larger unit, or any other action that results in the reduction of the number of units in a Covered Property.

"Residential Hotel" means any building or structure kept, used, maintained, or advertised or held out to the public, as of the date this ordinance is introduced, to be an inn, hotel, motel, family hotel, apartment hotel, lodging house, or other place where furnished sleeping or rooming accommodations are made available for hire or rent, with or without meals, and in which seven or more sleeping rooms are used or maintained for the primary residence of guests, lodgers, or roomers who reside in the property for at least 32 consecutive days, and pay rent to the owner. The term "Residential Hotel" does not include any hospital, convent, monastery, extended care facility, asylum, not-for-profit home for the aged, temporary overnight shelter, transitional shelter or residence, domestic violence shelter or residence, community home, or dormitory owned and operated by an elementary school, high school, or institution of higher learning. For purposes of this definition, a person is not a guest, lodger, or roomer if his or her employer pays, directly or through reimbursement, the costs of his or her lodging.

"Residential Hotel Unit" means a room within a Residential Hotel used as, or intended to be used as, a residential housekeeping for living or sleeping.

"Single-Room Occupancy Building" and "Single-Room Occupancy Unit" have the meanings ascribed those terms in section 13-4-010 of the Municipal Code of the City of Chicago.

**SECTION 3.** A moratorium is hereby imposed on the issuance of any building permit where the proposed scope of work would result in the Conversion or Demolition of any portion of a Covered Property, or for any work that requires a building permit at the location where any portion of a Covered Property was subjected to Conversion or Demolition after the introduction of this ordinance. This moratorium shall expire either on the 181st day after the date this ordinance goes into effect, or on the date a superseding ordinance addressing the Conversion or Demolition of Covered Properties goes into effect, whichever comes first.

**SECTION 4.** The moratorium imposed by this ordinance shall not apply to any development agreement or other agreement specifically authorized by the City Council prior to the date this ordinance goes into effect.

**SECTION 5.** The Commissioner is authorized to develop standards, procedures, and forms necessary to determine whether a particular permit applicant seeks permission to perform work prohibited by the moratorium described in section 3 of this ordinance. If a permit application is denied on the ground that it is subject to the moratorium described in section 3 of this ordinance, the applicant may file a written objection to the denial, in a form prescribed by the Commissioner. Any such objection shall be strictly limited to the issue whether the denied application seeks permission to perform work subject to the moratorium described in section 3 of this ordinance. The Commissioner shall rule on each objection within 21 days of receipt.

Where the Commissioner sustains an objection made pursuant to this section, she shall allow the permit application to proceed through the standard steps for processing such applications. Where the Commissioner overrules an objection made pursuant to this section, the applicant shall have 14 days to appeal that decision by submitting to the Commissioner a written request for a hearing before the City's department of administrative hearings. Such request shall be deemed effective when received by the Commissioner. Upon receipt of a timely request for a hearing, the Commissioner shall institute an action before the department of administrative hearings. The decision of the department of administrative hearings shall be subject to review pursuant to applicable law.

**SECTION 6.** If any provision, clause, sentence, paragraph, section, or part of this ordinance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair, or invalidate the remainder of the ordinance. It is hereby declared to be the legislative intent that this ordinance would have nevertheless been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

**SECTION 7.** Any application for a building permit to perform work that would be prohibited by the moratorium described in section 3 of this ordinance that is filed during the period beginning on the date this ordinance is introduced and ending on the date this ordinance goes into effect shall be subject to the following process: The application shall be placed on file and not acted upon for a period lasting up to 60 days after the date this ordinance is introduced. If this ordinance does not become law within 60 days following its introduction, the application shall proceed through the standard steps for processing such applications. If this ordinance becomes law within 60 days following its introduction, the application shall be subject to the moratorium imposed by, and other provisions of, this ordinance.

**SECTION 8.** This ordinance shall take effect upon passage and approval, and shall apply retroactively in the manner provided in section 7 above.





# City of Chicago



O2014-5699

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Approval of amended and restated Deferred Compensation Plan
<b>Committee(s) Assignment:</b>	Committee on Workforce Development and Audit

WIKIFORCE



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the City Comptroller, I transmit herewith an ordinance authorizing the adoption of an amended and restated Deferred Compensation Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads 'Rahm Emanuel'.

Mayor

## ORDINANCE

WHEREAS, The City of Chicago adopted an ordinance establishing a deferred compensation plan (the "Deferred Compensation Plan") for the employees of the City of Chicago on December 29, 1981, the *Journal of the Proceedings of the City Council*, pages 8921 -- 8928, and amended it on November 18, 1982, the *Journal of the Proceedings of the City Council*, pages 13682 -- 13685, and further amended it on January 23, 1985, the *Journal of the Proceedings of the City Council*, pages 12747 -- 12751, and further amended it on February 7, 1990, the *Journal of the Proceedings of the City Council*, pages 10993 -- 11005, and further amended it on October 28, 1997, the *Journal of the Proceedings of the City Council*, pages 54112 -- 54129, and further amended it December 5, 2001, the *Journal of the Proceedings of the City Council*, pages 73627 -- 73647; and

WHEREAS, Certain provisions of the Deferred Compensation Plan must be modified to conform with current requirements of applicable legislation and regulations and in order to add certain provisions to provide flexibility and clarification; and

WHEREAS, It is desirable to restate and amend the Deferred Compensation Plan in one comprehensive document; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The amended and restated Deferred Compensation Plan, in substantially the form attached hereto as Exhibit A, is hereby approved, and the Mayor or his designee, duly authorized in writing, is hereby authorized to execute on behalf of the City the amended and restated Deferred Compensation Plan in substantially the form attached hereto as Exhibit A.

SECTION 2. All ordinance, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

Exhibit "A" referred to in this ordinance reads as follows:

**EXHIBIT "A"**

**CITY OF CHICAGO  
DEFERRED COMPENSATION PLAN**

(As Amended and Restated Effective [●], 2014)

The City of Chicago has approved and adopted an amended and restated City of Chicago Deferred Compensation Plan (the “Plan”) effective as of the Effective Date. The Plan is intended to be an “eligible deferred compensation plan” as defined in §457(b) of the Internal Revenue Code of 1986 (“Eligible 457 Plan”). The Plan consists of the provisions set forth in this plan document and is applicable to current Participants and also to each eligible Public Employee who hereafter elects to participate in the Plan in accordance with its terms. The Plan is effective as to each such Public Employee upon the date he/she becomes a “Participant” by entering into and filing with the Administrative Services Provider the Participation Agreement and/or the Acknowledgement Card referred to herein.

## ARTICLE I DEFINITIONS

1.01 “**Account**” means the separate Account(s) which the Administrative Services Provider maintains under the Plan for a Participant’s Deferred Compensation. The Administrative Services Provider may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary’s life expectancy.

1.02 “**Accounting Date**” means the last day of the Plan Year.

1.03 “**Acknowledgement Card**” means the application to the Administrative Services Provider to participate in the Plan’s Social Security replacement feature pursuant to Section 2.03 of the Plan.

1.04 “**Administrative Services Provider**” means the person or entity which acts as the third party administrative services provider appointed by the Employer or the Deferred Compensation Plan Committee to carry out nondiscretionary administrative functions for the Plan. In the absence of appointment of a third party as the Administrative Services Provider, the Employer, acting through the Deferred Compensation Plan Committee or other duly authorized designee, shall serve as the Administrative Services Provider.

1.05 “**Beneficiary**” means a person who the Plan or a Participant designates and who is or may become entitled to a Participant’s Account upon the Participant’s death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Beneficiary has received full distribution of his/her Plan benefit. A Beneficiary’s right to (and the Administrative Services Provider’s duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.06 “**Code**” means the Internal Revenue Code of 1986, as amended.

1.07 “**Compensation**” for purposes of allocating Deferral Contributions with respect to a Public Employee means the employee’s wages, salaries, fees for professional services, and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent the amounts would have been received and includible in gross income but for an election under Code §§ 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), and 457(b), including an election to defer Compensation under Article III). Compensation also includes any amount that the Internal Revenue Service in published guidance declares to constitute compensation for purposes of an Eligible 457 Plan. Notwithstanding the foregoing, for the avoidance of doubt, a Participant’s Compensation for purposes of allocating Deferral Contributions shall not include settlement awards paid to the Participant that are not based on wages, salaries, fees for professional services, or other compensation.

**(A) Elective Contributions.** Compensation under Section 1.07 includes Elective Contributions. “Elective Contributions” are amounts excludible from the Public Employee’s gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Public Employee’s election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

**(B) Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment; (ii) the differential wage payment shall be treated as compensation; and (iii) the plan will not be treated

as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

**(C) Social Security Replacement Compensation.** With respect to a Public Employee who elects to make Deferral Contributions to the Social Security replacement feature of the Plan pursuant to Section 2.03, such Deferral Contributions shall be based solely on the portion of such Public Employee's Compensation that is comprised of base wages or base salary ("Social Security Replacement Compensation").

1.08 **"Custodian"** means a bank or person who qualifies as a non-bank custodian under Code §401(f)(2) and who accepts the position of Custodian of the Plan's assets that are held under a Custodial Account by executing a Custodial Account Agreement.

1.09 **"Custodial Account"** means an account established under the Plan pursuant to Code §457(g)(3) to hold, for the exclusive benefit of Participants and their Beneficiaries, assets of the Plan that are not held in a trust or annuity contract, including, without limitation, Deferred Compensation, amounts rolled into or transferred to the Plan, property and rights purchased with such amounts, and all income attributable to such amounts, property or rights, and under which a Custodian is appointed. For purposes of the Plan, a Custodial Account is treated as a trust.

1.10 **"Custodial Account Agreement"** means an agreement with a Custodian with respect to a Custodial Account.

1.11 **"Deferral Contributions"** means with respect to a Participant the Participant's Salary Reduction Contributions and Designated Roth Contributions, which are contributions the Employer makes to the Plan on behalf of a Participant who entered into a Participation Agreement and/or Acknowledgement Card pursuant to which such Participant elected to participate in the Plan. The Employer or the Administrative Services Provider (if applicable) in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred. The Employer or Administrative Services Provider (if applicable) in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions.

1.12 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.13 **"Deferred Compensation Plan Committee"** means the committee whose members are appointed from time to time by the Mayor of the City of Chicago to perform the functions and duties reserved to the Employer, unless the context clearly indicates otherwise, under the Plan. In the absence of appointment of committee members by the Mayor, "Deferred Compensation Plan Committee" shall mean the Comptroller, Budget Director, Chief Financial Officer and Commissioner of Human Resources of the City of Chicago.

1.13A **"Designated Roth Contributions"** means a Participant's Deferral Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Participant in his or her deferral election. A Participant's Designated Roth Contributions will be separately accounted for, as will gains and losses attributable to those Designated Roth Contributions. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., Designated Roth Contributions that have not been distributed) and the year in which the Participant first made a Designated Roth Contribution.

1.14 **"Effective Date"** of this amendment and restatement of the Plan means the later of the date as of which the Chicago City Council approved the Plan or the date on which the Plan was executed by the Mayor of the City of Chicago, thereby adopting the Plan. For administrative purposes, the term "Effective Date" as to any provision of the Plan means the earlier of (a) the Effective Date as defined in the immediately preceding sentence or (b) the date as of which such provision was required by applicable law to apply to the Plan or, in the case of discretionary Plan provisions, the date as of which the provision was approved for inclusion in the Plan..

1.15 **"Employer"** means the City of Chicago or any of its departments for which services are performed by a Participant. "Employer" for purposes of the Plan also includes agencies of the City of Chicago that the City of Chicago permits from time to time to be employers under the Plan whose eligible employees may become Participants. As of the Effective Date, the only such agency that is an Employer under the Plan is the Board of Election Commissioners for the City of Chicago.

1.16 **“Excess Deferrals”** means Deferral Contributions to an Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.17 **“Includible Compensation”** means, for the Public Employee’s Taxable Year, the Public Employee’s total Compensation within the meaning of Code §415(c)(3) paid to the Public Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee’s gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Public Employee’s gross income for federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.18 **“Independent Contractor”** means any person receiving any type of compensation from the Employer for which services are rendered pursuant to one or more written contracts, if such person is not treated by the Employer as an employee. Independent Contractors are not eligible to participate in the Plan.

1.19 **“Leased Employee”** means an employee within the meaning of Code § 414(n).

1.20 **“Normal Retirement Age”** means the age specified in writing by the Participant within a range of ages ending no later than 70½ and beginning no earlier than the earliest age at which the Participant has the right to retire under the applicable Employer’s retirement plan other than the Plan (if he/she belongs to or has a right to belong to such a plan), without consent of the Employer and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age in the applicable Employer’s retirement plan. Otherwise, the Normal Retirement Age designated by the Participant or Employer shall be no earlier than age 65 years.

*Special Rule for Eligible Plans of Qualified Police or Firefighters.* A Participant who is a qualified police officer or firefighter as defined under Code §415(b)(2)(H)(ii)(I) may designate a Normal Retirement Age between age 50 years and age 70½ years.

1.21 **“Participant”** is a Public Employee who elects to participate in the Plan in accordance with the provisions of Section 2.01 or an individual who has previously deferred Compensation under the Plan by a Participation Agreement and/or Acknowledgement Card and has not received a complete distribution of his/her Account.

1.22 **“Participation Agreement”** means the agreement to enroll and participate in the Plan that is completed by the Participant and provided to the Administrative Services Provider. The Participation Agreement is the agreement, by which the Employer reduces the Participant’s Compensation for contribution to the Participant’s Account.

1.23 **“Plan”** means the City of Chicago Deferred Compensation Plan (As Amended and Restated Effective [●], 2014). All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.24 **“Plan Entry Date”** means the date on which a Public Employee completes and files a Participation Agreement with the Administrative Services Provider.

1.25 **“Plan Year”** means the calendar year in which the Plan initially became effective (1981), and each succeeding calendar year during the existence of the Plan.

1.26 **“Post-Severance Compensation”** has the meaning set forth in Section 3.02(C).

1.27 **“Public Employee”** means any person, including an elected or appointed official, who receives any type of Compensation from the Employer for which services are rendered. For purposes of this Plan, “Public Employee” shall specifically exclude Independent Contractors and Leased Employees.

1.28 **“QDRO”** means a qualified domestic relations order as defined in Code §414(p).

1.29 **“Rollover Contribution”** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Public Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Public Employee or Participant rolls directly or indirectly into the Plan. A Rollover Contribution excludes after-tax employee contributions, as adjusted for net income, gain or loss. A Participant’s “Rollover Contributions Account” shall be the subaccount under his/her Account

established to hold the Participant's Rollover Contributions, if any. A Rollover Contributions Account includes net income, gain or loss attributable to the Rollover Contribution(s).

1.29A **"Salary Reduction Contributions"** means a Participant's Deferral Contributions that are elective deferrals which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Salary Reduction Contributions by the Participant in his or her deferral election. A Participant's Salary Reduction Contributions will be separately accounted for, as will net income, gain or loss, attributable to those Salary Reduction Contributions. All Deferral Contributions of a Participant prior to the effective date as of which the Participant first makes Designated Roth Contributions are Salary Reduction Contributions.

1.30 **"Service"** means any period of time the Public Employee is in the employ of the Employer. A Public Employee terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any "Qualified Military Service" (within the meaning of Code §414(u)) the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by Qualified Military Service under Code §414(u) or who is on a leave of absence for Qualified Military Service under Code §414(u) may elect to make additional Deferral Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period of Qualified Military Service if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Plan shall apply the limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) **"Continuous Service"** means Service with the Employer during which the Public Employee does not incur a Severance from Employment.

(C) **"Severance from Employment."**

(1) **Public Employee.** A Public Employee has a Severance from Employment when the Public Employee ceases to be a Public Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Uniformed Services.** for purposes of distributions to an individual in the uniformed services, such individual will be treated as incurring a Severance from Employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A). However, the Plan will not distribute the benefit to such an individual without that individual's consent, so long as the individual is receiving differential wage payments.

If an individual elects to receive a distribution under this provision, the individual may not make Deferral Contributions to the Plan during the 6-month period beginning on the date of the distribution.

1.31 **"Social Security Replacement Compensation"** has the meaning set forth in Section 1.07(C).

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.34 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 5.02.

1.35 **"Unforeseeable Emergency"** means severe financial hardship to the Participant or the primary Beneficiary of the Participant (as designated in writing by the Participant) resulting from a sudden and unexpected illness or accident of the Participant, the primary Beneficiary of the Participant, or a dependent (as defined in Code §152(a)) of the Participant or primary Beneficiary, loss of the Participant's or primary Beneficiary's property due to casualty, or other similar or extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or primary Beneficiary.



## ARTICLE II PARTICIPATION IN PLAN

2.01 ELIGIBILITY. Each eligible Public Employee becomes a Participant in the Plan when he/she completes and files a Participation Agreement and/or Acknowledgement Card, as applicable. The Participant is obligated to inform the Employer of his/her participation in any other State or local deferred compensation plan(s) in any Taxable Year beginning after December 31, 1981. Each Public Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan.

2.02 PARTICIPATION UPON REEMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his/her re-employment.

2.03 SPECIAL ELIGIBILITY PROVISIONS FOR PARTICIPANTS USING THE PLAN'S SOCIAL SECURITY REPLACEMENT FEATURE. The Employer has elected to use the Plan as a Social Security replacement plan with respect to eligible Public Employees who are employed by the City of Chicago, Law Department or the Board of Election Commissioners for the City of Chicago; provided, however, that any such Public Employee who becomes eligible for, and elects to participate in, the Municipal Employees' Annuity and Benefit Fund of Chicago (or successor plan thereto or other pension fund of the Employer that requires as a condition of participation that employees make Social Security replacement contributions) shall cease to be eligible to participate in the Plan's Social Security replacement feature. Eligible Public Employees who elect to make contributions to the Plan pursuant to the Plan's Social Security replacement feature shall not be permitted to receive Unforeseeable Emergency withdrawals described in Section 4.05(a) or to take loans pursuant to Section 6.03 with respect to such Social Security replacement contributions or income thereon. The restrictions in the immediately preceding sentence shall not apply with respect to the Participant's contributions to the Plan, if any, that are not made under the Plan's Social Security replacement feature. Eligible Public Employees who elect to make contributions to the Plan pursuant to the Plan's Social Security replacement feature shall not be permitted to make Designated Roth Contributions pursuant to the Plan's Social Security replacement feature, and, for clarification, reference to "Deferral Contributions" in this Section 2.03 shall mean Salary Reduction Contributions and shall not include Designated Roth Contributions.

**(A) Eligibility for new Public Employees to participate in Social Security replacement feature of Plan.** A new Public Employee who is eligible to make contributions to the Plan pursuant to the Plan's Social Security replacement feature may, in his/her sole discretion, sign and file with the Administrative Services Provider an Acknowledgement Card and thereby consent to a reduction of salary by the amount of the Deferral Contribution specified in the Acknowledgement Card. Contributions to such a Participant's Account that are intended to be Social Security replacement contributions must equal at least 7.5% of the Participant's Social Security Replacement Compensation, or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. §31.3121(b)(7)-2, and the reduction in the Participant's salary shall begin as soon as administratively practicable thereafter, but in no event earlier than the first pay period commencing during the first month after the date on which the Acknowledgement Card is filed with the Administrative Services Provider. There shall be made available under the Plan one or more investment options for the investment of Social Security replacement contributions that satisfy(-ies) the reasonable interest rate requirement of Treas. Reg. §31.3121(b)(7)-2(e)(2)(iii)(C).

**(B) Eligibility for current Public Employees to participate in Social Security replacement feature of Plan.** A Public Employee who is either newly eligible to participate in the Plan or is already a Participant in the Plan and is eligible to make contributions to the Plan pursuant to the Plan's Social Security replacement feature may, in his/her sole discretion, sign and file with the Administrative Services Provider an Acknowledgement Card and thereby consent to a reduction of salary by the amount of the Deferral Contribution specified in the Acknowledgement Card. Contributions to such a Participant's Account that are intended to be Social Security replacement contributions must equal at least 7.5% of the Participant's Social Security Replacement Compensation or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. §31.3121(b)(7)-2, and the reduction in the Participant's salary shall begin as administratively practicable thereafter, but in no event earlier than the first pay period commencing during the first month after the date on which the Acknowledgement Card is filed with the Administrative Services Provider.

## ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 AMOUNT.

**(A) Contribution Formula.** For each Plan Year, the Employer will contribute to the Plan on behalf of each Public Employee who is a Participant in the Plan the amount of Deferral Contributions the Public Employee elected to make under the Plan for such Plan Year.

**(B) Return of Contributions.** The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer will return the Participant's contribution, within one year after payment of the contribution.

**(C) Payment of Contribution.** The Employer will deposit Deferral Contributions to the Custodial Account or other funding vehicle established under the Plan as soon as administratively practicable but not later than 30 days from the date such contributions are withheld from the Participant's pay. Neither the Administrative Services Provider nor the Custodian is responsible for the delay of deposits of Deferral Contributions caused by the Employer.

### 3.02 DEFERRAL CONTRIBUTIONS.

**(A) Deferral from Vacation and Back Pay.** Except with respect to contributions made to the Plan pursuant to the Plan's Social Security replacement feature, Participants may make Deferral Contributions from accumulated vacation pay, if any, or from back pay, if any.

**(B) Application to Leave of Absence and Disability.** The Participation Agreement and/or Acknowledgement Card will continue to apply during the Participant's leave of absence or the Participant's disability (as the Employer shall establish), if the Participant has Compensation (or Social Security Replacement Compensation, as the case may be) other than imputed compensation or disability benefits.

**(C) Post-severance deferrals limited to Post-Severance Compensation.** Deferral Contributions are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

**Post-Severance Compensation defined.** Post-Severance Compensation includes the amounts described in (1) and (2) below, paid after a Participant's Severance from Employment with the Employer, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment.

**(1) Regular pay.** Post-Severance Compensation *includes* regular pay after Severance of Employment, if any, if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

**(2) Leave cashouts.** Post-Severance Compensation *includes* leave cashouts, if any, if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts, if any, are payment for unused accrued bona fide vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

**(3) Salary continuation payments for military service Participants.** Post-Severance Compensation includes payments to an individual who does not currently perform services for the Employer by reason of Qualified Military Service (as described in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

**Limitation on Post-Severance Compensation.** Any payment of Compensation (or Social Security Replacement Compensation, as applicable) paid after Severance of Employment that is not described in Section 3.02(C)(1) or 3.02(C)(2) is not Post-Severance Compensation, even if payment is made by the later of 2½ months after Severance from Employment or by the end of the calendar year that includes the date of such Severance of Employment.

**(D) Miscellaneous.** Nothing in this Section 3.02, or any other provision of the Plan referring to compensation, is intended to modify, or shall be construed as modifying, any compensation policy, arrangement or practice of the Employer.

3.03 NORMAL LIMITATION. Except as provided in Sections 3.04 and 3.05, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or, beginning January 1, 2006, such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.04 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under the Section 3.03 normal limitation, or

(b) the underutilized limitation.

**(A) Underutilized Limitation.** A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation on contributions for the Taxable Year, and (ii) the normal limitation on contributions for each of the prior Taxable Years of the Participant commencing after 1981 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the normal limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contribution described in Section 3.05.

**(B) Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

**(C) Pre-2002 Coordination.** In determining a Participant's underutilized limitation for pre-2002 Taxable Years, the coordination rule in effect under now repealed Code §457(c)(2) applies. Additionally, the normal limitation for pre-2002 Taxable Years is applied in accordance with Code §457(b)(2) as then in effect.

3.05 AGE 50 CATCH-UP CONTRIBUTION. All Public Employees who are eligible to make Deferral Contributions under this Plan and who have attained age 50 years before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, a Public Employee makes a catch-up contribution under Section 3.04, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.05. A catch-up eligible Participant in each Taxable Year is entitled to make contributions equal to the greater of the catch-up amount determined under Section 3.04 or the catch-up amount determined under Section 3.05 plus the Section 3.03 normal limitation amount.

3.06 CONTRIBUTION ALLOCATION. The Administrative Services Provider will allocate to each Participant's Account his/her Deferral Contributions.

3.07 ALLOCATION CONDITIONS. The Plan does not impose any allocation conditions.

3.08 ROLLOVER CONTRIBUTIONS. The Plan permits Rollover Contributions.

**(A) Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to permit or not to permit Rollover Contributions to this Plan or may elect to limit an eligible Public Employee's right or a Participant's right to make a Rollover Contribution. If the Employer permits Rollover Contributions, any Participant (or as applicable, any eligible Public Employee), with the Employer's written consent and after filing with the Administrative Services Provider the form prescribed by the Administrative Services Provider, may make a Rollover Contribution to the Custodial Account or other funding vehicle established under the Plan. Before a Rollover Contribution is accepted by the Plan, a Participant (or eligible Public Employee) may be required to furnish satisfactory evidence that the proposed rollover is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Plan may require that a Rollover Contribution be comprised solely of cash or may permit the rollover of property other than property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Custodial Account or other funding vehicle established under the Plan.

**(B) Pre-Participation Rollover.** If an eligible Public Employee makes a Rollover Contribution to the Custodial Account or other funding vehicle established under the Plan prior to entering into a Participation Agreement or completing and signing an Acknowledgement Card, the Public Employee shall be treated as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, his/her Rollover Contributions Account shall be distributed to the limited Participant in accordance with Article IV.

**(C) Separate Accounting.** The Administrative Services Provider shall account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Eligible 457 Plan); and (2) amounts rolled into this Plan from another Eligible 457 Plan. The Administrative Services Provider for purposes of ordering any subsequent distribution from this Plan may designate a distribution from a Participant's Rollover Contributions Account as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contributions Accounts.

**3.09 DISTRIBUTION OF EXCESS DEFERRALS.** In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.09 and Section 3A.04, as applicable.

The Administrative Services Provider will distribute Excess Deferrals from the Plan as soon as is reasonably practicable following the Administrative Services Provider's or Employer's determination of the amount of the Excess Deferral.

**(A) Plan Aggregation.** If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

**(B) Individual Limitation.** If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Administrative Services Provider may, but is not required to, correct the Excess Deferrals by making a corrective distribution from this Plan.

**3.10 DOLLAR LIMITS.** The table below shows the applicable dollar amounts described in Section 3.03(a) and limitations on age 50 catch-up contributions described in Section 3.05 through the 2006 calendar year. These amounts are adjusted after 2006 for changes in the cost-of-living to the extent permitted in Code §415(d).

Year	Applicable Dollar Amount	Age 50+ Catch-up Contribution Limitation
2002	\$11,000	\$1,000
2003	\$12,000	\$2,000
2004	\$13,000	\$3,000
2005	\$14,000	\$4,000
2006	\$15,000	\$5,000

### ARTICLE IIIA DESIGNATED ROTH CONTRIBUTIONS

**3A.01 DESIGNATED ROTH CONTRIBUTIONS PERMITTED.** Subject to the conditions and limitations of the Plan, an eligible Public Employee may elect that, in lieu of all or a portion of the Salary Reduction Contributions the employee is eligible to make to the Plan for an applicable period, the employee shall make Designated Roth Contributions. Designated Roth Contributions shall be treated in the same manner as Deferral Contributions for all Plan purposes except as provided otherwise in this Plan. The Employer may, in operation, implement (or cause the Administrative Services Provider to implement) administrative rules, including deferral election procedures, with respect to Designated Roth Contributions, provided such rules and procedures are communicated to Participants and permit Participants to modify their elections at least once each Plan Year.

**3A.02 UNFORESEEABLE EMERGENCY.** If the Plan permits distributions of Salary Reduction Contributions on account of an Unforeseeable Emergency, Designated Roth Contributions may be withdrawn on account of an Unforeseeable Emergency subject to the same qualifications that apply to Salary Reduction Contributions.

**3A.03 DISTRIBUTION RULE.** Withdrawals (including, but not limited to, withdrawals on account of an Unforeseeable Emergency) from a Participant's Accounts may be directed by the Participant from either Salary

Reduction Contributions, Designated Roth Contributions or pro rata from Salary Reduction Contributions and Designated Roth Contributions.

3A.04 CORRECTIVE DISTRIBUTION RULE. For any calendar year in which a Participant may make both Designated Roth Contributions and Salary Reduction Contributions and for which a corrective distribution is made to the Participant, the corrective distribution from the Participant's Accounts will be taken pro rata from a Participant's Salary Reduction Contributions and Designated Roth Contributions made during such calendar year, or the Participant may elect which type of Deferral Contributions shall be distributed first.

3A.05 LOANS. If Participant loans are permitted under the Plan, for any loans made after the date as of which Participants may make Designated Roth Contributions to the Plan the loan policy or program shall permit Participants to use as security a Participant's Designated Roth Contribution Account; provided, however, that loans may not be funded from the Participant's Designated Roth Contribution account.

3A.06 ROLLOVERS. A direct rollover of a distribution from Designated Roth Contributions shall only be made to a plan which includes Designated Roth Contributions as described in Code Section 402A(e)(1) or to a Roth IRA as described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(a) The Plan may accept a rollover contribution of Designated Roth Contributions only if it is a direct rollover from another plan which permits Designated Roth Contributions as described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c). The Deferred Compensation Plan Committee, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

(b) The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Designated Roth Contribution Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Designated Roth Contributions are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Designated Roth Contribution Account and the Participant's other Accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Designated Roth Contributions are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

#### ARTICLE IV TIME AND METHOD OF PAYMENT OF BENEFITS

4.01 DISTRIBUTION RESTRICTIONS. Except as the Plan provides otherwise, the Administrative Services Provider may not distribute to a Participant his/her Account prior to the Participant's Severance from Employment, the calendar year in which the Participant attains age 70½ years, or such other event for which federal legislation is enacted or regulatory relief granted permitting the Plan to make distributions to qualifying Participants.

**(A) Distribution of Rollover Contributions.** A Participant may receive a distribution of such Rollover Contributions without regard to the restrictions found in this Section 4.01.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Administrative Services Provider will distribute to a Participant who has incurred a Severance from Employment the Participant's Account under one or any combination of payment methods elected by the Participant. The Participant may elect one of the following methods of payment: (1) lump sum payment, (2) partial lump sum payment, (3) installment, or (4) an annuity. In no event will the Administrative Services Provider direct distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

Subject to any restrictions imposed by the Participant's investment providers and the Administrative Services Provider, the Participant: (1) may elect to commence distribution no earlier than is administratively practical following Severance from Employment; (2) may elect to postpone distribution of his/her Account to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (3) may elect the method of payment. A Participant may elect the timing and method of payment of his/her Account no later than 30 days

before the date the Participant first would be eligible to commence payment of the Participant's Account. The Administrative Services Provider must furnish to the Participant a form for the Participant to elect the time and a method of payment.

**4.03 REQUIRED MINIMUM DISTRIBUTIONS.** The Administrative Services Provider may not distribute the Participant's Account, nor may the Participant elect any distribution of his/her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

**(A) General Rules.**

(1) **Precedence.** The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

**(B) Time and Manner of Distribution**

(1) **Required Beginning Date.** The Participant's entire interest in the Plan will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) **Death of Participant Before Distribution Begins.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) **Spouse Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70½ years, if later.

(b) **Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) **No Designated Beneficiary.** If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest in the Plan will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) **Death of Spouse.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2), other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a)), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year, distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest in the Plan is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 4.01(a)(9) of the Code and the Treasury regulations.

**(C) Required Minimum Distributions during Participant's Lifetime.**

(1) **Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's Account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death**. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

**(D) Required Minimum Distributions after Participant's Death.**

**(1) Death On or After Distributions Begin.**

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for the distribution calendar year of the Participant's death is obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death. For each distribution calendar year after the year of the Participant's death, the minimum amount that will be distributed is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

**(2) Death before Date Distributions Begin.**

(a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest in the Plan will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

**(E) Definitions**

(1) **Designated Beneficiary**. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) **Distribution calendar year**. A distribution calendar year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the

Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) **Life expectancy.** Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) **Participant's account balance.** The Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) **Required beginning date.** A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70½ years, or (2) the calendar year in which the Participant retires or such other date under Code § 401(a)(9) by which required minimum distributions must commence.

**(F) General 2009 waiver.** The requirements of Code §401(a)(9) and the provisions of the Plan relating thereto, will not apply for the distribution calendar year 2009.

(1) **Special rule regarding waiver period.** For purposes of Code §401(a)(9) and the provisions of the Plan relating thereto: (a) the required beginning date with respect to any individual will be determined without regard to this Article IV for purposes of applying Code §401(a)(9) for distribution calendar years other than 2009; and (b) if the 5-year rule of Code §401(a)(9)(B)(ii) applies, the 5-year period described therein shall be determined without regard to calendar year 2009.

(2) **Eligible rollover distributions.** If all or any portion of a distribution during 2009 is treated as an eligible rollover distribution but would not be so treated if the minimum distribution requirements under Code §401(a)(9) had applied during 2009, then the Plan will not treat such distribution as an eligible rollover distribution for purposes of the direct rollover rules of Code §401(a)(31), the notice requirements of Code §402(f), or the 20% withholding requirement of Code §3405(c).

(3) **Participant may elect.** The Plan will permit an affected Participant to elect whether to receive his/her required minimum distribution for 2009. If the Participant fails to notify the Administrative Services Provider of his/her waiver, the Plan will distribute the 2009 required minimum distribution to the Participant.

4.04 **DEATH BENEFITS.** Upon the death of the Participant, the Administrative Services Provider must pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing Qualified Military Service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

4.05 **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT.** Notwithstanding the Section 4.01 distribution restrictions and except with respect to Social Security replacement contributions and income thereon, the Plan permits the following in-service distributions in accordance with this Section.

**(A) Unforeseeable Emergency.** In the event of a Participant's Unforeseeable Emergency, the Administrative Services Provider may make a distribution to a Participant who has not incurred a Severance from Employment.

An Unforeseeable Emergency is a severe financial hardship of a Participant or primary Beneficiary of the Participant resulting from: (1) illness or accident of the Participant, the Participant's primary Beneficiary, or the spouse or dependent (as defined in Code §152, and, for Taxable Years beginning on or after January 1, 2005, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)) of the Participant or primary Beneficiary; (2) loss of the Participant's or primary Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the spouse or dependent (as defined in Code §152, and, for Taxable Years beginning on or after January 1, 2005,



without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)) of the Participant or primary Beneficiary; or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or primary Beneficiary's control. The Administrative Services Provider will not pay the Participant more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Administrative Services Provider will not make payment to the extent the Participant may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

A Participant's primary Beneficiary is a person whom the Participant designates in writing as a "primary beneficiary" and who is or may become entitled to a Participant's Plan account upon the Participant's death.

**(B) De minimis distribution.** A Participant may elect to receive a distribution of his/her Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(1)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

**(C) Distribution of Rollover Contributions.** A Participant may request and receive distribution of his/her Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

**4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).** Notwithstanding any other provision of this Plan, the QDRO provisions will apply. The Administrative Services Provider must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

**(A) Time and Method of Payment.** This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code §414(p)) under the Plan. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

**(B) QDRO Procedures.** Upon receiving a domestic relations order, the Administrative Services Provider promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Administrative Services Provider must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Administrative Services Provider's determination. The Administrative Services Provider must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

**(C) Accounting.** If any portion of the Participant's Account balance is payable under the domestic relations order during the period the Administrative Services Provider is making its determination of the qualified status of the domestic relations order, the Administrative Services Provider may maintain a separate accounting of the amounts payable. If the Administrative Services Provider determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Administrative Services Provider will distribute the payable amounts in accordance with the QDRO. If the Administrative Services Provider does not make its determination of the qualified status of the order within the 18-month determination period, the Administrative Services Provider will distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Administrative Services Provider later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Administrative Services Provider may segregate the QDRO amount in a segregated investment account. The Administrative Services Provider will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

**(D) Permissible QDROs.** A domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death. The Administrative Services Provider will only process a QDRO to the extent possible based upon the then-current value or benefit in the Participant's Account.

#### 4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

**(A) Participant Election.** A Participant (including for this purpose, a former Public Employee) may elect, at the time and in the manner the Administrative Services Provider prescribes, to have any portion of his/her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a “Participant” includes as to their respective interests, a Participant’s surviving spouse and the Participant’s spouse or former spouse who is an alternate payee under a QDRO.

**(B) Rollover and Withholding Notice.** At least 30 days and not more than 180 days prior to the distribution of an eligible rollover distribution, the Administrative Services Provider must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient’s right to roll over within 60 days after the date of receipt of the distribution (“rollover notice”).

**(C) Non-spouse Beneficiary rollover right.** A non-spouse Beneficiary who is a “designated beneficiary” under Code §401(a)(9)(E) and the regulations thereunder, by a direct rollover, may roll over all or any portion of his/her distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) **Certain requirements not applicable.** Although a non-spouse Beneficiary may roll over directly a distribution, commencing with distributions after December 31, 2009, the distribution will be subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) and the mandatory withholding requirements of Code §3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a “60-day” rollover.

(2) **Trust Beneficiary.** If the Participant’s named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(3) **Required minimum distributions not eligible for rollover.** A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his/her required beginning date and the non-spouse Beneficiary rolls over to an individual retirement account the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the individual retirement account that receives the non-spouse Beneficiary’s distribution.

**(D) Definitions.** The following definitions apply to this Section:

(1) **Eligible rollover distribution.** An eligible rollover distribution is any distribution of all or any portion of a Participant’s Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant’s designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any Unforeseeable Emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) **Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant’s, the Participant’s spouse’s or alternate payee’s eligible rollover distribution. For distributions made after December 31, 2007, a Participant or Beneficiary may elect to roll over directly an eligible rollover distribution to a Roth individual retirement account described in Code §408A(b).

(3) **Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) **Mandatory distribution.** The Administrative Services Provider is directed to make a mandatory distribution, which is an eligible rollover distribution, without the Participant's consent provided that the Participant's Account is less than \$1,000. A distribution to a Beneficiary is not a mandatory distribution.

(5) **401(a)(31)(B) Effective Date.** The §401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

**4.08 ELECTION TO DEDUCT FROM DISTRIBUTION.** For distributions in taxable years beginning after December 31, 2006, an Eligible Retired Public Safety Officer may elect annually for that Taxable Year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to the provider as described in Section 4.08(A).

**(A) Direct payment.** The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code §402(l).

**(B) Definitions.**

(1) **Eligible Retired Public Safety Officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer.

(2) **Public Safety Officer.** A "Public Safety Officer" has the same meaning as in §1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3796b(9)(A)).

(3) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his/her spouse, and dependents, by an accident or health plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

ARTICLE V  
TRANSFERS

**5.01 TERMINATION/FREEZING OF PLAN.** The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Administrative Services Provider shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

**5.02 TRANSFERS.** The Plan: (a) may accept a Transfer of a Participant's Account in another employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the another employer's Eligible 457 Plan. The other plan involved in the Transfer must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his/her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §1.457-10(b)(2) as to post-severance transfers between Eligible 457 Plans; Treas. Reg. §1.457-10(b)(3) as to transfers of all assets between Eligible 457 Plans; and Treas. Reg. §1.457-10(b)(4) as to transfers between Eligible 457 Plans of the same Employer. The Administrative Services Provider will credit any Transfer accepted under this Section 5.02 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except such Transfer will not be treated as a Deferral Contribution subject to the limitations of Article III. The Plan's transfer of any Participant's or Beneficiary's Account under this Section 5.02 completely discharges the Employer, the Administrative Services Provider, the Custodian and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

**5.03 PURCHASE OF PERMISSIVE SERVICE CREDIT.** A Participant, prior to otherwise incurring a distributable event under Article IV, may direct the transfer (as of January 1, 2002, or later) of all or a portion of his/her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3). Provided, however, a

Participant shall not be permitted to transfer that portion of his/her Account that is comprised of Designated Roth Contributions for purposes of purchasing permissive service credits as described in this Section 5.03.

## **ARTICLE VI ADMINISTRATIVE SERVICES PROVIDER - DUTIES**

6.01 TERM/VACANCY. The Administrative Services Provider will serve until its successor is appointed. In case the Employer has not appointed a successor Administrative Services Provider, the Employer will exercise any and all duties of the Administrative Services Provider pending the filling of the vacancy.

6.02 DUTIES. The Administrative Services Provider will have the following duties:

- (a) To create administrative forms necessary for the proper and efficient administration of the Plan provided the forms are not inconsistent with the terms of the Plan;
- (b) To enforce the terms of the Plan and its procedures, including this document and such other documents related to the Plan's operation;
- (c) To make, at the direction of the Participant or Beneficiary or pursuant to Section 4.07(D)(4), distributions of an Account;
- (d) To review in accordance with the Plan's procedures respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (e) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (f) To make distributions on account of unforeseeable emergency in accordance with the Plan's procedures;
- (g) To accept Deferral Contributions, including Social Security replacement contributions, and Rollover Contributions;
- (h) To accept Transfers;
- (i) To accept Participant or, in the case of a deceased Participant, Beneficiary direction of investment;
- (j) To comply with any reporting and disclosure rules applicable to the Plan;
- (k) To make loans to eligible Participants;
- (l) To appoint agents to act for and in performing its third party administrative services to the Plan; and
- (m) To undertake any other action the Administrative Services Provider deems reasonable or necessary to provide third party administrative services to the Plan.

6.03 LOANS TO PARTICIPANTS. The Employer has elected to permit the Administrative Services Provider to make Plan loans to Participants by executing a participant loan program document with the Administrative Services Provider. Any loan by the Plan to a Participant shall be made in compliance with Code §72(p). If Plan loans are permitted, the Administrative Services Provider, with the approval and direction of the Employer in accordance with Section 10.03, may establish, amend or terminate from time to time, nondiscriminatory administrative procedures for administering loans. Such loan procedures must be a written document and must include: (1) the procedure for applying for a loan; (2) the criteria for approving or denying a loan; (3) the limitations, if any, on the types and amounts of loans available; and (4) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. Any administrative procedures adopted under this Section 6.03 shall be construed as part of the Plan. Notwithstanding anything in this Section 6.03 to the contrary, no loans shall be made from a Participant's Social Security replacement contributions or income thereon and the amount of a Participant's Social Security contributions (as adjusted for earnings and losses thereon) shall be excluded from the Participant's Account balance for purposes of determining the maximum amount of any loan available from the Participant's Account.

6.04 INDIVIDUAL ACCOUNTS / RECORDS. The Administrative Services Provider will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the

Plan. The Administrative Services Provider will account separately for a Participant's Social Security replacement contributions.

6.05 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his/her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Administrative Services Provider may determine.

6.06 ALLOCATION OF NET INCOME, GAIN OR LOSS. As of each Accounting Date (and each other valuation date determined under Section 6.04), the Administrative Services Provider will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Administrative Services Provider will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

6.07 ACCOUNT CHARGED The Administrative Services Provider will charge all distributions made to a Participant or to his/her Beneficiary, or transferred under Section 5.02 from his/her Account, against the Account of the Participant when made.

6.08 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms and conditions required by the Administrative Services Provider, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Administrative Services Provider will account separately for the Participant-directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility. A Participant's Social Security replacement contributions, if any, may be subject to restrictions on the type and manner of investment.

6.09 VESTING/SUBSTANTIAL RISK OF FORFEITURE. Each Participant's Account will be immediately 100% vested.

6.10 PRESERVATION OF ELIGIBLE PLAN STATUS. The Employer may take any such necessary and appropriate action to preserve the status of the Plan as an Eligible 457 Plan.

6.11 LIMITED LIABILITY. The Employer will not be liable to pay Plan benefits to a Participant in excess of the value of the Participant's Account as the Administrative Services Provider determines in accordance with the Plan terms. Neither the Employer nor the Administrative Services Provider will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

6.12 LOST PARTICIPANTS. If the Administrative Services Provider is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Administrative Services Provider will apply the provisions of this Section 6.12.

**(A) Attempt to Locate.** The Administrative Services Provider will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his/her last known address by certified or registered mail; (2) use a commercial locator service, the Internet or other general search method; (3) use the Social Security Administration search program; or (4) use such other methods as the Administrative Services Provider believes prudent.

**(B) Failure to Locate.** If a lost Participant is not located after 12 months following the date the Administrative Services Provider first attempts to locate the lost Participant using one or more of the methods described in Section 6.12(A), the Administrative Services Provider may employ the unclaimed property processes of the state of the lost Participant's last known address. Neither the Employer nor the Administrative Services Provider shall be responsible for restoring the Account (including potential gains) if a lost Participant whose Account was deposited with a state later makes a claim for his/her Account.

**(C) Nonexclusivity and Uniformity.** The provisions of this Section 6.12 are intended to provide permissible but not exclusive means for the Administrative Services Provider to administer the Accounts of lost Participants. The Administrative Services Provider may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including such methods as the Internal Revenue Service or other regulatory agency may in the future specify. The Administrative Services Provider will apply Section 6.12 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Administrative Services Provider's ability to establish and the expense of establishing a rollover individual retirement account, and other factors. The Administrative Services Provider may charge to the

Account of a lost Participant the reasonable expenses incurred under this Section 6.12 and which are associated with the lost Participant's Account.

6.13 PLAN CORRECTION. The Administrative Services Provider, as directed by the Employer, may undertake such correction of Plan errors as the Employer deems necessary, including but not limited to correction to maintain the Plan's status as an "eligible deferred compensation plan" under the Code.

## ARTICLE VII PARTICIPANT ADMINISTRATIVE PROVISIONS

7.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Administrative Services Provider will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his/her Account. The Administrative Services Provider will prescribe the form for the Participant's written designation of Beneficiary, which form will have no effect until it is signed, filed with the Administrative Services Provider by the Participant and accepted by the Administrative Services Provider prior to the Participant's death. Upon the Participant's filing the form with the Administrative Services Provider, the form revokes all designations filed prior to that date by the same Participant. Provided the Administrative Services Provider has been provided reasonable notice thereof, a divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his/her spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; or (b) the Participant has re-designated his/her former spouse as Beneficiary following the date of the divorce decree, or other decree of legal separation. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Plan.

7.02 NO BENEFICIARY DESIGNATION. If the Participant dies without having a Beneficiary designation on file, the Participant's interest in the Plan shall be paid to the properly appointed fiduciary of the Participant's probate estate. Provided, however if a fiduciary has not been appointed and qualified within one hundred twenty (120) days after the Participant's death, the Participant's interest in the Plan shall be paid to the Participant's surviving spouse. If no spouse survives the Participant, the Participant's interest in the Plan shall be paid to the Participant's surviving child or children in equal shares. If no spouse or children survive the Participant, the Participant's interest in the Plan shall be paid to the Participant's surviving parent or parents in equal shares. The Participant accepts and acknowledges that the Participant has the burden for executing and filing, with the Administrative Services Provider prior to the Participant's death, a proper Beneficiary designation form. The Participant further accepts and acknowledges that his/her failure to execute and file a proper Beneficiary designation form will result in the distribution of the Participant's interest in the Plan as provided above. The Beneficiary shall have the right to elect the mode of payment of such benefits, subject to the limitations set forth in Section 8.03.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Administrative Services Provider will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a Beneficiary. A Beneficiary only may designate a Beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, and the Beneficiary's designation otherwise complies with the Plan terms.

### 7.03 PARTICIPATION AGREEMENT AND ACKNOWLEDGEMENT CARD.

**(A) General.** A Participant must elect to make Deferral Contributions on a Participation Agreement form or, with respect to Social Security replacement contributions, on an Acknowledgement Card, that the Administrative Services Provider provides for this purpose. The Participation Agreement and/or Acknowledgement Card must be consistent with the procedures of the Administrative Services Provider. The Participation Agreement or Acknowledgement Card may impose such other terms and limitations as the Employer or Administrative Services Provider may determine.

**(B) Election Timing.** A Participation Agreement or Acknowledgement Card may not take effect earlier than the first day of the calendar month following the date the Participant executes the Participation Agreement and as to Compensation paid or made available in such calendar month. However, if a Public Employee is eligible to become a Participant during the Public Employee's calendar month of hire, the Public Employee may execute a Participation Agreement (and/or Acknowledgement Card, as the case may be) before the date he/she becomes a Public Employee, effective for the first pay period commencing during the first month in which he/she becomes a Public Employee. Notwithstanding anything in the Plan to contrary, in no event may a Public Employee commence making

Deferral Contributions to the Plan earlier than the time permitted by the applicable provisions of Code §457 and Treasury Regulations promulgated thereunder.

**(C) Vacation and Back Pay.** If the Plan permits Participants to make Deferral Contributions from accumulated vacation pay or from back pay, if any, a Participant who will incur a Severance from Employment may execute a Participation Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance from Employment; and (ii) the Participant is a Public Employee in that month.

**(D) Modification of Participation Agreement or Acknowledgement Card.** A Participation Agreement or Acknowledgement Card remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his/her Participation Agreement or Acknowledgement Card by executing a new Participation Agreement or Acknowledgement Card. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date such new Participation Agreement or Acknowledgement Card has been filed with the Administrative Services Provider. Filing a new Participation Agreement or Acknowledgement Card will revoke all Participation Agreements or Acknowledgement Cards filed prior to that date. The Employer or Administrative Services Provider may restrict the Participant's right to modify his/her Participation Agreement or Acknowledgement Card in any Taxable Year.

7.04 PERSONAL DATA TO ADMINISTRATIVE SERVICES PROVIDER. Each Participant and each Beneficiary of a deceased Participant must furnish to the Administrative Services Provider such evidence, data or information as the Administrative Services Provider considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Administrative Services Provider, provided the Administrative Services Provider advises each Participant of the effect of his/her failure to comply with its request.

7.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Administrative Services Provider from time to time, in writing, his/her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his/her last address filed with the Administrative Services Provider, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

7.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If evidence is submitted to the Administrative Services Provider that a Participant or Beneficiary entitled to a Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Administrative Services Provider may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Administrative Services Provider. The Administrative Services Provider does not have any liability with respect to payments so made and the Administrative Services Provider has no duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

## ARTICLE VIII MISCELLANEOUS

8.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan, Custodial Account or other funding vehicle established under the Plan and the Administrative Services Provider will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are non-assignable and nontransferable. Subject to Section 9.03, a Participant's or Beneficiary's interest in the Plan, the Custodial Account or any other funding vehicle is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

8.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Public Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

8.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

8.04 STATE LAW. The laws of the State of Illinois will determine all questions arising with respect to the provisions of this Plan, except to the extent federal law supersedes state law.

8.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Public Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Administrative Services Provider, the Custodian, any other Public Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

8.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form acceptable to the Administrative Services Provider. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

8.07 LIMITATIONS ON TRANSFERS AND EXCHANGES. The Employer and the Administrative Services Provider may adopt procedures to govern Participant elections and directions concerning a Participant's, Beneficiary's, or alternate payee's investment specifications and may impose limitations on transfers and exchanges from one investment option with the Plan to another. These procedures shall be in addition to any established by investment providers to the Plan. The Employer and the Administrative Services Provider may decline to implement any investment instructions for a Participant, Beneficiary, or alternate payee where either deems appropriate.

8.08 EMPLOYER RESPONSIBILITY FOR DISTRIBUTION OF PLAN RELATED INFORMATION. The Employer will distribute all Plan related amendments, restated plan documents, and deferred compensation plan tax related documentation to the Administrative Service Providers when there are multiple Administrative Service Providers of the Plan.

8.09 USE OF PLAN ASSETS THAT ARE NOT ATTRIBUTABLE TO AN ACCOUNT. If the Plan receives money that is not attributable to an Account, then the Employer will direct the Administrative Services Provider as to the use of these amounts. Examples include, but are not limited to, money received by the Plan as part of a settlement, litigation award or fee reimbursement. The Employer may use these amounts to offset Plan expenses or may allocate these amounts to Participants or as it deems appropriate.

8.10 NO RECOVERY; INDEMNIFICATION. As a condition to participation in the Plan, the Participant specifically agrees not to seek recovery against the Employer, the Administrative Services Provider, or the Custodian, or any other employee, contractee, or agent of the Employer, the Administrative Services Provider, or the Custodian for any loss sustained by the Participant or his Beneficiary for the nonperformance of their duties, negligence, or any other misconduct of the above named persons except that this paragraph shall not excuse fraud or wrongful taking by any person. The Employer and its agents, including the Administrative Services Provider, are hereby held harmless from all court costs and all claims for the attorney's fees arising from action brought by the Participant or any Beneficiary thereof under this Plan, or to enforce his rights under this Plan, including any amendments thereof. The Administrative Services Provider shall not be required to participate in any litigation concerning the Plan except upon written demand from the Employer. The Administrative Services Provider may compromise, adjust or effect settlement of litigation when specifically instructed to do so by the Employer. For purposes of this Section 8.10, an alternate payee of the Participant is considered to be a Beneficiary of the Participant.

8.11 INTERPRETATION OF PLAN. The Employer, or its authorized agent, the Administrative Services Provider, (i) shall be authorized to resolve any questions of fact necessary to decide the Participant's right under this Plan and such decision shall be binding on the Participant and any Beneficiary thereof and (ii) shall be authorized to construe the Plan and to resolve any ambiguity in the Plan.

8.12 NO REPRESENTATION AS TO TAX CONSEQUENCES. The Employer and Administrative Services Provider do not represent or guarantee that any particular federal or state income, payroll, personal property, or other tax consequence will occur because of the Participant's participation in this Plan. The Participant should consult with his/her own representative regarding all questions of federal or state income, payroll, personal property or other tax consequences arising from participation in this Plan



8.13 COMPLETE AGREEMENT; BINDING; NO ORAL STATEMENTS. This Plan, and all amendments thereto, shall constitute the total agreement or contract between the Employer and the Participant (and between the Employer and the Participant's Beneficiaries and alternate payees) regarding the Plan, and shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors and assignees and on all Beneficiaries and alternate payees of the Participant. No oral statement regarding the Plan may be relied upon by the Participant, any Beneficiary or any alternate payee.

8.14 SUSPENSION AND LEGAL DETERMINATION OF PAYMENTS. The Employer, or its agents including the Administrative Services Provider, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend the payment until satisfied as to the correctness of the payment or the person to receive the payment or allow the filing in any State court of competent jurisdiction, a suit in such form as they consider appropriate for a legal determination of the benefits to be paid and the persons to receive them. The Employer shall comply with the final orders of the court in any such suit and the Participant, for him-/herself and his/her Beneficiary, consents to be bound thereby insofar as it affects the benefits payable under this Plan or the method or manner of payment.

## ARTICLE IX FUNDING VEHICLES

9.01 FUNDING VEHICLES. All assets of the Plan, including all Deferred Compensation and amounts rolled into or transferred to the Plan, property and rights purchased with such amounts, and all income attributable to such amounts, property or rights shall (until made available to the Participant or Beneficiary) be held in trust, custodial account or annuity contract described in Code §457(g) for the exclusive benefit of the Participants and their Beneficiaries. As of the Effective Date, all of the Plan's assets are held in a Custodial Account pursuant to a Custodial Account Agreement. The Employer has adopted the Custodial Account to hold assets, other than assets held in one or more trusts and/or annuity contracts, which will provide benefits for the Participants and Beneficiaries hereunder in a common fund with the assets of other Section 457 plans. Such Custodial Account shall be held by the Custodian thereof for the exclusive benefit of such Participants and Beneficiaries of this and other Section 457 plans and the assets may not be diverted to any other use. The Administrative Services Provider shall be the agent of the Employer for purposes of providing direction to the Custodian of the Custodial Account as to the investment of the funds held in the account, the transfer of assets to or from the account and all other matters.

In addition to or in lieu of the Custodial Account, one or more other permitted funding vehicles may be established by the Employer under the Plan to hold the Plan's assets.

9.02 RECEIPT OF CONTRIBUTIONS. The Custodian is accountable to the Employer for the funds contributed to it by the Employer or the Administrative Services Provider, but the Custodian does not have any duty to see that the contributions received comply with the provisions of the Plan.

9.03 EXCLUSIVE BENEFIT. The assets of the Plan shall be held under the Custodial Account (and/or other permitted funding vehicles) for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Custodian (nor any trustee, as applicable) will use or divert any part of the Plan's assets held under the Custodial Account (or other funding vehicle(s)) for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the Plan's assets held under the Custodial Account or other applicable funding vehicle(s) and the Custodial Account assets (and Plan assets held under any other applicable funding vehicle(s)) will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his/her Account or any interest in his/her Deferred Compensation. Notwithstanding the foregoing, the Administrative Services Provider may pay from a Participant's or Beneficiary's Account the amount the Administrative Services Provider finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Custodial Account and each other funding vehicle, if any, created under the Plan and its respective assets will not inure to the benefit of the Employer.

## ARTICLE X ADMINISTRATION OF PLAN

10.01 APPOINTMENT OF AGENTS. The Employer or authorized designee shall have the authority to contract with agents and other third parties to perform duties with respect to the Plan and to select depositories for the assets of the Plan.

10.02 AMENDMENT BY EMPLOYER. The Employer has the right at any time and from time to time:

(a) To amend the Plan as may be required to cause this Plan to comply with any changes to the Code or other applicable laws and regulations.

(b) To amend any Custodial Account Agreement or agreement with respect to any other funding vehicle (e.g., any trust or annuity contract described in Code §457(g), as the case may be) in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan or as the Employer may otherwise determine to be necessary or appropriate for prudent administration of the Plan.

Any such amendments to this Plan or any Custodial Account Agreement or agreement with respect to any other funding vehicle in any other manner, including deletion, substitution or modification of any provision thereof, may be made by the Employer without the consent of any Participant or Beneficiary.

All amendments to the Plan shall become effective on the first day of the month following the giving of not less than forty-five (45) days notice of the amendment. Notice shall be deemed given when the amendment is posted in the office of the Employer. To the extent that it is possible to do so, the Administrative Services Provider shall include an explanation of all amendments to the Plan that become effective during the Plan Year with the Participant's last semi-annual report for that Plan Year, which report may be mailed to the Participant or posted on an Internet website established by the Administrative Services Provider for the benefit of Participants (or their Beneficiaries and alternate payees, as applicable). No amendments shall deprive the Participant of any of the benefits to which he/she is entitled under this Plan with respect to deferred amounts credited to his/her Account prior to the effective date of the amendment. The Employer must make all amendments in writing. The Employer may amend the Plan by addenda, by separate amendment, or by restatement of the Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Administrative Services Provider without the written consent of the affected Administrative Services Provider.

10.03 PROMULGATION OF RULES. The Mayor or his designee may issue rules of administration of the Plan, on the recommendation of the Budget Director, the Commissioner of Human Resources, the City Comptroller, the Chief Financial Officer and the Chairmen of the Committees on the Budget and Government Operations and Finance. The same will be approved by the Corporation Counsel as to form and legality. Any rules adopted under this Section shall be construed as part of the Plan.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the \_\_\_\_\_ day of \_\_\_\_\_, 2014 for the:

CITY OF CHICAGO DEFERRED COMPENSATION PLAN

(As Amended and Restated Effective [●], 2014)

By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(title/role)



# City of Chicago



O2014-5589

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Collective Bargaining Agreement with Chicago Firefighters Union Local No. 2
<b>Committee(s) Assignment:</b>	Committee on Workforce Development and Audit

WRK  
Force



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance approving an agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## **ORDINANCE**

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

SECTION 1. The City Council hereby approves an agreement, substantially in the form attached, between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, International Association of Fire Fighters, AFL-CIO-CLC. The Mayor is authorized to execute that agreement.

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

***TENTATIVE LABOR CONTRACT***

***BETWEEN***

***CHICAGO FIRE FIGHTERS UNION, LOCAL NO. 2,***

***AND***

***THE CITY OF CHICAGO, ILLINOIS***



The Executive Board having come to an agreement with the City of Chicago as to the items for negotiations, recommends and supports ratification of the contract.

**July 1, 2012 – June 30, 2017**

*Labor Contract*

between

CHICAGO FIRE FIGHTERS UNION, LOCAL NO. 2

International Association of Fire Fighters

A.F.L. - C.I.O. - C.L.C

AND

THE CITY OF CHICAGO, ILLINOIS



JULY 1, 2012 through JUNE 30, 2017



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## ARTICLE I. 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 CHICAGO FIRE FIGHTERS UNION, LOCAL NO. 2 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO-CLC, hereinafter referred to as the "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement, and to promote intra-departmental efficiency and effectiveness.

## ARTICLE II. RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the following employees, for the purpose of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment:

All full time uniformed members of the Chicago Fire Department below the ranks of Deputy District Chief and Assistant Deputy Chief Paramedics, excluding employees as specified in Appendix A. Such confidential employees shall be granted leaves from their bargaining unit assignments for the duration of their assignment as confidential employees, but shall be allowed to return to the bargaining unit after the termination of their assignment as confidential employees.



## ARTICLE III. UNION SECURITY

### Section 3.1 - Maintenance of Membership and Payroll Deductions

A. Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his/her membership in the Union during the term of this Agreement by the timely payment of uniform membership fees, dues and other financial obligations.

B. During the term of this Agreement the Employer agrees to deduct each pay day Union dues and other financial obligations in the amount certified to be current by the Secretary-Treasurer of the Union from the pay of the employees who are members of the Union covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union no later than thirty-five (35) days after the deduction is made by the Employer.

Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty (30) days prior to the expiration date of this Agreement.

C. Should any employee covered by this Agreement, who is a member of the Union, become in arrears in his dues or other financial obligations to the Union, the Secretary-Treasurer of the Union shall so notify the Employer and the Employer shall immediately commence to treat any such employee as a fair share fee payer in accordance with Section 3.2.

D. Effective upon the later of the first full pay period following the date of final ratification of this Agreement or July 1, 2014, the Employer agrees to deduct from the pay of each employee the amount of two dollars (\$2.00) each payday upon the employee's written authorization, a copy of which authorization form shall be furnished by the Union. Within thirty-five (35) days after the deduction is made by the Employer, the Employer shall remit the total amount of the deductions to the Chicago Fire Fighters Union Political Committee in care of the Union's Secretary-Treasurer.

### Section 3.2 - Fair Share Fee and Payroll Deductions

Any present employee who is not a member of the Union and all employees hired on or after the effective date of this Agreement and who have not made application for membership shall, commencing thirty (30) days after their employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and conditions of employment.

It is further agreed that upon compliance by the Union with requirements set forth in the paragraph below, the Employer shall deduct from the earnings of present employees and newly-hired employees not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions (hereinafter the "fair share amount") from said non-member bargaining unit employees will not exceed the regular monthly Union dues and

represents the employee's fair share cost of the collective bargaining process, contract administration and the pursuit of matters affecting wages, hours and other conditions of employment.

Before any fair share amounts are deducted from the wages of present employees or newly-hired employees, the Union shall submit the following to the Employer (i.e., to the person designated by the Employer) for its inspection: a copy of the notice the Union intends to distribute to non-member employees, which notice shall include:

- a) a summary of the major categories of Union expenses, together with an explanation of the formula for the calculation of the fair share fee;
- b) a statement that the summary has been verified by an independent auditor applying generally accepted accounting principles;
- c) a statement that a procedure exists by which fair share payers may challenge the amount of the fair share fee (which procedure shall include resolution of challenges by an impartial decision-maker) and an explanation of said procedure(s); and
- d) a statement that there exists an escrow account into which contested fees will be placed while non-members' challenges are pending.

If the notice does not contain the above-stated categories of items, the Employer will notify the Union in writing within thirty (30) days of receipt and shall not make deductions for non-members until the Union furnishes a substituted notice, which upon Employer review satisfies the above stated format. The Employer shall notify the Union of its review in writing within fifteen (15) days of receipt of any substituted notice. The Union shall be responsible for distribution of fair share notices to non-members, including new hires, and the City will cause copies of the

notice to be posted on employee bulletin boards at Chicago Fire Department facilities at which bargaining unit employees are regularly assigned. The fact of the publication of the notice will also be announced at a daily roll call on each of three (3) successive days subsequent to the publication of the notice. The Employer shall not under any circumstances guarantee the legal sufficiency or factual accuracy of the Union's fair share calculations, fair share amount, or fair share procedures, as reflected in the aforesaid notice.

### Section 3.3 - Indemnity

The Union 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 or not taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

### Section 3.4 - Union Business Leaves

A. Upon thirty (30) days advance written notice the Employer agrees to grant a leave of absence for not more than three (3) years without pay to not more than two (2) employees who may be elected to a full-time Union position with the Local or International Union. While on such leave the employee shall not incur a break in continuous service. An employee on leave shall not be eligible for any other fringe benefits except for the specific pension provision applicable to the Union President under the State of Illinois Pension Code.

In addition to the foregoing, three (3) employees covered by the Agreement shall, upon thirty (30) days written notice, be granted leave from their duties, but shall remain on the payroll, for the purpose of performing full-time duties on behalf of the Union. During such leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals. Effective January 1, 2002, the Union will reimburse the City in an amount equal to the cost of the salaries and fringe benefits contributions for employees on Union leave. The Employer shall remain responsible for its portion of the pension contribution.

B. Subject to the need for orderly scheduling and any emergency needs, and upon thirty (30) days advance written notice, the Employer agrees to release from work without loss of pay Union officials and representatives in order to attend bargaining sessions, membership meetings, executive board meetings, state conventions, national conventions, memorials, funeral services, seminars, conferences or symposiums. It is provided, however, that this shall be limited to a maximum of 2640 hours annually; effective January 1, 2014, 2700 hours annually, of which 300 or fewer hours may be carried over to the following year.

The Union shall supply the Employer with a list containing the names, Union office, rank and permanent assignment of all Union officials and representatives. Prior to any scheduled bargaining session, membership meeting or executive board meeting, the Union shall notify the Fire Department Labor Relations Chief, in writing, of the names of its officials or representatives requiring paid time off, and the anticipated length of the scheduled session or meeting. Union officials or representatives receiving

paid time off to attend the session or meeting must return to work at the conclusion of said session or meeting.

C. One (1) person designated by the Union shall be released from work to attend sessions of the Illinois State Legislature as Legislative Representative under the following terms and conditions:

(a) Said person must notify the Fire Commissioner or his designee, through channels, three (3) days in advance of his/her attendance at any such session.

(b) Said person, upon request, shall promptly provide the Fire Commissioner with a report of the matters of interest considered by the legislature during the session attended.

(c) If said person receives his/her authorized per diem allowance from the Union, his/her absence from work shall be without loss of pay.

(d) The Union will provide the Fire Commissioner or his/her designee with satisfactory evidence concerning the payment of per diem allowance.

When needed, a second person designated by the Union shall be allowed to exchange work shifts and Daley Days to attend sessions of the Illinois State Legislature as Legislative Representative. Said person shall also comply with paragraphs (a) and (b) above, and shall further comply with the mechanics of Section 7.6C as it relates to the exchange of work shifts and Daley Days to the extent that 7.6C is not inconsistent with paragraphs (a) and (b) above, and such exchanges shall not be charged to exchanges in 7.6C.

### Section 3.5 - Distribution of Agreement

The Union shall print and distribute a copy of this Agreement to all current members of the bargaining unit and any new members hired during the term of this Agreement. On request, copies of the Agreement may be furnished to the Fire Commissioner for distribution through the Department.

### Section 3.6 - Intra-Department Communications

A. The Union may utilize the Departmental simulcast to communicate notice of scheduled Union meetings and special events, with the approval of the Fire Commissioner or his/her designee.

B. The Department shall provide the Union with copies of:

1. All General Orders, Special Orders, Personnel Orders, Directives, Memoranda, Notices and all writings relating to or amending the foregoing, when issued;

2. Immediately after each transfer order, a listing of members indicating name, bureau, assignment (company or otherwise), and if applicable Platoon and Daley Day;

3. A quarterly listing of employees in alpha and assignment sequence; and

4. A copy of change of address forms (PER 72) that are submitted to the City by bargaining unit members.

### Section 3.7 - Union Insignia

Employees may wear the official Union insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a dime on the dress uniform. On the work uniform, such insignia shall be an iron-on patch not



larger than the size of a quarter. On the dress uniform such insignia shall be centered one-quarter (1/4) inch above the member's name plate. On the work uniform such insignia shall be centered one and one-half (1-1/2) inches above the member's right breast pocket.

## ARTICLE IV. HOURS OF WORK

### Section 4.1 - Platoon Duty

#### A. Bureaus of Operations and Support Services

Employees covered by this Agreement who work within the Bureaus of Operations and Support Services, shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2. The normal on duty tours of duty shall be twenty-four (24) consecutive hours on duty, starting at 8:00 a.m. and ending the following 8:00 a.m.; except, however, that the twenty-four (24) hours on duty for Battalion Chiefs and employees assigned as drivers to employees in the ranks of Battalion Chief and above shall normally start between 7:00 a.m. and 7:30 a.m. The normal on duty tour shall be followed by forty-eight (48) consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed forty-four point eight (44.8) hours per week. The average weekly hours shall normally be accomplished by scheduling every fifth (5th) on duty shift as a Daley Day off duty. Exceptions to the above may be made in special situations as described in Subsection 4.1B.

#### B. Special Situations - Bureaus of Operations and Support Services

Employees may be temporarily detailed from platoon duty to forty (40) hour duty and from forty (40) hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union. Employees may be so detailed only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions and schedules when the training, special situation or emergency condition ceases to exist, or, if applicable, upon termination of any mutually agreed extension of a temporary detail beyond thirty (30) days. Such temporary details shall also be subject to the following conditions:

1. Details shall be on a voluntary basis according to seniority, except if there are insufficient voluntary requests, then details will be implemented with the least senior employees; provided, however,

- (a) training instructors shall only be detailed on a voluntary basis, and

- (b) no employee shall be mandatorily detailed who has a previously scheduled furlough or Administrative Day in the first thirty (30) days of the detail. In the case of a detail which exceeds thirty (30) days, by mutual agreement as above provided, the employee will receive his/her furlough or Administrative Day in the mode of operation for the schedule to which he is detailed.

2. An employee detailed shall receive the appropriate rate of pay, but no less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the detail, such as assigned furlough or Administrative Day and forty-eight (48) hours off between shifts as set forth in Article IV shall not be modified except as provided above in subparagraph 1.

In the case of an employee detailed from platoon duty, any previously earned Daley Days shall be granted immediately upon the employee's return to platoon duty.

3. After thirty (30) days, detailed employees shall be slotted on to overtime lists by last date of rehire - the District Chief and Union Steward or Business Agent shall consult.

4. Any employee detailed from a forty (40) hour duty schedule to platoon duty shall receive one-quarter (1/4) of a Daley Day for each platoon shift worked.

5. No employee detail shall commence on a holiday; except when the Fire Commissioner or Mayor determines and announces that an emergency exists.

6. No employee shall be so detailed for disciplinary reasons.

#### C. Bureau of Operations/Division of Emergency Medical Services

Employees covered by this Agreement who work within the Bureau of Operations/Division of Emergency Medical Services (i.e. Paramedics, Paramedics-in-Charge, Ambulance Commanders and Field Chiefs) shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2. The normal on duty tours of duty shall be twenty-four (24) consecutive hours on duty, starting at 8:00 a.m. and ending the following 8:00 a.m.; except, however, that the twenty-four (24) hours on duty for Field Officers shall normally start between 7:00 a.m. and 7:30 a.m. The normal on duty tour shall be followed by seventy-two (72) consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed forty-two (42) hours per week. The normal weekly work period shall be the seven (7) days from Sunday through Saturday consistent with the starting and ending times set forth in this subparagraph C. Exceptions to the above may be made in special situations as described in Subsection 4.1D.

#### D. Special Situations - Bureau of Operations/Division of Emergency Medical Services

Employees may be temporarily detailed from platoon duty to forty (40) hour duty and from forty (40) hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union. Employees may be so detailed only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions and schedule when the training, special situation or

emergency condition ceases to exist, or, if applicable, upon termination of any mutually agreed extension of a temporary detail beyond thirty (30) days. Such temporary details shall also be subject to the following conditions:

1. Details shall be on voluntary basis according to seniority, except if there are insufficient voluntary requests, then details will be implemented with the least senior employees; provided, however,

- a. training instructors shall only be detailed on a voluntary basis, and

- b. no employee shall be mandatorily detailed who has a previously scheduled furlough or Administrative Day in the first thirty (30) days of the detail. In the case of a detail which exceeds thirty (30) days, by mutual agreement as above provided, the employee will receive his/her furlough or Administrative Day in the mode of operation for the schedule to which he/she is detailed.

2. An employee detailed shall receive the appropriate rate of pay, but no less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the detail, such as assigned furlough or Administrative Day and seventy-two (72) hours off between shifts as set forth in Article IV shall not be modified except as provided above in subparagraph 1.

An employee shall be granted at least twenty-four (24) hours off duty before reporting to or returning from a detail between platoon duty and forty (40) hour duty.

3. After thirty (30) days, detailed employees shall be slotted on to overtime lists by last date of rehire - the District Commander and Union Steward or Business Agent shall consult.

4. No employee detail shall commence on a holiday; except when the Fire Commissioner or Mayor determines and announces that an emergency exists.

5. No employee shall be so detailed for disciplinary reasons.

#### **Section 4.2 - Forty (40) Hour Employees**

A. Employees within the Bureaus of Administrative Services, Employee Relations, Support Services and Division of Emergency Medical Services, and other bureaus listed in Section 4.1 who are not on platoon duty, shall work a normal workweek consisting of eight (8) consecutive hours, Monday through Friday. Exceptions to the normal workweek shall be consistent with past practice.

B. Employees assigned to the Bureau of Fire Prevention shall normally work ten (10) consecutive hours, four (4) days per calendar week. There will be two (2) shifts (A & B) rotating every two (2) weeks. The "A" shift will work Monday-Thursday one week and Tuesday-Friday the following week. The "B" shift will work Tuesday-Friday one week and Monday-

Thursday the following week. Hours of duty will be 7:00 AM to 5:00 PM including a one (1) hour lunch period and three (3) fifteen minute breaks, (two in the morning and one in the afternoon) each day. Furloughs will be selected in the customary manner.

If a holiday falls on Monday; those employees working Monday-Thursday will be off duty on Monday and those employees working Tuesday-Friday will be off duty on Tuesday. If a holiday falls on a Friday, employees working Monday-Thursday will be off duty on Thursday and employees working Tuesday-Friday will be off duty on Friday. If a holiday falls on Tuesday, Wednesday or Thursday, the holiday will be celebrated on that day for all employees.

1. Each employee shall provide weekend coverage a maximum of four (4) out of the fifty-two (52) weeks per year. Employees shall bid for weekends by seniority limited to when the employee's shift is assigned to Tuesday-Friday. If assigned to a weekend, the duty days shall be Wednesday, Thursday, Friday and Saturday. Wednesday and Thursday shifts shall be the normal ten (10) hour day. The Friday and Saturday shifts will each begin in the evening and last for eight (8) hours, (Friday 6:00 PM to Saturday 2:00 AM, and Saturday 8:00 PM to Sunday 4:00 AM), giving the employee a total of 36 hours worked that week and being paid for 40 hours. No other premium pay shall be applicable to those hours for the weekend selected.

2. At the discretion of the Deputy Fire Commissioner, employees will be exempt from this scheduling for the position listed below:

Aide to the Commissioner

The employee(s) exempt from this scheduling will be presented to the Union and kept current as changes occur.

~~3. Procedure for establishing this Weekend Work Status List:~~

A list of the fifty-two (52) weekends per year will be sent to each affected member who will choose the weekends he/she wishes to be available for work. Employees shall be assigned to the four (4) weekend work periods using seniority as the criteria. Ten (10) employees will be chosen for each weekend tour.

4. Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during the Monday through Sunday workweek. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one hour at one-half time hourly rate for each hour, or any portion thereof, less than such ten (10) hours.

For all time consisting of fifteen (15) minutes or more beyond the normal shift, employees also shall be compensated at the applicable overtime rate.

Employees will not be required to work with less than eight (8) hours off between shift assignments unless a bonafide operational need exists.



#### Section 4.3 - Break Periods - Meal Periods

A. Except for employees assigned to the Fire Prevention Bureau, forty (40) hour employees' work schedule shall provide for a fifteen (15) minute paid break period during each one-half (1/2) shift. The break period shall be scheduled approximately at the middle of each one-half (1/2) shift whenever this is feasible. Such forty (40) hour employees shall also be granted a paid lunch period of not to exceed one (1) hour during each work shift. Whenever feasible, the lunch period shall be scheduled approximately at the middle of each shift.

B. Any forty (40) hour employee who for any reason works two (2) hours beyond his/her regular quitting time shall be entitled to another fifteen (15) minute paid break period.

#### Section 4.4 - Overtime Definition

Employees authorized to work any time on duty in addition to the normal shifts as defined in this Article shall be considered as working overtime hours, subject to the overtime rate provision of this Agreement.

Compensation shall not be paid more than once for the same hours worked under any provision of this Article or Agreement.

#### Section 4.5 - Altered Work Hours

Employees on a voluntary basis may be assigned or detailed as instructors to the Academy, and if so shall be paid as provided in Article VI B6.

Instructors and other employees assigned or detailed to the Academy may, for the purpose of facilitating training or special duty, be scheduled to work Saturday or Sunday instead of the normal five (5) day workweek, or they may have their normal daily work hours altered, but not to exceed the total number of eight (8) consecutive hours in any one day.

Consistent with the agreed practice in the Fire Prevention Bureau, if a recognized holiday is observed under Section 7.2A on a day other than the scheduled work day of an employee assigned or detailed to the Academy, that employee's next scheduled work day shall be considered that employee's recognized holiday and treated as such under Section 7.2B.

Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during a Monday through Sunday workweek. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one (1) hour at one-half (1/2) times their hourly rate for each hour or any portion thereof less than such ten (10) hours. For all times consisting of fifteen (15) minutes or more beyond their normal shift, employees shall be compensated at the applicable overtime rate.

This Section 4.5 shall not apply to employees in the Platoon mode.

## ARTICLE V. WAGES AND RATES OF PAY

### Section 5.1 - Annual Salary Schedule

A. Effective July 1, ~~2007~~ 2012, the annual salaries of the members of the bargaining unit shall be paid pursuant to the salary schedule attached hereto and made part of this Agreement and identified as Appendix B.

B. (a) The following wage changes will be instituted:

- ~~1. Effective July 1, 2007, a 1% increase.~~
- ~~2. Effective January 1, 2008, a 3% increase.~~
- ~~3. Effective January 1, 2009, a 2% increase.~~
- ~~4. Effective January 1, 2010, a 1% increase.~~
- ~~5. Effective January 1, 2011, a 2% increase.~~
- ~~6. Effective January 1, 2012, a 1% increase.~~

1. Effective July 1, 2012, a 2% increase.
2. Effective January 1, 2013, a 2% increase.
3. Effective January 1, 2014, a 2% increase.
4. Effective January 1, 2015, a 1% increase.
5. Effective January 1, 2016, a 1% increase.
6. Effective July 1, 2016, a 2% increase.
7. Effective January 1, 2017 a 1% increase.

(b) The increases will be retroactive to the dates specified and be applicable to all salary-related items. Retroactivity for these increases will be applicable to all persons on the payroll at any time on or after July 1, ~~2007~~ 2012.

(c ) During the term of this Agreement, should there be enacted into law legislation pursuant to which Employees covered by this Agreement are required to increase their contributions to the Firemen's Annuity and Benefit Fund of Chicago or any successor pension fund in an amount above the amount of the current annual contribution of 9-1/8% of Salary and Duty Availability Pay, the Union may reopen this Agreement solely on the issues of Salary and Duty Availability Pay for the purpose of renegotiating the Salary and Duty Availability Pay increases which shall be paid to such Employees. The Union shall have thirty (30) days from the date it receives notice that the contributions will increase to notify the Employer, in writing, of its intent to reopen this Agreement. In the event this Agreement is reopened, the Salary and Duty Availability Pay set forth in this Agreement will not be changed without the written consent of the Union. The parties shall have ninety (90) days to renegotiate the Salary and Duty Availability Pay increases. In the event the parties are unable to resolve these issues during the negotiation period, or within any mutually agreed to extension, the dispute shall be submitted to interest arbitration pursuant to Section 20.2.

#### C. Wage and Insurance Protection

During the period of this Agreement should the bargaining unit of sworn police officers below the rank of sergeant recognized by the City of Chicago, or the police sergeants unit recognized by the City of Chicago, or the police lieutenants unit recognized by the City of Chicago, or the police captains unit recognized by the City of Chicago, or any other bargaining unit recognized

by the City of Chicago receive a lump sum payment or a percentage salary or wage increase in excess of that set forth herein or receive improvements in step and /or longevity pay schedules (other than when a particular job function has been reclassified), the City shall grant Local 2 bargaining unit members in comparable ranks increases equivalent to those, and/or any of those, granted to any other such bargaining unit or police unit over the same time period, and increases to other Local 2 unit members sufficient so that the lump sum or percentage of salary or wage differences between classifications and ranks in Local 2's unit be maintained at no less than existed before the increases:

It is further agreed that any improvements in insurance coverage and/or benefits greater than those provided in this Agreement that are granted to the bargaining unit of sworn police officers below the rank of sergeant recognized by the City of Chicago or any other bargaining unit recognized by the City of Chicago, or the police sergeants unit recognized by the City of Chicago, the police lieutenants unit recognized by the City of Chicago and/or the police captains unit recognized by the City of Chicago, whether in Health and Welfare Medical Care, Dental, Optical, Life or AD&D, shall also be made effective for the bargaining unit represented by Local 2.

This provision is for the purpose, among others, of maintaining, on behalf of Local 2 represented employees, no less than historical parity between the two (2) groups of sworn employees.

D. Paychecks shall normally be due and payable to employees at 0800 at their work place on the established pay dates of the first (1st) and sixteenth

(16th) of each month. If the paychecks are available to the District Chiefs for earlier distribution, they shall not be unreasonably withheld.

Premium pay for any overtime or holiday work shall be received by the employee on the pay date for the pay period following the period in which such work was performed, but in no event later than the second (2nd) pay period following the period in which such work was performed, except for EMS platoon employees no later than the third (3rd) pay period following the period in which such work was performed.

E. Effective January 1, 2006, the maximum rate of pay on the salary schedule for employees covered by this Agreement will be available to employees with twenty-five (25) years of service. The salary schedule for the red-circled employees with more than thirty (30) years of service prior to January 1, 2006 is also set forth in Appendix B.

#### **Section 5.2 - Straight-Time Hourly Rate**

The regular straight-time and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary by 2080 for the eight (8) hour shift employees and by 2120 for the twenty-four (24) hour shift employees.

#### **Section 5.3 - Overtime Rate**

Employees shall receive overtime pay at the rate of time and one-half for all work performed beyond their regularly scheduled hours consisting of fifteen (15) minutes or more. Such employees shall receive pay at the overtime rate for one-half (1/2) hour. Work consisting of more than one-half (1/2) hour shall be paid in one-half

(1/2) hour increments. The City's managerial rights to make and enforce rules regarding employee lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

#### Section 5.4 - Recall

A. Employees recalled to duty shall receive a minimum of four (4) hours pay at the overtime rate.

B. Employees who are recalled to duty after 0700 on the day to be worked shall receive a minimum of five (5) hours pay at the overtime rate.

#### Section 5.5 - Longevity Pay

The Employer agrees to pay longevity pay in accordance with the salary schedules attached hereto and made a part of this Agreement and identified as Appendix B. Effective July 1, 1995, longevity pay shall be increased to a 4% differential for F1 at Steps 10 and 11.

Effective January 1, 2004, F6 at Step 10 shall be increased by .5% and F6 at Step 11 shall be increased by 1.1%.

#### Section 5.6 - Holdover

Employees may be held over for a maximum of four (4) hours to work beyond their regular shift to cover unexpected and unscheduled manpower shortages. A platoon employee being held over may secure a substitute to work for him from other employees within the District on his shift and of the same rank. He/She may use

the marshal line for this purpose, subject to approval of the Company Officer. Where the shortage is in the rank of Firefighter the Firefighter with the least seniority shall be held over unless a more senior Firefighter volunteers. Employees held over fifteen (15) minutes or more shall be paid in accordance with Section 5.3 of this Agreement. Administration of this provision shall be consistent with the application of Sections 9.2 and 16.3 of this Agreement.

**Section 5.7 - Duty Availability Pay**

A. All employees, ~~except EMS employees assigned to platoon duty,~~ shall earn duty availability pay each quarter. For each month, or any portion thereof, the employee shall be paid one-third (1/3) of the payment for that quarter. The first payment shall be made January, 2001 and each April, July, October and January thereafter, by the end of the applicable month.

The quarterly payment amounts for all employees, ~~except EMS employees assigned to platoon duty,~~ shall be increased to the following amounts on the dates specified:

Effective Payment Date	Amount Per Quarter
<del>January, 2006</del>	<del>\$730.00</del>
<del>January, 2011</del>	<del>\$755.00</del>
January, 2012	\$805.00
<u>January, 2014</u>	<u>\$855.00</u>
<u>January, 2016</u>	<u>\$870.00</u>
<u>January, 2017</u>	<u>\$900.00</u>

B. ~~EMS employees assigned to platoon duty shall earn duty availability pay for each quarter. For each month or any portion thereof, the employee shall~~



~~be paid one-third (1/3) of the payment for that quarter. The first payment shall be made January, 2001 and each April, July, October and January thereafter, by the end of the applicable month. Beginning in April of 2007, EMS Platoon employees will earn duty availability pay at the rate of \$688.00 per quarter, with the first quarterly payment to be made in July of 2007.~~

~~These quarterly payment amounts for EMS employees assigned to platoon duty shall be increased to the following amount on the date specified:~~

<del>Effective Payment Date</del>	<del>Amount Per Quarter</del>
<del>July, 2007</del>	<del>\$688.00</del>
<del>January, 2011</del>	<del>\$713.00</del>
<del>January, 2012</del>	<del>\$805.00</del>

#### **Section 5.8 - Incentive - Reclassification/Regraded Salary**

- A. 1. All non-probationary employees shall be paid a one-time payment by the City of \$750.00 upon receiving their EMT-B license and obtaining approval to function in the Chicago EMS System. All employees who obtain their EMT-P license shall be paid a one-time payment of \$1,500.00 upon receiving said license, and obtaining approval to function in the Chicago EMS System. To qualify for such payments, employees shall sign a five (5) year commitment to participate as a cross-trained dual status EMT-B or EMT-P and comply with the provisions of Sections 16.4C7(b), (c) and (d). Employees who choose to voluntarily participate, but not sign the five (5) year commitment shall not receive the one-time payment.

2. This one-time payment provision does not apply to those employees currently participating in the mandatory five (5) year (or effective the date of contract ratification, seven (7) year) dual status commitment pursuant to Section 16.4C3 or to future employees who crossover pursuant to Section 16.4C3.

B. All employees who are or become cross-trained dual status FS&R and EMT-B or EMT-P licensed employees, shall be classified and graded as such. These employees shall be paid annual salaries for the classified/graded cross-trained dual status FS&R and EMT-B or EMT-P positions reflecting ~~4% and 7% respectively~~ ~~(effective January 1, 2011, 5% and 7.5% respectively, effective July 1, 2012 higher than non-dual status employees their current rate of pay, and effective January 1, 2015, 6% and 8.5%, respectively,~~ except employees hired on or after January 1, 2011, who obtain their EMT-B license and approval to function in the Chicago EMS System shall receive the 5% (effective January 1, 2015, 6%) incentive commencing at Step 4 (after 30 month). Those employees hired on or after January 1, 2015 who obtain their EMS-B license and approval to function in the Chicago EMS System shall receive the 6% incentive commencing at Step 5 (after 42 months). This shall be pursuant to Contract Appendix B.

## ARTICLE VI. ENTIRE AGREEMENT

### Section A - Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining (except as provided for in the

grievance procedure) for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each 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, 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 or signed this Agreement.

#### **Section B - Prevailing Rights**

The following rights, privileges and benefits enjoyed by employees prior to February 13, 1980 will be maintained for the duration of this Agreement and shall not be diminished, modified or eliminated during the term of this Agreement unless changed by mutual written consent.

##### **1. Employee Assistance Program**

The Department has historically maintained an Employee Assistance Program to assist employees who may suffer from alcoholism, drug dependency, or other illnesses which should be treated. It is understood that alcoholism or drug dependency in and of themselves shall not be the basis

for discipline; however, if coupled with deteriorating and impaired job performance, they may be the basis for discipline. The Department shall continue to maintain such an Employee Assistance Program though changes may be necessary to incorporate new knowledge in the field, as has been done in the past.

The above is not intended to detract from the provisions of General Order No. 87-008 dated February 1, 1987, but to supplement the same with a commitment towards intervention and rehabilitation through cooperative efforts of counselors in the Employee Assistance Program of the Union and the Department.

It is provided, however, that probationary employees shall not be eligible to participate in the Department's Employee Assistance Program, and any probationary employee who tests positive in violation of General Order 87-008 shall not be entitled to a supplemental (last chance) agreement and shall be terminated.

## 2. Athletic Facilities

Off duty employees shall be permitted use of Department athletic facilities subject to reasonable departmental policies regarding time of use and conduct. It is understood that an injury caused by such use by off duty employees shall be considered a non-duty injury.

## 3. Newly Promoted

The City will assign, as needed, newly promoted Lieutenants to the Fire Prevention Bureau at the discretion of the Fire Commissioner.

## 4. Lockers

The Department shall continue to provide locker space to all employees on platoon duty in the Bureau of Operations for the purpose of securing personal belongings and as a closet for dress uniforms, extra work clothes and civilian dress. Subject to the availability of lockers, platoon relief and detailed personnel and employees other than those assigned to the Bureau of Operations may be allowed use of lockers with the approval of the District Chief/Director.

## 5. Furnishing of Fire House

For each Fire House the City will furnish one (1) stove, one (1) refrigerator, kitchen table(s), chairs, desk(s), as well as sufficient beds, mattresses, pillows and blankets for each on duty employee. These items will be

identified with inventory control numbers and/or accounted for on an inventory sheet. Only these identified items will be replaced when necessary at the City's discretion.

#### 6. Training Instructor Incentive Pay

An employee below the rank of Lieutenant/Ambulance Commander who is assigned/detailed to the Fire Academy as an Instructor, shall be paid at a minimum the pay of a Lieutenant/Ambulance Commander (F4), and at the employee's current pay step. An employee at or above the rank of Lieutenant/Ambulance Commander shall be paid at the next higher rank/classification, and at the employee's current pay step. However, a Battalion Chief so assigned who is at Step 10 or 11 shall be paid at the highest step of grade F7; a Battalion Chief at Step 7, 8 or 9 shall be paid at the next to highest step of grade F7; and Battalion Chiefs at Steps 1 through 6 shall be paid at the third (3rd) from highest step of grade F7. The employee shall return to his/her current career service pay grade and step as soon as the employee's assignment as Training Instructor has ended.

## 7. Pro-rata Vacations - New Employees

Anything to the contrary notwithstanding, a newly hired employee shall be eligible for and receive a pro-rata vacation in the year following the year in which the employee is hired. For each month of service, or any portion thereof, the employee shall accrue furlough time pursuant to Section 7.1. However, a new employee not successfully completing academy training shall not be eligible for this pro-rata vacation benefit.

## 8. No Docking of Pay of Employees Taking Promotion Examinations

No employee who otherwise would be on duty shall be docked for time spent taking a promotional examination. During the period involved, the provisions of Section 16.3 and Section 16.4 with respect to minimum manning as well as acting out of classification shall be waived.

# ARTICLE VII. PAID LEAVES OF ABSENCE

## Section 7.1 - Vacations

### A. Eligibility and Allowance

1. Every employee shall be eligible for paid vacation after completion of one (1) year of service. However, employees shall start to earn their vacation allowance as of their date of hire. Platoon and forty (40) hour employees shall accrue pro-rata vacation for each month

of service or any portion thereof, in each year in accordance with Section 7.1A2 (a), (b) and (c).

2. Eligible employees shall be granted an annual paid vacation as follows:

(a) Forty (40) hour employees five (5) weeks. After completion of ten (10) years of service or more prior to July 1st - six (6) weeks for that calendar year. ~~The sixth~~ The last week of vacation, at the employee's option, may be taken in a full week or in daily increments. After completion of twenty-five (25) years of service or more prior to July 1 of that calendar year, forty (40) hour employees shall receive three (3) additional days of paid vacation per calendar year.

Forty (40) hour employees shall receive an additional day of paid vacation for any holiday which falls during a vacation.

(b) Platoon employees (except for Emergency Medical Services) twelve (12) duty days. After completion of twenty-five (25) years of service or more prior to July 1 of that calendar year, Platoon employees shall have the option of selecting either: one (1) additional duty day off or payment of their regular straight-time and basic hourly rate for that additional duty day [i.e. thirteen (13) duty days upon completion of twenty-five (25) years of service or more prior to July 1 of that calendar year.] Eligible employees shall make their selection on an annual basis at the same time that



vacation selections are made. Eligible employees who do not affirmatively select to receive an additional duty day off shall receive payment for one duty day at their regular straight-time and basic hourly rate in lieu of their additional duty day off. Payment shall be made by the last day of the first calendar quarter following the selection period.

(c) Platoon employees - Emergency Medical Services

Years of Service	Number of Vacation Duty Days
After 1 Year	3 days
After 5 Years	6 days
After 15 Years	9 days
After 25 Years	10 days

After completing of one (1), five (5), fifteen (15) or twenty-five (25) years of service or more prior to July 1, the employee shall receive the vacation set forth above for that calendar year.

3. In order to insure that all Platoon employees (except EMS platoon employees) receive their twelve (12) duty days off, all such employees shall receive three (3) furlough periods; and each furlough period shall include four (4) duty days; additionally, those employees who are entitled to thirteen (13) duty days (as provided in Subsection 2(b) above) and who have elected to receive an additional duty day

off, rather than payment in lieu of that duty day off, shall receive an additional furlough period which shall include one (1) duty day.

4. For EMS platoon employees each vacation period shall consist of one (1) duty day, and on the basis of seniority and rank such employees shall select and be assigned all vacation duty days to which the employee is entitled. After completion of twenty-five (25) years of service or more prior to July 1 of that calendar year, EMS Platoon employees shall have the option of selecting either: one (1) additional duty day off or payment of their regular straight-time and basic hourly rate for that one day. Eligible employees shall make their selection on an annual basis at the same time that vacation selections are made. Eligible employees who do not affirmatively select to receive all of their ten (10) duty days off shall receive payment for one (1) duty day at their regular straight-time and basic hourly rate in lieu of one (1) of their duty days off. Payment shall be made by the last day of the first quarter following the selection period.

5. Consistent with current Department pay practices for platoon employees (except for Bureau of Emergency Medical Services) one (1) duty day is the equivalent of three (3) calendar days and for forty (40) hour employees one (1) duty day is the equivalent of one (1) calendar day. When a day is set forth in the Agreement, the day means a duty day consistent with the above.

#### B. Selection of Vacation Periods

Selection of vacation periods, shall be in accordance with the Fire Department schedule(s) establishing the annual furlough periods for uniformed personnel. It is provided, however, that employees shall select and be assigned all furlough picks on one selection sheet. In accordance with the schedule(s), employees shall select their furloughs within their respective Bureau, Division, District, Platoon, Daley Day and Classification, by seniority except Captains and Lieutenants shall pick together by seniority and P.I.C.'s and Ambulance Commanders shall pick together by seniority, provided, however, that employees assigned to O'Hare Airport and employees assigned to Midway Airport (except for E.M.S. and Battalion Chief employees so assigned), together will select their furloughs within these assignments, by Platoon and Daley Day, using seniority as the criterion. No later than November 15th, of each year, the Department shall post furlough assignments, and at least 24 hours before the posting of furlough assignments, provide to the Union a master copy of assigned furloughs for all employees for the coming year.

#### C. Vacation Benefits Upon Termination

1. An employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Firefighter) shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation, for all unused vacation duty days accumulated, including those vacation duty days accumulated in the year of separation, on a pro-rata basis. Vacation time shall not accumulate from year to year except as provided herein.

2. (a) An employee who is separated from service by reason of retirement following sick or injury leave which was a result of a duty connected injury, illness or disability, or determined to be an occupational disability or duty disability following retirement, shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation for all unused vacation duty days accumulated, including vacation days accumulated during such sick or injury leave.

(b) An employee who is separated from service by reason of retirement at age sixty (60) or above following sick or injury leave which was a result of a non-duty-connected injury, illness or disability shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation for all unused vacation duty days accumulated, including vacation days accumulated during such sick or injury leave.

(c) An employee who is separated from service by reason of retirement at age fifty-nine (59) or below following sick or injury leave which was a result of a non-duty connected injury, illness or disability, or determined to be other than a duty disability or occupational disability following retirement, shall be compensated at the employee's straight-time and basic hourly rate of pay at the time of separation for all unused vacation duty days accumulated, prior to such sick or injury leave, except, at the employee's option, the employee may schedule or re-schedule and use, during or after such non-duty leave, the vacation duty days accumulated prior to such non-duty leave.

3. An employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony

conviction relating to or arising out of or in connection with his service as a Firefighter) after twenty (20) years of service or more shall be compensated an additional amount equivalent to six and one-half (6.5) vacation duty days (effective January 1, 2011, seven (7) vacation duty days), if a platoon employee, at the employee's straight-time and basic hourly rate of pay, and if a forty (40) hour employee, an additional amount equivalent to nineteen and one-half (19.5) eight (8) hour vacation duty days (effective January 1, 2011, twenty-one (21) eight (8) hour vacation duty days) at the employee's straight-time and basic hourly rate of pay.

D. Vacations Upon Return to Duty from Sick or Injury Leave

1. An employee who returns to duty after a sick or injury leave, provided such leave was a result of a duty connected injury, illness or disability, shall receive paid vacation for all unused vacation duty days accumulated before and during such leave; and

2. An employee who returns to duty after a sick or injury leave, when such leave was a result of a non-duty connected injury, illness or disability, (a) shall not receive paid vacation for unused vacation days accumulated before such leave and which are scheduled and fall during such leave, but (b) shall receive paid vacation for unused vacation duty days, which are scheduled after the leave and shall receive paid vacation for vacation earned during such leave.

Section 7.2 - Paid Holidays

A. Recognized Holidays

The following holidays are those which shall be recognized and observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Casimir Pulaski Day	Christmas Day
Memorial Day	Flag Day (June 14th)*
Independence Day	

Holidays will be observed on the day designated by the City for observance.

\*Flag Day (June 14th) for Platoon employees and the second Friday in June for all forty (40) hour employees.

#### B. Forty (40) Hour Employees

An employee scheduled to work an eight (8) hour day, forty (40) hour week schedule, will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled work days immediately preceding and immediately following the holiday.

A forty (40) hour employee who works on a recognized holiday shall be paid time and one-half for all hours worked in addition to his regular pay (i.e., one and one-half times the employee's hourly rate of pay plus his/her regular pay).

#### C. Platoon Employees - Fire Suppression and Rescue

##### 1. Working As Regularly Scheduled on Holiday

Platoon employees who work as regularly scheduled on any of the thirteen (13) recognized holidays shall be paid double time for all hours worked (i.e., at the straight-time hourly rate of pay for all hours worked plus regular pay). For platoon employees, only such employees who work the shift beginning at 8:00 a.m. on the day the holiday is observed shall be considered as working on the holiday.

## 2. Holiday on Furlough

If a holiday falls on one of the furlough days of any platoon employee, he shall be paid for that day as if he/she had worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight-time hourly rate of pay in addition to his regular furlough pay).

## 3. Holiday on Daley Day

If a holiday falls on a Daley Day of a platoon employee who does not work on that day, the employee shall be paid for that day as if he/she had worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight-time hourly rate of pay in addition to his regular pay).

## 4. Medical Roll (Medical Status) Holiday

Platoon employees on the medical roll (medical status) shall be paid twenty-four (24) hours of holiday pay when a holiday falls on their Daley Day, and those platoon employees on the medical roll (medical status) because of duty-related injury, illness or disability shall receive twenty-four (24) hours of holiday pay when a holiday falls on their regularly scheduled work day.

## 5. Rehire on a Holiday/Daley Day



Platoon employees rehired on a Daley Day which is a holiday shall receive twenty-four (24) hours of holiday pay plus time and one-half for all hours worked. Thus, an employee who works the entire twenty-four (24) hour shift shall receive total compensation of sixty (60) hours pay (twenty-four (24) hours holiday pay plus thirty-six (36) hours pay). If relieved of rehire before the end of the shift, the employee shall receive twenty-four (24) hours of holiday pay plus time and one-half for hours worked (with minimum recall guarantee).

#### 6. Rehire on Off-Shift/Holiday

Platoon employees rehired on an off-shift (not a Daley Day) which is a holiday shall receive forty-eight (48) hours of pay as compensation, assuming the employee works the entire twenty-four (24) hour shift. If the employee is relieved of rehire before conclusion of the shift, the employee shall receive twice the hourly rate of pay for each hour worked (with minimum recall guarantee).

## 7. Duty Lay-up on Holiday

Platoon employees working on a holiday who are relieved because of an injury on duty or duty-related illness shall receive holiday pay as set forth below:

(a) If it is a regularly scheduled work day, the employee shall receive twenty-four (24) hours pay in addition to regular pay;

(b) if it is the employee's Daley Day, the employee shall receive twenty-four (24) hours holiday pay plus one and one-half (1-1/2) times the hourly rate of pay for each hour the employee was scheduled to work;

(c) if it is an off-shift day (not a Daley Day), the employee shall receive twice the hourly rate of pay for each hour the employee was scheduled to work.

## 8. Non-Duty Lay-up/Holiday

A platoon employee working on a holiday who is relieved because of a non-duty illness shall receive holiday pay for hours worked (with minimum recall guarantee), except if working a Daley Day the employee shall receive twenty-four (24) hours holiday pay plus time and one-half for hours worked (with minimum recall guarantee).

## 9. Drug-Alcohol Test/Holiday

A platoon employee working on a holiday who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order) shall receive full pay as provided in subparagraph 7 above if the test results are negative. But if the test results are positive, then the employee will only receive holiday pay for hours worked (with minimum recall guarantee).

#### 10. Military Leave/Holiday

Platoon employees on a paid military leave of absence shall receive twenty-four (24) hours of holiday pay if the holiday falls on their scheduled work day and is within either the fourteen (14) or fifteen (15) day calendar period set forth in Section 7.4, and platoon employees shall receive twenty-four (24) hours of holiday pay if a holiday falls on their Daley Day during such military leave.

#### D. Platoon Employees - Emergency Medical Services

##### 1. Working as Regularly Scheduled on Holiday

Platoon employees who work as regularly scheduled on any of the thirteen (13) recognized holidays shall be paid double time for all hours worked (i.e., at the straight-time hourly rate of pay for all hours worked plus regular pay). For platoon employees, those employees who work the shift beginning at 8:00 a.m. on the day the holiday is observed shall be considered as working on the holiday, and those employees who work on the preceding shift between the hours of midnight and 8:00 a.m. inclusive shall also be considered as working

on the holiday for that eight (8) hour period (i.e., one (1) duty day, twenty-four (24) hours of pay at the straight-time hourly rate of pay in addition to regular pay for those employees whose shift begins at 8:00 a.m. on the day the holiday is observed, and for those employees who would have worked from midnight to 8:00 a.m. on the shift preceding the holiday, eight (8) hours of pay, at the straight-time hourly rate of pay in addition to regular pay).

## 2. Holiday on Furlough

If a holiday falls on one of the furlough days of any platoon employee, he/she shall be paid for that day as if he/she worked on the holiday (i.e., one (1) duty day, twenty-four (24) hours of pay, at the straight-time hourly rate of pay in addition to his regular furlough pay for those employees whose shift begins at 8:00 a.m. on the day the holiday is observed, and for those employees who would have worked from midnight to 8:00 a.m. on the shift preceding the holiday, eight (8) hours of pay, at the straight-time hourly rate of pay in addition to regular furlough pay).

## 3. Medical Roll (Medical Status) Holiday

Platoon employees on the medical roll (medical status) because of a duty-related injury, illness or disability shall receive twenty-four (24) hours of holiday pay when a holiday falls on their regularly scheduled work day, and platoon employees on the medical roll (medical status) because of a duty-related injury, illness or disability shall receive eight

(8) hours of holiday pay when their regularly scheduled work day immediately precedes the holiday.

#### 4. Rehire on a Holiday/Off Shift Day

Employees rehired pursuant to Section 9:2 on a day which is a holiday shall receive twenty-four (24) hours of holiday pay plus time and one-half for all hours worked. Thus, an employee who works the entire shift shall receive total compensation of sixty (60) hours pay (twenty-four (24) hours holiday pay plus thirty-six (36) hours pay). If relieved of rehire before the end of the shift, the employee shall receive twenty-four (24) hours of holiday pay plus time and one-half for all hours worked (with minimum recall guarantee). Employees on rehire pursuant to Section 9.2 and working from midnight to 8:00 a.m. on the shift preceding the holiday shall receive eight (8) hours of holiday pay plus time and one-half for all hours worked (with minimum recall guaranteed).

#### 5. Duty Lay-up on Holiday

Platoon employees working on the shift beginning at 8:00 a.m. on the day the holiday is observed, and those employees working on the shift immediately preceding the holiday, who are relieved because of an injury on duty or duty-related illness shall receive holiday pay as set forth below:

- (a) if it is a regularly scheduled work day, the employee whose shift begins at 8:00 a.m. the day the holiday is

observed shall receive twenty-four (24) hours of pay in addition to regular pay, and the employee whose shift immediately precedes the holiday shall receive eight (8) hours of pay in addition to regular pay;

(b) if the employee is rehired pursuant to Section 9.2 on the shift which begins at 8:00 a.m. on the day the holiday is observed, the employee shall receive twenty-four (24) hours of holiday pay plus one and one-half times the hourly rate of pay for each hour the employee was scheduled to work, and the employee rehired pursuant to Section 9.2 whose shift immediately precedes the holiday shall receive eight (8) hours of holiday plus one and one-half times the hourly rate of pay for each hour the employee was scheduled to work.

#### 6. Non-Duty Lay-up/Holiday

A Platoon employee working on the shift beginning at 8:00 a.m. on the day the holiday is observed who is relieved because of a non-duty illness shall receive holiday pay for hours worked (with minimum recall guarantee), and a Platoon employee working on the shift immediately preceding the holiday and who is relieved because of a non-duty illness shall receive holiday pay for hours worked between midnight and 8:00 a.m. (with minimum recall guarantee).

#### 7. Drug-Alcohol Test/Holiday

A Platoon employee working on the shift beginning at 8:00 a.m. on the day the holiday is observed and who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order), and a Platoon employee working on the shift beginning immediately preceding the holiday who is relieved of duty following a drug or alcohol test (i.e., given pursuant to drug order) shall receive full pay as provided in subparagraph 6 above if the test results are negative. But if the test results are positive, then the employee will only receive holiday pay for hours worked (with minimum recall guarantee). Holiday pay for employees working on the shift which begins at 8:00 a.m. on the day the holiday is observed is for all hours on that shift.

Holiday pay for employees working on the shift immediately preceding the holiday is only for hours between midnight and 8:00 a.m.

#### 8. Military Leave/Holiday

A Platoon employee on a paid military leave of absence shall receive twenty-four (24) hours of holiday pay if his/her scheduled work day begins at 8:00 a.m. on the day the holiday is observed and eight (8) hours of holiday pay if his scheduled work day immediately precedes the holiday and such scheduled work day is within either the fourteen (14) or fifteen (15) calendar period set forth in Section 7.4.

#### Section 7.3 - Sick and Injury Leave

Any member of the Fire Department receiving any injury on duty or duty-related disability so as to prevent him from attending to his duties as such member of the

Fire Department shall, for the duration of twelve (12) months, providing his/her disability shall last that time, or for such portion of twelve months as such disability or sickness shall continue to receive full pay and benefits; and such disability shall not be considered as rendering necessary his/her retirement from service in the Fire Department during such period. The fact of such disability, its nature or cause of his/her injury, and its duration shall be certified to by the Department physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner. Any employee absent from work on account of a non-duty 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 Department's physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner.

In the event a dispute arises as to the disability of the member, or the nature or cause of his injury, such dispute shall be referred to the grievance procedure under Article X.

Any member of the Fire Department who is receiving his usual City salary while on disability is prohibited from engaging in any employment other than with the Fire Department. Any member found to be in violation of this Section shall be subject to the loss of his salary from the Fire Department while an employee.

No member of the Fire Department who is on the pension roll, or who is receiving any benefit from the pension fund by reason of any such disability or injury, shall be entitled to receive any part of his salary during such time as he shall remain on pension roll or receives any benefits therefrom.



The Employer further agrees to pay all hospital and medical costs of an employee incurring a duty connected injury, illness or disability.

#### **Section 7.4 - Military Leaves**

Any employee who is a member of a reserve force of the United States or of the State of Illinois, other than the National Guard, and who is ordered by the appropriate authorities to attend a training program or 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, but not to exceed fourteen (14) calendar days in any calendar year.

Any employee who is a member of the National Guard of the United States or of the State of Illinois and who is ordered by the appropriate authorities to attend a training program or 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, but not to exceed fifteen (15) calendar days in any calendar year.

Said paid leaves of absence shall not reduce the employee's vacation or other leave benefits.

#### **Section 7.5 - Funeral and Bereavement Leave**

A. In the event of a death in the immediate family of an employee, the employee shall be granted three (3) consecutive calendar days off without loss of pay. The immediate family is defined as the employee's spouse, parents, children (including step and half), brother (including step and half), sister (including step and half), father-in-law, mother-in-law, daughter-in-law,

son-in-law, grandparents, grandchildren, current step parents and brother-in-law and sister-in-law, except that for brother-in-law and sister-in-law the benefit shall be for the day of the funeral only.

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

Domestic partners are defined as two persons regardless of their gender, who have a close personal relationship, sharing the same regular and permanent residence for at least six (6) months; are each 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.

C. When an employee is entitled to bereavement leave pursuant to Section 7.5A or 7.5B above, and when death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) consecutive calendar days, (but which for platoon employees shall include no more than one working day). For purposes of this Section 7.5C, those states contiguous to the State of Illinois are: Missouri, Iowa, Wisconsin, Indiana, Kentucky and Michigan.

## Section 7.6 - Administrative Days - Trades & Exchanges

A. Administrative Days

Forty (40) hour employees shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option.

Administrative Days will be used (or paid for) each calendar year and will not be carried over.

Forty (40) hour employees shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option.

Administrative Days used by Fire Prevention Bureau employees shall be ten (10) hours each. Pay in lieu of Administrative Days off for all forty (40) hour employees shall be paid at eight (8) hours. Administrative Days will be used (or paid for) each calendar year and will not be carried over.

B. The following shall implement the preceding paragraph:

1. Administrative Days off may be requested and shall be scheduled on a quarterly basis (January-March, April-June, July-September, October-December). Employees, however, may request, and upon Department approval, receive up to two (2) scheduled days off in the first quarter (January-March) three (3) scheduled days off in the second quarter (April-June) and four (4) scheduled days off in the third quarter (July-September).

2. Requests for Administrative Days off shall be given to the appropriate superior no later than ten (10) business days prior to the day desired. The Department within three (3) business days of the request shall approve the request provided such will not interfere with efficient operations as reasonably determined by the Deputy

Commissioner or his designee. Seniority, although not determinative, shall be considered in granting Administrative Days.

3. A platoon employee who permanently transfers to forty (40) hour duty shall be entitled to and may schedule one Administrative Day off in the quarter in which the employee transfers to forty (40) hour duty and one Administrative Day off thereafter in each quarter or any portion thereof in which the employee works in the forty (40) hour mode. Such employee is entitled to schedule Administrative Days off and/or to receive pay in lieu thereof as provided in this Section.

4. An employee detailed on a temporary basis to a forty (40) hour position is entitled to receive one Administrative Day off or pay in lieu thereof for each continuous three months on detail. Short term details of less than three months would not entitle an employee to an Administrative Day off or pay in lieu thereof. Detailed employees will not be subject to quarterly scheduling or accrual as stated above.

5. An employee may request pay in lieu of an Administrative Day off in accordance with the schedule set forth in paragraph 1 (i.e., up to two (2) days pay in the first quarter, etc.). Such request shall be given to the appropriate supervisor no later than ten (10) business days prior to the last day of the quarter in which the request is made. When such timely request is made, the employee will be paid by the end of the second pay period following the last day of the quarter in which the request is made. Said payment will be at the pay rate in effect at the time the payment is made.

6. If an employee does not request pay or receive an Administrative Day off in any given quarter and does not request pay or receive that accrued Administrative Day off in any subsequent quarter of that year, he/she will be paid for that day by February 15 of the following year or at separation from the Department. Said payment will be at the pay rate in effect at the time the payment is made. ~~Effective January 1, 1997,~~ Payments as provided in this Section 7.6B shall be at the hourly rate of pay in effect at the time payment is made.

7. If an employee receives pay in lieu of an Administrative Day but does not subsequently accrue said Administrative Day as a result of resignation, death, retirement or discharge or transfer to platoon duty, the employee will be required to repay, through payroll deduction, the paid additional Administration Day.

8. Candidate employees shall be entitled to one (1) Administrative Day within the ninety (90) day training period. This day shall be granted at the discretion of the Director of Training.

#### C. Trades & Exchanges

The practice and policy with respect to the exchange of Daley Days or Tours of Duty shall be continued for the term of this Agreement which is as follows:

#### EXCHANGE OF DALEY DAYS

1. A Daley Day Exchange policy has been established to allow FS&R employees of the same Bureau (City-wide), working the same shift, to exchange Daley Days.

2. Daley Day Exchanges will be a direct exchange between two (2) FS&R employees for either a twelve (12) hour period or a twenty-four (24) hour period, except there may be an exchange for less than twelve (12) hours for purposes of training or education. All exchanges will be within the same Bureau.

3. To maintain orderly scheduling of manpower, exchanges of Daley Days will be accomplished by FS&R employees of the same rank. However, Company Officers (Captains and Lieutenants) will be allowed to exchange Daley Days at the discretion of the Deputy District Chief.

4. All FS&R employees can exchange Daley Days with employees of the same rank within the Bureau (City-wide) irrespective of whether EMT qualified, provided that where necessary to have sufficient designated positions of EMT qualified employees on designated ALS Fire Companies to maintain such companies in service, the cross-trained, dual status employees may be required to trade with other cross-trained, dual status employees of same rank and classification, with exceptions for emergencies at the reasonable discretion of the Bureau Commander or designee.

5. Approval of Daley Day exchanges will be denied when there is evidence of financial remuneration to either party involved and further,

no Daley Day exchanges will be considered that are requested for the purpose of outside employment of any nature.

## TRADED TOURS OF DUTY

6. A traded tour policy has been established to allow employees to trade a tour of duty (City-wide) in the event that a Daley Day exchange cannot be effected.

7. A trade of either a twelve (12) hour period or a twenty-four (24) hour period will be allowed, except there may be a trade for less than twelve (12) hours for purposes of training or education. All trades will be within the same Bureau and Division (City-wide). In case of emergency, the Deputy District Chief or the Deputy Chief Paramedic will be authorized to waive the hours provision regarding a traded tour of duty. To maintain orderly scheduling of manpower, trades will be accomplished by employees of the same rank. However, Company Officers (Captains and Lieutenants; Paramedics-in-Charge and Ambulance Commanders) will be allowed to trade tours of duty at the discretion of the Deputy District Chief or Chief Paramedic; However, all FS&R employees can trade tours of duty with employees of the same rank within the Bureau (City-wide) irrespective of whether EMT qualified, provided that where necessary to have sufficient designated positions of EMT qualified employees on designated ALS Fire Companies to maintain such companies in service, the cross-trained, dual status employees may be required to trade with other cross-trained, dual status employees of same rank and classification, with

exceptions for emergencies at the reasonable discretion of the Bureau Commander or designee.

8. Approval of Traded Tours of Duty will be denied when there is evidence of financial remuneration to either party involved and further, no traded tours will be considered that are requested for the purpose of outside employment of any nature.

## ENTITLEMENT

9. No FS&R employee may exceed a maximum of nine (9) (effective January 1, 2011, twelve (12)) exchanges and/or trades, or combination thereof within each one-half (1/2) calendar year (i.e., January 1st through June 30th and July 1st through December 31st). No EMS employee may exceed a maximum of twelve (12) trades within each one-half (1/2) calendar year (i.e., January 1st through June 30th and July 1st through December 31st). For all exchanges and/or trades payback time is not included within the established time frame and shall be in addition.

10. A maximum of three (3) (effective January 1, 2011, four (4)) consecutive trades, exchanges, or payback days to a maximum of fifteen (15) (effective January 1, 2011, twenty (20)) calendar days without a scheduled work day in between will be allowed to an employee. (A Daley Day is not a scheduled work day.)

Furloughs may be extended before and/or after to a maximum of twenty nine (29) (effective January 1, 2011, thirty-five (35)) calendar



days including the furlough by trades, exchanges, or payback days with the permission of the District Chief or the Deputy Chief Paramedic which permission shall not be denied without good reason.

## QUALIFICATIONS

11. Requests for exchanges, trades, and payback days must be submitted a minimum of two working days in advance of the date requested. In case of emergency, the Deputy District Chief or the Deputy Chief Paramedic will be authorized to waive this provision. Requests may be disapproved only for the reasons set forth herein.

12. All exchanges and trades must be reconciled by the parties involved in the exchange or trade prior to promotions, reassignments, retirements, etc. ALL payback days must be completed within four months of the FIRST exchange or trade. Paybacks may be either before or after the exchange or trade. Paybacks within a Bureau may be City-wide within three (3) months after the effective date of a transfer. The Department will assume no responsibility for time lost in exchange of Daley Day or trades of duty tours.

## PROCEDURES

13. The requesting employee will prepare a CFD Form 11.107 (Rev. 6/85) and submit it to the Deputy District Chief or the Deputy Chief Paramedic through the chain of command.

When requesting a payback day the requesting member will prepare a CFD Form 11.108 (Request for Pay Back) (Rev. 6/85) and submit it to the Deputy District Chief or the Deputy Chief Paramedic through the chain of command.

14. Upon approval/disapproval by the Deputy District Chief or the Deputy Chief Paramedic, a copy will be returned to the Battalion Chief, Company Officer and requesting employee.

15. On the day of the Exchange of Daley Day, traded tour of duty, or payback, the proper entries will be made in the Company Journal and Attendance and Assignment Record.

16. Approved exchange of Daley Days, traded tours of duty or payback time, that are prevented from being consummated because of some unforeseen event, will be addressed in the following manner:

a. The Employer, in an effort to cover any and all unforeseen events that may result in shortages of manpower relative to exchanges, trades or payback time, will provide an employee either by detail or hire-back in order to maintain orderly scheduling.

b. After the Employer determines which employee owes the duty time, the Employer shall request payment of this time within four (4) months of the exchange, trade or payback. Time owed and not paid back to the Employer within the four (4) month period may at the Employer's discretion, result in

the docking of time owed. Local No. 2 will be advised of any contemplated docking.

c. It is expressly understood, however, that the Employer can request payment of the time owed in order to accomplish orderly scheduling of manpower and the emergency needs of the Fire Department. In addition, payment of this time will be accomplished irrespective of the District's Seniority Overtime Assignment List.

## RESPONSIBILITY

17. It will be the responsibility of:

a. the employee, when granted a Daley Day exchange, traded tour of duty or payback day, to ensure that the member scheduled to work is notified of the particular request being approved/disapproved.

b. the immediate supervisor of employees who have requested a Daley Day exchange, traded tour of duty, or payback day, to document in their Company Journal the approval/disapproval of said request when received from District/Division headquarters.

c. the immediate supervisor on the day of the exchange of Daley Day, traded tour of duty, or payback day, to make the proper entries of same in the Company Journal as well as the Attendance and Assignment record.

d. District Chiefs/Deputy Chief Paramedics and division directors to keep an accurate accounting of each employee's number of Daley Day exchanges and traded tour of duty or combination thereof under their command.

### Section 7.7 - Educational Leaves

A. Employees may be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other

functions of a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability. Approval of such requests for leave shall not be unreasonably withheld.

B. Employees who are required while off duty to attend State of Illinois EMS-related licensure training programs and examinations, shall be compensated in a one-time annual payment prior to August 1st at time-and one-half their straight-time hourly rate of pay for the number of off-duty hours of those total hours required that year for licensure by the State of Illinois.

C. To satisfy the requirement that EMT-B licensed employees train on ambulance companies under the direction of EMT-P personnel for twenty-four (24) hours in each calendar year for purpose of licensing, EMT-B employees may be detailed while on duty to an ALS ambulance for a twenty-four (24) hour period in each calendar year.

#### **Section 7.8 - Educational Reimbursement**

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

A. To be eligible for reimbursement:

1. Each course taken must be job-related or necessary for a degree.
2. Proof of acceptance for a degree program must be presented upon request.
3. Each course taken must grant college level credit.

4. Each course must be taken through an accredited college or university, including but not limited to on-line courses of study taken on-line, or EMT training facility within the State of Illinois.

B. Employees 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 other grades classified by the school as passing 75%

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

E. The amount an employee receives in financial aid, including, but not limited to, grants and scholarships for courses will be deducted from the cost of those courses before determining the amount of tuition to be reimbursed by the City.

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

G. Reimbursement will be granted when an employee is required by the Fire Commissioner to attend an educational or training program.

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

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

I. The City shall obtain a tuition waiver and college credit program in partnership with the City College program, which shall include training for EMT-B licensing and for EMT-P licensing, or provide full tuition reimbursement without being subject to the conditions of subparagraphs A through H.

## Section 7.9 - Jury Duty - Subpoena

A. An employee who serves on a jury or is subject to a proper subpoena on a duty day (except if the employee is a party to non-work related litigation or as provided in Article 10.5) shall be granted a leave of absence with pay subject to the requirements and restrictions set forth below.

The Employer may require documentation of attendance and the employee must deposit his/her jury duty pay or witness fees with the City Comptroller for those days that the employee was scheduled to work for the Employer and receives pay for such work. It is further provided that the employee must return to work no later than two hours after dismissal by the Court or dismissal by the party issuing the subpoena.

As soon as an employee learns that he/she will be serving on a jury or required to appear pursuant to a subpoena, the employee shall advise the designated supervisor in writing on a form to be supplied by the Employer.

The Employer shall acknowledge receipt, time stamp at District and return a copy of said form to the employee. The Employer will grant leave with pay for forty (40) hour employees, for platoon employees subpoenaed for work-related litigation where the City or the employee is a party, and for up to twelve (12) platoon employees for jury duty or subpoena for other litigation.

If more than twelve (12) platoon employees on any given duty day are required to appear as set forth above, any additional employees shall be requested to seek a postponement. If a postponement cannot be obtained,



their leave will be without pay. The Employer shall notify platoon employees if the maximum number of platoon employees has been reached on a given day as soon as it is known.

B. Whenever an employee is subject to a proper subpoena to appear in court, or to appear for deposition, for the purpose of testifying about a matter directly related to and arising out of the performance of the employee's official duties, the time spent testifying shall be compensated.

If the employee is required to testify on a non-duty day, the employee shall be paid for the time spent in responding to the subpoena, at one and one-half times the employee's straight-time hourly rate as defined in Section 5.2, but not to exceed eight (8) hours per day.

Any amount received as a witness fee shall be deposited with the City Comptroller. The Department may require documentation of attendance. The employee must notify his or her supervisor of the subpoena in accordance with the provisions of Section 7.9A above.

## ARTICLE VIII. UNPAID LEAVES OF ABSENCE

### Section 8.1 - General

A leave of absence without pay may be granted to an employee for personal reasons by the Fire Commissioner, provided the purpose of the leave is deemed beneficial to the City service (as, for example, an educational purpose relevant to the employee's future in the Department, or for purposes of accepting an elective or appointive office).

A leave of absence shall not be granted for the purpose of seeking or accepting any employment with any employer other than the City of Chicago.

An extension of leave shall not be approved unless it is consistent with the administrative procedures of this Article. The granting or extension of an unpaid leave shall not be unreasonably withheld.

#### Section 8.2 - Procedures

All unpaid leaves of absence shall be governed by the following procedures:

A. Leaves must be applied for by the employee seeking the leave on forms prescribed by the Fire Commissioner. Before the leave begins it must be approved by the Fire Commissioner or designee.

B. Leaves of absence shall not be sought or granted for a period exceeding one (1) year. All leaves of absence shall be granted for a specified period of time and with a specified termination date; provided, however, that an employee on such leave, with approval of the Fire Commissioner, may terminate such leave and return to work prior to the specified termination date. Approval of the Fire Commissioner shall not be unreasonably withheld or denied.

C. The Fire Department Director of Personnel shall be responsible for giving both the employee and the Fire Commissioner timely notification of an upcoming expiration of a leave of absence. The Fire Department Director of Personnel shall so notify the employee by registered mail with return receipt

requested. Said notice shall advise the employee that his or her resignation will be effective within thirty (30) days of receipt of said notice. The employee shall then be responsible for notifying the Fire Department Director of Personnel of his or her intention to return to work.

D. The employee shall be responsible for making application for any extension of a leave of absence. Such application shall be made to the Fire Department Director of Personnel on appropriate forms prior to the expiration of a leave.

An extension of leave shall not be approved unless it is consistent with the purposes of this Article. Any such extension must be approved by both the Fire Department Director of Personnel and the Fire Commissioner, which approval shall not be unreasonably withheld or denied.

E. If an employee fails to return to work upon expiration of his/ her leave of absence, without making application for extension, it shall be considered that the employee resigned effective as of the last day of the authorized leave of absence.

F. A leave of absence may be cancelled by the Fire Commissioner upon evidence that the cause for its original authorization was fraudulent or has as a matter of fact ceased to exist.

G. When a leave has been granted properly, and when the employee is prepared to return to work in conformance with the terms and conditions of this Article, the following shall apply:

1. An employee returning from a leave of three (3) months or less shall be fully restored to his or her position.

2. An employee returning from a leave of more than three (3) months shall be fully restored to his or her position, if available, or, if not available, the employee shall be restored to a position of equal rank.

H. Any employee who is on a leave of absence from the Fire Department shall not be considered in the certification and appointment from promotional eligible lists.

### Section 8.3 - Family Medical Leave Act

Employees shall be entitled to leave without pay as provided in the Family Medical Leave Act, provided that the employee has the option to elect to use accrued paid leave to which the employee is entitled, and provided that health care benefits shall continue if the employee continues to make his/her health care contributions.

## ARTICLE IX. SENIORITY RIGHTS

### Section 9.1 - Seniority

A. Seniority is defined as an employee's length of continuous service since his last date of hire. If more than one person is hired on the same day they

shall be placed on the seniority list according to their rank on the eligibility list.

B. New employees will serve a probationary period of nine (9) months of employment. Any inactive status during the probationary period shall not count toward completion of the probationary period, except that duty-related medical leave of a total of ten (10) working days or less shall not extend the probationary period.

Any probationary employee may be discharged during the probationary period upon written notice (or verbal notice confirmed in writing) to the employee. A copy of the notice showing the effective date of the termination shall be provided to the Union.

Terminations of probationary employees shall not be subject to the grievance procedure; however, upon the Union's request made within ten (10) days of notice of discharge to the employee and the Union, the employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the Department at a meeting between the Department and the Union; but any action taken by the Department shall be final and shall not be subject to the grievance procedure.

The seniority of the employee retained beyond the probationary period shall date back to his/her date of hire.

It is further provided that for an additional three (3) months of employment beyond the probationary period any new employee may be tested for substance abuse and if the test results are positive the employee may be

terminated and such termination shall not be subject to the grievance procedure.

C. An employee's continuous service and the employment relationship shall be terminated when an employee:

1. Resigns or quits with the following exceptions:

a. An employee who resigned and was reinstated prior to March 8, 1980 shall retain the seniority date listed on the 1982 seniority list provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement Agreement of February 1, 1983.

b. An employee who resigned in the past and was not reinstated until March 8, 1980 or later, or who resigns in the future, shall have his seniority based on his/her last date of hire, which shall be the day of his return to service, unless he/she requests or requested reinstatement on or before thirty (30) days after the effective date of his/her resignation and such request is or was ultimately granted, in which case he/she shall continue to use the seniority date in effect prior to his/her resignation provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement Agreement of February 1, 1983.

2. Is discharged for just cause;

3. Retires or is retired;

4. Is absent for three (3) consecutive days (workdays) without notifying the Employer's authorized representative;

5. Is laid off and fails to report for work within ten (10) calendar days after mailing by certified mail a notification of recall to the employee's last known address as shown on the City's personnel records. A copy of recall notification shall be sent to the Union. If the Union within six (6) working days of the mailing date provides the Employer with a corrected address, the Employer will send a second recall notice, and an additional five (5) days notice shall be allowed;

6. Does not report to work after the termination of an authorized leave of absence, pursuant to Articles VII and VIII.

D. A suspension shall not affect an employee's length of continuous service.

E. An employee granted an unpaid leave of absence of thirty (30) days or less shall not incur a break in continuous service for such leave.

F. An employee granted an unpaid leave of absence in excess of thirty (30) days shall not incur a break in continuous service if such leave is taken for the good of the Department, including, but not limited to, leave for educational and/or professional reasons.

G. If an employee takes a leave of absence which is not for educational or professional reasons or other reasons for the good of the Fire Department,

and such leave extends beyond thirty (30) days, the employee's seniority date will be adjusted by the length of the leave in excess of thirty (30) days.

H. Any employee who returns to active duty after a period during which he received duty, occupational and/or ordinary disability benefits shall have his/her seniority continued to be based on his/her last date of hire without adjustment.

I. On or before April 1st and October 1st of each year the Employer will post on employee bulletin boards a current seniority list showing the departmental seniority and classification seniority of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Department Director of Personnel, in writing, within ten (10) calendar days after the list is posted. Any disputed seniority dates not able to be adjusted satisfactorily will be subject to Article X.

## Section 9.2 - Overtime Distribution

### A. Platoon Employees

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed in strict sequential order to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an Overtime Distribution List in each



district, bureau, EMS division or in an agreed-upon specialized unit on each shift; by Daley Day or middle off-shift day for EMS personnel. (These lists originally were established on the basis of seniority.)

Such lists shall show the employee seniority number, Company, Platoon, Daley Day, or middle off-shift day for EMS Personnel and special Fire Department certification(s), and the last date the employee worked or refused overtime or was unavailable for overtime and the reason for such unavailability. Employees assigned to a new or different Overtime Distribution List after the overtime list has been established shall be inserted into the list according to the last date the employee worked or refused overtime. In case of any questions regarding insertion according to the above, such shall be discussed between the Business Agent or his designee and the designated Employer representative in attempting resolution.

An employee shall move to the bottom of the overtime lists of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

In the event that an employee refuses overtime strictly on the basis of the fact that he or she is scheduled for military training or scheduled to attend a Department-sponsored EMS Continuing Medical Education ("CME") class on the date that he or she would be scheduled to work overtime, that employee shall retain his or her position on the overtime list of the respective rank or classification. Employees must provide proof of attendance at military

training or proof of attendance at the CME class in question upon request, or lose their position on the overtime list.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed for positions on Squads, the Hazardous Material Unit, Airport Certified Drivers, ARFF Certified Red Stripe Personnel, or other agreed-upon specialized units. In case specialized personnel are needed for such units, the Employer shall go down the Overtime Distribution List until reaching the first person certified for the specialty required and offer the overtime. Employees with such specialty certification(s) shall be asterisked on the list. If that person refuses, the overtime assignment shall be offered to the next certified employee on the list. If that person refuses, the overtime assignment shall be offered to the next certified employee on the list. Such employees shall move to the bottom of the list of the respective rank or classification upon refusing or working the overtime offered; provided, however, that the certified employee on the bottom of the overtime list shall be required to accept the overtime assignment when all other employees have refused.

Overtime distribution on ALS Fire Companies shall be by strict sequential order by District(s) irrespective of EMT specialized qualification; except, after detailing and double detailing, when there is no other way to maintain the ALS Fire Company in service with the required EMT positions, then employees may be rehired who have such specialty certification which shall be asterisked on the Overtime Distribution List.

It is further provided:

1. If any District cannot fill its manpower needs from its Overtime Distribution List, then such needs shall be filled from the overtime list from the next District in numerical sequence and if insufficient personnel are available in such District, then from the next District in numerical sequence (e.g., District 6 to District 7 to District 1) until sufficient personnel are acquired.

2. In the event, however, there are insufficient employees obtained, as above provided, to fill manpower needs, then platoon employees from the shift following the shift where the overtime is needed shall be called for overtime from the Overtime Distribution List upon which their names appear, utilizing the same procedures as above, and if there are insufficient employees obtained from that following shift, then platoon employees from the shift preceding the shift where the overtime is needed shall be called for overtime from the Overtime Distribution List upon which their names appear, utilizing the same procedures as above. No employee, however, shall be required to work with less than twenty-four (24) hours off between platoon shifts, except pursuant to Section 5.6; and further, if there are insufficient employees available for overtime rehire pursuant to the foregoing procedures in this Section, then the holdover provision, Section 5.6, shall be invoked up to a maximum of twenty-four (24) hours, irrespective of the four (4) hour maximum limitation set forth in Section 5.6.

It is provided, however, when an employee is mandatorily rehired as provided above and has pending obligations, (for example, documented travel plans, tickets, confirmed reservations, or an

emergency), the employee will be excused from the rehire, providing the City can rehire another employee using the above agreed-upon procedures. If the City succeeds in finding another employee, the employee that was originally mandatorily rehired will be excused, but will go to the bottom of the Overtime Distribution List. Excusing the employee from mandatory rehire will be at the reasonable discretion of the District Chief or his designee or the Deputy Chief Paramedic or his designee.

For EMS platoon employees, in the event there are insufficient employees available for overtime rehire, after following the procedures through subparagraph 1 above, then the holdover provision, Section 5.6, shall be invoked up to a maximum of twenty-four (24) hours, irrespective of the four (4) hour maximum limitation set forth in Section 5.6.

3. If any overtime distribution does not consist of at least twelve (12) consecutive hours, the employee receiving such overtime shall not lose his/her position on the overtime list.

4. No employee shall be on more than one overtime list.

5. Overtime Distribution Lists shall be continuously updated and current and be made available to Union Business Agents upon reasonable request, but not later than three (3) business days.

#### B. Forty (40) Hour Employees

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed in strict sequential order to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an Overtime Distribution List in each Bureau, District or Division on each shift. (These lists originally were established on the basis of seniority.)

Such lists shall show the employees seniority number, District or Division, and special Fire Department certification(s), and the last date the employee worked or refused overtime or was unavailable for overtime and the reason for such unavailability. Employees assigned to a new or different Overtime Distribution List after the overtime list has been established shall be inserted into the list according to the last date the employee worked or refused overtime. In case of any questions regarding insertion according to the above, such shall be discussed between the Business Agent or his designee and the designated Employer representative in attempting resolution.

An employee shall move to the bottom of the overtime lists of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

In the event that an employee refuses overtime strictly on the basis of the fact that he or she is scheduled for military training or scheduled to attend a Department-sponsored EMS Continuing Medical Education ("CME") class on

the date the employee would be scheduled to work overtime, that employee shall retain his or her position on the overtime list of the respective rank or classification. Employees must provide proof of attendance at military training and proof of attendance at the CME class in question upon request, or lose their position on the overtime list.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed to perform the duties of Public Education Specialist, Pump Test Operator, and Gas Leak ~~Inspector, or other agreed-upon specialized positions.~~ In case specialized personnel are needed for such duties, the Employer shall go down the overtime list until reaching the first person certified for the specialty required and offer the overtime. Employees with such specialty certification(s) shall be asterisked on the list.

It is further provided:

1. No employee shall be on more than one Overtime Distribution List.
2. Overtime Distribution Lists shall be continuously updated and current and be made available to Union Business Agents upon reasonable requests, but not later than three (3) business days.

C. Remedy for Pass Over (McVady - Donohue Arbitration Awards)

If an employee is passed over for the employee's rightful turn for overtime, the employee shall be paid the amount the employee would have earned if the employee had worked the overtime, and the employee shall not have

his/her position on the Overtime Distribution List altered by reason of the payment.

#### D. Relieving Employees from Rehire Assignments

The following is agreed-upon procedure regarding relieving employees from overtime distribution rehire assignments.

1. It is recognized that the Department may continue to relieve employees from overtime rehire assignments or detail them to other overtime rehire assignments when, because of the return to duty of employees from lay-up or otherwise, there are an excess of employees on rehire. This procedure and its implementation shall not in any way detract from or invalidate minimum manning requirements.
2. It is provided that the Department shall implement a procedure to exercise its best reasonable efforts that when employees are to be relieved of overtime rehire assignments, employees are to be relieved in the reverse order in which they were rehired from the overtime distributions list(s), in the District, except that employees rehired from outside the District shall first be relieved from overtime assignments in the District.
3. It is further provided that employees so relieved from rehire shall, upon arrival of their replacement, be permitted by their Company Officer to leave without loss of minimum recall pay, unless there is another overtime situation in the District to which the rehire may be assigned at that time. In case there is any question as to who

should be relieved, the matter shall be discussed between the Business Agent or his designee and the designated Employer representative.

### Section 9.3 - Vacancies and Promotions

#### A. Vacancies

Promotional vacancies within the bargaining unit created as a result of death, resignation, retirement and discharge for just cause, and which the Employer must fill to maintain the minimum manning agreed to in this Agreement, shall be filled within forty-five (45) days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from established lists resulting from job related examinations given to the employees in the classification immediately below the vacancy. Permanent assignments to vacant promotional positions shall be in accordance with the provisions of Article XVI, Section 16.7.

#### B. Promotional Eligibility Lists

1. No employee shall be eligible to take a promotional examination until the employee has completed the probationary period. The ranking of employees on promotional lists shall be based upon the employee's ascertained merit which shall be determined by promotional examinations consisting of the following three (3) criteria: written, seniority and oral/proficiency (hereafter referred to as the "administered examination"). Promotions shall be made on the basis of the administered examination; and effective for administered



examinations given after January 1, 1997, promotions may also be made pursuant to a performance selection process as set forth in subparagraph 4.

The weights to be accorded the criteria of the administered examination shall be consistent with the requirements of federal law, and are subject to review by the Justice Department. The City will announce the weights of the criteria of the administered examination at the time the Department of Personnel officially announces the examination.

Effective for administered examinations given after January 1, 2003, the total weight assigned to the written criteria shall be no less than twenty-five percent (25%); the total weight assigned to the oral/proficiency criteria shall be no less than twenty-five percent (25%); and the total weight assigned to the seniority criteria shall be no less than thirty percent (30%) of the final score of the administered examination.

Full mark for seniority shall be given, as follows:

- a. for promotion to Engineer or to Lieutenant - ninety-six (96) or more months;
- b. for promotion to Captain - one hundred forty-four (144) or more months;
- c. for promotion to Battalion Chief - two hundred four (204) or more months.

Lesser amounts of seniority shall receive a pro-rata mark; for example:

A firefighter with ninety-six (96) or more months of seniority would receive 100% of the seniority criteria specified for promotion to engineer or lieutenant while a firefighter with forty-eight (48) months seniority would receive one-half (1/2) of the specified seniority criteria (accordingly, if the specified seniority criteria is thirty percent (30%), the firefighter with ninety-six (96) or more months of seniority would receive the full mark, while a firefighter with forty-eight (48) months would receive one-half (1/2) of the thirty percent (30%) seniority criteria, or fifteen percent (15%)). The seniority mark shall be determined as of the date of the examination announcement.

Additional credit shall be given to candidates who have at the time of the administered examination the following degrees or licensures:

a. For promotion to Lieutenant and/or Captain.

Any candidate who has an Associate's or Bachelor's degree in fire science or who has an EMT-B or EMT-P license and is being compensated as a result of such licensure will receive the full amount of credit;

b. For promotion to Battalion Chief.

Any candidate who has an Associate's degree in fire science or a Bachelor's degree will receive the full amount of credit.

The amount of credit to be given for these degrees and licensures shall be described in the examination announcement. In no event shall a candidate with the required degree be eligible for anything less than full credit.

2. Promotional vacancies shall be filled by the Commissioner from eligible employees certified from the applicable promotional eligibility list. After each promotional examination, the City shall develop an eligibility list based upon employees eligible for promotion based on their performance on the administered examination. No less than thirty (30) days prior to any promotions, the City shall provide to the Union a copy of the promotional eligibility list. Such list shall reflect each employee's full name, seniority number, race, gender, total score and rank on the list. Vacancies will customarily be filled by employees in the order of their ranking on the eligibility list.

Employees who are passed over on an eligibility list strictly by operation of the preceding paragraph and who otherwise would have been promoted had promotions been made in rank order from the eligibility list shall have his or her name inserted at the top of the new eligibility list in rank order as it appeared on the previous eligibility list for the same promoted position, and shall be promoted from the new eligibility list to vacancies which will customarily be filled by employees in the order of their ranking on the eligibility list.

It is provided, however, that irrespective of an employee's ranking on the eligibility list, an employee eligible for promotion to a vacancy in the position of Captain or Battalion Chief shall be passed over on the eligibility list and

not be promoted if the employee has not completed at least thirty (30) months in the classification immediately below the vacancy, and no employee may be promoted to the position of engineer or lieutenant, and shall be passed over on the eligibility list, without fifty-four (54) months in the classification of firefighter and/or engineer.

An employee certified for promotion to a vacancy may be passed over for any vacancy on an order subject to the following conditions:

- a. No employee may be passed over on more than two (2) orders, unless the employee does not meet the time in grade requirements outlined above.
- b. No employee shall be promoted from a new promotional eligibility list until all employees who may have been passed over on a previous promotional order have been promoted, unless the employee does not meet the time in grade requirements.
- c. An employee may be passed over on an order only for the following reasons:
  - (i) At the time the vacancy occurs the employee is on an injury leave of six (6) months or more for a non-duty-related injury; provided, however, that upon the employee's return to duty from such leave he/she shall be promoted on the next order.

(ii) A major disciplinary infraction (i.e. charges resulting in a suspension of fifteen (15) days or more); provided, however, that if such disciplinary infraction is not sustained, the employee shall be promoted on the next order. No disciplinary infraction may be used for more than one order as a reason to pass over an employee on a promotional order.

(iii) In order to comply with any injunctive or final and unappealable order of a court, administrative agency, administrative law judge, hearing officer or arbitrator.

The Employer shall specify the specific reason in the event that it decides to pass over an employee on an order.

3. Each applicant for promotion shall be given a copy of his/her answer sheet following the conclusion of the written examination, prior to the candidate's departure from the exam site. Each applicant will be allowed to challenge test questions on the written examination in writing. During the announced challenge period, the applicant will be allowed to review the written examination for that purpose. A copy of the correct answer key for the written examination shall be provided by the City to the Union after the promotional eligibility list has been finalized and approved by the Department of Justice. Upon request, the candidate shall thereafter have the right to receive a copy of the written examination. The City shall provide the Technical Report of a promotional examination to the Union within thirty (30) days of a promotion made from the eligibility list created as a result of such examination.

#### 4. Performance Selection Process

a. Up to sixteen percent (16%) of the promotions to the rank of Lieutenant, up to sixteen percent (16%) of the promotions to the rank of Captain, and up to sixteen percent (16%) of the promotions to the rank of Battalion Chief on each promotional order may be made by the Fire Commissioner on the basis of performance. The following criteria must be met by any applicant prior to being eligible for performance promotion:

(i) passing the appropriate administered examination with a grade of seventy (70) or better;

(ii) meeting the following time in rank requirements at the time of the promotion:

(a) One hundred twenty (120) months in the classification of Firefighter and/or Engineer for promotion to the position of Lieutenant;

(b) Seventy-two (72) months in the classification of Lieutenant for promotion to the position of Captain;

(c) Seventy-two (72) months in the classification of Captain for promotion to the position of Battalion Chief.

b. Battalion Chiefs may nominate candidates for consideration for Performance Selection Process for each rank of Lieutenant, Captain

and Battalion Chief. In addition, Exempt rank personnel in the positions of Deputy District Chief, District Chief and Bureau Heads may nominate candidates for consideration in the Performance Selection Process to the promotional ranks of Lieutenant, Captain and Battalion Chief as directed by the Fire Commissioner. Nominations shall be made after the promotional administered examination is announced but before the examination is held. All nominations shall be forwarded to the Performance Selection Board, which will consist of the First Deputy Fire Commissioner, the Deputy Commissioners, and the Director of Personnel. The City shall provide the Union with a list of nominees before the written portion of the administered examination.

c. The Performance Selection Board will consider the nominations, taking into account each candidate's performance, awards and commendations, leadership ability, specialized training, relevant education and experience, attendance file, disciplinary file, and any other information deemed relevant to determine whether to recommend the candidate to the Commissioner.

d. The Performance Selection Board will submit its recommendations to the Fire Commissioner for consideration. The City shall provide the Union with the Board's recommendations to the Fire Commissioner before any promotional order is issued. The Fire Commissioner shall make performance selection promotions from recommendations. The list of Nominees shall be void upon removal of the eligibility list.

e. Only candidates nominated as per subparagraph b above may be recommended by the Performance Selection Board to the Fire Commissioner, and only candidates recommended by the Performance Selection Board may be considered by the Commissioner in determining performance selection promotions.

f. The City will apprise the Union, in writing, of the identity of the personnel, if any, who receive performance selection promotions at the time of such promotions.

g. Provided that the provisions set forth in subparagraphs 4.a through f are followed, the Fire Commissioner's performance selection decision shall be final and not subject to the grievance procedure.

5. The City may charge an appropriate fee for all promotional examinations not to exceed the charge established by City Council Ordinance, which fee shall not exceed \$75.00.

6. In the event that any court of competent jurisdiction enjoins the City from making promotions pursuant to this Agreement, or issues a final and unappealable order that promotions be made in a manner inconsistent with the provisions of this Agreement, compliance with that order shall not be deemed a violation of this Agreement. In the event the City is unable to make further promotions without violating any such order, the City and Local 2 shall negotiate a resolution that permits promotions consistent with such order.

### C. EMS Positions



1. Career positions within Emergency Medical Services (EMS) shall be:

- a. EMS Field Chief
- b. Ambulance Commander
- c. Paramedic-in-Charge (P.I.C.)
- d. Paramedic

2. Notwithstanding Sections 9.3A and 9.3B, promotions for EMS employees shall come from lists as they may from time to time be established, provided that no employee may be promoted until completion of at least eighteen (18) months in the classification immediately below the vacancy, and for promotion to the position of Field Chief and Ambulance Commander thirty (30) months in the classification immediately below the vacancy. No list shall be used for more than eight (8) years.

3. a. Field Chiefs shall be paid at the F6 pay rate, Paramedic-in-Charge (P.I.C) at the F3A pay rate, and Ambulance Commander at the F5 pay rate. There shall be appointed one (1) Ambulance Commander for each Ambulance Company. After the initial appointment of Ambulance Commanders, transfer vacancies in ~~and promotions to the~~ Ambulance Commander position shall be filled pursuant to Section 16.7C. Promotions to the position of Ambulance Commander shall be made to employees in the position of P.I.C., on the basis of seniority. ~~Effective January 1, 2007,~~ Promotions to the position of Ambulance Commander shall be filled pursuant to 9.3.C.2. above.

b. Ambulance Commanders and P.I.C.'s shall be on the same Overtime Distribution List.

4. Promotions to the position of Field Chief shall be made to employees in the position of Ambulance Commander.

#### **Section 9.4 - Layoff and Recall**

In the event it becomes necessary to layoff employees, for any reason, employees shall be laid off in inverse order of their seniority. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status, desiring to return to work, have been recalled.

### **ARTICLE X. GRIEVANCE PROCEDURE**

#### **Section 10.1 - Definition**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

#### **Section 10.2 - Procedure, Steps and Time Limits**

Step I. - The employee, with or without the Steward (or the Steward alone in the case of a Union Grievance), shall take up the grievance or dispute in writing or orally with the Employer's authorized representative within ten (10) business days of its occurrence, or if later, the date on which either the employee or his/her Union Steward knew or reasonably should have known of its occurrence. The

Employer's authorized representative shall then attempt to adjust the matter and shall respond in writing or orally to the Steward within five (5) business days.

Step II - If the grievance is not settled in Step I and the Union with or without the employee wishes to appeal the grievance in Step II of the grievance procedure, it shall be referred in writing to the Fire Commissioner or his/her designated representative within five (5) working days after the receipt of the Employer's answer in Step I. The written grievance shall be signed and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the requested remedy.

The Fire Commissioner or his/her designated representative shall discuss the grievance within ten (10) working days of receipt of the notice of appeal with the employee and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Commissioner or his/her designated representative shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

Step III - If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Commissioner is due, either party may, by written notice to the other party, invoke arbitration.

### Section 10.3 - Arbitration

A. Within ten (10) working days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial Arbitrator by mutual agreement, preferably from a previously agreed to list.

B. If after ten (10) working days the parties are unable to mutually agree upon selection of an Arbitrator, the party invoking arbitration shall request the services of the American Arbitration Association (AAA), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services (FMCS), as described herein. The party invoking arbitration shall request that AAA submit simultaneously to both parties an identical list of seven (7) names of persons chosen from the labor panel. Each party shall thereafter cross off any names objected to, number the remaining names indicating the order of preference, and return the list to AAA. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the Arbitrator to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall submit a second and, if necessary, third list. Thereafter, the AAA shall have the power to make the appointment from other members of the panel without the submission of any additional lists. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same Arbitrator.

If the parties mutually agree to utilize the services of FMCS, the parties will contact the Federal Mediation and Conciliation Service (FMCS) and request a panel of eight (8) arbitrators. Upon receipt of the panel, either party may strike the first panel and request a second panel of eight (8) arbitrators. No subsequent panel may be requested except with the mutual written agreement of the Employer and the Union. Upon receipt of the panel, the parties will alternately strike names, with the party striking first to be

determined by coin toss, until one (1) arbitrator remains, who shall then be notified of his selection.

#### C. Expedited Arbitration

Within the ten (10) day period referred to in Section 10.3(A) the Employer and the Union may by mutual agreement elect to utilize an expedited arbitration process in lieu of the arbitration process set forth in Section 10.3(B). Within seven (7) working days after such agreement for expedited arbitration, the parties shall meet or otherwise attempt to select an impartial Arbitrator preferably from a previously agreed to list. If the parties cannot mutually agree on the selection of an Arbitrator, the parties shall request the services of the American Arbitration Association as described in Section 10.3(B), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services as described in Section 10.3(B).

#### Section 10.4 - Authority of the Arbitrator

The Arbitrator shall have no right to amend, modify, nullify, ignore, 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 of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. Subject to the Arbitrator's compliance with provisions of this Section, the decision of

the Arbitrator shall be final and binding. It is further provided that the Arbitrator has the express authority to award interest on back pay remedies and other monetary remedies at rates determined to be appropriate by the Arbitrator.

#### **Section 10.5 - Expenses of Arbitration**

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 fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed-upon between the parties.

#### **Section 10.6 - Processing and Time Limits**

Grievances may be investigated and processed during working hours by Union Stewards, representatives, and grievance committees, provided such activities do not interfere with the operations of the Fire Department.

A grievance not filed or appealed within the established time limits shall be deemed waived. If the Employer fails to reply within the established time limits then, at the Union's option, it may automatically advance to the next step.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and Holidays.

#### **Section 10.7 - Processing Grievances**

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the employees selected as Stewards, and other Union representatives who may represent employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union.

Any Union representative whose participation in grievance meetings, held pursuant to the provisions of the Article, is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

#### **Section 10.8 - Meetings Between the Parties**

Upon request of either party, the Union President or designee and the Fire Commissioner or designee shall meet every three (3) months at a mutually agreeable time and place to exchange views and discuss matters of mutual concern that do not involve negotiations and that do not constitute the processing of a pending grievance.

#### **Section 10.9 - Medical Grievances**

~~Effective sixty (60) days after the ratification of this Agreement,~~ Grievances concerning medical issues shall follow the procedure below. Medical issues are defined as grievances involving medical issues, including but not limited to the

nonpayment of duty-related hospital or medical bills; removal of an employee from duty for medical reasons; refusal to return an employee to duty from medical rolls; classification of any injury as non-duty-related and the Benefits Management Office's denial of payment of medical and hospital bills of an employee or his or her covered dependent under the City of Chicago Medical Care Plan for Employees.

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 Bureau of Employee Relations within ten (10) business days following the events or circumstances giving rise to the grievance or, if later, the date on which either the employee or his Union Steward knew or reasonably should have known of the events or circumstances giving rise to the grievance.

If the determination at Step One is not satisfactory, the Union may by written request made within fifteen (15) business days of the Step One response, or the expiration of the period for the said response submit the matter for mediation.

Step Two: Mediation of Medical Grievances. At mediation, representatives of the Union, the Fire Department, the Benefits Management Office and the Finance Committee of the City Council, shall participate, as needed. Any settlement reached in the mediation proceedings shall be binding upon the parties. Medical mediation sessions shall occur every sixty (60) days. The parties shall split evenly the cost of the Mediator's fees and expenses.

The grievant shall be provided with the relevant medical records within the possession of the Medical Section of the Personnel Division, the Committee on Finance, Benefits Management Office and Bureau of Employee Relations. A



release shall be required for production of medical records. The relevant medical records shall include the determination by the Medical Section of the Personnel Division of the grievant's status and the response to the grievance. The above records shall be submitted to the Union by the Department within forty-five (45) days of the Department's receipt of the Union's release and mediation agenda, setting forth the grievant's name. Relevant records from the Medical Section of the Personnel Division, the Committee on Finance, the Benefits Management Office and Bureau of Employee Relations shall be provided as stated above and throughout the grievance process until the grievance is fully resolved.

Relevant documents to be produced by the Benefits Management Office in mediation are limited to medical records, claim forms, medical bills, explanation of benefits, and recommendation to and decision of the Benefits Committee regarding the claim. This definition of relevant records to be produced by the Benefits Management Office does not preclude the Union 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, the Union 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. If they fail to agree, a list of seven neutrals who are members of the National Academy of Arbitrators and who have offices within the Chicago Metropolitan Area shall be requested from the American Arbitration Association (AAA), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services (FMCS). Within five (5) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and the

Union shall alternately strike names from the list with the party striking first to be determined by coin toss. The remaining person shall be the Arbitrator.

#### ARTICLE XI. NO STRIKE AND NO LOCKOUT

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement. Any or all employees who violate this clause shall be subject to immediate discharge.

## ARTICLE XII. SAFETY, HEALTH & WELFARE

### Section 12.1 - Hospitalization and Medical Coverage, Dental, Optical, Life Insurance Programs

A. The Employer's medical, dental, prescription drug, life insurance and vision plans for eligible employees and eligible dependents are incorporated by reference into this Agreement. The definition of eligible employees and eligible dependents is set forth in each respective program or plan. Eligible dependents under these plans are the employee's spouse and those dependents who are unmarried and less than twenty-five (25) (effective 10/1/2010, twenty-six (26)) years of age regardless of an employee's date of hire. Effective 1/1/2011, children until age 26 are covered, married or unmarried, and even if not a dependent. Contributions for coverage are set forth in Section 12.1G.

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

C. Employees who retire on or after ratification of this Agreement, pursuant to the pension statute, but before attainment of age sixty (60), and their eligible dependents, shall be covered under the PPO hospitalization and medical program in effect for annuitants until they reach the age of full Medicare eligibility and become eligible for Medicare under federal law, provided they pay the contributions otherwise applicable to annuitants. After reaching the age of full Medicare eligibility, and becoming Medicare eligible, they shall be covered under the medical program for annuitants eligible for Medicare provided they pay the applicable contributions.

D. Pending the final determination of benefits by the Board or Trustees of the Firemen's Annuity and Benefit Fund, employees who apply for duty, ordinary, or occupational disability benefits will be required to contribute the same amount as active employees for health care benefits; and the Employer will continue to provide the same health care benefits as for active employees.

Employees who receive duty or occupational disability benefits will continue to receive those benefits at no cost, pursuant to paragraph (B) above, without any refund of their previous contributions. Employees who are awarded ordinary disability benefits will be required to contribute at the Public Health Services Act (PHSA) rate reduced by the administrative fee of

two percent (2%) as of the first day of the month following the Fund's final determination of the employee's claim.

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

E. The City will amend its Section 125 plan to implement a Flexible Spending Account (FSA), which will permit employees to fund, on a pre-tax basis, an individual account that the employee may use to pay for qualified unreimbursed medical expenses, as provided under Section 213 of the Internal Revenue Code.

- Subject to IRS regulations, the FSA 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, over-the-counter drugs and other unreimbursed medical expenses.
- Participation is voluntary and participants may contribute up to \$5,000 annually on a pre-tax basis, which will be deducted pro-rata each payroll period.
- Employees may enroll in the FSA or change the amount of their election 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.

- Any amount that remains in the participant's account at the end of the year will be forfeited.

~~Effective upon ratification,~~ The City agrees to make available to employees covered under this Agreement, pursuant to an FSA, the same Dependent Care Benefit as provided to other City employees who participate in the LMCC, under the same terms and conditions.

F. The City-paid life insurance for all employees covered by this Agreement shall be ~~\$25,000, effective July 1, 2010,~~ \$75,000, and the City-paid A.D. & D. insurance shall be \$5,000. In all other respects, the life insurance program will conform to the provisions and costs of the life insurance coverage accorded to other sworn City employees. A summary of the City Life Insurance Program will be placed in the Agreement as Appendix E.

G. Pre-Tax Contribution

~~1. Employees shall contribute the following pre-tax amounts per pay period, in accordance with their selected level of coverage:~~

<del>Level of Coverage</del>	<del>Percentage of Salary</del>
<del>Single</del>	<del>1.0281%</del>
<del>Single + 1</del>	<del>1.5797%</del>
<del>Family</del>	<del>1.9705%</del>

~~2. For those with an annual salary at or above \$90,000.00, their pre-tax contributions per pay period shall be:~~

Level of Coverage

Single	\$38.60
Single + 1	\$59.30
Family	\$73.95

3. Employees shall contribute the following pre-tax amounts per pay period, in accordance with their selected level of coverage:

Level of Coverage	Percentage of Salary
Single	1.2921% of payroll per pay period
Single + 1	1.9854% of payroll per pay period
Family	2.4765% of payroll per pay period

Contributions at selected salary levels per pay period will be as follows:

ANNUAL SALARY	SINGLE (1.2921%)	SINGLE +1 (1.9854%)	FAMILY (2.4765%)
\$15,000	\$8.08	\$12.41	\$15.48
\$20,000	\$10.77	\$16.55	\$20.64
\$30,000	\$16.15	\$24.82	\$30.96
\$40,000	\$21.54	\$33.09	\$41.28
\$50,000	\$26.92	\$41.36	\$51.59
\$60,000	\$32.30	\$49.64	\$61.91
\$70,000	\$37.69	\$57.91	\$72.23
\$80,000	\$43.07	\$66.18	\$82.55
\$90,000 and Over	\$48.45	\$74.45	\$92.87

H. ~~Prescription Drug Co-Payments~~

~~(1) Retail Drugs~~

~~The following are the co-payments and effective dates for the lesser of a 30-day supply or 100 units of the following prescription drugs:~~

<del>TYPE</del>	<del>Effective January 1, 2003</del>	<del>Effective July 1, 2006</del>
<del>Generic Type 1</del>	<del>\$10</del>	<del>\$10.00</del>
<del>Brand Formulary Tier 2</del>	<del>\$20</del>	<del>\$30.00</del>
<del>Brand Non-Formulary Tier 3</del>	<del>\$10</del>	<del>\$45.00</del>
<del>Brand with Generic Equivalent</del>	<del>\$35</del>	<del>Generic Co-Payment Plus Cost Difference Between Brand and Generic</del>

~~(2) Mail Order Drugs~~

~~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; 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.~~

H. Benefits under the City of Chicago Health and Dental Plans

The Trustees of the Labor-Management Cooperation Committee (LMCC), which include two Trustees from Local 2, have the authority, consistent with the LMCC's Declaration of Trust, and Section 12.1.1 of the Collective Bargaining Agreement, to make changes with respect to covered procedures, deductibles, and co-pays of the City of Chicago Health Care Plan (including prescription drugs) and City of Chicago Dental Plan. Those changes occurred from time-to-time during the term of Local 2's Agreement with the City, and are likely to happen during subsequent Collective Bargaining Agreements with the City.

For 2014 those benefits, including deductibles and co-pays, will follow the 2014 open enrollment materials which can be found online 24 hours/7 days a week, at:

[www.cityofchicagobenefits.org](http://www.cityofchicagobenefits.org)

or

[http://www.cityofchicago/city/en/depts/fin/supp\\_info/open\\_enrollment2013.html](http://www.cityofchicago/city/en/depts/fin/supp_info/open_enrollment2013.html)

or

Toll Free / 8am - 5pm / M-F 1-877-299-5111

Any changes to these plans may be accessed from this website and toll free number.

I. LMCC

(1) Local 2 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, Local 2 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 Local 2's 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 Local 2 shall have at least two (2) Trustees appointed to the Trust. After Local 2 becomes a signatory labor organization to the Trust, Local 2 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. Notwithstanding Local 2's participation in the LMCC created by the Trust, the City and the Union agree to negotiate with respect to health care issues that particularly affect firefighters and/or paramedics and present recommendations to the LMCC regarding such issues.

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

(a) Any changes 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 or coverage offered to bargaining unit members or dependents; or

(b) The lack of achievement of health care cost containment as anticipated by the parties pursuant to the formation and administration of the Chicago Labor Management Cooperation Committee on Health Care pursuant to the Chicago Labor Management Trust ("Trust") on health care, as defined below:

- (i) The parties charge the Trust with the responsibility of approving Plan changes that will result in significant cost containment or savings, as measured by a projected increase of costs for any individual plan of no more than 8% in Fiscal Year 2011 and each fiscal year thereafter when compared to health care costs in Fiscal Year 2010 and in each previous fiscal year thereafter, respectively.
- (ii) Should any Plan changes approved by the Trust fail to result in such cost containment or savings as stated in subsection (i) above, the Trust shall make such adjustments in deductibles, co-pays and co-insurance to prevent the cost increase from exceeding 8% as measured in subsection (i) above.
- (iii) Should the Plan changes approved by the Trust fail to achieve cost containment or savings as stated in

subsections (i) and (ii) above by the end of the following fiscal year, either party may elect to reopen negotiations as set forth on the following specific topics:

- Health Plan set forth in this Agreement
- Structure of the Trust
- Composition of the Trust
- Funding of the Trust

(3) 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.

(4) Notwithstanding the foregoing, each party reserves the right to reopen this Agreement to negotiate the health care plan set forth in this Agreement no later than June 30, 2011.

(5) 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 Local 2. 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 20.2.

## Section 12.2 - Safety and Health

### A. Applicable Laws and Regulations

It is agreed that the Employer and all employees will comply with all applicable laws and regulations governing safety and health matters. The Employer will continue to make reasonable provisions, in compliance with such laws and regulations, for the safety and health of its employees. The Employer shall post all safety and health notices required by law in conspicuous places where notices to employees are customarily posted.

#### B. Joint Committee

The Joint Occupational Safety and Health Committee shall continue for the term of this Agreement. The Fire Commissioner and the Union shall each appoint three members. The Joint Committee shall meet monthly to discuss safety and health matters. The Joint Committee shall make recommendations to the Fire Commissioner as to any safety conditions, rules and equipment which it may deem in need of change and improvement in order to achieve proper standards of safety and health and to minimize accidents, injuries and illness in the Fire Department. The Department shall provide notice to the Joint Committee of contemplated changes in work clothes, protective clothing or turn out gear at least sixty (60) days prior to the implementation of such change. The Fire Commissioner shall promptly issue a report to the Joint Committee as to his views regarding the Joint Committee's recommendations.

All phases of field tests of personal protective equipment will be subject to involvement by the Joint Committee before any resolution relative to acquiring such equipment, provided that such involvement is legal and in compliance with the applicable written ethical rules and regulations of the

City of Chicago. Results of such test shall be provided to the Union 30 days prior to acquiring such equipment.

C. Inoculations, Tests, Screening

1. Upon notification to the Employer by the employee, all employees on a voluntary basis shall be granted, at Employer expense, prophylactic inoculations for:

a. Hepatitis B-Virus (HBV), and

b. As prophylactic inoculations become available, for:

(i) Additional strains of Hepatitis;

(ii) Human Immunodeficiency Virus (HIV) related conditions;

(iii) Acquired Immune Deficiency Syndrome (HIV) antibody positive conditions.

2. Upon notification to the Employer by the employee that a bargaining unit employee is significantly exposed in the course of duty to the risk of transmission of disease, as defined by the U.S. Center for Disease Control, from a person determined to have a disease process of a contagious or infectious nature, the employee on a voluntary basis, shall be granted, at Employer expense, medically necessary tests and/or screening, and prophylactic treatment.

### **Section 12.3 - Pensions**

A. For the term of this Agreement, the Employer agrees not to exercise its Home Rule power to reduce the benefit provisions of the Illinois Revised Statutes, Chapter 108 1/2, Article VI, "The Firemen's Annuity and Benefit Fund - Cities Over 500,000."

### **B. Deferred Compensation**

The Employer shall continue to make available to bargaining unit members an I.R.S. qualified deferred compensation program.

## **ARTICLE XIII. NO DISCRIMINATION**

### **Section 13.1 - No Discrimination**

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership, but this Section is not intended to interfere with the operation of Section 1 of Article III of this Agreement. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion or political affiliation.

### **Section 13.2 - Gender**

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees.

### **Section 13.3 - Union's Duty of Fair Representation**

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in Vaca v. Sipes, 386 U.S. 171 (1967).

### **Section 13.4 - Affirmative Action**

A. The Parties agree to establish and implement an affirmative action program in accordance with the terms and conditions of the IAFF recruitment and equal opportunity programs as further described in Appendix G of this Agreement.

#### **B. Polygraphs**

The Employer agrees that no prospective employee shall be required to take a polygraph examination as a condition of employment with the Employer, and a prospective employee's refusal to submit to a polygraph examination shall not be cause for rejection for employment.

### **Section 13.5 - Americans With Disabilities Act**



Should the Employer be required under the Americans With Disabilities Act to make a reasonable accommodation to the disability of an applicant or incumbent employee that may be in conflict with the right of any employee under this Agreement, the Employer shall bring this matter to the attention of the Union in writing. If the parties cannot reach an agreement on such accommodation, the provisions of Article X shall be available, and the Arbitrator shall consider the Employer's obligation and the Union's obligation (if any exists) under the Americans With Disabilities Act and under this Agreement, provided that no employee shall be displaced by such decision.

#### ARTICLE XIV. MANAGEMENT FUNCTIONS

It is the right of the Employer to unilaterally determine matters of inherent managerial policy and to implement decisions with respect thereto, which include, but are not limited to, the following: the right to determine services to be offered by its agencies; to establish its overall budget; to direct its employees; to determine the content of examinations, the necessary requirements to participate in the examination process, and the minimum qualifications for all positions; to discipline or discharge employees for proper cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain and improve efficiency of governmental operations; to determine the methods, means and personnel by which government operations or a unit thereof are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organization and the technology of performing its work.

This Agreement shall be construed however as requiring the Employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

## ARTICLE XV. DUTIES

All employees shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The assignment of duties not related to fire suppression, prevention, extinguishment and delivery of emergency medical services, including the maintenance of equipment and the customary house duties, shall be grounds for a grievance under Article X. Nothing in the above duties description shall limit assignments during emergency conditions and/or circumstances which threaten citizens' lives and/or property.

## ARTICLE XVI. GENERAL PROVISIONS

### Section 16.1 - Union Bulletin Boards

The Employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such boards for posting abusive or inflammatory or partisan political material.

All material shall be signed and approved by the authorized representative of the Union prior to posting.

## Section 16.2 - Discipline and Discharge

A. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary action it shall have the option to assess the following penalties:

Oral Reprimand

Written Reprimand

Suspension

Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any disciplinary action taken against a probationary employee shall not be subject to 16.2E below or to the grievance procedure.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures specified in Chapter 25.1 of the Municipal Code and any City of Chicago

Personnel Rules. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed-upon as a grievance settlement or deemed appropriate by an Arbitrator.

D. Disciplinary actions recorded in the employee's personnel files shall not be used after twelve (12) months to justify subsequent disciplinary action except for a related offense.

E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. Copies of the following documents shall be given to the employee at this notification and review meeting:

1. Allegation of violations of Rules & Regulations

2. Statement of charges and specifications
3. Employee's initial statement of facts
4. Acknowledgment of notification and review
5. Disciplinary officer's recommendation
6. Copies of the employee's pertinent past discipline

The employee shall be entitled to Union representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, except for information which the Department deems to be confidential, shall be open and available for inspection and copying by the affected employee, or his Union representative with the specific written consent of the employee, during regular business hours.

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

### **Section 16.3 - No Acting Out of Classification and Emergency Manpower Shortages**

- A. No Acting Out of Classification

No employee shall be required or volunteer to perform duties of any other rank or classification during the term of this Agreement except as set forth in Section 16.3B and/or 16.4D of this Agreement.

B. Emergency Manpower Shortages

To avoid the temporary shutdown of companies due to unexpected or unscheduled absences or incapacity that cannot be immediately covered by detailing, overtime or holdover pursuant to Articles 9.2 or 5.6 respectively, members of the bargaining unit may be temporarily assigned to act in a higher or lower rank subject to the conditions enumerated below:

- i. If acting in a higher rank the employee shall be compensated for the period of acting at the same rate he would earn if promoted to that higher rank or if acting in a lower rank then at the employee's regular rate of pay.
- ii. The acting employee will perform the duties of the higher or lower rank or classification for a maximum of four (4) hours except in the following situations:
  - a. The acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Article 9.2 within the four (4) hours; or

b. If the fourth hour of the acting period runs past midnight, the acting employee shall continue to act for the balance of the tour of duty.

For the purposes of Section 16.3B the four (4) hour period shall begin from the time the shortage occurs if the company is in quarters, or from the time the company returns to quarters if the shortage occurs when the company is not in quarters. The Employer shall diligently attempt to fill the manpower in accordance with Article 9.2 during the four (4) hour period.

In the event that no employee is available for overtime recall pursuant to Article 9.2 the acting employee will continue to act for the balance of the tour of duty and the company will not be put out of service.

iii. In the Division of Fire Suppression and Rescue the senior person on the particular apparatus on the shift shall have priority for the acting assignment. Priority as to an acting assignment on ALS ambulances shall be to the senior person in the District on the shift.

iv. The District Chief or his designee immediately shall notify the Union by phone at its office advising as to the existence of any manpower shortage, the assignment of personnel to act in a higher or lower rank and/or recall of employees on

overtime. If the event occurs during non-business hours, however, the District Chief or his/her designee will notify the Union by phone at the earliest opportunity on the next business day. In either case, as soon as possible, the District Chief or his/her designees also will cause to be made a written incident report covering the circumstances, including the action taken to comply with the collective bargaining agreement, and forward the report simultaneously both to Department Headquarters and to the Union.

When an employee acts out of classification to fill a shortage occurring before 8:00 p.m. for a period longer than four (4) hours the Union and the Employer shall meet on the next regular business day to negotiate a solution to rectify this condition. It is agreed that the negotiations of the solution will proceed from the premise that the minimum manning provision shall be maintained and the shutdown of emergency apparatus avoided.

## Section 16.4 - Minimum Manning

### A. Fire Suppression and Rescue

1. The vehicle and equipment manning complements which are currently maintained shall continue to be maintained at those levels (i.e., five (5) men on all trucks, engines and squad companies and ~~effective January 24, 2005,~~ on two (2) HazMat units [5-1-1 and 5-



1-2]), and effective ~~March 1, 2006~~, four (4) men on three (3) Command Vans, except as set forth in Section 16.4D.

2. At each airport on each shift the City shall maintain one (1) fire engineer and one (1) firefighter on each crash fire apparatus and also one (1) company officer per shift at each airport for all crash fire apparatus; except no firefighter need be maintained on the crash fire apparatus to which a company officer is assigned that day. These minimum manning requirements shall not be waived under the provisions of Section 16.4D which shall not be applicable to this Section 16.4A2.

3. The number of fire companies shall be maintained and continue to be maintained at no less than those levels maintained on March 1, 2006 (for example, ninety-six (96) engine companies, sixty-one (61) truck companies, four (4) squad companies, two (2) HazMat units, the Fire Boat, and no less than three (3) Command Vans as well as the number of battalions on said date).

4. The daily on duty complement of platoon employees in the Air Mask Service shall remain no less than those on duty on January 1, 2010.

5. Effective upon contract ratification in 2014, for purposes of determining causes and origins of fires, no fewer than two (2) Certified Arson Investigators in the Office of Fire Investigations (O.F.I.) shall each be assigned to no less than three (3) vehicles on a daily basis in order that the Department may effectively and

safely perform its responsibilities pursuant to the provisions of 65 ILCS 5/11-9-1 and 425 ILCS 25/6.

6 a. Effective upon contract ratification in 2014, for water rescue and recovery, no fewer than two (2) pilots and two (2) certified divers shall be assigned to no less than one (1) helicopter on a daily basis;

- a. Effective upon contract ratification in 2014, for water rescue and recovery, no fewer than four (4) certified divers shall be assigned to the Dive Truck (687) on a daily basis; and additionally, for the period April 1 through November of each year no fewer than four (4) certified divers shall be assigned to the fast boat (688) on a daily basis.

#### B. EMS and Ambulance Manning

Emergency Medical Services and ambulances shall be staffed as follows:

1. One (1) EMS Field Officer per EMS District on a daily basis with a minimum of eight (8) EMS Field Chiefs on a daily basis.
2. a. One (1) Paramedic and one (1) Paramedic-in-Charge or one (1) Ambulance Commander in each of sixty (60) or more ambulances on average on a daily basis over a one week period (Monday-Sunday), but no less than fifty-seven (57) ambulances on a daily basis; provided that if due to exceptional circumstances on a given day fifty-seven (57) or more ambulances cannot be maintained in service, or if sixty

(60) or more ambulances per day by weekly average cannot be maintained in service, the Union shall be notified in either or both instances, and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition; and

- i. b. Two (2) EMT-B employees in each of fifteen (15) or more additional ambulances on a daily basis.

Effective September 1, 2014, one (1) Paramedic and one (1) Paramedic-in-Charge or one (1) Ambulance Commander in each of seventy-five (75) or more ambulances on a daily basis over a one (1) week period (Monday-Sunday), but not less than seventy-two (72) ambulances on a daily basis; provided that if due to exceptional circumstances on a given day seventy-two (72) or more ambulances cannot be maintained in service, or if seventy-five (75) or more ambulances per day by weekly average cannot be maintained in service, the Union shall be notified in either or both instances, and the Union and the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.

3. The EMT-B employees shall be detailed to the ambulances referenced in 16.4B2b above. The most senior EMT-B employee on each of these ambulances for the day shall be paid at the employee's next pay step and shall be in charge and responsible for any necessary documentation. Such pay for such employees at Step

6 and over shall be no less than the monetary equivalent of the percentage difference between Appendix B, Steps 5 and 6. It is provided that no EMT-B employee shall be detailed to any of these ambulances more than six (6) (effective upon contract ratification, four (4)) of the employee's duty days in a calendar quarter (January-March, April-June, July-September, October-December).

Upon the implementation of new paragraph 16.4.B.2, on September 1, 2014, current subparagraphs 16.4.B.2.a, 16.4.B.2.b, and 16.4.B.3 shall be of no further force or effect.

4. When required, an EMT-P and/or an EMT-B on an ALS Engine Company shall assist on an ambulance, in which case the ALS Engine shall accompany the ambulance to the hospital. Effective September 1, 2014, this subparagraph shall be redesignated as subparagraph 3.

5. When more than one FF/EMT-B or FF/EMT-P are assigned to an ALS or BLS fire company on the same duty shift, the Employer shall have the EMT-P's and EMT-B's rotate within their classifications as the "designated" EMT-P or "designated" EMT-B. Effective September 1, 2014, this subparagraph shall be redesignated as subparagraph 4.

#### C. Cross-Training Program

Employees who achieve dual certification will receive incentive pay as set forth herein.

1. Recognizing that the Division of Emergency Medical Services within the Department is staffed with employees not only specializing in medical service, but highly trained in the non-emergency, non-medical operating procedures of the Department, a program will be established to include in each Fire Fighter Candidate Class, a complement of Certified Chicago Fire Department Emergency Medical Services uniformed personnel. Each candidate Fire Fighter Class, certified by the Department of Personnel from a Fire Fighter entry level eligibility list, shall include a minimum of 10% (ten percent) of such Emergency Medical Services Personnel on the Fire Fighters eligibility list. Those selected in this manner shall be selected on the basis of seniority.

~~2. (a) Emergency Medical Services Personnel who become Fire Fighter candidates and those who become Fire Fighters shall receive the pay and grade they had received prior to becoming Fire Fighters; however, this is restricted to Paramedics and Paramedic-in-Charge only. These personnel shall get credit for service rendered as EMS Personnel, in terms of step and grade. EMS personnel over the rank and/or pay of Paramedic-in-Charge who become Fire Fighter Candidates and then become Fire Fighters shall revert to the position and pay of Paramedic-in-Charge. Regarding Paramedic-in-Charge who become Fire Fighters, future promotions to the rank of Fire Engineer, should that occur, shall not cause any change in their pay grade status~~

~~at the time of such promotion, it being understood that employees shall be entitled to their normal step increases. Thereafter, promotion to the rank of Lieutenant and above shall be treated in accordance with promotional/pay procedures. Effective July 1, 2011, this subparagraph (a) is replaced by subparagraph (b) below.~~

~~Effective July 1, 2011, Emergency Medical Services personnel, irrespective of grade, who become Fire Fighter candidates and those who become Fire-Fighters shall get credit for service rendered as EMS personnel in terms of seniority and step, but shall be paid as cross trained Firefighter/Paramedics and shall be entitled to their normal step increases. Promotion to high rank/classification shall be treated in accord with promotional/pay procedures.~~

3. EMS personnel who become cross-trained fire suppression employees shall, as a condition of continued employment, maintain their Paramedic certification for a period of ~~five (5)~~ seven (7) years from the date of completion of Academy training. ~~(effective June 30, 2003 for a period of seven (7) years for those who complete Academy training on or after June 30, 2003).~~ Cross-trained EMS personnel who maintain dual certification shall be paid at no less than F2 pay rate or ~~7% (effective January 1, 2011, 7.5%,)~~ (effective January 1, 2015 8.5%) over the pay rate to which, they are otherwise entitled, whichever is higher.

4. To meet necessary manning requirements and operational needs, the Employer may detail cross-trained dual certified personnel on fire apparatus or ambulances. Such personnel detailed to an ALS ambulance shall act as the paramedic/driver and the EMS paramedic assigned or detailed to that ambulance shall act as the P.I.C.

5. Under Section 16.7 cross-trained personnel who maintain dual certification may bid upon and be assigned to any position for which they are qualified; except, dual certified personnel in the ranks or classifications of Fire Engineer, Lieutenant, Captain or Battalion Chief may not bid to Ambulance Companies.

6. (a) Employees voluntarily participating as cross trained dual status employees and receiving the salary for the classified/graded position may opt out of participation on the July 1<sup>st</sup> or February 1<sup>st</sup> closest to their anniversary date on which participation commenced by notifying the Department in the preceding October for February withdrawals and in the preceding March for July withdrawals. Employees must have participated in the program at least two (2) years from such anniversary date. Effective when participation ceases they shall forfeit the cross trained classification/grade for such position and shall be paid as otherwise provided in Appendix B of the current labor agreement for his/her non cross trained classification/grade.

Employees who choose to voluntarily opt in and participate as cross trained dual status employees may do so by notifying the Department of their intent to opt in on February 1<sup>st</sup> of each year

by notifying the Department the preceding October or by notifying the Department of their intent to opt in on July 1<sup>st</sup> by notifying the Department during the preceding March of each year. In addition, effective January 1, 2007, employees who are currently participating as cross trained dual status employees will have their anniversary dates adjusted to either February 1<sup>st</sup> or July 1<sup>st</sup> of the year that their current contract expires. Dates will be adjusted in order to ensure that no employee's contract is extended beyond the two (2), five (5) or seven (7) year term, or any other subsequent term, that they initially agreed to. Employees will be notified by the Department of the expiration date of their contract no less than sixty days prior to said expiration. Notification will include information on the required process to renew their contract. Employees who fail to renew their contract prior to the end of their contract term will be dropped from participation and forfeit the cross trained classification/grade for such position and shall be paid as otherwise provided in Appendix B of the current labor agreement for his/her non cross trained classification grade.

(b) Any cross-trained dual status employee who loses his/her EMT-B or EMT-P license will at the time of such loss forfeit the cross-trained classification/grade for such position and shall be paid as otherwise provided in Appendix B for his/her non cross-trained classification/grade.

(c) Employees participating as cross-trained dual status employees who opt out of participation (as provided in (a)



above), or who lose their EMT-B or EMT-P license will be detailed from their ALS fire companies on a rotating basis with other non-EMT-B and non EMT-P employees to another fire company on a daily basis if necessary, to maintain the minimum number of EMT qualified employees on the ALS fire company.

(d) The requirement in Contract Section 16.4C3 that EMS personnel who become cross-trained fire suppression employees shall, as a condition of continued employment, maintain paramedic license for a period of five (5) or seven (7) years shall be interpreted to mean that such employees may not voluntarily relinquish their paramedic license for the referenced period of time. The requirement does not apply to any such employees who lose their paramedic license. Further, upon completion of the five (5) or seven (7) year period, these employees may continue voluntary participation as cross-trained dual status employees, or opt out as provided in (a) above.

7. Cross-trained dual status employees above the position of firefighter from time to time may be required to perform EMS duties as an EMT-B or EMT-P, and such shall not be considered a violation of Contract Section 16.3A.

#### D. Variance

a. The minimum manning requirements of Section 16.4A shall be waived after all detailing has been accomplished (the City may exercise wide discretion to cover vacancies provided it follows the

information requirements set forth in subparagraph c below) to the extent of one person per company, to a maximum of fifteen (15) positions at any one time.

b. In addition, the restrictions on acting out set forth in Section 16.3, shall also be waived to a maximum of fifteen (15) at any one time,

- (i) within a fire company for the position of Engineer and above,
- (ii) within an ambulance company for the position of Paramedic-in-Charge and above,
- (iii) within the Bureau of Operations for the position of Battalion Chief and
- (iv) within the Bureau of Operations for the position of Field Chief, and the most senior qualified of the available employees within the company, or within the District (in the case of Battalion Chief or Field Chief) shall act out and be compensated for the period of acting at the same rate he would earn if promoted to that higher rank (or at his/her own regular rate if higher than the rank of the position in which he/she is acting).

Whenever feasible, the employee selected shall be from the same Company or the same District (in the case of Battalion Chief or Field Chief) where that office or vacancy exists; however, the ultimate determination and selection of the appropriate employee to fill the acting out of classification vacancy shall be left to the discretion of the Department.

c. The Company or District in which the absence occurred, as specified in paragraph 16.4D(a), does not have to be the Company or District which operates with minimum manning or an acting out of classification variance (i.e., the City may detail employees from one company or District to another to cover the particular vacancy at its discretion). However, the Union shall be notified on a daily basis when the original permitted absence occurred and the reason for the absence and the Company or District in which such absence occurred, as well as the Company or District in which the minimum manning or acting out of classification variance was exercised.

d.1(a) Notwithstanding the manning and acting variance maximums of fifteen (15) each, set forth respectively in subparagraphs a. and b. above, it is provided that the maximum number of manning variances (as set forth in subparagraph a) may be increased up to an additional fifteen (15) (to a total of thirty (30)) at any one time, and the maximum number of acting variances (as set forth in subparagraph b) may be increased up to an additional fifteen(15) (to a total of thirty (30)) at any one time. This exception is expressly conditioned upon the strict requirement that there shall be no more than thirty (30) variances in the aggregate (manning and acting) used at any one time, and that for each manning variance over fifteen (15) used at any one time, the number of acting variances shall be reduced by one, and for each acting variance over fifteen (15) used at any one time, the number of manning variances shall be reduced by one. (For example, if at any one time nineteen (19) manning variances are used, only eleven (11) acting variances may be used; if at any

one time twenty (20) acting variances are used, only ten (10) manning variances may be used, and vice versa).

(b) Notwithstanding the manning and acting variance maximums of fifteen (15) each, set forth respectively in subparagraphs a. and b. above and subparagraph d.1.(a) above, effective August 1, 2011, it is provided that the maximum number of manning variances (as set forth in subparagraph a) may be increased up to an additional twenty (20) (to a total of thirty-five (35)) at any one time, and the maximum number of acting variances (as set forth in subparagraph b) may be increased up to an additional twenty (20) (to a total of thirty-five (35)) at any one time. This exception is expressly conditioned upon the strict requirement that there shall be no more than thirty-five (35) variances in the aggregate (manning and acting) used at any one time, and that for each manning variance over twenty (20) used at any one time, the number of acting variances shall be reduced by one, and for each acting variance over twenty (20) used at any one time, the number of manning variances shall be reduced by one. (For example, if at any one time twenty-two (22) manning variances are used, only thirteen (13) acting variances may be used, and if any one time twenty-four (24) acting variances are used, only eleven (11) manning variances may be used, and vice versa.)

2. It shall not be necessary for the remainder of an employee's shift to rehire for that employee who, during the employee's shift, is removed from attending to his duties on or after ~~8:00 p.m.~~

~~(effective October 1, 2011, 1:00 p.m.)~~ to seek medical attention because of a non-duty-related injury or illness.

3. Notwithstanding subparagraphs a., b., c., d.1, and d.2 above, when an emergency exists as determined by the Fire Commissioner, and relates to possible or actual structural fire activities each truck, engine and squad company shall be manned with no less than five (5) personnel and the Section 16.4 D.b exception to Section 16.3B shall not apply.

4. Under no circumstances shall any engine company, truck company, squad company or HazMat unit 5-1-1 or HazMat unit 5-1-2 operate with less than four (4) employees. Further, no ambulance will operate with less than two (2) employees, and three (3) Command Vans shall operate with no less than four (4) employees.

e. The Union will be notified within 48 hours in writing of the use of variances to manning and acting, and in the event that a manning or an acting variance is used by the City in excess of the maximum number permitted, the employee or employees on the top of their respective Overtime Distribution Lists shall receive pay for the period involved (not less than 12 hours) at 2 ½ (two and one-half) times their hourly rate.

## Section 16.5 - Residency

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

In an arbitration, the Union may not challenge the validity of the residency law or requirement. However, it may assert that an employee discharged for failure to meet the residency requirement was not discharged for "just cause," if it can be shown that other City employees similarly situated who also fail to comply with the residency requirement were either not discharged or suffered lesser penalties. In that circumstance, the factual questions together with the question of just cause and whether the discharge was discriminatorily based are matters for the Arbitrator.

#### Section 16.6 - Mileage Allowance

Employees in the Fire Prevention Bureau shall be paid the current IRS rate to a maximum of \$350.00 per month. An employee who receives such compensation shall provide proof of insurance coverage as specified in the Classification and Pay Plan (Automobile Allowance, Provisions "F").

~~Effective February 1, 2008, the maximum reimbursement shall increase from \$350.00 to \$450.00 per month. Effective February 1, 2009, the maximum reimbursement shall increase to be \$550.00 per month.~~ Thereafter, the maximum reimbursement shall increase effective each February 1 by the percentage increase in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5.00 increment. In addition, should the maximum mileage allowance for any employees represented in other bargaining units recognized by the City be increased further during the term of this Agreement, Local 2 represented employees shall also receive the monthly dollar increase.

Mileage allowance shall normally be received by the employee within thirty (30) days of the date on which the employee's mileage claim is submitted.

#### **Section 16.7 - Permanent Assignments and Transfers**

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by this Agreement.

B. All employees shall be eligible for and maintain a permanent job classification and/or rank assignment within the respective bureaus and districts of the Fire Department.

#### **C. Permanent Assignments and Transfers**

1. Vacancies in a permanent assignment for any reason, including but not limited to any due to an assigned employee's retirement, resignation, promotion, transfer, death, discharge for cause, authorized leave of absence in excess of three (3) months, and any due to newly created assignments or positions in the Bureau of Operations, Bureau of Fire Prevention, and Bureau of Support Services shall be filled on the basis of seniority. Such assignment vacancies in the classifications and/or ranks of Firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority by geographically designated offices in that Bureau, (i.e., South, West, North, Central and North Kedzie). It is provided, however, that upon the posting of reasonable job qualifications, such qualifications to be determined by the Employer,

for the positions of Training Instructor, Training Officer, Fire Investigations, Squads, Hazardous Material Unit, Air Mask Service, Equipment and Supply, Communications Van and Air Sea Rescue, such jobs shall be filled on the basis of seniority by employees who have such qualifications. It is also provided that vacancies in permanent assignments on ALS Fire Companies shall be referenced separately as ALS Fire Companies on the posted lists of vacancy assignments: however, when an ALS Fire Company has a sufficient number of EMT qualified employees (which shall be fifteen (15) qualified employees), then the senior bidder, whether or not EMT qualified, shall be assigned to the ALS Fire Company.

2. Notwithstanding the aforesaid, the following assignments or positions all of which require the use of specialized training or skills based upon reasonable minimum job qualifications, the content of which is to be determined by the Employer, need not be filled by the Employer based on seniority, though the Employer shall take seniority into account:

- Research and Planning
- District Aide
- Non-Exempt Administrative Positions
- Personnel
- E.P.D.S.
- Inspection & Audits
- Helicopter Pilots
- Finance & Fiscal Management
- Records



- Property Management
- Building Maintenance
- Fire Communications
- Photo/Media Unit

3. Within the first two (2) weeks of the months of January, April, July and October, the Employer shall post a list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Effective upon the date of contract ratification, within the first two (2) weeks of each of the months of January, May and September, the Employer shall post a list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Employees within the same job classification and/or rank desiring a transfer or permanent assignment shall make a transfer application for the vacancy or vacancies of their choice, a copy of which shall be delivered to the Union and the applicant. The Employer shall grant the transfer or permanent assignment to the successful applicant having made application within fifteen (15) days of the vacancy list being posted except where a different assignment is dictated by bona fide operational needs of the Department. Such exception shall not exceed seven percent (7%) of the number of permanent assignments made in each transfer order. Effective upon the date of contract ratification, transfer orders shall be posted within fifty-five (55) days from the date the vacancy list is closed. Concurrent with the posting of the transfer order the Employer will identify on the order the number and rank of the employees transferred to a permanent assignment which are to be charged against the exception. For the term of this Agreement the original

assignment of candidates to active companies shall not be charged against the exception. The original assignments of candidates shall take place after the posting of the transfer order (i.e., not more than thirty (30) days thereafter) and before the posting of the next vacancy order. Any vacancy not bid upon shall be assigned to employees in relief positions, in accordance with Section 16.7D of this Agreement. The City shall post a list of non-ALS fire companies that are scheduled to become ALS fire companies and the dates they are scheduled to become ALS fire companies well in advance (at least ninety (90) days) of the dates, so that employees can have sufficient time to decide whether and when to obtain EMT-B and/or EMT-P license, and/or to transfer.

4. The duties of Battalion Aide and the Deputy District Aide shall be performed by an employee permanently assigned to a designated company housed with the Battalion Chief or Deputy District Chief. When vacancies exist in the designated company housed with the Battalion, the Battalion Chief or Deputy District Chief may request a single employee to be permanently assigned to the company for the purpose of assuming the duties of Battalion Aide or Deputy District Aide and said selection shall be without regard to seniority. The Battalion Aide or Deputy District Aide shall be detailed from such permanent assignment to perform the duties of Battalion Aide or Deputy District Aide at the option of the employee and with the approval of the Battalion Chief or the Deputy District Chief. Such detail shall last for thirty (30) day periods which may be extended by mutual agreement of the aide and the Battalion Chief or Deputy

District Chief. It is specifically provided, however, that such detailing shall not be an exception to the minimum manning requirements.

5. Both probationary employees assigned and employees transferring into Airport Operations must be Airport Rescue Firefighter certified within fifteen (15) months from such assignment. Failure to obtain certification within fifteen (15) months shall require a firefighter to request a transfer.

#### D. Relief Positions

1. Relief Positions shall not be considered permanent assignments. An employee who does not receive a permanent assignment after three (3) successive transfer orders may be assigned to any permanent vacant position remaining on the third transfer order after all other requests have been granted; provided, however, that the Employer shall assign the employee to any permanent vacant position remaining on the third transfer order that is closest to the employee's residence, and provided further that the employee may bid for a permanent assignment on the next transfer order without regard to the one (1) year limitation. If more than one employee is subject to this assignment, the employee(s) on relief the longest will be the first assigned.

2. Subject to the foregoing, relief positions shall operate out of the districts rather than headquarters, except in the rank of Battalion Chief and EMS Field Officer which shall operate out of bureau/headquarters. Effective upon contract ratification and upon

promotion to the ranks of Paramedic-in-Charge and Ambulance Commander, employees shall be assigned to relief positions. E.M.S. relief positions shall operate out of E.M.S Field Divisions. Initial promotional assignments to relief positions shall be made by the Employer; except that before promotional assignments to relief positions are made, employees then in relief positions and employees in forty (40) hour permanent positions may bid for two (2) and on the basis of seniority receive a minimum of 60% of the relief positions to be filled. Bids shall be closed fifteen (15) days after posting.

3. It is further provided, that any increase or decrease in the number of Bureaus or Districts or the restructure of any Bureaus or Districts deemed necessary by the Employer which would necessitate a decrease, expansion or rotation of relief positions shall without limitation entitle the senior relief employee(s) to opt for a change to any involved positions of his/her choice.

4. The Department will administer the following policy: When the Employer determines that there is an excess on a shift by Daley Day within a District, the least senior relief employee shall be moved unless a more senior relief employee assigned to the shift and Daley Day where such excess exists opts for the change, in which case the senior employee shall be moved. Any dispute in administering this policy shall only be resolved pursuant to discussions between the Business Agent and the District Chief or his designee.

5. When the Employer determines that there is an excess in a rank of E.M.S employees on a shift within a Field Division, the least senior relief employee shall be moved unless a more senior relief employee assigned to the shift where such excess exists opts for the change, in which case the senior employee shall be moved. Any dispute in administering this policy shall only be resolved pursuant to discussions between the Union Business Agent or Director of EMS and the Deputy Chief Paramedic or his/her designee.

E. The transfer of an employee to a vacancy or assignment of his choice, either pursuant to Section 16.7C or the second and third paragraph of Section 16.7D, that results in the working of successive shifts or a Daley Day change, shall constitute an exception to Section 4.1 of this Agreement.

F. No employee shall be transferred or detailed for punitive reasons.

#### Section 16.8 - Contracting and Subcontracting of Work

The Employer recognizes the integrity of the bargaining unit. It is intended and understood that the work described herein, which encompasses all the work of the Fire Department in all of its Bureaus and facets is exclusively the work of bargaining unit employees and, except as otherwise provided, shall be performed by bargaining unit employees.

During the term of this Agreement the Employer shall not contract out, subcontract, or in any manner transfer out or assign to others any work performed by employees covered in this Agreement, except in the case of an emergency involving a natural or human disaster, or where non-bargaining unit personnel or persons have

performed such work since January 1, 1984. Further non-bargaining unit personnel or persons may only perform such work or work similar and related to that which they performed since January 1, 1984, strictly provided that any work performed by non-bargaining unit personnel or persons shall not limit any bargaining unit employee's promotional opportunities, cause any bargaining unit employee's classification to be lowered or eliminated, or cause any bargaining unit employee to be laid off or displaced.

The terms "contract out" or "subcontract" shall include any agreements requiring work by employees to be performed outside the corporate limits of the City of Chicago or the use of other employees of the City or any other City, business, etc., to perform the work of the bargaining unit members.

#### **Section 16.9 - Protective Gear and Clothing Allowance**

A. The City shall furnish to all uniformed members of the fire fighting services, as prescribed and/or directed by the Fire Commissioner and consistent with the provisions of Section 12.2, dress uniforms, work clothes, and protective clothing and gear, which shall be replaced at the City's expense when worn out through normal use or destroyed or damaged beyond repair. Replacement will be accomplished by the Department as soon as possible and shall be made on an exchange basis, except for a new issue for which no exchange will be necessary. The Employer is not responsible for replacing items lost or stolen. All clothing, except bunker gear, helmets, fire boots and dress uniforms shall be considered used up after five years.

B. ~~Effective January 1, 2006,~~ All platoon employees will receive the sum of \$1,250.00 per year, \$625.00 payable on or before March 1st, and \$625.00 payable on or before September 1st. After the March 1, 2007 payment, EMS platoon employees shall not be paid a protective gear and clothing allowance for the term of this Agreement.

C. ~~Effective January 1, 2006,~~ All forty (40) hour employees will receive the sum of \$1,500.00 per year, \$750.00 payable on or before March 1st and \$750.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

#### Section 16.10 - Hook and Ladder, Squad Drivers, ALS Ambulance Drivers, Tillerman, Shop Apparatus, Ancillary Apparatus

The Employer shall pay the regular Driver and Tillerman of Hook and Ladder Companies, Drivers of Squad Companies, Communications Vans, "B" licensed repair shop drivers (fire fighters permanently assigned to the repair shop), Helicopter Pilots, ALS Ambulance Drivers and Drivers of Ancillary Apparatuses at the employee's next pay step. It is provided, however, that such drivers' pay for employees at step 6 and over shall be no less than the monetary equivalent of the percentage (%) difference between Appendix B, steps 5 and 6. The regular driver of the Company shall be the employee selected by the Company Officer and whose duties normally encompass driving the apparatus or squad.

#### Section 16.11 - Training

A. The Employer and Union are committed to the principle of training for all employees in order to improve the efficiency and effectiveness of the Fire

Department. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Fire Department. Training shall be scheduled by the Fire Commissioner or his designee. The Employer will furnish training to the extent it determines necessary and possible in keeping with operational needs and manpower scheduling, for employees interested in becoming qualified for positions of Training Instructors, Air Mask Service, Air Sea Rescue and Squads. Employees will attend training sessions during their normal hours of duty. Training will be scheduled in a manner which does not undermine or erode the minimum manning standards established in this Agreement.

For the purpose of training, the Employer may schedule for up to eight (8) hours (normally to take place between 8:00 a.m. and 4:00 p.m.) on a platoon shift during normal duty hours, a total of thirty-five (35) firefighters, engineers and officers, and of this total up to fifteen (15) may be officers.

1. It is provided, however:

- a. Such training shall take place within the County of Cook, Illinois, or the Great Lakes Naval Training Center in Lake County, Illinois.
- b. The Employer shall notify employees who are to report for training at locations other than their normal company assignments, no later than their duty day prior to the duty day when they are to report for such training.



c. At the conclusion of their day's training assignment, employees shall report back to their normal duty assignment.

d. During the training period and until employees report back to their normal company assignments (but no longer than two (2) hours after the training), the truck and engine companies to which these employees are assigned shall operate with no fewer than four (4) employees.

2. It is further provided:

a. Employees who act in place of an engineer or officer during such training, and until the engineer or officer returns, shall be compensated for that period of acting at the same rate the employee would have earned if promoted to the higher rank. Whenever feasible the employee selected shall be from the same Company or same District (in the case of Battalion Chief or Field Chief) where that office or vacancy exists; however, the ultimate determination and selection of the appropriate employee to fill the acting out of classification vacancy shall be left to the discretion of the Department.

b. Any such training on a Saturday shall be up to four (4) hours and no such training shall take place on Sundays and holidays.

c. No such training shall be scheduled or take place, and if cancelled employees shall be directed to report back to their normal company assignments, when:

i. the temperature is projected to reach or reaches 20° Fahrenheit or below for Chicago as determined by the National Weather Service; effective July 1, 2014, unless the training is held indoors in a climate controlled facility;

ii. the heat index temperature is projected to reach or reaches 90° Fahrenheit or greater for Chicago as determined by the National Weather Service; effective July 1, 2014, unless the training is conducted indoors in a climate controlled facility;

iii. during inclement weather as determined by a superior officer;

iv. during Fire Prevention Week; or

v. ordered by a superior officer.

3. For any non-compliance by the City with respect to exceeding the number of employees permitted for training, the locations, the periods of time or the dates for training, the employee or employees on the top of their respective Overtime Distribution Lists shall receive pay for the period involved (not less than four (4) hours) at two and one-half (2 1/2) times their hourly rate.

A. The Employer and Union shall each name three (3) representatives to a training committee. Such committee shall meet and discuss ways to improve training and may, by mutual agreement, make recommendations to the Fire Commissioner. The Commissioner shall promptly issue a report as to his views as to the Committee's recommendation. Members of the training committee shall be provided with access to training materials and curriculum, and shall be allowed to monitor training sessions on their off days conducted prior to or concurrent with the training committee's meetings in order to facilitate the committee's work.

B. Employees upon their voluntary request shall be permitted to attend non-required and non-mandatory-job-qualification educational functions or seminars at the Fire Academy during off duty hours and without additional pay. There shall be at least ten (10) days written notification to all work locations prior to such educational functions or seminars.

C. EMT-B/EMT-P Training

1. The City shall provide EMT-B training which shall be mandatory for new hires, who shall be required to be licensed by the State of Illinois as an EMT-B prior to the end of their nine (9) months as a probationary employee.

2. For non-probationary employees interested in obtaining an EMT-B license, off duty EMT-B training will be available

through the Chicago City Colleges, and such employees shall be given the opportunity to function in the Chicago EMS System.

## Section 16.12 - Medical Benefit Letter

Upon written request the Employer shall furnish to all employees who in the course of their employment are injured or become ill resulting from the performance of their duties, a statement showing the period of absence and the amounts received during the period of absence due to such injury or illness. Upon written request the Employer shall also provide to each occupational or duty disability retiree the same statement as above covering the period of absence due to the injury or illness prior to retirement.

The Employer will continue to furnish these documents upon request of the employee until the Internal Revenue Service concludes that they are of no value for tax purposes.

## Section 16.13 - Indemnification of Employees

### A. Employer Responsibility

The Employer shall be responsible for, hold employees harmless from and pay for damages or monies which may be adjudged, assessed, or otherwise levied against an employee covered by this Agreement, subject to the conditions set forth in Section 16.13D.

### B. Legal Representation

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

C. Cooperation

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

D. Applicability

The Employer will provide the protections set forth in Sections 16.13A and 16.13B above so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 16.13C with the City of Chicago in defense of the action or actions or claims.

## E. Indemnification

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

### Section 16.14 - Special Compensation Time

If, as a result of a declaration by the Mayor, all employees of the City of Chicago except for Police and Fire Department employees are given a day off or portion thereof with pay, then all employees covered under this Agreement who are required to work during such excused time shall be given additional pay at the straight-time hourly rate for all the hours that normally would have been worked by such other City employees.

### Section 16.15 - Specialty Pay

The following employees shall receive specialty pay equal to five percent (5%) of their annual salaries:

- Hazardous Material Technicians
- Certified Divers

Pro-rata payment shall be made quarterly in January, April, July and October.

~~Effective January 1, 2011,~~ Newly hired employees may not receive Hazardous Material Technician specialty pay until commencement of Step 4 in the salary schedule.

~~Effective upon contract ratification,~~ The City shall maintain no fewer than 200 Certified Divers at any one time. In the event an employee is detailed or assigned to a unit or assignment where the employee is required to dive, the employee shall receive Diver Specialty Pay upon becoming a Certified Diver regardless of the number of Certified Divers then receiving Specialty Pay. Under no circumstances shall the Department require or permit an employee to dive who is not a Certified Diver. Provided further, no employee who is receiving this Specialty Pay as of the date of contract ratification shall be removed from the roster of employees receiving this Specialty Pay regardless of whether there is an excess of 200 Certified Divers.

## ARTICLE XVII. RULES AND REGULATIONS

### Section 17.1 -

A. The Union agrees that it and its members shall comply, in full, with all Fire Department Rules and Regulations and Practices and Procedures that are not in conflict with the provisions of this Agreement.

B. The Employer shall name three representatives and the Union shall name three representatives to sit as a committee to review the existing Fire Department Rules and Regulations. Such committee shall meet promptly and may by mutual agreement make recommendations to the Fire Commissioner. The Fire Commissioner shall promptly issue a report as to his views as to the committee's recommendations.

### Section 17.2 -



New or revised rules and general orders having the effect of changing a rule or regulation may be established from time to time by the Employer. Any such new or revised rule(s) or general order(s) shall be posted ten (10) days before they become effective or enforceable. Where possible, the Employer shall endeavor to discuss proposals for new rules and regulations and general orders with the Rules and Regulations Committee prior to posting.

### Section 17.3 -

The Employer agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause.

### Section 17.4 - Career Service Exemption

Chapter 25.1 of the City Code and the rules and regulations promulgated thereunder by the Department of Personnel shall continue in effect to the extent that they are not inconsistent with or in conflict with the provisions of this Agreement.

## ARTICLE XVIII. SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

## ARTICLE XIX. GUARANTEE OF TERMS

The Employer agrees that this Agreement shall be immediately submitted to the City Council of the City of Chicago for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. Such action by the Council shall commit the City of Chicago to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

## ARTICLE XX. DURATION AND TERMINATION

### Section 20.1 - Notice

#### Notification for a Successor Contract

This Agreement and each of its provisions shall be effective as of July 1, ~~2007~~ 2012, and shall continue in full force and effect until June 30, ~~2012~~ 2017, and thereafter, unless either party notifies the other in writing by February 1, ~~2012~~ 2017 or ninety (90) days prior to any June 30<sup>th</sup> anniversary date thereafter that it desires to modify or amend this Agreement. Negotiations shall commence by March 1, ~~2012~~ 2017 and shall continue for a period of sixty (60) days until May 1, ~~2012~~ 2017. The parties may extend the negotiation period by mutual agreement.

~~Notwithstanding the above, prior to June 1, 2014, neither party may propose any amendment, revision, modification or change in or regarding Sections 16.4.A., 16.4.B., 16.4.D., 16.3., 16.7.A., B., and C.1. of this Agreement.~~

## Section 20.2 - Impasse Resolution - Binding Arbitration Board

In the event that disputed items cannot be resolved during the negotiation periods under Section 20.1, all disputed items shall be referred to a three-person (3) Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed-upon by the parties, using the same procedures specified in Article X for the selection of a neutral Arbitrator who shall be a member of the National Academy. The terms decided upon by the Arbitration Board shall be submitted as provided by applicable state law, except:

(a) regardless of when or if any demand for mediation or interest arbitration is served by one party on the other, or when or if the parties mediate or when any service of a demand for interest arbitration is made, the Arbitration Board shall have express authority and jurisdiction to award changes in wages, benefits and all forms of compensation retroactive to ~~June 30, 2007~~ July 1, 2017; ~~as referenced in Section 20.1.A and to July 1, 2003 as referenced in Section 20.1.B~~ and

(b) that the Arbitration Board will have the authority to consider a party's final offer on one or more issues, economic or non-economic, that is/are combined as a package offer or a party's alternative offers, provided that such offers are submitted prior to the completion of any evidentiary hearing. The terms of the current Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures; and

(c) neither party may demand or invoke arbitration or serve any demand for interest arbitration upon the other party before January 1, 2019, except

further, however, as provided in Section 5.1.B.(c) either party may demand and invoke interest arbitration at any time following the ninety (90) day period or agreed to extension as set forth in Section 5.1.B.(c).

### Section 20.3 - Ratification and Enactment by the City Council

If the parties reach a complete agreement as to the items for negotiation at the end of either negotiation period (Section 20.1.A or 20.1.B), the following procedure shall apply:

- i. The Agreement will first be presented to the Union membership with Local No. 2's Executive Board's recommendation for ratification.
- ii. Within fifteen (15) days after ratification by the Union membership, the Agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and Union shall cooperate to secure this legislative approval.
- iii. In the event the City Council should reject the recommended Agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and determine whether any modifications can be made to secure the Council's approval: thereafter, either party may invoke arbitration in accordance with Section 20.2 upon ten (10) days written notice to the other party.

For purposes of this Section, rejection by the City Council will be in accordance with applicable state law.

Section 20.4 - Signature

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the City:

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

\_\_\_\_\_  
Jose Santiago,  
Fire Commissioner

\_\_\_\_\_  
Stephen R. Patton,  
Corporation Counsel

\_\_\_\_\_  
Anthony P. Vasquez,  
Deputy Fire Commissioner

For the Union:

\_\_\_\_\_  
Thomas E. Ryan, Jr., President

\_\_\_\_\_  
Patrick C. Cleary,  
Vice President

\_\_\_\_\_  
Michael E. O'Neill,  
Secretary Treasurer

\_\_\_\_\_  
Marc J. McDermott,  
Director-Contract Enforcement

\_\_\_\_\_  
Peter R. O'Sullivan, Business Agent

\_\_\_\_\_  
Paul J. Stamper, Business Agent

\_\_\_\_\_  
Roger Perez, Business Agent

\_\_\_\_\_  
James T. Tracy, III, Business Agent

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James C. Franczek, Jr.,  
Labor Counsel

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Timothy O'Brien,  
Director – Public Relations

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David Quintavalle, Business Agent

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Dan Fabrizio,  
Director – Political Action

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Thomas J. Cody, Business Agent

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Peter J. Houlihan,  
Director – Emergency Medical Services

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Robert S. Sugarman, Attorney

## Appendix A - Confidential Employees

A maximum number of thirty-five (35) employees may be excluded from the bargaining unit as confidential employees.



## Appendix B - Salary Schedules

### Key for Salary Schedule for Uniformed Fire Department Positions

F1	Firefighters and Paramedic Rate
F1B	Cross-Trained Dual Certified Firefighter EMT-B Rate
F2	Cross-Trained Certified Firefighter EMT-P Rate (Old Firefighter/Paramedic Title)
F3	Firefighter Administrative Assistant Rate
F3B	Cross-Trained Dual Certified Firefighter Administrative Assistant EMT-B Rate
F3P	Cross-Trained Dual Certified Firefighter Administrative Assistant EMT-P Rate
F3A	Fire Engineer and Paramedic-in-Charge Rate
F3AB	Cross-Trained Engineer EMT-B Rate
F3AP	Cross-Trained Engineer EMT-P Rate
F4	Fire Lieutenant Rate
F4B	Cross-Trained Fire Lieutenant EMT-B Rate
F4P	Cross-Trained Fire Lieutenant EMT-P Rate
F5	Fire Captain and Paramedic Ambulance Commander Rate
F5B	Cross-Trained Fire Captain EMT-B Rate
F5P	Cross-Trained Fire Captain EMT-P Rate
F6	Fire Battalion Chief Rate and Paramedic Field Chief Rate
F6B	Cross-Trained Battalion Chief EMT-B Rate
F6P	Cross-Trained Battalion Chief EMT-P Rate

Salary Schedule for Uniformed Fire Department Positions

Effective July 1, 2012

CLASS GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		
	FIRST 12 MONTHS	AFTER 12 MONTHS	FIRST 12 MONTHS	AFTER 12 MONTHS	FIRST 18 MONTHS	AFTER 18 MONTHS	FIRST 30 MONTHS	AFTER 30 MONTHS	FIRST 42 MONTHS	AFTER 42 MONTHS	FIRST 54 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS SVC BEFORE 1/1/2006	AFTER 30 YRS SVC BEFORE 1/1/2006					
F1 ANNUAL	51,498	62,760	66,318	69,750	73,182	76,878	82,656	88,524	93,534	98,540	103,546	108,552	113,558	118,564	123,570	128,576	133,582	138,588	143,594	148,600	153,606	158,612	163,618
F1B MONTHLY	4,291.50	5,230.00	5,526.50	5,812.50	6,098.50	6,406.50	6,888.00	7,377.00	7,866.00	8,355.00	8,844.00	9,333.00	9,822.00	10,311.00	10,800.00	11,289.00	11,778.00	12,267.00	12,756.00	13,245.00	13,734.00	14,223.00	14,712.00
F2 ANNUAL	54,090	65,922	69,654	73,236	76,860	80,736	85,560	90,384	95,208	100,032	104,856	109,680	114,504	119,328	124,152	128,976	133,800	138,624	143,448	148,272	153,096	157,920	162,744
F2B MONTHLY	4,507.50	5,493.50	5,804.50	6,103.00	6,405.00	6,728.00	7,206.00	7,684.00	8,162.00	8,640.00	9,118.00	9,596.00	10,074.00	10,552.00	11,030.00	11,508.00	11,986.00	12,464.00	12,942.00	13,420.00	13,898.00	14,376.00	14,854.00
F3 ANNUAL	64,182	67,476	71,310	74,994	78,696	82,656	86,880	91,344	95,808	100,272	104,856	109,440	114,024	118,608	123,192	127,776	132,360	136,944	141,528	146,112	150,696	155,280	159,864
F3B MONTHLY	5,348.50	5,623.00	5,942.50	6,249.50	6,558.00	6,888.00	7,330.00	7,659.00	8,008.00	8,357.00	8,706.00	9,055.00	9,404.00	9,753.00	10,102.00	10,451.00	10,800.00	11,149.00	11,498.00	11,847.00	12,196.00	12,545.00	12,894.00
F4 ANNUAL	66,870	70,632	74,190	77,814	81,714	85,740	90,000	94,488	99,000	103,512	108,048	112,608	117,168	121,732	126,300	130,872	135,444	140,016	144,588	149,160	153,732	158,304	162,876
F4B MONTHLY	5,572.50	5,886.00	6,182.50	6,484.50	6,809.50	7,145.00	7,490.00	7,835.00	8,180.00	8,525.00	8,870.00	9,215.00	9,560.00	9,905.00	10,250.00	10,595.00	10,940.00	11,285.00	11,630.00	11,975.00	12,320.00	12,665.00	13,010.00
F5 ANNUAL	68,472	72,318	75,972	79,668	83,652	87,786	92,160	96,708	101,328	106,000	110,736	115,536	120,396	125,312	130,284	135,312	140,396	145,536	150,636	155,796	160,920	166,000	171,132
F5B MONTHLY	5,706.00	6,026.50	6,331.00	6,639.00	6,971.00	7,315.50	7,660.00	8,004.00	8,348.00	8,692.00	9,036.00	9,380.00	9,724.00	10,068.00	10,412.00	10,756.00	11,100.00	11,444.00	11,788.00	12,132.00	12,476.00	12,820.00	13,164.00
F6 ANNUAL	64,914	68,598	72,066	75,564	79,338	83,304	87,480	91,800	96,264	100,800	105,408	110,088	114,840	119,652	124,524	129,456	134,448	139,492	144,596	149,760	154,984	160,264	165,600
F6B MONTHLY	5,409.50	5,716.50	6,005.50	6,297.00	6,611.50	6,942.00	7,290.00	7,644.00	7,995.00	8,355.00	8,715.00	9,075.00	9,435.00	9,795.00	10,155.00	10,515.00	10,875.00	11,235.00	11,595.00	11,955.00	12,315.00	12,675.00	13,035.00
F7 ANNUAL	68,172	72,036	75,678	79,338	83,328	87,480	91,800	96,264	100,800	105,408	110,088	114,840	119,652	124,524	129,456	134,448	139,492	144,596	149,760	154,984	160,264	165,600	171,132
F7B MONTHLY	5,681.00	6,003.00	6,306.50	6,611.50	6,944.00	7,290.00	7,644.00	7,995.00	8,355.00	8,715.00	9,075.00	9,435.00	9,795.00	10,155.00	10,515.00	10,875.00	11,235.00	11,595.00	11,955.00	12,315.00	12,675.00	13,035.00	13,395.00
F8 ANNUAL	69,792	73,752	77,472	81,252	85,314	89,568	94,000	98,608	103,304	108,096	112,976	117,936	122,880	127,904	132,992	138,144	143,360	148,640	153,984	159,396	164,872	170,416	176,032
F8B MONTHLY	5,816.00	6,146.00	6,456.00	6,771.00	7,109.50	7,464.00	7,835.00	8,215.00	8,595.00	8,975.00	9,355.00	9,735.00	10,115.00	10,495.00	10,875.00	11,255.00	11,635.00	12,015.00	12,395.00	12,775.00	13,155.00	13,535.00	13,915.00
F9 ANNUAL	72,486	76,080	79,956	84,018	88,140	92,514	97,158	101,968	106,944	112,000	117,136	122,352	127,648	133,024	138,480	144,016	149,632	155,328	161,104	166,960	172,896	178,912	185,000
F9B MONTHLY	6,040.50	6,340.00	6,663.00	7,001.50	7,345.00	7,709.50	8,085.00	8,470.00	8,865.00	9,260.00	9,665.00	10,070.00	10,485.00	10,900.00	11,315.00	11,730.00	12,145.00	12,560.00	12,975.00	13,390.00	13,805.00	14,220.00	14,635.00
F10 ANNUAL	76,128	79,902	83,970	88,224	92,574	97,158	101,968	106,944	112,000	117,136	122,352	127,648	133,024	138,480	144,016	149,632	155,328	161,104	166,960	172,896	178,912	185,000	191,132
F10B MONTHLY	6,344.00	6,658.50	6,997.50	7,352.00	7,714.50	8,096.50	8,495.00	8,900.00	9,315.00	9,735.00	10,160.00	10,585.00	11,010.00	11,435.00	11,860.00	12,285.00	12,710.00	13,135.00	13,560.00	13,985.00	14,410.00	14,835.00	15,260.00
F11 ANNUAL	77,952	81,804	85,968	90,324	94,776	99,480	104,344	109,360	114,480	119,704	125,040	130,496	136,072	141,768	147,488	153,336	159,312	165,416	171,540	177,688	183,960	190,264	196,600
F11B MONTHLY	6,496.00	6,817.00	7,164.00	7,527.00	7,898.00	8,290.00	8,695.00	9,100.00	9,505.00	9,910.00	10,315.00	10,720.00	11,125.00	11,530.00	11,935.00	12,340.00	12,745.00	13,150.00	13,555.00	13,960.00	14,365.00	14,770.00	15,175.00
F12 ANNUAL	82,014	86,064	90,306	94,854	99,552	104,604	109,968	115,544	121,248	127,080	133,048	139,152	145,392	151,764	158,272	164,912	171,688	178,600	185,648	192,832	200,152	207,600	215,176
F12B MONTHLY	6,834.50	7,172.00	7,525.50	7,904.50	8,296.00	8,717.00	9,150.00	9,585.00	10,032.00	10,480.00	10,930.00	11,380.00	11,830.00	12,280.00	12,730.00	13,180.00	13,630.00	14,080.00	14,530.00	14,980.00	15,430.00	15,880.00	16,330.00
F13 ANNUAL	86,118	90,390	94,836	99,624	104,556	109,860	115,440	121,296	127,320	133,512	139,872	146,400	153,104	159,984	167,040	174,272	181,584	189,072	196,744	204,592	212,616	220,816	229,104
F13B MONTHLY	7,176.50	7,532.50	7,903.00	8,302.00	8,713.00	9,155.00	9,610.00	10,070.00	10,535.00	11,000.00	11,465.00	11,930.00	12,395.00	12,860.00	13,325.00	13,790.00	14,255.00	14,720.00	15,185.00	15,650.00	16,115.00	16,580.00	17,045.00
F14 ANNUAL	88,188	92,550	97,104	101,994	107,046	112,488	118,312	124,432	130,744	137,256	143,968	150,880	157,992	165,216	172,656	180,312	188,088	196,080	204,296	212,736	221,400	230,288	239,300
F14B MONTHLY	7,349.00	7,712.50	8,092.00	8,499.50	8,920.50	9,374.00	9,844.00	10,320.00	10,800.00	11,285.00	11,770.00	12,255.00	12,740.00	13,225.00	13,710.00	14,195.00	14,680.00	15,165.00	15,650.00	16,135.00	16,620.00	17,105.00	17,590.00
F15 ANNUAL	90,306	94,854	99,552	104,604	109,776	115,170	120,960	127,048	133,456	140,096	146,976	154,096	161,448	169,040	176,872	184,944	193,256	201,808	210,600	219,632	228,904	238,416	248,072
F15B MONTHLY	7,525.50	7,904.50	8,296.00	8,717.00	9,148.00	9,597.50	10,060.00	10,535.00	11,020.00	11,515.00	12,010.00	12,505.00	13,000.00	13,495.00	13,990.00	14,485.00	14,980.00	15,475.00	15,970.00	16,465.00	16,960.00	17,455.00	17,950.00
F16 ANNUAL	94,836	99,624	104,556	109,860	115,440	121,296	127,320	133,512	140,000	146,800	153,824	161,072	168,552	176,360	184,496	192,960	201,752	210,872	220,320	229,992	239,896	249,936	260,112
F16B MONTHLY	7,903.00	8,302.00	8,713.00	9,155.00	9,608.00	10,080.00	10,560.00	11,050.00	11,540.00	12,030.00	12,520.00	13,010.00	13,500.00	13,990.00	14,480.00	14,970.00	15,460.00	15,950.00	16,440.00	16,930.00	17,420.00	17,910.00	18,400.00
F17 ANNUAL	97,104	101,994	107,046	112,488	118,312	124,432	130,744	137,256	144,000	150,984	158,208	165,672	173,384	181,336	189,536	197,984	206,688	215,648	224,872	234,360	244,112	254,040	264,144
F17B MONTHLY	8,092.00	8,499.50	8,920.50	9,374.00	9,844.00	10,320.00	10,800.00	11,285.00	11,770.00	12,255.00	12,740.00	13,225.00	13,710.00	14,195.00	14,680.00	15,165.00	15,650.00	16,135.00	16,620.00	17,105.00	17,590.00	18,075.00	18,560.00
F18 ANNUAL	101,994	107,046	112,488	118,312	124,432	130,744	137,256	144,000	150,984	158,208	165,672	173,384	181,336	189,536	197,984	206,688	215,648	224,872	234,360	244,112	254,040	264,144	274,376
F18B MONTHLY	8,499.50	8,920.50	9,374.00	9,844.00	10,320.00	10,800.00	11,285.00	11,770.00	12,255.00	12,740.00	13,225.00	13,710.00	14,195.00	14,680.00	15,165.00	15,650.00	16,135.00	16,620.00	17,105.00	17,590.00	18,075.00	18,560.00	19,045.00
F19 ANNUAL	104,556	109,860	115,440	121,296	127,320	133,512	140,000	146,800	153,824	161,072	168,552	176,360	184,496	192,960	201,752	210,872	220,320	229,992	239,896	249,936	260,112	270,432	280,896
F19B MONTHLY	8,713.00	9,155.00	9,608.00	10,080.00	10,560.00	11,050.00	11,540.00	12,030.00	12,520.00	13,010.00	13,500.00	13,990.00	14,480.00	14,970.00	15,460.00	15,950.00	16,440.00	16,930.00	17,420.00	17,910.00	18,400.00	18,890.00	19,380.00
F20 ANNUAL	107,046	112,488	118,312	124,432	130,744	137,256	144,000	150,9															

Salary Schedule for Uniformed Fire Department Positions

CLASS GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11		
	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	FIRST	AFTER	
	12 MONTHS	12 MONTHS	18 MONTHS	18 MONTHS	30 MONTHS	30 MONTHS	42 MONTHS	42 MONTHS	54 MONTHS	54 MONTHS	10 YRS	10 YRS	15 YRS	15 YRS	20 YRS	20 YRS	25 YRS	25 YRS	30 YRS	30 YRS	BEFORE	BEFORE	
F1 ANNUAL	52,530	64,014	67,644	71,148	74,646	78,414	81,162	83,982	87,378	90,852	94,026	97,936	101,106	104,822	108,818	113,038	117,518	122,252	127,252	132,518	138,052	143,852	149,906
F1B ANNUAL	4,377.50	5,334.50	5,637.00	5,929.00	6,220.50	6,534.50	6,763.50	6,998.50	7,281.50	7,571.00	7,835.50	8,076.50	8,336.00	8,602.00	8,874.00	9,152.00	9,436.00	9,726.00	10,022.00	10,324.00	10,632.00	10,946.00	11,266.00
F2 ANNUAL	55,170	67,242	71,046	74,700	78,396	82,350	85,236	88,200	91,752	95,406	98,760	102,114	105,366	108,522	111,678	114,834	117,990	121,146	124,302	127,458	130,614	133,770	136,926
F2B ANNUAL	4,597.50	5,603.50	5,920.50	6,225.00	6,533.00	6,862.50	7,103.00	7,350.00	7,646.00	7,950.50	8,230.00	8,526.00	8,822.00	9,118.00	9,414.00	9,710.00	10,006.00	10,302.00	10,598.00	10,894.00	11,190.00	11,486.00	11,782.00
F3 ANNUAL	65,466	68,826	72,738	76,494	80,268	84,312	87,270	90,294	93,936	97,686	101,106	104,822	108,818	113,038	117,518	122,252	127,252	132,518	138,052	143,852	149,906	156,130	162,514
F3B ANNUAL	5,455.50	5,735.50	6,061.50	6,374.50	6,689.00	7,026.00	7,272.50	7,524.50	7,828.00	8,140.50	8,425.50	8,722.00	9,022.00	9,324.00	9,626.00	9,928.00	10,230.00	10,532.00	10,834.00	11,136.00	11,438.00	11,740.00	12,042.00
F4 ANNUAL	64,944	68,604	72,072	75,570	79,362	83,274	86,106	89,064	92,352	95,094	98,418	101,774	105,162	108,582	112,034	115,522	119,036	122,574	126,136	129,722	133,334	136,970	140,622
F4B ANNUAL	5,412.00	5,717.00	6,006.00	6,297.50	6,613.50	6,939.50	7,175.50	7,422.00	7,696.00	7,924.50	8,201.50	8,478.50	8,755.50	9,032.50	9,309.50	9,586.50	9,863.50	10,140.50	10,417.50	10,694.50	10,971.50	11,248.50	11,525.50
F5 ANNUAL	68,208	72,042	75,672	79,368	83,346	87,456	90,426	93,540	96,990	99,858	103,356	106,890	110,458	114,052	117,672	121,322	124,998	128,700	132,428	136,182	139,962	143,768	147,600
F5B ANNUAL	5,684.00	6,003.50	6,306.00	6,614.00	6,945.50	7,288.00	7,535.50	7,795.00	8,082.50	8,321.50	8,613.00	8,904.00	9,194.00	9,484.00	9,774.00	10,064.00	10,354.00	10,644.00	10,934.00	11,224.00	11,514.00	11,804.00	12,094.00
F6 ANNUAL	69,840	73,764	77,490	81,264	85,326	89,544	92,580	95,778	99,288	102,252	105,822	109,422	113,054	116,718	120,414	124,142	127,902	131,692	135,514	139,366	143,242	147,142	151,066
F6B ANNUAL	5,820.00	6,147.00	6,457.50	6,772.00	7,110.50	7,462.00	7,715.00	7,981.50	8,274.00	8,521.00	8,818.50	9,114.00	9,408.00	9,702.00	9,996.00	10,290.00	10,584.00	10,878.00	11,172.00	11,466.00	11,760.00	12,054.00	12,348.00
F7 ANNUAL	66,210	69,972	73,506	77,076	80,922	84,972	87,804	90,900	94,200	96,960	100,338	103,792	107,274	110,782	114,318	117,882	121,462	125,066	128,692	132,340	136,010	139,702	143,416
F7B ANNUAL	5,517.50	5,831.00	6,125.50	6,423.00	6,743.50	7,081.00	7,317.00	7,575.00	7,850.00	8,080.00	8,361.50	8,642.00	8,922.00	9,202.00	9,482.00	9,762.00	10,042.00	10,322.00	10,602.00	10,882.00	11,162.00	11,442.00	11,722.00
F8 ANNUAL	69,534	73,476	77,190	80,922	84,996	89,232	92,232	95,466	98,934	101,808	105,378	108,974	112,594	116,238	119,906	123,600	127,326	131,074	134,846	138,642	142,462	146,306	150,174
F8B ANNUAL	5,794.50	6,123.00	6,432.50	6,743.50	7,083.00	7,436.00	7,686.00	7,955.50	8,244.50	8,484.00	8,781.50	9,078.00	9,374.00	9,670.00	9,966.00	10,262.00	10,558.00	10,854.00	11,150.00	11,446.00	11,742.00	12,038.00	12,334.00
F9 ANNUAL	71,190	75,228	79,020	82,878	87,018	91,362	94,428	97,740	101,292	104,250	107,892	111,594	115,354	119,174	123,054	126,996	130,998	135,062	139,188	143,376	147,526	151,646	155,838
F9B ANNUAL	5,932.50	6,269.00	6,585.00	6,906.50	7,251.50	7,613.50	7,869.00	8,145.00	8,441.00	8,687.50	8,991.00	9,294.00	9,596.00	9,898.00	10,200.00	10,502.00	10,804.00	11,106.00	11,408.00	11,710.00	12,012.00	12,314.00	12,616.00
F10 ANNUAL	73,938	77,604	81,558	85,698	89,904	94,362	97,494	100,554	103,788	107,136	110,538	113,992	117,498	121,046	124,636	128,262	131,924	135,612	139,334	143,090	146,872	150,680	154,514
F10B ANNUAL	6,161.50	6,467.00	6,796.50	7,141.50	7,492.00	7,863.50	8,124.50	8,379.50	8,649.00	8,928.00	9,196.50	9,465.00	9,734.00	10,002.00	10,270.00	10,538.00	10,806.00	11,074.00	11,342.00	11,610.00	11,878.00	12,146.00	12,414.00
F11 ANNUAL	77,652	81,498	85,650	89,988	94,428	99,102	102,390	105,606	108,996	112,530	115,896	119,396	122,922	126,480	130,072	133,698	137,356	141,046	144,768	148,522	152,302	156,106	159,934
F11B ANNUAL	6,471.00	6,791.50	7,137.50	7,499.00	7,869.00	8,258.50	8,532.50	8,800.50	9,083.00	9,377.50	9,658.00	9,938.00	10,218.00	10,498.00	10,778.00	11,058.00	11,338.00	11,618.00	11,898.00	12,178.00	12,458.00	12,738.00	13,018.00
F12 ANNUAL	79,512	83,442	87,690	92,130	96,672	101,472	104,838	108,108	111,594	115,212	118,656	122,136	125,652	129,210	132,802	136,426	140,082	143,762	147,474	151,218	154,994	158,794	162,618
F12B ANNUAL	6,626.00	6,953.50	7,307.50	7,677.50	8,056.00	8,456.00	8,736.50	9,009.00	9,299.50	9,601.00	9,888.00	10,174.00	10,460.00	10,746.00	11,032.00	11,318.00	11,604.00	11,890.00	12,176.00	12,462.00	12,748.00	13,034.00	13,320.00
F13 ANNUAL	83,652	87,786	92,112	96,750	101,544	106,698	109,914	113,298	116,742	120,312	123,348	126,954	130,596	134,274	137,986	141,732	145,512	149,326	153,174	157,054	160,966	164,902	168,862
F13B ANNUAL	6,971.00	7,315.50	7,676.00	8,062.50	8,462.00	8,891.50	9,159.50	9,441.50	9,728.50	10,026.00	10,279.00	10,530.00	10,780.00	11,030.00	11,280.00	11,530.00	11,780.00	12,030.00	12,280.00	12,530.00	12,780.00	13,030.00	13,280.00
F14 ANNUAL	87,840	92,196	96,732	101,616	106,650	112,056	115,440	118,998	122,610	126,360	129,534	133,242	136,986	140,766	144,582	148,434	152,322	156,246	160,206	164,202	168,234	172,298	176,386
F14B ANNUAL	7,320.00	7,683.00	8,061.00	8,468.00	8,887.50	9,338.00	9,620.00	9,916.50	10,217.50	10,530.00	10,794.50	11,058.00	11,322.00	11,586.00	11,850.00	12,114.00	12,378.00	12,642.00	12,906.00	13,170.00	13,434.00	13,698.00	13,962.00
F15 ANNUAL	89,952	94,404	99,048	104,034	109,188	114,738	118,188	121,830	125,526	129,266	133,042	136,854	140,692	144,566	148,474	152,416	156,390	160,402	164,442	168,510	172,602	176,726	180,874
F15B ANNUAL	7,496.00	7,867.00	8,254.00	8,669.50	9,099.00	9,561.50	9,849.00	10,152.50	10,460.50	10,780.50	11,102.50	11,426.00	11,750.00	12,074.00	12,402.00	12,730.00	13,058.00	13,386.00	13,714.00	14,042.00	14,370.00	14,698.00	15,026.00
F16 ANNUAL	92,112	96,750	101,544	106,698	111,972	117,474	120,846	124,254	127,704	131,508	134,892	138,312	141,766	145,250	148,764	152,306	155,882	159,492	163,134	166,806	170,510	174,246	178,014
F16B ANNUAL	7,676.00	8,062.50	8,462.00	8,891.50	9,331.00	9,789.50	10,070.50	10,354.50	10,642.00	10,934.00	11,226.00	11,518.00	11,810.00	12,102.00	12,394.00	12,686.00	12,978.00	13,270.00	13,562.00	13,854.00	14,146.00	14,438.00	14,730.00
F17 ANNUAL	96,732	101,616	106,650	112,056	117,600	123,378	126,906	130,500	134,118	137,766	141,446	145,158	148,902	152,678	156,486	160,326	164,198	168,102	172,038	176,000	180,000	184,026	188,078
F17B ANNUAL	8,061.00	8,468.00	8,887.50	9,338.00	9,800.00	10,281.50	10,575.50	10,875.00	11,176.50	11,478.00	11,779.50	12,081.00	12,382.00	12,684.00	12,986.00	13,288.00	13,590.00	13,892.00	14,194.00	14,496.00	14,798.00	15,100.00	15,402.00
F18 ANNUAL	99,048	104,034	109,188	114,738	120,402	126,324	129,936	133,620	137,316	141,408	144,258	148,074	151,954	155,858	159,786	163,738	167,714	171,714	175,736	179,780	183,846	187,934	192,046
F18B ANNUAL	8,254.00	8,669.50	9,099.00	9,561.50	10,033.50	10,527.00	10,828.00	11,135.00	11,443.00	11,750.00	12,058.												

Salary Schedule for Uniformed Fire Department Positions

Effective January 1, 2014

CLASS GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11	
	FIRST 12 MONTHS	AFTER 12 MONTHS	FIRST 12 MONTHS	AFTER 12 MONTHS	FIRST 18 MONTHS	AFTER 18 MONTHS	FIRST 30 MONTHS	AFTER 30 MONTHS	FIRST 42 MONTHS	AFTER 42 MONTHS	FIRST 54 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
F1 ANNUAL MONTHLY	53,580	65,292	68,994	72,570	76,140	79,980	82,788	85,662	89,124	92,100	95,814	99,642	103,128	107,940	110,052	112,566	115,566	119,076	122,718	125,814	129,484	132,126
F1B ANNUAL MONTHLY	4,465.00	5,441.00	5,749.50	6,047.50	6,345.00	6,665.00	6,899.00	7,138.50	7,427.00	7,675.00	7,984.50	8,303.50	8,634.50	8,979.50	9,330.00	9,696.00	10,078.00	10,475.00	10,888.00	11,316.00	11,760.00	12,220.00
F2 ANNUAL MONTHLY	56,274	68,586	72,468	76,194	79,962	84,000	86,940	89,964	93,588	97,314	100,734	104,298	107,984	111,052	114,082	117,750	121,380	125,064	128,886	132,126	135,276	138,212
F2 ANNUAL MONTHLY	4,689.50	5,715.50	6,039.00	6,349.50	6,663.50	7,000.00	7,245.00	7,497.00	7,799.00	8,109.50	8,394.50	8,696.00	9,016.00	9,354.00	9,700.00	10,052.00	10,410.00	10,778.00	11,156.00	11,544.00	11,942.00	12,350.00
F3 ANNUAL MONTHLY	66,774	70,200	74,190	78,024	81,876	85,998	89,016	92,100	95,814	99,642	103,128	107,940	111,052	114,082	117,750	121,380	125,064	128,886	132,126	135,276	138,212	141,188
F3 ANNUAL MONTHLY	5,564.50	5,850.00	6,182.50	6,502.00	6,823.00	7,166.50	7,418.00	7,675.00	7,984.50	8,303.50	8,634.50	8,979.50	9,330.00	9,696.00	10,078.00	10,475.00	10,888.00	11,316.00	11,760.00	12,220.00	12,696.00	13,188.00
F3B ANNUAL MONTHLY	66,240	69,978	73,512	77,082	80,952	84,942	87,828	90,846	94,200	97,996	100,386	103,128	107,940	111,052	114,082	117,750	121,380	125,064	128,886	132,126	135,276	138,212
F3B ANNUAL MONTHLY	5,520.00	5,831.50	6,126.00	6,423.50	6,746.00	7,078.50	7,319.00	7,570.50	7,850.00	8,083.00	8,365.50	8,651.50	8,942.00	9,238.00	9,539.00	9,844.00	10,154.00	10,468.00	10,786.00	11,108.00	11,434.00	11,764.00
F3P ANNUAL MONTHLY	69,570	73,482	77,184	80,958	85,014	89,208	92,232	95,412	98,928	101,856	105,426	109,032	112,566	116,114	119,684	123,274	126,884	130,514	134,164	137,834	141,524	145,234
F3P ANNUAL MONTHLY	5,797.50	6,123.50	6,432.00	6,746.50	7,084.50	7,434.00	7,686.00	7,951.00	8,244.00	8,568.00	8,916.00	9,268.00	9,624.00	9,984.00	10,348.00	10,720.00	11,098.00	11,482.00	11,872.00	12,268.00	12,670.00	13,078.00
F3A ANNUAL MONTHLY	71,238	75,240	79,038	82,890	87,030	91,332	94,434	97,692	101,274	104,298	107,940	111,052	114,082	117,750	121,380	125,064	128,886	132,126	135,276	138,212	141,188	144,188
F3A ANNUAL MONTHLY	5,936.50	6,270.00	6,586.50	6,907.50	7,252.50	7,611.00	7,869.50	8,141.00	8,439.50	8,751.50	9,078.50	9,420.00	9,776.00	10,138.00	10,504.00	10,874.00	11,248.00	11,626.00	12,008.00	12,394.00	12,784.00	13,178.00
F4 ANNUAL MONTHLY	67,536	71,370	74,976	78,618	82,542	86,670	89,562	92,718	96,084	98,988	102,342	105,684	109,032	112,566	116,114	119,684	123,274	126,884	130,514	134,164	137,834	141,524
F4 ANNUAL MONTHLY	5,628.00	5,947.50	6,248.00	6,551.50	6,878.50	7,222.50	7,463.50	7,726.50	8,007.00	8,241.50	8,528.50	8,819.00	9,114.00	9,412.00	9,714.00	10,020.00	10,330.00	10,644.00	10,962.00	11,284.00	11,610.00	11,940.00
F4B ANNUAL MONTHLY	70,926	74,946	78,732	82,542	86,694	91,014	94,074	97,374	100,914	103,842	107,484	110,952	114,082	117,750	121,380	125,064	128,886	132,126	135,276	138,212	141,188	144,188
F4B ANNUAL MONTHLY	5,910.50	6,245.50	6,561.00	6,878.50	7,224.50	7,584.50	7,839.50	8,114.50	8,409.50	8,653.50	8,957.00	9,266.00	9,578.00	9,894.00	10,214.00	10,538.00	10,866.00	11,198.00	11,534.00	11,874.00	12,218.00	12,566.00
F4P ANNUAL MONTHLY	72,612	76,734	80,598	84,534	88,758	93,192	96,318	99,696	103,320	106,338	110,052	113,826	117,516	121,032	124,566	128,114	131,684	135,274	138,884	142,514	146,164	149,834
F4P ANNUAL MONTHLY	6,051.00	6,394.50	6,716.50	7,044.50	7,396.50	7,766.00	8,026.50	8,308.00	8,610.00	8,911.00	9,216.00	9,524.00	9,836.00	10,152.00	10,472.00	10,796.00	11,124.00	11,456.00	11,792.00	12,132.00	12,476.00	12,824.00
F5 ANNUAL MONTHLY	75,414	79,158	83,190	87,414	91,704	96,252	99,444	102,564	105,864	109,278	112,566	115,866	119,076	122,718	125,814	129,484	132,126	135,276	138,212	141,188	144,188	147,188
F5 ANNUAL MONTHLY	6,284.50	6,596.50	6,932.50	7,284.50	7,642.00	8,021.00	8,287.00	8,547.00	8,822.00	9,106.50	9,380.50	9,654.00	9,928.00	10,202.00	10,476.00	10,750.00	11,024.00	11,298.00	11,572.00	11,846.00	12,120.00	12,394.00
F5B ANNUAL MONTHLY	79,206	83,130	87,366	91,788	96,318	101,082	104,436	107,718	111,174	114,780	118,212	121,718	125,214	128,718	132,214	135,718	139,214	142,718	146,214	149,718	153,214	156,718
F5B ANNUAL MONTHLY	6,600.50	6,927.50	7,280.50	7,649.00	8,026.50	8,423.50	8,703.00	8,976.50	9,264.50	9,555.00	9,851.00	10,152.00	10,458.00	10,768.00	11,082.00	11,398.00	11,716.00	12,038.00	12,364.00	12,694.00	13,028.00	13,366.00
F4P ANNUAL MONTHLY	81,102	85,110	89,442	93,972	98,604	103,500	106,932	110,268	113,826	117,516	121,032	124,566	128,114	131,684	135,274	138,884	142,514	146,164	149,834	153,514	157,214	160,934
F4P ANNUAL MONTHLY	6,758.50	7,092.50	7,453.50	7,831.00	8,217.00	8,625.00	8,911.00	9,189.00	9,485.50	9,793.00	10,102.00	10,414.00	10,730.00	11,050.00	11,374.00	11,702.00	12,034.00	12,370.00	12,710.00	13,054.00	13,402.00	13,754.00
F5 ANNUAL MONTHLY	85,326	89,544	93,954	98,688	103,572	108,834	112,110	115,566	119,076	122,718	125,814	129,484	132,126	135,276	138,212	141,188	144,188	147,188	150,188	153,188	156,188	159,188
F5 ANNUAL MONTHLY	7,110.50	7,462.00	7,829.50	8,224.00	8,631.00	9,069.50	9,342.50	9,630.50	9,923.00	10,226.50	10,534.00	10,846.00	11,162.00	11,482.00	11,806.00	12,134.00	12,466.00	12,802.00	13,142.00	13,486.00	13,834.00	14,186.00
F5B ANNUAL MONTHLY	89,598	94,038	98,664	103,650	108,786	114,300	117,750	121,380	125,064	128,886	132,126	135,276	138,212	141,188	144,188	147,188	150,188	153,188	156,188	159,188	162,188	165,188
F5B ANNUAL MONTHLY	7,466.50	7,836.50	8,222.00	8,637.50	9,065.50	9,525.00	9,812.50	10,115.00	10,422.00	10,734.00	11,050.00	11,370.00	11,694.00	12,022.00	12,354.00	12,690.00	13,030.00	13,374.00	13,722.00	14,074.00	14,430.00	14,790.00
F5P ANNUAL MONTHLY	91,752	96,294	101,028	106,116	111,372	117,030	120,552	124,266	128,034	131,952	135,926	139,954	143,954	147,954	151,954	155,954	159,954	163,954	167,954	171,954	175,954	179,954
F5P ANNUAL MONTHLY	7,646.00	8,024.50	8,419.00	8,843.00	9,281.00	9,752.50	10,046.00	10,355.50	10,669.50	10,989.50	11,314.00	11,642.00	11,974.00	12,310.00	12,650.00	12,994.00	13,342.00	13,694.00	14,050.00	14,410.00	14,774.00	15,142.00
F6 ANNUAL MONTHLY	93,954	98,688	103,572	108,834	114,210	119,826	123,264	126,738	130,260	133,834	137,464	141,054	144,604	148,114	151,684	155,214	158,714	162,214	165,714	169,214	172,714	176,214
F6 ANNUAL MONTHLY	7,829.50	8,224.00	8,631.00	9,069.50	9,517.50	9,985.50	10,272.00	10,561.50	10,854.00	11,150.00	11,450.00	11,754.00	12,062.00	12,374.00	12,690.00	13,010.00	13,334.00	13,662.00	13,994.00	14,330.00	14,670.00	15,014.00
F6B ANNUAL MONTHLY	98,664	103,650	108,786	114,300	119,952	125,844	129,444	133,110	136,800	140,514	144,274	148,084	151,844	155,604	159,364	163,124	166,884	170,644	174,404	178,164	181,924	185,684
F6B ANNUAL MONTHLY	8,222.00	8,637.50	9,065.50	9,525.00	9,996.00	10,487.00	10,787.00	11,092.50	11,402.00	11,716.00	12,034.00	12,356.00	12,682.00	13,012.00	13,346.00	13,684.00	14,026.00	14,372.00	14,722.00	15,076.00	15,434.00	15,796.00
F6P ANNUAL MONTHLY	101,028	106,116	111,372	117,030	122,808	128,850	132,534	136,290	140,064	143,834	147,604	151,374	155,144	158,914	162,684	166,454	170,224	174,004	177,784	181,564	185,344	189,124
F6P ANNUAL MONTHLY	8,419.00	8,843.00	9,281.00	9,752.50	10,234.00	10,737.50	11,044.50	11,357.50	11,672.00	12,000.00	12,330.00	12,662.00	12,996.00	13,332.00	13,670.00	14,010.00	14,352.00	14,696.00	15,042.00	15,390.00	15,740.00	16,092.00

## Salary Schedule for Uniformed Fire Department Positions

Effective January 1, 2015

CLASS GRADE	STEP 1 FIRST 12 MONTHS	STEP 2 AFTER 12 MONTHS	STEP 3 AFTER 18 MONTHS	STEP 4 AFTER 30 MONTHS	STEP 5 AFTER 42 MONTHS	STEP 6 AFTER 54 MONTHS	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
							AFTER 10 YRS. OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS. SVC BEFORE 1/1/2006
F1 ANNUAL MONTHLY	54,114	65,946	69,684	73,296	76,902	80,778	83,616	86,520	90,018	93,594	96,864
F1B ANNUAL MONTHLY	4,509.50	5,495.50	5,807.00	6,108.00	6,408.50	6,731.50	6,968.00	7,210.00	7,501.50	7,799.50	8,072.00
F2 ANNUAL MONTHLY	57,402	69,960	73,920	77,718	81,564	85,680	88,680	91,764	95,460	99,258	102,750
F2B ANNUAL MONTHLY	4,783.50	5,830.00	6,160.00	6,476.50	6,797.00	7,140.00	7,390.00	7,647.00	7,955.00	8,271.50	8,562.50
F3 ANNUAL MONTHLY	68,112	71,604	75,672	79,584	83,514	87,720	90,798	93,942	97,728	101,634	105,192
F3B ANNUAL MONTHLY	5,676.00	5,967.00	6,306.00	6,632.00	6,959.50	7,310.00	7,566.50	7,828.50	8,144.00	8,469.50	8,766.00
F4 ANNUAL MONTHLY	66,900	70,680	74,250	77,850	81,762	85,794	88,704	91,752	95,142	97,968	101,388
F4B ANNUAL MONTHLY	5,575.00	5,890.00	6,187.50	6,487.50	6,813.50	7,149.50	7,392.00	7,646.00	7,928.50	8,164.00	8,449.00
F5 ANNUAL MONTHLY	70,962	74,952	78,726	82,578	86,712	90,990	94,074	97,320	100,908	103,896	107,532
F5B ANNUAL MONTHLY	5,913.50	6,246.00	6,560.50	6,881.50	7,226.00	7,582.50	7,839.50	8,110.00	8,409.00	8,658.00	8,961.00
F6 ANNUAL MONTHLY	72,660	76,746	80,616	84,546	88,770	93,156	96,324	99,648	103,302	106,386	110,100
F6B ANNUAL MONTHLY	6,055.00	6,395.50	6,718.00	7,045.50	7,397.50	7,763.00	8,027.00	8,304.00	8,608.50	8,865.50	9,175.00
F7 ANNUAL MONTHLY	68,214	72,084	75,726	79,404	83,370	87,534	90,456	93,648	97,044	99,888	103,368
F7B ANNUAL MONTHLY	5,684.50	6,007.00	6,310.50	6,617.00	6,947.50	7,294.50	7,538.00	7,804.00	8,087.00	8,324.00	8,614.00
F8 ANNUAL MONTHLY	72,342	76,446	80,304	84,192	88,428	92,832	95,958	99,324	102,930	105,918	109,632
F8B ANNUAL MONTHLY	6,028.50	6,370.50	6,692.00	7,016.00	7,369.00	7,736.00	7,996.50	8,277.00	8,577.50	8,826.50	9,136.00
F9 ANNUAL MONTHLY	74,064	78,270	82,212	86,226	90,534	95,058	98,244	101,688	105,384	108,462	112,254
F9B ANNUAL MONTHLY	6,172.00	6,522.50	6,851.00	7,185.50	7,544.50	7,921.50	8,187.00	8,474.00	8,782.00	9,038.50	9,354.50
F10 ANNUAL MONTHLY	76,170	79,950	84,024	88,290	92,622	97,212	100,440	103,590	106,920	110,370	113,694
F10B ANNUAL MONTHLY	6,347.50	6,662.50	7,002.00	7,357.50	7,718.50	8,101.00	8,370.00	8,632.50	8,910.00	9,197.50	9,474.50
F11 ANNUAL MONTHLY	80,790	84,792	89,112	93,624	98,244	103,104	106,524	109,872	113,400	117,078	120,576
F11B ANNUAL MONTHLY	6,732.50	7,066.00	7,426.00	7,802.00	8,187.00	8,592.00	8,877.00	9,156.00	9,450.00	9,756.50	10,048.00
F12 ANNUAL MONTHLY	82,722	86,814	91,230	95,850	100,578	105,570	109,068	112,476	116,100	119,868	123,450
F12B ANNUAL MONTHLY	6,893.50	7,234.50	7,602.50	7,987.50	8,381.50	8,797.50	9,089.00	9,373.00	9,675.00	9,989.00	10,287.50
F13 ANNUAL MONTHLY	86,178	90,438	94,896	99,672	104,610	109,920	113,232	116,724	120,264	123,948	127,074
F13B ANNUAL MONTHLY	7,181.50	7,536.50	7,908.00	8,306.00	8,717.50	9,160.00	9,436.00	9,727.00	10,022.00	10,329.00	10,589.50
F14 ANNUAL MONTHLY	91,392	95,916	100,638	105,726	110,964	116,586	120,108	123,810	127,566	131,466	134,766
F14B ANNUAL MONTHLY	7,616.00	7,993.00	8,386.50	8,810.50	9,247.00	9,715.50	10,009.00	10,317.50	10,630.50	10,955.50	11,230.50
F15 ANNUAL MONTHLY	93,588	98,220	103,050	108,240	113,598	119,370	122,964	126,750	130,596	134,592	137,982
F15B ANNUAL MONTHLY	7,799.00	8,185.00	8,587.50	9,020.00	9,466.50	9,947.50	10,247.00	10,562.50	10,883.00	11,216.00	11,498.50
F16 ANNUAL MONTHLY	94,896	99,672	104,610	109,920	115,350	121,026	124,494	128,004	131,562	135,480	138,222
F16B ANNUAL MONTHLY	7,908.00	8,306.00	8,717.50	9,160.00	9,612.50	10,085.50	10,374.50	10,667.00	10,963.50	11,290.00	11,518.50
F17 ANNUAL MONTHLY	100,638	105,726	110,964	116,586	122,352	128,358	132,030	135,774	139,536	143,682	146,586
F17B ANNUAL MONTHLY	8,386.50	8,810.50	9,247.00	9,715.50	10,196.00	10,696.50	11,002.50	11,314.50	11,628.00	11,973.50	12,215.50
F18 ANNUAL MONTHLY	103,050	108,240	113,598	119,370	125,262	131,430	135,186	139,014	142,866	147,120	150,084
F18B ANNUAL MONTHLY	8,587.50	9,020.00	9,466.50	9,947.50	10,438.50	10,952.50	11,265.50	11,584.50	11,905.50	12,260.00	12,507.00



CLASS GRADE	Salary Schedule for Uniformed Fire Department Positions										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
	FIRST 12 MONTHS	AFTER 12 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE
F1 ANNUAL MONTHLY	55,746	67,938	71,790	75,510	79,224	83,220	86,142	89,130	92,736	96,420	99,786
F1B ANNUAL MONTHLY	4,645.50	5,661.50	5,982.50	6,292.50	6,602.00	6,935.00	7,178.50	7,427.50	7,728.00	8,035.00	8,315.50
F2 ANNUAL MONTHLY	59,136	72,078	76,152	80,070	84,030	88,266	91,362	94,536	98,340	102,252	105,852
F3 ANNUAL MONTHLY	4,928.00	6,006.50	6,346.00	6,672.50	7,002.50	7,355.50	7,613.50	7,878.00	8,195.00	8,521.00	8,821.00
F3B ANNUAL MONTHLY	70,170	73,764	77,958	81,990	86,034	90,366	93,540	96,780	100,680	104,700	108,366
F3P ANNUAL MONTHLY	5,847.50	6,147.00	6,496.50	6,832.50	7,169.50	7,530.50	7,795.00	8,065.00	8,390.00	8,725.00	9,030.50
F4 ANNUAL MONTHLY	68,922	72,816	76,494	80,202	84,228	88,386	91,386	94,524	98,016	100,926	104,448
F4B ANNUAL MONTHLY	5,743.50	6,068.00	6,374.50	6,683.50	7,019.00	7,365.50	7,615.50	7,877.00	8,168.00	8,410.50	8,704.00
F4P ANNUAL MONTHLY	73,104	77,214	81,102	85,074	89,334	93,738	96,918	100,260	103,956	107,034	110,778
F5 ANNUAL MONTHLY	6,092.00	6,434.50	6,758.50	7,089.50	7,444.50	7,811.50	8,076.50	8,355.00	8,663.00	8,919.50	9,231.50
F5B ANNUAL MONTHLY	74,856	79,062	83,046	87,102	91,452	95,970	99,234	102,654	106,422	109,596	113,430
F5P ANNUAL MONTHLY	6,238.00	6,588.50	6,920.50	7,258.50	7,621.00	7,997.50	8,269.50	8,554.50	8,868.50	9,133.00	9,452.50
F6 ANNUAL MONTHLY	70,278	74,262	78,012	81,798	85,890	90,180	93,192	96,474	99,978	102,900	106,488
F6B ANNUAL MONTHLY	5,856.50	6,188.50	6,501.00	6,816.50	7,157.50	7,515.00	7,766.00	8,039.50	8,331.50	8,575.00	8,874.00
F6P ANNUAL MONTHLY	74,532	78,750	82,728	86,730	91,098	95,640	98,856	102,324	106,044	109,122	112,944
F7 ANNUAL MONTHLY	6,211.00	6,562.50	6,894.00	7,227.50	7,591.50	7,970.00	8,238.00	8,527.00	8,837.00	9,093.50	9,412.00
F7B ANNUAL MONTHLY	76,296	80,634	84,696	88,830	93,270	97,926	101,214	104,754	108,570	111,738	115,644
F7P ANNUAL MONTHLY	6,358.00	6,719.50	7,058.00	7,402.50	7,772.50	8,160.50	8,434.50	8,729.50	9,047.50	9,311.50	9,637.00
F8 ANNUAL MONTHLY	78,468	82,362	86,562	90,954	95,418	100,146	103,470	106,722	110,148	113,706	117,126
F8B ANNUAL MONTHLY	6,539.00	6,863.50	7,213.50	7,579.50	7,951.50	8,345.50	8,622.50	8,893.50	9,179.00	9,475.50	9,760.50
F8P ANNUAL MONTHLY	83,232	87,348	91,806	96,450	101,214	106,218	109,746	113,190	116,826	120,612	124,218
F9 ANNUAL MONTHLY	6,936.00	7,279.00	7,650.50	8,037.50	8,434.50	8,851.50	9,145.50	9,432.50	9,735.50	10,051.00	10,351.50
F9B ANNUAL MONTHLY	85,224	89,436	93,984	98,748	103,620	108,756	112,362	115,872	119,610	123,492	127,182
F9P ANNUAL MONTHLY	7,102.00	7,453.00	7,832.00	8,229.00	8,635.00	9,063.00	9,363.50	9,656.00	9,967.50	10,291.00	10,598.50
F10 ANNUAL MONTHLY	88,782	93,168	97,758	102,684	107,766	113,238	116,652	120,252	123,894	127,692	130,914
F10B ANNUAL MONTHLY	7,398.50	7,764.00	8,146.50	8,557.00	8,980.50	9,436.50	9,721.00	10,021.00	10,324.50	10,641.00	10,909.50
F10P ANNUAL MONTHLY	94,152	98,814	103,680	108,918	114,318	120,108	123,732	127,548	131,418	135,438	138,840
F11 ANNUAL MONTHLY	7,846.00	8,234.50	8,640.00	9,076.50	9,526.50	10,009.00	10,311.00	10,629.00	10,951.50	11,286.50	11,570.00
F11B ANNUAL MONTHLY	96,414	101,190	106,164	111,504	117,024	122,976	126,678	130,578	134,544	138,654	142,152
F11P ANNUAL MONTHLY	8,034.50	8,432.50	8,847.00	9,292.00	9,752.00	10,248.00	10,556.50	10,881.50	11,212.00	11,554.50	11,846.00
F12 ANNUAL MONTHLY	97,758	102,684	107,766	113,238	118,830	124,680	128,250	131,868	135,534	139,572	142,392
F12B ANNUAL MONTHLY	8,146.50	8,557.00	8,980.50	9,436.50	9,902.50	10,390.00	10,687.50	10,989.00	11,294.50	11,631.00	11,866.00
F12P ANNUAL MONTHLY	103,680	108,918	114,318	120,108	126,048	132,234	136,020	139,872	143,754	148,020	151,014
F13 ANNUAL MONTHLY	8,640.00	9,076.50	9,526.50	10,009.00	10,504.00	11,019.50	11,335.00	11,656.00	11,979.50	12,335.00	12,584.50
F13B ANNUAL MONTHLY	106,164	111,504	117,024	122,976	129,048	135,396	139,266	143,214	147,180	151,560	154,614
F13P ANNUAL MONTHLY	8,847.00	9,292.00	9,752.00	10,248.00	10,754.00	11,283.00	11,605.50	11,934.50	12,265.00	12,630.00	12,884.50

CLASS GRADE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		STEP 11										
		FIRST 12 MONTHS	AFTER 12 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS BEFORE 1/1/2006	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS BEFORE 1/1/2006	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS BEFORE 1/1/2006	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS BEFORE 1/1/2006					
F1	ANNUAL MONTHLY	56,304	68,616	72,510	76,266	80,016	84,054	87,006	90,024	93,666	97,386	100,782	87,006	90,024	93,666	97,386	100,782	87,250.50	90,024	93,666	97,386	100,782	87,250.50	90,024	93,666	97,386	100,782	87,250.50	90,024	93,666	97,386	100,782
F1B	ANNUAL MONTHLY	4,692.00	5,718.00	6,042.50	6,355.50	6,668.00	7,004.50	7,250.50	7,502.00	7,805.50	8,115.50	8,398.50	7,250.50	7,502.00	7,805.50	8,115.50	8,398.50	7,250.50	7,502.00	7,805.50	8,115.50	8,398.50	7,250.50	7,502.00	7,805.50	8,115.50	8,398.50	7,250.50	7,502.00	7,805.50	8,115.50	8,398.50
F2	ANNUAL MONTHLY	59,730	72,798	76,914	80,868	84,870	89,148	92,274	95,484	99,324	103,272	106,908	92,274	95,484	99,324	103,272	106,908	92,689.50	95,484	99,324	103,272	106,908	92,689.50	95,484	99,324	103,272	106,908	92,689.50	95,484	99,324	103,272	106,908
F3	ANNUAL MONTHLY	70,872	84,502	88,738	92,812	96,892	101,272	104,476	107,746	111,688	115,750	119,452	104,476	107,746	111,688	115,750	119,452	104,873.00	107,746	111,688	115,750	119,452	104,873.00	107,746	111,688	115,750	119,452	104,873.00	107,746	111,688	115,750	119,452
F3B	ANNUAL MONTHLY	69,612	83,542	87,256	91,006	94,668	98,268	101,298	104,262	107,494	110,694	114,564	101,298	104,262	107,494	110,694	114,564	101,691.50	104,262	107,494	110,694	114,564	101,691.50	104,262	107,494	110,694	114,564	101,691.50	104,262	107,494	110,694	114,564
F3P	ANNUAL MONTHLY	73,836	88,988	93,912	98,926	103,228	107,889.50	111,575.00	115,262.00	118,949.50	122,637.00	126,324.00	111,575.00	115,262.00	118,949.50	122,637.00	126,324.00	111,857.50	115,262.00	118,949.50	122,637.00	126,324.00	111,857.50	115,262.00	118,949.50	122,637.00	126,324.00	111,857.50	115,262.00	118,949.50	122,637.00	126,324.00
F3A	ANNUAL MONTHLY	75,606	91,854	96,874	102,972	108,364	114,262.00	119,975.00	125,678.00	131,371.00	137,064.00	142,757.00	119,975.00	125,678.00	131,371.00	137,064.00	142,757.00	119,122.00	125,678.00	131,371.00	137,064.00	142,757.00	119,122.00	125,678.00	131,371.00	137,064.00	142,757.00	119,122.00	125,678.00	131,371.00	137,064.00	142,757.00
F3AB	ANNUAL MONTHLY	70,980	87,006	92,792	98,614	104,748	110,880	116,422	122,350	128,278	134,206	140,134	116,422	122,350	128,278	134,206	140,134	116,843.50	122,350	128,278	134,206	140,134	116,843.50	122,350	128,278	134,206	140,134	116,843.50	122,350	128,278	134,206	140,134
F3AP	ANNUAL MONTHLY	75,276	92,536	99,556	106,600	113,644	120,688	127,732	134,776	141,820	148,864	155,908	127,732	134,776	141,820	148,864	155,908	127,843.50	134,776	141,820	148,864	155,908	127,843.50	134,776	141,820	148,864	155,908	127,843.50	134,776	141,820	148,864	155,908
F4	ANNUAL MONTHLY	77,058	94,854	102,854	110,978	119,222	127,566	135,910	144,254	152,598	160,942	169,286	135,910	144,254	152,598	160,942	169,286	136,320.50	144,254	152,598	160,942	169,286	136,320.50	144,254	152,598	160,942	169,286	136,320.50	144,254	152,598	160,942	169,286
F4B	ANNUAL MONTHLY	79,254	97,884	106,826	115,986	125,372	134,818	144,362	153,906	163,450	172,994	182,538	144,362	153,906	163,450	172,994	182,538	144,519.00	153,906	163,450	172,994	182,538	144,519.00	153,906	163,450	172,994	182,538	144,519.00	153,906	163,450	172,994	182,538
F4P	ANNUAL MONTHLY	84,066	103,330	112,724	122,230	131,846	141,472	151,108	160,744	170,380	180,016	189,652	160,744	170,380	180,016	189,652	199,288	161,844	170,380	180,016	189,652	199,288	161,844	170,380	180,016	189,652	199,288	161,844	170,380	180,016	189,652	199,288
F5	ANNUAL MONTHLY	86,076	106,330	116,326	126,434	136,542	146,650	156,758	166,866	176,974	187,082	197,190	176,974	187,082	197,190	207,298	217,406	178,484	187,082	197,190	207,298	217,406	178,484	187,082	197,190	207,298	217,406	178,484	187,082	197,190	207,298	217,406
F5B	ANNUAL MONTHLY	89,670	110,970	121,478	132,086	142,694	153,302	163,910	174,518	185,126	195,734	206,342	195,734	206,342	216,950	227,558	238,166	199,484	206,342	216,950	227,558	238,166	199,484	206,342	216,950	227,558	238,166	199,484	206,342	216,950	227,558	238,166
F5P	ANNUAL MONTHLY	95,094	117,804	129,712	141,720	153,728	165,736	177,744	189,752	201,760	213,768	225,776	213,768	225,776	237,784	249,792	261,800	221,816	225,776	237,784	249,792	261,800	221,816	225,776	237,784	249,792	261,800	221,816	225,776	237,784	249,792	261,800
F6	ANNUAL MONTHLY	98,736	122,710	136,846	151,032	165,268	179,504	193,740	207,976	222,212	236,448	250,684	236,448	250,684	264,920	279,156	293,392	254,800	250,684	264,920	279,156	293,392	254,800	250,684	264,920	279,156	293,392	254,800	250,684	264,920	279,156	293,392
F6B	ANNUAL MONTHLY	104,718	130,010	145,464	161,010	176,560	192,110	207,660	223,210	238,760	254,310	269,860	254,310	269,860	285,410	300,960	316,510	271,818	269,860	285,410	300,960	316,510	271,818	269,860	285,410	300,960	316,510	271,818	269,860	285,410	300,960	316,510
F6P	ANNUAL MONTHLY	107,226	133,620	149,326	165,132	180,938	196,744	212,550	228,356	244,162	259,968	275,774	259,968	275,774	291,580	307,386	323,192	281,648	275,774	291,580	307,386	323,192	281,648	275,774	291,580	307,386	323,192	281,648	275,774	291,580	307,386	323,192
	ANNUAL MONTHLY	8,935.50	9,385.00	9,849.50	10,350.50	10,861.50	11,396.00	11,721.50	12,054.00	12,387.50	12,756.50	13,013.50	11,721.50	12,054.00	12,387.50	12,756.50	13,013.50	11,721.50	12,054.00	12,387.50	12,756.50	13,013.50	11,721.50	12,054.00	12,387.50	12,756.50	13,013.50	11,721.50	12,054.00	12,387.50	12,756.50	13,013.50



## Appendix G- Equal Opportunity

### Section 1 - Compliance with Court Settlements and Decrees

The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring, promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs.

### Section 2 - Hiring and Recruitment

#### A. Goals

The parties agree that hiring and recruitment programs of the Fire Department shall have as a goal to achieve in the shortest possible time a total force in which approximately thirty percent shall be Black and fifteen percent Hispanic. To this end, the hiring and recruitment programs should aim to assure that at least 45% of all recruits added to the force hereafter shall consist of Blacks and Hispanics. Within 90 days of the effective date of this Agreement the City will publish the initial steps it plans to take to remove all racial inequalities in the Chicago Fire Department.

#### B. Programs

In addition to such other recruiting procedures and programs as the Fire Department may use, the Department will actively advertise for recruits in communities primarily populated by Black and Hispanic residents and will seek the aid of and will cooperate with church and community organizations in such areas.

### Section 3 -- Transfers and Promotions

#### A. Goal

The parties agree that the transfer and promotion policies of the Fire Department shall have, as a goal, the inclusion of Black and Hispanic personnel in all categories and all ranks in order to reach as quickly as is reasonably possible a level as close to 45% as is reasonably achievable.

#### B. Programs

##### 1. Training

All members of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in service training and educational programs as well as opportunity for attendance at

educational institutions, where necessary with adequate arrangements for paid time to permit the individual to participate in such programs.

## 2. Equality of Opportunity

Promotional and transfer opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications, shall be reviewed and any elements which have the effect of discrimination against Blacks or Hispanics shall be eliminated. The Department will take all reasonable steps, by posting and other means, to encourage Black and Hispanic members of the force and applicants for employment to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

## 3. Remedying Past Discrimination

There shall be an immediate review of the status of all Black and Hispanic firefighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and, if so, the facts supporting the conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieve a passing grade in such examinations and otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.

a. Establish of Responsibility for Implementation. The City shall assign a special Department Affirmative Action Officer to assure implementation of the Chicago Fire Department Affirmative Action Plan. The Affirmative Action Officer shall be of equivalent rank as an Assistant Commissioner. It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intra departmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor, initially on a bi-monthly basis for six months, thereafter monthly. The Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the Affirmative Action Plan and shall recommend remedial and corrective action where such is needed. This Officer will serve as a liaison between the City of Chicago and the

Community Advisory Board of the Chicago Fire Department, apprising that body of the progress of the Affirmative Action Plan through periodic reports of areas which need attention and corrective action.

b. Agreement Prohibits Sex Discrimination. Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the same provisions herein recommended shall be applicable for female candidates within the Department.

#### Section 4 – Community Advisory Board

##### A. Composition

The City of Chicago shall invite each of a reasonable number of community and church organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two (2) named by Local 2 of the International Association of Fire Fighters.

##### B. Duties and Powers

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract, reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once a year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks and Hispanic holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions; including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists and other personnel.

EXHIBIT 1: CITY OF CHICAGO HEALTH PLAN

<u>Benefit</u>	<u>PPO<sup>1</sup></u>	<u>PPO w/HRA</u>	<u>HMO</u>
HRA (single/family)	N/A	\$500/\$1,000	N/A
Co-Insurance (in/out of network)	90%/60%	90%/60%	N/A
In-Network Deductible	\$300 per person (eff. 1/1/06) \$350 per person (1/1/07) max of three per family	\$1,000 person \$2,000 family	N/A
Out-of-Network Deductible	\$1,500 per person max of three per family	\$3,500 per person max of three per family	Only available in emergencies.
In-Network OPX	\$1,500 per person \$3000 per family (includes deductible)	\$3,000 per person max of three per family (does not include deductible)	N/A
Out-of-Network OPX	\$3500 per person \$7000 per family	\$11,500 per person \$34,000 per family	Only available in emergencies.
ER Co-Payment	\$100, waived if admitted	\$100, waived if admitted	\$100, waived if admitted
Office Visit Co-Payment	90%/60%	90%/60%	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Pediatric Immunization	See Wellness Benefit	See Wellness Benefit	Covered <sup>2</sup>
Pap Smear/Routine Gynecology	See Wellness Benefit	See Wellness Benefit	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Mammograms	See Wellness Benefit	See Wellness Benefit	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Outpatient Surgery Deductible	90%/60%	90%/60%	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)
Admission Deductible	90%/60%	90%/60%	\$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07)

<sup>1</sup> Participation in the PPO is mandatory for the first 18 months of employment for all newly-hired employees.  
<sup>2</sup> Benefits listed as "covered" under the HMO are not subject to a co-payment unless otherwise indicated.

<u>Benefit</u>	<u>PPO</u>	<u>PPO w/HRA</u>	<u>HMO</u>
Outpatient Laboratory	90%/60%	90%/60%	Covered
Outpatient Radiology	90%/60%	90%/60%	Covered
Physical, Speech, & Occupational Therapy	90%/60% Restoration Only	90%/60% Restoration Only	60 Combined Visits per Calendar Year, Restoration Only
Cardiac Rehabilitation	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36 sessions/year)	90%/60% Cardiac Rehabilitation Services Only in Programs Approved by Claim Administrator (12 weeks or 36 sessions/year)	Covered
Pulmonary Rehabilitation	90%/60%	90%/60%	Covered
Respiratory Therapy	90%/60%	90%/60%	Covered
Restorative Services and Chiropractic Care	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	90%/60% Chiropractic Care Only 20 Per Year, Max 3 Modalities Per Visit	Covered, Requires Referral from Primary Care Physician
Chemotherapy, Radiation and Dialysis	90%/60%	90%/60%	Covered
Outpatient Private Duty Nursing	90%/60%	90%/60%	Covered Requires HMO Approval
Skilled Nursing Care	90%/60%	90%/60%	Covered, Up to 120 Days per Calendar Year
Hospice and Home Health Care	90%/60%	90%/60%	Covered
DME and Prosthetics	90%/60%	90%/60%	Covered
Outpatient Diabetic Education	90%/60% 2 Visits Per Lifetime	90%/60% 2 Visits Per Lifetime	Covered
Routine Foot Care	Not Covered	Not Covered	Not Covered
Fertility Treatment	90%/60%	90%/60%	Available according to HMO guidelines

Benefit	PPO <sup>1</sup>	PPO w/HRA	HMO
Mental Illness and Substance Abuse Care	Inpatient: 90%/60% Outpatient: 80% of \$100 Max Covered Expenses per Session; Only 7 Sessions Covered if Treatment is Not Certified; Max Covered Expenses: \$5,000 Per Year Mental Health and Substance Abuse Max Expenses: Individual: \$37,500/year Individual: \$250,000/lifetime Family: \$500,000/lifetime	Co-Pays for Inpatient and Outpatient Services: \$15.00 Co-Pay (eff. 1/1/06) \$20.00 Co-Pay (eff. 1/1/07) Service Limitations: Inpatient: 30 days/year Outpatient: 30 visits/year	
Hearing Exams and Aids	Hearing Screening Covered in Wellness Benefit. Hearing Aids: Not Covered	Hearing Screening Covered in Wellness Benefit. Hearing Aids: Not Covered	Screening: Covered in Full Hearing Aids: Not Covered
Lifetime Limits	\$1.5 Million Lifetime Limit		No Lifetime Limit
Wellness Benefit	\$600 per year (eff. 1/1/06) Includes: Subject to further review and development, the Wellness Benefit will cover, outside of deductibles: (1) routine exams; (2) immunizations; (3) mammograms, and (4) vision exams, lenses, frames, and contacts. The Wellness Benefit will also provide on-site health assessments. Wellness Benefit is Not Subject to Plan Deductible.	Available according to HMO guidelines	
Prescription Drug Co-Payments	All Plans -- 30 Day Supply Generic Tier 1 \$10.00 Brand Formulary Tier 2 \$30.00 Brand Non-Formulary Tier 3 \$45.00 Brand with Generic Equivalent Generic Co-Payment Plus Cost Difference Between Brand & Generic		

Benefit	PPO	PPO w/HRA	HMO
Prescription Drug Co-Payments		All Plans - 90 Day Supply	
<u>Mail-Order</u>			
(Mandatory Mail Order for Maintenance Drugs)	Generic Tier 1 Brand Formulary Tier 2 Brand Non-Formulary Tier 3 Brand with Generic Equivalent	\$20.00 \$60.00 Not Available Generic Co-Payment Plus Cost Difference Between Brand & Generic	
Dental Plan	Maintain Current PPO and HMO Plans with Changes to Co-Pays and Deductibles According to Attached Schedule		
Vision Plan	Vision Benefits Included in PPO Wellness Benefit and HMOs		
Flexible Spending Account		Add Flexible Spending Account	
Disease Management Program		Add Disease Management Program	

Exhibit 2: City of Chicago Dental Plan<sup>3</sup>

BENEFIT DESIGN	DENTAL HMO PLAN (MUST USE PANEL DENTISTS)		DENTAL PPO PLAN	
	IN NETWORK	OUT OF NETWORK	IN NETWORK	OUT OF NETWORK
Individual Deductible	\$0	\$100 Per Person, Per Year (eff. 1/1/06)	\$200 Per Person, Per Year (eff. 1/1/06)	\$200 Per Person, Per Year (eff. 1/1/06)
Annual Maximum Benefit	Unlimited	\$1200 Per Person		
<b>ORTHODONTIC PROCEDURES (BRACES)</b>				
Braces - Under Age 25 Only	\$2300 Co-Payment	Not Covered		
<b>PREVENTATIVE SERVICES</b>				
Oral Exams (Twice a Year)				
Cleanings (Twice a Year)				
X-Rays (Twice a Year)				
Space Maintainers (Children Under 12)				
	100% Covered in Full \$10 Co-Payment (eff. 1/1/06)	100% Covered in Full No Deductible \$10 Co-Payment (eff. 1/1/06)	Plan Pays 80% of PPO Allowable Amount. Member Pays Balance of Billed Charges. No Deductible.	
<b>BASIC PROCEDURES</b>				
Co-Payments (Member Pays)				
Amalgam (Fillings) - One Surface Permanent	\$18.52 (1/1/06) \$20.20 (1/1/07)			
Resin - One Surface Anterior Including Acid Etch	\$21.80 (1/1/06) \$23.76 (1/1/07)			
Pin Retention (per tooth) in addition to restoration	\$28.34 (1/1/06) \$30.89 (1/1/07)			
Routine Extraction Single Tooth	\$21.80 (1/1/06) \$23.76 (1/1/07)			
		Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.	

<sup>3</sup> Note: This comparison provides only the highlights of the program. Specific details are contained in the plan document booklet. If a conflict arises between this material and any plan provisions, the terms of the actual Plan Documents or other applicable documents will govern in all cases.



	DENTAL HMO PLAN (MUST USE PANEL DENTISTS)	IN NETWORK	OUT OF NETWORK
Surgical Removal of Erupted Tooth	\$41.42 (1/1/06) \$45.15 (1/1/07)		
Surgical Removal of Tooth -- Soft Tissue Impaction	\$53.41 (1/1/06) \$58.22 (1/1/07)		
Surgical Removal of Tooth -- Partial Bony Impaction	\$76.30 (1/1/06) \$83.17 (1/1/07)		
Surgical Removal of Tooth -- Complete Bony Impaction	\$76.30 (1/1/06) \$83.17 (1/1/07)		
Alveoplasty -- Without Extractions -- Per Quadrant	\$88.29 (1/1/06) \$96.24 (1/1/07)		
Scaling and Root Planning -- Per Quadrant with Local Anesthesia	\$41.42 (1/1/06) \$45.15 (1/1/07)		
Gingivectomy or Gingivoplasty -- Per Quadrant	\$167.86 (1/1/06) \$182.97 (1/1/07)		
Gingival Flap Procedure Including Root Planning -- Per Quadrant	\$160.23 (1/1/06) \$174.65 (1/1/07)		
Osseous Surgery, Flap Entry and Closure -- Per Quadrant	\$186.39 (1/1/06) \$203.17 (1/1/07)		
Pulp Capping -- Direct or Indirect	\$14.17 (1/1/06) \$15.45 (1/1/07)		
Root Canal Therapy	(1/1/06) (1/1/07)		
Anterior	\$136.25 \$148.51		
Bicuspid	\$147.15 \$160.39		
Molar	\$197.29 \$215.05		
Apicoectomy (First Root)	\$126.44 (1/1/06) \$137.82 (1/1/07)		
Palliative Treatment	\$15.26 (1/1/06) \$16.63 (1/1/07)		
Limited Occlusion Adjustment	\$23.98 (1/1/06) \$26.14 (1/1/07)		
		Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges After Deductible.

MAJOR RESTORATIVE PROCEDURES	DENTAL HMO PLAN (MUST USE PANEL DENTISTS)	DENTAL PPO PLAN	
		IN NETWORK	OUT OF NETWORK
Inlay – Metallic (One Surface)	\$252.88 (1/1/06) \$275.64 (1/1/07)		
Onlay – Metallic (Three Surfaces)	\$342.26 (1/1/06) \$373.06 (1/1/07)		
Core Buildup Including Pins	\$101.37 (1/1/06) \$110.49 (1/1/07)		
Temporary Crown – With Fractured Tooth (no Charge In Conjunction with Permanent Tooth)	\$68.67 (1/1/06) \$74.85 (1/1/07)		
Crown – Porcelain/Ceramic Substrate	\$353.16 (1/1/06) \$384.94 (1/1/07)		
Crown – Full Cast, Base Metal	\$361.88 (1/1/06) \$394.45 (1/1/07)		
Denture – Complete Upper or Lower	\$444.72 (1/1/06) \$484.74 (1/1/07)		
Lower Denture Reline – Chairside	\$135.16 (1/1/06) \$147.32 (1/1/06)		
		Plan Pays 60% of PPO Allowable. Member Pays 40% of PPO Allowable After Deductible.	Plan Pays 50% of PPO Allowable Amount. Member Pays Balance of Billed Charges, After Deductible.

### Exhibit 3

The City of Chicago Medical Care Plan for Employees ("Plan") shall consist of three coverage plans: (1) a PPO plan ("PPO"); (2) a PPO Plan with a Health Reimbursement Account ("PPO/HRA"); and (3) two HMO plans ("HMO").

#### 1. Modifications to PPO/HRA Plan Alternative

If the PPO/HRA alternative lacks sufficient employee enrollment or is cost prohibitive, the Employer may discontinue that alternative, provided that the Employer provides reasonable prior notice to the Union and an opportunity for those enrolled in the PPO/HRA to enroll in another plan. For this purpose, "reasonable notice" shall be defined as notification in writing of the Employer's intent to discontinue the plan at least ninety (90) days prior to the proposed discontinuation where circumstances are within the City's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances. In addition, in the event that a new health care plan becomes available to the City 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 the Union.

#### 2. Plan Design

##### (a) Network Plans:

- (i) The deductibles, co-insurance and out-of-pocket maximums for the PPO Plan and PPO/HRA Plan are set forth in Exhibit 1 hereto.
- (ii) No change 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:
  - a. The Union shall be notified in writing of the intent to change at least ninety (90) days prior to the proposed change where circumstances are within the City's control. In all other cases, the City will provide the maximum notice as is practicable under the circumstances.
  - b. 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 not be limited to:
    - (1) The affected institutions;
    - (2) The precise reason(s) the action is being contemplated;
    - (3) The numbers of covered participants (employee and/or dependents) receiving in-patient service from such affected facility at the time the notice is given; and

(4) The number of covered participants (employees and/or dependents) receiving in-patient service from such affected facility during the preceding twelve (12) months.

c. The City shall meet within seven (7) calendar days of a request from the Union to discuss the proposed change, shall provide all additional relevant information which is reasonably available, and shall be responsible for such notices to participants as may be reasonably demanded by the Union. 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 10.9, Step 3 within ten (10) days, and both parties shall cooperate to expedite the proceedings.

No change, modification or alteration covered by this subparagraph 2(a)(ii) 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.

- (iii) The PPO/HRA Plan shall have an HRA account for each employee, to be administered by a claim administrator or other third-party administrator to be selected by the Employer with prior notice to the Union. The account shall be credited with \$500.00 per individual and \$1000.00 per family per Plan year. Such amounts must be used for "qualified medical expenses," as defined by the Employer.
- (iv) The PPO and PPO/HRA Plans' wellness benefit with a maximum annual amount of \$600.00 per covered individual shall not be subject to deductibles or co-insurance.
- (v) All newly hired employees after Contract ratification shall be required to participate in the PPO plan for the first eighteen (18) months of employment. These employees shall be eligible to participate in the first open enrollment period following the eighteen (18) month anniversary of their dates of hire.
- (vi) The emergency room co-payment for the PPO, PPO/HRA, and HMO Plans shall be waived in the event the individual is immediately admitted to the hospital.

The Following  
are the

Letters of  
Agreement

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

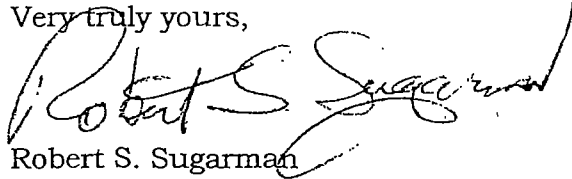
April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

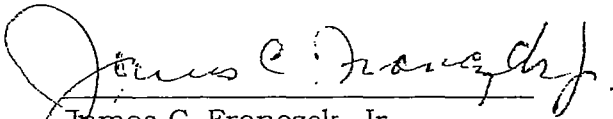
This will reconfirm the understanding of the City and Local 2 that all supplemental letter agreements which are in writing, and have been signed or initialed through the course of negotiations, are considered incorporated in and part of the Agreement.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

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April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Re: Interest on Retroactivity

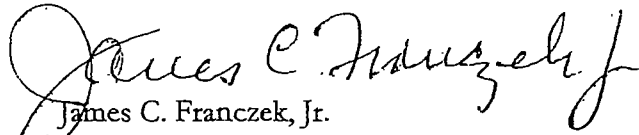
Dear Mr. Sugarman:

This letter sets forth the parties' agreement with respect to interest on retroactivity payments.

Within seventy-five (75) days of ratification of the Agreement by the City Council, the City shall make retroactive payments. In the event retroactive payments are not made within seventy-five (75) days, all persons on the payroll at any time on or after July 1, 2012 shall be entitled to interest at the rate of four-and-one-half percent (4.5%) per annum until fully paid provided that the failure to make timely retroactive payments is the result of circumstances that are within the control of the City or the Department. Any disputes shall be resolved through the parties' grievance procedure.


If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this

10th day of April, 2014.

  
Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CITY OF CHICAGO  
AND  
CHICAGO FIRE FIGHTERS UNION, LOCAL NO. 2  
REGARDING  
RETIREE HEALTH CARE BENEFITS**

The parties agree that the health care benefit provided to employees who retire on or after age sixty (60) pursuant to Section 12.1B of the parties' collective bargaining agreement ("Agreement") shall be extended to employees 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 an employee who retires on or after age fifty-five (55) with a retirement date on or after November 1, 2011, and who intends to avail himself/herself of the health care benefit provided to employees who retire on or after age sixty (60) by Section 12.1B of the Agreement.

**B. Health Care Benefits Upon Retirement**

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

Employees who retire on or after age sixty (60) shall continue to receive the health care benefit set forth in Section 12.1B of the Agreement.

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

Employees 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 Section 12.1B of the Agreement, subject to strict compliance with the following conditions and limitations:

- a) Employees who wish to avail themselves of this benefit must submit written notice of their intent to retire to the official designated for this purpose by the Department no later than October 1 of the calendar year preceding the effective date of retirement.
- b) The effective date of retirement, as referenced above, may not be any earlier than November 1 of the calendar year following submission of notice of intent to retire.
- c) Effective for retirements occurring in 2015 and thereafter, no more than 140 employees shall be permitted to avail themselves of this benefit in any one calendar year. Of these 140 employees, up to 126 employees may come from non-EMS employees and up to 14 may come from EMS employees. In

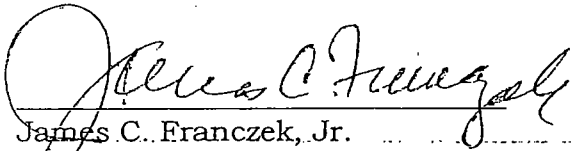


the event fewer than 126 bargaining unit non-EMS employees apply for this benefit, the remaining slots shall be allocated to EMS bargaining unit employees, up to the number of 126, in addition to the 14 allotted for EMS employees. The same reallocation principle shall apply in the event fewer than 14 EMS employees apply. In both cases, no more than 140 employees in total shall be permitted to avail themselves of this benefit.

- d) In the event the number of employees who apply for the benefit in each grouping, i.e., (i) non-EMS employees, and (ii) EMS employees, exceeds the annual numerical limit for that grouping, then the successful applicants will be determined on the basis of seniority, as defined in Section 9.1A of the Agreement.
- e) The written notice of intent to retire, as described in paragraph 2(a) above, is irrevocable, except that the notice of intent may be revoked by the employee under the following circumstances: (i) non-selection because of insufficient seniority as described in paragraph 2(e) above; (ii) the employee is on Medical Status (as defined by the CFD Medical Order) between the dates the employee submits his/her notice of intent to retire and the intended date of retirement; or (iii) death of an employee's spouse or child between the dates the employee submits his/her notice of intent to retire and the intended date of retirement. When the designated Department official receives an employee's written revocation of intent to retire, the benefit shall be awarded to the next senior employee or employees in the grouping, who has (have) applied and still desire(s) the benefit.
- f) Each employee who has submitted a written notice of intent to retire, under the terms of paragraph 2(a) above, shall be informed in writing by the Department whether that employee is or is not a successful applicant to receive the benefit that is provided for in this Memorandum of Understanding. Employees and the Union shall be so informed in writing not later than 30 days after the cutoff dates referenced in paragraph 2(a) above.
- g) An employee who has been informed that he/she is a successful applicant and who has received his/her furlough assignments, may keep such furlough assignments or rescind all assigned furlough periods and receive furlough buyouts at retirement.
- h) The Department shall time stamp each employee's written notice of intent to retire and provide a copy to the employee upon receipt and to the Union within ten (10) days thereafter.
- i) As a further condition of eligibility for this benefit, under no circumstances may an employee who has been discharged pursuant to the provisions of

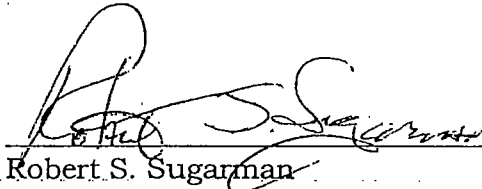
Section 16.2 of the Agreement be eligible to avail himself/herself of this benefit.

- j) Effective January 1, 2015, employees retiring on or after age fifty-five (55) and before age sixty (60) shall contribute for the cost of this benefit 2% of the annuity received from the Firemen's Annuity and Benefit Fund of Chicago, which contribution shall remain in effect until the employee no longer avails himself or herself of the benefit or reaches the age for full Medicare eligibility under federal law. Employees who retire on or after age sixty (60) pursuant to Section 12.B of the Agreement shall continue to receive health care benefits at no cost as provided for therein.



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

April 4, 2014  
Date



Robert S. Sugarman  
On Behalf of Chicago Fire  
Fighters Union, Local 2

4/10/14  
Date

Implementing Agreement re: Health Care  
Benefits for Employees who Retire on or after Age Fifty-Five (55)

Chicago Fire Fighters Union, Local No. 2 ("Union") and the Chicago Fire Department ("Department") have reached the following agreement with respect to implementation of specific provisions of their Memorandum of Understanding Regarding Retiree Health Care Benefits, dated April 10, 2014.

The parties agree that employees on Occupational Disability or Duty Disability Leave of Absence are entitled to participate in the retiree health care benefits applicable to employees who retire on or after age fifty-five (55) provided for in the Memorandum of Understanding, provided they satisfy all other eligibility requirements, including, but not limited to, timely submission of written notice of intent to retire and seniority.

Notwithstanding the limitations of the number of employees in groupings (EMS and non-EMS) who retire in 2015 and thereafter, employees on Occupational Disability or Duty Disability Leave of Absence who qualify for the benefit as set forth above shall not reduce the number of other employees who may receive the benefit. (If, for example, in 2014 a total of 126 non-EMS employees are eligible to receive this benefit, and if, of the 126 most senior non-EMS employees who submit timely written notice(s) of intent to retire, seven (7) employees are on Occupational Disability or Duty Disability Leave(s) of Absence, then an additional seven (7) non-EMS employees, who previously submitted timely notice(s) of intent to retire, shall be eligible to receive the benefit in 2015, on a seniority basis.)

This identical approach shall be applied with respect to EMS employees.

In addition, the parties agree that previously exempt members of the Department who return to the bargaining unit in 2014 and thereafter shall be eligible to receive this benefit in 2015 and thereafter, provided they satisfy the contractual requirements. The parties further specifically agree that the number of former exempt members receiving this benefit shall not reduce the number of non-exempt employees who may receive this benefit.

Agreed to this 10<sup>th</sup> day of April, 2014.

For Chicago Fire Fighters Union,  
Local No. 2

For the Chicago Fire Department  
and the City of Chicago

SUGARMAN & HORWITZ, LLP

*Attorneys at Law*

221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

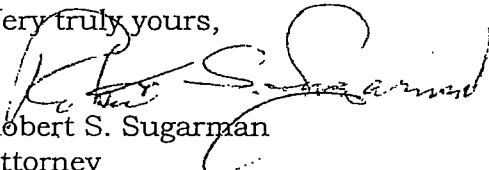
Dear Mr. Franczek:

This will reconfirm the agreement of the City and Local 2 that uniformed employees of the Chicago Fire Department, their eligible dependents and members of their immediate family (as defined in contract Section 7.5), and retired fire personnel and the retiree's spouse will be exempt from fees for emergency medical services performed by the Chicago Fire Department; and that the provisions of General Order 93-005 (June 2, 1993) shall remain in effect, except as modified herein.

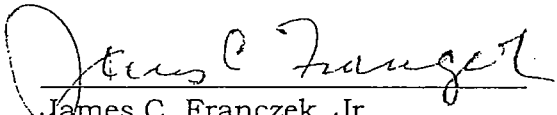
The City shall not bill, attempt to collect or place with a collection agency any bill for fees for such services to those persons referenced above.

Your confirming this agreement in the space provided below will be appreciated.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

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Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

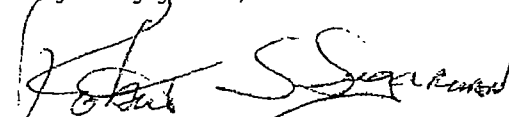
Dear Mr. Franczek:

This is to reconfirm that the City of Chicago and Chicago Fire Fighters Union Local No. 2 agree that, notwithstanding anything that may be to the contrary in Medical Plan documents, disputes concerning medical care coverage and benefits may be submitted and resolved pursuant to the provisions of Article X. It is further understood that no such disputes may be subject to Article X resolution until the Benefits Office appeals process has been exhausted.

This is also to confirm the agreement of the parties that the City's Medical Care Plan will not require re-enrollment for current uniformed Fire Department bargaining unit members and their eligible dependents who have complied with the enrollment requirement subsequent to January 1, 1984.

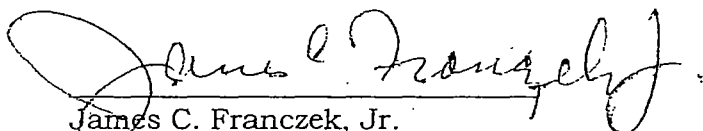
Your confirming this understanding in the space provided below will be appreciated.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEKRADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

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jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Wellness Benefits**

Dear Mr. Sugarman:

This letter confirms our understandings regarding the implementation of the wellness component of the PPO Medical Plan (the “Wellness Benefit”) agreed upon by the City and Local 2.

- **Annual Routine Physical Examinations**

The Wellness Benefit provides for one (1) annual routine physical examination. The City and Union recognize that there may be instances when it is in the best interest of eligible persons and consistent with the purpose of the Wellness Benefit that they have more than one (1) routine physical examination annually. To be eligible for more than one (1) routine physical examination annually, the person must submit to the Benefits Management Office a statement from his or her physician stating the reasons why more than one (1) annual routine physical examination is necessary. The additional physical examination(s) shall be otherwise subject to all of the other conditions of the Wellness Benefit.

The parties recognize that the above applies only to routine physical examinations and not to physical examinations necessitated by a doctor’s diagnosis of a medical condition requiring treatment.

- **Contact Lenses**

Subject to all other aspects of the Wellness Benefit, the City shall make available a twelve (12) month supply of disposable contact lenses.

- **Wellness Benefit Committee**

The Union and City shall appoint no more than two (2) persons each to a Wellness Benefit Committee (“the Committee”). The Committee shall monitor and review the usage of the Wellness

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS

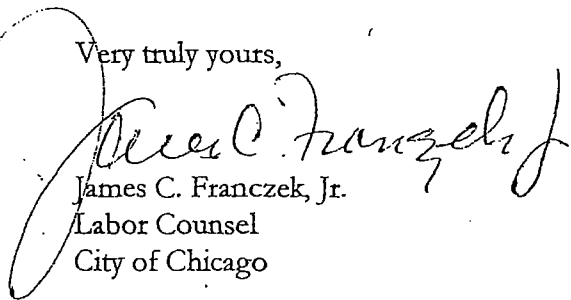
April 10, 2014

Page 2

Benefit by bargaining unit members and other eligible participants. The Committee, in anticipation of negotiations, may also recommend to the City and the Union design changes to the Wellness Benefit, including additions, eliminations or modifications of current benefits. The Committee shall report quarterly to the Union and the City.

If the above comports with your understandings, please so indicate in the space provided below.

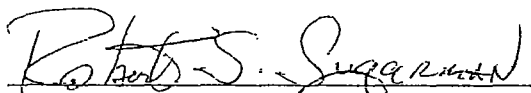
Very truly yours,



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this

10<sup>th</sup> day of April, 2014.



Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

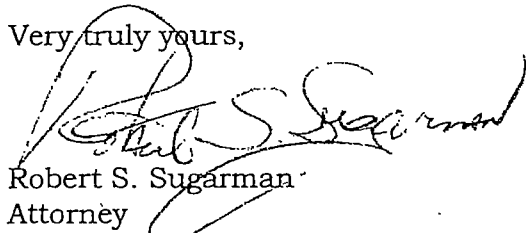
Re: Health Fair

Dear Mr. Franczek:

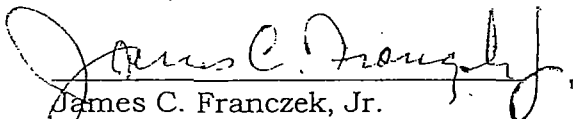
This confirms the parties' agreement that the City will remit to the Chicago Fire Fighters Union, Local 2, \$75,000 per year, upon receipt from the Union of its report in writing regarding \$75,000 expenditure in each year, as described below.

The parties further agree that these monies are solely for the purpose of supporting a Union-sponsored health fair for its members. The Union agrees that it will advise the City in writing regarding the planning, participation, implementation and results of its health fair(s). The Union and the City will meet after any health fair to discuss the results of the health fair and assess its success, including its benefit to Union members and the effect it had or will have of reducing the City's health care costs for bargaining unit members.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh



**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
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ROBERT S. SUGARMAN  
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April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

This will confirm the parties' agreement that, notwithstanding the language in Section 12.1D, an employee who applies for duty or occupational disability benefits and timely pays the full cost of health insurance, including the employee contribution during the period that his/her application is pending, shall be reimbursed in full upon determination that the employee qualifies for duty or occupational disability benefits. This understanding is intended to permit an employee to avail the employee of the benefit of the 2005 amendment of Section 12.D or to the same process in effect regarding payment and reimbursement attendant to the application for duty and occupational disability that was in effect prior to the 2005 amendment of Section 12.1D.

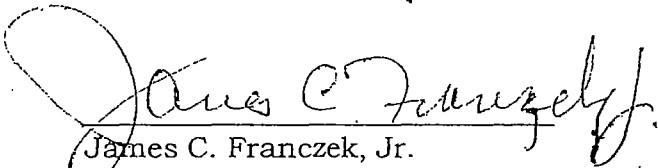
Your confirmation of this agreement in the space below will be appreciated.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10th day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

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April 10, 2014

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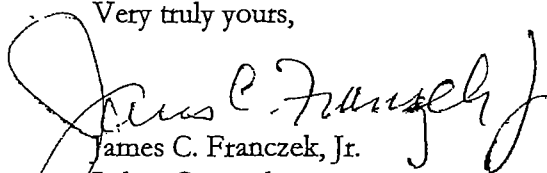
~~Re: Section 5.1.C. Wage and Insurance Protections~~

Dear Mr. Sugarman:


This letter re-confirms our understandings regarding Section 5.1.C. (Wage and Insurance Protections) of the collective bargaining agreement. It is understood that, if the City and any of the bargaining units represented by PB-PA Unit 156 should agree to incorporate the current non-salary compensation into salary, Section 5.1.C. will not be applied so as to result in different levels of salaries between comparable police and fire ranks, provided that in no event shall the salary differential between fire captain and fire battalion chief be reduced.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

SUGARMAN & HORWITZ, LLP

*Attorneys at Law*

221 N. LaSalle Street, Suite 626  
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ROBERT S. SUGARMAN  
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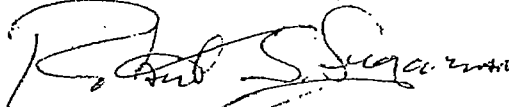
April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

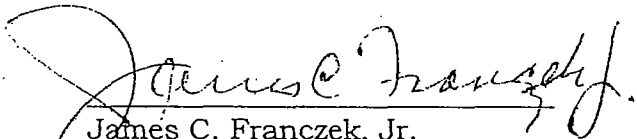
This will reconfirm the agreement of the parties that should the City increase the maximum mileage allowance per month in the Appropriations Ordinance for other employees of the City during the term of this Agreement beyond the requirements of Section 16.6, the City agrees to amend Section 16.6 to reflect the monthly dollar increase. Other aspects of Section 16.6 will remain unchanged.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

T: 312.986.0300 | F: 312.986.9192 | WWW.FRANCZEK.COM

JAMES C. FRANCZEK, JR.

312.786.6110

jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Dear Mr. Sugarman:

This letter will confirm the parties' understanding that if the City makes out of rank order promotions for affirmative action purposes from examinations administered after January 1, 1997, the City will:

- a. use one standard error of difference (SED); and
- b. use the promotional methodology referenced below.

The SED is determined by the formula: the standard error of measurement (SEM) multiplied by the square root of two ( $SED = SEM \sqrt{2}$ .) The SEM is determined by the formula: the standard deviation of the test scores multiplied by the quantity, the square root of one minus the reliability coefficient for the test ( $SEM = \sigma_y \sqrt{1 - r_{composites}}$ ; where  $\sigma_y$  represents the standard deviation of observed scores on the overall test, and  $r_{composites}$  represents the reliability estimate of the overall test.) The SEM and the SED will be determined by the City's consultant, to be verified by the Union's consultant, and the City will provide the necessary data to the consultants for this purpose.

The City acknowledges the band widths shall be no wider than one (1) SED and that it will use the same fixed/sliding band methodology it has been using for promotions during the period of the last agreement, but using one (1) SED for band widths. It is understood that this letter agreement does not apply to performance selection promotions described in Section 9.3.B.4.

It is also agreed that nothing contractually or herein shall be construed to waive any party's or employee's claim involving constitutional or statutory rights or to waive judicial resolution of any such claim.

# FRANCZEK RADELET

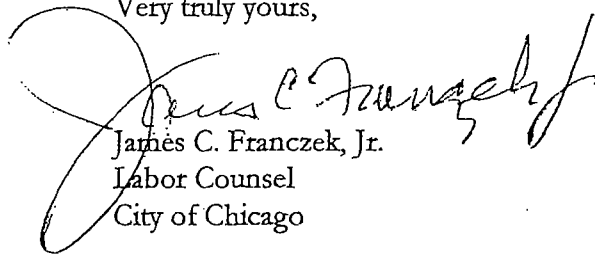
ATTORNEYS & COUNSELORS

April 10, 2014

Page 2

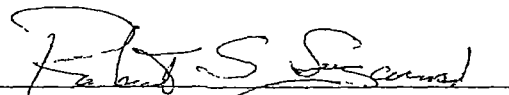
If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

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jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Dear Mr. Sugarman:

This letter will reconfirm the agreements between the City and Local 2 that, in the event the City utilizes performance selection promotions from eligibility lists derived from examinations administered after January 1, 1997, the City will forgo making such promotions on the last promotional order before the eligibility list is retired.

The City agrees that the last promotional order will include at least 16% of the total promotions previously made from that eligibility list, and that the last promotions will be in strict rank order from the eligibility list.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

A handwritten signature in cursive script that reads "James C. Franczek, Jr.".

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

A handwritten signature in cursive script that reads "Robert S. Sugarman".  
Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*

221 N. LaSalle Street, Suite 626

Chicago, IL 60601-1241

Tel: 312.629.2920

Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Section 16.15, Specialty Pay

Dear Mr. Franczek:

This will confirm the parties' agreement relative to implementation of Contract Section 16.15, Specialty Pay.

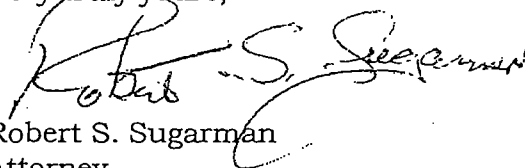
Hazardous Material Technicians are those employees who have or hereafter obtain State of Illinois certification as Technician A or B.

Certified Divers are those employees who have or hereafter obtain Chicago Fire Department Dive Team Endorsement pursuant to the Department's Scuba Team endorsement procedure in effect September 2005.

If is further agreed that an employee who is both a Hazardous Material Technician and a Certified Diver shall receive specialty pay for each specialty.

Your confirmation of this agreement in the space below will be appreciated.

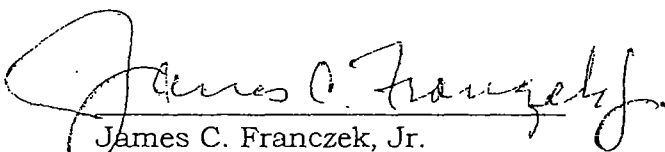
Very truly yours,



Robert S. Sugarman  
Attorney

Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

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April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street -- Suite 626  
Chicago, IL 60601-1241

Re: Vocational Training Program

Dear Mr. Sugarman:

This letter sets forth the parties' agreement with respect to the creation of a vocational training program for employees who are in receipt of duty or occupational disability benefits.

Effective no later than January 1, 2011, the City shall implement an appropriate vocational training program for employees on duty disability or occupational disability who desire to avail themselves of the program and subject to the monies appropriated for the program (which shall be at least \$55,000 for 2011 and the same amount for 2012). Representatives from the Union and the City shall meet during the first quarter of 2011 to begin negotiations regarding the development of an appropriate vocational training program. In the event that the parties are unable to agree as to the structure or substance of the program, either party may submit the matter to an arbitrator for final and binding arbitration utilizing the procedures of contract section 10.3C.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp



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April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Physical Fitness Program**

Dear Mr. Sugarman:

In an effort to enhance physical fitness among the employees covered by this Agreement, the Employer and Union agree to the following:

1. Beginning in 2006, every employee covered by this Agreement will have one (1) opportunity annually to schedule an appointment for a physical fitness test. Employees will have one (1) opportunity to re-schedule the test, but will be allowed to take the test only once each year. The test must take place prior to November 1 of every year.
2. The Employee will complete a waiver which indicates that he/she is volunteering to take this test and will not hold the City liable for any injuries or illness that occurs as a result of his/her participation in the testing process.
3. Successful completion of the physical fitness test will result in payment of a physical fitness premium of \$450.00, payable December 1 of the year the Employee successfully completes the test.
4. It is understood that this is a voluntary program. Employees who participate in the physical fitness test will do so during off-duty hours without compensation.
5. Any injury, illness or death that results from participation in this program will not be considered an on-duty injury or a death in the performance of duty.
6. No employee shall be discharged, suspended, relieved from duty, or disciplined in any manner under or relating to the physical fitness program provided for in this Letter.
7. Employees must pass every test and meet at least the standards listed below to qualify for the physical fitness premium:

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS

April 10, 2014

Page 2

TEST	MALE				FEMALE			
	23-29	30-39	40-49	50+	23-29	30-39	40-49	50+
Sit & Reach	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 Minute Sit Up	37	34	28	23	31	24	19	13
Maximum Bench Press Ratio	.98	.87	.79	.70	.58	.52	.49	.43
1.5 Mile Run	13.46	14.31	15.24	16.21	16.21	16.52	17.53	18.44

8. The following are not subject to the grievance procedure:

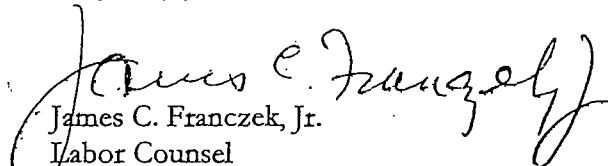
Test standards;

The results of the testing;


The medical status of an employee who is injured participating in this program.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

# SUGARMAN & HORWITZ, LLP

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

April 10, 2014

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: EMS Relief Implementing Agreement

Dear Mr. Franczek:

This will confirm the parties' implementing agreement regarding EMS Relief positions.

1. PAYCHECKS AND A&As FOR RELIEVERS  
Paychecks and A&As will be maintained at the FS&R Districts.
2. All personnel that become EMS Relief will remain in their current EMS Division.
3. There will be 12 companies in FDN and 16 companies in FDS that will be affected within the rank of PIC.  
FDN - 3, 7, 10, 15, 23, 28, 31, 33, 41, 44, 45, 52  
FDS - 1, 4, 5, 14, 22, 24, 30, 34, 35, 36, 37, 49, 50, 55, 57, 58
4. The employees in the rank of PIC on the basis of seniority will have the option to stay permanently assigned or become a reliever. If there are no requests to stay in the company, the least senior PICs will be assigned to the company.

## PROCEDURE

- A. PICs assigned to the companies previously listed in item #3 above will submit a Form 2 indicating their present ambulance company, EMS seniority number, and further indicating if they want to be assigned to their current company or be assigned as a reliever within their current Field Division. This Form 2 will be submitted through the employee's chain of command directed to their respective Field Division (North/South) attention Deputy Chief Paramedic.
- B. The most senior PICs will keep their current company assignment, if requested.
- C. PICs that do not submit a Form 2 may be assigned to EMS Relief at the Department's discretion.

**SUGARMAN & HORWITZ, LLP**

James C. Franczek, Jr., Esq.  
April 10, 2014  
Page Two

- D. Any dispute in administering this implementation agreement shall only be resolved pursuant to discussions between the Director of Contract Enforcement from Local #2 and the Bureau of Employee Relations.

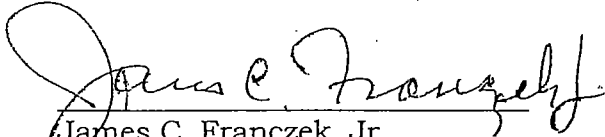
Your confirmation of this understanding in the space below will be appreciated.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

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April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Field Officer and Ambulance Commander**

Dear Mr. Sugarman:

This letter will confirm the agreement of the parties that the promotional lists for Field Officer and Ambulance Commander referenced in contract section 9.3.C.2. shall be pursuant to promotional examinations which shall utilize the same criteria for promotion respectively to Battalion Chief and Captain as set forth in contract section 9.3.B.1.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

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312.786.6110

jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Dear Mr. Sugarman:

This letter is to re-confirm the agreement of the parties with regard to FLSA premium pay to EMS employees assigned to platoon duty.

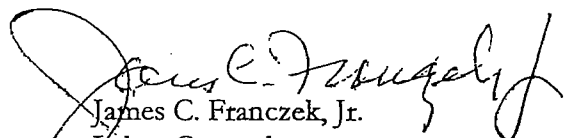
The parties have made no express provision to exclude meal and/or sleep periods from compensable work time for purposes of computing the number of hours that may be subject to FLSA premium pay, and such shall be included.

That this Labor Agreement does not contain such an express provision shall not be offered by either party in any court, arbitration or other legal forum as evidence of either party's legal position with regard to the propriety of such exclusions for sleep and/or meal periods.

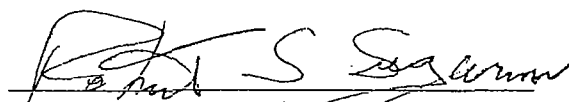
Further, it is understood that the Employer may elect to compute the FLSA regular and/or half-time rate in accordance with 1) all applicable precedents, federal regulations and interpretative bulletins, or 2) the method set forth in the Labor Contract (by dividing the employee's annual salary by 2132, effective January 1, 2006 by 2120).

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2  
JCF:mp

# SUGARMAN & HORWITZ, LLP

*Attorneys at Law*

221 N. LaSalle Street, Suite 626

Chicago, IL 60601-1241

Tel: 312.629.2920

Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Assistant Deputy Chief Paramedic

Dear Mr. Franczek:

This will reconfirm the agreement of the parties with respect to the position of Assistant Deputy Chief Paramedic, formerly designated as District Commander.

Effective upon ratification of the January 1, 1992 - June 30, 1995 Agreement the position of District Commander by agreement was upgraded from pay grade F5 to pay grade F6. Thereafter, effective January 1, 1995, the position of District Commander, up to a maximum of 11 District Commanders, was excluded from the bargaining unit subject to certain express understandings and agreements:

1. Those individuals holding the position of District Commander on the date of ratification of the 1992-1995 Agreement had the option of electing to remain within the bargaining unit. Those who so elected reverted to the position of Field Officer, but continued to be paid at the F6 pay grade. Those who accepted appointment to the exempt rank position were paid at the F6 pay grade, and if subsequent to their acceptance they voluntarily relinquish(ed) such appointment or their appointment is or was rescinded by the Fire Commissioner, they reverted or shall revert to the position of Field Officer and continue to be paid at the F6 pay grade. Subsequent to January 1, 1995, the position of District Commander was redesignated Assistant Deputy Chief Paramedic.

2. It was and is agreed that future appointments to the position of Assistant Deputy Chief Paramedic (formerly designated District Commander) at the F6 pay grade shall come from the rank of Field Officer. If a Field Officer who accepts such appointment voluntarily relinquishes the appointment or the Fire Commissioner rescinds the appointment, that individual shall revert to the position of Field Officer at the F5 pay grade.

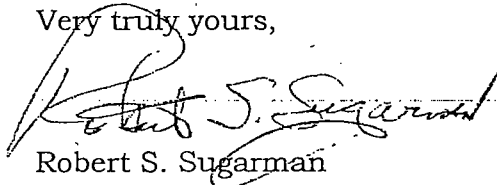
3. It is understood that individuals serving in the exempt rank position of Assistant Deputy Chief Paramedic may have their appointment rescinded by the Fire Commissioner at any time for any reason or no reason, the individuals serving in such position may voluntarily relinquish such position, and in either event the individual shall revert to the position of Field Officer.

SUGARMAN & HORWITZ, LLP

James C. Franczek, Jr., Esq.  
April 10, 2014  
Page Two

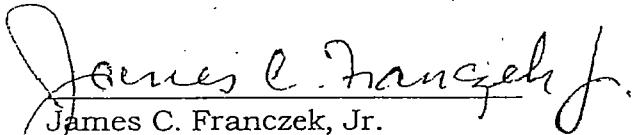
4. It is understood that if the Fire Commissioner suspends for 30 days or more or discharges any individual serving in the exempt rank position of Assistant Deputy Chief Paramedic (who shall be considered on a leave of absence from the position of Field Officer) such discipline or discharge shall be considered as being from the Field Officer position and the employee shall be covered by and have recourse to the provisions of the Labor Contract, including but not limited to provisions of Article X (Grievance/Arbitration) and Article XVI, Section 16.2 (Discipline and Discharge).

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh





SUGARMAN & HORWITZ, LLP

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

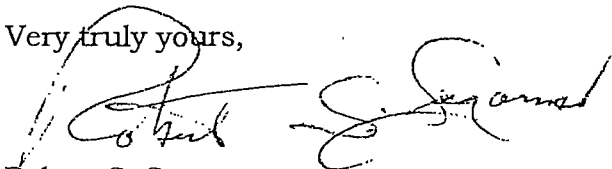
April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

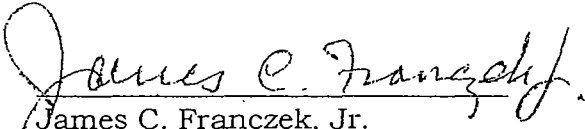
Dear Mr. Franczek:

This is to reconfirm the agreement of the City and Local 2 to continue the practice, except for Fire Suppression and Rescue employees and Emergency Medical Services employees, that trades and exchanges between Firefighters and Fire Officers shall be permitted, and that Firefighters or Officers, when authorized, may act in the position of Fire Officers who are absent, in which case the Firefighter or Officer shall be compensated at the same rate he would earn if promoted to the higher rank or at his own rate, whichever is greater.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
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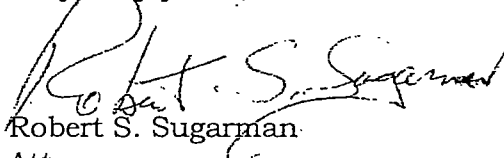
April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

This letter reconfirms the Employer's and the Union's understanding regarding the language in Section 16.7.C.1 which provides that ... "Such assignment vacancies in the classifications and/or ranks of firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority by the geographically designated offices in that Bureau (i.e., South, West, North, Central and North Kedzie)." The parties recognize that circumstances may change and that as a result of those circumstances and to improve efficiency of operations, by determining the methods, means and personnel by which the Department's operations are to be conducted, the complement of employees assigned to a given office in the Bureau may be increased or decreased at the Employer's discretion. This letter also confirms that the referenced modification to Section 16.7.C.1. does not subtract from the intent of Section 16.8 Contracting and Subcontracting of Work.

Very truly yours,

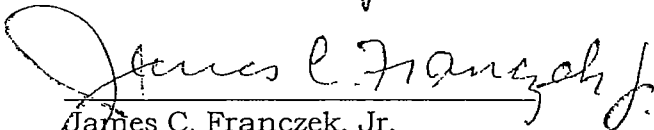


Robert S. Sugarman

Attorney

Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*

221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

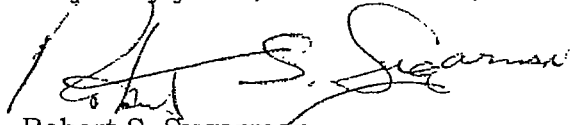
James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

This will reconfirm that the City of Chicago and Chicago Fire Fighters Union Local No. 2 agree that, because of the necessity that meals be prepared and eaten on duty, those employees authorized to be away from the fire house during their duty hours for the purpose of food shopping shall be considered to be engaged in the performance of duties and any injuries sustained while so engaged shall be considered duty-related.

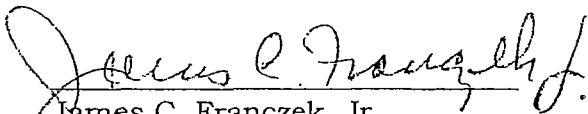
Your confirming this understanding in the space provided below will be appreciated.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

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JAMES C. FRANCZEK, JR.

312.786.6110

[jcf@franczek.com](mailto:jcf@franczek.com)

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Section 7.4 – Military Leaves of Absence**

Dear Mr. Sugarman:

This will confirm the agreement of the City of Chicago and Fire Fighters Union Local No. 2, that in addition to the paid military leave of absence provided for in § 7.4 of the parties' Agreement, any bargaining unit employee who is a member of the reserve force of the United States or of any State, or any bargaining unit employee who is a member of the National Guard of the United States or of any other State, who, on or after September 11, 2001, is ordered or called to active duty shall continue to receive and shall be paid full salary by the City, and shall continue to be entitled to all benefits, including, but not limited to, pension contributions, and to be a participant in each policy, plan, or program set forth or referenced in Article XII of the parties' Agreement, that the employee was a participant in at the time he or she is called to active duty. The payment of full salary during active duty leave shall be conditioned upon payment of military pay to the comptroller.

It is provided, however, that effective January 1, 2005, employees 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.

Further, paid leave for active duty shall terminate upon termination of active duty.

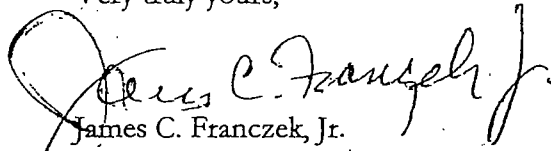
The City acknowledges and agrees that in the event Illinois or Federal law mandates greater benefits than as set forth in this Section, it will apply the provisions of such statute(s) to the members of the bargaining unit. Specifically, the City acknowledges that the Military Leave of Absence Act, 5 ILCS 325 ("Act"), provides for leaves of absence for basic training, special or advanced training, and annual training. The Act provides for a paid leave of absence for annual training for which the employee shall continue to receive his or her regular compensation, regardless of the duration of such training. The City will continue to comply with this provision of the Act. Similarly, the Act provides for paid leave for basic training, and for up to 60 days of special or advanced training. Both of these leaves, under the Act, provide that the employee shall receive his or her regular compensation during the leave(s), but only to the extent such compensation exceeds his

or her base pay for military activities. The City agrees to apply these provisions of the Act to members of the bargaining unit in this fashion: for the first 14 calendar days (15 calendar days in the event of National Guard service) of such leave, the City will not require the employee to reimburse the City for the amount of his or her base pay for military activities. Service in excess of such limit shall be subject to the reimbursement requirement. In the event an employee is on leave for both basic training and special/advanced training in a calendar year, or for multiple installments of special/advanced training in a calendar year, the employee shall be entitled to one allotment of 14 (15 in the case of National Guard service) calendar days of paid leave without reimbursement.

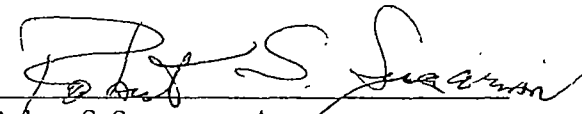
The City further agrees that if, during the term of this collective bargaining agreement, Illinois or Federal law is amended to require a more generous treatment of Military Leaves of Absence, it will apply such provisions.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

T: 312.986.0300 | F: 312.986.9192 | WWW.FRANCZEK.COM

JAMES C. FRANCZEK, JR.

312.786.6110

[jcf@franczek.com](mailto:jcf@franczek.com)

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Benefits During Act of War – Terrorism**

Dear Mr. Sugarman:

This letter will confirm the agreement of the City of Chicago and the Chicago Fire Fighters Union Local No. 2, that effective September 11, 2001, there will be no act of war exclusion with respect to any of the medical, dental, or vision plans, and life insurance policies provided or offered to City employees (except the Accidental Death and Dismemberment (ADD) insurance policy which has an act of war exclusion.)

In the event of a terrorist attack, either through military force or biological warfare, any otherwise eligible medical claims would be processed and covered under the terms of the employee's health coverage, or if applicable, workers' compensation or other coverage provided to employees injured or on duty.

As used herein, "act of war" shall mean any armed conflict between military forces of any origin – irrespective of whether one or more combatants is sponsored by any nation – and whether or not war has been declared by constituted authorities.

As used herein, "act of terrorism" shall mean violent acts or acts dangerous to human life that are a violation of the criminal laws of the United States or of any State, or that would be a criminal violation if committed within the jurisdiction of the United States or of any State; and which appear to be intended; to intimidate or coerce a civilian population; to influence the policy of a government by intimidation or coercion; or, to affect the conduct of a government by assassination or kidnapping. As used herein, an act of terrorism occurs irrespective of the nationality or citizenship of the perpetrators.

# FRANCZEK RADELET

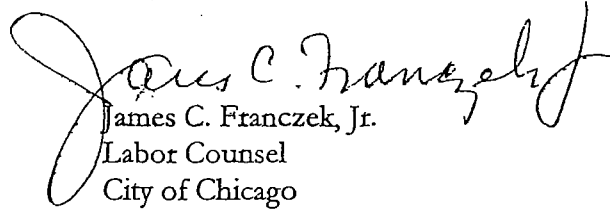
ATTORNEYS & COUNSELORS

April 10, 2014

Page 2

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this

10<sup>th</sup> day of April, 2014.



Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

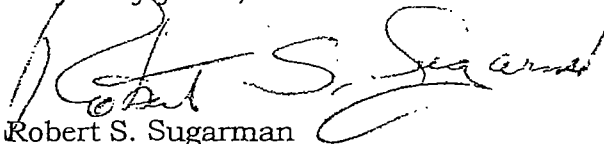
April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

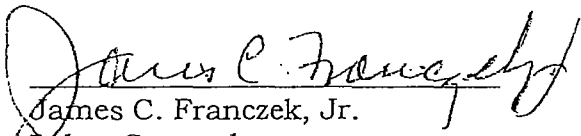
Dear Mr. Franczek:

This will confirm the parties' agreement that nothing in contract Section 12.1B shall detract from or be considered a waiver of the benefits provided in the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq., as amended.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh



**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

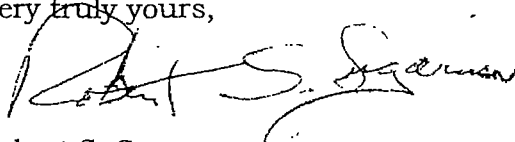
James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

This will confirm the parties' agreement that irrespective of the ratification date by the parties of the LMCC referenced in Section 12.1(I). of the Agreement, the benefit of outpatient speech and occupational therapy coverage to include services necessary for the acquisition of a function shall be retroactive to October 15, 2010.

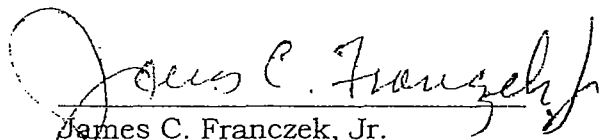
If this comports with your understanding, kindly so indicate in the space provided below.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

SUGARMAN & HORWITZ, LLP

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

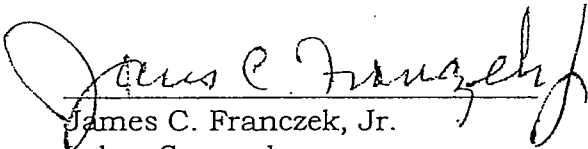
This will confirm the agreement of the City of Chicago and Chicago Fire Fighters Union Local No. 2, relative to Contract Section 3.7 that the employee (or Union), not the City, shall be responsible for payment of the "iron-on patch" and ironing of it on the work uniform.

Your confirmation of this understanding in the space below will be appreciated.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606  
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JAMES C. FRANCZEK, JR.  
312.786.6110  
jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Employee Privacy**

Dear Mr. Sugarman:

This letter confirms that the City will not provide or make available to any member of the media any photo, video, audio or documentary material of an employee who is or was under investigation for alleged misconduct.

Further, the identity of any employee (including his family members, telephone number(s) or address) who is under investigation or was under investigation for alleged misconduct shall not be made available to the media.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

A handwritten signature in cursive script that reads "James C. Franczek, Jr.".

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

A handwritten signature in cursive script that reads "Robert S. Sugarman".  
Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

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JAMES C. FRANCZEK, JR.

312.786.6110

jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Positive Presence for Drug/Alcohol**

Dear Mr. Sugarman:

The following confirms our understandings regarding the ascertainment of positive presence for Drug/Alcohol. The following changes will be effective on contract ratification by the City Council.

1. For the purpose of testing for the itemized situations in Article IV of General Order 87-008 (February 1, 1987) for illegal drugs and/alcohol, the standard for determination of positive presence of alcohol shall be .02 as measured on a certified/calibrated Breathalyzer, and the standard for determination of the positive presence of illegal drugs shall be in accordance with Attachment A to the General Order #04-001 (Chicago Fire Department Random Drug/Alcohol Testing Program.)
2. For the purpose of testing for General Order #04-001, (Chicago Fire Department Random/Drug Alcohol Testing Program), the standard for determination of positive presence of alcohol shall be .04 as measured on a certified/calibrated Breathalyzer, and the standard for the determination of positive presence of illegal drugs shall be in accordance with Attachment A to the General Order #04-001 (Chicago Fire Department Random Drug/Alcohol Testing Program.)
3. For the purpose of alcohol testing for the Chicago Fire Department Supplemental Recommendation/Agreement, (Known as the Last Chance Agreement), the standard is positive presence of alcohol as measured on a certified/calibrated Breathalyzer. The standard for the determination of positive presence of illegal drugs shall be in accordance with Attachment A to the General Order #04-001 (Chicago Fire Department Random Drug/Alcohol Testing Program.)

# FRANCZEK RADELET

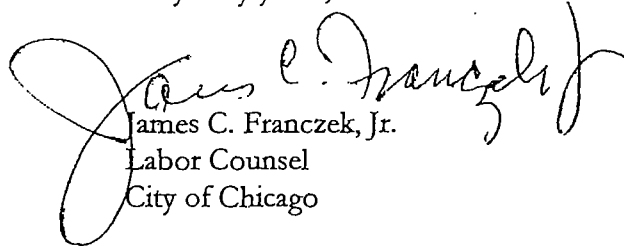
ATTORNEYS & COUNSELORS

April 10, 2014

Page 2


If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp



## GENERAL ORDER

04-001

July 23, 2004

**SUBJECT: CHICAGO FIRE DEPARTMENT  
RANDOM DRUG/ALCOHOL TESTING PROGRAM**

### I. PURPOSE

This Order:

- A. establishes the Policy governing random drug/alcohol testing of all uniformed employees of the Department.
- B. describes responsibilities relative to this program.
- C. establishes the Random Drug/Alcohol Testing Unit (RDATU).
- D. establishes the protocol for testing.
- E. effective date August 23, 2004.

### II. POLICY

All Department uniformed employees will be subject to random drug/alcohol testing. Employees selected for drug/alcohol testing are required to cooperate in the testing process. Failure to cooperate, tampering with specimens for testing or any other activities designed to interfere with or impede the random drug/alcohol testing procedures shall be considered grounds for discipline up to and including discharge.

- A. The mission of the Chicago Fire Department, to protect life and property, demands efficient operations and the highest level of fitness of its members. The lives of citizens, employees and co-workers are critically dependent upon the physical fitness, stamina and alertness of emergency service employees. Department members must project a positive representative image which ensures the public confidence in them and governs their professional and personal conduct, both on and off duty, so as not to impair departmental efficiency or detract from a professional image or workplace.

- B. Any positive presence of illegal drugs and/or alcohol as defined in General Order 87-008 is prohibited. The standards for determination of positive presence of illegal drugs shall be in accordance with Attachment A. The standard for determination of positive presence of alcohol shall be .04 as measured on a certified/calibrated Breathalyzer.
- C. Violation of this policy may result in disciplinary action, up to and including discharge.
- D. Nothing in this Program detracts from the provisions of General Order 87-008.

### III. GENERAL INFORMATION

- A. A computer program, generating no more than 20 employees and no more frequently than on a daily basis shall be utilized to randomly select employees for drug/alcohol testing. Such tests shall only be conducted on Mondays through Fridays between the hours of 0900 and 1600. There shall be no testing on holidays. Any on-duty employee selected by the computer program will be tested. If an employee selected is not available because of Daley Day, vacation, lay-up or otherwise off duty, the employee will not have to report for testing and no one else will be selected in the person's place.

The City shall retain an independent outside consultant to develop a computer random program for use by the CFD. Prior to the implementation of such program, the Union may engage a consultant at its expense to review and verify the computer program, and the City will provide necessary data to the consultants for this purpose. The review and verification by the Union's consultant shall take place and be reported to the Department within 30 calendar days of receipt of the City's program and data to the Union's consultant.

- B. Drug testing will be conducted using a urine test. The employee's urine will be sent to a licensed Substance Abuse and Mental Health Service Administration (SAMHSA) laboratory for a Gas Chromatography/Mass Spectrometry (GCMS) confirmatory test and analysis. All alcohol testing will be done with a certified/calibrated Breathalyzer unit by a certified tester.
- C. Any employee who will not submit urine for testing will be considered in violation of this order and be subject to discipline up to and including discharge.
- D. Each day the City shall provide to the Union's Director of Contract Enforcement, or designee, a list of the employees selected that day (with an asterisk next to the names of the employees tested). Each month the City shall provide to the Union's Director of Contract Enforcement, or designee, an updated roster of all Department uniformed employees.

## IV. RESPONSIBILITIES

A. Chief/Commanding Officer of the RDATU will be responsible for:

1. implementing agreed-upon standard operating procedures to ensure efficient operation and integrity of the RDATU.
2. ensuring the random selection of employees to be tested.
3. notifying the appropriate superior officer(s) of the employee selected for testing, which officer shall notify the employee.
4. ensuring the notification of the appropriate superior officer upon completion of the specimen collection process.
5. notification of positive test results to the employee, his/her superior officers (as necessary and appropriate), and to the Union's Director of Contract Enforcement or designee. An employee who tests positive will be relieved of duty and put on administrative leave with pay for a review of the results by the Medical Review Officer. Notification to the appropriate Superior Officer to ensure proper staffing of affected unit shall be initiated immediately by the RDATU staff.
6. maintaining the confidentiality and impartiality (randomness) of the testing process.

B. Superior Officer/Company and Unit Commander/Uniformed Employee Responsibility

1. Superior Officers, Company and Unit Commanders and other uniformed employees are responsible for compliance with this Order.
2. Employees notified that they have been selected for testing will report on or before their appointed time at the RDATU facility, except that platoon employees will be transported to the RDATU facility. To ensure compliance with minimum manning requirements, platoon employees assigned to vehicles and equipment covered under the minimum manning requirements of Article 16.4A and B of the Labor Agreement between the City and Local 2 shall be replaced until the employee returns to his/her assignment pursuant to subsections 4 and 5 below. A copy of the employee's attendance and assignment sheet which was completed at roll call will accompany the employee to the RDATU.



3. Upon arrival at the RDATU, employees will identify themselves (i.e. Department ID, drivers license if a requirement of employment, or other photo identification.)
4. No employee will be allowed to return to the employee's duty assignment without completion of the testing process.
5. Upon completion of the collection process, the employee will return to the employee's duty assignment if the results of the tests are negative.

~~BY ORDERS OF:~~



Cortez Trotter  
Fire Commissioner

**TO BE READ AT ROLL CALL(S) AND POSTED**

**Distribution: B**

## ATTACHMENT A

Substance Abuse and Mental Health  
Services Administration ("SAMHSA")  
Guidelines for Cutoff Concentrations in Drug Testing Program

Substance	<u>Initial Test Level</u>	<u>GC/MS Confirm Test Level</u>
ANABOLIC STEROIDS	Any Presence	Any Presence
AMPHETAMINES	1000 ng/mL	500 ng/mL
BARBITURATES	300 ng/mL	200 ng/mL
BENZODIAZEPINES	300 ng/mL	200 ng/mL
COCAINE METABOLITES	300 ng/mL	150 ng/mL
MARIJUANA METABOLITES	50 ng/mL	15 ng/mL
MDA/MDMR	250 ng/mL	200 ng/mL
METHADONE	300 ng/mL	300 ng/mL
OPIATES	2000 ng/mL	2000 ng/mL
PHENCYCLIDINE	25 ng/mL	25 ng/mL
PROPOXYPHENE	300 ng/mL	300 ng/mL

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

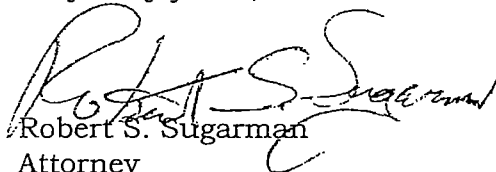
James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Dear Mr. Franczek:

This letter will confirm the agreement of the City and Local 2 that the provisions of General Order 87-008 (February 1, 1987) and the General Order on Random Drug & Alcohol shall remain in effect, unless modified by the parties.

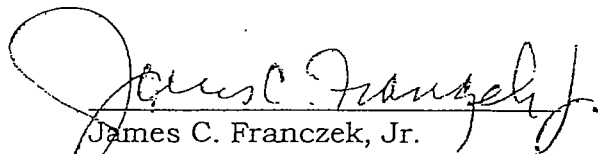
This letter will also confirm the parties' agreement that the Supplemental Recommendation Agreement (last chance agreement) and the terms of the Supplemental Recommendation Agreement attached hereto also shall remain in effect, unless modified by the parties.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

**CHICAGO FIRE DEPARTMENT  
SUPPLEMENTAL RECOMMENDATION AGREEMENT**

Name: \_\_\_\_\_ File No. \_\_\_\_\_

Consistent with General Order 87-008 and the Department Disciplinary Code/Policy, there will be a recommendation of discipline, as hereinafter set forth, to the Fire Commissioner for his approval based upon the specific offenses which are the subject matter of Investigative Review Number I.R.# \_\_\_\_\_

Recommended Discipline: \_\_\_\_\_ Termination

The above recommendation MAY be held in abeyance under certain conditions to which the employee must agree, to allow the employee one opportunity to avoid discipline while seeking to correct his/her conduct or behavior through professional rehabilitation and the employee assistance program.

Those conditions are as follows:

I. Medical Tests

The employee agrees to submit to random screening which shall include testing for the presence of drugs and/or alcohol.

II. Program Participation

The member will be required to enroll in an appropriate rehabilitative or employee assistance program which is acceptable to the Employee Assistance Counselors. Their recommendation, if approved by the Fire Commissioner, will permit the discipline to be held in abeyance for a period of one year, provided the employee is making continued progress in such program. If the member tests positive for drugs and/or alcohol at any time during the one year period, either on or off duty, all discipline held in abeyance will be immediately imposed.

Rehabilitation assistance is available to employees at any time, but may be used only once to hold discipline in abeyance. Employees completing a full year of continued progress in a recommended program will be given an oral reprimand with a clear warning that any second involvement with drugs and/or alcohol will result in termination which will not be held in abeyance by any further participation in an employee assistance program.

Refusal to submit to initial medical testing or subsequent tests under the agreed terms shall result in immediate imposition of discipline.

III. Program Progress

The employee will be evaluated by the department's Employee Assistance Counselors as to continued progress in the appropriate program. Where the employee fails to properly participate or comply with the terms of the Supplemental Recommendation/Agreement, the Disciplinary Officer shall be so notified and the initial recommendation of discipline shall be imposed.

IV. Criminal Conviction

Where the employee is convicted, at any time, either during participation in any program or not, of any section of the Cannabis Control Act, the Controlled Substance Act or D.U.I. the appropriate discipline, including termination, shall immediately be processed.

NOTIFICATION REVIEW DATE: \_\_\_\_\_

Employee:

I acknowledge the conditions and agree to abide by the terms of the above Supplemental Recommendation/Agreement as of the date indicated below. I further agree to waive any rights I may have to contest or challenge any matters arising out of the drug and alcohol screening conducted in this case, the subject matter of this Supplemental Recommendation/Agreement and the events that lead up to it.

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
File No.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Employee Assistance Counselor:

I recommend this employee be given the opportunity to have disciplinary action held in abeyance during his/her participation and progress in a program of rehabilitation, which shall be monitored and evaluated by this office with due regard to confidentiality of the employee.

\_\_\_\_\_  
Employee Assistance Program Counselor

\_\_\_\_\_  
Date

Disciplinary Officer:

The recommendation discipline in this file shall be held in abeyance and this Supplemental Disciplinary Recommendation/Agreement shall be forwarded to the Fire Commissioner for his approval.

\_\_\_\_\_  
Disciplinary Officer

Approved:

\_\_\_\_\_  
Bureau Deputy Commissioner

Approved:

\_\_\_\_\_  
Fire Commissioner

**CHICAGO FIRE DEPARTMENT**  
**TERMS OF THE SUPPLEMENTAL/RECOMMENDATION AGREEMENT**  
**EMPLOYEE ASSISTANCE PROGRAM**

Under the terms of your Supplemental/Recommendation Agreement, which are hereby incorporated and made a part of this Employee Assistance Program Agreement, the following are specific Employee Assistance Program conditions with which you must comply to hold your discipline in abeyance.

1. I, \_\_\_\_\_ agree to remain free of all drugs/alcohol and any mind/mood altering chemical or substances.

ANY POSITIVE ALCOHOL/DRUG TEST WITHIN THE ONE (1) YEAR PERIOD WILL CAUSE ALL DISCIPLINE HELD IN ABEYANCE TO BE IMPOSED. ANY FUTURE VIOLATIONS OF THE FIRE DEPARTMENT'S SUBSTANCE ABUSE POLICY WILL RESULT IN TERMINATION WHICH WILL NOT BE HELD IN ABEYANCE BY THE EMPLOYEE ASSISTANCE PROGRAM.

2. I will enroll, participate and successfully complete a rehabilitation and/or referral program determined to be appropriate by the Employee Assistance Officers. I will submit verification of participation in the required rehabilitation program.
3. In the event that I shall require medical attention it is my obligation to notify treating personnel of my history of substance abuse. It is also my obligation to inform the medical Section of any medications I am required to take. I understand that if I fail to notify the Medical Section as outlined above and test positive, the discipline held in abeyance will be imposed.
4. I will also abide by the following specific terms as directed by the Employee assistance Counselors.
5. I understand that progress reports of the lack thereof will be made available to the Disciplinary Officer and the appropriate Fire Department personnel.
6. I understand that any expenses not covered by my health care benefits plan are my responsibility.

I have read and agree to the above terms. I understand that failure to abide by the Supplemental/Recommendation Agreement – Employee Assistance Program will result in discharge.

\_\_\_\_\_  
File No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
EAP Counselor

\_\_\_\_\_  
Date

SUGARMAN & HORWITZ, LLP

*Attorneys at Law*

221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Employee Assistance Program

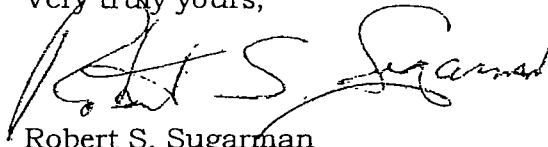
Dear Mr. Franczek:

This will confirm the agreement of the City and Local 2 that, effective January 1, 2010 and each January thereafter for the term of the contract, the City will contribute the annual sum of \$65,000.00 in the first quarter of each year to the following recipients in the following amounts:

Rosecrance	\$30,000.00
Guildhaus	\$25,000.00
Labor Assistance Professionals	\$10,000.00

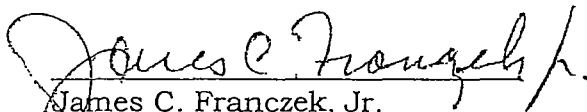
It is further agreed that employees shall be allowed to utilize out of state EAP treatment centers.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10th day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

T: 312.986.0300 | F: 312.986.9192 | WWW.FRANCZEK.COM

JAMES C. FRANCZEK, JR.

312.786.6110

jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Alternative Medical Coverage**

Dear Mr. Sugarman:

This letter sets forth the parties' agreement with respect to the issue of alternate medical coverage in the case of employees who fail to comply with the City's medical plan enrollment requirements.

1. The City will offer alternate coverage for individuals who (a) are otherwise eligible under the Plan; (b) have been denied coverage under the Plan because they failed to comply with the Plan's enrollment requirements; (c) first became eligible for coverage subsequent to the close of the last most recent open enrollment period; and (d) agree to pay the required premium.

2. In addition, persons who are entitled to coverage as the spouse of an eligible employee shall not be eligible for alternate coverage if the spouse is currently covered by other medical insurance. Also, the employee must not cover another person as spouse at the time the application for coverage is made by the employee.

3. When an employee who has applied for coverage for an otherwise eligible dependent is denied coverage because of failure to meet enrollment deadlines, the employee shall be notified of the availability of the Alternative Coverage. The employee shall have thirty (30) days to respond to the offer of Alternative Coverage. The employee shall elect one of the following:

a. Retrospective coverage. Coverage shall be effective as of the date the dependent would have been eligible for coverage had the employee completed the enrollment on a timely basis. If the employee elects retrospective coverage, the employee must pay the required premium from the date of eligibility through the next December 31. Premium payment(s) shall be due for the period of retrospective coverage upon submission of the application. Premiums shall be due thereafter no later than the first day of the month for which the coverage is effective.



b. Prospective coverage only. Coverage shall be effective on the first day of the month following the month in which the required premium is submitted. Premiums are due thereafter no later than the first day of the month for which the coverage is effective.

c. In the event the employee fails to apply for Alternative coverage within the time specified, the employee may next apply for coverage for the dependent during the open enrollment period. No further offer of Alternative Coverage shall be made to the employee with respect to the applicable dependent.

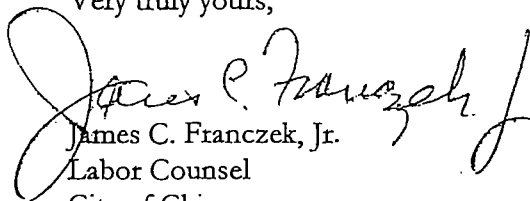
4. The Alternative Coverage shall be provided on the same basis as the coverage of the plan selected by the employee. Coverage shall be made available under the Plan as of the Effective Date of the Alternative Coverage without regard to pre-existing conditions. The dependent covered under the Alternative Coverage will be included in the membership unit of the employee. Further, covered expenses will be included in any calculation of deductible or out-of-pocket expenses, annual and lifetime benefit maximums in accordance with the applicable plan.

5. The cost of the Alternative Coverage as of the effective date of this letter shall be \$197.97 per covered person per month. However, no employee shall be required to pay more than \$594 per month effective with the effective date of this amendment. The premium for the Alternative Coverage shall be adjusted on each January 1 occurring thereafter by the amount of the change in the Medical Care Component of the Consumer Price Index for Urban wage earners for the most recently reported 12 months.

6. Premiums for the Alternative Coverage shall be made in the form of a check or money order. Cash cannot be accepted, nor can a deduction be made from the paycheck of an employee. In the event an employee submits a check which is returned from the bank because of non-sufficient funds (NSF), the Alternative Coverage shall be terminated as of the last day for which premium payments have been received.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2  
JCF:mp

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



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JAMES C. FRANCZEK, JR.  
312.786.6110  
jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Re: Public Act 98-43

Dear Mr. Sugarman:

This will confirm that in 2013 Public Act 98-43 was enacted into law. This legislation amended the Firemen's Annuity and Benefit Fund Act, 40 ILCS 5/6-101 et seq., and authorizes the Fund's Retirement Board to pay to the City of Chicago, on behalf of annuitants of the Fund who participate in any of the City's health care plans, a subsidy consisting of \$95 per month for each such annuitant who is not eligible to receive Medicare benefits and \$65 per month for each such annuitant who is eligible to receive Medicare benefits. Pursuant to the terms of the legislation, this subsidy shall continue until such time as the City no longer provides a health care plan for such annuitants or December 31, 2016, whichever comes first.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



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JAMES C. FRANCZEK, JR.

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jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Dear Mr. Sugarman:

This letter will acknowledge that when the City placed Engine Company 61 out of service, Engine Company 61's three (3) assigned Engineer positions were converted to relief positions.

The City agreed that, as a result of Engine Company 61 being placed out of service, the number of budgeted Engineer positions has not and will not be reduced.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr.

Labor Counsel  
City of Chicago

Acknowledged and Agreed to this

10<sup>th</sup> day of April, 2014.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

# FRANCZEKRADELET

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JAMES C. FRANCZEK, JR.

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jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Dear Mr. Sugarman:

The parties acknowledge the Department's historical and traditional practice of balancing manpower, inclusive of identifying employees to be detailed or rehired, on the shift day prior to the work day in question. The Department agrees, effective upon the date of this letter, that as part of this manpower balancing process, it will not utilize or rely upon any employee assigned to a Squad (for the following shift day) to serve as an employee to be detailed to another company. An employee assigned to a Squad may be detailed to another company on the work day in question only in response to a manpower need arising subsequent to the manpower balancing process described immediately above.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

# SUGARMAN & HORWITZ, LLP

*Attorneys at Law*

221 N. LaSalle Street, Suite 626

Chicago, IL 60601-1241

Tel: 312.629.2920

Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Off Duty D.U.I.s

Dear Mr. Franczek:

This letter will confirm the parties' agreement to abide by the May 14, 2009 Supplemental Order of Arbitrator Benn relative to off duty D.U.I.s, as follows:

1. This is applicable only to those employees required to have a valid driver's license as a condition of employment with the Chicago Fire Department.
2. In the event the Department gains knowledge that such employee has been involved in an off duty D.U.I., the Department can put the employee on paid administrative leave.
3. Upon suspension of the employee's driver's license for an off duty D.U.I., the employee shall be given an option. First, if allowed to drive by the State of Illinois under conditions set by the State, the Department can offer the employee a Last Chance Agreement ("L.C.A.") and, if accepted by the employee, the employee shall be obligated to comply with the terms of the L.C.A. Second, if the employee chooses not to sign the L.C.A., the employee shall be placed on unpaid leave of absence for a period not to exceed 20 months in which time the employee can regain his or her driver's license from the State. If the employee cannot regain his or her driver's license within the 20 months period, the employee can be discharged.
4. If the employee opts to take an unpaid leave of absence under the provisions of paragraph 3 and is able to regain his or her driver's license, the employee shall be subject to disciplinary action on a case-by-case basis. Employees whose infractions involve only D.U.I. with no other infractions shall be given a written reprimand. Employees involved in D.U.I. with other infractions may be subject to greater disciplinary action. The Union shall have the right to challenge any discipline imposed under this paragraph pursuant to the terms of the grievance and arbitration procedures of the Labor Contract.

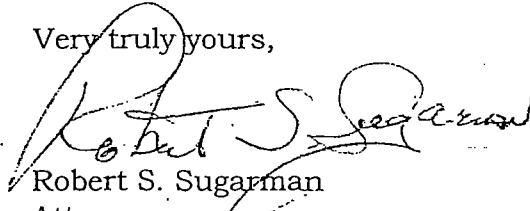
SUGARMAN & HORWITZ, LLP

James C. Franczek, Jr., Esq.  
April 10, 2014  
Page Two

5. Employees regaining their licenses and returning to duty under these terms shall be immediately reinstated by the Department allowing for reasonable time for processing.

Your confirmation of this agreement in the space below will be appreciated.

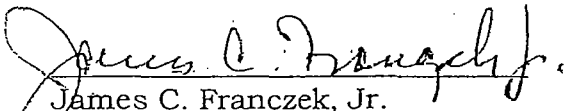
Very truly yours,



Robert S. Sugarman  
Attorney

Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

April 10, 2014

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

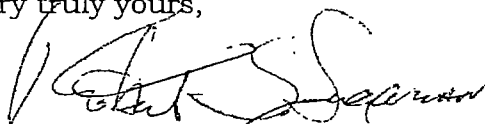
Re: Contract Sections 3.4 and 7.3

Dear Mr. Franczek:

This letter will confirm our agreement with respect to the application of the proviso in Section 7.3 of the labor contract prohibiting outside employment while on layup, and as set forth in the negotiated Medical Order, in the context of employees designated to serve on behalf of the Union pursuant to Section 3.4.

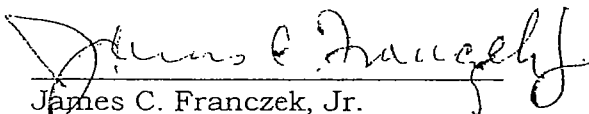
The parties acknowledge that all employees, including Union officials and other Union representatives not on a leave of absence, are subject to Section 7.3. The parties also acknowledge that from time to time, a Union official or other Union representative on layup may act in his/her representative capacity to represent the Union's interest or a bargaining unit member's interest in an investigation, a disciplinary hearing, a mediation session, a bargaining session or other appropriate Union activity, such that it is not feasible for a different Union official or other Union representative to act in his/her stead. The Union official or other Union representative will contact the designated Department representative to secure approval to engage in the Union activity, and such approval shall not unreasonably be denied. Where approval has been granted, the parties agree that this does not constitute performance of outside employment in violation of either Section 7.3 or the Medical Order.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10th day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*

221 N. LaSalle Street, Suite 626

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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

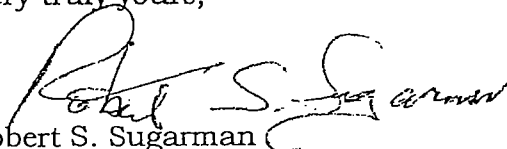
James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Medical Order

Dear Mr. Franczek:

This letter confirms the agreement between Local 2 and the City that the provisions of the Medical Order (G.O. No. 10-011, dated September 16, 2010) shall remain in effect unless modified by the parties.

Very truly yours,

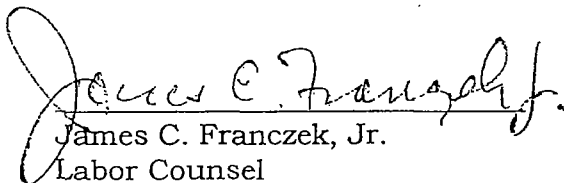


Robert S. Sugarman

Attorney

Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.

Labor Counsel  
City of Chicago

RSS/jmh



**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

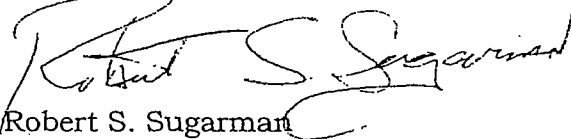
Re: Return to Duty Status  
from Extended Medical

Dear Mr. Franczek:

Regarding the Department Medical Procedure (General Order 10-001, September 16, 2010), this will confirm the parties' agreement that an employee, upon return to Duty Status from Extended Medical, shall immediately be inserted on the applicable Overtime Distribution List based upon the employee's last date of overtime rehire.

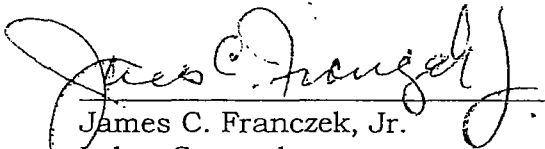
If this comports with your understanding, kindly so indicate in the space provided below.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606  
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JAMES C. FRANCZEK, JR.  
312.786.6110  
jcf@franczek.com

April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Re: Joint Pension Committee

Dear Mr. Sugarman:

This letter confirms the agreement of the City of Chicago and Chicago Fire Fighters Union, Local 2 to establish a Joint Pension Committee, comprised of no more than three (3) members from each party. The committee shall have the responsibility to review, research and make recommendations regarding any legislation related to the Firemen's Annuity and Benefit Fund of Chicago. (40 ILCS 5 / Article 6)

This letter also confirms the parties' agreement that the committee be established, operational and fully functioning prior to the 2010 veto session of the 96<sup>th</sup> General Assembly and that it continue to function thereafter.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

A handwritten signature in cursive script that reads "James C. Franczek, Jr.".

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

A handwritten signature in cursive script that reads "Robert S. Sugarman".

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*

221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

April 10, 2014

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

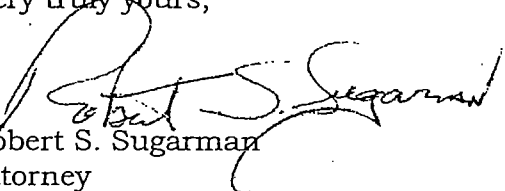
James C. Franczek, Jr., Esq.,  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Joint Promotions Committee

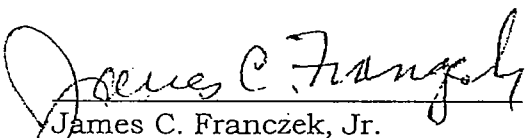
Dear Mr. Franczek:

This letter confirms the agreement of the City of Chicago and Local 2 to establish a Joint Committee, three from each party, to meet at the request of the Fire Commissioner or the Union President to review, research and recommend changes to Contract Section 9.3 regarding the §9.3 promotions process in creating eligibility lists, including, but not limited to, tests, test criteria, pilot programs and other methods to fairly and accurately test employees for promotion to higher positions.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

April 10, 2014

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Additional ALS Ambulances

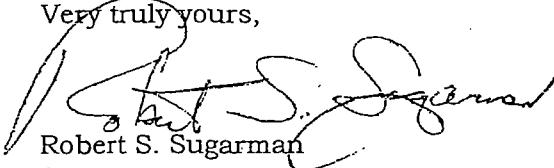
Dear Mr. Franczek:

The Union and the City agree that the creation of ALS ambulances in addition to 75 during the term of this collective bargaining agreement is mutually desirable and will enhance significantly the Emergency Medical Services provided by the Chicago Fire Department. To that end, the parties agree, as follows:

1. The City and the Union will each appoint three persons to an ALS Ambulance Committee no later than 60 calendar days following ratification of this Agreement.
2. The Committee shall make recommendations to the City and the Union regarding additional ALS ambulances and consider such factors as the Committee deems appropriate.
3. The Committee shall make every effort to assess and implement the appropriateness of at least the addition of five ALS ambulances by July 1, 2016.
4. In the event that additional ALS ambulances are created beyond 75, they shall be staffed with one paramedic and a P.I.C. or A.C. on a daily basis.

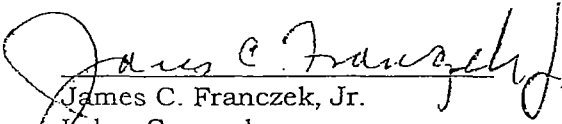
If the above comports with your understanding, please so indicate in the space provided below.

Very truly yours,



Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*

221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

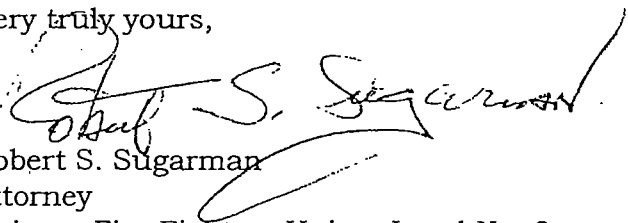
Dear Mr. Franczek:

This letter will confirm the parties' agreement regarding implementation of Contract Article IX, Sec. 9.2A relative to mandatory rehire of EMS platoon employees:

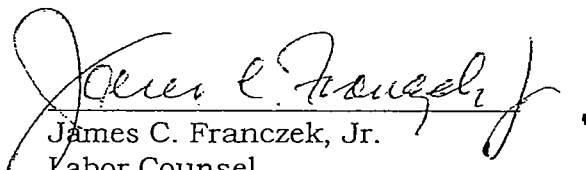
1. When any EMS platoon employee is mandatorily rehired, the letter "M" will be placed next to the employee's name; and
2. An EMS platoon employee with an "M" next to the employee's name shall not again be mandatorily rehired until all other EMS platoon employees on the same overtime distribution list have been mandatorily rehired.

If this comports with your understanding, kindly so indicate in the space provided below.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Implementation of Furlough Selection Process

Dear Mr. Franczek:

---

This letter confirms the following agreement of the parties.

Pursuant to the December 20, 2013 Furlough Arbitration award and decision and in implementation of the furlough selection process, it is agreed that:

A. Employees shall select and be assigned furloughs based upon the contract's §7.1B criteria in place at the time of their selections, except if an employee is transferred, based upon the employee's transfer request, or promoted during the selection period, the employee's furlough assignment shall be based upon the new promotion or transfer assignment, and new Platoon/Daley Day assignment, if applicable, and shall be based upon the employee's selection form;

B. The furlough selection period shall be not less than thirty-five (35) consecutive calendar days, and shall begin no later than September 15 and end no later than October 17 of each year. The furlough assignment process shall begin on October 18 of each year and the furlough assignment period shall end no later than November 15 of each year; and such dates shall be reflected in the Department Orders (i.e., "Furlough Schedule For Uniformed Members of the Bureau of Operations, Division of Fire, Suppression & Rescue" and "Furlough Schedule For Uniformed Members of the Bureau of Operations, Division of EMS");

C. The Department shall not balance manpower by changing Daley Days, Platoons or otherwise during the furlough selection and assignment periods that changes, or results in changing any employee's furlough selection, except in situations of transfers, upon the employee's transfer request, or promotions that take effect within the furlough selection period, as provided in paragraph A. above:

1) Employees promoted after the selection period or after furloughs have been assigned shall have their choice of open furloughs (as designated by the Department) on their Platoon/Daley Day assignment in the district/division/unit to which they are assigned -- if more than one person is involved, seniority shall govern;

SUGARMAN & HORWITZ, LLP

James C. Franczek, Jr., Esq.  
April 10, 2014  
Page Two

2) Employees transferred, upon their transfer request, after the selection period or after furloughs have been assigned shall have their choice of open furloughs (as designated by the Department) in their Platoon/Daley Day assignment in the district/division/unit to which they are assigned -- if more than one person is involved, seniority shall govern; and

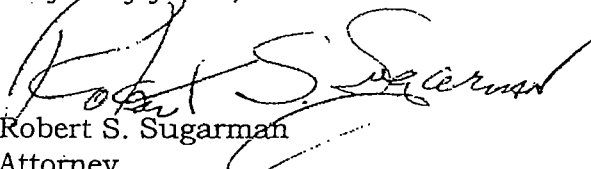
3) An employee whose Platoon or Daley Day is changed on orders of the Department outside of the furlough selection and assignment periods shall retain the employee's furlough selection and assignment;

D. An employee who is transferred, upon the employee's transfer request, or who is promoted during or after the furlough selection period closes shall be assigned furloughs to which the employee is entitled within thirty-five (35) calendar days of the employee's transfer or promotion;

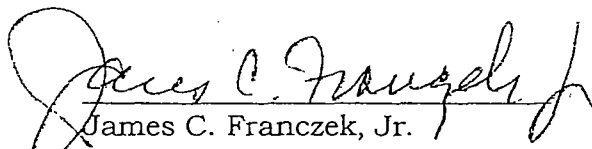
E. Within fourteen (14) calendar days following an employee's return to duty status (e.g., from extended medical status, or otherwise), the employee shall be notified of the furlough assignments to which the employee is entitled; and

F. When an employee's Platoon or Daley Day is changed on orders of the Department, the employee shall be given notice of the change at least fifteen (15) calendar days before the change.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

# FRANCZEK RADELET

ATTORNEYS & COUNSELORS



300 SOUTH WACKER DRIVE, SUITE 3400 | CHICAGO, IL 60606

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312.786.6110

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April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

**Re: Airport Red-Stripe Personnel**

Dear Mr. Sugarman:

This will confirm the parties' agreement that should the Fire Department need a Red-Stripe employee for a particular airport (*i.e.*, O'Hare or Midway), the Department will go down the overtime distribution list until a Red-Stripe employee for that particular airport is located. An employee may be "passed over" if the employee does not have a Red-Stripe certification for the airport (manpower) need for that particular day.

As with any employee, should the Red-Stripe employee refuse overtime, he/she will go to the bottom of the overtime distribution list.

It is further understood that the Department will use its best efforts to train personnel to obtain Red-Stripe certification for employees at both airports and will attempt not to utilize passovers.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2  
JCF:mp



**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*  
221 N. LaSalle Street, Suite 626  
Chicago, IL 60601-1241  
Tel: 312.629.2920  
Fax: 312.629.2930

April 10, 2014

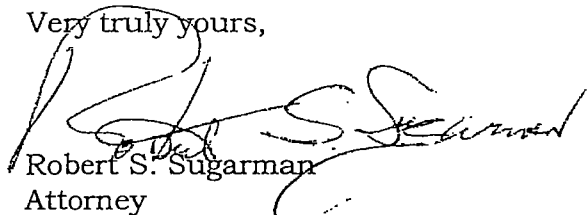
ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

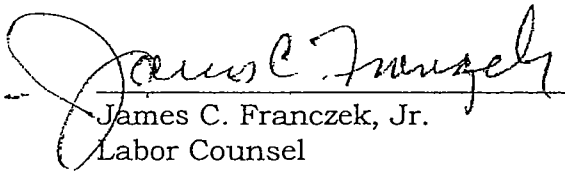
Dear Mr. Franczek:

This will confirm the parties agreement that the following June 27, 2011 agreement as modified regarding Special Operations Battalion Chief ("5-1-5"), shall continue in effect as set forth herein.

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

MEMORANDUM OF AGREEMENT

The Chicago Fire Department ("Department") and Chicago Fire Fighters Union, Local No. 2 ("Union") agree as follows:

In acknowledgment of the successful experience of the Program for Special Operations Battalion Chief ("5-1-5"), the parties hereby incorporate the 5-1-5 assignment as a permanent position into their collective bargaining agreement ("Agreement"). In order to accommodate the incorporation of this assignment, the



# SUGARMAN & HORWITZ, LLP

James C. Franczek, Jr.

April 10, 2014

Page 2

parties agree that it is necessary to adjust the application of existing provisions of the Agreement, as set forth below:

1) The 5-1-5 assignment shall be a resume position within the meaning of § 16.7C(1) (i.e., the Employer shall determine and post reasonable job qualifications, and the job(s) shall be filled on the basis of seniority by employees who have such qualifications), and future vacancies shall be filled in accordance with the provisions applicable to such positions. The parties agree that those Battalion Chiefs who previously applied for the 5-1-5 assignment and were certified by the Department as having satisfied the posted qualifications for that assignment as part of the Pilot Program shall be regarded as incumbent certified Chiefs within this assignment upon its recognition as a permanent assignment.

2) It is contemplated that because there are more certified Chiefs within the 5-1-5 assignment than there are positions available for them, all such certified individuals will continue to hold their regular assignments as Battalion Chiefs, whether permanently assigned to a specific Battalion or as a Relief Battalion Chief. On those duty days when they are not assigned to the 5-1-5 assignment, they will function as a regularly assigned or relief Battalion Chief, as applicable.

3) The Department shall man the 5-1-5 assignment on a daily basis, which assignment shall be separate from the requirements of § 16.4A(3). On days when the assigned certified Chief is not available, the Department may fill the 5-1-5 assignment by detailing an available, certified Chief who would otherwise be functioning as a regularly assigned or relief Battalion Chief. Where the detailing of such a certified Chief leaves an unmanned Battalion Chief position in the Bureau of Operations that day, the Department shall, within its discretion, either utilize an acting variance pursuant to §§ 16.4D(b), (d)1(a) and (b), or rehire a Battalion Chief pursuant to § 9.2A. If no certified Chief is available to be detailed to the 5-1-5 assignment, the Department shall fill the 5-1-5 assignment by rehiring a certified Chief from the applicable overtime list. Overtime in the 5-1-5 assignment shall be distributed in accordance with the provisions applicable to asterisked certifications in § 9.2A.

4) If at any time a certified Chief no longer wishes to serve in the 5-1-5 assignment, he shall submit written notification of such request on a form developed by the Department, which request shall be granted. The Department shall share such information with the Union.

SUGARMAN & HORWITZ, LLP

James C. Franczek, Jr.  
April 10, 2014  
Page 3

5) The provisions of this Memorandum of Agreement shall be effective as of 0800 on June 29, 2011 and shall be coterminous with the Agreement, and any extension thereof.

Acknowledged and Agreed to:

/s/ Thomas E. Ryan, Jr.  
Thomas E. Ryan, Jr.  
President  
Chicago Fire Fighters Union,  
Local 2

April 7, 2014  
Date

/s/ Jose A. Santiago  
Jose A. Santiago  
Fire Commissioner  
Chicago Fire Department

April 7, 2014  
Date

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*

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ROBERT S. SUGARMAN  
STEPHEN B. HORWITZ

April 10, 2014

James C. Franczek, Jr., Esq.  
Franczek Radelet P.C.  
300 South Wacker Drive, Suite 3400  
Chicago, Illinois 60606-6785

Re: Collections Regarding Medical Services

Dear Mr. Franczek:

This letter confirms the parties' agreement that the Department's Personnel Director will provide the following letter to medical providers and/or collection agencies that have demanded payment for hospital and medical bills from employees who claim that such expenses are duty-related and who have filed medical grievances regarding such expenses pursuant to Section 10.9 of this Agreement:

"Dear \_\_\_\_\_:

[*Name of employee*] has been notified by your office that payment for hospital and/or medical expenses is now due.

Please be advised that [*name of employee*] claims that these expenses arise from a duty-related injury or illness.

In the event that the injury or illness is determined to be duty-related, the City of Chicago's Committee on Finance will reimburse you for all expenses arising from that injury or illness. In the event that the injury or illness is determined not to be duty-related, the claims administrator for the City of Chicago's Medical Plan will reimburse you for all expenses arising from that injury or illness in accordance with the Plan's provisions.

Accordingly, once this determination has been made, you will be reimbursed for the hospital and/or medical expenses for which you currently seek payment. Pending that determination, any requests for payment, collection demands or garnishment actions are premature. The City therefore requests, on behalf of [*name of employee*], that such actions be delayed pending resolution of the underlying claim.

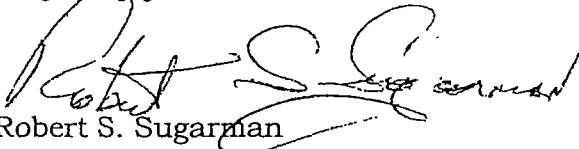


SUGARMAN & HORWITZ, LLP

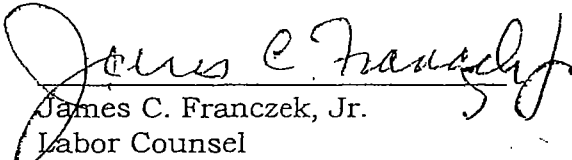
James C. Franczek, Jr., Esq.  
April 10, 2014  
Page Two

If you have any questions regarding these matters, please contact  
[name of City employee] for additional information."

Very truly yours,

  
Robert S. Sugarman  
Attorney  
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

  
James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh

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April 10, 2014

Robert S. Sugarman, Esq.  
Sugarman & Horwitz, LLP  
221 North LaSalle Street – Suite 626  
Chicago, IL 60601-1241

Re: W-2 Letter

Dear Mr. Sugarman:

This letter confirms the parties' agreement that the City will provide employees covered by this Agreement with adjusted W-2 forms indicating payment for any time that employees spend on duty-related injury or illness medical status, as such payment is in lieu of Workers' Compensation.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "James C. Franczek, Jr.", written over a horizontal line.

James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.

A handwritten signature in black ink, appearing to read "Robert S. Sugarman", written over a horizontal line.

Robert S. Sugarman, Attorney  
Chicago Fire Fighters Union, Local No. 2

JCF:mp

**SUGARMAN & HORWITZ, LLP**

*Attorneys at Law*

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April 10, 2014

ROBERT S. SUGARMAN  
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Chicago, Illinois 60606-6785

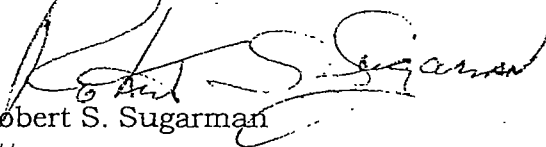
Dear Mr. Franczek:

This will confirm the parties' agreement that paragraph 7 of the Administrative Rights of the Chicago Fire Department utilized by the Internal Affairs Division of the Chicago Fire Department shall be amended to read:

"7. I understand that by law any admission or statement made by me during the course of this hearing, interview/interrogation, or examination, and/or the fruits thereof cannot be used against me in a subsequent criminal proceeding.

The undersigned hereby acknowledges that I was informed of the above rights."

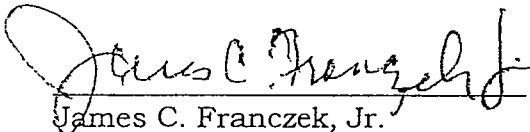
Very truly yours,



Robert S. Sugarman  
Attorney

Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this  
10<sup>th</sup> day of April, 2014.



James C. Franczek, Jr.  
Labor Counsel  
City of Chicago

RSS/jmh



# City of Chicago



O2014-5601

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Collective Bargaining Agreement with Policemen's Benevolent & Protective Association of Illinois, Unit 156- Captains
<b>Committee(s) Assignment:</b>	Committee on Workforce Development and Audit





OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance approving an agreement between the City of Chicago and the Policemen's Benevolent & Protective Association of Illinois, Unit 156-Captains.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

**ORDINANCE**

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

SECTION 1. The City Council hereby approves an agreement, substantially in the form attached, between the City of Chicago and the Policemen's Benevolent & Protective Association of Illinois, Unit 156-Captains. The Mayor is authorized to execute that agreement.

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

**AGREEMENT**

**BETWEEN THE**

**CITY OF CHICAGO**

**AND THE**

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

**Effective July 1, 2012 through June 30, 2016**

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## **ARTICLE 1**

### **PREAMBLE**

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation, (hereinafter referred to as the "Employer") and the Policemen's Benevolent & Protective Association of Illinois, Unit 156-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(s) 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 at a time, provided that if a second interrogator participates in the interrogation, he or she shall be present for the entire interrogation.

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

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(s) and all persons present during the interview and the nature of the complaint, including the date, time, location and relevant Records Division ("R.D.") number, if known. When a formal statement is being taken, all questions directed to the Captain being interviewed shall be asked by and through one interviewer at a time, provided that if a second interviewer participates in the interview, he or she shall be present for the entire interview.

D. The 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.

## **Section 6.11 Mediation**

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

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

The parties shall discuss the allegations and the IAD’s/IPRA’s position regarding the finding of the case and the recommended penalty. Statements made and information conveyed at the mediation which are not included in the file at the time of the mediation will not be used against the Captain or

included in the file at any later date. By accepting the agreed upon finding and recommendation, the accused Captain is waiving his/her right to grieve or appeal the finding and the recommendation. The accused Captain is not required to submit any statement or response. If the parties cannot reach an agreement, the process will continue.

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

## **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 156Captains 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 156Captains shall then determine whether in its opinion a valid grievance exists. Unless Unit 156Captains elects to proceed, there shall be no further action taken under this procedure. If Unit 156Captains 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 9.3A Suspension Grievances**

#### **A. Suspensions of Ten (10) days or Fewer**

A Captain who receives a recommendation for a suspension for a period of ten (10) days or fewer, may file a grievance challenging and seeking review of that recommendation. Such grievances will be reviewed through a Summary Opinion, as described below, which shall be binding. The Summary Opinion process of review requires the Employer to provide a copy of the investigative file, including all internal reviews of the file, to Unit 156C for review. An Arbitrator, selected by mutual agreement of the parties, will also receive the file from the Employer.

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

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

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

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

#### B. Suspensions of Eleven (11) Days or More

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

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

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

A. Except as specified in subsection (B), the Arbitrator shall have no right to amend, modify, nullify, disregard, add to or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit, in writing, his/her decision to the Employer and to Unit 156-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 nonreligious 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.



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

Effective for disciplinary investigations concluding upon ratification of this collective bargaining agreement, in the event the Employer recommends a disciplinary penalty upon a Captain as a result of a disciplinary investigation that took more than eighteen (18) months to conclude, as measured from the date on which the disciplinary investigation was opened, upon request of Unit 156C, the Arbitrator, who shall be the same Arbitrator selected to hear the merits of the disciplinary penalty, shall convene a hearing, preliminary to the hearing on the merits, to determine whether there was a reasonable basis for the investigation to take longer than eighteen (18) months. At the preliminary hearing the Employer shall bear the burden of demonstrating the existence of reasonable cause. "Reasonable cause" may include, but is not limited to, such factors as unavailability of the accused Captain or a critical witness, delays attributable to the Captain or his or her attorney, the unusual complexity of the matter under investigation, the need to investigate claims or new evidence arising in the course of the investigation, the pendency of a criminal investigation involving the matter under investigation, etc. If the Arbitrator determines there was reasonable cause for the investigation to take longer than eighteen (18) months, the Arbitrator shall proceed to the hearing on the merits of the disciplinary penalty against the Captain.

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

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

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

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

The resolution of a grievance satisfactory to Unit 156-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**

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

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

1. A holiday specified in Section 11.1 may not be selected as a personal day.

2. Prior to January 1 of each year, the Department may identify up to three (3) dates for each watch during which personal days may not be scheduled, provided that the operation of this paragraph shall not result in more than three (3) denials for any Captain during the course of a calendar year.

3. Notwithstanding paragraph 2, the Department retains its existing right to deny a personal day in response to sudden or unexpected events or circumstances that customarily would require maximum sworn staffing levels. If the Department intends to exercise this right, the Department shall provide Unit 156-Captains with twenty-one (21) days' notice of its intent or as much notice as is possible given the events or circumstances at issue.

C. Captains may elect to be paid for six (6) 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 six (6) 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 AND SPECIAL EMPLOYMENT**

#### **Section 16.1 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. No Captain on the Medical Roll may engage in secondary employment.

#### **Section 16.2 Special Employment**

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

## **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. With respect to the four (4) Board of Directors meetings (per year), in the event an elected official or member of the Board of Directors is scheduled to work on a watch adjacent to the watch on which the meeting is being held, that individual shall be excused, with pay, from having to work that watch (e.g., if the meeting is scheduled during the 3<sup>rd</sup> watch of June 25, a Captain assigned to work the 2<sup>nd</sup> watch on June 25 or the 1<sup>st</sup> watch on June 26 will be excused, with pay). This provision applies only to those Captains actually scheduled to work that day; Captains on furlough, medical, baby furlough day, personal day, etc., that day are not entitled to any additional paid time off. The Department further agrees to continue the practice, with respect to the Board of Directors meetings referenced above, pursuant to which elected officials or members of the Board of Directors who are scheduled to work on the watch for which the meeting is scheduled, shall be excused, with pay, from having to work that watch (e.g., if the meeting is scheduled during the 3<sup>rd</sup> watch, a Captain assigned to work that watch on that day will be excused with pay for the entire tour of duty).

### **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, 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. In the case of a death of a brother-in-law or a sister-in-law of a Captain and where the death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the five (5) consecutive days of bereavement leave shall consist of three (3) days leave which the Captain, at his or her option, may extend by an additional two (2) days by utilizing accrued compensatory or other elective time. Where the Captain so elects, use of the time may not be denied by the Employer. For purposes of this Section, those states contiguous to Illinois are Missouri, Iowa, Wisconsin, Indiana, Kentucky and Michigan.

## ARTICLE 20

### HOURS AND OVERTIME

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

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

#### Section 20.2 Compensation for Overtime

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

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

#### Section 20.3 Call Back/Reporting on Regular Day Off

A call back is defined as an official assignment of work (including reporting to the Medical Services Section, but not for release from the medical roll) which does not continuously precede or continuously follow a 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 20.4 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 20.5 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 20.6 Day Off Changes**

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

1. In-service training;
2. Elective training;
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 20.7 Accumulation of Compensatory Time**

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

### **Section 20.8 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 20.9 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 20.10 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 20.11 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.

C. Notwithstanding the above, effective the first full police period following the final date of ratification of this Agreement, and continuing through the twelfth police period of 2015, the parties agree to implement a pilot program pursuant to which changes may be made in the work schedule of Captains assigned as Executive Officers in District Law Enforcement without payment of premium compensation under this Section, subject to the following understandings and requirements:

1) The Department has advised the Union that the nature of the Executive Officer assignment, in light of its varied high level responsibilities, requires flexibility in scheduling beyond that afforded under Article 20 in the predecessor collective bargaining agreement. The Union has advised the Department that it appreciates the unique character of the Executive Officer assignment but needs to preserve a reasonable degree of certainty in the work schedule of its members and the need to ensure that there are appropriate safeguards to prevent abusive, excessive or otherwise inappropriate changes in schedule.

2) Captains assigned as Executive Officers in District Law Enforcement will retain their assigned watch, but may be assigned to start work more than ~~three (3)~~ two (2) hours from the designated starting time for that watch on up to three (3) occasions during the first four twenty-eight day police periods of the pilot program and four (4) occasions during each twenty-eight day police period of the pilot program thereafter without payment of additional compensation, provided the change is for legitimate operational reasons and is not arbitrary, capricious or discriminatory. "Occasion", for purposes of this paragraph, shall be an individual tour of duty. Changes in starting time pursuant to this paragraph shall not impact the Executive Officer's day off group assignment.

3) To ensure that such schedule changes are for appropriate reasons, the Union and the Department will each designate one (1) individual to coordinate oversight of this pilot program. In the event the Union believes an individual schedule change is not appropriate under

paragraph (2) above, its designated representative shall immediately contact the Department's representative, who shall promptly investigate the circumstances of the schedule change in issue, and shall share the results of the investigation with the Union's representative. If the two representatives agree that the schedule change is not appropriate, the Department shall rescind or modify the change accordingly. The two representatives shall remain in consistent communication regarding this pilot program for the purpose of ascertaining appropriate parameters and reasons for schedule changes, determining how such changes can be handled differently in future instances, and determining any unwarranted adverse impact on Captains. No Captain participating in the pilot program shall be retaliated against for presenting in good faith a claim that an individual schedule change is not appropriate within the meaning of this paragraph.

4) Upon the conclusion of the pilot program the parties, by mutual agreement, may discontinue the program or continue it subject to modification. If the parties are unable to agree upon continuation of the pilot program, they shall submit the issue for expedited resolution pursuant to Section 28.3(B). The parties shall submit their respective proposals to the Neutral selected for that purpose, who shall adopt the proposal which is most beneficial to the needs of the Department and the Union. The proposal so selected by the Neutral shall be implemented at the beginning of the following police period. The provisions of this pilot program shall remain in effect during the impasse resolution procedure. The Neutral shall issue his Award no later than the close of the third (3<sup>rd</sup>) police period of 2016.

D. Captains assigned as Executive Officers in District Law Enforcement shall be assigned to one of two watches: the day watch or the X watch. The day watch shall have a designated starting time of 0800 hours. The X watch shall have a designated starting time of 1700 hours (5:00 p.m.).

E. Captains assigned to Units outside District Law Enforcement shall not be eligible for additional compensation for schedule changes under this Section.

F. It is understood and agreed that a Captain assigned as an Executive Officer in District Law Enforcement and the District Commander in the District to which he or she is assigned may by mutual agreement provide for a starting time and/or change in regular day off group outside the parameters otherwise provided for in this Agreement in response to existing circumstances, and such adjusted schedule shall not be deemed a violation of this Agreement or as cause for payment of additional compensation; provided, however, that the work schedule of an Executive Officer in District Law Enforcement shall consist either of a) five (5) consecutive work days and two (2) consecutive days off, one of which shall be a Saturday or a Sunday, or b) a 4/2 schedule with a rotating day off group. The ability of the Executive Officer and the District Commander to work cooperatively and flexibly in scheduling is recognized as inherent in the leadership role assumed by the Executive Officer.

## **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 \$75,000.00 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, 2012 and thereafter, Captains shall receive the following percentage increases in their base salaries set forth in Appendix N that became effective on January 1, 2012, subject to the provisions of subsection (B).

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

B. During the term of this Agreement, should the bargaining unit of sworn police officers currently represented by Lodge 7 of the F.O.P. or the 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.

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

### **Section 26.2 Quarterly Differential**

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

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

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

#### **Section 28.2 Continuing Effect**

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

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

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

1. The agreement will first be presented to Unit 156-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 156Captains, 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 four (4) Baby Furlough Days (BFDs) [eight (8) or 8 and one-half (8.5) hours for each BFD, depending upon the Captain's work schedule] 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 four (4) BFDs for use as days off in the next year.

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

Any BFD not used in a calendar year shall be paid to the eligible 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, 2012 and thereafter, Captains shall receive 200 hours 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.

A. 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. The Employer shall provide each Captain assigned as an Executive Officer an appropriate work location and equipment to complete his/her work. 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.

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 Executive Officer and/or 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 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

For the Policemen's Protective Association of Illinois

---

Rahm Emanuel  
Mayor

---

Garry F. McCarthy  
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.

---

Garry McCarty  
Superintendent of Police  
Chicago Police Department

Acknowledged:

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President  
Unit 156-Captains

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

## 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-Patient Care:	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)**

QUARTERLY DIFFERENTIAL FOR Captains (E-4)

Effective Date	Payment	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
		First 12 Months	After 12 Months	After 18 Months	After 30 Months	After 42 Months	After 54 Months	After 10 Years	After 15 Years	After 20 Years	After 25 Years
7/1/2012 (2.00%)	Daily	\$ 9.73	\$ 12.03	\$ 12.85	\$ 13.02	\$ 13.70	\$ 14.40	\$ 17.01	\$ 19.79	\$ 22.84	\$ 28.30
	Monthly	\$ 291.90	\$ 360.80	\$ 385.45	\$ 390.51	\$ 411.02	\$ 431.95	\$ 510.35	\$ 593.71	\$ 685.12	\$ 848.92
	Quarterly	\$ 875.69	\$ 1,082.39	\$ 1,156.34	\$ 1,171.54	\$ 1,233.05	\$ 1,295.86	\$ 1,531.06	\$ 1,781.12	\$ 2,055.35	\$ 2,546.75
	Annually	\$ 3,502.76	\$ 4,329.56	\$ 4,625.36	\$ 4,686.16	\$ 4,932.20	\$ 5,183.44	\$ 6,124.24	\$ 7,124.48	\$ 8,221.40	\$ 10,187.00
1/1/2013 (2.00%)	Daily	\$ 9.92	\$ 12.27	\$ 13.11	\$ 13.28	\$ 13.97	\$ 14.69	\$ 17.35	\$ 20.19	\$ 23.29	\$ 28.86
	Monthly	\$ 297.73	\$ 368.01	\$ 393.16	\$ 398.32	\$ 419.24	\$ 440.59	\$ 520.56	\$ 605.58	\$ 698.82	\$ 865.90
	Quarterly	\$ 893.20	\$ 1,104.04	\$ 1,179.47	\$ 1,194.97	\$ 1,257.71	\$ 1,321.78	\$ 1,561.68	\$ 1,816.74	\$ 2,096.46	\$ 2,597.69
	Annually	\$ 3,572.82	\$ 4,416.15	\$ 4,717.87	\$ 4,779.88	\$ 5,030.84	\$ 5,287.11	\$ 6,246.72	\$ 7,266.97	\$ 8,385.83	\$ 10,390.74
1/1/2014 (2.00%)	Daily	\$ 10.12	\$ 12.51	\$ 13.37	\$ 13.54	\$ 14.25	\$ 14.98	\$ 17.70	\$ 20.59	\$ 23.76	\$ 29.44
	Monthly	\$ 303.69	\$ 375.37	\$ 401.02	\$ 406.29	\$ 427.62	\$ 449.40	\$ 530.97	\$ 617.69	\$ 712.80	\$ 883.21
	Quarterly	\$ 911.07	\$ 1,126.12	\$ 1,203.06	\$ 1,218.87	\$ 1,282.87	\$ 1,348.21	\$ 1,592.91	\$ 1,853.08	\$ 2,138.39	\$ 2,649.64
	Annually	\$ 3,644.27	\$ 4,504.47	\$ 4,812.22	\$ 4,875.48	\$ 5,131.46	\$ 5,392.85	\$ 6,371.66	\$ 7,412.31	\$ 8,553.54	\$ 10,598.55
1/1/2015 (1.00%)	Daily	\$ 10.22	\$ 12.64	\$ 13.50	\$ 13.68	\$ 14.40	\$ 15.13	\$ 17.88	\$ 20.80	\$ 24.00	\$ 29.73
	Monthly	\$ 306.73	\$ 379.13	\$ 405.03	\$ 410.35	\$ 431.90	\$ 453.90	\$ 536.28	\$ 623.87	\$ 719.92	\$ 892.05
	Quarterly	\$ 920.18	\$ 1,137.38	\$ 1,215.09	\$ 1,231.06	\$ 1,295.69	\$ 1,361.69	\$ 1,608.84	\$ 1,871.61	\$ 2,159.77	\$ 2,676.14
	Annually	\$ 3,680.71	\$ 4,549.52	\$ 4,860.35	\$ 4,924.24	\$ 5,182.78	\$ 5,446.78	\$ 6,435.38	\$ 7,486.43	\$ 8,639.08	\$ 10,704.54
1/1/2016 (1.00%)	Daily	\$ 10.33	\$ 12.76	\$ 13.64	\$ 13.82	\$ 14.54	\$ 15.28	\$ 18.05	\$ 21.00	\$ 24.24	\$ 30.03
	Monthly	\$ 309.79	\$ 382.92	\$ 409.08	\$ 414.46	\$ 436.22	\$ 458.44	\$ 541.64	\$ 630.11	\$ 727.12	\$ 900.97
	Quarterly	\$ 929.38	\$ 1,148.75	\$ 1,227.24	\$ 1,243.37	\$ 1,308.65	\$ 1,375.31	\$ 1,624.93	\$ 1,890.32	\$ 2,181.37	\$ 2,702.90
	Annually	\$ 3,717.52	\$ 4,595.01	\$ 4,908.95	\$ 4,973.48	\$ 5,234.60	\$ 5,501.25	\$ 6,499.73	\$ 7,561.30	\$ 8,725.47	\$ 10,811.59



**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:

Effective Date	Payment	STEP 11	
			After 30 Years (Prior to 1/1/2006)
7/1/2012 (2.00%)	Daily	\$	34.93
	Monthly	\$	1,048.01
	Quarterly	\$	3,144.04
	Annually	\$	12,576.16
1/1/2013 (2.00%)	Daily	\$	35.63
	Monthly	\$	1,068.97
	Quarterly	\$	3,206.92
	Annually	\$	12,827.68
1/1/2014 (2.00%)	Daily	\$	36.35
	Monthly	\$	1,090.35
	Quarterly	\$	3,271.06
	Annually	\$	13,084.24
1/1/2015 (1.00%)	Daily	\$	36.71
	Monthly	\$	1,101.26
	Quarterly	\$	3,303.77
	Annually	\$	13,215.08
1/1/2016 (1.00%)	Daily	\$	37.08
	Monthly	\$	1,112.27
	Quarterly	\$	3,336.81
	Annually	\$	13,347.23

**APPENDIX N**

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

**SALARY SCHEDULE for SWORN POLICE PERSONNEL  
CAPTAINS**

2%

**SCHEDULE E**

**July 1, 2012**

CLASS GRADE	ENTRANCE RATE									MAXIMUM RATE	RED CIRCLE RATE
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
	FIRST 12 MONTHS	AFTER 12 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	30 YRS SVC BEFORE 1/1/2006
5 ANNUAL MONTHLY	90,306 7,525.50	94,854 7,904.50	99,552 8,296.00	104,604 8,717.00	109,776 9,148.00	115,170 9,597.50	118,476 9,873.00	121,818 10,151.50	125,202 10,433.50	128,304 10,692.00	130,152 10,846.00

**SALARY SCHEDULE for SWORN POLICE PERSONNEL  
CAPTAINS**

2%

**SCHEDULE E**

**January 1, 2013**

CLASS GRADE	ENTRANCE RATE									MAXIMUM RATE	RED CIRCLE RATE
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
	FIRST 12 MONTHS	AFTER 12 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	30 YRS SVC BEFORE 1/1/2006
5 ANNUAL MONTHLY	92,112 7,676.00	96,750 8,062.50	101,544 8,462.00	106,698 8,891.50	111,972 9,331.00	117,474 9,789.50	120,846 10,070.50	124,254 10,354.50	127,704 10,642.00	130,872 10,906.00	132,756 11,063.00

**SALARY SCHEDULE for SWORN POLICE PERSONNEL  
CAPTAINS**

2%

**SCHEDULE E**

**January 1, 2014**

CLASS GRADE	ENTRANCE RATE									MAXIMUM RATE	RED CIRCLE RATE
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
	FIRST 12 MONTHS	AFTER 12 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	30 YRS SVC BEFORE 1/1/2006
5 ANNUAL MONTHLY	93,954 7,829.50	98,688 8,224.00	103,572 8,631.00	108,834 9,069.50	114,210 9,517.50	119,826 9,985.50	123,264 10,272.00	126,738 10,561.50	130,260 10,855.00	133,488 11,124.00	135,414 11,284.50

**SALARY SCHEDULE for SWORN POLICE PERSONNEL  
CAPTAINS**

1%

**SCHEDULE E**

**January 1, 2015**

CLASS GRADE	ENTRANCE RATE									MAXIMUM RATE	RED CIRCLE RATE
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
	FIRST 12 MONTHS	AFTER 12 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	30 YRS SVC BEFORE 1/1/2006
5 ANNUAL MONTHLY	94,896 7,908.00	99,672 8,306.00	104,610 8,717.50	109,920 9,160.00	115,350 9,612.50	121,026 10,085.50	124,494 10,374.50	128,004 10,667.00	131,562 10,963.50	134,820 11,235.00	136,770 11,397.50

**SALARY SCHEDULE for SWORN POLICE PERSONNEL  
CAPTAINS**

1%

**SCHEDULE E**

**January 1, 2016**

CLASS GRADE	ENTRANCE RATE									MAXIMUM RATE	RED CIRCLE RATE
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
	FIRST 12 MONTHS	AFTER 12 MONTHS	AFTER 18 MONTHS	AFTER 30 MONTHS	AFTER 42 MONTHS	AFTER 54 MONTHS	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	30 YRS SVC BEFORE 1/1/2006
5 ANNUAL MONTHLY	95,844 7,987.00	100,668 8,389.00	105,654 8,804.50	111,018 9,251.50	116,502 9,708.50	122,238 10,186.50	125,736 10,478.00	129,282 10,773.50	132,976 11,073.00	136,170 11,347.50	139,138 11,511.50

## **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.

## APPENDIX P

### Re: District Executive Officer

In January, 2012, the Department implemented the new assignment of District Executive Officer (“Executive Officer”) to be performed by the rank of Captain (SES). The premise underlying the Executive Officer assignment is that he or she is to serve as the second in command, after the District Commander, within each District. Unlike the case with the previous Watch Commander assignment, the Executive Officer is not watch-dependent. There is one Executive Officer per District.

Implementation of the Executive Officer assignment resulted in the dissolution of the Watch Commander as a separate and discrete assignment. There no longer is an individual assigned as Watch Commander; duties and responsibilities formerly performed by the Watch Commander were absorbed by the District Commander and the Executive Officer, or have gone unperformed on a specific watch or have been pushed down the supervisory chain of command and divided amongst multiple supervisors, as appropriate. It is understood and agreed that in the event the job or assignment of Watch Commander is restored or reinstated, the *status quo ante* that existed prior to implementation of the Executive Officer position in 2012 with respect to applicability of the Captains’ collective bargaining agreement to Watch Commander shall be restored.

There will be one Executive Officer assigned to each District in District Law Enforcement. The Executive Officer in DLE, and Field Inspector in Auditing and Internal Control (“Field Inspector”), shall be drawn exclusively from the rank of Captain SES. No individual in any rank below Captain SES shall be eligible to be designated Executive Officer in District Law Enforcement or as a Field Inspector. Further, no individual in any rank below Captain SES shall be eligible to work out of grade as an Executive Officer in DLE. In the event an Executive Officer will be absent for an extended period, the position may be filled by another Captain. In no event will a Lieutenant serve in the capacity of an Executive Officer in DLE or as a Field Inspector.

The Executive Officer will have the salary and benefits as provided for in the collective bargaining agreement between the City and PB&PA, Unit 156 – Captains (“Union”).

The parties agree to these further understandings:

- 1) The Executive Officer shall work either the existing 4 and 2 schedule with rotating days off based on operational needs or an 8.5 hour day (with a half hour unpaid lunch) with a fixed day off group, except that starting times and/or day off group may be modified by mutual agreement between the Executive Officer and the District Commander pursuant to Section 20.12.
- 2) Captains assigned as Field Inspector will not necessarily be limited to a designated watch, but are subject to working schedules as needed. They will either be on the 4 and 2 schedule with rotating days off or on an 8.5 hour day (with a half hour unpaid lunch) with a fixed day off group.

- 3) When operationally necessary and with the approval of the appropriate Deputy Chief, when the Exempt member to whom the Executive Officer reports is scheduled to be absent for more than five (5) consecutive work days due to furlough, personal day, training or extended medical, the Executive Officer will be offered the opportunity to work out of grade, commencing with the first- day of the scheduled absence (where it is known, or reasonably anticipated in the case of absence for medical reasons, at that time that the absence will exceed five (5) consecutive work days).
- 4) Executive Officers will be allowed to work holidays if the holiday falls on a regularly scheduled work day.
- 5) The Executive Officer in DLE typically will work a watch when the District Commander is not present. However, it is acknowledged that operational needs may from time to time or unit to unit require that the Executive Officer work days, and nothing in this Agreement shall be interpreted as either prohibiting or requiring the assignment of Executive Officer in DLE to days.
- 6) Prior to the promotion of any new individuals to the rank of Captain SES or to vacancies in DLE, incumbent Captains may request via PAR form assignment to a vacant DLE Executive Officer position or a position identified by the Department that the Department intends to fill with a Captain.
- 7) In the event a Captain (SES) Executive Officer is assigned and available in a unit and/or District Law Enforcement, no other officer shall be assigned to or be permitted to do the job of Acting Commander.

The Department, including the Superintendent, specifically acknowledges and agrees that the Captain rank shall be preserved and maintained.

**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:

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



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

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

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

James C. Franczek, Jr.

On Behalf of the City of Chicago

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

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, 2012 through June 30, 2016 ("the Agreement") shall be extended to officers who retire on or after age fifty-five (55), subject to the following terms and conditions:

**A. Health Care Benefits Upon Retirement**

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

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

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

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

For calendar years 2012 and 2013, the schedule shall be a filing deadline of October 1 with effective dates of retirement of November 1 through December 31.

Notwithstanding the following provisions applicable to retirements in 2014 and thereafter, eligible Captains who provide written notice of retirement between June 1 and June 28, 2014, with an effective date of retirement at least fourteen (14) days after the notice of retirement and no later than July 31, 2014, may participate in this benefit without being required to contribute any portion of their annuity.

For retirements occurring in calendar year 2014, the effective date of retirement shall be July 1 through December 31, provided the officer files for retirement at least thirty (30) days prior to the effective date of retirement. Effective for calendar year 2015 and each year thereafter, the effective date of retirement shall be between May 1 through December 31, provided the officer files for retirement at least thirty (30) days prior to the effective date of retirement.

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

**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.

James C. Franczek, Jr.

On Behalf of the City of Chicago

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

Marvin Gittler

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

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

Thomas J. Pleines  
PBLC Chicago Metro Legal Counsel  
222 North LaSalle Street  
Suite 200  
Chicago, IL 60601

Re: Special Employment

Dear Mr. Pleines:

The purpose of this letter is to confirm our discussions and agreement concerning the addition of Section 16.2 – Special Employment to the parties’ collective bargaining agreement.

The determination of whether and when to create a Special Employment Program opportunity, commensurate with the skills and rank of a Captain, is reserved to the Employer.

If the foregoing is an accurate statement of our discussions and agreement, please indicate this by signing your name below.

Sincerely,

Joseph P. Martinico  
Chief Labor Negotiator

Agreed: \_\_\_\_\_  
Thomas J. Pleines

Date:



## FRANCZEK RADELET

*Attorneys and Counselors*

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

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:

Marvin Gittler



**FRANCZEK RADELET**

*Attorneys and Counselors*

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

JAMES C. FRANCZEK, JR. 312.786.6110 jcf@franczek.com

July 29, 2009

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

Re: 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:

Marvin Gittler

JAMES C. FRANZCEK, JR. 312.786.6110 [jcf@franczek.com](mailto:jcf@franczek.com)



## FRANCZEK RADELET

*Attorneys and Counselors*

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Phone 312.986.0300 Fax 312.986.9192 | [franczek.com](http://franczek.com)

July 29, 2009

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

Re: Implementation of CLEAR Grievance Management System

Dear Mr. Gittler:

This letter confirms the City's representations during negotiations with respect to Section 9.2 of the Agreement and the forthcoming implementation of the Citizen and Law Enforcement Analysis and Reporting System ("CLEAR") grievance management system. Specifically, the parties agree that the Department will not implement the CLEAR grievance management system until Unit 156 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:

Marvin Gittler

JAMES C. FRANZCEK, JR. 312.786.6110 [jcf@franczek.com](mailto:jcf@franczek.com)



## 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: 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:

Marvin Gittler



**FRANCZEK RADELET**

*Attorneys and Counselors*

300 South Wacker Drive Suite 3400 Chicago, IL 60606

Phone 312.986.0300 Fax 312.986.9192 franczek.com

[jcf@franczek.com](mailto:jcf@franczek.com)

July 29, 2009

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

Re: 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:

Marvin Gittler

JAMES C. FRANZCEK, JR. 312.786.6110 jcf@franczek.com



**FRANCZEK RADELET**

*Attorneys and Counselors*

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300 South Wacker Drive Suite 3400 Chicago, IL 60606

Phone 312.986.0300 Fax 312.986.9192 franczek.com

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:

Marvin Gittler



**FRANCZEK RADELET**

*Attorneys and Counselors*

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

[jcf@franczek.com](mailto:jcf@franczek.com)

August 20, 2009

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

Re: Uniform Allowance

Dear Mr. Gittler:

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

Very truly yours,

James C. Franczek, Jr.

AGREED:

Marvin Gittler



# City of Chicago



O2014-5106

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)

**Type:** Ordinance

**Title:** Intergovernmental agreement with Board of Trustees of the University of Illinois at Chicago for land transfer and conveyance of property at 1220 South Wood St

**Committee(s) Assignment:** Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a conveyance of property to the University of Illinois at Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

**AN ORDINANCE OF THE CITY OF CHICAGO  
AUTHORIZING THE INTERGOVERNMENTAL LAND TRANSFER BY AND BETWEEN  
THE CITY OF CHICAGO  
AND  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

**WHEREAS**, the City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Board of Trustee of the University of Illinois, is a body politic and corporate of the State of Illinois (the "University"); and

**WHEREAS**, the City owns one (1) parcel of real estate, totaling approximately 3,192 square feet located at 1836 West Washburne Avenue, as legally described on Exhibit A attached hereto (the "City Land"); and

**WHEREAS**, the City and University are desirous of effectuating the transfer by the City to the University of the City Land for One Dollar (\$1.00), for the purposes of the University's assemblage of the City Land with an adjacent property owned by the University. The City Land will be used for parking by the University's staff, clients, contractors, or visitors to the University's Miles Square Health Clinic located at 1220 South Wood Street, now therefore,

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

**SECTION 1.** The foregoing recitals are hereby adopted as the findings of the City Council.

**SECTION 2.** The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized to execute an Intergovernmental Agreement substantially in the form attached hereto as Exhibit B and made a part hereof, and such other documents as may be necessary to implement the transaction, subject to the approval of the Corporation Counsel.

**SECTION 3.** The City's conveyance of the City Land to the University for One Dollar (\$1.00), pursuant to the terms and conditions of the Intergovernmental Agreement is hereby approved.

**SECTION 4.** The Mayor or his proxy are authorized to execute, and the City Clerk is authorized to attest to a quitclaim deed conveying the City Land to the University, pursuant to the terms and conditions of the Intergovernmental Agreement is hereby approved.

**SECTION 5.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 6.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 7.** This ordinance shall take effect immediately upon its passage and approval.

**EXHIBIT A  
TO ORDINANCE**

**Legal Description of City Land**

(Subject to Final Title and Survey)

LOT 35 IN T.F. BALDWIN'S SUBDIVISION OF BLOCK 3 OF THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY ILLINOIS

PIN: 17-19-201-031-0000

Common Address: 1836 West Washburne Avenue



**EXHIBIT B  
TO ORDINANCE**

**FORM OF INTERGOVERNMENTAL AGREEMENT**

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between, **THE CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (herein referred to as the "the City") and **THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**, a body politic and corporate of the State of Illinois (hereinafter referred to as the "the University"). The City and the University collectively shall be referred to herein as the "Parties" and individually as a "Party".

### RECITALS

**WHEREAS**, the City owns the real property located at 1836 West Washburne Avenue, Chicago, Illinois; and

**WHEREAS**, the University owns a public health clinic, known as the Mile Square Health Center, located at 1220 South Wood Street, which shall be serviced by an adjacent parking lot (the "the University Lot"); and

**WHEREAS**, the 1836 West Washburne Avenue property is bounded on the north, east, and west by the University Lot, and has no present municipal use; and

**WHEREAS**, the Parties are desirous of effectuating the transfer by the City to the University of the land described on Exhibit A hereto (the "City Land") for One Dollar (\$1.00) for the University's assemblage of the City Land with the University Lot for use by the University's staff, clients, contractors, or visitors to the University's public health clinic located at 1220 South Wood Street.

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the City and University agree as follows:

### TERMS OF AGREEMENT

1. **Incorporation of Recitals.** The above recitals are incorporated herein and made a part hereof as if fully set forth herein.

2. **Definitions**

As used in this Agreement, the following terms, whether or not capitalized, shall have the following meaning:

**"Agreement"** means this Intergovernmental Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Days"** means business days of the City of Chicago unless otherwise stated.

**“Environmental Laws”** means any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.); (ii) any so-called “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); (v) the Clean Air Act (42 U.S.C. §7401 et seq.); (vi) the Clean Water Act (33 U.S.C. §1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (viii) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §136 et seq.); (ix) Executive Order 11738; (x) regulations of the United States Environmental Protection Agency (40 C.F.R. Part 15); (xi) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (xii) the Municipal Code of Chicago.

3. **Purpose of Agreement**

The Parties wish to complete the Transfer and Conveyance, subject to the terms of this Agreement.

4. **Transfer and Conveyance**

a. The Parties agree that the City Land will be conveyed to the University by Quitclaim Deed, subject to the following exceptions (“Permitted Exceptions”):

- (1) General taxes, not yet due and owing.
- (2) Special assessments.
- (3) Questions of survey, including encroachments, if any.
- (4) Building lines and building restrictions.
- (5) Zoning and building laws and ordinances.
- (6) Private, public and utility easements.
- (7) Covenants and restrictions of record.
- (8) Party wall rights and agreements, if any.
- (9) Existing leases, if any.
- (10) Payment of all stamp and transfer taxes, if any.
- (11) Roads, highways, and railroads.
- (12) Unrecorded agreements recited in the title report.

b. The Parties may, but are not obligated to, provide a survey of the City

Land, title insurance or any other documentation of any nature concerning the City Land. Each Party agrees and acknowledges that it is not relying on any express or implied warranties, promises, guarantees, or representations made by the other Party or anyone acting or claiming to act on behalf of that Party in transferring the City Land. The Parties hereby expressly disclaim any express or implied warranties or covenants as to the value, character, quality, quantity or condition of the City Land or any improvements thereon.

c. The closing date (the "Closing Date") for transfer of title to the City Land will occur at a date mutually agreed by the Parties.

d. After approval of the Transfer and Conveyance by the City Council, University shall deliver to the City an updated title report concerning the City Land. Written notice of any material defect in the title which appears on the title report, other than a Permitted Exception, must be given by the University to the City within fourteen (14) business days of the date upon which the title report is delivered to it.

e. In the event the University gives the City timely notice of a material title defect other than a Permitted Exception which cannot be corrected by the City within thirty (30) days, University may elect to terminate this Agreement after written notice to the City, or accept title to the City Land subject to said defect, which shall thereafter be considered a Permitted Exception.

f. Possession of the City Land shall be delivered as of the date of the delivery of the quitclaim deed (the "Quitclaim Deed"). University agrees to accept the City Land in an "as is" condition.

g. University agrees and acknowledges that the City has not made any representations concerning the presence or absence of Hazardous Substances (as defined below) on the City Land or any property adjacent thereto and that the City has not made any representations concerning the existence or non-existence of any violation, past or present, of Environmental Laws affecting its properties. University hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the other which it may have now or in the future for damages, payments, costs, or expenses (including, without limitation, claims of contribution or indemnity and any expenses of investigation of the condition of the City Land, regardless of the results of such investigation) suffered by the University as a result of the presence or possible presence of any Hazardous Substances on or near the City Land or the violation, at any time in the past, present, or future, of any Environmental Laws affecting said properties.

This waiver shall survive the transfer of the City Land to the University. As used herein, Hazardous Substances ("Hazardous Substances") means any toxic or hazardous wastes, pollutants, or substances, including without limitation, asbestos, PCSs, petroleum products and b-products, and substances defined as "hazardous substances" or "toxic substances" or similarly identified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., Clean Water Act, 33 U.S.C. Sec. 1251 et seq., as amended, Clean Air Act, 42 U.S.C. Sec. 7401 et

seq., or in any other applicable federal, state, or local Environmental Laws.

h. University, for itself and its beneficiaries, successors, assigns, and agents, hereby releases, waives, and forever discharges City, its officials, officers, employees, agents, attorneys, and representatives of, from, and against any and all claims, actions, causes of action, suits, debts, bills, specialties covenants, controversies, and demands whatsoever at law or in equity arising out of or in connection with inspections of the City Land being transferred.

i. University, for itself and its beneficiaries, successors, assigns, and agents, shall and hereby does indemnify, defend, and hold City, its officials, officers, employees, agents, attorneys, and representatives harmless from and against (a) any and all losses, liabilities, claims, damages, obligations, payments, costs and expenses (including without limitation, expenses of investigation and any of the foregoing incurred whether or not resulting in any claim or litigation), (b) the costs and expenses of any and all actions, suits, proceedings, demands, assessments, judgments, settlements, payments, and compromises relating to any third party claims (whether or not resulting or likely to result in litigation), and (c) reasonable attorneys' fees and expenses of the University, and its successors, assigns, or agents; arising out of or due to, directly or indirectly, the inspection of the City Land by the University or its agents or representatives.

j. The City Land shall be transferred and conveyed to the University by the City pursuant to the terms and conditions of the Quitclaim Deed, Ordinance, and this Agreement.

5. **Notices.**

All notices and communications concerning this Agreement shall be sent as follows:

If to University:

University of Illinois  
Chief Executive Director  
Mile Square Health Center  
1220 South Wood Street  
Chicago, Illinois 60608

With a copy to:

University of Illinois  
Real Estate Planning and Services  
Office of Business and Financial Services  
809 South Marshfield Avenue (MC078)  
Chicago, Illinois 60612

If to the City:

Department of Planning and Development  
City of Chicago  
121 North LaSalle Street  
Room 1000, City Hall

Chicago, Illinois 60602  
Attn: Commissioner

With a copy to:

City of Chicago  
Department of Law  
Real Estate and Land Use Division  
121 N. LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner in this Section.

6. **Amendment.** No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of the City and the University or their respective successors and assigns.

7. **Assignment.** Except as set forth in this Agreement, neither the City nor the University shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other Party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

8. **No Third Party Beneficiary.** This Agreement is for the sole and exclusive benefit of the City and the University, and their respective successors and assigns.

9. **No Joint Venture.** Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the City and the University.

10. **Headings.** The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

11. **Non-liability of Public Officials.** No official, employee, agent or elected or appointed representative of the City and the University shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of City's or the University's execution or attempted execution or because of any breach hereof.

12. **Counterparts.** This Agreement is comprised of several identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

13. **Authority.** The persons signing this Agreement certify that they have the power and authority to enter into and execute this Agreement.

14. **Severability.** If any provision of this Agreement, or any paragraph, sentence, clause, phrase word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

15. **Governing Law.** This agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

16. **Entire Agreement.** This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

17. **Exempt Status.** The Parties acknowledge that to the extent any of the properties conveyed hereunder were exempt from property taxes on the date of transfer, the basis for such exemption may no longer apply upon transfer of title, and that the transferred land may not continue as exempt unless a new exempt application is submitted by the respective transferee and approved by the tax authorities.

18. **Termination.** This Agreement shall commence as of the date of execution and shall terminate on the Closing Date or, as mutually agreed, the date on which the Transfer and Conveyance of the City Land is closed (unless sooner terminated in accordance with this Agreement) upon which any contractual responsibilities to the other party shall terminate.

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement for Land Transfer to be made, executed and delivered as of the day and year first above written.

**CITY OF CHICAGO**,  
an Illinois municipal corporation,  
by and through its Department of Planning and  
Development

By: \_\_\_\_\_  
Name: Andrew J. Mooney  
Its: Commissioner

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**,  
a body corporate and politic of the State of Illinois

By: \_\_\_\_\_  
Name:  
Its:



**EXHIBIT A**

**LEGAL DESCRIPTION OF PREMISES**

(Subject to Final Title and Survey)

LOT 35 IN T.F. BALDWIN'S SUBDIVISION OF BLOCK 3 OF THE DIVISION OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY ILLINOIS

PIN: 17-19-201-031-0000

Common Address: 1836 West Washburne Avenue



# City of Chicago



O2014-5145

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Intergovernmental agreement with Chicago Park District for restorative improvements to Garfield Park
<b>Committee(s) Assignment:</b>	Committee on Finance



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District for Garfield Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

**WHEREAS**, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution, of the State of Illinois, and as such is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

**WHEREAS**, the Park District has proposed to make certain restorative improvements to the Garfield Conservatory, on the premises which is commonly known as 300 N. Central Park Ave. and at the Garfield Gold Dome, on premises which is commonly known as 100 N. Central Park Ave., (the "Project") both within Garfield Park and legally described in Exhibit A (the "Property"); and

**WHEREAS**, the Property lies wholly within the boundaries of the Midwest Redevelopment Area (as hereinafter defined); and

**WHEREAS**, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

**WHEREAS**, in accordance with the provisions of the Act, and pursuant to ordinances adopted on May 17, 2000 and published in the Journal of the Proceedings of the City Council (the "Journal of Proceedings") for said date at pages 30775 to 30953, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Midwest Redevelopment Project Area" (the "Midwest Redevelopment Area"); (ii) designated the Midwest Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Midwest Redevelopment Area, with the Plan being amended on May 9, 2012 and published in the Journal of Proceedings for said date at pages 25884 to 26069; and

**WHEREAS**, under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Midwest Redevelopment Area shall be known as the "City Increment"); and

**WHEREAS**, the City's Department of Planning and Development ("DPD") desires to make available to the Park District a portion of the City Increment in an amount not to exceed \$5,500,000 for the purpose of funding the Project (the "TIF-Funded Improvements") in the Midwest Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

**WHEREAS**, the Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Midwest

Redevelopment Area; and

**WHEREAS**, the Park District is a taxing district under the Act; and

**WHEREAS**, in accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

**WHEREAS**, the City and the Park District desire to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; now, therefore,

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

**SECTION 1.** The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

**SECTION 2.** The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

**SECTION 3.** Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the Chief Financial Officer, the Commissioner of DPD is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

**SECTION 4.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

**SECTION 5.** This ordinance shall be in full force and effect from and after the date of its passage.

**EXHIBIT A**

**The Conservatory Legal Description**

Deed 1613

ALL THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING NORTH OF LAKE STREET (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY) CONTAINING 34 ACRES MORE OR LESS.

Common Address: 300 N. Central Park Ave., Chicago, Illinois

**The Gold Dome Legal Description**

Deed 1612

THE WEST 1/2 OF THE WEST 13 ACRES OF THE EAST 23 ACRES OF THAT PART SOUTH OF THE ROAD OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SAID 13 ACRE TRAIL IS BOUNDED BY COMMENCING AT A POINT IN THE SOUTH LINE OF SAID 1/4 SECTION 306 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1511, 18/100 FEET MORE OR LESS IN THE CENTER OF LAKE STREET THENCE WESTERLY ALONG THE CENTER OF SAID STREET 379, 1/111 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1547, 18/100 FEET MORE OR LESS TO THE SOUTH LINE OF SAID 1/4 SECTION THENCE EAST ALONG THE SAID 1/4 SECTION LINE, 377 5/111 FEET IN THE PLACE OF BEGINNING, THE PREMISES HEREBY CONVEYED BEING 6, 62/1111 ACRES MORE OR LESS AND SUBJECT IN THE RIGHT OF WAY OF THE PUBLIC IF ANY IN THAT PART OF SAID PREMISES LYING IN SAID LAKE STREET.

Deed 1635

THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 13 ACRES OF THE EAST 23 ACRES OF THE FRACTION SOUTH OF THE ROAD OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SAID 13 ACRE TRAIL IS BOUNDED BY COMMENCING AT A POINT ON THE SOUTH LINE OF SAID 1/4 SECTION, 306 FEET WEST OF THE SOUTH EAST CORNER THEREOF, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1511, 18/100 FEET MORE OR LESS IN THE CENTER OF LAKE STREET; THENCE WESTERLY ALONG THE CENTER OF SAID STREET 379 1/111 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1547, 18/100 FEET MORE OR LESS; TO THE SOUTH LINE OF SAID 1/4 SECTION THENCE EAST ALONG THE SAID 1/4 SECTION LINE 377 5/111 FEET IN THE PLACE OF BEGINNING, BEING 3, 3/1011

ACRES MORE OR LESS AND SUBJECT TO THE RIGHT OF WAY OF THE PUBLIC IF ANY IN THAT PART OF SAID PREMISES LYING IN SAID LAKE STREET.

Deed 1636

THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST THIRTEEN ACRES OF THE EAST TWENTY THREE ACRES OF THE FRACTION SOUTH OF THE ROAD OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND WHICH THIRTEEN ACRE TRACT IS BOUNDED BY BEGINNING AT A POINT ON THE SOUTH LINE OF SAID 1/4 SECTION 306 FEET WEST OF THE SOUTH EAST CORNER THEREOF THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1511, 15/100 FEET MORE OR LESS IN THE CENTER OF LAKE STREET THENCE WESTERLY ALONG THE CENTER OF SAID STREET 379, 1/10 FEET THENCE SOUTH 1547, 18/100 FEET MORE OR LESS IN THE SOUTH LINE OF SAID 1/4 SECTION THENCE EAST ALONG SAID SOUTH LINE 377, 5/111 FEET IN THE PLACE OF BEGINNING, BEING 3, 3/1111 ACRES MORE OR LESS.

Deed 1614

THE EAST 10 ACRES OF THE EAST ONE 1/4 OF THE PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LAKE STREET.

Deed 1639

THE WEST 11 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES SOUTH OF LAKE STREET AND OTHERWISE BOUNDED AND DESCRIBED AS FOLLOWS BY BEGINNING AT THE SOUTH WEST CORNER OF SAID 1/4 SECTION THENCE RUNNING EAST ON THE SECTION LINE FIVE CHAINS, THENCE NORTH TWENTY ONE CHAINS AND 75 LINKS TO THE CENTER OF LAKE STREET, THENCE WESTERLY ON THE CENTER OF SAID LAKE STREET FIVE CHAINS AND TWO LINKS TO THE NEXT LINE OF SAID 1/4 SECTION, THENCE SOUTH OF SAID LINE 22 CHAINS AND 24 LINKS TO THE PLACE OF BEGINNING CONTAINING ELEVEN ACRES MORE OR LESS.

Common Address: 100 N. Central Park Ave., Chicago, Illinois

**EXHIBIT B**  
**AGREEMENT**



**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF CHICAGO  
AND THE CHICAGO PARK DISTRICT**

**GARFIELD PARK RESTORATION**

This Intergovernmental Agreement (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City", an Illinois municipal corporation, by and through its Department of Planning Development ("DPD"); and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

**RECITALS**

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City.

C. The Park District seeks payment or reimbursement of funds expended for the restoration of the Garfield Park Conservatory and the Gold Dome, both located at Garfield Park, (the "Park") commonly known as 300 North Central Park Avenue and 100 North Central Park Avenue, respectively, in Chicago, Illinois, and legally described in Exhibit A (the "Property") The Park District has proposed to further improve and expand the Park, such improvement being hereinafter referred to as the "Project."

D. The Park District owns the Property that lies wholly within the boundaries of the Midwest Redevelopment Area (as hereinafter defined).

E. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

F. In accordance with the provisions of the Act, and pursuant to ordinances adopted on May 17, 2000, and published in the Journal (the "Journal") of the Proceedings of the City Council for said date at pages 30775 through 30953, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the Midwest Redevelopment Project Area" (the "Midwest Redevelopment Area"); (ii) designated the Midwest Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Midwest Redevelopment Area, with the Plan being amended on May 9, 2012 and published in the Journal of Proceedings for said date at pages 25884 to 26069.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Midwest Redevelopment Area shall be known as the "Midwest Increment").

H. The Park District is a taxing district under the Act.

I. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within, or adjacent to, the boundaries of the Midwest Redevelopment Area.

J. DPD desires to make available to the Park District a portion of the Midwest Increment in an amount not to exceed \$5,500,000 (the "Project Assistance") for the purpose of funding the Project in the Park (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

K. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

L. The City and the Park District desire to enter into this Agreement whereby the Park District will undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

M. On \_\_\_\_\_, 2014, the City Council adopted an ordinance published in the Journal of Proceedings for said date at pages \_\_\_\_\_ to \_\_\_\_\_ (the "Authorizing Ordinance"), among other things, authorizing the execution of this Agreement.

N. On January 15, 2014, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## TERMS AND CONDITIONS

### SECTION 1. THE PROJECT.

1.1. No later than 36 months from the Closing Date, or later as the Commissioner or Acting Commissioner of DPD (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The Project shall at a minimum meet or shall have met the general requirements set forth in the Project Description in Exhibit B hereof and comply with plans and specifications to be provided to and approved by DPD prior to the commencement of the Project ("Plans and Specifications") in order for the Park District to qualify for the disbursement of Midwest Increment funds. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The Park District shall provide the City with copies, if any shall apply, of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied and operated as a public park.

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with each request for Midwest Increment funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

### SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District.

2.2. The City shall establish a special account within the Midwest Redevelopment Project Area Special Tax Allocation Fund; such special account is or shall be known as the "**Garfield Park Restoration Account.**" Disbursement of TIF Assistance funds will be subject to the availability of Midwest Increment in the Garfield Park Restoration Account, subject to all restrictions on and obligations of the City contained in all Midwest Ordinances, or relating to the Midwest Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this Agreement (the “**Satisfaction Period**”), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City’s disbursement of the TIF Assistance to the Park District:

2.3.1. the Park District has satisfactory title to the Property, which may be evidenced by a valid lease agreement or an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District;

2.3.2. [Intentionally Omitted – relating to title imperfections]; and

2.3.3. the Park District has satisfied the conditions stated in this **Section 2.3** within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may request that a certificate(s) of expenditure in the form of Exhibit C hereto (“Certificates of Expenditure”) be processed and executed periodically. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to DPD of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

- (a) the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;
- (b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;
- (c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications previously approved by DPD; and
- (d) the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City’s review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6. The current estimate of the cost of the Project is \$18,555,000. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit D. The parties agree that only \$3,000,000 of the total Project Assistance amount of \$5,500,000 will be available for reimbursement in 2014, and the remaining \$2,500,000 will be available for reimbursement in 2015. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute the Project Assistance to the Project and that all costs of completing the Project over the Project Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. Exhibit D contains a preliminary list of capital improvements and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the Project Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of Project Assistance on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2.7 and Section 2.2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the Project Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the Project Assistance contemplated by this Agreement and the amount of the Project Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

### **SECTION 3. TERM.**

The term of this Agreement shall commence on the Closing Date and shall expire 36 months after the Closing Date, or on the date of termination of this Agreement according to its terms, whichever occurs first.

#### **SECTION 4. ENVIRONMENTAL MATTERS.**

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed \$5,500,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any remediation or development on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.3. The Park District or its contractor must obtain all necessary permits, and applicable insurance as described in Section 5 hereof.

#### **SECTION 5. INSURANCE.**

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

- (a) Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident or illness.
- (b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- (c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, The Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

- (d) Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, The Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000.
- (e) Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the required coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

#### **SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.**

6.1. To the extent of liability of a municipal corporation, as such is precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

#### **SECTION 7. DEFAULT.**

7.1. If the Park District, without the City's written consent fails to complete the Project within 48 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 7.1 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period,



such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

## **SECTION 8. GENERAL PROVISIONS.**

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Resolution. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

8.2. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other.

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every

other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

8.13. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City:                      City of Chicago  
Department of Planning  
and Development  
Attention: Commissioner  
City Hall, Room 1000  
121 N. LaSalle Street  
Chicago, Illinois 60602  
(312) 744-4190  
(312) 744-2271(Fax)

With copies to:                      City of Chicago  
Department of Law  
Attention: Finance and  
Economic Development Division  
City Hall, Room 600  
121 N. LaSalle Street  
Chicago, Illinois 60602  
(312) 744-0200  
(312) 744-8538 (Fax)

To the Park District: Chicago Park District  
Attention: General Superintendent  
541 North Fairbanks  
Chicago, Illinois 60611  
(312) 742-4200  
(312) 742-5276 (Fax)

With a copy to: Chicago Park District  
General Counsel  
541 North Fairbanks, Room 300  
Chicago, Illinois 60611  
(312) 742-4602  
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8.14. Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Nelson Chueng  
City of Chicago  
Department of Planning and Development  
City Hall, Room 905  
121 N. LaSalle Street  
Chicago, Illinois 60602  
(312) 744-5756  
(312) 744-7996 (Fax)

For the Park District: Rob Rejman  
Chicago Park District  
Director of Planning,  
Construction and Facilities  
541 North Fairbanks  
Chicago, Illinois 60611  
(312) 742-4682  
(312) 742-5347 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

8.16. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

[The remainder of this page is intentionally blank.  
Signatures appear on the following page.]

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

**CITY OF CHICAGO**, a municipal corporation,  
by and through its Department of Planning and  
Development

By: \_\_\_\_\_  
Andrew J. Mooney  
Commissioner

**CHICAGO PARK DISTRICT**, a body politic and  
Corporate of the State of Illinois

By: \_\_\_\_\_  
Michael P. Kelly  
General Superintendent and CEO

Attest:

\_\_\_\_\_  
Kantrice Ogletree  
Secretary

## EXHIBIT A

### **The Conservatory Legal Description**

Deed 1613

ALL THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS LYING NORTH OF LAKE STREET (EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY) CONTAINING 34 ACRES MORE OR LESS.

Common Address: 300 N. Central Park Ave., Chicago, Illinois

### **The Gold Dome Legal Description**

Deed 1612

THE WEST 1/2 OF THE WEST 13 ACRES OF THE EAST 23 ACRES OF THAT PART SOUTH OF THE ROAD OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SAID 13 ACRE TRAIL IS BOUNDED BY COMMENCING AT A POINT IN THE SOUTH LINE OF SAID 1/4 SECTION 306 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1511, 18/100 FEET MORE OR LESS IN THE CENTER OF LAKE STREET THENCE WESTERLY ALONG THE CENTER OF SAID STREET 379, 1/111 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1547, 18/100 FEET MORE OR LESS TO THE SOUTH LINE OF SAID 1/4 SECTION THENCE EAST ALONG THE SAID 1/4 SECTION LINE, 377 5/111 FEET IN THE PLACE OF BEGINNING, THE PREMISES HEREBY CONVEYED BEING 6, 62/1111 ACRES MORE OR LESS AND SUBJECT IN THE RIGHT OF WAY OF THE PUBLIC IF ANY IN THAT PART OF SAID PREMISES LYING IN SAID LAKE STREET.

Deed 1635

THE NORTH 1/2 OF THE EAST 1/2 OF THE WEST 13 ACRES OF THE EAST 23 ACRES OF THE FRACTION SOUTH OF THE ROAD OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SAID 13 ACRE TRAIL IS BOUNDED BY COMMENCING AT A POINT ON THE SOUTH LINE OF SAID 1/4 SECTION, 306 FEET WEST OF THE SOUTH EAST CORNER THEREOF, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1511, 18/100 FEET MORE OR LESS IN THE CENTER OF LAKE STREET; THENCE WESTERLY ALONG THE CENTER OF SAID STREET 379 1/111 FEET, THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1547, 18/100 FEET MORE OR LESS; TO THE SOUTH LINE OF SAID 1/4 SECTION THENCE EAST ALONG THE SAID 1/4 SECTION LINE 377 5/111 FEET IN THE PLACE OF BEGINNING, BEING 3, 3/1011

ACRES MORE OR LESS AND SUBJECT TO THE RIGHT OF WAY OF THE PUBLIC IF ANY IN THAT PART OF SAID PREMISES LYING IN SAID LAKE STREET.

Deed 1636

THE SOUTH 1/2 OF THE EAST 1/2 OF THE WEST THIRTEEN ACRES OF THE EAST TWENTY THREE ACRES OF THE FRACTION SOUTH OF THE ROAD OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND WHICH THIRTEEN ACRE TRACT IS BOUNDED BY BEGINNING AT A POINT ON THE SOUTH LINE OF SAID 1/4 SECTION 306 FEET WEST OF THE SOUTH EAST CORNER THEREOF THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID 1/4 SECTION 1511, 15/100 FEET MORE OR LESS IN THE CENTER OF LAKE STREET THENCE WESTERLY ALONG THE CENTER OF SAID STREET 379, 1/10 FEET THENCE SOUTH 1547, 18/100 FEET MORE OR LESS IN THE SOUTH LINE OF SAID 1/4 SECTION THENCE EAST ALONG SAID SOUTH LINE 377, 5/111 FEET IN THE PLACE OF BEGINNING, BEING 3, 3/1111 ACRES MORE OR LESS.

Deed 1614

THE EAST 10 ACRES OF THE EAST ONE 1/4 OF THE PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LAKE STREET.

Deed 1639

THE WEST 11 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES SOUTH OF LAKE STREET AND OTHERWISE BOUNDED AND DESCRIBED AS FOLLOWS BY BEGINNING AT THE SOUTH WEST CORNER OF SAID 1/4 SECTION THENCE RUNNING EAST ON THE SECTION LINE FIVE CHAINS, THENCE NORTH TWENTY ONE CHAINS AND 75 LINKS TO THE CENTER OF LAKE STREET, THENCE WESTERLY ON THE CENTER OF SAID LAKE STREET FIVE CHAINS AND TWO LINKS TO THE NEXT LINE OF SAID 1/4 SECTION, THENCE SOUTH OF SAID LINE 22 CHAINS AND 24 LINKS TO THE PLACE OF BEGINNING CONTAINING ELEVEN ACRES MORE OR LESS.

Common Address: 100 N. Central Park Ave., Chicago, Illinois

## **EXHIBIT B**

### **Project Description**

#### **Garfield Golden Dome Restoration**

The project includes restoration of the Gold Dome roof, masonry, historic terra cotta, vaulted veranda, stairways, ramps, and miscellaneous interior repairs.

#### **Garfield Conservatory Restoration**

The project includes catastrophic storm damage cleanup, repair and replacement of the glass and structural housing elements of the glass, concrete rehabilitation, wood beam replacement, ventilation systems and general conditions including drainage.





All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Park District

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

Agreed and accepted:

\_\_\_\_\_  
Name  
Title: \_\_\_\_\_  
City of Chicago  
Department of Planning and Development

## EXHIBIT D

### Project Budget TIF-Funded Improvements

The total cost of the project is \$18,555,000. In no event, however, shall funding from the Midwest TIF Fund exceed \$5,500,000. The parties agree that only \$3,000,000 of the total Project Assistance amount of \$5,500,000 will be available for reimbursement in 2014, and the remaining \$2,500,000 will be available for reimbursement in 2015.

#### Garfield Conservatory Restoration

##### Sources Budget:

Chicago Park District	\$2,975,000
City of Chicago (Midwest TIF)	\$3,000,000
Insurance Recovery	\$9,230,000
Total Project Cost	\$15,205,000

##### Uses Budget:

Storm Damage cleanup	\$2,970,000
Glass replacement	\$7,560,000
Concrete rehabilitation	\$ 465,000
Wood beam replacement	\$ 680,000
General conditions, drainage System, vent system	\$1,355,000
Total:	\$15,205,000

#### Garfield Gold Dome Restoration

##### Sources Budget:

Chicago Park District	\$ 850,000
City of Chicago (Midwest TIF)	<u>\$2,500,000</u>
Total Project Cost	\$3,350,000

##### Uses Budget:

Gold Dome restoration	\$2,350,000
Exterior Lighting	\$ 200,000
Gold Dome veranda	<u>\$ 800,000</u>
Total:	\$3,350,000

The Commissioner may approve changes to this preliminary budget.



# City of Chicago



O2014-5632

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)

**Type:** Ordinance

**Title:** Intergovernmental agreement with Metropolitan Water Reclamation District of Greater Chicago and Department of Streets and Sanitation for delivery and distribution of wood chips

**Committee(s) Assignment:** Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

WHEREAS, the City of Chicago (the “**City**”) is a home rule municipality as described in Section 6 (a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City, through its Department of Streets and Sanitation (“**DSS**”) and the Metropolitan Water Reclamation District of Greater Chicago, an Illinois municipal corporation (“**District**”) each desire to enter into an agreement whereby DSS will deliver wood chips generated as a part of DSS’s forestry management program to the District, and the District will use the wood chips as a bulking agent in the District’s biosolids program; now, therefore,

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

Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. Authority. Subject to the approval of the Corporation Counsel, the Commissioner of DSS (the “**Commissioner**”) or a designee of the Commissioner are each hereby authorized to execute and deliver the Agreement for the Delivery of Wood Chips (the “**Agreement**”) in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions thereto as the Commissioner or the Commissioner’s designee shall approve (execution of the Agreement by the Commissioner or the Commissioner’s designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with implementation of the Agreement.

Section 3. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

Section 4. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER  
CHICAGO  
AND  
THE CITY OF CHICAGO, DEPARTMENT OF STREETS AND SANITATION**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter "Agreement") is entered into this as of the \_\_\_ day of \_\_\_, by and between the Metropolitan Water Reclamation District of Greater Chicago (hereinafter "District") and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, (hereinafter "City"), acting through its Department of Streets & Sanitation, Bureau of Forestry, (hereinafter "DSS"). From time to time hereinafter the District and DSS may be collectively referred to as the "Parties."

**WITNESSETH, THAT:**

**WHEREAS**, the District is a wastewater treatment and stormwater management agency that is located in Cook County, Illinois, and serves over 5,000,000 people throughout an 883-mile service area that includes the City and 125 suburban communities; and

**WHEREAS**, the District treats approximately 1.4 billion gallons of wastewater per day at its seven water reclamation plants, and the processing of this wastewater generates roughly 200,000 dry tons of biosolids in any given year; and

**WHEREAS**, after treatment, the District ultimately distributes these biosolids, which are non-toxic and composed of organic material, pursuant to an Illinois Environmental Protection Agency ("IEPA") "Controlled Solids Distribution Program" permit for use as fertilizer, soil amendment, or soil substitute; and

**WHEREAS**, the District believes that it would be beneficial and cost-effective to use wood chips as a bulking agent for the District's biosolids to produce a value-added product to be used in the City area; and

**WHEREAS**, the City receives a benefit from this Agreement in that the distance the City has to haul its wood chips for disposal is significantly reduced, thereby reducing the number of City trucks on the roads, resulting in a reduction of carbon dioxide emissions; and

**WHEREAS**, as part of its regular operations, DSS has a forestry management program consisting of tree planting, tree cutting, tree pruning and collecting debris from downed trees, tree limbs, and branches; and

**WHEREAS**, the cuttings, collections, and debris from the DSS forestry management program are usually comminuted in wood chippers for easier disposal, and such process generates a large and regular supply of wood chips; and

**WHEREAS**, the District has requested that DSS deliver its wood chips to the District's Calumet Solids Management Area and that DSS will unload its wood chips at a location specified by District staff; and

**WHEREAS**, DSS is willing to supply and the District is willing to accept available wood chips on a regular basis as further set forth below; and

**WHEREAS**, the Parties reasonably believe that the acceptance of wood chips for the District's biosolids program constitutes a beneficial use as allowed under Section 22.54 of the IEPA Act, and consequently no additional permits are needed for the District to accept DSS wood chips and incorporate them into its biosolids; and

**WHEREAS**, the Parties are aware that the Emerald Ash Borer ("EAB") has been known to infect trees that are part of the DSS forestry management program and that the Parties desire to insure that the supply of wood chips provided by the DSS to the District are not infected by the EAB; and

**WHEREAS**, the Illinois Department of Agriculture has determined that in order to eliminate the presence of the EAB and/or its larvae in wood, the wood must be comminuted to no more than one inch on two dimensions; and

**WHEREAS**, DSS has signed an EAB Compliance Agreement ("Compliance Agreement") with the Illinois Department of Agriculture, wherein DSS has committed to comply with certain procedures relative to the comminuting of wood into wood chips, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, DSS represents that all wood chips and related material provided to the District will have been previously produced in accordance with the procedures set forth in the Compliance Agreement; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

**WHEREAS**, on May 1, 2014, the District's Board of Commissioners authorized the District to negotiate and enter into this Agreement; and

**WHEREAS**, on \_\_\_\_\_, 2014, the Chicago City Council adopted an ordinance authorizing the City to enter into this Agreement.

**NOW THEREFORE**, it is agreed, as follows:



## **ARTICLE ONE: INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference and made a part hereof.

## **ARTICLE TWO: GENERAL REQUIREMENTS**

DSS will deliver wood chips in connection with its ordinary operations to the District's Calumet Solids Management Area and unload said wood chips as specified by District staff.

DSS shall bear sole responsibility for the transportation, trucking, loading, and unloading of the wood chips. DSS is required to observe and comply with all state and local traffic restrictions and laws, including compliance with all requirements for transport of EAB infected materials. Except as required under this Agreement for EAB infected materials, all wood chips will be delivered with no expressed or implied warranties, including the warranties of merchantability or fitness for a particular purpose. The City is self-insured, and DSS and its employees are insured for all aspects of its participation in the activities set forth in this Agreement, through the self-insurance program of the City. DSS will only use full-time DSS employees for the activities set forth in this Agreement.

The District may, at its discretion and at no cost to the District, refuse wood chips, though acceptance of wood chips shall not be unreasonably withheld.

## **ARTICLE THREE: TERM**

The Term of the Agreement shall commence on the date that the last signature is affixed hereto and shall expire upon: (1) the written agreement of the Parties hereto or (2) on December 31, 2017.

## **ARTICLE FOUR: CONSENT**

Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

## **ARTICLE FIVE: FUNDING**

There is no funding that will be provided in conjunction with this Agreement. Each of the Parties agrees to bear its own costs.

## **ARTICLE SIX: TERMINATION BY THE CITY**

At any time prior to the expiration of this Agreement, the City may, upon providing notice to the District in the manner provided in Article Ten below, terminate this Agreement.

## **ARTICLE SEVEN: TERMINATION BY THE DISTRICT**

At any time prior to the expiration of this Agreement, the District may, upon providing notice to the City in the manner provided in Article Ten below, terminate this Agreement.

#### **ARTICLE EIGHT: PERMITS AND EASEMENTS**

Nothing in this Agreement shall be construed to require or oblige the District to procure or provide funding for any of the federal, state, or local permits or easements that may be necessary for, or in any way related to, the General Requirements set forth in Article Two above.

#### **ARTICLE NINE: INDEMNITY**

- a) The City must defend, indemnify, keep and hold harmless the District, its officers, representatives, elected and appointed officials, agents, and employees from and against any and all Losses connected in any way to the subject matter of the Agreement, that arise out of the negligent acts or omissions of the City, DSS, or its employees, including those related to:
  - i. injury, death, or damage of or to any person or property;
  - ii. EAB; and
  - iii. injuries or death of any employee of the City, DSS, or any subcontractor under any workers compensation statute.
  
- b) The District must defend, indemnify, keep and hold harmless the City, DSS, its officers, representatives, elected and appointed officials, agents, and employees from and against any and all Losses connected in any way to the subject matter of the Agreement, that arise out of the negligent acts or omissions of the District or its employees including those related to:
  - i. injury, death, or damage of or to any person or property; and
  - ii. injuries or death of any employee of the District or any subcontractor under any workers' compensation statute.
  
- c) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments, and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the indemnifying parties negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, subcontractors, or licensees arising out of or as a consequence of the performance of the General Requirements set forth in Article Two above.

- d) At the indemnified party's option, the indemnifying party must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the indemnified party has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving the indemnifying party of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of counsel for the indemnified party, if the settlement requires any action on the part of the indemnified party
- e) The indemnities in this section survive the expiration or termination of this Agreement.

**ARTICLE TEN: NOTICE**

Notice to the District shall be addressed to:

Director of Engineering  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
FAX: (312) 751-7905

and

General Counsel  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-6565

Notice to the City shall be addressed to:

Commissioner  
City of Chicago, Department of Streets  
and Sanitation  
121 North LaSalle Street, Suite 1107  
Chicago, Illinois 60602  
Phone: (312) 744-4611  
Fax: (312) 744-3267

and

Corporation Counsel

City of Chicago, Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division  
Phone: (312) 744-0200  
Fax: (312) 742-0277

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram, telecopy, or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other Party in the same manner as provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand, or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d), shall be deemed received two (2) days following deposit in the mail.

#### **ARTICLE ELEVEN: ASSIGNMENT: BINDING EFFECT**

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the District, and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the Parties hereto and such successors and permitted assigns.

#### **ARTICLE TWELVE: MODIFICATION**

This Agreement may not be altered, modified, or amended except by written instrument signed by all of the Parties hereto.

#### **ARTICLE THIRTEEN: COMPLIANCE WITH LAWS**

The Parties hereto shall comply with all federal, state, and municipal laws, ordinances, rules, and regulations relating to this Agreement.

#### **ARTICLE FOURTEEN: GOVERNING LAW AND SEVERABILITY**

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of

rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

#### **ARTICLE FIFTEEN: SHAKMAN PROVISIONS**

- (a) The City is subject to the May 31, 2007, Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011, "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No. 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- (b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with You, either as an employee or as a subcontractor, and from directing You to hire an individual as an employee or as a subcontractor. Accordingly, You must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by You under this Agreement are employees or subcontractors of You, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by You.
- (c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

- (d) In the event of any communication to You by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, You will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

#### **ARTICLE SIXTEEN: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties.

#### **ARTICLE SEVENTEEN: AUTHORITY**

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on \_\_\_\_\_, 2014. Execution of this Agreement by the District is authorized by its Board of Commissioners on May 1, 2014. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

#### **ARTICLE EIGHTEEN: HEADINGS**

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

#### **ARTICLE NINETEEN: DISCLAIMER OR RELATIONSHIP**

Nothing contained in this Agreement, nor any act of the City or the District shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the District.

#### **ARTICLE TWENTY: CONSTRUCTION OF WORDS**

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

#### **ARTICLE TWENTY-ONE: NO PERSONAL LIABILITY**

No officer, member, official, employee, or agent of the City or the District shall be individually or personally liable in connection with this Agreement.

#### **ARTICLE TWENTY-TWO: NON-WAIVER**

Either Party's failure to require strict performance by the other Party of any provision of this Agreement will not waive a Party's right to demand strict compliance with any other provision of this Agreement or such provision at any other time. Any waiver of any terms of this Agreement must be in writing and shall not diminish the future enforceability of this Agreement.

### **ARTICLE TWENTY-THREE: REPRESENTATIVES**

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact:

For the District:                    Director of Engineering  
Metropolitan Water Reclamation District of Greater  
Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-3169  
FAX: (312) 751-7905

For the City:                        Commissioner  
City of Chicago, Department of Streets and Sanitation  
30 North LaSalle Street, Suite 1107  
Chicago, Illinois 60602  
Phone: (312) 744-4611  
FAX: (312) 744-3267

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number, and fax number of the representative for such Party for the purpose hereof.

[Signature Page follows]

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago, the Parties hereto, have each caused this Agreement to be executed, in triplicate, as of the date first above written by their duly authorized officers, duly attested, and their seals hereto affixed to this IGA, which shall become effective upon the date of the last signature affixed hereto.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Charles L. Williams  
Commissioner of the Department of  
Streets and Sanitation

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

ATTEST:

By: \_\_\_\_\_  
Susana A. Mendoza  
City Clerk

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

**METROPOLITAN WATER RECLAMATION  
DISTRICT OF GREATER CHICAGO**

By: \_\_\_\_\_  
David St. Pierre  
Executive Director

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Torres  
Clerk

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



ATTEST:

By: \_\_\_\_\_  
Jacqueline Torres  
Clerk

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

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Lisa Luhrs Draper  
Head Assistant Attorney

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

By: \_\_\_\_\_  
Ronald M. Hill  
General Counsel

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

APPROVED AS TO MAINTENANCE AND OPERATIONS:

By: \_\_\_\_\_  
Daniel Collins  
Managing Civil Engineer

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

By: \_\_\_\_\_  
Manju Sharma  
Director of Maintenance & Operations

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



# City of Chicago



A2014-68

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Appointment
<b>Title:</b>	Appointment of Emma Dixson Brown as member of Special Service Area No. 45, 103rd Halsted Commission
<b>Committee(s) Assignment:</b>	Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

I transmit herewith appointments to various Special Service Areas.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

I have appointed Emma Dixon Brown as a member of Special Service Area No. 45, the 103<sup>rd</sup> Halsted Commission, for a term effective immediately and expiring March 9, 2017, to succeed June E. Bethely, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



# City of Chicago



A2014-69

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Appointment
<b>Title:</b>	Reappointment of LaTonya D. Anderson and Eric R. Chin as members of Special Service Area No. 45, 103rd Halsted Commission
<b>Committee(s) Assignment:</b>	Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

I have reappointed LaTonya D. Anderson and Eric R. Chin as members of Special Service Area No. 45, the 103<sup>rd</sup> Halsted Commission, for terms effective immediately and expiring March 9, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor



# City of Chicago



A2014-70

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)

**Type:** Appointment

**Title:** Reappointment of Marcia E. Blake and Susan Reyna-Guerrero as members of Special Service Area No. 44, 103rd Beverly Commission

**Committee(s) Assignment:** Committee on Finance

FW.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

I have reappointed Marcia E. Blake and Susan Reyna-Guerrero as members of Special Service Area No. 44, the 103<sup>rd</sup> Street/Beverly Commission, for terms effective immediately and expiring February 6, 2017.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

Mayor





# City of Chicago



A2014-71

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Appointment
<b>Title:</b>	Appointment of Daniel R. Scott as member of Special Service Area No. 38, Northcenter Commission
<b>Committee(s) Assignment:</b>	Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

I have appointed Daniel R. Scott as a member of Special Service Area No. 38, the Northcenter Commission, for a term effective immediately and expiring July 26, 2016, to succeed Mark D. Dillon, whose term has expired.

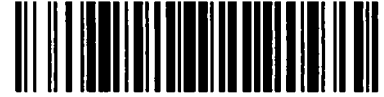
Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



# City of Chicago



A2014-72

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Appointment
<b>Title:</b>	Appointment of Melissa L. Salvatore as member of Special Service Area No. 27, West Lakeview Commission
<b>Committee(s) Assignment:</b>	Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

I have appointed Melissa L. Salvatore as a member of Special Service Area No. 27, the West Lakeview Commission, for a term effectively immediately and expiring February 15, 2015, to complete the unexpired term of Yael V. Hochberg, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

Mayor



# City of Chicago



O2014-5616

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Amendment of 2014 Annual Appropriation Ordinance within Fund No. 925 for Department of Transportation
<b>Committee(s) Assignment:</b>	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

WHEREAS, the Annual Appropriation Ordinance for the year 2014 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, in accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, the City through its Department of Transportation has been awarded public grant funds in the amount of \$1,500,000 by the Chicago Park District which will be used for the West Ridge Nature Preserve; now, therefore,

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

SECTION 1. The sum of \$1,500,000, not previously appropriated, representing increased grant awards, is hereby appropriated from Fund 925 - Grant Funds for the year 2014. The Annual Appropriation Ordinance is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

EXHIBIT A  
AMENDMENT TO THE 2014 APPROPRIATION ORDINANCE

CODE DEPARTMENT AND ITEM  
ESTIMATE OF GRANT REVENUE FOR 2014

Awards from Public and Private Agencies \$ 31,589,000

STRIKE AMOUNT  
ADD AMOUNT  
\$33,089,000

925 - Grant Funds

Dept and Dept #, and Grant Name

<u>STRIKE AMOUNT 2014 Anticip'd Grant</u>	<u>STRIKE AMOUNT (2014 TOTAL)- Includes anticipated carryover</u>	<u>ADD AMOUNT (2014 TOTAL) Includes anticipated carryover</u>
\$ 1,500,000	\$ 1,500,000	\$1,500,000

84 Chicago Department of Transportation:

West Ridge Nature Preserve





# City of Chicago



O2014-5041

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)  
Burke (14)  
Thompson (16)

**Type:** Ordinance

**Title:** Amendment of Municipal Code Sections 4-4-333 and 4-4-334 regarding synthetic marijuana and synthetic stimulants

**Committee(s) Assignment:** Committee on License and Consumer Protection

LIC.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith, together with Aldermen Burke and Thompson, an ordinance amending Chapter 4-4 of the Municipal Code regarding synthetic marijuana.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

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

**SECTION 1.** Section 4-4-333 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**4-4-333 Synthetic marijuana.**

*(Omitted text is unaffected by this ordinance)*

(b) No licensee under this Code or his agent or employee shall possess, sell, offer for sale, give away, barter, exchange, or otherwise furnish on the licensed premises any synthetic marijuana in the City of Chicago, or engage in an act of concealment of synthetic marijuana on the licensed premises.

As used in this subsection (b):

“Concealment” means to deliberately hide to prevent or evade discovery.

“Licensed premises” means the premises or location licensed or required to be licensed under this Code. The term “licensed premises” includes (1) the building where the licensed premises is located; (2) all grounds, areas and facilities on, in or immediately adjacent to the licensed premises used by, or held out for use by, the licensee or his agent or employee, including, but not limited to, the licensed premises’ parking facility; and (3) all vehicles used by the licensee or his agent or employee to conduct the activity licensed or required to be licensed under this chapter.

*(Omitted text is unaffected by this ordinance)*

**SECTION 2.** Section 4-4-334 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**4-4-334 Synthetic stimulants.**

*(Omitted text is unaffected by this ordinance)*

(b) No licensee under this Code or his agent or employee shall possess, sell, offer for sale, give away, barter, exchange or otherwise furnish on the licensed premises any synthetic stimulant in the City of Chicago, or engage in an act of concealment of any synthetic stimulant on the licensed premises.

As used in this subsection (b):

“Concealment” means to deliberately hide to prevent or evade discovery.

“Licensed premises” means the premises or location licensed or required to be licensed under this Code. The term “licensed premises” includes (1) the building where the licensed premises is located; (2) all grounds, areas and facilities on, in or immediately adjacent to the licensed premises used by, or held out for use by, the licensee or his agent or employee, including, but not limited to, the licensed premises’ parking facility; and (3) all vehicles used by the licensee or his agent or employee to conduct the activity licensed or required to be licensed under this chapter.

*(Omitted text is unaffected by this ordinance)*

**SECTION 3.** This ordinance shall take full force and effect upon its passage and approval.



# City of Chicago



O2014-5058

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:**

6/25/2014

**Sponsor(s):**

Emanuel (Mayor)  
Austin (34)  
Burke (14)  
Moreno (1)  
Dowell (3)  
Burns (4)  
Sawyer (6)  
Holmes (7)  
Harris (8)  
Pope (10)  
Balcer (11)  
Cardenas (12)  
Quinn (13)  
Foulkes (15)  
Thompson (16)  
Thomas (17)  
Lane (18)  
O'Shea (19)  
Cochran (20)  
Brookins (21)  
Zalewski (23)  
Chandler (24)  
Solis (25)  
Burnett (27)  
Graham (29)  
Reboyas (30)  
Suarez (31)  
Mell (33)  
Colón (35)  
Sposato (36)  
Mitts (37)  
Cullerton (38)  
Laurino (39)  
O'Connor (40)  
O'Connor (41)  
Smith (43)  
Cappleman (46)  
Pawar (47)  
Moore (49)  
Ordinance

**Type:**

**Title:**

Amendment of Municipal Chapters 3-64, 7-50 and 7-51

**Committee(s) Assignment:**

increasing surcharge or fee imposed upon subscribers of  
telecommunication services  
Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith, together with Aldermen Austin, Burke, Moreno, Dowell, Burns, Sawyer, Holmes, Harris, Pope, Balcer, Cardenas, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Zalewski, Chandler, Solis, Burnett, Graham, Reboyras, Suarez, Mell, Colon, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Smith, Cappleman, Pawar, and Moore, an ordinance regarding telecommunications-related taxes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

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

**SECTION 1.** Section 3-64-030 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**3-64-030 Surcharge imposed.**

A. A surcharge is hereby imposed upon billed subscribers of telecommunications services within the corporate limits of the city other than “wireless communications service” as defined by Section 7-50-010 of this Code. The surcharge shall be imposed at the monthly rate of ~~\$2.50~~ \$3.90 per voice grade communications channel between a subscriber's premises and the public switched network capable of providing access to the 9-1-1 emergency telephone system; except that where multiple voice grade communications channels are connected between the subscriber's premises and the public switched network through a private branch exchange service (P.B.X.), five surcharges shall be imposed on every such Regular Service provisioned Trunk line leaving the subscriber's premises and 12 surcharges shall be imposed on every Advanced Service provisioned Trunk line leaving the subscriber's premises, and where an Advanced Service Trunk line supports at least two but fewer than twenty- three simultaneous VGCs, a telecommunication carrier may elect to impose fewer than twelve surcharges per such Trunk line as provided in subsection (D) herein; and where multiple voice grade communications channels are connected to the public switched network through a telecommunications carrier's central office centrex-type service, five surcharges shall be imposed on the number of P.B.X. trunk equivalents for such system as determined by a P.B.X. trunk equivalency table based on generally acceptable telecommunications engineering principles and approved by the comptroller.

*(Omitted text is unaffected by this ordinance)*

**SECTION 2.** Section 7-50-020 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**7-50-020 Fees – Use of revenue – Applicability.**

A. A fee is imposed upon all billed subscribers of wireless communications service within the corporate limits of the city in order to pay for a portion of the cost incurred by the city to operate the emergency telephone system. This fee, which shall be at the rate of ~~\$2.50~~ \$3.90 per month, shall apply to in-service wireless telephone numbers where the service address of the wireless communications service is located in the city. The fee shall not apply to consumers of prepaid wireless telecommunications service, who instead shall pay the surcharge imposed pursuant to Chapter 7-51 of this Code.

*(Omitted text is unaffected by this ordinance)*



**SECTION 3.** Section 7-51-030 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**7-51-030 Surcharge Imposed – Applicability.**

A. Pursuant to the Prepaid Wireless 9-1-1 Surcharge Act, Public Act 97-0463, as amended, there is hereby imposed on consumers a prepaid wireless 9-1-1 surcharge of ~~7.0~~ 9.0 percent per retail transaction.

*(Omitted text is unaffected by this ordinance)*

**SECTION 4.** Following passage and approval, the amendments made by Sections 1 and 2 of this ordinance shall take effect on September 1, 2014, and the amendment made by Section 3 of this ordinance shall take effect on October 1, 2014.



# City of Chicago



O2014-5070

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)  
Zalewski (23)  
Moreno (1)  
Harris (8)  
Pope (10)  
Balcer (11)  
Cardenas (12)  
Quinn (13)  
Burke (14)  
Thompson (16)  
O'Shea (19)  
Cochran (20)  
Burnett (27)  
Reboyras (30)  
Mell (33)  
Suarez (31)  
Colón (35)  
Mitts (37)  
Cullerton (38)  
Cappleman (46)  
Pawar (47)  
Osterman (48)  
Moore (49)

**Type:** Ordinance

**Title:** Amendment of Municipal Code Sections 8-4-060, 8-4-070  
and 8-4-120 regarding fines for vandalism

**Committee(s) Assignment:** Committee on Public Safety



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

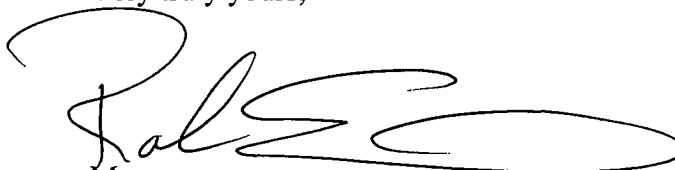
TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Streets and Sanitation, I transmit herewith, together with Aldermen Zalewski, Moreno, Harris, Pope, Balcer, Cardenas, Quinn, Burke, Thompson, O'Shea, Cochran, Burnett, Reboyras, Mell, Suarez, Colon, Mitts, Cullerton, Capplemann, Pawar, Osterman, and Moore, an ordinance amending Chapter 8-4 of the Municipal Code regarding fines for vandalism.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,



Mayor

## ORDINANCE

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

**SECTION 1.** Section 8-4-060 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**8-4-060 Vandalism defined.**

A ~~It shall be unlawful for any person~~ commits to commit vandalism. A person commits vandalism when ~~he~~ such person, without proper authorization, engages in the willful or malicious destruction, injury, disfigurement or defacement of any public or private property. ~~This offense~~ Vandalism includes, but is not limited to, any act of cutting, tearing, breaking, marking, drawing, painting or etching when ~~these actions are~~ such act is intended to damage property or ~~have~~ has the effect of causing damage to property.

Any person who violates ~~the provisions of~~ this section, upon conviction thereof, shall be punished by a fine of ~~\$750.00~~ not less than \$1,500.00 nor more than \$2,500.00 for each offense, plus the actual costs incurred by the property owner or the city to abate, remediate, repair or remove the effects of the vandalism. To the extent permitted by law, ~~the cost~~ such costs shall be payable to the person who incurred ~~them~~ the costs. In addition to such fine and costs, any such offense may also be punished as a misdemeanor by incarceration in a penal institution other than a penitentiary for a term of up to 30 days, or by a requirement to perform up to 1,500 hours of community service, under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and in the Illinois Code of Criminal Procedure of 1963, as amended, ~~in a separate proceeding.~~ All actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure, as amended.

**SECTION 2.** Section 8-4-070 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**8-4-070 Responsibility of parent or legal guardian.**

*(Omitted text is unaffected by this ordinance)*

(b) If a minor engages in conduct that violates any provision of Sections 8-4-060 or 8-4-065, and such minor is unemancipated and resides with his parent or legal guardian, such parent or legal guardian shall be subject to the penalties set forth below:

(i) a fine of not less than \$250 to \$750 nor more than \$1,000.00 or payment of restitution in the amount of the actual costs incurred to abate, remediate, repair or remove the effects of the vandalism, ~~whichever is greater~~, if such action is performed by the city, whichever is greater, or

(ii) a fine of not less than \$250 to \$750 nor more than \$1,000.00 and payment of restitution in the amount of the actual costs incurred by the property owner to abate, remediate, repair or remove the effects of the vandalism; if such action is not performed by the city.

*(Omitted text is unaffected by this ordinance)*

**SECTION 3.** Section 8-4-120 of the Municipal Code of Chicago is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

**8-4-120 Damage to public property.**

No person shall cut, injure, mark, damage or deface any public building, sewer, water pipe, or hydrant, or other city property, fixture or personal property, or any tree, grass, shrub, or walk in any public way or public park.

Any person violating ~~any provision~~ of this section shall be fined not less than ~~\$200.00~~ \$500.00 nor more than ~~\$500.00~~ \$1,000.00 for each offense.

**SECTION 4.** This ordinance shall take full force and effect ten days after its passage and publication.



# City of Chicago



O2014-4980

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Acquisition of property at 1163 East 43rd St for reconstruction of pedestrian bridge
<b>Committee(s) Assignment:</b>	Committee on Housing and Real Estate



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing an acquisition of property in conjunction with a pedestrian bridge.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

**WHEREAS**, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the City Council of the City finds that it is useful, necessary and advantageous for the City to acquire certain improved real property located at 1163 East 43<sup>rd</sup> Street, Chicago, Illinois 60653 and assigned Permanent Index Number 20-02-401-025-0000, as legally described on Exhibit A attached hereto, (the "Property"), for municipal purposes and public ownership and control, namely, for the reconstruction of the 43<sup>rd</sup> Street Pedestrian Bridge (the "Project") by the Department of Transportation, which such Project shall provide a safe and ADA accessible pedestrian crossing over Lake Shore Drive linking a new neighborhood park on the west to the Lakefront on the east; and

**WHEREAS**, the Department of Transportation and its Commissioner ("Commissioner") have determined that the acquisition of the Property is useful, desirable and necessary for a public purpose, public ownership and use thereof by the City; and

**WHEREAS**, pursuant to a Resolution adopted by the Chicago Plan Commission (the "Commission") on June 19, 2014, the Commission approved the acquisition of the Property for the Project; now, therefore,

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

**SECTION 1.** The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

**SECTION 2.** It is hereby determined, declared and found that it is useful, desirable and necessary that the City of Chicago acquire the Property for the public ownership and control for the municipal purpose of providing the reconstruction of the 43<sup>rd</sup> Street Pedestrian Bridge for the Project, or any other lawful municipal purpose.

**SECTION 3.** The Corporation Counsel is hereby authorized to negotiate, on behalf of the City, the acquisition of the Property with the property owner(s) (the "Owner").

**SECTION 4.** If the Corporation Counsel is able to agree with the Owner upon the price to be paid for such Property, or a portion thereof, the Corporation Counsel is authorized to purchase the Property, or a portion thereof, in the name of and on behalf of the City of Chicago for the agreed price with such purchase price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. If the Corporation Counsel is unable to agree with the Owner of the Property on the purchase price, or if the Owner is incapable of consenting to the sale, or if the Owner cannot be located, or cannot deliver fee simple title, then the Corporation Counsel may institute and prosecute condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring fee simple title or other



property interests in the Property, or a portion thereof, under the City's power of eminent domain.

**SECTION 5.** The Commissioner, or a designee of the Commissioner, is authorized to execute such documentation as may be necessary to implement the provisions of this Ordinance, and determine whether the acquisition of the Property, or a portion thereof, or less than fee simple title is necessary to implement the Project, all subject to the approval of the Corporation Counsel.

**SECTION 6.** If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

**SECTION 7.** All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 8.** This ordinance shall take effect upon its passage and approval.

Attachments:

Exhibit A – Property Legal Description

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**(Subject to Final Title and Survey)**

THAT PART OF LOTS 77,78 79, 80 AND THE NORTH 4 FEET OF LOT 81 TAKEN AS A TRACT IN HIGGINS RESUBDIVISION OF NOTT'S LAKE SHORE SUBDIVISION OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 77; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 77, A DISTANCE OF 94.08 FEET TO THE PLACE OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 61 DEGREES 05 MINUTES 00 SECONDS FROM EAST TO SOUTHEAST, WITH THE NORTH LINE OF SAID LOT 77, A DISTANCE OF 68.86 FEET; THENCE EASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 57 DEGREES 49 MINUTES 30 SECONDS FROM THE SOUTHEAST TO EAST WITH PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 64.55 FEET MORE OR LESS TO THE WEST LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY AS OCCUPIED; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID RIGHT-OF-WAY 73.72 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF LOT 77; THENCE WEST ALONG SAID NORTH LINE 62.06 FEET MORE OR LESS TO THE HEREIN DESIGNATED PLACE OF BEGINNING.

Property Index No: 20-02-401-025-0000

Common Address: 1163 East 43<sup>rd</sup> Street, Chicago, Illinois



# City of Chicago



O2014-5751

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Approval of Amendment No. 2 to Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project
<b>Committee(s) Assignment:</b>	Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing amendments to various TIF Redevelopment Plans and Projects.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor

## ORDINANCE

WHEREAS, pursuant to ordinances adopted on June 9, 1999, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 3704 to 3885, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Pulaski Corridor Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, the Corporate Authorities amended the Original Plan Ordinance pursuant to an ordinance adopted on October 3, 2012, and published in the Journal for such date at pages 33746 to 33748 ("Amendment No. 1," and together with the Original Plan, the "Plan"); and

WHEREAS, the Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be June 9, 2022, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478 (the "Amendatory Act"), which became effective November 1, 1999, amended the Act, among other things, (i) to change the dates set forth in Section 11-74.4-3(n)(3) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted, and (ii) to provide that a municipality may amend an existing redevelopment plan to conform such redevelopment plan to Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act, by an ordinance adopted without further hearing or notice and without complying with the procedures provided in the Act pertaining to an amendment to or the initial approval of a redevelopment plan and project and designation of a redevelopment project area; and

WHEREAS, the Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Approval of Amendment Number 2 to the Plan. "Amendment No. 2 to the Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by the Plan Amendment, conform to the provisions of Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act.

SECTION 4. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

EXHIBIT A

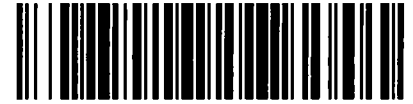
AMENDMENT NO. 2 TO THE PULASKI CORRIDOR TAX INCREMENT FINANCING  
REDEVELOPMENT PLAN AND PROJECT

In Section VII entitled, "Statutory Compliance and Implementation Strategy" the sentence under the sub-heading, "Completion of Redevelopment Plan" shall be deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Area is adopted."



# City of Chicago



O2014-5752

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	6/25/2014
<b>Sponsor(s):</b>	Emanuel (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Approval of amendment to Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project
<b>Committee(s) Assignment:</b>	Committee on Finance



## ORDINANCE

WHEREAS, under ordinances adopted on January 12, 2000, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 22866 to 22995, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Belmont/Cicero Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area (the foregoing three ordinances are collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, under an ordinance adopted on May 17, 2000, and published in the Journal for such date at pages 32000 to 32102, the Corporate Authorities approved an amendment to the Original Plan entitled "Revision Number 2 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project" ("Revision Number 2"); and

WHEREAS, under an ordinance adopted on May 14, 2008, and published in the Journal for such date at pages 26744 to 26854, the Corporate Authorities approved an amendment to Revision Number 2 entitled "Revision Number 3 Belmont/Cicero Tax Increment Financing Redevelopment Plan and Project" to change the land use of certain parcels ("Revision Number 3," and together with Revision Number 2 and the Original Plan, collectively referred to as the "Plan"); and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, the Corporate Authorities now desire further to amend the Plan by amending the Generalized Land Use Plan map to change the proposed land use for certain other parcels, which such amendment shall not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Approval of Revision Number 4 to the Plan. The amendment of the Plan to change the proposed land use for parcels located on the northwest corner of North Cicero Avenue and West George Street (bounded by Cicero Avenue to the east, Oakdale Avenue to the north, Lamon Avenue to the west, and George Street to the south), from commercial to residential, is hereby approved. (Sub)Exhibit C to the Plan, "Generalized Land-Use Plan Amended, April 2008" is hereby replaced in its entirety with (Sub)Exhibit C, "Generalized Land Use Plan Amended, June 2014," a copy of which is attached hereto as Exhibit 1. Except as amended hereby, the Plan shall remain in full force and effect.

SECTION 3. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

EXHIBIT 1

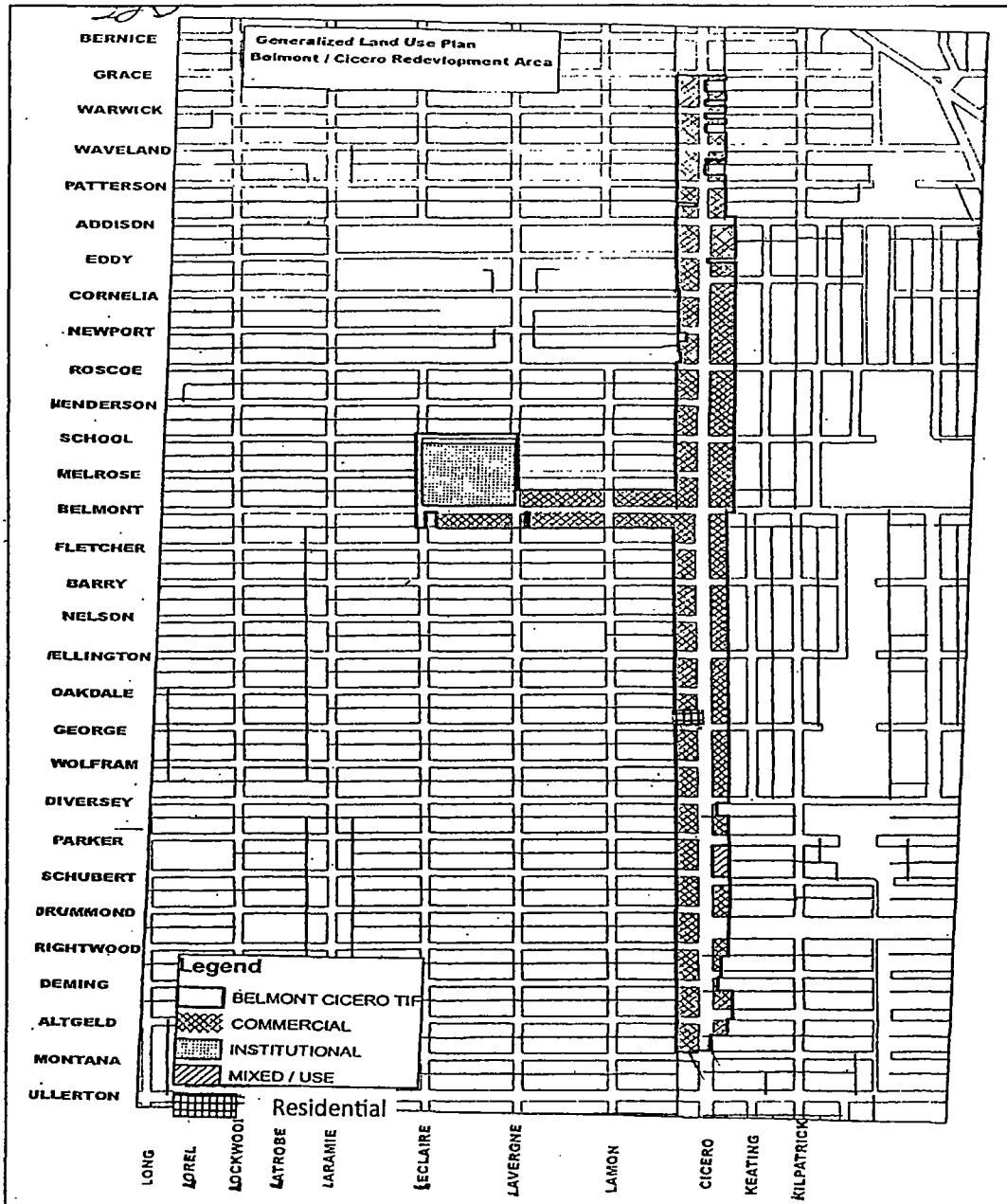
See attached for

(Sub)Exhibit C "Generalized Land Use Plan Amended, June 2014"

(Sub)Exhibit C  
(To Revision Number 4)

Generalized Land Use Plan Amended, June 2014

Belmont/Cicero Redevelopment Area





# City of Chicago



O2014-5753

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)

**Type:** Ordinance

**Title:** Approval of Amendment No. 1 to Western/Ogden Tax Increment Financing Redevelopment Plan and Project

**Committee(s) Assignment:** Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing amendments to various TIF Redevelopment Plans and Projects.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

WHEREAS, under ordinances adopted on February 5, 1998, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 61204 to 61411, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Western/Ogden Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area (the foregoing three ordinances are collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, Public Act 92-263, which became effective on August 7, 2001, amended the Act to provide that, under Section 11-74.4-5(c) of the Act, amendments to a redevelopment plan which do not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10, may be made without further hearing, provided that notice is given as set forth in the Act as amended; and

WHEREAS, the Corporate Authorities now desire to amend the Plan to amend the map of the Generalized Land Use Plan to change the proposed land use for certain parcels, which such amendment shall not (1) add additional parcels of property to the proposed redevelopment project area, (2) substantially affect the general land uses proposed in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project cost set out in the redevelopment plan by more than 5% after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Approval of Amendment Number 1 to the Plan. The amendment of the Plan to change the proposed land use for a parcel located at the northwest corner of South Damen Avenue and West 17th Street from industrial to residential is hereby approved. Figure 2 to the Plan, "Generalized Land Use Plan" is hereby replaced in its entirety with Figure 2, "Revised Generalized Land Use Plan," a copy of which is attached hereto as Exhibit 1. Except as amended hereby, the Plan shall remain in full force and effect.

SECTION 3. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

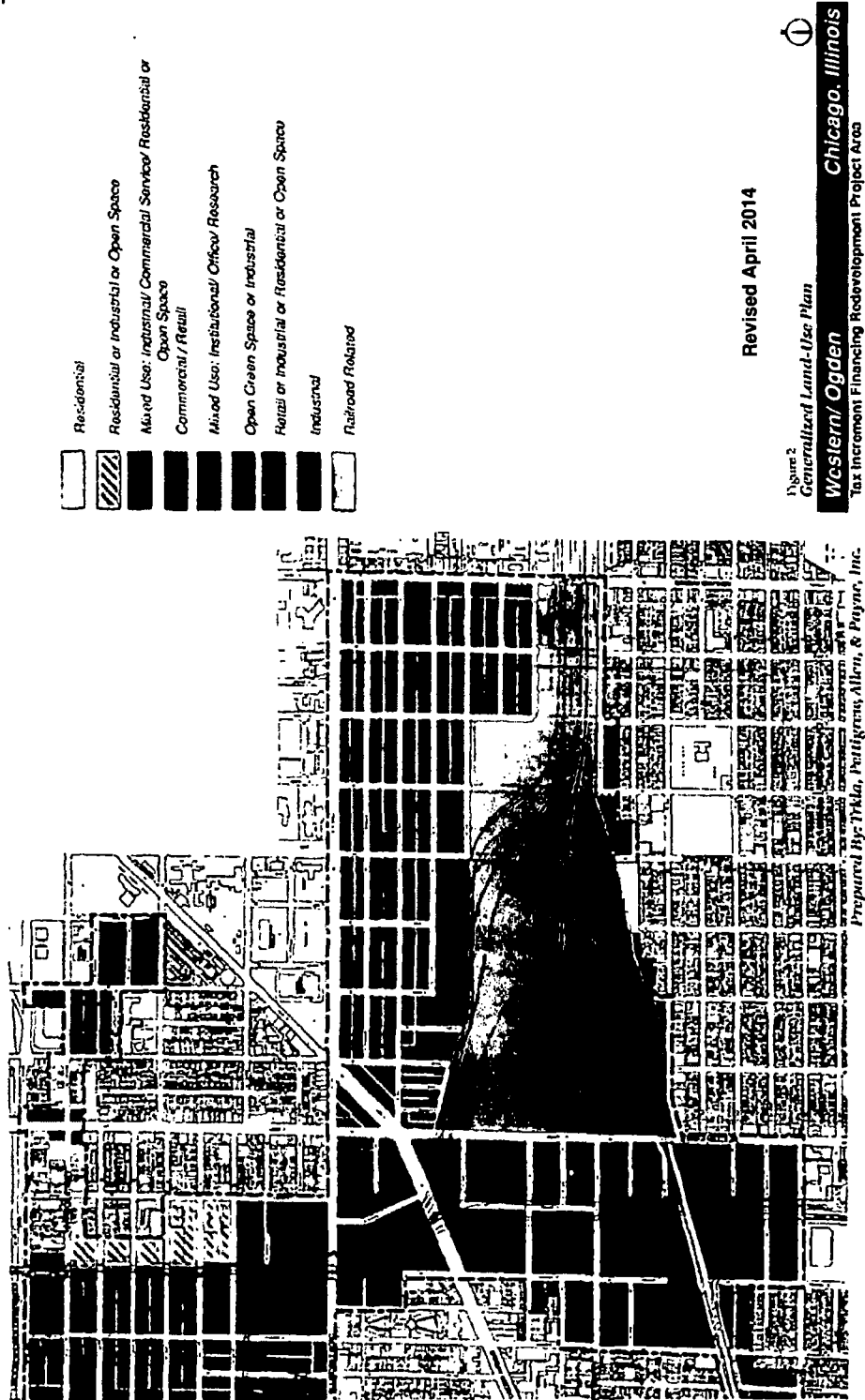


EXHIBIT 1

AMENDMENT NUMBER 1

See attached for Figure 2, "Revised Generalized Land Use Plan"

Figure C: Future Land Use Plan Map





# City of Chicago



O2014-5754

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)

**Type:** Ordinance

**Title:** Approval of Amendment No. 4 to Stockyards Southeast  
Quadrant Industrial Redevelopment Area

**Committee(s) Assignment:** Committee on Finance

FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing amendments to various TIF Redevelopment Plans and Projects.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

WHEREAS, pursuant to ordinances adopted on February 26, 1992, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 13145 to 13191, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 *et seq.*, as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Stockyards Southeast Quadrant Industrial Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, the Corporate Authorities amended the Original Plan Ordinance pursuant to ordinances adopted on September 14, 1994, and published in the Journal for such date at pages 55579 to 55612 ("Amendment No. 1"), on January 10, 1996, and published in the Journal for such date at pages 14470 to 14506 ("Amendment No. 2"), and on March 19, 1997, and published in the Journal for such date at pages 41177 to 41220 ("Amendment No. 3," and together with the Original Plan, Amendment No. 1 and Amendment No. 2, the "Plan"); and

WHEREAS, the Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be February 26, 2015, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478 (the "Amendatory Act"), which became effective November 1, 1999, amended the Act, among other things, (i) to change the dates set forth in Section 11-74.4-3(n)(3) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted, and (ii) to provide that a municipality may amend an existing redevelopment plan to conform such redevelopment plan to Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act, by an ordinance adopted without further hearing or notice and without complying with the procedures provided in the Act pertaining to an amendment to or the initial approval of a redevelopment plan and project and designation of a redevelopment project area; and

WHEREAS, the Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.

SECTION 2. Approval of Amendment Number 4 to the Plan. "Amendment No. 4 to the Stockyards Southeast Quadrant Industrial Redevelopment Area Tax Increment Allocation Finance Program Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by the Plan Amendment, conform to the provisions of Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act.

SECTION 4. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

EXHIBIT A

AMENDMENT NO. 4 TO THE STOCKYARDS SOUTHEAST QUADRANT INDUSTRIAL  
REDEVELOPMENT AREA TAX INCREMENT ALLOCATION FINANCE PROGRAM  
REDEVELOPMENT PLAN AND PROJECT

Under the section entitled, "Stockyards Southeast Quadrant Industrial Redevelopment Project" Paragraph E. "Sources of Funds to Pay Redevelopment Project Costs," the first sentence of the second paragraph under the sub-heading "Issuance of Obligations," shall be deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Redevelopment Project Area is adopted."



# City of Chicago



O2014-5755

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 6/25/2014

**Sponsor(s):** Emanuel (Mayor)

**Type:** Ordinance

**Title:** Approval of Amendment No. 3 to 95th & Western  
Redevelopment Plan and Project

**Committee(s) Assignment:**



FIN.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

June 25, 2014

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing amendments to various TIF Redevelopment Plans and Projects.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

## ORDINANCE

WHEREAS, pursuant to ordinances adopted on July 13, 1995, and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 3914 to 3971, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "95<sup>th</sup>/Western Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, the Corporate Authorities amended the Original Plan Ordinance pursuant to ordinances adopted on March 19, 1997, and published in the Journal for such date at pages 42053 to 42107 ("Amendment No. 1") and on February 6, 2008, and published in the Journal for such date at pages 20018 to 20026 ("Amendment No. 2," and together with the Original Plan and Amendment No. 1, the "Plan"); and

WHEREAS, the Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be July 13, 2018, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478 (the "Amendatory Act"), which became effective November 1, 1999, amended the Act, among other things, (i) to change the dates set forth in Section 11-74.4-3(n)(3) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted, and (ii) to provide that a municipality may amend an existing redevelopment plan to conform such redevelopment plan to Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act, by an ordinance adopted without further hearing or notice and without complying with the procedures provided in the Act pertaining to an amendment to or the initial approval of a redevelopment plan and project and designation of a redevelopment project area; and

WHEREAS, the Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in amended Section 11-74.4-3(n)(3);

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Recitals. The above recitals are incorporated herein and made a part hereof.



SECTION 2. Approval of Amendment Number 3 to the Plan. "Amendment No. 3 to the 95<sup>th</sup> & Western Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by the Plan Amendment, conform to the provisions of Section 11-74.4-3(n)(3) of the Act, as amended by the Amendatory Act.

SECTION 4. Invalidity of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

EXHIBIT A

AMENDMENT NO. 3  
TO THE 95TH & WESTERN REDEVELOPMENT PLAN AND PROJECT

1. In Section VI entitled, "95th and Western Redevelopment Project," the second sentence of the first paragraph under the sub-heading, "Nature and Term of Obligations to be Issued," shall be deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Redevelopment Project Area is adopted."

2. In Section VIII entitled, "Scheduling of Redevelopment Project," the first sentence shall be deleted and replaced with the following

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Redevelopment Project Area is adopted."