



Office of the City Clerk

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Legislation Details (With Text)

File #: O2021-3449
Type: Ordinance
Status: Passed
File created: 9/7/2021
In control: City Council
Final action: 9/14/2021
Title: Authorization for Mayoral execution of collective bargaining agreement [CBA] between City of Chicago and Fraternal Order of Police, Chicago Lodge Number 7
Sponsors: Lightfoot, Lori E., Dept./Agency
Indexes: Collective Bargaining
Attachments: 1. O2021-3449.pdf, 2. O2021-3449 (V1).pdf

Date	Ver.	Action By	Action	Result
9/16/2021	1	Office of the Mayor	Signed by Mayor	
9/14/2021	1	City Council	Passed	Pass
9/7/2021	1	Committee on Workforce Development	Recommended to Pass	
9/7/2021	1	Committee on Workforce Development	Direct Introduction	

ORDINANCE

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

SECTION 1. The City Council hereby approves an agreement, substantially as set forth in the term sheet attached hereto (TERM SHEET FOR FOP, dated July 16, 2021), between the City of Chicago and the Fraternal Order of Police, Chicago Lodge Number 7. The Mayor is authorized to execute that agreement.

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

TERM SHEET FOR FOP

- 1) **Term:**
- 2) **Base Salary Increases:**

July 1, 2017 January 1, 2018 January 1, 2019 January 1, 2020 January 1, 2021 January 1, 2022-January 1, 2023-January 1, 2024-January 1, 2025-

July 1, 2017 through June 30, 2025 - 8 years 20%

• 1% 2.25% 2.25% 2.5% 2.5% 2.5% 2.5% 2.5% 2% 20%

- a. July 1, 2017 \$950/qtr.
- b. Effective July 1, 2017 - DAA after 18 months

4) 5)

Uniform Allowance:

City agrees to pay an additional \$300,000 in the first quarter of 2023 and 2024. Health Fair TA to be amended accordingly. The health care increases scheduled on January 1, 2024 will not occur if it is determined by mutually agreed-to measurements that there has been adequate health care savings. Following the ratification of the contract, the parties will develop protocols for the implementation of the aforesaid commitments.

Health Care Contributions, effective January 1, 2022:

effective January 1, 2024:

Single
Employee +1 Family

Single
Employee +1 Family

2.0421% 2.7354% 3.2265%

2.7921% 3.4854% 3.9765%

7) .

8)

9)

10)

S alary Cap Increases: January 1, 2022 \$ 130,000

Prescription Drug Deductible (Family): January 1, 2022 \$100

July 1, 2022 Age 55 Benefit: 3.5% of annuity Age 60 Benefit: 1.5% of annuity

**Accountability Provisions: Changes to Articles 6 and 8 as attached;
modified Appendix L per the attached.**

For the City - Dated: > ' ^ .fc

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B. DISCIPLINE AND ACCOUNTABILITY PROPOSALS ARTICLES 6 and 8

1) Changes to Section 6.1 Section 6.1 - Conduct of Disciplinary

Investigation

~~All complaints against an Officer covered by this Agreement shall be processed in accordance with the procedures set forth in Appendix L.~~

Whenever an Officer 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 Officer^ other than in the initial stage of the investigation, shall be scheduled at a reasonable time, preferably while the Officer is on duty, or if feasible, during daylight hours.z
- B. The interrogation, depending upon the allegation, will normally take place at the Officer's unit of assignment, the Independent Police Review Authority ("IPRA"), the Internal Affairs Division ("IAD") Office of Inspector General ("OIG"), Civilian Office of Police Accountability ("COPA"), the Bureau of Internal Affairs ("BIA"), or other appropriate location.
- C. Prior to an interrogation, the Officer under investigation shall be informed of the identities of: the person in charge of the investigation, the designated primary interrogation officer, the designated secondary interrogation officer, if any, and all persons present during the interrogation and shall be advised whether the interrogation will be audio recorded. When a formal statement is being taken, questions directed to the Officer 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 is present for the entire interrogation, ~~first be asked by the designated primary interrogator. Unless both parti~~
- D. Unless the Superintendent of Police specifically authorizes in writing, no complaint or allegation of any misconduct concerning any incident or even 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.

~~No anonymous complaint made against an Officer shall be made the subject of a complaint register investigation unless the allegation is a violation of the Illinois Criminal Code, the criminal code of another state of the United States or a criminal violation of a federal statute~~

~~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.~~

- E. Immediately prior to the interrogation of an Officer under investigation, he or she shall be informed in writing of the nature of the complaint and the names of all complainants, subject to Appendix L.
- F. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
0. An Officer 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. The Department shall not retaliate in any

manner against any Officer covered by this Agreement who cooperates in a Department disciplinary investigation. The parties further agree that an Officer who comes forward and provides information concerning potential misconduct is acting in the highest tradition of the police service, and nothing in this Agreement shall be interpreted to prevent the Employer or the Department from providing appropriate acknowledgement of such contribution.

- H. An Officer under investigation will be provided with a copy of any and all statements he or she has made that are audio recorded or in writing within seventy-two (72) hours of the time the statement was made, except any statement that is recorded by transcription by a court reporter will be provided within seventy-two (72) hours of the OIG's, COPA's or BIA's receipt of the transcribed statement. In the event a re-interrogation of the Officer is required within the seventy-two- (72-) hour period following the initial interrogation, the Officer will be provided with a copy of any prior statements before the subsequent interrogation. In the event a re-interrogation of the Officer is required following the initial interrogation where the OIG, COPA or BIA recorded the initial statement by a court reporter, the Officer will be provided with a copy of the transcript of his/her initial statement before the subsequent interrogation.
1. If the allegation under investigation indicates a recommendation for separation is probable against the Officer, the Officer will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the Officer, the Officer will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.

For the City - Dated: 1 '3.4>.-3.£>3-l

For the FOP - Dated^ fH^U

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- J. An Officer under interrogation shall have the right to be represented by counsel of his or her own choice and to have that counsel present at all times during the interrogation, and/or at the request of the Officer under interrogation, he or she shall have the right to be represented by a representative of the Lodge, who shall be either an Officer on leave to work for the Lodge or a retired Officer working for the Lodge. The interrogation shall be suspended for a reasonable time until representation can be obtained. The OIG, COPA or BIA shall note on the record of the interrogation any time the Officer seeks or obtains information from his or her legal or Lodge representative, and' ensure that the Officer's counsel or Lodge representative does nothing to disrupt or interfere with the interrogation. No adverse inference shall be drawn from the fact that an Officer consults with his or her counsel during the interrogation.
- K. The provisions of this Agreement shall be deemed to authorize the Employer, IPRA and IAO-OIG, COPA and BIA to require Officers under interrogation to provide audio recorded statements, provided that the provisions in Section 6.1 are satisfied.
- L. If an Officer provides a statement during the investigation conducted promptly following a shooting incident and then is later interrogated by the Employer, IPRA or IAO-OIG, COPA or BIA as part of an investigation related to such incident, the Officer shall be provided with a copy of the portion of any official report that purportedly summarizes his or her prior statement before the interrogation.

- M. If, prior to taking an Officer's statement, the Employer, ~~IPRA or IAD~~ ~~OIG~~, COPA or BIA is in possession of video or audio evidence relevant to the matter under investigation, it may, in its discretion, elect to advise or not to advise the Officer of such fact and, further, may allow or not allow the Officer an opportunity to review the video or audio evidence prior to taking the Officer's statement. An Officer who is not allowed to review the video or audio evidence prior to giving a statement shall not be charged with a Rule 14 violation unless the Officer has been presented with the video or audio evidence and given the opportunity to clarify and amend the Officer's original statement. In any event, the Employer shall not charge an Officer with a Rule 14 violation unless it has determined that: (1) the Officer willfully made a false statement; and (2) the false statement was made about a fact that was material to the incident under investigation; provided, ~~OIG~~, COPA or BIA will consider all original statements, and any subsequent statements, including amended or modified statements, for purposes of determining whether an Officer willfully made a false statement about a fact material to the incident under investigation.
- N. When the Department relieves an Officer of police powers, except in instances involving confidential investigations, the Department shall be required to give that Officer written notification of the category of the allegations or events that have caused the Officer to be relieved of police powers. Said notification shall be given at the time that the Officer is relieved of police powers.
0. Prior to the imposition of discipline, the Officer will be informed of the rule violated and corresponding specifications of misconduct, including the date, time, location and manner in which the rule was violated.

Changes to Section 6.2

Section 6.2 - Witness Officer's Statements in Disciplinary Investigations

When an Officer 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 Officer the interview shall be conducted in the following manner:

- A. The interview of the Officer shall be scheduled at a reasonable time, preferably while the Officer 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 Officer's unit of assignment, ~~IPRA~~, ~~IAD~~~~OIG~~, COPA, BIA or other appropriate location.
- C. Prior to an interview, the Officer being interviewed shall be informed of the identities of: ~~the~~
- D. The Officer will be provided with a copy of any and all statements he or she has made that are audio recorded or in writing within seventy-two (72) hours of the time the statement was made, except that any statement that is recorded by transcription by a court reporter will be provided within seventy-two (72) hours of OIG's, COPA's or BIA's receipt of the transcribed statement. In the event a re-interview of an Officer is required within the seventy-two (72) hour period following the initial interview, the Officer will be provided with a copy of such statements before the subsequent interview. In the event a re-interview of the Officer is required following the initial interview where the OIG, COPA or BIA recorded the initial statement by a court reporter, the Officer will be provided with a

copy of the transcript of his/her initial statement before the subsequent interview.

E. An Officer being interviewed pursuant to this section shall, upon his or her request, have the right to be represented by counsel of his or her own choice and to have that

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counsel present at all times during the interview, or at the request of the Officer being interviewed, he or she shall have the right to be represented by a representative of the Lodge who shall be either an Officer on leave to work for the Lodge or a retired Officer working for the Lodge. For purposes of this paragraph E, "represented" shall mean that the Officer's counsel and/or representative shall only advise the Officer but shall not in any way interfere with the interview. The OIG, COPA or BIA shall note on the record of the interview any time the Officer seeks or obtains information from his or her counsel and/or representative, and ensure that the Officer's counsel or representative does nothing to disrupt or interfere with the interview. No adverse inference shall be drawn from the fact that an Officer consults with his or her counsel during the interrogation. The interview shall be postponed for a reasonable time, but in no case more than forty-eight (48) hours from the time the Officer is informed of the request for an interview and the general subject matter thereof and his or her counsel or representative can be present. Interviews in shooting cases may be postponed for no more than two hours; provided, however, that if a witness Officer advances a claim that he or she is physically or emotionally unable to provide a statement within the two-hour time period, then IFRACOPA, BIA or OIG will deal with such claims on an individual basis, making a reasonable inquiry into the reasons for the Officer's claim, and accepting at face value all good faith claims of an Officer's inability to provide a statement.

F. This Section 6.2 shall not apply to: questions from a supervisor in the course of performing his or 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 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 provision of this Agreement shall be deemed to authorize the Employer, IPRA and IADOIG. COPA and BIA to require Officers being interviewed to provide audio recorded statements, provided that the provision in Section 6.2 are satisfied.

I. If an Officer provides a statement during the investigation conducted promptly following a shooting incident and then is later interviewed by the Employer, IPRA or IADOIG, COPA or BIA as part of an investigation related to such incident, the Officer shall be provided with a copy of the portion of any official report that purportedly summarizes his or her prior statement before the interview.

For the City - Dated: 7 " 3-ig..-fre?3--./

J. If, prior to taking an Officer's statement, the Employer, IPRA or IADOIG. COPA or BIA is in possession of video or audio evidence relevant to the matter under investigation, it may, in its discretion, elect to advise or not to advise the Officer of such fact and, further, may allow or not allow the Officer an opportunity to review the video or audio evidence prior to taking the Officer's statement. An Officer who is not allowed to review the video or audio evidence prior to giving a statement shall not be charged

with a Rule 1'4 violation unless the Officer has been presented with the video or audio evidence and given the opportunity to clarify and amend the Officer's original statement. In any event, the Employer shall not

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charge an Officer with a Rule 14 violation unless it has determined that: (1) the Officer willfully made a false statement; and (2) the false statement was made about a fact that was material to the incident under investigation; provided, the OIG, COPA or BIA will consider all original statements, and any subsequent statements, including amended or modified statements, for purposes of determining whether the Officer willfully made a false statement about a fact material to the incident under investigation.

3. New Section 6.13

Section 6.13 - Accountability of Officers Covered by this Agreement

An Officer providing a statement is obligated to respond honestly and completely at all times. An Officer has the right to consult with legal counsel and/or his/her Lodge representative. Officers are obligated to report all misconduct.

4. Changes to Section 8.4

Section 8.4- Use and Destruction of File Material

Any disciplinary investigation files, disciplinary history card entries, IPRA and IADOIG's, COPA's and BIA's disciplinary records, and any other disciplinary record or summary of such record other than records related to Police Board cases, will be retained indefinitely by the Employer destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, except that not sustained files alleging criminal conduct or excessive force shall be retained for a period of seven (7) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, and thereafter, cannot be used against the Officer in any future proceedings in any other forum, except as specified below, 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 normally will be destroyed immediately 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, exonerated, or otherwise not sustained file, shall not be used against the Officer in any future proceedings. Information contained in files alleging excessive force, verbal abuse (as defined in Section 2-78-100 of the Municipal Code of Chicago) or criminal conduct which are not sustained, for a period of seven (7) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, may be used in future disciplinary proceedings to determine credibility and notice. (Non-sustained files shall not be used in determining promotions or in making

assignments).

A finding of "Sustained - Violation Noted, No Disciplinary Action" entered upon a member's disciplinary record or any record of Summary Punishment may be used for a period of time not

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to exceed one (1) year and shall thereafter be removed from the Officer's disciplinary record and not used to support or as evidence of adverse employment action. The Department's finding of "Sustained - Violation Noted, No Disciplinary Action" is not subject to the grievance procedure.

~~Reprimands and suspensions of one (1) to five (5) days will stay on the Officer's disciplinary history for a period of three (3) years from the last date of suspension or date of reprimand, or five (5) years from the date of the incident, whichever is earlier.~~

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

Changes to Side Letter at page 107

Modify by eliminating last sentence in first paragraph of side letter.

7. Changes to Section 8.5

Section 8.5 - Notification

In the event the Employer receives subpoena or other legal process requiring the inspection, tender or submission of personnel, disciplinary or investigative records and/or files (other than Grand Jury subpoena or other subpoena or process which would preclude disclosure), the Employer will promptly notify send a copy of such subpoena or process to the Officer whose records have been requested and to the Lodge. 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 the Lodge will not be barred from asserting and does not waive any right(s) an Officer may have to inspect or to otherwise challenge the use of files under applicable rules, statutes or this Agreement including Article 8.

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Confidential Draft/For Discussion Purposes Only : City Draft July
6, 2021

APPENDIX L/MODEFEED APPENDIX

L

~~AFFIDAVITS~~ CERTIFICATIONS IN DISCIPLINARY INVESTIGATIONS

1. No ~~affidavit~~ certification will be required in support of anonymous complaints of criminal conduct. gR-A COPA. OIG and tAP BIA shall continue the current and past practice with respect to classifying allegations as . either criminal or excessive force. Allegations of excessive force shall not be classified as criminal for purposes of avoiding the ~~affidavit~~ certification requirement.
2. Anonymous complaints of Medical Roll Abuse and/or Residency violations will not be made the subject of a Complaint Register (CR) investigation until verified, consistent with the current procedure. If the anonymous complaint has been verified, no ~~affidavit~~ certification will be required.
3. Where one Department member makes an allegation of misconduct against another Department member, neither Department member will be required to sign a certification because both Department members are subject to discipline for making a false report under the Rule 14 of the Department's Rules and Regulations, however where either Department member does not have personal knowledge of the alleged misconduct a certification, as defined in this Appendix, will be required.
4. A complaint which is supported by a» ~~affidavit~~ certification will not require additional ~~affidavits~~ certifications in support of additional allegations within the same complaint.
5. In all other cases, IPRA and IAD will make a good faith effort to obtain an appropriate) affidavit from the complainant within a reasonable time. An "appropriate affidavit" in the case of a citizen, complainant is one where the complainant affirms under oath that the allegation(s) and statement(s) made by the complainant are true. If the complainant is anonymous or does not wish to disclose his or her identity, the Complaint Log (CL) may be converted to a CR subject to the following requirements.
6. When an appropriate affidavit cannot be obtained from a citizen complainant is anonymous or does not wish to disclose his or her identity, the head of either IFRA COPA or IAB BIA may sign an appropriate ~~affidavit~~ certification according to the following procedure. An "appropriate affidavit certification" in the case of the head of either IPRA COPA or IAC BIA is an ~~affidavit~~ document wherein the agency head states he or she has reviewed objective verifiable evidence of the type listed below, the ~~affidavit~~ document will specify what evidence has been reviewed and in reliance upon that evidence, the agency head ~~affirms~~ certifies that it is necessary and appropriate for the investigation to continue.

For, the City - Dated: ~? " ^

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7. The types of evidence the agency head must review and may rely upon will be dependent on the type of case, but may include arrest and case reports, medical records, statements of witnesses and complainants, video or audio tapes, physical evidence and photographs, GPS records, computer data, lab reports, and time sensitive evidence. This list is illustrative only and is not to be considered exclusive or exhaustive.
8. In the case of an investigation of the type normally conducted by IPRA COPA or OIG, the head of IAB BIA will execute the affidavit certification described above, if the head of tAB BIA believes execution of the required affidavit certification is appropriate under the facts of the case based upon the evidence received at that time. In the case of an investigation of the type normally conducted by tAB BIA, the head of IPRA COPA will execute the affidavit certification described above if the head of fFR-A COPA believes the required affidavit certification is appropriate under the facts of the case based upon the evidence received at that time.
9. In cases where the complainant is anonymous or does not wish to disclose his or her identity, nNo Officer will be required to answer any allegation of misconduct unless it is supported by an appropriate affidavit certification, except as specified in paragraphs one through five four above. In the event that no affidavit certification is received within a reasonable time, the investigation will be terminated and no record of the complaint or investigation will appear on the Officer's Disciplinary History.
10. Upon the receipt of a complaint which requires a« affidavit certification, IPR-A-COPA, OIG or IAD BIA may conduct a preliminary investigation into those allegations but no Complaint Register (CR) number will be issued unless and until the required affidavit certification is obtained.
11. If an allegation is sustained against an Officer as a result of a certification where the complainant or complainants are anonymous or do not wish to disclose their identity, the Officer may grieve and challenge whether the certification was executed in good faith, namely whether the certification of the head of COPA or BIA was based upon a review of objective verifiable evidence and specifies what evidence has been reviewed and in reliance on that evidence the agency head affirms that continued investigation is necessary. Once the Officer is notified of the sustained allegations and recommended discipline, if anv. the Officer through the Lodge can request a review ofthe evidence that the investigative agency head considered when exercising the certification and can elect to have the arbitrator selected, in the event the member has challenged the sustained findings and recommended discipline, to first determine whether the certification of the head of COPA or BIA was based upon objective verifiable evidence of the type specified above. The arbitrator shall make the determination of the sufficiency of the certification before hearing the merits. The grievance challenge to the certification may not be a separate proceeding from the proceeding on the merits of the discipline, unless the parties mutually agree to a bifurcation of the proceeding. If the arbitrator determines that the certification was not issued in good faith or not based on objective verifiable evidence of the type specified above, then the allegations and charges are to be dismissed with the notation "no certification." The losing party shall be responsible for the arbitrator's fees and expenses.

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JAMES C. FRANCZEK, JR.

July 8, 2021

Via Electronic Mail

**John C. Catanzara, President Fraternal Order of Police,
Chicago Lodge #7 1412 West Washington Boulevard
Chicago, DL 60607-1821**

Re: Need to Be Truthful

Dear President Catanzara:

This letter confirms our agreement with respect to the issue of preventing intentional misstatements to the City's investigative agencies.

The City agrees that its investigative agencies will adopt a procedure whereby every individual, regardless of whether the individual is a Department member, who is being interviewed by the investigative agency will be informed that their statement(s) must be truthful. The Lodge and the City recognize that certain false statements may be prohibited by law.

Your acknowledgment and agreement in the space provided below is appreciated.

Very truly yours,

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James C. Franczek, Jr.

AGREED:

Labor Counsel, City of Chicago

Michael Frisch Esq. Donna Rowling f
David Johnson, tesq Joel D'Alba, Esq..r\

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300 SOUTH WACKER DRIVE, SUITE J400 | CHICAGO, IL 60606 T: 312.986.0300 | F- 312
986.9192 | FRANC2EK.COM <<http://FRANC2EK.COM>>

. JAMES C. FRANCZEK, JR.

| July 1, 2021

Via Electronic Mail¹

Joel A. D'Alba, Esq.
Asher, Gittler & D'Alba, Ltd.
200 West Jackson Boulevard - Suite 720
Chicago, IL 60606

Re: Investigatory Agencies

Dear Mr. D'Alba:

The purpose of this letter is to memorialize our discussions regarding the titles of the City's investigatory agencies.

Currently, the Collective Bargaining Agreement ("Agreement") in Sections 6.1, 6.2, 8.4 and Appendix L specify the Bureau of Internal Affairs ("BIA"), Civilian Office of Police Accountability ("COPA") and the Office of Inspector General ("OIG"). In carrying out their responsibilities in connection with disciplinary investigations of Officers represented by Lodge 7, those entities have been and will continue to be required to comply with the obligations and requirements set forth in the agreement.

In the event the City re-titles or re-formulates COPA, BIA or OIG, the Lodge will be given at least sixty (60) days' written calendar notice before any such change. Any such re-titled or reformulated entity shall be subject to the provisions of the Agreement applicable to the conduct of disciplinary investigations and shall have substantially the same scope of authority and shall perform substantially the same responsibilities as the predecessor entity.

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Your acknowledgment and agreement with the understandings set forth above is appreciated in the space provided below.

Very truly yours,

James C. Franczek, Jr. Labor Counsel for City of
Chicago

cc: Via Electronic Mail i Cicely Porter Adams, Esq Michael Frisch, Esq. Commander Donna
Rowling^ David A. Johnson, Esq. (

HEALTH FAIR PROPOSAL TO FOP As Modified May 21, 2021 This Memorandum between the Fraternal Order of Police, Chicago Lodge No. 7 ("Lodge") and the City of Chicago ("City") recognizes the importance of assuring the health and safety of the members of the Chicago Police Department pursuant to the agreement of the parties and the provisions of the Consent Decree in State of Illinois v. City of Chicago, Case No. 17-cv-6260 filed and approved on January 31, 2019.

The Lodge and the City agree that health screenings and educational programs can be an effective way to help in identifying the health status of bargaining unit members, to encourage the members to participate in meaningful disease management programs and in furthering the wellness of members. The Lodge believes that such a program will be most effective if it is operated and managed by the Lodge, and that its effectiveness will be borne out by decreases in medical expenditures, a result that will benefit the Lodge, its members and the City. To achieve that objective, the City agree that it will provide the Lodge with \$75,000 payable in the second quarter of 2021, and the sum of \$300,000 payable in the first quarter of 2022, subject to the following:

1. Health Screenings and Education sessions offered by the Lodge will be responsive to disease prevalence of Lodge members as reported in available medical claim data. The decision on which screenings and education sessions to pursue will reside with the Lodge.

2. The Lodge will select vendors for health screenings and education sessions that are appropriately licensed, insured and are known to provide competent and professional screenings and education sessions.
3. The selected vendors will provide individual feedback to members who participate in the screenings and/or educational session within a reasonable time frame appropriate to the service provided.

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- a. For screening tests/services, the vendor must provide an individual report explaining and providing the results of the screening to the member within an agreed time frame that the member can present to their personal physician. Neither the Lodge nor the City will receive any PHI related to the screenings.
 - b. For screening tests/services, the vendor must provide a report of deidentified data which includes information sufficient to allow the FOP to understand the value of the screenings offered, average member results, and an assessment of the health of the population that was screened. This report will be shared with the City.
 - c. For educational sessions, the participant must receive feedback appropriate to the content of the session. For example, if the session is about a specific disease, then the vendor should be able to demonstrate that members who participated in the education session(s) increased their knowledge about the particular disease.
 - d. For educational sessions, the vendor must provide a post-program report to indicate number of persons participating, population measures related to status post-sessions and assess the success of the program. This report will be shared with the City.
4. The City will cooperate with the Lodge on locating City facilities if requested.
 5. Any services provided in the screening/educational sessions cannot be billed to the medical plan of the member.
 6. An Officer participating in a screening, or educational session will complete a waiver which indicates that he or she is volunteering to participate in the session and will not hold the City liable for any injuries or illness that occurs as a result of his or her participation.
 7. The Lodge will provide the City with a copy of all invoices it receives for services or sessions provided pursuant to this Memorandum.
 8. The parties agree that the Lodge is solely responsible for selecting vendors pursuant to this

Memorandum and the City shall have no liability or obligation to the vendor(s).

9. The Lodge agrees to use its best efforts to ensure that at least thirty percent (30%) of "Tier One" members, as that term is used in the Illinois Pension Code, participate in the screening or educational sessions.

The City will share information with the Lodge, pursuant to their Confidentiality Agreement, sufficient to enable the parties to identify the baseline of medical costs in 2020 (and in succeeding years) for the Lodge's bargaining unit, on both an aggregate and per member

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basis. In the second quarter of 2022, and in the second quarter of each successive year for as long as this program is in effect, the parties shall receive the medical cost experience for the Lodge's bargaining unit in the preceding year. The parties will review the information to determine whether this program has resulted in a measurable reduction in the medical costs for the Lodge's bargaining unit. Beginning in 2023, the City shall be under no obligation pursuant to this Memorandum to provide any money to the Lodge to continue this program in the absence of a showing that there was a measurable reduction in medical costs or a measurable reduction in projected medical costs for the Lodge's bargaining unit during the preceding year.

Fraternal Order of Police,
Chicago Lodge No. 7

City of Chicago

Its: Negotiator

Dated: May 21, 2021

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FRANCZEK

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JAMES C FRANCZEK. JR.

July 2, 2021

Via Electronic Mail

Joel A. D'Alba, Esq.
Asher, Gittler & D'Alba, Ltd.
200 West Jackson Boulevard - Suite 720
Chicago, IL 60606

Re: Mental Health Ombudsman

Dear Mr. D'Alba:

The FOP and the City recognize and agree that a Lodge representative assigned exclusively as the Ombudsman to facilitate the Mental Health needs of the officers represented by the Lodge is necessary and in the best interest of the Lodge, the City, the Officers and the citizens of the City of Chicago.

Accordingly, the Lodge will designate a Mental Health Ombudsman. The Lodge and the City will continue to meet and discuss the scope of the Ombudsman's duties and responsibilities and related issues. The Department will grant a leave from performing full time duties for the Employer pursuant to the Leave from Duty provision of Section 17.2 of the collective bargaining agreement. The City waives its right to reimbursement under Section 17.2 with respect to the Mental Health Ombudsman. The Mental Health Ombudsman will be in addition to the Lodge Representatives currently permitted under Section 17.2.

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Joel A. D'Alba, Esq. July 2, 2021 Page
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Your acknowledgment and agreement with the understandings set forth above is appreciated in the space provided below.

Very truly yours,
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James C. Franczek, Jr.
Labor Counsel for City of Chicago

AGREED:

Joel d'Aflba

JCF:mp

cc: *Via Electronic Mail*
Cicely Porter Adams. Fsp Michael Frisch,
Esq. Commander Donna Rowling, ; David
A. Johnson, Esq. i

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OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

August 19, 2021

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

Ladies and Gentlemen:

At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of a collective bargaining agreement with the Fraternal Order of Police.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours.

To the President and Members of the City Council:

Your Committee on Workforce Development, to which was referred an ordinance, O2021 -3449 Authorization for Mayoral execution of collective bargaining agreement [CBA] between City of Chicago and Fraternal Order of Police, Chicago Lodge Number 7, begs leave to recommend that Your Honorable Body pass the ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present September 7, 2021.

Respectfully submitted.

Susan Sadlowski Garza Chairwoman

APPROVED APPROVED