

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, dated September 15, 2025, between the City of Chicago and the Chicago Fire Fighters Union, Local 2. The Mayor is authorized to execute this agreement.

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

September 15, 2025

Term Sheet for the Collective Bargaining Agreement between the Chicago Fire Fighters Union, Local No. 2 and the City of Chicago

1. **Term:** July 1, 2021 - June 30, 2027 (effective upon ratification by City Council)

2. **Base Salary Increases:** 21% - 25%

Effective 1/1/22	2.5%
Effective 1/1/23	2.5%
Effective 1/1/24	5%
Effective 1/1/25	5%
*Effective 1/1/26	3.0% - 5.0%
*Effective 1/1/27	3.0% - 5.0%

*In these years, the percentage increase varies between 3.00% - 5.00%, depending upon the U.S. City Average CPI-U. If the CPI-U is 3.00% or less, then the percentage increase will be 3.00%. If the CPI-U is 5.00% or more, then the percentage increase will be 5%. If it is between 3.00% and 5.00%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth of one percent. 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 1/1/27, the insurance salary cap will be increased to \$130,000.

4. **Retiree Health Insurance Contributions:** Effective 1/1/22, those who retire after age 55, but before age 60 contribute 3.5% of their annuity. Those who retire after age 60 but before 63 contribute 1.5% of their annuity.

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

- **Signing Bonus:** One-time bonus of \$2,500, payable in 2026.
- **EMT-P (Paramedics) Licensure.** Effective upon ratification, all new classes of crossovers will be subject to a 10-year commitment and receive a 10% incentive (up from a 7-year commitment and 8.5% incentive). Fire Suppression and Rescue employees who have or obtain a P license and approval to function in the Chicago EMS system will receive a 10% incentive.

- **EMT-B:** Upon ratification, employees who obtain their EMT-B license and approval to function in the Chicago EMS system will receive a 6% incentive commencing after 42 months of service (instead of after 54 months of service).
- **Clothing Allowance:** Effective 1/26, will be increased by \$100/year.
- **Duty Availability Pay:** Effective 7/1/25, will be increased by \$50/quarter.

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

- **Discipline:** Revised the review of discipline so that disputes are resolved more efficiently by requiring
 - grievances challenging discipline of 9 days or less must be submitted through the Binding Summary Opinion Process; and
 - grievances challenging suspensions of 10 days or more will be heard within 90 days of appointing an arbitrator.
- **Summary Punishment:** Developed a Summary Punishment process whereby less serious transgressions receiving minor penalties are not subject to review through the grievance process.
- **ALS Ambulance Committee:** Agreed that the Committee will make efforts to assess and implement additional ambulances by 1/1/26, and if the Committee cannot reach agreement, a neutral will issue an advisory opinion.
- **Health Care Survey:** Status quo remains pursuant to the interest arbitration award.
- **Promotions:** Revised the promotional process to, among other things, provide training/classes prior to promotions and more transparency, establish a certification process for some positions, and modify promotional exams.
- **Appendix G:** Modified Appendix G consistent with legal requirements which includes goals of recruiting and promotions, and restructures the Community Advisory Board.

- **Union Business Leave:** Eight (8) days advanced notice required for union business leave, with the total leave allowed annually not to exceed 2700 hours.
- **Mobile Integrated Health Unit:** Established the Mobile Integrated Health Unit to reduce usage of EMS transport
- **Hours of Work:** Established work schedules for employees in the Medical Administration and Regulatory Compliance Division (MARC) and the Public Education Division.
- **Payment of Wages:** Moved the pay dates for employees to make it consistent for our represented work force, and agreed that all payments will be paid through direct deposit and “Greenslips.”
- **Payment of Time:** Placed reasonable time frames on when monies from arbitration awards and settlements (6 weeks from when the amount is determined).
- **Assignment of Newly Promoted Employees:** Agreed that Commissioner can assign newly promoted Lieutenants, Captains, and Battalion Chiefs as needed, with first preference given to volunteers based on seniority.
- **Holidays:** Added the Juneteenth holiday.
- **Paid Parental Leave:** Expanded the City’s Paid Parental Leave to Local 2 represented employees in the same manner as other sworn unions.
- **Last Chance Agreement:** A random, positive drug test for marijuana will not be considered a violation of the Policy, except for employees who are on a last chance agreement.
- **Medical Lay Up:** Employees while on medical status can attend continuing education requirements, monthly trainings, or certification requirements.
- **Reporting to Medical Section:** When reporting to the medical section, employees must report in Class D uniform.
- **Company Officer Training:** Established process whereby those seeking desiring Company Fire Officer (COFO) training can obtain it.

- **Retirement Age:** Modified the agreement to reflect that 65, not 63, is the mandatory retirement age, as necessary.
- **Divers:** Required that for squad companies, four (4) of the five (5) employees must be certified divers.
- **Detailing Cross Trained, Dual Certified Employees:** Cross-trained personnel can be detailed to fire apparatus or ambulances as needed up to four times/quarter.
- **Cross Training Program:** Provide employees eligible for the cross training with 30 days advanced notice, and allow them 7 days to accept the offer.
- **Employee Assistance Program:** City will continue its contributions to two centers for employee assistance
- **Referral Physicians:** Acknowledged that the City can add or remove physicians on its referral list for duty related injury or disability and will meet with Local 2 upon request to discuss the list.

For the Union:
JGM
11/15/25
GCR

For the City:

DAD
8/11/25
COP
8/11/25

Term Sheet

August 11, 2025

1. Amend Section 5.1 Annual Salary Schedule to read:

A. Effective July 1, ~~2017~~2021, the annual salaries of the members of the bargaining unit shall be paid pursuant to the salary schedule attached hereto and made part of this Agreement and identified as Appendix B.

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

1. Effective January 1, ~~2018~~2022, a 2.5% increase
2. Effective January 1, ~~2019~~2023, a 2.5% increase
3. Effective January 1, ~~2020~~2024, a 5% increase
4. Effective January 1, ~~2021~~2025, a 5% increase
5. Effective January 1, 2026 - 3% to 5% depending on COLA
6. Effective January 1, 2027 - 3% to 5% depending on COLA

(b) The increases will be retroactive to the dates specified and be applicable to all salary-related items. Retroactivity for these increases will be applicable to all persons on the payroll at any time on or after July 1, ~~2017~~2021.

*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 June CPI-U released in July of the preceding year will be used to determine the percentage increases in 2026 and 2027.

2. Duty Availability Pay

Effective July 1, 2025, \$1,000 per quarter.

3. Clothing Allowance

B. ~~Effective January 1, 2021, all platoon employees will receive the sum of \$1,400.00 per year, \$700.00 payable on or before March 1st and \$700.00 payable on or before September 1st.~~ Effective January 1, 2026, all platoon employees will receive the sum of \$1,500.00 per year, \$750 payable on or before March 1st, and \$750 payable on or before September 1st.

C. ~~Effective January 1, 2021, all forty (40) hour employees will receive the sum of \$1,650.00 per year, \$825.00 payable on or before March 1st and \$825 payable on or before September 1st.~~ Effective January 1, 2026 all forty (40) hour employees will receive the sum of \$1,750.00 per year, payable \$875.00 on or before March 1st and

\$875.00 on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

- 4. **Paramedic or EMT-P Licensure** – Effective upon contract ratification, FS&R employees who have or obtain an EMT-P license and approval to function in the Chicago EMS System shall receive a 10% incentive. Effective upon ratification, new classes of crossovers shall be subject to a 10-year commitment (and the 10% incentive).
- 5. **EMT-B** – Effective upon ratification, employees who obtain their EMT-B license and approval to function in the Chicago EMS System shall receive the 6% incentive commencing at Step 5 (after 42 months).
- 6. **Discipline** – per attached document
- 7. **Health Care Survey** – parties to submit issue to interest arbitrator
- 8. **\$2,500 Stipend**
See the attached side letter.
- 9. **ALS Side Letter**
 - 2. See attached ALS Side Letter
- 10. Effective January 1, 2027, Insurance Salary Cap increased to \$130k
- 11. Renew All Other Applicable Side Letters
- 12. Remainder of CBA SQ Status Quo
- 13. All previously agreed-to Tentative Agreements

DRAFT ALS SIDE LETTER
(Replacing the current letter at p. 180)

(Date)

James C. Franczek, Jr.
Franczek P.C.
300 South Wacker Drive
Suite 3400
Chicago, IL 60606-6785

Re: Additional ALS Ambulances

Dear Mr. Franczek:

The Union and the City agree as follows:

1. The City and the Union will each appoint three persons to an ALS Ambulance Committee no later than 60 calendar days following ratification of this Agreement.
2. The Committee shall make recommendations to the City and the Union regarding additional ALS ambulances and consider such factors as the Committee deems appropriate.
3. The Committee shall make every effort to assess and implement the appropriateness of additional ALS ambulances by July 1, 2026.
4. If the Committee is unable to reach agreement on recommendations regarding ALS ambulances, then the matter shall be presented to a neutral to act as a factfinder regarding the unresolved issue and shall issue a non-binding advisory opinion.

If the above comports with your understanding, please so indicate in the space provided below.

Very truly yours,

Jerry Marzullo
Attorney
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this
_____ day of _____, 2025.

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

DRAFT SIDE LETTER RE: \$2,500 BONUS

(Date)

James C. Franczek, Jr.
Franczek P.C.
300 South Wacker Drive
Suite 3400
Chicago, IL 60606-6785

Re: \$2,500 bonus

Dear Mr. Franczek:

The Union and the City agree as follows:

1. During the first quarter of 2026, all active bargaining unit members shall receive a one-time non-pensionable bonus of \$2,500.
2. For purposes of eligibility for the bonus, a bargaining unit member shall be considered "active" if they are on the payroll during the first quarter of 2024 and not on a leave of absence for any purpose, except that a member on a military leave of absence pursuant to Section 7.4 of the Agreement shall be eligible to receive the bonus.

If the above comports with your understanding, please so indicate in the space provided below.

Very truly yours,

Jerry Marzullo
Attorney
Chicago Fire Fighters Union, Local No. 2

Acknowledged and Agreed to this
_____ day of _____, 2025.

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

OKMA
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for the City

JAB

For Union

GRN Jgan
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Article X. Grievance Procedure

The amendments to Article X, section 16.2.G, Article XVI, Appendices H and I will take effect at a date agreed upon by the parties, following ratification, and will sunset one year from that date, for all grievances filed after that date. Arbitrator Steven Bierig will retain jurisdiction to resolve any disputes regarding the implementation and interpretation of the revised discipline provisions.

Section 10.1 - Definition

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

Section 10.2 - Procedure, Steps and Time Limits for Grievances challenging an Employee's Discipline of Termination Discharge and Disputes over the terms of the Agreement Contract Dispute Grievances

A. Any grievance or dispute (~~excluding written reprimands and suspensions~~) concerning the interpretation, application, or meaning of the contract and Grievances challenging an Employee's discharge involving an issue of non-disciplinary contract interpretation or discipline of termination will comply with the following procedures, steps and time limits:

Step I. - The employee, with or without the Steward (or the Steward alone in the case of a Union Grievance), shall take up the grievance or dispute in writing or orally with the Employer's authorized representative within ten (10) business days of its occurrence, or if later, the date on which either the employee or his/her Union Steward knew or reasonably should have known of its occurrence. The Employer's authorized representative shall then attempt to adjust the matter and shall respond in writing or orally to the Steward within five (5) business days.

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

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

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

Section 10.3 – Arbitration

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

If the parties mutually agree to utilize the services of FMCS, the parties will contact the Federal Mediation and Conciliation Service (FMCS) and request a panel of eight (8) arbitrators. Upon receipt of the panel, either party may strike the first panel and request a second panel of eight, (8) arbitrators. No subsequent panel may be requested except with the mutual written agreement of the Employer and the Union. Upon receipt of the panel, the parties will alternately strike names, with the party striking first to be determined by coin toss, until one (1) arbitrator remains, who shall then be notified of his selection.

C. Expedited Arbitration

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

described in Section 10.3(B), unless the parties mutually agree to utilize the services of the Federal Mediation and Conciliation Services as described in Section 10.3(B).

Add new section 10.10 to read:

Section 10.10 – Grievances Challenging Written Reprimands or Suspensions of nine (9) days or less

Grievances or disputes seeking review of written reprimands or suspensions of nine (9) days or less shall be submitted through the Summary Opinion Process stated in Appendix H.

Add new section 10.11 to read:

Section 10.11 – Grievances Challenging Suspensions greater than (9) days

Provided the Union and/or member complies with the procedures and steps in this Section, the member will not be required to serve the suspension, nor will the suspension be entered on the member's disciplinary record, until the Arbitrator rules on the merits of the grievance, except as provided below. Grievances challenging suspensions greater than 9 days will comply with the following procedures:

A. Procedure, Steps and Time Limits

Step I - Initiating Grievance. Grievances challenging discipline will be filed with the Employer's authorized representative within ten (10) business days of the employee and Union receiving the notification of discipline. The Employer's authorized representative shall then attempt to adjust the matter and shall respond in writing within five (5) business days.

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

The Fire Commissioner or his/her designated representative shall discuss the grievance after receipt of the notice of appeal with the employee and the authorized Union representative at a time mutually agreeable to the parties. The Department and the Union agree any grievances advanced to Step II must be included on the agenda for either the next Step II meeting immediately

following the Step I response, unless the next Step II meeting is within 14 days, then the agenda for the following Step II meeting. If no settlement is reached, the Fire Commissioner or his/her designated representative shall give the Employer's written answer to the Union within ten (10) working days following their Step II conference.

Step III - If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Commissioner is due, the Union may, by written notice to the other party, and the City's Law Department, Labor Division, invoke arbitration. If the Union does not provide written notice invoking arbitration within the time provided, the grievance will be deemed withdrawn and the recommended discipline will be implemented.

B. Arbitration of suspension grievances pursuant to this Section shall be conducted in accordance with the following provisions:

1. The Union and the Department 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 are: [Arbitrator 1], [Arbitrator 2], [Arbitrator 3], [Arbitrator 4], and [Arbitrator 5]. Beginning the first December after ratification and each December thereafter, the Union and the City shall each be permitted to strike one (1) Arbitrator from the panel for any reason via written notice provided prior to December 31. The parties agree any arbitrations scheduled prior to December 1 will proceed as scheduled, even if the arbitrator is later stricken.

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, 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 Union shall alternately strike names from the list. The remaining person shall be added to the panel. In the event the Union 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 to be used to select the two replacement Arbitrators.

2. Within twenty (20) days of the suspension grievance being advanced to arbitration, a representative of the Union and a representative of the City's Department of Law shall confer and select an Arbitrator from the panel. The parties shall inform the Arbitrator of the Arbitrator's appointment and request a hearing date within ninety (90) days. If the Arbitrator is unable to provide a hearing date within 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 ninety (90) days.

3. Provided the Union accepts a hearing date within ninety (90) days of appointment of the Arbitrator, the member will not be required to serve the suspension, nor will the suspension be entered on the member'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 Union is not ready to proceed on a scheduled hearing date, the employee shall be required to serve the suspension prior to the Arbitrator ruling on the merits of the grievance.

~~Members will not be permitted to avoid imposition of discipline due to furlough, medical leave, or separation from the Department.~~

If the employee voluntarily separates from service within forty-five (45) days following the Union's receipt of the documents identified in Section 16.2(E) there shall be no penalty implemented. If the employee does not voluntarily separate from service within forty-five (45) days the parties shall continue to follow the grievance procedure.

Amend Section 16.2. to read:

Section 16.2 - Discipline and Discharge

- A. Disciplinary actions instituted by the Employer shall be for reasons based upon the employee's failure to fulfill his/her responsibilities as an employee. The parties embrace the concept of progressive and corrective discipline for employees. Progressive discipline is a systemic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (a) the seriousness of the misconduct; (b) the number of times it has occurred; (c) prior acts of misconduct; (d) the attitude and cooperation of the employee; (e) the employee's work history; and (f) the totality of the circumstances. Where the Employer believes just cause exists to institute disciplinary action it shall have the option to assess the following penalties:

- Oral Reprimand
- Written Reprimand
- Suspension
- Discharge

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Any disciplinary action taken against a probationary employee shall not be subject to 16.2E below or to the grievance procedure.

- B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures specified in Chapter 25.1 of the Municipal Code and any City of Chicago Personnel Rules. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.
- C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed-upon as a grievance settlement or deemed appropriate by an Arbitrator.
- D. The Employer shall not rely on, or utilize, disciplinary actions recorded in the employee's personnel file after (6036) ~~sixty~~ thirty-six months from the date of implementation of discipline or final arbitrator's order, whichever is later, to justify subsequent disciplinary actions except oral reprimands recorded in the employee's personnel file shall not be used after (12) twelve months to justify subsequent disciplinary action.
- E. The Employer shall conduct disciplinary investigations when an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and concluding its investigation, except for discipline issued under Summary Punishment, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. A complete copy of the Employer's Investigative Review (IR) file, which was relied upon in reaching the determination on discipline, including copies of the following documents shall be given to the employee at this notification and review meeting:

1. Allegation of violations of Rules & Regulations;
2. Statement of charges and specifications;

3. Employee's initial statement of facts;
4. Acknowledgement of notification and review;
5. Recommended discipline; and
6. Copies of the employee's pertinent past discipline.

The Union agrees to make available an electronic means to receive the above-referenced documents and materials.

The employee shall be entitled to Union representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

- F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, except for information which the Department deems to be confidential, shall be open and available for inspection and copying by the affected employee, or his Union representative with the specific written consent of the employee, during regular business hours.

It is agreed that any material and/or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the employee's interest.

- G. It is agreed that the provisions contained elsewhere in this Agreement shall not apply to Summary Punishment action, which action shall be considered as an alternative to formal disciplinary procedures, provided that in each such action, the following shall apply:

1. The Summary Punishment which may be administered conforms to the concept of progressive discipline, as outlined in this Agreement, and is limited to:
 - a. reprimand;
 - b. excusing a member for a minimum of one day to a maximum of three days without pay.
2. Appendix I provides reasonable guidelines defining the scope of Summary Punishment, identifies acts and omissions which are considered less serious transgressions, outlines procedures to be followed in administering summary punishment and.
3. For the first three times Summary Punishment is administered, the member may write a written rebuttal to the summary punishment and said written rebuttal shall be placed into the personnel file of the member along with the summary punishment. After Summary Punishment has been administered three (3) times within a rolling twelve (12) month period, an Employee who wishes to contest the application of Summary Punishment on a fourth occasion within the last rolling twelve (12) months may contest the fourth

and/or succeeding applications of Summary Punishment (beyond 3 Summary Punishments in the preceding 12 months) by timely challenge through the grievance procedure. Any grievance contesting the application of Summary Punishment on a fourth occasion within the last rolling twelve (12) months will ~~be excepted proceed under from the Binding Summary Opinion process and will proceed under outlined in Section 10.10s-10.2 and 10.3.~~ No Summary Punishment Discipline will be held in abeyance.

Add new Appendix H "Binding Summary Opinion":

Any employee who receives a written reprimand or notice of suspension, 9 days or less (excluding Summary Discipline Punishment), shall upon receipt of a notice of discipline of a written reprimand or notice of suspension file a grievance, as provided in Section 10.2, Step I and Step II. After Step II the grievance will proceed under the following Binding Summary Opinion process:

A. If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Commissioner is due under Step II, the Union may, by written notice to the Employer, invoke the grievance to Binding Summary Opinion arbitration. The Department will provide a complete investigation file associated with the notice of discipline to the Union within three (3) business days of receipt of the grievance. If the Union does not provide written notice invoking Binding Summary Opinion within the time provided, the grievance will be deemed withdrawn and the recommended discipline will be implemented.

A.B. Within ten (10) calendar business days of the Union's receipt of the complete investigation file notice to advance the grievance to arbitration, the Union and the Department shall agree upon the selection of an Arbitrator from the Summary Opinion Panel to hear the grievance within sixty (60) days of appointment.

The Summary Opinion Panel includes Arbitrators [Arbitrator #1], [Arbitrator #2], [Arbitrator #3], [Arbitrator #4], and [Arbitrator #5].

If no Arbitrators are available from the Summary Opinion Panel or subsequently placed on the Summary Opinion Panel, the services of the American Arbitration Association (AAA) shall be requested by the Union. The Union shall request a panel of seven (7) arbitrators. Upon receipt of the panel, the parties will alternately strike names, with the party striking first to be determined by a coin toss, until one

(1) Arbitrator remains, who shall then be notified of his selection.

Should the Union not agree to an arbitrator within ten (10) ~~business days~~ business days of receipt of the complete investigation file Union's notice to advance or fail to present the matter before the appointed arbitrator within sixty (60) days of appointment except by mutual agreement of the parties, the discipline will be imposed, and the grievance process will continue.

~~B.C.~~ The Department agrees to hold in abeyance any discipline, for which the Union timely elected to proceed to Binding Summary Opinion. Discipline will be served within 60 days of the Arbitrator's decision however such time may be tolled by the number of calendar days a member is on furlough or is on sick or injury leave. ~~Members will not be permitted to avoid imposition of discipline due to furlough, medical leave, or separation from the Department. Members will not be permitted to avoid imposition of discipline due to furlough, medical leave, or separation from the Department.~~

If the employee voluntarily separates from service within forty-five (45) days following the Union's receipt of the documents identified in Section 16.2(E) there shall be no penalty implemented. If the employee does not voluntarily separate from service within forty-five (45) days the parties shall continue to follow the grievance procedure.

~~permitted to avoid imposition of discipline due to furlough, medical leave, or separation from the Department. Should a member render imposition of the discipline impossible due to separation more than forty five (45) days following the Union's receipt of the documents identified in Section 16.2(E), the suspension will be deducted from any furlough buyout owed to the member at separation.~~

~~D.~~

~~G-E~~

~~D.F.~~ The parties will mutually agree to schedule Binding Summary Opinion Hearings at least once per month, with no more than 10 grievances to be presented on any given hearing date.

~~G.~~ In-person Hearings will be scheduled alternatively at City and Local 2 locations.

H. Except where mutually agreed otherwise by the parties, the Union and the Department will each designate one employee as a representative.

E-I. The parties will make their best efforts to schedule the hearing when the Grievant is off duty and any representative must appear while off duty, and will not be entitled to overtime for any reason related to the grievance or hearing.

~~—~~ ~~Except where mutually agreed otherwise by the parties, the Union and Employer the Department will each designate one employee as a representative.~~

~~—~~ ~~The Grievant and any representative must appear while off duty, and will not be entitled to overtime for any reason related to the grievance or hearing.~~

F.J. The hearings shall be informal. The Arbitrator shall assist the parties in ensuring that there is a complete record. A complete record shall include, at a minimum, the IR file, grievance, and any responses.

G-K. At least ten (10) business days prior to the Binding Summary Opinion hearing, the Union may submit to the arbitrator any documents in support of its position along with a written statement of no more than three (3) pages in length, setting forth the position of the Union and the reasons why the Union believes the grievance should be sustained. Within five (5) days thereafter, the Employer may submit to the arbitrator any documents in support of its position along with a rebuttal of not more than three (3) pages. The page limits do not include any exhibits, documents, or records either party may submit to the Arbitrator. Any documents, exhibits, or records to be attached to a party's submission must be contained within the IR file presented at the time of the notification review, exchanged during the grievance process, or included in the member's rebuttal of the recommended discipline. No party will be permitted to present any exhibits, documents, records, or other evidence which were not included in the investigation file, the grievance documents, and rebuttal to the notification review.

H-L. For good cause shown, either party may be granted leave by the Arbitrator to submit a written rebuttal, no longer than the party's initial submission, within ten (10) days following receipt of the other party's submission.

I-M. The parties will not file post-hearing briefs. The parties may argue orally on the record and may present relevant authorities to the Arbitrator at the hearing.

J-N. The Arbitrator designated by the parties shall issue a short, written binding Summary Opinion and Order within 30 days of close of the hearing. The Opinion and Order shall be final and binding on the parties and there shall be no further review of the reprimand or suspension. All arbitrator's decisions in Binding Summary Opinion matters are non-precedential.

K-O. The parties will jointly and equally share the fees for an Arbitrator to attend each

Binding Summary Opinion session. The fees and expenses of the Arbitrator shall be equally borne by both parties.

L.P. The parties shall develop a roster of 5 to 7 arbitrators who shall commit to preschedule Binding Summary Opinion hearing dates on a regular basis.

Add new Appendix I "Summary Punishment":

SUMMARY PUNISHMENT

It is agreed that the provisions herein shall apply to Summary ~~Discipline~~ Punishment action.

I. PURPOSE

- A. Defines the scope of Summary Punishment;
- B. Identifies acts and omissions which are considered Less Serious Transgressions;
- C. Outlines procedures to be followed in administering Summary Punishment; and
- D. Provides penalty guidelines.

II. POLICY

- A. It is the policy of the Chicago Fire Department (CFD) to maintain a Summary Punishment procedure to ensure reasonable administration of discipline for Less Serious Transgressions. The Department may elect to impose Summary Punishment for infractions included in Section IV – Less Serious Transgressions.

III. GENERAL INFORMATION

- A. An ~~Investigative Review~~ Summary Punishment Action Number will be obtained. The allegations of violations will indicate if the matter may be resolved through the Summary Punishment Process.
- B. The Department will exercise discretion in the application of Summary Punishment. Supervisory counseling and discretion may be administered prior to the application of summary punishment when determined appropriate based on the transgression alleged.
- C. ~~Each level of review within the Department has the authority to recommend an alternate penalty within the applicable schedule.~~
- D. ~~When the District Chief or designee, after the Summary Punishment Action/Penalty Appeal, determines, in light of the totality of the circumstances, that~~

~~the scheduled penalty is too severe, the reviewing officer may recommend an alternative Summary Punishment disciplinary action.~~

~~E. The Fire Commissioner has the authority to implement the approved penalty following final waiver or exhaustion of the review process.~~

~~F. In all cases where a member is entitled to a hearing, a Form 2 requesting a hearing addressed to the appropriate District Chief or Assistant Deputy Chief Paramedic District Chief of EMS is required to be submitted within 96 hours for EMS or 72 hours for FS&R of receipt of the allegations of violations.~~

~~1. Failure to submit a Form 2A within the prescribed time limit constitutes a waiver of a hearing for the violation.~~

IV. LESS SERIOUS TRANSGRESSIONS

A. The list of less Serious Transgressions is as follows:

1. Motor Vehicle Accidents involving a Department Vehicle which are deemed preventable.
- ~~2. Motor Vehicle Accidents involving a Department Vehicle~~
3. Absent Without Leave /Tardy
4. Expired Drivers License, if a member is required as a condition of their employment to maintain a Drivers License.
5. Suspended Drivers License, if a member is required as a condition of their employment to maintain a Drivers License.
6. Expired EMT-P or EMT-B License, if a member is required as a condition of their employment to maintain an EMT-P or EMT-B License.
7. Expired CDA Badge, if a member is required as a condition of their employment or assignment to maintain a CDA Badge.
8. Failure to Complete Mandatory Training or EMT-B or EMT-P continuing education required by the Illinois Department of Public Health or Region 11.
9. ~~Failure to Document in the company journal. Failure to Document in the company journal.~~
Failure to Document in the company journal. Failure to Document in the company journal.
10. Failure to ~~timely r~~Respond or ~~timely respond~~ or ~~timely respond~~ to a call when dispatched by OEMC, or ~~Failure to timely respond to a call when dispatched by OEMC~~
OEMC

11. Failure to follow a direct order.

12. Uniform Violation

13. Grooming

~~Improper documentation~~ Improper documentation

14.

15. Improper relief

~~11.16. Failure to check SCBA.~~

~~12. Failure to supervise an SCBA check.~~

B. A Less Serious Transgression will be identified by number and explanatory statement of the transgression.

V. SUMMARY PUNISHMENT GUIDELINES

A. The penalty recommended for a less serious transgression (~~other than preventable Department Vehicle Accident~~) will be based upon the affected member's summary punishment history and ~~complimentary~~ disciplinary history for the twelve months preceding the date of the current transgression.

NOTE: A Department member's Department Vehicle Accident history may be considered in determining discipline for a period of time not to exceed two years from the date of the current incident, provided there is no intervening preventable Department Vehicle Accident. If such intervening traffic crash exists, the two-year period shall continue from the date of the most recent traffic crash and any prior preventable incidents may be considered for disciplinary purposes. In no event shall any prior incident five or more years old be considered.

EXAMPLE: **Current Department Vehicle Accident:** October 2016

Most recent Department Vehicle Accident: September 2014 (two years and one month).

Decision: September 2014 Department Vehicle Accident **cannot be considered.**

Justification: There were no intervening Department Vehicle Accident within two years of the current Department Vehicle Accident.

EXAMPLE: Current Department Vehicle Accident: October 2016.

Most recent Department Vehicle Accident: October 2015 (one year from current Department Vehicle Accident).

Prior Department Vehicle Accident: July 2014 (two years and three months from October 2016 Department Vehicle Accident and one year three months from October 2015 Department Vehicle Accident).

Prior Department Vehicle Accident: August 2012 (one year and eleven months from July 2014 Department Vehicle Accident; four years and two months from current Department Vehicle Accident).

Prior Department Vehicle Accident: September 2011 (five years and one month from current Department Vehicle Accident).

Decision: The October 2015, July 2014, and August 2012 Department Vehicle Accidents may all be considered.

Justification: The most recent intervening Department Vehicle Accident was the October 2015 Department Vehicle Accident. Department Vehicle Accidents two years prior to that date may be considered. Also, since there was an intervening Department Vehicle Accident (July 2014) within the second two-year period, the Department may go back a subsequent two years to include the August 2012 Department Vehicle Accident. The September 2011 Department Vehicle Accident cannot be considered; it occurred more than five years prior to the current Department Vehicle Accident.

VI. PROCEDURES

A. Initiation and Response

- ~~1. After the employee's receipt of allegations of violations when an incident that requires summary punishment action involves multiple transgressions, record all of the transgressions and designate one transgression as the "primary transgression"; opportunity to submit a statement of facts, and receipt of~~

~~charges and specifications and when the use of summary punishment is deemed appropriate, the Department will process shall be as follows:~~

- ~~a. The District Chief shall confer with the affected member's non exempt rank supervisor regarding the particulars of the incident and the District Chief shall determine the most appropriate course of corrective action;~~
- ~~b. Assign a Summary Punishment Action number and on a form created by the Department to be served on the member state the following:~~

~~(1) both the "Number" and "Nature of the Less Serious Transgression" selected on coincide with the number and nature of the observed transgression.~~

~~(2) the "Detailed Description of Incident" of the form shall accurately describe the pertinent circumstances of the incident.~~

~~(3) Ensure members are provided a complete copy of the Employer's Investigative Review (IR) file, which was relied upon in reaching the determination on discipline;~~

~~(4) the recommended penalty within the applicable penalty schedule enumerated in this Appendix.~~

- ~~c. review the affected member's summary punishment history and complimentary history to determine the appropriate penalty recommendation;~~

1. The Department shall confer with the affected member's non exempt rank supervisor regarding the investigate particulars of the incident and the Department shall determine the most appropriate course of corrective action. When the use of summary punishment is deemed appropriate, the Department will:

(1) Assign a Summary Punishment Action number on a form created by the Department to be served on the member.

(2) both the "Number" and "Nature of the Less Serious Transgression" selected will coincide with the number and nature of the observed transgression.

(3) The "Detailed Description of Incident" of the form shall accurately describe the pertinent circumstances of the incident. When an incident that requires summary punishment action involves multiple transgressions, record all of the transgressions and designate one transgression as the "primary transgression";

(4) The Department will review the affected member's summary punishment history and disciplinary history to determine the appropriate penalty recommendation

(5) the recommended penalty within the applicable penalty schedule enumerated in this Appendix.

2. Following receipt of the Summary Punishment form, the employee will be directed to acknowledge service and shall may be afforded an opportunity to submit a SPAR response within 72 hours for FS&R and 96 hours for EMS.

~~The Department shall confer with the affected member's non-exempt rank supervisor regarding the particulars of the incident and determine the most appropriate course of corrective action. When the use of summary punishment is deemed appropriate, the Department will:~~

~~Assign a Summary Punishment Action number to a form created by the Department to be served on the member.~~

~~both the "Number" and "Nature of the Less Serious Transgression" selected on coincide with the number and nature of the observed transgression.~~

~~The "Detailed Description of Incident" of the form shall accurately describe the pertinent circumstances of the incident. When an incident that requires summary punishment action involves multiple transgressions, record all of the transgressions and designate one transgression as the "primary transgression";~~

~~The Department will review the affected member's summary punishment history and disciplinary history to determine the appropriate penalty recommendation~~

~~the recommended penalty within the applicable penalty schedule enumerated in this Appendix.~~

~~Following receipt of the Summary Punishment form, the employee will be directed to acknowledge service and may be afforded an opportunity to submit a SPAR response within 72 hours for FS&R and 96 hours for EMS.~~

~~2. Upon notification from a supervisor that a summary punishment action requires a response, the affected member will:~~

~~a. indicate his or her response through a Form 2 stating the following within 72 hours for FS&R and 96 hours for EMS:~~

~~(1) accepting the recommended penalty or~~

~~(2) requesting a Summary Punishment Action/Penalty Appeal hearing. The Form 2 requesting an appeal hearing will detail the affected member's reason(s) for appealing the recommended summary punishment action.~~

~~3. Upon receipt of the affected member's Form 2 SPAR response, the reviewing Officer or designee will review it to determine what further action is necessary.~~

~~3.4. Upon notification of the SPAR discipline action, the affected member will:~~

~~a. indicate his or her response through a Form 2 stating the following within 72 hours for FS&R and 96 hours for EMS:~~

~~(1) accepting the recommended penalty or~~

~~(2) requesting a Summary Punishment Action/Penalty Appeal review. The Form 2 requesting an appeal review will detail the affected member's reason(s) for appealing the recommended summary punishment action.~~

~~a.b. When an affected member has requested a Summary Punishment Action/Penalty Appeal hearing review, the affected member's District Chief or EMS Division Chief will prepare a packet to be made part of the Summary Punishment file including a response to the information supplied in the member's Form 2.~~

~~B. District Chief Review Summary Punishment Action/Penalty Appeal hearing review~~

~~1. In all cases where a member seeks a review, a Form 2 requesting a review addressed to the appropriate District Chief or Assistant Deputy Chief Paramedic District Chief of EMS is required to be submitted within 96 hours for EMS or 72 hours for FS&R of receipt of the allegations of violation(s).~~

~~Failure to submit a Form 2A within the prescribed time limit constitutes a waiver~~

of a review of the violation.

4.2. If the member has requested a Summary Punishment Action/Penalty Appeal ~~hearing~~ review the District Chief or designee ~~will~~ may agree to conduct the ~~hearing~~ review. At the appeal ~~hearing~~ review, the District Chief or designee shall:

a. review, to the extent necessary, all relevant facts relating to the incident with the affected member; and

~~b. Consider new information or mitigating facts offered by the member; as part of the review, the District Chief may elect to meet with the affected member directly. The affected member will not be permitted to be accompanied by a Union representative.~~

~~e.b.~~

2.3. Following the ~~hearing~~ review, the District Chief will:

~~a. When the District Chief or designee, after the Summary Punishment Action/Penalty Appeal, determines, in light of the totality of the circumstances, that the scheduled penalty is too severe, the District Chief or designee may ~~recommend~~ or recommend an alternative Summary Punishment disciplinary action.~~

CAPT. 81125 [Signature] 6/11

~~a-b.~~ _____ notify the member in writing, through a form created by the Department, of the reason(s) for supporting or altering the initial recommendation.

~~b-c.~~ _____ transmit their recommendation/findings to the Labor Relations Office for final determination of the appropriate discipline.

VII. SCHEDULE OF PENALTIES

A. The following schedule governs those less serious transgressions under subsection IV.A. It is understood between the parties that an employee's primary transgression needs to be the same or similar in order for it to be considered a subsequent transgression.

1. **First Transgression** - Oral or Written reprimand ~~to suspension of one day to~~ suspension of one day

2. **Second Subsequent Transgression** — Written reprimand to suspension of one day

3. **Third and Subsequent Transgressions** — Written reprimand to sususpension

of up to three days ~~three two two~~ days.

VIII. RESPONSIBILITIES

- A. Chief Officers and Company Officers ~~Supervisory Officers~~ shall be responsible for ensuring compliance with this Appendix.
- B. Chief Officers and Company Officers ~~Supervisory Officers~~ shall conduct Company School to ensure that all members are aware of the provisions of this Appendix.
- C. It is the responsibility of all members to have a thorough knowledge of this Appendix.
- D. The Union agrees to equally bear the responsibility for ensuring all members have a thorough knowledge of the Summary Punishment process and procedures.

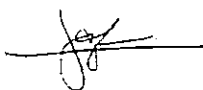
Article III. Union Security

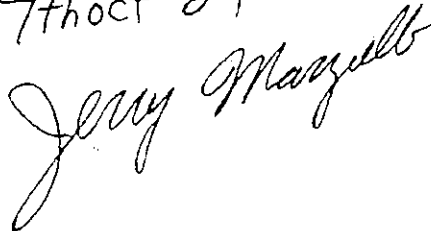
Amend Section 3.3 Union Business Leave, subsection 3.3.B to read:

- B. Subject to the need for orderly scheduling and any emergency needs, and upon ~~thirty (30) days~~ eight (8) days advance written notice or upon advance written notice as is reasonably practicable if circumstances do not allow for eight (8) days advance notice, the Employer agrees to release from work without loss of pay Union officials and representatives in order to attend bargaining sessions, membership meetings, executive board meetings, state conventions, national conventions, memorials, funeral services, seminars, conferences, or symposiums. It is provided, however, that this shall be limited to a maximum of ~~2640 hours~~ annually, effective January 1, 2014 2700 hours annually, of which 300 or fewer hours may be carried over to the following year.

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

10/4/2024

Fisher City 

4th Oct 24'


~~Chicago Fire Fighters Union, Local No. 2~~ City of Chicago, Counter Proposals

As Revised May 11, 2022

5/11/2022

For the City - Jof
For the Union - RSS

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

References to current Labor Contract are to green cover printed contract book (7/1/2017 - 6/30/2021).

Amend section 4.2 by adding subparagraph 4.2.C to read as follows:

Section 4.2 - Forty (40) Hour Employees

- C. Employees assigned to the Mobile Integrated Health Unit shall normally work ten (10) consecutive hours, four (4) days per calendar week. There will be two (2) shifts (A & B) rotating every two (2) weeks. The "A" shift will work Monday-Thursday one week and Tuesday- Friday the following week. The "B" shift will work Tuesday-Friday one week and Monday-Thursday the following week. Hours of duty will be 7:00 AM to 5:00 PM ten (10) hours beginning between 6:00 AM and 8:00 AM and ending between 4:00 PM and 6:00 PM. including a one (1) hour lunch period and three (3) fifteen-minute breaks, (two in the morning and one in the afternoon) each day. Furloughs will be selected in the customary manner.

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

If assigned weekend coverage, the following shall apply:

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

A list of the fifty-two (52) weekends per year will be sent to each affected member who will choose the weekends he/she wishes to be available for

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

work. Employees shall be assigned to the four (4) weekend work periods using seniority as the criteria.

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

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

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

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend section 4.3 by adding the underlined language to subparagraph 4.3.A to read as follows:

Section 4.3 - Break Periods - Meal Periods

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

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend the second paragraph of 7.6.A to read:

Forty (40) hour employees shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option. Administrative Days used by Fire Prevention Bureau and Mobile Integrated Health Unit employees shall be ten (10) hours each. Pay in lieu of Administrative Days off for all forty (40) hour employees shall be paid at eight (8) hours. Administrative Days will be used (or paid for) each calendar year and will not be carried over.

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend section 7.7 by adding subparagraph D to read:

~~D. — Employees granted an educational leave by the Employer to attend a standardized Community Paramedic education program recognized by the EMS systems within Region 11 shall continue to receive full pay and benefits for the duration of the leave which shall be for the entire period of time required to attend and complete the program.~~

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend section 7.8 by deleting the strikethrough language and adding the underlined language to subparagraph 7.8.A to read as follows:

Section 7.8 - Educational Reimbursement

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

A. To be eligible for reimbursement, each course taken must be job-related or necessary for a degree, and:

~~1. Each course taken must be job related or necessary for a degree.~~

21. Proof of acceptance for a degree program must be presented upon request ~~or proof of acceptance for a standardized education program recognized by the EMS systems within Region 11 must be presented upon request.~~ or

32. Each course taken must grant college or university level credit ~~or must grant a certificate after successful completion of a program approved by the EMS systems within Region 11.~~ or

43. Each course must be taken through an accredited college or university, including but not limited to on-line courses of study taken on-line, or EMT training facility within the State of Illinois, ~~or through a college or university approved by the EMS systems within Region 11 which provide a standardized education program approved by the EMS systems within Region 11.~~

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend the fifth paragraph of section 9.2.B to read:

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

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend section 16.4.B. by adding subparagraph 6 to read:

B. EMS and Ambulance Manning

6. No fewer than six (6) employees shall be assigned on a daily basis to the Mobile Integrated Health Unit ("MIHU") of which no fewer than three (3) shall have a rank or classification of either Paramedic, Cross Trained Firefighter EMT P, or Paramedic in Charge and of which no fewer than three (3) of the six (6) shall have a rank or classification of either Paramedic in Charge or Ambulance Commander. Effective upon ratification, assignments to the MIHU shall be subject to the bid process set forth in Section 16.7.C.1. Employees who successfully bid on an assignment to the MIHU shall be considered permanently assigned to the MIHU for the duration of the Department's program. If the current MIHU program is discontinued, the employees shall be assigned to EMS City-wide Relief. If the MIHU program becomes a fully approved program, the employees shall remain in their MIHU assignments unless the employee bids for and receives another assignment.

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend section 16.7 by deleting the strikethrough language and adding the underlined language to subparagraph 16.7.C.1 to read:

C. . Permanent Assignments and Transfers

1. Vacancies in a permanent assignment for any reason, including but not limited to any due to an assigned employee's retirement, resignation, promotion, transfer, death, discharge for cause, authorized leave of absence in excess of three (3) months, and any due to newly created assignments or positions in the Bureau of Operations, Bureau of Fire Prevention, and Bureau of Support Services shall be filled on the basis of seniority. Such assignment vacancies in the classifications and/or ranks of Firefighter, Lieutenant, Captain and Battalion Chief in the Bureau of Fire Prevention shall be filled on the basis of seniority by geographically designated offices in that Bureau, (i.e., South, West, North, Central and North Kedzie). It is provided, however, that upon the posting of reasonable job qualifications, such qualifications to be determined by the Employer, for the positions of Training Instructor, Training Officer, Fire Investigations, Squads, Hazardous Material Unit, Air Mask Service, Equipment and Supply, Communications Van, and Air Sea Rescue, and Mobile Integrated Health Unit, such jobs shall be filled on the basis of seniority by employees who have such qualifications. It is also provided that vacancies in permanent assignments on ALS Fire Companies shall be referenced separately as ALS Fire Companies on the posted lists of vacancy assignments: however, when an ALS Fire Company has a sufficient number of EMT qualified employees (which shall be fifteen (15) qualified employees), then the senior bidder, whether or not EMT qualified, shall be assigned to the ALS Fire Company.

**PROPOSALS CONCERNING THE MOBILE
INTERGRATED HEALTH UNIT**

Amend section 16.15 by adding the underlined language to read:

Section 16.15 - Specialty Pay

The following employees shall receive specialty pay equal to five percent (5%) of their annual salaries:

- Hazardous Material Technicians
- Certified Divers
- Certified Community Paramedics from an education program approved by the EMS systems within Region 11 who are assigned to the Mobile Integrated Healthcare Unit

Pro-rata payment shall be made quarterly in January, April, July and October. Newly hired employees may not receive Hazardous Material Technician specialty pay until commencement of Step 4 in the salary schedule.

The City shall maintain no fewer than 200 Certified Divers at any one time. In the event an employee is detailed or assigned to a unit or assignment where the employee is required to dive, the employee shall receive Diver Specialty Pay upon becoming a Certified Diver regardless of the number of Certified Divers then receiving Specialty Pay. Under no circumstances shall the Department require or permit an employee to dive who is not a Certified Diver. Provided further, no employee who is receiving this Specialty Pay as of the date of contract ratification shall be removed from the roster of employees receiving this Specialty Pay regardless of whether there is an excess of 200 Certified Divers.

Implementation JAB
Date: June 1, 2025

JAB
4/24/25

Jgm
25/ April 25
24

To UNION
12/11/24
11:00a.m.

References to current Labor Contract are to green cover printed contract book (7/1/2017 - 6/30/2021).

Amend section 4.2 by adding subparagraph 4.2.D to read as follows:

Section 4.2 - Forty (40) Hour Employees

D. Employees assigned to the Medical Administration and Regulatory Compliance Division (MARC) shall normally work ten (10) consecutive hours, four (4) days per calendar week. There will be two (2) shifts (A & B) rotating every two (2) weeks. The "A" shift will work Monday-Thursday one week and Tuesday- Friday the following week. The "B" shift will work Tuesday-Friday one week and Monday-Thursday the following week. Hours of duty will be ten (10) hours beginning between 6:00 AM and 8:00 AM and ending between 4:00 PM and 6:00 PM, including a one (1) hour lunch period and three (3) fifteen-minute breaks, (two in the morning and one in the afternoon) each day. Furloughs will be selected in the customary manner.

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

If assigned weekend coverage, the following shall apply:

- Each employee shall provide Saturday coverage a maximum of four (4) out of the fifty-two (52) weeks per year. Employees shall bid for weekends by seniority limited to when the employee's shift is assigned to Tuesday-Friday. If assigned to a weekend, the duty days shall be Wednesday, Thursday, Friday, and Saturday. Wednesday, Thursday, and Friday shifts shall be the normal ten (10) hour day. The Saturday shifts will each begin in the morning and last for eight (8) hours, (Saturday 8:00 AM to 4:00 PM), giving the employee a total of 38 hours worked that week and being paid for 40 hours. No other premium pay shall be applicable to those hours for the weekend selected.
- Procedure for establishing this Weekend Work Status List:
A list of the fifty-two (52) weekends per year will be sent to each affected member who will choose the Saturdays he/she wishes to be available for work. Employees shall be assigned to the four (4) weekend work periods using seniority as the criteria.
- Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during the Monday through Sunday workweek. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one hour at

one-half time hourly rate for each hour, or any portion thereof, less than such ten (10) hours.

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

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

References to current Labor Contract are to green cover printed contract book (7/1/2017 - 6/30/2021).

Amend section 4.2 by adding subparagraph 4.2.D to read as follows:

Section 4.2 - Forty (40) Hour Employees

- C. Employees assigned to the Public Education Division shall normally work ten (10) consecutive hours, four (4) days per calendar week. There will be two (2) shifts (A & B) rotating every two (2) weeks. The "A" shift will work Monday-Thursday one week and Tuesday- Friday the following week. The "B" shift will work Tuesday-Friday one week and Monday-Thursday the following week. Hours of duty will be ten (10) hours beginning between 6:00 AM and 8:00 AM and ending between 4:00 PM and 6:00 PM, including a one (1) hour lunch period and three (3) fifteen-minute breaks, (two in the morning and one in the afternoon) each day. Furloughs will be selected in the customary manner.

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

If assigned weekend coverage, the following shall apply:

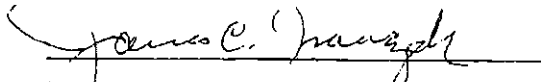
1. Each employee shall provide weekend coverage a maximum of four (4) out of the fifty-two (52) weeks per year. Employees shall bid for weekends by seniority limited to when the employee's shift is assigned to Tuesday-Friday. If assigned to a weekend, the duty days shall be Thursday, Friday, Saturday and Sunday. Thursday and Friday shifts shall be the normal ten (10) hour day. The Saturday and Sunday shifts will each begin in the morning and last for eight (8) hours, (Saturday 8:00 AM to 4:00 PM, and Sunday 8:00 AM to 4:00 PM), giving the employee a total of 36 hours worked that week and being paid for 40 hours. No other premium pay shall be applicable to those hours for the weekend selected.
2. Procedure for establishing this Weekend Work Status List:
A list of the fifty-two (52) weekends per year will be sent to each affected member who will choose the weekends he/she wishes to be available for work. Employees shall be assigned to the four (4) weekend work periods using seniority as the criteria.
3. Employees shall not normally be required to work with less than ten (10) hours off between shift assignments during the Monday through Sunday workweek. Any employee assigned to work with less than ten (10) hours off between shifts shall receive additional pay at increments of one hour at

one-half time hourly rate for each hour, or any portion thereof, less than such ten (10) hours.


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

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

November 8, 2024



(For the City)



For the Union

Low Hanging Fruit Proposals
April 24, 2025

Article 5 – Wages and Rates of Pay/Bonus

~~During the term of this agreement, all employees shall receive a one-time non-pensionable bonus of \$2,500.~~

e/s
Effective the ~~date of ratification~~
1st Quarter following
ratification of This agreement by Both Parties,
all employees shall receive a one-time
non pensionable bonus of \$2,500.

JJM
24 April 25

Section 5.1 - Annual Salary Schedule, subsection 5.1.D

The Employer counter-proposes:

- D. Paychecks shall normally be due and payable to employees at 0800 at their workplace on the established pay dates of the ~~first (1st) and sixteenth (16th)~~ first (1st) and sixteenth (16th) ~~seventh (7th) and twenty-second (22nd)~~ seventh (7th) and twenty-second (22nd) of each month. If the paychecks are available to the District Chiefs for earlier distribution, they shall not be unreasonably withheld. ~~Effective the first calendar year following the ratification of this Agreement, all~~ All paychecks (including twice monthly paychecks, overtime, holiday, duty availability, and clothing allowance) shall be subject to mandatory Green Slips). ~~In addition, beginning in January of the first calendar year following the ratification of this Agreement, the pay dates shall be the seventh (7th) and twenty-second (22nd) of each month. In addition, beginning in January of the first calendar year following the ratification of this Agreement, the pay dates shall be the seventh (7th) and twenty-second (22nd) of each month. Check stubs shall reflect the categories and dates of pay, i.e., overtime date(s) worked, holiday date(s) worked, grievance number or case number etc.~~

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

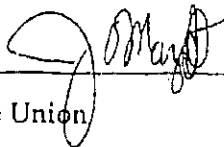
~~Compensation pursuant to settlement agreement or arbitration award shall be paid to the Employee or the Union on the pay date for the pay period following the period in which the settlement or award was signed, but in no event later than the third (3rd) pay period following the period in which the settlement or award was signed.~~

Effective upon ratification, whenever an employee 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

November 8, 2024



For the City



For the Union

Amended 7.2, as follows:

Add as a holiday

Juneteenth (June 19)

Modify, as follows:

For 40-hour employees, holidays will be observed on the day designated by the City for observance.

For the C.F.F.U., Local 2

[Handwritten Signature]

By: _____

Its: 5/25/2022

For the City of Chicago

[Handwritten Signature]

By: _____

Its: 5-25-2022

145

June 11, 2024

Chicago Fire Fighters Union, Local No. 2 and City of Chicago
Tentative Agreement May 23 June 11, 2024

Contract Section	Description	Pages
9.3	Promotions	1
LOA	Delete Letters of Agreement (pg. 136-138)	17
LOA	Fire Department Promotions Act superseded	18
LOA	Section 16.11.A	19
LOA	Section 9.3.A	20
App G	Appendix G	21

Tentative Agreement.

all 25 pages MB

For the Union MB

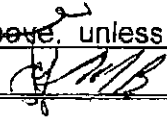
For the City Jay

Amend Sections 9.3.A, B and C to read:

Section 9.3 – Vacancies and Promotions

A. Vacancies

Promotional vacancies within the bargaining unit created as a result of death, resignation, retirement and discharge for just cause, and which the Employer must fill to maintain the minimum manning agreed to in this Agreement, shall be filled within forty-five (45) days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from established lists resulting from job related examinations given to the employees in classification immediately below the vacancy, and ~~effective upon contract ratification~~ an employee who was passed over on an eligibility list shall be permitted to take the examination and be placed on the eligibility list for the rank above that for which the employee was passed over (for example, a firefighter or engineer passed over for promotion to lieutenant shall be permitted to take the captains examination and be placed on the eligibility list for captains). ~~Effective upon contract ratification,~~ The Employer shall provide to employees while on duty training for and the cost of certifications necessary for promotion. The Employer shall offer classes/training, by seniority, prior to each promotional order by means of a Training List. Training lists shall be continuously updated and current and be made available to the Union upon reasonable request, but not later than three business days. An exception to seniority will be made if an individual on the eligibility list is identified for promotion and has not had an opportunity to complete the required class(es)/training due to lack of seniority. Nothing herein shall prevent an employee from availing themselves of training while off-duty. The Employer shall not be required to offer training for certifications necessary for promotion while on duty to an employee on an eligibility list more than twice. An employee shall be detailed to 40-hours duty to attend promotional training for the certifications necessary for promotion to the ranks of Lieutenant, Captain, and Battalion Chief set forth in Section 9.3.B.2.c above, unless the employee elects to request a



training variance. The Employer may utilize training variances pursuant to Section 16.11.A.

Permanent assignments to vacant promotional positions shall be in accordance with the provisions of Article XVI, Section 16.7.

Effective upon ratification promotional examinations shall not be utilized for the classification of Engineer. Promotions to Engineer shall be pursuant to the process below, and not pursuant to Section 9.3.B except that, the Department shall continue to promote to Engineer from the eligibility list in effect at the time of contract ratification through December 31, 2027 or until all employees on the 2022 Engineer's list are promoted, whichever comes first. Thereafter, promotions to the classification of Engineer shall be pursuant to the following process set forth below (e.g. promotions in 2028 shall be based on Certifications presented in 2027).

To be eligible for promotion to Engineer, employees must obtain Fire Apparatus Engineer ("FAE") and Fire Service Vehicle Operator ("FSVO") Certifications. Employees must obtain the above Certifications and present satisfactory proof of such Certifications to the Department, by the end of the calendar year in order to be eligible for promotion in the following calendar year. The Department shall compile a list, in seniority order, of all employees who possess the required Certifications as of December 31. This list shall be the eligibility list for the subsequent calendar year and be provided to Local 2. Only employees who possess the required Certifications as of December 31 shall be eligible for promotion in the subsequent year. Beginning on January 1, and continuing through December 31 of the promoting year, the Department shall make promotions to Engineer in seniority order from the list. Employees who obtain the required Certifications during the year shall be eligible for promotion to Engineer in the subsequent year.

Employees seeking to obtain FSVO and FAE certifications while on duty must notify the Department by November 1 of the year preceding the year in which they seek to obtain the training. Thereafter the completion and acceptance of FAE training while on duty will be the employee's irrevocable commitment to accept promotion, as provided in subsection B.2.d. Before January 1 of the year of training the Department shall notify the Union and the employees of the dates of training for any required certification. The Employer shall offer training, by seniority. The Employer may utilize training variances pursuant to Section 16.11.A. This does not restrict any member from obtaining FAE certification on their own time.

B. Promotional Eligibility Lists

1. No employee shall be eligible to take a promotional examination until the employee has completed the probationary period. The ranking of employees on promotional lists shall be based upon the employee's ascertained merit which shall be determined by promotional examinations consisting of the following three (3) criteria: written exam, seniority, and oral/proficiency written competency-based assessment (hereafter referred to as the "administered examination"). Promotions shall be made on the basis of the administered examination, ~~and effective for administered examinations given after January 1, 1997, promotions may also be made pursuant to a performance selection process as set forth in subparagraph 4. The weights to be accorded the criteria of the administered examination shall be consistent with the requirements of federal law, and are subject to review by the Justice Department. The City will announce the weights of the criteria of the administered examination at the time the Department of Personnel officially announces the examination.~~

~~Effective for administered examinations given after January 1, 2003, contract ratification for the positions of Engineer, Lieutenant, Captain, and~~

Battalion Chief, the total weight assigned to the applicable written criteria shall be: ~~no less than twenty five percent (25%)~~ thirty-five percent (35%); the total weight assigned to the ~~oral/proficiency~~ written competency-based assessment criteria shall be ~~no less than twenty five percent (25%)~~ thirty-five percent (35%); and the total weight assigned to the seniority criteria shall be ~~no less than thirty percent (30%)~~ of the final score of the administered examination.

Full mark for seniority shall be given, as follows:

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

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

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

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

- a. For promotion to ~~Engineer~~, Lieutenant, and/or Captain.

June 11, 2024

cf P/B

Any candidate who has an Associate's degree in Fire Science, or a Bachelor's degree in any field of study/concentration, ~~or who has an EMT-B or EMT-P license and functions in that capacity for the City will receive one point the full amount of credit. Candidates will be required to provide proof of degree and/or licensure at the time of the examination announcement.~~

b. For promotion to Battalion Chief.

or who has an EMT-B or EMT-P license & functions in that capacity for the City

Any candidate who has an Associate's degree in fire science, or a Bachelor's degree in any field of study/concentration, will receive one point the full amount of credit. Candidates will be required to provide proof of degree and/or licensure at the time of the examination announcement.

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

c. Questions on written exams for promotion will only be derived from the following sources, in effect and as posted by the Chicago Fire Department at the time of the examination.

- i. General Orders
- ii. Standard Operating Procedures
- iii. Operation Orders
- iv. Drill Manuals
- v. Manuals
- vi. Logistic Orders (excluding those concerning vacation/furlough selection)
- vii. Local 2 Contract
- viii. Special Directives
- ix. Safety Bulletins
- x. Quick Drills

- xi. Academy Notes
- xii. Training Bulletins
- xiii. Lesson Plans
- xiv. EMS Region 11 Policies & Procedures

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

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

It is provided, however, that irrespective of an employee's ranking on the eligibility list, an employee eligible for promotion to a vacancy in the position of Captain or Battalion Chief shall be passed over on the eligibility list and not be promoted if the employee has not completed at least three years (36 months) ~~thirty (30) months~~ in the classification immediately below the vacancy, ~~and n~~ No employee may be promoted to the position of engineer

and shall be passed over on the eligibility list without fifty-four (54) months in the classification of firefighter. A lieutenant shall be passed over on the eligibility list, without ~~six years (72 months)~~ fifty-four (54) months in the classification of firefighter and/or engineer.

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

- a. Except as otherwise provided below, ~~n~~No employee may be passed over on an eligibility list more than ~~two (2) orders~~ twice, unless the employee does not meet the time in grade requirements outlined above.
- b. ~~No employee shall be promoted from a new promotional eligibility list until all employees who may have been passed over on a previous promotional eligibility order have been promoted, unless the employee does not meet the time in grade requirements.~~
- e b An employee may be passed over on an eligibility list ~~order~~ only for the following reasons:
 - (i) At the time the vacancy occurs the employee is on an injury leave of six (6) months or more for a non-duty-related injury; provided, however, that upon the employee's return to duty from such leave he/she shall be promoted on the next order.
 - (ii) ~~A~~ A major disciplinary infraction (i.e. charges resulting in a suspension of fifteen (15) days or more) within the previous three years; provided, however, that if such disciplinary infraction is not sustained, the employee shall be promoted on

the next promotional personnel order. A disciplinary infraction may only be used once as a reason to pass over an employee on a promotional personnel order. ~~No disciplinary infraction may be used for more than one order as a reason to pass over an employee on a promotional order.~~

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

c. Prerequisites for Promotion to Engineer, Lieutenant, Captain and Battalion Chief.

Effective for administered examinations given after contract ratification, in order to be eligible to be promoted from the applicable eligibility list, the candidate(s) must possess, as of the date of promotion, the prerequisites and/or certifications listed below:

Engineer:

- i) Valid State of Illinois Driver's License—CDL, Class A, or non-CDL Class B only;
- ii) Fire Service Vehicle Operator OSFM Certification;
- iii) Fire Apparatus Engineer OSFM Certification.

Lieutenant: (Company Fire Officer (CoFo) will be provided as part of the Lieutenant promotional class):

- i) Valid State of Illinois Driver's License;
- ii) Fire Service Vehicle Operator OSFM Certification;
- iii) Firefighter III OSFM Certification or Advanced Technician Firefighter OSFM Certification;
- iv) Fire Service Instructor I OSFM Certification;

- v) Fire Service Instructor II OSFM Certification.

Captain:

- i) Each prerequisite required of candidates for Lieutenant;
- ii) Successful completion of the task book applicable to Company Fire Officer Certification or Fire Officer I OSFM Certification;
- iii) Fire Department Incident Safety Officer OSFM Certification.

Battalion Chief:

- i) Each prerequisite required of candidates for Captain;
- ii) Fire Department Safety Officer OSFM Certification.

For each certification listed above, the parties agree that the provisions of Section 7.8 (Educational Reimbursement) shall apply. Notwithstanding anything to the contrary in Section 7.8, in the event a particular certification is graded as pass/fail, the employee shall be eligible for reimbursement at the 100% rate if he or she passes.

The Employer shall specify in writing the specific reason in the event that it decides to pass over an employee on an promotion eligibility list.

- d. From the date an employee received notification of a promotion, the employee shall have five (5) calendar days within which to inform the department of the employee's election to accept or waive the promotion. Employees desiring to waive a promotion shall have the right to do so by signing a waiver as follows:

Promotion is waived for sixty (60) days until the next opportunity for a promoted position in the Fire Department immediately following the sixty (60) day period. If another promotion occurs before the sixty (60) day period, the employee shall be given the opportunity to accept such promotion, without being considered one (1) of ~~three (3)~~ two (2) ~~three (3)~~ waivers, provided Engineers being considered for promotion pursuant to 9.3.A shall be considered for one (1) waiver only.

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

3.

A. A Written Examination (Part I)

A copy of the answer sheet and the preliminary answer key shall be provided to the applicant upon the conclusion of the written examination and prior to the applicant's departure from the exam site. Each applicant for promotion shall be given a copy of his/her answer sheet following the conclusion of the written examination, prior to the candidate's departure from the exam site. Each applicant will be allowed in writing to challenge test questions and answers on the written examination. During the announced challenge period, the applicant will be allowed to review the written examination for that purpose. A copy of the correct answer key for the written examination shall be provided by the City to the Union after the promotional eligibility list has been finalized and approved by the Department of Justice. Following the challenge session, a copy of the corrected answer key, if any, shall be provided by the City to the Union within (60) days of the written examination administration. Upon request, the applicant shall thereafter have the right to receive a copy of the written examination.

B. Written Competency-Based Assessment (Part II)

A copy of the answer sheet and the preliminary answer key shall be provided to the applicant upon the conclusion of the written competency-based assessment and prior to the applicant's departure from the exam site. The written competency-based assessment score will be provided after scoring is finalized. Each applicant will be allowed in writing to challenge test questions and answers on the written competency-based assessment. During the announced challenge period, the applicant will be allowed to review the written competency-based assessment for that purpose. Upon request, the applicant shall thereafter have the right to receive a copy of the examination.

4. The City shall provide the Technical Report of a promotional examination to the Union ~~within~~ at least thirty (30) days ~~of a~~ prior to a promotion being made from the eligibility list created as a result of such examination.
45. Each eligibility list shall be retired and not be used after four (4) years from the date of the first promotion from the eligibility list and no promotions shall be made from that eligibility list after it is retired, except that the City may extend the list for up to one (1) year if a new eligibility list is not available. Further, an order from a court, State or Federal administrative agency or arbitrator mandating continued use of the eligibility list shall suspend the running of the four (4) year period. A new eligibility list shall be posted when the previous list is retired.
56. The Performance Selection process, (previous section 9.3.4.B.4. shall be deleted and there shall be no performance selection process or subjective evaluation process, except that nothing herein shall be interpreted as pertaining to the written competency-based assessment or course completion prerequisites listed above.

67. The City may charge an appropriate fee for all promotional examinations not to exceed the charge established by City Council Ordinance, which fee shall not exceed \$75.00.
78. In the event that any court of competent jurisdiction enjoins the City from making promotions pursuant to this Agreement, or issues a final and unappealable order that promotions be made in a manner inconsistent with the provisions of this Agreement, compliance with that order shall not be deemed a violation of this Agreement. In the event the City is unable to make further promotions without violating any such order, the City and Local 2 shall negotiate a resolution that permits promotions consistent with such order.

C. EMS Positions

1. Career positions within Emergency Medical Services (EMS) shall be:
 - a. EMS Field Chief
 - b. Ambulance Commander
 - c. Paramedic-in-Charge (P.I.C.)
 - d. Paramedic

2. No employee shall be eligible to take a promotional examination until the employee has completed the probationary period. The ranking of employees on promotional lists shall be based upon the employee's ascertained merit which shall be determined by promotional examinations consisting of three (3) criteria: written exam, seniority, and written competency-based assessment. Promotions shall be made on the basis of the administered examination.

JL
MB

Effective for administered examinations given after contract ratification for the positions of Ambulance Commander and Paramedic Field Chief, the

total weight assigned to the applicable written criteria shall be thirty-five percent (35%); the total weight assigned to the written competency-based assessment criteria shall be thirty-five percent (35%); and the total weight assigned to the seniority criteria shall be thirty percent (30%) of the final score of the administered examination.

The rank of Paramedic-in-Charge will not be a tested promotional rank. Promotions to PIC will be made based on seniority for those members who identify themselves for promotion to the rank.

Effective for administered examinations given after ratification for the positions of Ambulance Commander and Paramedic Field Chief:

Full mark for seniority shall be given, as follows:

- a. for promotion to Ambulance Commander – one hundred forty-four (144) or more months;
- b. for promotion to Paramedic Field Chief – two hundred four (204) or more months. Lesser amounts of seniority shall receive a pro-rata mark

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

4. Promotions to the positions of Paramedic Field Chief and Ambulance Commander shall be pursuant to promotional examinations utilizing the

same criteria for promotions to Battalion Chief and Captain as set forth in Section 9.3B.1., except for promotional prerequisites under Section 9.3.B.2.C. No list shall be used for more than four (4) years from the date of the first promotion from the eligibility list, pursuant to Section 9.3B.4, except that the City may extend the list for up to one (1) year if a new eligibility list is not available. Further, an order from a court, State or Federal administrative agency or arbitrator mandating continued use of the eligibility list shall suspend the running of the four (4) year period.

5. Promotions to the positions of Ambulance Commander and Paramedic Field Chief shall be pursuant to promotional examinations. For promotions to Ambulance Commander, any candidate who has an Associate's Degree in a medical-related field of study, or a Bachelor's degree in any field of study/concentration, will receive one point. Candidates will be required to provide proof of degree and/or licensure at the time of the examination announcement. For promotions to Paramedic Field Chief, any candidate who has an Associate's Degree in a medical-related field of study, or a Bachelor's degree in any field of study/concentration, will receive one point. Candidates will be required to provide proof of degree and/or licensure at the time of the examination announcement.

It is provided, however, that Irrespective of an employee's ranking on the eligibility list, an employee eligible for promotion to a vacancy in the position of Ambulance Commander or Paramedic Field Chief shall be passed over on the eligibility list and not be promoted if the employee has not completed at least thirty (30) months in the classification immediately below the vacancy.

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

a. Except as otherwise provided below, no employee may be passed over on an eligibility list more than twice, unless the employee does not meet the time in grade requirements outlined above.

b. An employee may be passed over on an eligibility list only for the following reasons:

(i) At the time the vacancy occurs the employee is on an injury leave of six (6) months or more for a non-duty-related injury; provided, however, that upon the employee's return to duty from such leave he/she shall be promoted on the next order.

(ii) A major disciplinary infraction (i.e. charges resulting in a suspension of fifteen (15) days or more) within the previous three years; provided, however, that if such disciplinary infraction is not sustained, the employee shall be promoted on the next promotional personnel order. A disciplinary infraction may only be used once as a reason to pass over an employee on a promotional personnel order.

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

7. No list shall be used for more than four (4) years from the date of the first promotion from the eligibility list, pursuant to Section 9.3B.4, except that the City may extend the list for up to one (1) year if a new eligibility list is not available. Further, an order from a court, State or Federal administrative agency or arbitrator mandating continued use of the eligibility list shall suspend the running of the four (4) year period.

8. a. ~~Field Chiefs shall be paid at the F6 pay rate, Paramedic-in-Charge (P.I.C) shall be paid at the F3A pay rate, (effective upon contract ratification at the F3AP pay rate), and Ambulance Commander at the F5 pay rate, and Field Chiefs shall be paid at the F6 pay rate.~~ There shall be appointed one (1) Ambulance Commander for each Ambulance Company. ~~After the initial appointment of Ambulance Commanders, transfer vacancies in the~~

Ambulance Commander position shall be filled pursuant to Section 16.7C. Promotions to the position of Ambulance Commander shall be made to employees in the position of P.I.C., ~~on the basis of seniority~~. Promotions to the position of Ambulance Commander shall be filled pursuant to 9.3.C.2. above.

b. Effective upon contract ratification, employees included on a Paramedic-in-Charge promotional eligibility list will be allowed no more than ~~three (3)~~-two (2) waivers when called for promotion. Any members having waived ~~three-two~~ times will be promoted on the next promotional order, in seniority order.

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

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

a. Questions on written exams for promotion will only be derived from the following sources. In effect and as posted by the Chicago Fire Department at the time of the examination.

- i. General Orders
- ii. Standard Operating Procedures
- iii. Operation Orders
- iv. Drill Manuals
- v. Manuals
- vi. Logistic Orders (excluding those concerning vacation/furlough selection)
- vii. Local 2 Contract
- viii. Special Directives
- ix. Safety Bulletins
- x. Quick Drills

- xi. Academy Notes
- xii. Training Bulletins
- xiii. Lesson Plans
- xv. EMS Region 11 Policies & Procedures and Standing Medical Orders!

Delete the following Letter of Agreement:

The following Letters of Agreement are deleted:
Promotions for Affirmative Action Purposes (pp.136-37);
Performance Selection Promotions (p. 138)

Tentative Agreement – ~~May 23~~ June 11, 2024

For the City

For the Union

June 11, 2024

[Date]

Robert S. Sugarman, Esq.
425 Davis Street
Evanston, IL 60201

Re: Fire Department Promotion Act

Dear Mr. Sugarman:

This will confirm the parties' agreement that the collective bargaining agreement is controlling over and supersedes all provisions of the fire department promotions act.

If the above comports with your understandings, please so indicate in the space provided below.

Very truly yours,

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

16.11.A- Training

Delete "... and of this total up to fifteen (15) may be officers."

City of Chicago

Chicago Fire Fighters Union, Local No. 2

Date

Date

June 11, 2024

April 26, 2024

Robert S. Sugarman, Esq.
425 Davis Street
Evanston, IL 60201

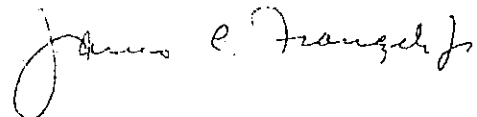
Re: Section 9.3A

Dear Mr. Sugarman:

This letter will confirm that nothing in the City's proposal dated April 23, 2024 collective bargaining agreement with respect to the use of training variances is intended to modify in any respect the application of manning and acting variances under Section 16.4.D.d.1.b or the application of training variances under Section 16.11.A, except for deletion of the limitation that no more than fifteen (15) officers may participate in such training on a daily basis.

If the above comports with your understanding, please so indicate in the space provided below.

Very truly yours,



James C. Franczek, Jr.

Acknowledged and Agreed to this
day of _____,

Roberts S. Sugarman, Attorney
Chicago Fire Fighters Union, Local No. 2

JCF:mp

cc: Via Electronic Mail
Cicely Porter Adams
Beniamino Capellupo
Brian Helmold
Brian Casey
Evan Haim
David Johnson
George Robinson

**CITY OF CHICAGO
AND
CHICAGO FIREFIGHTERS UNION,
LOCAL NO. 2**

Appendix G - Equal Opportunity

~~Section 1 - Compliance with Court Settlements and Decrees~~

~~The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring, promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs.~~

~~Section 21 - Hiring and Recruitment~~

A. Goals

~~The parties agree that hiring and recruitment programs of the Fire Department shall have as a goal to achieve and maintain robust employment opportunities for Chicago residents of socioeconomically disadvantaged areas. Such programs shall have a dual focus: to determine whether there exist barriers to such individuals applying for employment with the Fire Department (and to eliminate such barriers where they are found to exist) and, with respect to those who apply for employment, to determine whether there are obstacles to their successful completion of the hiring process (and to eliminate such obstacles where they are found to exist). Such programs shall be consistent with applicable law, to achieve in the shortest possible time a total force in which approximately thirty percent shall be Black and fifteen percent Hispanic. To this end, the hiring and recruitment programs should aim to assure that at least 45% of all recruits added to the force hereafter shall consist of Blacks and Hispanics. Within 90 days of the effective date of this Agreement the City will publish the initial steps it plans to take to remove all racial inequalities in the Chicago Fire Department.~~

B. Programs

~~In addition to such other recruiting procedures and programs as the Fire Department may use, the Department, in conjunction with the Department of Human Resources and other City Departments, will actively advertise for recruits in socioeconomically disadvantaged areas communities~~

~~primarily populated by Black and Hispanic residents~~ and will seek the aid of and will cooperate with ~~church and~~ community organizations/churches in such areas.

C. Union Engagement and Participation

The Union affirms its commitment to the goal of eliminating discrimination and in taking affirmative steps to ensure that the recruitment programs referenced above are robust and effective. To that end, the Union agrees to work cooperatively with the City and the Community Advisory Board, to actively participate in the recruitment programs in, and to utilize its resources and expertise of its members in making the recruitment programs as effective as possible.

~~Section 32 - Transfers and Promotions~~

A. Goal

The parties agree that the ~~transfer and~~ promotion policies of the Fire Department shall have, as a goal, the elimination of obstacles, unrelated to the needs of the job, that hinder the inclusion of Black and Hispanic personnel members of communities which historically have been under-represented in the Fire Department in all categories and all ranks. ~~in order to reach as quickly as is reasonably possible a level as close to 45% as is reasonably achievable.~~

B. Programs

1. Training

All members of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in service training and educational programs as well as opportunity for attendance at educational institutions, where necessary with adequate arrangements for paid time to permit the individual to participate in such programs.

2. Equality of Opportunity

Promotional ~~and transfer~~ opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications, shall be reviewed and any elements which have the effect of discrimination against ~~Blacks or Hispanics~~ members of communities which historically have been under-represented in the Fire Department shall, consistent with applicable law, be revised or modified. ~~be eliminated.~~ The Department will take all reasonable steps, by posting and other means, to encourage ~~Black and Hispanic members of the force and applicants for employment~~ such individuals to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

~~3. Remedying Past Discrimination~~

~~There shall be an immediate review of the status of all Black and Hispanic firefighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of this contract, the Department shall review the status of all Black and Hispanic members of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such individual to achieve promotion, and, if so, the facts supporting the conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieve a passing grade in such examinations and otherwise qualified, preference over other candidates for promotion with equal or lesser length of service.~~

a. ~~Establish of Responsibility for Implementation.~~ The City shall assign a special ~~Department Affirmative Action Equity~~ Officer to assure implementation of the Chicago Fire Department ~~Affirmative Action Equity~~ Plan. ~~The Affirmative Action Officer shall be of equivalent rank as an Assistant Commissioner.~~ It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intra-departmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor's Chief Equity Officer, ~~initially on a bi-monthly basis for six months, thereafter monthly.~~ The Equity Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the ~~Affirmative Action Equity~~ Plan and shall recommend remedial and corrective action where such is needed, copies of which shall be provided to the City and Union. This Officer will serve as a liaison between the City of Chicago and the Community Advisory Board of the Chicago Fire Department, apprising that body of the progress of the ~~Affirmative Action Equity~~ Plan through periodic reports of areas which need attention and corrective action, copies of which shall be provided to the City and Union. The Officer shall be responsible for monitoring the effectiveness of the recruitment programs. In addition, the Officer shall review the Department's previous promotional examinations and make recommendations to the City and Union so as to ensure that examinations are conducted in a manner that fulfills the commitment of the City and the Union to eliminate any discriminatory impact.

b. Agreement Prohibits Sex Discrimination Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the

same provisions herein recommended shall be applicable for female candidates within the Department.

c. The Union reaffirms its commitment, set forth in Section 13.4, to advancing the goal of equal opportunity. To this end, the Union agrees that provisions in the Agreement addressing promotions shall be reviewed on a regular basis to ensure that nothing in the provisions impairs or inhibits the advancing the goal of equal opportunity, and to make modifications to such provisions to enable advancing the goal of equal opportunity.

Section 43 - Community Advisory Board

A. Composition

The City of Chicago shall invite each of a reasonable number of community ~~and church~~ organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two (2) named by Local 2 of the International Association of Fire Fighters. In addition, representatives from the Fire Department, the Department of Human Resources, Local 2 Executive Board Officers, and the Public Safety Administration shall attend meetings of the Community Advisory Board.

B. Duties and Powers

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this ~~affirmative action section of this contract~~ Appendix G, reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The ~~Department~~ City agrees to make a Progress Report to the Board and Local 2 at least once a year, containing full data as to the nature of the recruitment, ~~hiring, transfer~~ and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of ~~Blacks and Hispanics~~ Blacks, Hispanics and other members of communities which historically have been under represented in the Fire Department hired, ~~transferred~~ or promoted during the year, and the number, percentage and geographical distribution of Blacks, ~~and Hispanics, and other members of communities which historically have been under-represented in the Fire Department.~~ holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The ~~Department~~ City will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions; including meeting room, secretarial

June 11, 2024

assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists and other personnel.

Amend Section 13.4.A. to read:

Section 13.4 – ~~Affirmative Action~~ Equity Plan

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

Tentative Agreement – May 23, 2024

For the City

For the Union

Memorandum of Understanding re Juneteenth
May 25, 2022

This letter will confirm the agreement of the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, beginning in 2022, in accordance with the City of Chicago's Salary Resolution, the holiday of Juneteenth will be added and included as a Recognized Holiday as defined by Section 7.2 of the collective bargaining agreement. ~~In 2022, the City of Chicago has designated Juneteenth to be observed on June 20, 2022.~~ *John Kess*

For the C.F.F.U., Local 2

For the City of Chicago

John S. Ryan
By: _____
Its: 5/25/2022

Ms. E. Trump
By: _____
Its: 5-25-2022

Hospitalization and Medical Coverage

Amend Section 12.1.B in the last paragraph, second (2nd) sentence to read:

However, coverage under a plan for such persons shall terminate when a person either reaches the age for full Medicare eligibility under federal law or age 65, whichever comes later, or ceases to be a dependent as defined in a plan, ~~whichever occurs first.~~

TAJ
9/24/15
DAB

JJM
4/24/15

February 24, 2022

Amend Section 16.4.A.1. to read:

1. The vehicle and equipment manning complements which are currently maintained shall continue to be maintained at those levels i.e. five (5) employees on all truck and engine companies, squad five (5) employees, of whom four (4) shall be certified divers on each squad company. (5) employees on two (2) HazMat units (5-1-1 and 5-1-2), and four (4) ~~men~~ employees on three (3) Command Vans, except as set forth in Section 16.4.D. .

The Parties withdraw their respective proposals with respect to a diver in training.
regarding 16.4.A.6.B.

For the C.F.F.U., Local 2

For the City

RSS

JOB

By: Counsel

By: Counsel

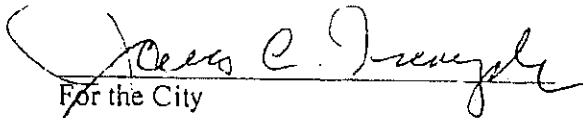
Its: 2/24/2022

Its: 2-24-2022

16.4.C.

4. To meet necessary manning requirements and operational needs, the Employer may detail cross-trained dual certified personnel on fire apparatus or ambulances. Such personnel detailed to an ALS ambulance shall act as the paramedic/driver and the EMS paramedic assigned or detailed to that ambulance shall act as the P.I.C. It is provided that no cross-trained dual certified personnel shall be detailed to an ALS ambulance more than four (4) of the employee's duty days in a calendar quarter (January-March, April-June, July-September, October-December), except for candidate cross-trained dual certified personnel shall not be detailed while they are a candidate cross-trained dual certified employee.

November 8, 2024



For the City



For the Union

November 1, 2021
C.F.F.U., Local 2

James C. Franczek, Jr., Esq.
Franczek P.C.
300 South Wacker Drive, Ste 3400
Chicago, Illinois 60606-6785

RE: Referral Physicians

Dear Mr. Franczek:

This will confirm the agreement between the City and Local 2 regarding the list of approximately 800 referral physicians maintained by the City. An employee seeking a referral for an injury on duty or a duty-related injury or disability shall be allowed to select any physician on the list within the specialty appropriate for treatment for the employee.

It is acknowledged that the City has the right to add to or remove physicians from the list, provided that physicians will not be removed from the list for arbitrary or capricious reasons. The City agrees to meet with representatives of Local 2 upon the request of either for the purpose, among others, to discuss the composition of the referral list, including but not limited to suggestions for expansion of the list and inquiries concerning removals from the list.

Your confirming this agreement in the space below will be appreciated.

Very truly yours,

Robert S. Sugarman
Attorney
Chicago Fire Fighters Union, Local No. 2

Acknowledge and Agreed to this

_____ day of _____, 2021

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

RSS/ll

12-9-2021
for sign the City

March 1, 2022

OK
RSS
[Signature]

James C. Franczek, Jr., Esq
Franczek P.C.
300 South Wacker Drive - Suite 3400
Chicago, IL 60606-6785

Re: Medical Status (Lay-up)

Medical Order

Dear Mr. Franczek:

This will confirm the agreement between the City and Local 2 that employees
while on Medical Status (Lay-up), with ~~prior written approval of the Chief of Medical,~~
may attend continuing education requirements and attend requirements necessary for
certifications or monthly training. *and in accord with the Medical Order*
correct

all

Your confirming this agreement in the space below will be appreciated.

Very truly yours,

Robert S. Sugarman
Attorney
Chicago Fire Fighters Union, Local

Acknowledged and agreed to this

_____ day of _____, 2022.

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

RSS/ll

TR 4/24/25
JAS
Jgom
4/21/25

Cross Training Program Eligibility

Supplemental Letter of Agreement regarding Cross Training Program Eligibility:

James C. Franczek, Jr.
Franczek P.C.
300 South Wacker Drive, Ste. 3400
Chicago, Illinois 60606-6785

Re: Cross Training Program Eligibility

Dear Mr. Franczek:

This will confirm the agreement between the City and Local 2 that the EMS employees eligible to enter into the Cross Training Program shall be given at least thirty (30) calendar day notice prior to start date of the training program in order to complete any necessary medical requirements. Upon receipt of the notice, the employee shall have seven (7) calendar days to accept the offer to participate in the training program. Failure to accept the offer within the seven (7) calendar day period shall be deemed a waiver. In the event it is necessary to contact additional eligible EMS employees to satisfy the 10% requirement in Section 16.4.C.1, it is understood that the thirty (30) calendar day notice requirement shall not apply to them.

Your confirming this agreement in the space below will be appreciated

Very truly yours,

~~Robert J. Marzullo~~ Jerry J. Marzullo
Attorney
Chicago Fire Fighters Union, Local 2

Acknowledged and Agreed to this

Day of 2024

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

Supplemental Letter of Agreement regarding Positive Presence Marijuana:

James C. Franczek, Jr., Esq.
Franczek P.C.
300 South Wacker Drive, Suite 3400
Chicago, IL 60606-6785

Re: Positive Presence Marijuana

Dear Mr. Franczek:

This confirms the parties' agreement that the Department will not deem it a violation of the random testing policy for an employee who tests positive for marijuana, provided the employee is not on a last chance agreement.

Your confirming this agreement in the space below will be appreciated.

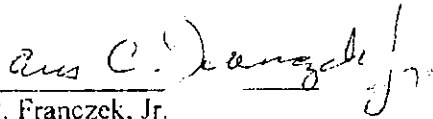
Very truly yours,



Labor Counsel
Chicago Fire Fighters Union, Local No. 2

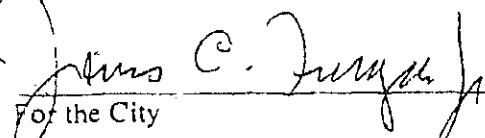
Acknowledged and Agreed to this

day of _____, 20__.



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

November 8, 2024



For the City



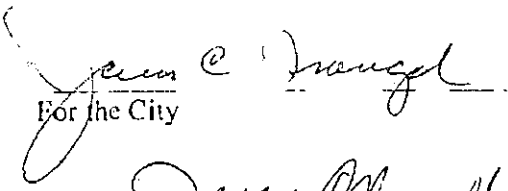
For the Union

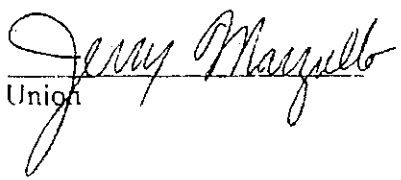
Amend Memorandum of Understanding Between the City of Chicago and Chicago Fire Fighters Union, Local No. 2 Regarding Retiree Health Care Benefits subsection B.2.i.) to read:

j.) Effective January 1, 2015, employees retiring on or after the age fifty-five (55) and before age sixty (60) shall contribute for the cost of this benefit 2%, effective ~~January 1, 2021,~~ January 1, 2022, 3.5% of the annuity received from the Firemen's Annuity and Benefit Fund of Chicago, which contributions shall remain in effect until the employee no longer avails himself or herself of the benefit, reaches age sixty-five (65), or reaches the age for full Medicare eligibility under federal law, whichever comes later. Employees who retire on or after age sixty (60) pursuant to Section 12.1 of the Agreement shall continue to receive health care benefits at no cost as provided therein. Effective ~~January 1, 2021,~~ January 1, 2022 employees who retire on or after age 60 and before age 63 pursuant to Section 12.1 of the Agreement shall contribute for the cost of this benefit 1.5% of the annuity received from the Firemen's Annuity and Benefit Fund of Chicago, which contributions shall remain in effect until the employee no longer avails himself or herself of the benefit, reaches age 65 or reaches age for full Medicare eligibility under federal law, whichever comes later. However, employees who are mandatorily retired and those who retire on or after age 63 shall not be required to contribute to the cost of this benefit, which shall remain in effect until the employee no longer avails himself or herself of the benefit, reaches age 65 or reaches the age for full Medicare eligibility under federal law, whichever comes later.

Note: Per Section 5.1.C. Retroactive adjustments and/or compensation are required.

November 8, 2024


For the City


For the Union

CFFU Local 2
March 1, 2023
Proposal

Amend Supplemental Letter page 167 Employee Assistance Program to read:

March 1, 2023

James C. Franczek, Jr., Esq.
Franczek, P.C.
300 South Wacker Drive, Ste 3400
Chicago, Illinois 60606-6785

RE: Employee Assistance Program

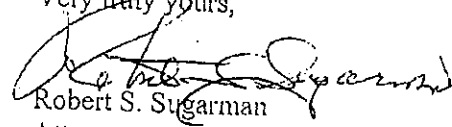
Dear Mr. Franczek,

This will reconfirm the agreement of the City and Local 2 that, effective January 1, 2023 and each January thereafter for the term of the contract, the City will contribute the annual sum of \$65,000 in the first quarter of each year to the following recipients in the following amounts:

Rosecrance	\$30,000	<u>\$45,000</u>
Guildhaus	\$25,000	
Labor Assistance Professionals	\$10,000	<u>\$20,000</u>

It is further agreed that employees shall be allowed to utilize out of state EAP treatment centers.

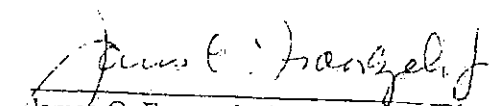
Very truly yours,



Robert S. Sugarman
Attorney
Chicago Fire Fighters Union, Local No 2

Acknowledged and Agreed to this

17th day of March, 2023



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

6. **LOA Reporting to Medical Section**

Supplemental Letter of Agreement regarding Medical Section in Uniform

James C. Franczek, Jr.
Franczek P.C.
300 South Wacker Drive, Ste. 3400
Chicago, Illinois 60606-6785

Re: Reporting to Medical Section

Dear Mr. Franczek:

This will confirm the agreement between the City and Local 2 to amend General Order 16-006, Section D 2 to state "Employees shall report to the Medical Division on scheduled dates and times in the ~~appropriate dress or modified dress~~ Class D uniform."

Your confirming this agreement in the space below will be appreciated.

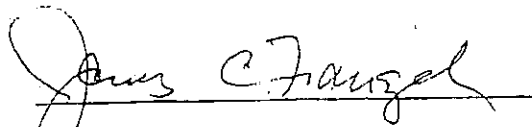
Very truly yours,

Robert S. Sugarman
Attorney
Chicago Fire Fighters Union, Local No. 2


Acknowledged and Agreed to
this _____ Day of _____ 2024

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

November 8, 2024



For the City



For the Union

January 25, 2023

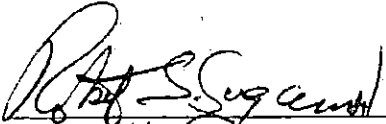
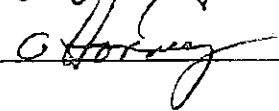
Local 2 and City of Chicago


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

The Department will not deem it a violation of the random testing policy for an employee who tests positive for marijuana, provided the employee is not on a last chance agreement.

Chicago Firefighters Union, Local 2

City of Chicago

By: 
Its: 


ATTORNEY

CITY OF CHICAGO PAID PARENTAL LEAVE POLICY

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").

Overview

This policy applies to all City of Chicago employees. *An employee must be eligible for an approved FMLA leave in order to take paid parental leave. An employee is eligible for FMLA leave if they have been employed with the City for at least twelve (12) months before taking leave and worked at least 1,250 hours during the 12-month period immediately preceding the leave.*

Eligible employees may receive up to a total of twelve (12) work weeks of paid parental leave for either the birth of the employee's biological child or children (to include the employee's biological children born using gestational surrogacy), or for the adoption or foster of a child or children by the employee. Any paid parental leave is to be taken within the first year following either the child or children's date of birth, or the initial date of placement in the employee's home in the case of adoption or foster care. Paid parental leave may only be taken once per birth or placement event and must be used before a biological child turns one (1) year old or prior to the one (1) 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.

Eligible employees who are acting as gestational surrogates may receive up to eight (8) work weeks of paid leave for their own recovery from routine childbirth. If postpartum complications arise that require additional leave beyond the routine recovery period, the employee may receive up to a maximum total of twelve (12) work weeks of paid leave. Sufficient medical certification must be provided to the employee's department HR Liaison in order to approve the additional leave time. Such paid leave may only be taken once per birth event and must be taken within one (1) year following the event. Any unused paid leave will be forfeited at the end of such a rolling year period.

Paid parental leave may be requested on a continuous, intermittent, or reduced schedule* basis. Intermittent and reduced schedule parental leave must be mutually agreed upon by the employee and their department head, or their designee, prior to the start of the leave. If the employee and

* Reduced schedule is not available for CFD members, due to operational needs.

their department head, or their designee, cannot mutually agree to an intermittent or reduced schedule, the employee has the right to take the leave on a continuous basis.

Utilizing paid parental leave will not have a negative impact on employment status. Additional paid options following the exhaustion of paid parental leave include the use of available accrued vacation time, compensatory time (as applicable), and/or personal days in accordance with the department's normal established work rules. Employees may also request an unpaid Personal Business Leave under the Personnel Rules, the approval of which is at department discretion. If an employee is eligible for FMLA in the next calendar year and wishes to request additional leave for parental bonding, such leave will be processed pursuant to the City's FMLA policy.

Any fraudulent attempts to obtain paid parental leave may result in discipline, up to and including discharge.

Procedures

I. Requesting Paid Parental Leave

- a. To request paid parental leave, eligible employees must submit both a completed Request for Leave of Absence Form and an Application for Family And Medical Leave to the department's HR Liaison at least thirty (30) days prior to the start date of the leave. To the extent 30 days' notice is not possible, the employee must submit these forms to the department's HR Liaison as soon as possible.
 - i. If an unforeseen medical condition or complication requires an employee to stop working prior to the originally anticipated start date of the leave, the employee must provide as much advance notice as reasonably possible to their department's HR Liaison by submitting doctor verification of the need to start the leave early. Paid Parental Leave will begin as of the employee's confirmed date of delivery, but FMLA (unpaid leave) may apply to medically necessary prenatal bed rest.
- b. Gestational surrogates requesting paid leave must also submit:
 - i. A medical certification confirming the pregnancy, the employee's status as a gestational surrogate, and indicating the estimated date of delivery (to be confirmed by the employee upon delivery of the child or children).
- c. Biological parents requesting paid leave must also submit either:
 - i. A medical certification, confirming the pregnancy and indicating the estimated date of delivery (to be confirmed by the employee upon delivery of the child or children); OR
 - ii. A birth certificate within sixty (60) days of taking the leave.
- d. Employees requesting paid adoption leave must also submit either:

- i. A certification from an adoption agency confirming that the employee has been matched by the agency with a child or children and the initial date of placement in the employee's home; OR,
 - ii. A birth certificate within sixty (60) days of taking the leave confirming that the employee is the adoptive parent.
- c. Employees requesting paid foster leave must also submit:
- i. A certification from a state or private foster agency confirming that the employee has been matched by the agency with a child or children and the initial date of placement in the employee's home.

II. During Leave

- a. If an employee needs to request leave beyond their Paid Parental Leave (beyond the 12 weeks provided under FMLA), the employee must complete a PER 73 Form and provide a copy to their HR Liaison at least two (2) business days prior to the expiration of the originally requested Paid Parental Leave. To the extent 2 business days' notice is not possible, the employee should submit the request as soon as possible. If applicable, the employee should also provide a statement from their health care provider stating the reason for and the projected length of the extension.

III. Return From Leave

- a. The first regularly scheduled workday after the expiration date of the requested leave is the scheduled return date for the employee. The employee must return to work on that date unless they have requested and been granted an extension of their leave. Failure to report to work on the schedule return date be considered as their resignation under Section 8.2(E) of the CBA.
- b. Any uniform CFD member who is on leave for 90 days or greater will be required to complete re-training prior to their return to duty.
- c. Any uniform CFD member who is on leave for 3 months or greater may lose their assignment, as set forth in Section VIII. G. of the CBA.
- d. Should an employee wish to return to work prior to the expiration of the leave they must notify their department's HR section within at least two (2) business days prior to their intended early return date.
 - i. For routine recovery from childbirth, the employee does not need to provide a return-to-work certification unless they have restrictions or if complications arise that keep the employee from returning to work at the expiration of their leave.

- ii. If restrictions are present, the employee must notify their HR Liaison and provide completed Reasonable Accommodation forms to either their department's Disability Liaison or the City's Disability officer (phone: (312) 744-4969 | email: disabilityaccommodations@cityofchicago.org).
- iii. If complications are present that keep the employee from returning to work, the employee must provide a new Request for Leave of Absence Form and medical certification to their HR Liaison at least two (2) business days prior to the expiration of the originally requested leave. To the extent 2 business days' notice is not possible, the employee should submit the request as soon as possible. The medical certification should state the reason for and the projected length of the extension due to medical necessity.

IV. Parental Leave and Medical Lay-Up

- a. CFD's 2017 Pregnancy Leave Policy will remain in full force and effect.
- b. A CFD member's use of Parental Leave will be applied against their Non-Duty Lay-Up time, as defined by Section 7.3 of the CBA and the Medical Order (G.O. 16-006). However, the movement restrictions associated with medical lay-up are not applicable while on Parental Leave.
- c. An employee ~~who had previously~~ ^{Res} who had previously furlough ~~scheduled~~ ^{R&R} during the time of his/her Paid Parental Leave shall not have their furlough rescheduled. For the purpose of non-duty medical lay-up accounting, furlough days taken during an employee's Paid Parental Leave will not be counted as non-duty medical lay-up days when calculating an employee's remaining non-duty medical lay-up time.

FRANCZEK

300 SOUTH WACKER DRIVE SUITE 3401 CHICAGO IL 60606
T 312 986 0300 F 312 986 9192 FRANCZEK.COM

JAMES C. FRANCZEK, JR.
312.786.6110
jcf@franczek.com

June 11, 2024

Robert S. Sugarman, Esq.
425 Davis Street
Evanston, IL 60201

Re: COFO

Dear Mr. Sugarman:

This letter will confirm the parties' understanding regarding CID's agreement to provide classes/training for Company Fire Officer (COFO) to members already holding the rank of Lieutenant or Captain.

Any Lieutenant or Captain who has not completed COFO classwork previously must self-identify as needing and requesting to complete COFO, via a Form 2 memorandum to the Deputy Commissioner of Administrative Services. Employees seeking to obtain COFO, while on duty, must notify the Department by November 1 of the year preceding the year in which they are seeking the COFO course training. Beginning in the year in which the member is seeking COFO training, the Department will provide the member the opportunity to participate in COFO training. The Department shall not be required to offer to any such Lieutenant or Captain who has not completed COFO classwork previously.

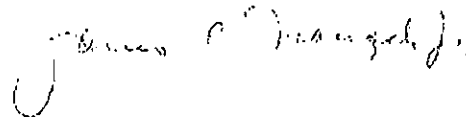
Those Lieutenants and Captains who self-identify and notify CID required above will be provided opportunity to complete COFO classwork with a Lieutenant's promotional class. CID agrees to provide opportunities to complete COFO with scheduled Lieutenants' promotion classes through December 2026 or 18 months following ratification of the collective bargaining agreement, whichever occurs later. Any Lieutenants and Captains who have self-identified and timely notified who do not accept an opportunity to complete the COFO classwork offered by CID will not be provided on-duty COFO classwork after the stated time has passed.

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If the above comports with your understanding, please so indicate in the space provided below.

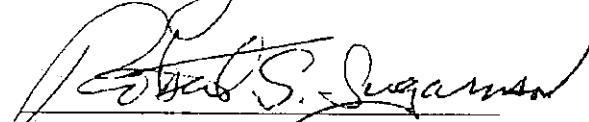
Very truly yours,



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

Acknowledged and Agreed to this

11th day of June, 2024.



Robert S. Sugarman
Attorney
Chicago Fire Fighters Union, Local No. 2

JCF:mp