

Date: May 23, 2022  
To: John Catanzara, President  
Fr: Daniel Gorman, 2VP  
Subj: History of RDO cancelation grievances

As you know, since the beginning of the FOP, there have been tens of thousands of grievances filed by the Lodge and members. As of date, we have 803 arbitration awards, and hundreds of additional "settlements" which are property of the Lodge and are not made public (for a variety of reasons). The arbitration awards that have been approved to be made public are posted on the Lodge website. If this is approved to be made public, I'd request that a link be put on the website.

Per your request, here is a packet of 21-pages for your review regarding the RDO cancelation grievances. Not only did we file grievances on this issue, but so did the supervisors' unions.

**Table of Contents:**

**Pg 1: To/From with Table of Contents**

**Pg 2, 3, 4: Grievance 129-21-007 and "Attachment to Grievance No 129-21-007"**

(This was the first class-action grievance that was filed on May 21, 2021, when RDOs were cancelled department wide for Memorial Day and going into June of 2021. We had requested expedited arbitration and the city agreed. Arbitration was scheduled for August 2021).

**Pg 5, 6, 7: Amended grievance 129-21-007 and "Attachment of Grievance No 129-21-007 (Amended)".**

(The amendment was a paragraph added to the end and the addition of "Article 20").

**Pg 8, 9, 10, 11, 12, 13: "Settlement" to 129-21-007**

(Even though the department's position was that they the right to cancel all RDOs under 20.9 of the CBA, the city expressed that they were interested in arriving at a settlement. We agreed to settlement discussions using Arbitrator Roumell being a 'mediator'. The discussions took 8 full hours, and the discussions were reduced to this "Settlement" under 129-21-007, which was signed by the City on Oct 4, 2021).

**Pg 14, 15, 16: Grievance 129-21-017 and "Attachment to Grievance No 129-21-017"**

(This was the second class-action grievance that was filed on November 16, 2021, when the department cancelled days off department wide ).

**Pg 17, 18: Grievance 129-21-019 and "Attachment to Grievance No 129-21-019"**

(This was the third class-action grievance that was filed on November 23, 2021, when the department rescinded their Nov cancelations, but then 42 minutes later, they issued cancelations "until further notice". Requested to be combined with 129-21-017).

**Pg 19, 20, 21: Attorney Letter regarding 10-consecutive days.**

Status: Testimony lasted 4 days (Feb 9, Feb 17<sup>th</sup>, March 18, April 19<sup>th</sup>) with a dozen individuals testifying. Written briefs are due to the arbitrator on June 10<sup>th</sup>. The arbitrator stated that he may want to have another meeting based on what he reads in the briefs.

  
-Daniel Gorman, 2VP, Lodge #7



**GRIEVANCE REPORT**  
**CHICAGO POLICE DEPARTMENT**  
 (FOP MEMBERS ONLY)



GRIEVANCE NO.

**129-21-007**

Grievant's Name (if more than one (1) grievant, list separately in narrative) <b>Daniel Gorman on behalf of all affected Lodge 7 members</b>		Star No. <b>20275</b>	Date of Contract Violation (Suspension) <b>On Going</b>
Grievant's Street Address <b>1412 W. Washington</b>		Zip Code <b>60607</b>	Date Step 1 Initiated <b>21 May 21</b>
Employee No. <b>23982</b>	Unit of Assignment/Detail <b>841</b>	E-Mail Address <b>dgorman@chicagofop.org</b>	Work Phone No. (Bell) <b>3127337776</b>
Home Phone No.	Cell Phone No.	Grievant's Signature	

Briefly state the circumstances giving rise to your grievance and the remedy that you seek.

-----  
 This grievance is being filed on behalf of all bargaining unit members affected by the City's cancellation of RDOs, especially around holidays. The City issued its most recent order on or about May 14, 2021, involving the Memorial Day Deployment Plan. The City and the Lodge are operating pursuant to the terms of an expired Collective Bargaining Agreement ("CBA") in effect for the period of July 04, 2012 through June 30, 2017. The Parties are in the process of bargaining a successor agreement. Additionally, see the attachment document titled, "Attachment to grievance No. 129-21-007."  
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*DE: ROYS:*  
 one RDO 21 MAY - 27 MAY, 2021  
 ALL RDOs 28 MAY - 31 MAY, 2021  
 one RDO 01 Jun - 06 Jun, 2021

Article 6, Article 20

Contract Section(s) Violated: \_\_\_\_\_ and related Articles

Immediate Supervisor's Response

**FOP Class-action grievance. Delivered to Labor Relations on 21 May 2021.**

Immediate Supervisor's Signature **D-N-A**

Date

Exempt Rank / Unit C.O.'s Response to Grievance

Response By - Exempt Rank, Signature, Star No.

Date of Response

MLAS Notification - Person Notified

Date of Notification

**CPD-11.642 (Rev. 2/11)** Grievant's signature on this form authorizes the Fraternal Order of Police to request and receive any discipline files pertaining to this matter that may be in the possession of the City of Chicago.

White Copy - Management and Labor Affairs Section; Green Copy - Management and Labor Affairs Section (To Be Forwarded to Lodge); Canary Copy - Unit Files; Pink Copy - Lodge's Unit Representative; Gold Copy - Grievant Officer

**ATTACHMENT TO GRIEVANCE NO. 129-21-007**

This Grievance is being filed on behalf of all bargaining unit members affected by the City's cancellation of RDOs, especially around holidays. The City issued its most recent order on or about May 14, 2021, involving the Memorial Day Deployment Plan. The City and the Lodge are operating pursuant to the terms of an expired Collective Bargaining Agreement ("CBA") in effect for the period of July 1, 2012 through June 30, 2017. The Parties are in the process of bargaining a successor agreement.

Section 20.7 of the CBA specifically states (emphasis added):

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

\*\*\*

This Section does not apply in the following situations:

- A. The Superintendent and the Mayor have determined in writing that a serious emergency condition exists

Section 20.9 of the CBA requires (emphasis added):

Days off assigned on "change day" shall remain unchanged for the duration of each 28-day police period except for:

- A. in-service training (including individualized training) with a maximum of seven (7) programs per year for a maximum of twenty-eight (28) days per year and with seven (7) days' notice to the Officer; or
- B. elective training (elective training are job-related programs the Department makes available to Officers and in which the Officer elects to participate); or
- C. mandatory proficiency training for employees receiving D-2 or D-2A pay or otherwise receiving specialist or premium pay because of the position or assignment held, with a maximum of twelve (12) programs per year, for a maximum of thirty (30) days per year and with seven (7) days' notice to the Officer; or
- D. pre-service training for promotions.

None of these exceptions presently apply.

\* Although the Lodge acknowledges the City's right to assign Police Officers on regular day-off status, under the specific circumstances as set forth in Section 20.9 of the CBA, this does not give the City the unfettered right to cancel all Police Officers' RDOs during a summer holiday as it has been doing around major holidays or for an "anticipated" emergency when one does not currently exist. 20.9 STATES: THE EMPLOYER'S RIGHT TO ASSIGN OFFICERS FOR DUTY

WHILE ON REG. DAY-OFF IS UNRESTRICTED AND UNCHALLENGED.

Clearly, the Department knows that Memorial Day falls on May 31, 2021 this year. Yet it chose to cancel one RDO for the period 21 May through 27 May; all RDOs for the period 28 May through 31 May; and one RDO for the period 1 June through 6 June, 2021. The Department made this schedule change with only seven (7) days' notice. The City regularly has made similar schedule changes for other holidays. The City is keenly aware that summer holidays fall at the same time each year (i.e., Memorial Day, Independence Day, Labor Day). Yet the City cancels RDOs for Police Officers at most a week or even a few days before the scheduled holiday, when most Police Officers already had made commitment for their RDOs, which the City approves every 28 days. Similarly, the City has cancelled and plans to cancel additional RDOs even though the City failed to comply with Section 20.7 requirements. An emergency, which may trigger the City's ability to make City-wide schedule changes, cannot be speculative or anticipatory—it must be imminent and preceded by a written determination by both the Superintendent and the Mayor.

\* By cancelling RDOs without a written determination by the Superintendent and the Mayor that a serious emergency condition exists and by cancelling RDOs inside the 28-day period, the City violated the CBA by depriving Police Officers of their collectively bargained days off. The Lodge is demanding expedited arbitration, pursuant to Section 9.3(B) of the CBA. The Lodge demands that the City immediately cease and desist from cancelling Police Officers' RDOs outside the 28-day period. Finally, if any Police Officer has been disciplined in any way or has suffered any economic hardship as a result of this mandate, the Lodge demands that any affected Officers be made whole.

Contract Sections Violated: Article 8; Article 20; and all other related Articles.



# GRIEVANCE REPORT

CHICAGO POLICE DEPARTMENT  
(FOP MEMBERS ONLY)



GRIEVANCE NO.  
**129-21-007 (Amended)**

Grievant's Name (If more than one (1) grievant, list separately in narrative) <b>Daniel Gorman on behalf of all affected Lodge 7 members</b>		Star No. <b>20275</b>	Date of Contract Violation (Suspension) <b>On Going</b>
Grievant's Street Address <b>1412 W. Washington</b>		Zip Code <b>60607</b>	Date Step 1 Initiated <b>21 May 21</b>
Employee No. <b>23982</b>	Unit of Assignment/Detail <b>541</b>	E-Mail Address <b>dgorman@chicagofop.org</b>	Work Phone No. (Bell) <b>3127337776</b>
Home Phone No.	Cell Phone No.	Grievant's Signature 	

Briefly state the circumstances giving rise to your grievance and the remedy that you seek.

This grievance is being filed on behalf of all bargaining unit members affected by the City's cancellation of RDOs, especially around holidays. The City issued its most recent order on or about May 14, 2021, involving the Memorial Day Deployment Plan. The City and the Lodge are operating pursuant to the terms of an expired Collective Bargaining Agreement ("CBA") in effect for the period of July 01, 2012 through June 30, 2017. The Parties are in the process of bargaining a successor agreement. Additionally, see the attachment document titled, "Attachment to grievance No. 129-21-007 (Amended)".

← AMENDED ADDITION

Contract Article 4, Article 8, Article 20 and related Articles

Immediate Supervisor's Response  
**FOP Class-action grievance. Delivered to Labor Relations on 21 May 2021.  
(Amended on July 9, 2021)**

Immediate Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Exempt Rank / Unit C.O.'s Response to Grievance  
**D-N-A**

Response By - Exempt Rank, Signature, Star No.	Date of Response
MLAS Notification - Person Notified	Date of Notification

**ATTACHMENT TO GRIEVANCE NO. 129-21-007 (Amended)**

This Grievance is being filed on behalf of all bargaining unit members affected by the City's cancellation of RDOs, especially around holidays. The City issued its most recent order on or about May 14, 2021, involving the Memorial Day Deployment Plan. The City and the Lodge are operating pursuant to the terms of an expired Collective Bargaining Agreement ("CBA") in effect for the period of June 1, 2012 through May 31, 2017. The Parties are in the process of bargaining a successor agreement.

Section 20.7 of the CBA specifically states (emphasis added):

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

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- A. in-service training (including individualized training) with a maximum of seven (7) programs per year for a maximum of twenty-eight (28) days per year and with seven (7) days' notice to the Officer; or
- B. elective training (elective training are job-related programs the Department makes available to Officers and in which the Officer elects to participate); or
- C. mandatory proficiency training for employees receiving D-2 or D-2A pay or otherwise receiving specialist or premium pay because of the position or assignment held, with a maximum of twelve (12) programs per year, for a maximum of thirty (30) days per year and with seven (7) days' notice to the Officer; or
- D. pre-service training for promotions.

None of these exceptions presently apply.

Although the Lodge acknowledges the City's right to assign Police Officers on regular day-off status, under the specific circumstances as set forth in Section 20.9 of the CBA, this does not give the City the unfettered right to cancel all Police Officers' RDOs during a summer holiday as it has been doing around major holidays or for an "anticipated" emergency when one does not currently exist.

Clearly, the Department knows that Memorial Day falls on May 31, 2021 this year. Yet it chose to cancel one RDO for the period 21 May through 27 May; all RDOs for the period 28 May through 31 May; and one RDO for the period 1 June through 6 June, 2021. The Department made this schedule change with only seven (7) days' notice. The City regularly has made similar schedule changes for other holidays. The City is keenly aware that summer holidays fall at the same time each year (i.e., Memorial Day, Independence Day, Labor Day). Yet the City cancels RDOs for Police Officers at most a week or even a few days before the scheduled holiday, when most Police Officers already had made commitment for their RDOs, which the City approves every 28 days. Similarly, the City has cancelled and plans to cancel additional RDOs even though the City failed to comply with Section 20.7 requirements. An emergency, which may trigger the City's ability to make City-wide schedule changes, cannot be speculative or anticipatory—it must be imminent and preceded by a written determination by both the Superintendent and the Mayor.

By cancelling RDOs without a written determination by the Superintendent and the Mayor that a serious emergency condition exists and by cancelling RDOs inside the 28-day period, the City violated the CBA by depriving Police Officers of their collectively bargained days off. The Lodge is demanding expedited arbitration, pursuant to Section 9.3(B) of the CBA. The Lodge demands that the City immediately cease and desist from cancelling Police Officers' RDOs outside the 28-day period. Finally, if any Police Officer has been disciplined in any way or has suffered any economic hardship as a result of this mandate, the Lodge demands that any affected Officers be made whole.

ADDITION  
DG Further, by engaging in the conduct described supra, the City has arbitrarily and capriciously mandated overtime work (in the form of cancellation of RDOs in combination with 12-hour workdays) from Chicago Police Officers department-wide without reasonable notice, thereby imposing substantial health and safety risks to Officers, in violation of Article 4.

Contract Sections Violated: Article 4; Article 8; Article 20; and all other related Articles.

ADDITION  
DG

BEFORE ARBITRATOR  
GEORGE T. ROUMELL, JR.

In the Matter of the Arbitration Between:

FRATERNAL ORDER OF POLICE,  
CHICAGO LODGE NO. 7,

Union,

-and-

CITY OF CHICAGO, DEPARTMENT  
OF POLICE,

Employer.

Daniel Gorman, on behalf of all  
affected Lodge 7 members  
(RDO Cancellations)

Grievance No. 129-21-007

Consolidated with:

POLICEMEN'S BENEVOLENT &  
PROTECTIVE ASSOCIATION,  
UNITS 156-A (Sergeants),  
156-B (Lieutenants), and  
156-C (Captains),

Unions,

-and-

CITY OF CHICAGO, DEPARTMENT  
OF POLICE,

Employer.

Grievance Nos. SGTS 543-21-033  
LTS 546-21-011  
CPTS 548-21-002

Grievants: All Affected Members

SETTLEMENT AGREEMENT

Whereas, the Fraternal Order of Police, Chicago Lodge No. 7 ("FOP"), filed the above-captioned grievance on May 21, 2021 (amended July 9, 2021), complaining that the Chicago Police Department ("Department") was violating the collective bargaining agreement ("Agreement") by issuing Deployment Orders in anticipation of certain holidays, which Orders cancelled officers' regular days off ("RDOs") and implemented 12-hour workdays; and



Whereas, the Policemen's Benevolent & Protective Association, Unit 156-A ("Sergeants") filed Grievance No. 545-21-033 on or about May 29, 2021 (amended on or about June 24, 2021 and again on or about July 8, 2021), complaining that the Order for the 2021 Memorial Day Deployment, issued on or about May 14, 2021, violated its collective bargaining agreement ("Agreement"); by cancelling RDOs and implementing 12-hour workdays; and

Whereas, the Policemen's Benevolent & Protective Association, Unit 156-B ("Lieutenants") filed Grievance No. 546-21-011 on or about May 29, 2021 (amended on or about August 20, 2021), similarly complaining that the 2021 Memorial Day Deployment Order violated its collective bargaining agreement ("Agreement") by cancelling RDOs and implementing 12-hour workdays; and

Whereas, Policemen's Benevolent & Protective Association, Unit 156-C ("Captains") filed Grievance No. 548-21-002 on or about May 29, 2021 (amended on or about July 9, 2021), similarly complaining that the 2021 Memorial Day Deployment Order violated its collective bargaining agreement ("Agreement") by cancelling RDOs and implementing 12-hour workdays; and

Whereas, on or about June 21, 2021, the Sergeants, Lieutenants, and Captains filed Case No. L-CA-21-051 ("ULP") with the Illinois Labor Relations Board, alleging that the Department violated its statutory bargaining obligation in issuing the complained-of Deployment Orders; and

Whereas, the Department denies that any of the Deployment Orders issued in 2021 violated the Agreement(s) of the FOP, Sergeants, Lieutenants, or Captains (collectively, "Unions") or that it violated any of the Agreements when it cancelled RDOs and implemented 12-hour workdays; and

Whereas, the Parties agreed to consolidate the various grievances, selected Arbitrator George T. Roumell, Jr. ("Arbitrator"), and scheduled a hearing to be conducted on August 26 and 27, 2021; and

Whereas, on August 26, 2021, the Parties met and in mediation assisted and overseen by the Arbitrator, reached certain agreements which the Parties now desire to incorporate in a formal document ("Settlement Agreement"),

Now, therefore, the Unions and the Department agree as follows:

- 1) The provisions of this Settlement Agreement shall apply to the following Holiday Deployments in 2022: Memorial Day, Juneteenth/Father's Day, Independence Day, and Labor Day. It will not apply to officers (for purposes of this Settlement Agreement, the term "officers" is inclusive of all employees of the Department represented by the Unions) on 4<sup>th</sup> or 5<sup>th</sup> watch status or in specialized units.
- 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 above, 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 Deployment, 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 Paragraph 2 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 3<sup>rd</sup> watch, while in cancelled RDO status. The Department will use reasonable efforts to provide that an RDO-cancelled officer who works 3<sup>rd</sup> watch on his or her second RDO has a minimum of nine (9) hours between the next tour of duty.

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 first full police period 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 or her exempt commanding officer may appeal the denial to the appropriate Deputy Chief, whose decision shall be final.

8) The Parties agree that the provisions of Paragraphs (1) through (7) above constitute a Pilot Program, to be effective through Labor Day of 2022. If, during the term of this Pilot Program, any Union believes that the provisions of this Settlement Agreement have been violated, it may file a grievance which may be processed in an expedited manner, to be heard by the Arbitrator, who shall retain jurisdiction for this purpose throughout the term of the Pilot Program.

9) The Effective Notice referenced herein shall not require officers to work more than ten (10) consecutive days, unless in good faith, at the time of the Effective Notice, the Department reasonably concludes that it requires officers to work longer than ten (10) consecutive days.

10) Except as expressly provided to the contrary herein, the above-captioned grievances are deemed resolved pursuant to this Settlement Agreement and are withdrawn with prejudice, except only as may be necessary to enforce the specific provisions of this Settlement Agreement. Further, the Sergeants, Lieutenants and Captains agree to withdraw the ULP referenced above.

11) The Arbitrator's cancellation fee will be split between the Parties (on a one-third/one-third/one-third basis).

12) This Settlement Agreement contains the entire agreement between the Unions and the Department.

Wherefore, the Unions and the Department, by their duly authorized representatives, have executed this Settlement Agreement on the date(s) specified below.

FRATERNAL ORDER OF POLICE,  
CHICAGO LODGE 7

By: 

CITY OF CHICAGO, DEPARTMENT OF  
POLICE

By: 

Date: 9-23-21

Date: 10-4-21 (KPS)

POLICEMEN'S BENEVOLENT &  
PROTECTIVE ASSOCIATION, UNIT 156-A

By: James T. Calk

Date: 21 SEP 2021

POLICEMEN'S BENEVOLENT &  
PROTECTIVE ASSOCIATION, UNIT 156-B

By: [Signature]

Date: 9/21/21

POLICEMEN'S BENEVOLENT &  
PROTECTIVE ASSOCIATION, UNIT 156-C

By: [Signature]

Date: 22 Sep 21



**GRIEVANCE REPORT**  
**CHICAGO POLICE DEPARTMENT**  
 (FOP MEMBERS ONLY)



GRIEVANCE NO.

**129-21-017**

Grievant's Name (If more than one (1) grievant, list separately in narrative) <b>Daniel Gorman on behalf of all affected Lodge 7 members</b>			Star No. <b>20275</b>	Date of Contract Violation <b>16 Nov 21</b>
Grievant's Street Address <b>1412 W. Washington</b>			Zip Code <b>60607</b>	Date Step 1 Initiated <b>16 Nov 21</b>
Employee No. <b>23982</b>	Unit of Assignment/Detail <b>544</b>	E-Mail Address <b>dgorman@chicagofop.org</b>	Work Phone No. (Bell)	Work Phone No. (Fax) <b>3127331776</b>
Home Phone No.	Cell Phone No.	Grievant's Signature <i>[Signature]</i>		

Briefly state the circumstances giving rise to your grievance and the remedy that you seek.

In May of 2021, the Lodge filed a grievance (129-21-007) disputing the cancellation of members' regularly scheduled days off (RDOs) among other violations of the CBA (copy of grievance 129-21-007 attached).

On August 26, 2021, the parties met and with the assistance of Arbitrator George T. Roumell, Jr., the parties reached a settlement agreement (copy of "Settlement Agreement" is attached).

On or about November 8, 2021, the city issued a Department Order via AMC message, cancelling the first of members' RDOs on November 12, 13, 14 of 2021 (see attached document titled "Attachment to 129-21-017").

*FIRST RDO NOV 12, 13, 14 2021*

Contract Section(s) Violated: **Article 2, Article 3, Article 20** and related Articles

Immediate Supervisor's Response

**FOP Class-action grievance. Delivered to Labor Relations on 16 Nov 2021.**

**D-N-A**

Immediate Supervisor's Signature

Date

Exempt Rank / Unit C.O.'s Response to Grievance

Response By - Exempt Rank, Signature, Star No.

Date of Response

MLAS Notification - Person Notified

Date of Notification

**ATTACHMENT TO CLASS ACTION GRIEVANCE NO. 129-21-017**

The City and the Lodge are operating pursuant to the terms of an expired Collective Bargaining Agreement ("CBA") in effect for the period of June 1, 2012 through May 31, 2017. The Parties are in the process of bargaining a successor agreement.

Section 20.7 of the CBA specifically states (emphasis added):

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

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This Section does not apply in the following situations:

- A. The Superintendent and the Mayor have determined in writing that a serious emergency condition exists

Section 20.9 of the CBA requires (emphasis added):

Days off assigned on "change day" shall remain unchanged for the duration of each 28-day police period except for:

- A. in-service training (including individualized training) with a maximum of seven (7) programs per year for a maximum of twenty-eight (28) days per year and with seven (7) days' notice to the Officer; or
- B. elective training (elective training are job-related programs the Department makes available to Officers and in which the Officer elects to participate); or
- C. mandatory proficiency training for employees receiving D-2 or D-2A pay or otherwise receiving specialist or premium pay because of the position or assignment held, with a maximum of twelve (12) programs per year, for a maximum of thirty (30) days per year and with seven (7) days' notice to the Officer; or
- D. pre-service training for promotions.

None of these exceptions presently apply.

Although the Lodge acknowledges the City's right to assign Police Officers on regular day-off

status, under the specific circumstances as set forth in Section 20.9 of the CBA, this does not give the City the unfettered right to cancel all Police Officers' RDOs without any justifications other than an "anticipated" emergency or an increase in crime on any given weekend.

By cancelling RDOs without a written determination by the Superintendent and the Mayor that a serious emergency condition exists and by cancelling RDOs inside the 28-day period, the City violated the CBA by depriving Police Officers of their collectively bargained days off. The Lodge is demanding expedited arbitration, pursuant to Section 9.3(B) of the CBA and for Arbitrator Rounell to hear this dispute. The Lodge demands that the City immediately cease and desist from cancelling Police Officers' RDOs outside the 28-day period, especially around the weekends.

Additionally, the City's most recent actions are in violation, at a minimum, of the spirit of the Settlement Agreement reached between the Parties in Grievance No. 129-21-007, thereby not only violating the contract, but also implicating serious safety concerns and the disruption caused to Officers by short-notice cancellations of RDOs. What the Department continues to do to Police Officers by regularly canceling RDOs is wrong, dangerous, contrary to the Consent Decree, and, a violation of the intent, spirit and past practice of the Parties' contract.

Finally, if any Police Officer has been disciplined in any way or has suffered any economic hardship as a result of this mandate, the Lodge demands that any affected Officers be made whole.

Contract Sections Violated: Article 4; Article 8; Article 20; and all other related Articles, as well as the Settlement Agreement in Grievance No. 129-21-007.





# GRIEVANCE REPORT

CHICAGO POLICE DEPARTMENT  
(FOP MEMBERS ONLY)



GRIEVANCE NO.

129-21-019

Grievant's Name (If more than one (1) grievant, list separately in narrative) <b>Daniel Gorman on behalf of all affected Lodge 7 members</b>		Star No. <b>20275</b>	Date of Contract Violation (Suspension) <b>23 Nov 21</b>
Grievant's Street Address <b>1412 W. Washington</b>		Zip Code <b>60607</b>	Date Step 1 Initiated <b>23 Nov 21</b>
Employee No. <b>23982</b>	Unit of Assignment/Detail <b>541</b>	E-Mail Address <b>dgorman@chicagofop.org</b>	Work Phone No. (Bell) <b>3127337776</b>
Home Phone No.	Cell Phone No.	Grievant's Signature <i>[Signature]</i>	

Briefly state the circumstances giving rise to your grievance and the remedy that you seek.

See Attached Document titled, "Attachment to Class Action Grievance #129-21-019"

The Lodge is requesting this grievance to be combined with grievance #129-21-017 and the Settlement Agreement #129-21-007.

*NOTES - FIRST RDO NOV "UNTIL FURTHER NOTICE"  
- FIRST RDO NOV 12, 13, 14 RESCINDED  
- REMAIN TO NORMAL NOV 23 "  
- ONE RDO UNTIL FURTHER NOTICE NOV 26, 2021*

4; 8; 20, 23.6, and all others

Contract Section(s) Violated: \_\_\_\_\_ and related Articles

Immediate Supervisor's Response

FOP Class-action grievance. Delivered to Labor Relations on 23Nov2021.

D-N-A

Immediate Supervisor's Signature

Date

Exempt Rank / Unit C.O.'s Response to Grievance

Response By - Exempt Rank, Signature, Star No.

Date of Response

MLAS Notification - Person Notified

Date of Notification

CPD-11.642 (Rev. 2/11) Grievant's signature on this form authorizes the Fraternal Order of Police to request and receive any discipline files pertaining to this matter that may be in the possession of the City of Chicago.

White Copy - Management and Labor Affairs Section; Green Copy - Management and Labor Affairs Section (To Be Forwarded to Lodge); Canary Copy - Unit Files; Pink Copy - Lodge's Unit Representative; Gold Copy - Grievant Officer

**Attachment to Grievance #129-21-019**

In May of 2021, the Lodge filed a grievance #129-21-007 disputing the cancellations of member's regularly scheduled days off (RDO's) among other violations of the CBA. On August 26, 2021, the parties met and with the assistance of Arbitrator George T. Roumell, Jr., an agreement was reached.

*Handwritten:* CANCELLATIONS 'UNTIL FURTHER NOTICE'

On or about November 8, 2021, Sgt Victoria Marzullo "on behalf of Eric Carter", issued an AMC message cancelling the first of member's RDOs on November 12, 13, 14 of 2021. On or about November 13, 2021, Carter then extended cancellations "until further notice". There still was no written determination that an emergency existed. On November 16, 2021, the Lodge filed grievance #129-21-017. The arbitrator was contacted, and the parties received a tentative arbitration date in January of 2022.

*Handwritten:* RETURN TO NORMAL  
*Handwritten:* ISSUED WITHOUT CANCELLATION

On November 22, 2021, at 1:45PM, despite the pending arbitration date, officer Carter issued AMC message stating, "Effective 1<sup>st</sup> watch, 23-Nov-21, the Department will return to normal operations with regular days off". **This relief only lasted 42 minutes!!** At 2:27PM, Carter issued another AMC, thereby cancelling "ONE RDO" "until further notice beginning 26-Nov-21". Again, **this was done without a declared "emergency", without notification to the Lodge, without seeking volunteers, without 21-days' notice, without justification, etc.**

Not only is the department's (Carter's) method of cancelling members' much deserved, and much needed time off cruel, absurd, unsafe, unhealthy, and wrong; it also seems antagonistic, malicious and without consideration for those who are affected. Additionally, department's (Carter's) practice does not promote a harmonious work environment and is contrary to the Consent Decree.

The department continues this practice without fear of consequences. The affected officers demand to be compensated at a rate of "Triple time" (three times the regular pay) for every hour worked on their cancelled RDO. The affected officers further demand and order the department to provide each affected officer one additional day-off to be enjoyed in 2022 for every cancelled RDO that the affected member worked 5 hours or more.

Contract Sections Violated: Article 4; Article 8; Article 20; Section 23.6; and all other related Articles as well as the Settlement Agreement in Grievance #129-21-007.

**BAUM SIGMAN AUERBACH & NEUMAN, LTD.**

Attorneys and Counsellors

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May 20, 2022

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Sgt. Magdalena Garrison

Labor Relations Division

Chicago Police Department

3510 South Michigan Avenue

Chicago, IL 60653

Re: City of Chicago and Fraternal Order of Police, Lodge No. 7  
Daniel Gorman, on behalf of all affected Lodge 7 members  
Grievance No. 129-21-007  
Our File No. 29516

Dear Sgt. Garrison:

As you are aware, the undersigned is one of the attorneys for the Fraternal Order of Police, Chicago Lodge No. 7 ("Lodge"). Your earlier email sent this morning to Lodge Field representative Jim Jakstavich has been sent to me for a formal response.

The Settlement Agreement raised by Jim was signed by the Parties to resolve the "Summer Holiday Class Action Grievances," and contains a Pilot Program (for the Memorial Day, Juneteenth/Father's Day, Independence Day, and Labor Day 2022 holidays) with several components.

Paragraph 2 specifically states:

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 above, 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 Deployment, the Department will first utilize the Officers who volunteered to work pursuant to the Anticipatory Notice.

There is no mention of any exceptions above.

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Sgt. Magdalena Garrison  
May 20, 2022

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Paragraph 3 goes on to explain the City's obligation as the enumerated holidays approach and requires the Department to inform and notify Officers as follows:

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.

Once again, there is no mention of any exceptions.

\* Paragraph 9, which you partially cite in your email, in its entirety reads as follows:

The Effective Notice referenced herein shall not require Officers to work more than ten (10) consecutive days, unless in good faith, at the time of the Effective Notice, the Department reasonably concludes that it requires Officers to work longer than ten (10) consecutive days.

\* There is no evidence that the Department's current requirement that Officers work longer than ten (10) consecutive days is a "good faith" requirement. Outside entities have provided repeated notices to the Department that overworking Officers is dangerous to the Officers and the citizens of Chicago. In addition, the Superintendent and Mayor repeatedly publically state they are actively working to improve Officers' working conditions. These facts support the conclusion that the Department's requirement that Officers work over ten (10) consecutive days has been instituted with the Department's full knowledge of the harm it is causing, is in bad faith, and is a violation of the Settlement Agreement.

Indeed, when the Parties negotiated the entire Settlement Agreement, and this provision specifically, the Lodge and PBPA made it clear that "an increase in crime" does not amount to a basis to have Officers work more than ten (10) consecutive days. I have included several people who were present in the negotiations in this letter. Rather, several examples were given, which included exigent circumstances such as another riot or civil unrest (as Chicago experienced in May 2020), a NATO summit, or a sports championship victory (similar to the Bulls Championship in the 1990s).

High crime, sadly, is now a normal, ongoing occurrence in the City. Crime exists each and every day—not only around the holidays and weekends. Other solutions exist (perhaps hiring more police Officers). The solution is not to work Officers more than ten (10) consecutive days. Real data exists which shows the harm to Officers (emotionally, physically and psychologically), not to mention the harm to citizens, if Officers are over-worked without ample time to rest and decompress.

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Sgt. Magdalena Garrison

May 20, 2022

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In the Report issued by the Court Appointed Monitor in the Consent Decree matter, after the civil unrest, she opined:

Whether a Department member's days off may be cancelled, hours extended, or area of deployment shifted invariably impacts his or her mental, emotional, and physical well-being. The Department relies on its field supervisors and police Officers to make instinctual, split-second decisions and going forward, it cannot allow things like exhaustion and stress to impact decision-making.

Indeed, even the Mayor has commented on the need for Officers to obtain adequate rest. In sworn testimony, she stated:

...one of the things that I am a champion for is making sure the department does a heck of a lot more and a better job around Officer wellness. Well, you can't be well if you don't have time to recover from one of the most tough and traumatic jobs that there are, which is to be a police Officer in an urban environment like Chicago.

I hope this clarifies the Lodge's concerns with the Department forcing Officers to work longer than ten (10) consecutive days. If the Department does not remedy these concerns, the FOP will explore bringing this to Arbitrator Roumell's attention to address the City's latest actions. Please let me know if you wish to discuss further.

Very truly yours,

**BAUM SIGMAN AUERBACH & NEUMAN, LTD.**



Pasquale A. Fioretto

PAF/j

cc: John Catanzara (via e-mail)  
Jim Jakstavich (via e-mail)  
Daniel Gorman (via e-mail)  
Kevin O'Bryan (via e-mail)  
Commander Donna Rowling (via e-mail)  
Dave Johnson (via e-mail)  
Jennifer A. Dunn (via e-mail)  
Catherine Chapman (via e-mail)