



OFFICE OF THE MAYOR
CITY OF CHICAGO

BRANDON JOHNSON
MAYOR

December 7, 2023

TO THE HONORABLE, THE CHAIRMAN AND
MEMBERS OF THE CITY COUNCIL COMMITTEE ON
WORKFORCE DEVELOPMENT

Ladies and Gentlemen:

Together with the Superintendent of Police, I transmit herewith an ordinance adopting agreed-upon changes to the Collective Bargaining Agreement between the Fraternal Order of Police and the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in blue ink, appearing to read "BJ", with a long horizontal line extending to the right.

Mayor

ORDINANCE

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

SECTION 1. The City Council hereby approves an amended agreement, substantially as set forth in the term sheet attached hereto between the City of Chicago and the Chicago John Dineen Lodge No. 7 (formerly known as the Fraternal Order of Police, Lodge No. 7). The Mayor is authorized to execute this amended agreement.

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

December 7, 2023

Term Sheet for the Collective Bargaining Agreement between the Chicago John Dineen Lodge No. 7 (formerly known as Fraternal Order of Police, Lodge #7 or FOP) and the City of Chicago

1. **Term:** July 1, 2017, through June 30, 2027—10 years (effective upon ratification by City Council)

2. **Base Salary Increases:** 31.5% - 35.5%

Effective 7/1/17	1.0%
Effective 1/1/18	2.25%
Effective 1/1/19	2.25%
Effective 1/1/20	2.5%
Effective 1/1/21	2.5%
Effective 1/1/22	2.5%
Effective 1/1/23	2.5%
*Effective 1/1/24	5% (up from 2.5%)
*Effective 1/1/25	5% (up from 2.0%)
**Effective 1/1/26	3.0% - 5.0%
**Effective 1/1/27	3.0% - 5.0%

*In 2021, Council previously approved a 2.5% and 2.0% wage increase for 2024 and 2025, respectively.

**In these years, the percentage increase varies depending upon the U.S. City Average CPI-U. If the CPI-U is 5% or more, then the percentage increase will be 5%. If it is between 3% and 5%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth of one percent. If it is 3% or less, the percentage increase will be 3%. The June CPI-U released in July of the preceding year will be used to determine the percentage increases in 2026 and 2027.

3. **Insurance:** Effective 1/1/24, increase insurance contributions by $\frac{3}{4}$ % of salary.

4. **Other Economic Terms:** Set forth in the attached tentative agreements and includes:

- **Signing Bonus:** One-time bonus of \$2,500, payable in 2024.
- **Stipend/Step Changes.** \$1,000/year stipends for officers with LEMART, CIT, and Bike Certification. Step changes for officers in

SWAT and Major Accidents (from D2 to D2A), and FTOs, Evidence Technicians (from D2 to D2A) and Detectives (from D2A to D2B)

- **Physical Fitness Premium:** Effective 1/24, will be increased to \$450.

5. **Other Terms:** Set forth in the attached tentative agreements and includes:

- **Homicide Teams Pilot Program:** Creation of homicide teams with additional resources to increase clearance rates.
- **Mass Transit Unit Bidding:** Increase flexibility in assigning officers to CTA by allowing CPD to assign 50% of the officers, and 50% to bid, to CTA (was 20% assigned and 80% bid).
- **Field Training Officers:** Enhanced the FTO program to attract more FTOs, including allowing FTOs to cash in compensatory time annually and exempting FTOs from details.
- **Paid Parental Leave:** Extended the City's Paid Parental Leave policy to FOP represented employees in the same manner as other sworn unions.
- **Cancellation of Regular Days Off:** Agreed to CPDs policy on cancelling days off that places parameters around cancelling days off without additional compensation.
- **Compensatory Time:** Officers can cash in up to 50 hours of compensatory time annually.
- **Probationary Officers:** Officers will remain as probationary until field training is complete. Also, a probationary officer after 6 months can have discipline reviewed if the PPO and an officer are involved in an incident together and the officer's suspension of 5-10 days is rescinded or reduced.
- **Body Worn Camera:** Reached agreement on use and review of body worn cameras.
- **Payment of Wages:** Moved the pay dates for employees to make it consistent for our represented work force, and made "Greenslips" more accessible.

- **Payment of Time:** Placed reasonable time frames on when monies from arbitration awards and settlements (6 weeks from when the amount is determined) and tuition reimbursement (120 days from submission to the Comptroller) will be paid. Also, officers who retire, resign, are separated, or die will receive all unused compensatory time.
- **Expedited Arbitration/People's Court:** Developed a process where smaller discipline cases (suspensions for 1-30 days) can be decided quickly.
- **Investigation Time Limits:** Extended the PBPA supervisors' time limits for disciplinary investigations conducted for FOP members.
- **Retirement Credentials:** Denial of retirement credentials reviewed in the same manner as for PBPA supervisor (arbitrary or capricious standard).

**BEFORE
DISPUTE RESOLUTION BOARD**

**Edwin H. Benn (Neutral Chair)
Cicely Porter-Adams (City Appointee)
John Catanzara, Jr. (Lodge Appointee)**

In the Matter of the Arbitration	)	
	)	
Between	)	
	)	
CITY OF CHICAGO,	)	
	)	
("CITY")	)	CASE NO. AAA 01-22-003-6534
	)	Arb. Ref. 22.372
-and-	)	(Interest Arbitration)
	)	
FRATERNAL ORDER OF POLICE,	)	
CHICAGO LODGE NO. 7,	)	
	)	
("LODGE")	)	

**CITY OF CHICAGO'S COMPREHENSIVE
OFFER TO RESOLVE TERMS OF COLLECTIVE
BARGAINING AGREEMENT**

1) Term

Section 28.1 — Term of Agreement

This Agreement shall be effective from July 1, 2012~~7~~ and shall remain in full force and effect until June 30, 2017~~27~~. 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, 2017~~27~~ and no later than March 1, 2017~~27~~. The notices referred to shall be considered to have 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.

2) Salary Schedule

Section 26.1 — Salary Schedule

- A. Effective July 1, 2012~~7~~, the basic salary of all Officers covered by this Agreement shall be increased as follows: effective July 1, 2012~~7~~, ~~two one~~ percent (21%); effective January 1, 2013~~8~~, ~~two and one quarter~~ percent (2.25%); effective January 1, 2014~~19~~, ~~two and one quarter~~ percent (2.25%); effective January 1, 2015~~20~~, ~~one two and one-half~~ percent (42.50%); effective January 1, 2016~~21~~, ~~one two and one-half~~ percent (42.50%); effective July 1, 2016~~22~~, ~~two and one-half~~ percent (2.50%); effective January 1, 2017~~23~~, ~~one two and one-half~~ percent (42.50%); effective January 2024, five percent (5.00%); effective January 1, 2025, ~~five~~

percent (5.00%); effective January 1, 2026, three to five percent (3.00% to 5.00%)*; effective January 1, 2027, three percent (3.00%) to five percent (5.00%)*.

* In 2026 and 2027, the percentage increase varies between 3.00% and 5.00% depending on the CPI-U. If CPI-U is 3.00% or less, then the percentage increase is 3.00%. If CPI-U is 5.00% or more, then the percentage increase is 5.00%. If the CPI-U is between 3.00% and 5.00%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth. The U.S. City Average June CPI-U release in July of the preceding year will be used to determine the percentage increase in 2026 and 2027.

The salary schedule for employees with more than thirty (30) years of service prior to January 1, 2006 is set forth in Appendix A, "Salary Schedule for Officers on Step 11 Prior to January 1, 2006."

- B. Officers covered by this Agreement who are assigned as Armorer, Canine Handler, ~~Evidence Technician~~, Explosives Detection Canine Handler, Extradition Officer, Fingerprint Examiner, ~~Field Training Officer~~, Marine Unit Officer, Mounted Patrol Unit Officer, Police Agent, or Police Technician or ~~Traffic Specialist~~ shall receive D-2 pay as base salary. Effective January 1, 2015, Officers covered by this Agreement who are assigned as Helicopter Pilots shall receive D-2 as base salary and shall not forfeit their grade and pay status if such status is higher than D-2 pay.
- C. ~~Officers covered by this Agreement who hold the position of Detective shall receive D-2A pay as base salary.~~ Effective January 1, 2024, Officers covered by this Agreement who are assigned as Evidence Technician, Field Training Officer, Major Accident Traffic Specialist or Special Weapons and Tactics Officers shall receive D-2A pay as base salary.
- D. Officers covered by this Agreement who hold the position of Detective shall receive D-2A pay as base salary through December 31, 2023. Effective January 1, 2024, they shall receive D-2B pay as base salary. The D-2B rate shall be midway between the D-2A and D-3 rates.
- E. Officers covered by this Agreement who are assigned as a Field Training Officer shall continue to be allowed to work up to an additional one-half (1/2) hour per day prior to or at the conclusion of his or her tour of duty which time is to be compensated in accord with Article 20-Overtime. Effective January 1, 2024, a Field Training Officer may exchange (cash in) accumulated compensatory time not to exceed one hundred (100) hours each year of this Agreement at the FTO'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.
- F. Officers covered by this Agreement who are assigned as Explosive Technician I, Firearms Identification Technician I, Legal Officer I, Police Forensic Investigator I, Security Specialist, or Supervising Substance Abuse Counselor shall receive D-3 pay as base salary.
- F. During the term of this Agreement, should there be enacted into law legislation pursuant to which Officers 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, the Lodge may reopen this Agreement solely on the issues of base salary and percentage increases ("Salary") and Duty Availability Pay for the purpose of

renegotiating the Salary and Duty Availability Pay increases which shall be paid to Officers. The Lodge 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 Salary and Duty Availability Pay increases set forth in this Agreement will not be changed or reduced without the written consent of the Lodge. The Employer and the Lodge shall have ninety (90) days to renegotiate the Salary and Duty Availability Pay increases set forth in this Agreement. In the event the parties are unable to resolve these issues 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).

- H. Effective January 1, 2024, Officers certified for LEMART, CIT, or Bike Officer shall receive an annual stipend of \$1,000. The CIT and Bike Certification stipends shall be paid on a quarterly basis (\$250/quarter). Payment of the stipend shall be made in the last pay period of the quarter following the quarter in which the stipend was earned.

3) Bidding for Mass Transit

Section 23.8 — Filling Recognized Vacancies

This Section shall apply only to the Public Transportation Section including the Public Transportation Canine Unit, Public Housing Sections North and South, the Special Activity Section, Traffic Section/Detail Unit, Traffic Enforcement Unit, Traffic Court/Records Unit, Traffic Safety & Training Unit, Major Accident Investigation Unit, Loop Traffic, District Law Enforcement, Airport Law Enforcement North and South, Mounted Unit, Marine Unit, Gun Registration Section, Records Inquiry Section, Field Inquiry Section, Evidence & Recovered Property Section, Police Document Services Section, Central Detention Section, Auto Pound Section (D-1 Officers), Electronics and Motor Maintenance Division (D-1 Officers), Office of Emergency Communications (excluding the Alternate Response Section), Area Criminal Investigations, Missing Persons Section, Juvenile Court Liaison Section, Youth Investigation Group Areas (excluding Youth Investigation Group Special Investigation Unit and Youth Investigation Group Administration), Auto Theft Section, Bomb and Arson Section (except bomb technicians), excluding the immediate staff of each exempt commanding officer not to exceed two (2) staff members.

A vacancy for purposes of this Section ("recognized vacancy") exists when an Officer is transferred, resigns, retires, dies, is discharged, when there are new units created, or when the Department increases the number of employees in a unit, except for details for not more than three (3) months and the Summer Lakefront Bike Detail. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. If and when the Employer determines to fill a recognized vacancy, this Section shall apply.

In order to avoid the inefficiency of chain-effect bidding, the vacancy created by the reassignment of a successful bidder shall be a recognized vacancy herein; however, subsequent vacancies created thereby shall be filled within the Department's discretion. Further, there is no recognized vacancy created as a result of emergencies, or when an Officer is removed for disciplinary reasons

for up to 30 days. When an Officer is removed for disciplinary reasons for more than 30 days, a recognized vacancy is created.

The Employer shall post a list of recognized vacancies, if any, stating the requirements needed to fill the opening, at least 14 days before the start of the 28-day police period. A copy of such postings shall be given to the Lodge. Non-probationary Officers within the same D-1 salary grade or D-2 job classification, within 72 hours of the time the list has been posted, may bid on a recognized vacancy in writing on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer; one copy shall be forwarded to the Lodge; and one copy shall be retained by the Officer. Bidding under this Section 23.8 may only be for a recognized vacancy in a specific unit without regard to shift, day off, unit duty assignments, etc. The Employer shall respond to the successful bidder and the Lodge no later than 3 days prior to the change day for the new 28-day police period. During the bidding and selection process, the Employer may temporarily fill a recognized vacancy by assigning an Officer to said vacancy until the recognized vacancy is filled.

An eligible bidder shall be an Officer who is able to perform in the recognized vacancy to the satisfaction of the Employer after orientation without further training. The Employer shall select the most senior qualified bidder when the qualifications of the Officers involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance, except that the parties recognize that the unique operational needs of the Employer require flexibility in the delivery of public service and to meet this need the Employer may fill 20% of the recognized vacancies within its discretion, provided that, if the Employer does not utilize any or all of its 20% exception in any personnel order, the remainder of the unused exception may be carried forward and used to fill future recognized vacancies within a twelve (12)-month period.

An exception to the above paragraph will apply to Airport Law Enforcement North and South, and the Traffic Section/ Detail Unit and the Mass Transit Unit, fifty percent (50%) of all recognized vacancies in each of these units shall be filled by bid.

Bidding procedures will be done in conformance with the Memorandum of Understanding in this Agreement. The successful bidder may not bid for another recognized vacancy for one (1) year unless reassigned by the Employer during that year. A successful bidder may not be reassigned except for (1) emergencies for the duration of the emergency, (2) for just cause or (3) where the Superintendent determines that the Officer's continued assignment would interfere with the Officer's effectiveness in that assignment. When there are no qualified bidders, the Employer may fill the recognized vacancy within its discretion.

Side Letter Re: Mass Transit Unit

President John Catanzara, Jr.
FOP Chicago John Dineen Lodge No. 7
1412 West Washington Blvd.
Chicago, IL 60607

Dear President Catanzara,

This letter will confirm our agreement, reached during negotiations for a successor to the collective bargaining agreement that expired on June 30, 2017, concerning implementation of the fifty percent (50%) bidding provision applicable to the Mass Transit Unit in Section 23.8. The parties agree that this provision applies only to recognized vacancies occurring after the ratification of this Agreement. Nothing in this modification of Section 23.8 shall be relied upon to involuntarily remove any Officer currently assigned to the Mass Transit Unit.

4) **Details**

Section 23.11 — Details

Officers assigned to units designated to provide personnel to the Summer Mobile Force, Expressway Detail, Auto Snow Tow Detail, and the Winter Holiday Season Traffic Detail will be permitted to bid for this detail on the basis of seniority. If and to the extent that there are insufficient qualified bidders from a designated unit to meet that unit's allocation, the Employer will select Officers who are deemed qualified by reverse seniority from the designated unit to fill that unit's allocation.

If the Employer decides to assign an Officer to a detail outside the area, district, or unit, to a sports event, parade, festival, or labor dispute; or to another event detail which constitutes a tour of duty, the Employer shall announce the detail at a roll call preceding the event, which roll call is for the same roll call on the same watch in the same unit from which Officers are to be assigned to the detail. If notification at roll call is not feasible or appropriate, the Employer shall determine the method of notification. The Employer shall select Officers to work the detail on the basis of seniority from among those qualified Officers on said watch who are not in bid jobs and who volunteer for the detail. If and to the extent that there are insufficient qualified volunteers, the Employer shall select Officers on the basis of reverse seniority. The Employer may assign probationary officers during their initial twelve (12) month period of probation without regard to seniority. For purposes of this paragraph, the Employer may retain a Field Training Officer(s) (FTO), for the period of time during which the FTO(s) is (are) training a probationary officer(s).

When the Employer decides to assign an Officer to a detail outside the Officer's unit of assignment for more than ten (10) days to a unit listed in Section 23.8 to provide relief for a temporary manpower shortage due to furlough, medical, or suspension, the Employer shall select Officers to work the detail on the basis of seniority from among those qualified Officers who volunteer for the detail. If and to the extent that there are insufficient volunteers, the Employer shall select Officers on the basis of reverse seniority, provided that the Employer may assign probationary officers during their initial twelve (12) month period of probation without regard to seniority.

When the Employer decides to assign an Officer to a detail outside the Officer's unit of assignment for more than thirty (30) days to a unit listed in Section 23.8 to provide relief for a temporary manpower shortage due to the actual strength being more than ten (10%) percent below authorized strength, the Employer shall select Officers to work the detail on the basis of seniority from among those qualified Officers who volunteer for the detail. If and to the extent that there are insufficient volunteers, the Employer shall select Officers on the basis of reverse seniority, provided that the Employer may assign probationary officers during their initial twelve (12) month period of probation without regard to seniority.

The Employer's right to assign Tactical Teams, Mission Teams, District Gang Tactical Teams, or other specialized units shall not be restricted in any way by this Section. In emergency situations, or situations where the Employer reasonably anticipates civil disorder will occur, or does occur, this Section shall not apply.

For purposes of bidding, the Employer may disregard seniority if and to the extent necessary to achieve the balance of experience and qualifications the Employer determines to be desirable in the detail and unit involved.

For purposes of selecting Officers on the basis of reverse seniority, the Employer may retain a junior Officer if and to the extent necessary to fulfill operational needs.

If the Employer assigns an Officer to a detail or denies an Officer(s) assignment to a detail in any manner contrary to the provisions of this Agreement, the affected Officer(s) will be entitled to compensation at the rate of time and one-half in quarter hour increments for the duration of the detail.

Any time the Employer designates a unit to provide personnel to fill any detail by reverse seniority, all Officers that have been detailed into that unit for more than ninety (90) days shall be included as though they were assigned to the unit providing the detail.

5) **Homicide Teams**

To be included in a Memorandum of Understanding:

In acknowledgment of their shared commitment to devise procedures and mechanisms to increase the homicide clearance rate, the parties agree to implement a pilot program in the Detective Division. Detectives will be selected to participate in the pilot program pursuant to the Notice of Job Opportunity ("NOJO") process. Homicide Detectives participating in the pilot program will be assembled into teams. The objective of the pilot program is to enable each team to focus on solving homicide cases by removing distractions, providing a work schedule geared to the operational needs of the team, and with additional resources. The following provisions shall be applicable to Detectives assigned to the Homicide Teams:

1. They shall work a Ten (10) Hour schedule;
2. They shall be treated as Fourth Watch for purposes of Section 20.7 of the Agreement;
3. A rotating "on call" system shall be established pursuant to which Detectives will be available to respond to homicides while off-duty;
4. Individual Detectives will be provided with take-home cars when on-call;
5. Detectives assigned to the Homicide Team(s) shall have priority for receiving specialized and advanced training focused on investigations and new techniques.

6. Detectives assigned to the Homicide Team(s) shall be entitled to two (2) hours of compensatory time for each RDO in on-call status. In the event such Detective is called out when in on-call status, the Detective shall be entitled to overtime compensation in lieu of the two (2) hours of compensatory time.

The pilot program shall remain in effect for one (1) year, from January 1, 2024 through December 31, 2024. Nothing shall prevent the parties from terminating or modifying the provisions of the pilot program by mutual agreement prior to expiration of the one-year period. At the conclusion of the one-year period the Department may, within its sole discretion, elect to terminate the pilot program. Upon request, the Department shall promptly meet with the Lodge to discuss the rationale for its decision. If the Department elects to continue the pilot program, it may do so. If the Lodge objects to the continuation of the pilot program, it may submit the dispute to expedited arbitration. The issue before the arbitrator shall be whether the Department was unreasonable in deciding to continue the pilot program.

6) **Probationary Police Officers**

Article 2 – Recognition

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for all sworn Police Officers below the rank of sergeant (herein referred to as "Officer") excluding probationary officers employed by the Employer in its Department of Police, provided said probationary period shall not extend beyond an eighteen (18) month period.

The normal probationary period shall consist of eighteen (18) months of actual presence during active duty. Consequently, time absent from duty or not served, for any reason, shall not apply toward satisfaction of the probationary period, except as provided in Appendix P. Notwithstanding any provision in this Article or in Appendix P to the contrary, under no circumstances shall an Officer who has not completed Field Training be deemed to have completed the probationary period, regardless of the reason(s) for not completing Field Training. During the probationary period, an officer is not entitled to any rights, privileges or benefits under this Agreement, except as provided in Appendix P.

Officers covered by the Agreement who have completed their probationary period as defined in Article 2 of the Agreement and thereafter commence disability or approved leaves of absence but subsequently return to active duty shall not be considered probationary and shall be entitled to all rights and benefits provided for in the Agreement, including, but not limited to, the right to invoke the provisions of Article 9 of the Agreement.

Appendix P

BENEFITS DURING PROBATIONARY PERIOD

In connection with the extension of the probationary period from a twelve (12) month period to an eighteen (18) month period, the following rights, privileges and benefits shall apply upon the completion of the first twelve (12) months of the probationary period:

Article 3 -	Lodge Security
Section 7.1 -	Administration of Summary Punishment
Article 8 -	Employee Security
Article 10 -	Non-Discrimination
Article 11 -	Holidays
Article 12 -	Promotions
Article 18 -	Disability Income
Article 19 -	Bereavement Leave
Article 20.1 -	Work Day and Work Week
Article 20.2 -	Compensation for Overtime
Article 20.3 -	Sixth and Seventh Day Work
Article 20.4 -	Call-Back
Article 20.5 -	Court Time
Article 20.8 -	Stand-By
Article 20.11 -	Accumulation of Compensatory Time
Article 20.12 -	Back to Back Shifts on Change Day
Article 21.3 -	Uniform Allowance
Article 22 -	Indemnification
Article 24 -	Educational Reimbursement
Article 25 -	Life and Health Insurance Provisions
Article 26 -	Wages
Article 27 -	Residency
Article 29 -	Baby Furlough Days
Article 29.A. -	Furloughs
Article 30 -	Personal Leaves of Absence
Appendix A -	Salary Schedule for Sworn Police Personnel
Appendix D -	Dental Plan
Appendix E -	Network Changes
Appendix F -	In-Network/Out-of-Network Care
Appendix G -	Health Care Contributions for Active Officers

Appendix H - Prescription Drug Costs
Appendix I - Chemical Dependency and Mental Health Co-Insurance &
Appendix K - Limits High Risk Pregnancy Screening Program Procedures
Appendix N - for Injury on Duty and Recurrence Claims Subrogation
Appendix O - Language for City of Chicago

LOU Regarding Retroactivity of Wage Increases to Retirees

LOU Regarding One-Half Hour Lunch Period

LOU Regarding Article 22 Indemnification

MOU Regarding Health Care Plan

LOU Regarding Health Care Plan/Election by Married Employees

Any dispute or difference between the parties concerning the interpretation and/ or application of any of the above provisions shall be subject to the Grievance Procedure of Article 9.

The parties further agree that an Officer who successfully completes his or her probationary period after having been placed on I.O.D. shall be entitled to the benefits under the contract on the same basis as police Officers who were in that Officer's class who did not have his or her probationary period extended.

Finally, the parties agree that in the event a probationary police officer ~~during~~ after completion of his or her ~~final~~ first six (6) months of the probation period and a non-probationary police Officer are involved together in a situation which gives rise to the non-probationary police Officer and the probationary police officer each receiving discipline of a ~~five~~ ten (~~5~~10) day suspension or less and the discipline for the non-probationary police Officer is subsequently rescinded or reduced, any discipline imposed on the probationary police officer may be reviewed in accordance with the collective bargaining agreement and the City will not assert timeliness provided the Officer has completed successfully his or her probationary period.

7) **Foot Pursuit Policy**

Section 8.xx --Discipline for Foot Pursuits

An Officer shall not be disciplined for engaging or not engaging in, or terminating, a foot pursuit so long as done in accordance with the foot pursuit policy as determined by the Department.

8) **Body Worn Cameras**

Memorandum of Understanding

The City of Chicago Police Department ("City" or "Department") and the Fraternal Order of Police, Lodge No. 7 ("Union" or "Lodge") enter into this Memorandum of Understanding with respect to certain issues relevant to Body Worn Cameras.

The Lodge and the City have reached the following agreements and understandings:

- a) BWCs shall not be intentionally activated to record conversations with other employees with or without their knowledge during routine, non-law enforcement activities “Law enforcement activities” are those as defined in the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706, including but not limited to surreptitious recordings of conversations with other members;
- b) BWCs shall not be used in places where, or at times when, a member has a reasonable expectation of privacy, such as locker rooms and restrooms, or other facilities in which private activities of Officers occur, and post-incident conversations with any Department members or supervisors;
- c) BWCs shall not be used to record a member’s privileged communications as recognized under law. Conversations between a Lodge representative, unit representative or other person authorized by the Lodge to discuss collective bargaining or representative matters with an Officer may not be recorded. Any recording of such privileged communication may not be the subject of a disciplinary investigation or discipline except where such use of the recording is permissible under 735 ILCS 5/8-803.5.
- d) Recordings captured by inadvertent camera activation that are prohibited by the foregoing shall be identified, protected and reviewed by the appropriate Departmental authority to determine proper action (including but not limited to deletion upon determination that the recording is not a public record and therefore not required to be maintained) No disciplinary action in response to any conduct captured on the recording may be taken unless it is in conformance with the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 *et seq*) and the collective bargaining agreement.
- e) The Department acknowledges that current technology does not permit BWCs to be remotely or automatically activated. In the event technology evolves to the point where BWC can be automatically activated (e.g., as is the case with in-car cameras, which are automatically activated when the emergency lights are activated), it shall not implement the technology without prior notice to and negotiating the impact with the Lodge. The Department acknowledges that it has no intention of implementing a system whereby the BWC can be activated remotely and without the Officer’s knowledge, unless such activation is necessary for purpose of Officer safety and to prevent imminent risk of death or bodily harm to an Officer.
- f) Within ninety (90) days of the date of execution of this MOU, the Department will implement a mechanism to ensure that the review by the Watch Operations Lieutenant of BWC recordings, as provided for in Section V.D.3 of Special Order S03-14, is effectuated on a random basis. Videos viewed by the Watch Operations

Lieutenant pursuant to this section shall be limited to videos generated in the seven (7) calendar days preceding the viewing.

1. The City will continue its practice of providing advance notice to Officers when videos will be uploaded on COPA's portal.

- g) It is agreed that there are circumstances where BWC footage can be helpful for training purposes (e.g., training recruits in the Academy, etc.). Where BWC footage is used for such purposes, the Department will notify the Officer(s) involved and will blur the face(s) and other identifiers of the Officer(s) appearing in the footage. This provision shall not apply in the case of re-enactments created for training purposes.
- h) In the event the Department seeks to use a BWC recording to discipline an Officer covered by the collective bargaining agreement, such use shall conform to the requirements of Section 20(a)(9) of the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706/10-20(a)(9) and the provisions of the collective bargaining agreement.
- i) Unless prohibited by law, Department members may review their BWC recording of an incident prior to writing any report related to the incident. The member will document this fact in the narrative portion of the report. This includes but is not limited to case reports, arrest reports, TRRs, and investigatory stop reports.
- j) An Officer required to wear BWC has the option to turn off the BWC during times in which the officer is not actively engaging the public (e.g., while on break, or attending court).
- k) The City will continue its practice of blurring the faces and other identifiers of undercover Officers on BWC footage before releasing them to the public.
- l) The City will continue the practice of allowing Officers to flag their own recordings for purposes related to their duties.
- m) In the event an Officer loses his or her BWC while in the performance of duties, any discipline for the loss of the BWC shall be subject to the same standards applicable to the loss of other equipment.

AGREED AND APPROVED:

City of Chicago

Fraternal Order of Police,
Lodge No. 7

By: _____

By: _____

Date: _____

Date: _____

9) **Tuition Reimbursement**

Add new subsection (J) to Article 24:

Effective January 1, 2023, the Employer will issue tuition reimbursement payments as a direct deposit within 120 days from submission to the Comptroller's Office.

10) **Payment of Wages**

Section 26.4 — Payment of Wages

Except for delays caused by payroll changes, data processing or other breakdowns, or other causes outside the Employer's control, the Employer shall continue its practice with regard to the payment of wages, which generally is: (1) payment of wages provided herein shall be due and payable to an Officer no later than the 1st7th and 16th22nd of each month, (2) holiday premium pay shall be due and payable to the Officer no later than the 22nd day of the month following the month in which the holiday premium was earned, (3) other premium pay shall be payable to the Officer no later than the last day of the period following the period in which the premium work was performed. The Employer shall not change said pay days except after notice to, and, if requested by the Lodge, negotiating with the Lodge. "Negotiating," for the purposes of this Section, shall mean as it is defined in Section 8(d) of the National Labor Relations Act.

Effective no later than July 1, 2015, printed check stubs given to Officers on each payday shall include the Officer's PC number and no personal identifiers and Officers shall have the option of receiving check stubs online. Effective January 1, 2023, the Employer agrees to allow access to "GreenSlips" from Officers' personal computers with internet access.

11) **Payment of Time**

Section 26.5 — Payment of Time

An Officer covered by this Agreement who resigns, retires, ~~or dies or is separated~~, shall be entitled to and shall receive all unused compensatory time accumulated by said Officer including furlough time, baby furlough days, personal days, and holidays. ~~An Officer who is separated for cause shall be entitled to receive only unused compensatory time accumulated as a result of earned overtime for hours worked in excess of 171 per 28-day period. Whenever an~~ Officer shall be entitled to a monetary payment from an arbitration award or settlement agreement, monetary payment shall be made within six (6) weeks of the time of the final determination of the amount owed by the Employer.

12) **"Peoples' Court"**

New Section 9.3(D):

An Officer may pursue a grievance to challenge a reprimand or a suspension of thirty (30) days or less in an expedited grievance procedure in which an arbitrator shall conduct an abbreviated hearing in which the Officer and a Lodge representative will be allowed to present

their argument as to why there was no just cause to support the discipline. A representative of the Employer shall be allowed to present a rebuttal argument in support of the discipline that has been issued. The record before the arbitrator shall be the same as in a Binding Summary Opinion matter pursuant to Section 9.6(A), except that the parties will not be allowed to file written arguments in support of their positions, and the arbitrator will be required to issue an oral decision on the same day as the presentation of the grievance. The arbitrator's decision shall be final and binding on the parties and there shall be no further review of the reprimand or suspension under this Agreement.

The expedited hearings shall be conducted at least six (6) times per calendar year. Cases presented under the Section shall be subject to mutual agreement of the Employer and the Lodge. The arbitrator shall be selected from a panel of five arbitrators of the discipline panel selected by the parties on an annual basis. The arbitrators selected on an annual basis for this expedited arbitration shall agree to adjudicate cases in accordance with the expedited terms of this section. In the event the parties are unable to agree upon a panel of arbitrators, for each vacancy on the panel they will contact the Federal Mediation and Conciliation Service (FMCS) and request a panel of seven (7) arbitrators. Upon receipt of the panel, either party may strike the first panel and request a second panel of seven (7) 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.

Subject to the approval of the Lodge, an Officer may exercise a right to pursue a grievance that has been previously filed pursuant to Section 9.6 to challenge a suspension under this expedited procedure and by doing so will be considered to have waived any right to pursue a grievance on this matter pursuant to Section 9.6 of this Agreement.

The proceedings before the arbitrator shall not be recorded by a court reporter, but the parties may tape record the arguments and the oral decision of the arbitrator.

13) **RDO Cancellations**

To be included in a side letter:

President John Catanzara, Jr.
FOP Chicago John Dineen Lodge No. 7
1412 West Washington Blvd.
Chicago, IL 60607

Dear President Catanzara,

This letter will confirm our agreement, reached during negotiations for a successor to the collective bargaining agreement that expired on June 30, 2017, concerning the cancellation of regular days off.

1. The notice requirement set forth in Paragraphs 2 and 3 of this Side Letter shall apply to Memorial Day, Father's Day, Juneteenth, July 4th, Labor Day, Thanksgiving,

New Year's Eve, the Festival of Lights, the Tree Lighting Ceremony, and any other known event.

2. No less than twenty-eight (28) days before the effective date of deployment, except where operational needs preclude doing so, for each of the four Holidays set forth in Paragraph 1, the Department will send an Anticipatory Notice apprising Officers of the then-anticipated deployment needs. It is understood that this Notice is anticipatory and subject to change. The Notice shall be communicated to the official email accounts of Officers. In addition, an AMC message will be sent and will be required to be read at roll call, if applicable. As part of the Notice, Officers will be offered the opportunity to volunteer to work on days during the scheduled deployment they are not scheduled to work (e.g., RDO or furlough). In the event of a need for additional manpower for the Department, the Department will first utilize the Officers who volunteered to work pursuant to the Anticipatory Notice.
3. No less than fourteen (14) days in advance of the scheduled deployment, the Department will send (via email and AMC message) an Effective Notice, containing the then-anticipated length of the deployment, whether RDOs will be cancelled, which units will be subject to the deployment, and whether 12-hour workdays will be implemented. It is understood that this Notice is subject to change in order to respond to operational needs that were not anticipated.
4. If the supply of such Officers who volunteered pursuant to Paragraphs 2-4 is not sufficient, the Department may cancel RDOs. If RDOs are cancelled, the Department will make a reasonable effort to maintain the normal (8.5 hours or 10 hours) schedule of RDO-cancelled Officers and assign them as needed, which could be 3rd watch, while in cancelled RDO status.
5. Officers represented by the FOP who have had both RDOs cancelled pursuant to one of the deployments referenced above will receive priority treatment of time due requests submitted pursuant to the negotiated time due MOU between the City and the FOP. This priority will extend through the twelve (12) months following the deployment.
6. Officers whose RDOs are being cancelled pursuant to the deployment will be given the opportunity to find another Officer on furlough to work in their stead.
7. The Department will continue the practice of giving good faith consideration to Officers who request to retain their RDO where good cause is shown. An Officer whose request is denied by his, her or their exempt Commanding Officer may appeal the denial to the appropriate Deputy Chief and Chief.
8. Officers on a 4/2 schedule will not be required to work more than ten (10) consecutive days. Officers on a 5/2 schedule will not be required to work more than twelve (12) consecutive days. Officers will have a minimum of nine (9) hours off between shifts.

9. a. Probationary Police Officers (“PPOs”) are not subject to the provisions of this Side Letter, except that the parties agree that PPOs shall have a minimum of nine (9) hours off between shifts.
- b. The provisions of this Side Letter do not apply to Officers assigned to the 4th and 5th watches, and to the specialized units, except that the provisions of Paragraph 1, the Notice requirement set forth in the first four sentences of Paragraph 2 (except that such requirement is subject to change in order to respond to Department operational needs that were not anticipated), and Paragraph 13 shall apply to such Officers.
10. If the Department decides to cancel RDOs on a Department-wide basis because crime has increased based on statistical analysis, the Department must give fourteen (14) days’ notice so as to permit a survey for volunteers and Officers to obtain substitutes.
11. The Notice provisions are subject to change to respond to Department operational needs that were not anticipated.
12. The provisions of this Side Letter do not apply if the Superintendent and the Mayor determine in writing that a serious emergency condition exists. Any such notice shall be sent to the Lodge.
13. No more than one RDO will be cancelled per work week except during the following operational periods, when two RDOs may be cancelled: Memorial Day, Father’s Day, 4th of July, Labor Day, Thanksgiving, and New Year’s Eve.
14. Officers will be guaranteed two consecutive days off each police period.

If the above accurately reflects our agreement, please so indicate by signing your name below.

14) **Parental Leave**

Per the attached policy, retroactive to January 1, 2023, in the same manner as agreed to with the three PBPA units.

15) **Upgrades and Stipends**

To be included in a Side Letter:

President John Catanzara, Jr.
FOP Chicago John Dineen Lodge No. 7
1412 West Washington Blvd.

Chicago, IL 60607

Dear President Catanzara,

This letter will confirm our agreement, reached during negotiations for a successor to the collective bargaining agreement that expired on June 30, 2017, concerning the upgrades of certain classifications provided for in Section 26.1(B) – (D) and stipends provided for in Section 26.1(H).

In consideration of the Employer's agreement to move Special Weapons and Tactics ("SWAT") Officers to D-2A, the Lodge agrees that in order to qualify, the SWAT Officer must be in a deployable status. For purposes of eligibility for this stipend, an Officer eligible for call out shall be considered to be in deployable status.

In consideration of the Employer's agreement to move Evidence Technicians to Grade D-2A, the Lodge agrees to waive, effective January 1, 2024, the provisions of the arbitration award issued January 29, 2017, by Arbitrator Daniel Nielsen in the matter of Grievance No. 129-15-002 (Evidence Technicians Out of Grade Pay), entitling Evidence Technicians to out of grade pay at the D-3 grade for processing homicides, police-involved shootings, and other crime scenes.

With respect to LEMART stipend, eligibility is conditioned upon the Officer carrying the IFAK (individual first aid kit). With respect to the CIT stipend, the parties agree that eligibility for the Stipend is limited to those Officers who voluntarily participate and remain in the CIT program. To be eligible for the Bike Officer stipend, the Officer must be available for events that necessitate the assignment of Bike Officers. All three stipends will be paid on a quarterly basis (\$250 per quarter). Payment of the stipend shall be made in the last pay period of the quarter following the quarter in which the stipend was earned. As a further condition of eligibility for any of the three stipends, the Officer must have been eligible for field assignments during at least half of the preceding quarter. In calculating eligibility pursuant to the preceding sentence, time in pay status due to furlough, baby furloughs, personal days, and approved injury on duty leave under Section 18.1 shall be included.

16) **Summary Punishment Order**

The parties agree to amend the Summary Punishment Order (Special Order S08-01-05) to incorporate the modifications set forth in the parties' Tentative Agreement of October 11, 2022.

17) **Section 9.6B and C/Appendix Q**

B. Suspensions from Eleven (11) to Thirty (30) Days

Officers who receive a recommendation for discipline from eleven (11) to thirty (30) days as a result of a sustained Complaint Register investigation (CR#) shall have one of three options, the selection of which shall preclude the Officer, or the Lodge acting on his or her behalf, from selecting any of the other options listed below, except that the Officer

is permitted to accept the recommendation at any time. Within ten (10) working days of receiving the recommendation for discipline the Officer shall elect one of the following options:

1. The filing of a grievance challenging the recommendation for discipline; or
2. Submission of a grievance to, and in accordance with the provisions of, the Summary Opinion process set forth in Paragraph A(1) above; or
3. Accept the recommendation

In the event an Officer does not make an election within ten (10) working days, the recommendation for suspension will be deemed accepted, absent a written agreement between the Lodge and the Department to extend the election period.

When an Officer elects to file a grievance, the Lodge will have ~~sixty (60)~~ ninety (90) days from receipt of the investigative file to inform the Department whether the Lodge will advance the grievance to arbitration, and if so, whether the grievance will be advanced to arbitration, unless the parties mutually agree otherwise.

In the event the Lodge decides not to advance the grievance to arbitration, the Officer will have ten (10) working days to elect review of the recommendation for suspension by the Police Board as set forth in the Police Board's Rules of Procedure, Article IV, Section B, paragraphs 3 through 9 (published November 1, 1975). In the event the Officer elects review of the recommendation for suspension by the Police Board, the Officer will not be required to serve the recommended suspension, nor will the suspension be entered on the Officer's disciplinary record, until the Police Board rules on the merits of the recommended suspension.

Arbitration of suspension grievances pursuant to this Paragraph B shall be conducted in accordance with the provisions of Appendix Q.

C. Suspensions from Thirty-One (31) to Three Hundred Sixty-Five (365) Days

Officers who receive a recommendation for discipline from thirty-one (31) to three hundred sixty-five (365) days as a result of a sustained CR# shall have one of three options, the selection of which shall preclude the Officer, or the Lodge acting on his or her behalf, from selecting any of the other options listed below, except that the Officer is permitted to accept the recommendation at any time. Within ten (10) working days of receiving the recommendation for discipline the Officer(s) shall elect one of the following options:

1. A review by the Police Board as set forth in the Police Board's Rules of Procedure, Article I, II and III (published November 1, 1975); or
2. The filing of a grievance challenging the recommendation for discipline; or
3. Accept the recommended discipline.

In the event an Officer does not make an election within ten (10) working days, the recommendation for suspension will be reviewed by the Police Board.

When an Officer files a grievance, the Lodge will have ~~sixty (60)~~ ninety (90) days from the receipt of the investigative file to inform the Department whether the Lodge will advance the grievance to arbitration. Arbitration of suspension grievances pursuant to this Paragraph C shall be conducted in accordance with the provisions of Appendix Q. The parties will cooperate in the scheduling of all arbitration hearings.

In the event the Lodge decides not to advance the grievance to arbitration, the Officer will have ten (10) working days to elect review of the recommendation for suspension by the Police Board as set forth in paragraphs 9.6.C.1 above. In the event the Officer elects review of the recommendation for suspension by the Police Board, the Officer will not be required to serve the recommended suspension, nor will the suspension be entered on the Officer's disciplinary record, until the Police Board rules on the merits of the recommended suspension.

In the event an Officer does not make an election within ten (10) working days, the recommendation for suspension will be deemed accepted, absent a written agreement between the Lodge and the Department to extend the election period.

APPENDIX Q

GROUND RULES FOR ARBITRATION OF SUSPENSION GRIEVANCES PURSUANT TO SECTION 9.6.B AND 9.6.C

The following procedures shall apply to arbitrations of grievances challenging suspensions of eleven (11) to three hundred sixty-five (365) days.

A. The Lodge and the Employer have agreed to a panel of five (5) Arbitrators who shall comprise the exclusive list of Arbitrators to preside over the suspension grievances. The five (5) Arbitrators for the calendar year 2021~~23~~ are: George Roumell, Jr., Dan Nielsen, ~~Jaelyn Zimmerman~~, Robert Perkovich, ~~Peter R. Meyers~~, Brian Clauss, Jeffrey Winton. After 2021~~23~~, the parties agree to consult with their counsel responsible for scheduling to obtain any updated list of five (5) arbitrators. Each December the Lodge and the City shall each be permitted to strike one (1) Arbitrator from the panel for any reason. In the event an Arbitrator is removed from the panel, the parties shall attempt to agree upon a replacement Arbitrator. If the parties are unable to agree upon a replacement, they shall request a list of seven (7) Arbitrators from the ~~American Arbitration Association~~ Federal Mediation and Conciliation Service ("FMCS"), each of whom must be a member of the National Academy of Arbitrators. Within ten (10) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer and the Lodge shall alternately strike names from the list. The remaining person shall be added to the panel. In the event the Lodge and the City each strike an Arbitrator from the panel as part of the December process, and if the parties are unable to agree upon replacement Arbitrators, the parties shall request two lists from ~~the American Arbitration Association~~ FMCS to be used to select the two replacement Arbitrators.

B. Within ten (10) days of the Lodge electing to forward the suspension grievance to arbitration, the parties shall meet and select an Arbitrator from the panel. The parties shall inform the Arbitrator of the Arbitrator's appointment and request a hearing date within ~~sixty (60)~~ ninety (90) days, unless the parties mutually agree otherwise. If the Arbitrator is unable to provide a hearing date within ~~sixty (60)~~ ninety (90) days from the date of being contacted, the parties shall select another Arbitrator from the panel who is able to provide a hearing date within ~~sixty (60)~~ ninety (90) days, unless the parties mutually agree otherwise. Upon appointment of the Arbitrator, but prior to the date on which a cancellation fee would be incurred, and unless they have already done so, the parties shall schedule a date to conduct a settlement conference to attempt to resolve the grievance. More than one suspension grievance

may be discussed at the settlement conference. If the parties are unable to resolve the suspension grievance, they shall proceed with the Arbitration Process outlined in this Memorandum of Understanding.

C. Provided the Lodge accepts a hearing date within ~~sixty (60)~~ ninety (90) days of appointment of the Arbitrator, unless the parties mutually agree otherwise, the Officer will not be required to serve the suspension, nor will the suspension be entered on the Officer's disciplinary record, until the Arbitrator rules on the merits of the grievance. In the event additional day(s) of hearing may be required to resolve the grievance, such additional day(s) shall be scheduled within thirty (30) days of the first day of hearing. If the Lodge is not ready to proceed on a scheduled hearing date, the Officer shall be required to serve the suspension prior to the Arbitrator ruling on the merits of the grievance.

D. The authority and expenses of the Arbitrator shall be governed by the provisions of Sections 9.7 and 9.8 of the Agreement.

E. The provisions of this Appendix Q supersede Appendix S of the predecessor collective bargaining agreement. However, nothing shall prohibit or require the parties agreeing upon an expedited or "fast track" arbitration procedure for a specific grievance or category of grievances.

18) **Section 8.10 – Investigation Time Limits**

With respect to grievances challenging the recommended discipline on Officers for non-criminal misconduct, the Employer and the Union 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 Officer 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 an Officer was prejudiced thereby.

Effective for disciplinary investigations concluding forty-five (45) days after the date of ratification of this collective bargaining agreement, in the event the Employer recommends a disciplinary penalty upon an Officer 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 the Union, the Arbitrator, who shall be the same Arbitrator selected to hear the merits of the disciplinary penalty, shall convene a hearing, preliminary to the hearing on the merits, to determine whether there was a reasonable basis for the investigation to take longer than eighteen (18) months. At this preliminary hearing the Employer shall bear the burden of demonstrating the existence of reasonable cause. "Reasonable cause" may include, but is not limited to, such factors as unavailability of the accused Officer or a critical witness, delays attributable to the Officer or his or her attorney, the unusual complexity of the matter under investigation, the need to investigate claims or new evidence arising in the course of

the investigation, the pendency of a criminal investigation involving the matter under investigation, the pendency of civil litigation involving the matter under investigation, etc. If the Arbitrator determines there was reasonable cause for the investigation to take longer than eighteen (18) months, the Arbitrator shall proceed to the hearing on the merits of the disciplinary penalty against the Officer.

Nothing in this sub-section C shall apply in any instance where the allegation against the Officer is of a criminal nature within the meaning of Section 6.1E.

19) **Retirement Credentials**

In accordance with the current policy, the Superintendent has the discretion to decide whether the Officer's personnel file should state that the Officer 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 the substantial disciplinary penalty, the possibility that the investigation may result in the decertification of an Officer as a peace officer and/or the extent to which the Officer has cooperated in the investigation both before and after his/her separation from employment.

In the event that the Lodge disagrees with the Superintendent's decision, the Lodge may submit the grievance to arbitration. The Arbitrator may set aside the Superintendent's decision only if the Arbitrator determines that the Superintendent's decision was arbitrary - or capricious *i.e.*, without a rational basis or justification - at the time of retirement.

20) **Retention Bonus**

Dear President Catanzara,

This letter confirms our understandings, as follows:

1. The parties agree that the Retention Bonus ordered by Arbitrator Benn in his Interim Award will not be implemented.
2. During the first quarter of 2024, all bargaining unit members shall receive a one-time non-pensionable bonus of \$2,500.
3. Effective January 1, 2024, Officers may exchange (cash in) accumulated compensatory time not to exceed fifty (50) hours each year of this Agreement at the Officer'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.

21) Effective in 2024, the amount of the physical fitness premium shall be increased to \$450.

FOR THE FRATERNAL ORDER OF POLICE
Lodge No. 7

FOR THE CITY OF CHICAGO

By: _____
John Catanzara

By: _____
James C. Franczek, Jr.

22) **Section 15.1A Safety Issues**

A. The Employer and the Lodge agree to cooperate to the fullest extent reasonably possible to provide the use of safe equipment and facilities, and to ensure that the safest possible working conditions are provided to the Officers, the Employer shall provide the following:

1. To protect Officers who may have been injured and who have suffered bodily injury, the Employer shall provide all Officers with LEMART training, emergency medical assistance training and the necessary medical supplies to enable them to tend to injured Officers or citizens.
2. During a pandemic or mass public health emergency, the Employer shall provide to all Officers the necessary training and necessary personal protective equipment.
3. Officers will be provided with appropriate training on the use of force rules that are consistent with the Department's General Orders.

23) Arbitrator Benn's Interim Award with respect to the issue of the Police Board and Arbitration will be submitted to the City Council.

24) **All Other Proposals Not Included Herein**

Are deemed withdrawn.

February 8, 2023

The Union agrees to the City's policy on Parental Leave, per the attached City of Chicago Paid Parental Leave Policy, retroactive to January 1, 2023.

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

By: James T. Chert
Its: PRESIDENT - PBPA UNIT 156A

City of Chicago

Quellin Porter Adams
Chief Labor Negotiator
Dann T. Rami
Chicago Police Department

Effective Date: January 1, 2023

POLICY STATEMENT

This policy defines when City of Chicago employees may take a specified period of paid leave following the birth, adoption, or foster of a child or children. This leave will be administered in conjunction with the Family and Medical Leave Act of 1993 ("FMLA").

ELIGIBILITY

To be eligible for paid Parental Leave, sworn Department members must be employed by the City for at least twelve months. The twelve months do not need to be consecutive as long as the twelve months have occurred in the last seven years and members must have worked at least 1,250 hours during the previous twelve-month period. Hours worked do not include paid time off, including medical time, vacation time, or any other paid leave where the member is not actively working.

POLICY OVERVIEW

Eligible members may receive the following paid Parental Leaves:

1. up to 12 weeks paid Parental Leave for the birth of the member's biological child or children, including the member's biological children born using gestational surrogacy; or
2. up to 12 weeks paid Parental Leave for the adoption or foster of a child or children by the member; or
3. up to 8 weeks paid leave for members acting as gestational surrogates. If postpartum complications arise that require additional leave beyond the routine recovery period, the member may receive up to a maximum of 12 weeks of paid leave.

Paid Parental Leave may only be taken once per birth, adoption, or foster placement event and must be used before a biological child turns one year old or prior to the one-year anniversary of initial placement in the case of adoption or foster care. Any unused paid Parental Leave will be forfeited at the end of such a rolling year period. Paid Parental Leave and leave governed by FMLA must run concurrently. Paid Parental Leave must be taken consecutively and cannot be used intermittently or on a reduced schedule basis. Additional information regarding FMLA leave can be found in Rule XI of the City of Chicago Personnel Rules and in the Department directive entitled Leaves of Absence and Resignations. Additional paid options may be used following the exhaustion of paid Parental Leave including the use of available accrued vacation time, compensatory time, or personal days in accordance with the Department policy.

If a member is eligible for FMLA in the next calendar year following a paid Parental Leave, and wishes to request additional leave for parental bonding, such leave will be processed pursuant to the Department's FMLA policy delineated in the Department directive Leaves of Absence and Resignations.

Any fraudulent attempts to obtain paid Parental Leave may result in discipline up to and including separation.

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PROCEDURES

A. Requesting Paid Parental Leave

1. To request paid Parental Leave, eligible members must submit a completed City of Chicago Department of Human Resources Request for Leave of Absence form (PER-73-A), a City of Chicago Application For Family and Medical Leave Or Personal Medical Leave form, and an automated Personnel Action Request (PAR) to the Human Resources Division at least thirty days prior to the date of the leave.

2. To the extent thirty days' notice is not possible, the member must submit these forms to the Human Resources Division as soon as possible. The Request for Leave of Absence Form will indicate the Paid Length of Leave Requested up to a maximum total of twelve weeks.

3. If an unforeseen medical condition requires a member to stop working prior to the originally anticipated start date of the leave, the member may be placed on the medical roll non-injury on duty status governed by the Department directive entitled Sworn Medical Roll - Non Injury on Duty Status.

NOTE: In cases of unforeseen medical conditions, paid Parental Leave will begin as of the member's confirmed date of delivery, and the member will be removed from the medical roll non-injury on duty status.

B. Additional Documentation

1. Biological parents requesting paid leave must also submit:

- a. a medical certification confirming the pregnancy and indicating the estimated date of delivery (to be confirmed by the member upon delivery of the child or children); or
- b. a birth certificate within sixty days of taking the leave.

2. Adoptive parents requesting paid leave must also submit:

- a. a certification from an adoption agency confirming that the member has been matched by the agency with a child or children and the initial date of placement in the member's home; or
- b. a birth certificate within sixty days of taking the leave confirming that the member is the adoptive parent.

3. Foster parents requesting paid leave must also submit a certification from a state or private foster agency confirming that the member has been matched by the agency with a child or children and the initial date of placement in the member's home.

4. Gestational surrogates requesting paid leave must also submit a medical certification confirming the pregnancy, the member's status as a gestational surrogate, and the estimated date of delivery (to be confirmed by the member upon delivery of the child or children).

C. During the Parental Leave

If a member needs to request an extension of his or her leave, the member must complete another City of Chicago Department of Human Resources Request for Leave of Absence form (PER-73-A) at least two business days prior to the expiration of the originally requested leave. To the extent two business days' notice is not possible, the member must submit the request as soon as possible. If applicable, the member will also provide a statement from his or her healthcare provider stating the reason for and the projected length of the extension.

PROCEDURES FOR RETURN FROM PARENTAL LEAVE

A. The first regularly scheduled workday after the expiration date of the requested leave is the scheduled return date for the member. The member must return to work on that date unless the member requested and has been granted an extension of leave.

B. Failure to report to work on the scheduled return date may be cause for discipline up to and including separation.

C. Should a member wish to return to work prior to the expiration of the leave, the member must notify the Human Resources Division within at least two business days prior to their intended early return date.

NOTE: The return date will be no later than the original date of the leave of absence.

D. For routine recovery from childbirth, the member does not need to provide a return-to-work certification unless they have restrictions or if complications arise that keep the member from returning to work at the expiration of their leave.

E. If complications prohibit the member from returning to at the expiration of their leave or prohibit the member from returning to work in full duty status, the member will follow the procedures outlined in Department directives entitled Sworn Medical Roll - Non Injury on Duty Status and Sworn Limited Duty Program.

F. Sworn members returning to duty following pregnancy will refer to the procedures outlined the Department directive entitled Pregnancy - Sworn Department Members.

Parental Leave Medical Roll

Members' use of Parental Leave will be applied against their available non-injury on duty status medical roll days, as defined by E03-01-02. Out of state and stationary status restrictions will not apply to members on Parental Leave. If a member has furlough scheduled while he/she is on Parental Leave, the furlough will be postponed until the member comes back from Parental Leave and will be given at the discretion of the Department.

The daily duty status for a Department member utilizing Parental Leave will be recorded on the unit's Automated Daily Attendance and Assignment Record and on the member's Time and Attendance Record with a distinct code (to be determined) that is not the same as Non Injury on Duty Medical (code 83). Medical Services Section will track Parental Leave as a category other than the currently used medical absence categories (sickness, injured, or injured on duty).

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