

The following example taken from the 2007-2012 AFSCME Council 31 CBA, is representative of the “Bill of Rights” provisions contained in all of the CBAs between the City and the various unions representing City employees.¹

(c) **Conduct of Disciplinary Investigations.** Supplementing all rights and processes due employees covered by this Agreement who may be the subject of a disciplinary investigation by the Inspector General, the interview will be conducted in the following manner:

- A. The interview of the employee shall be scheduled at a reasonable time, preferably while the employee is on duty, or if feasible, during day shift hours.
- B. The interview, depending upon the allegation, will take place at the employee’s location of assignment, normal department location or other appropriate location, but not at a police station.
- C. Prior to an interview, the employee under investigation shall be informed of the person in charge of the investigation, the identity of the interviewer and all persons present during the interview. When a formal statement is being taken, all questions directed to the employee shall be asked by and through one interviewer at a time.
- D. The length of the interview sessions will be reasonable, with reasonable interruptions permitted for personal necessities.
- E. At the beginning of the interview, the employee shall be informed of the nature of the matters to be discussed.
- F. An employee under investigation shall not be threatened with transfer, dismissal or disciplinary action, or promised a reward, as an inducement to provide information relating to the matter under investigation, or for exercising any rights contained in this Agreement, provided, however, that this Section shall not prohibit or prevent an accurate reading of the employee’s administrative rights, or the imposition of discipline in accordance therewith.
- G. An employee under investigation will be provided without unreasonable delay with a copy of any written statement the employee has made.
- H. (1) If the allegation under investigation indicates a recommendation for discipline is probable against the employee, said employee will be given the statutory administrative proceedings rights prior to the commencement of the interview. (2) If the allegation indicates that criminal prosecution may be probable against said employee, the provisions of this Section shall be inapplicable and said employee will be afforded his constitutional rights concerning self-incrimination prior to the commencement of the interview. An employee will not be read his/her administrative and Miranda rights during the same interview.

¹ See Agreement between AFSCME and the City of Chicago (July 1, 2007 – June 30, 2012), Article 20 – *Discipline and Pre-Discipline Procedure*, Section (c).

- I. At the request of the employee under investigation, an employee who may be subject to discipline shall have the right to be represented in the interview by a representative of the Union. The employee shall be told that he/she has the right to Union representation before commencement of the interview. The interrogation shall be suspended until representation can be obtained, provided the suspension is not for an unreasonable time and the Employer does not have the interview unduly delayed.
- J. The Employer shall not compel an employee under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.
- K. The results of a polygraph examination shall not be used against an employee in any forum adverse to the employee's interests. The Employer will not require a polygraph examination if it is illegal to do so. If an employee is asked to take a polygraph examination, he/she will be advised in writing 24 hours prior to the administration of the examination. The results of any polygraph examination shall be known to the employee within one week.
- L. This section shall not apply to employee witnesses.
- M. The identity of an employee under investigation shall not be made available to the media during the course of an investigation until charges are filed by the Employer and the employee has the opportunity to respond thereto. If an employee is exonerated after the City initially informed the media of the charges against the employee, the City will make that fact available to the media where the employee requests it.
- N. In the event that disciplinary action is taken against an employee, any allegations of violations of this Section shall be heard in the same arbitration proceeding in which the disciplinary action is heard.
- O. Any evidence or information including employee statements that is obtained in violation of the rights enumerated in this Section, shall be suppressed and shall not be used by the Employer for any disciplinary action against the employee, or in the case of promotions or transfers.
- P. Should during the life of this Agreement the City Council enact an ordinance which transfers the investigative authority of the Inspector General to another City Department or agency, the provisions of this Section shall be deemed to be applicable to that Department or agency.