
AGENDA



CHICAGO CITY COUNCIL

REGULAR MEETING
JANUARY 24, 2024 AT 10:00 A.M.

COUNCIL CHAMBER, SECOND FLOOR
CITY HALL, 121 N. LASALLE ST.
CHICAGO, IL 60602

CHICAGO CITY COUNCIL



Council Chamber, Second Floor
City Hall, 121 N. LaSalle St.
Chicago, IL 60602

MEETING DATE: January 24, 2024

City Council Regular Meeting Agenda *

**Agenda items are shown in bold font. Text not in bold font is explanatory, for the convenience of the reader.*

In accordance with Rule 3 of the City Council Rules of Order and Procedure, the following is the agenda and order of business for regular City Council meetings:

1. Call to order by the Mayor.

The Mayor, or in his or her absence the President Pro Tempore, calls the City Council to order to begin the meeting.

2. Call of the roll.

The City Clerk calls the roll of members present beginning with the 1st Ward.

3. Determination of Quorum.

If a quorum is present, the Council may proceed. A quorum consists of the majority of the members of the City Council, including the Mayor. If no quorum is present, the City Council shall, by majority vote of the members present, move to recess or adjourn.

4. Pledge of Allegiance.

The Pledge of Allegiance is recited by the members of the City Council and assembled guests.

5. Invocation.

An invocation is given.

*The committee agendas/reports posted on the Chicago City Council Calendar list the items that may be called for a vote at the City Council meeting and are considered to be part of the City Council meeting agenda.

6. Public Comment.

Members of the general public may address the City Council on subject matters appearing on meeting agenda.

7. Reports and Communications from the Mayor.

Reports and communications from the Mayor and City departments are announced into the record by the City Clerk and sent to the appropriate committee unless there is 2/3 vote to Suspend the City Council's Rules of Order and Procedure and consider them immediately. The Mayor or Presiding Officer may also present resolutions or proclamations.

8. Communications from the City Clerk.

The City Clerk apprises the City Council of communications from various departments and agencies that were filed in his or her office from the time of the previous meeting. The City Clerk also notes the publication of the previous City Council Journal and other documents required or requested to be published. Matters submitted to the City Clerk by members of the general public or other entities requiring City Council approval are also introduced and referred to the appropriate committee for deliberation.

9. Reports of Standing Committees.**

Standing committee chairs report out to the full City Council the recommendations of the membership on matters under their consideration. Joint committees comprising two or more standing committees also report their recommendations at this time.

**The committee agendas/reports posted on the [Chicago City Council Calendar\(link is external\)](#) list the items that may be called for a vote at the City Council meeting and are considered to be part of the City Council meeting agenda.

10. Reports of Special Committees.

Special committee chairs present their reports. Special committees are created by resolution adopted by 2/3 affirmative vote of the alderpersons entitled by law to be elected.

11. Agreed Calendar.

Non-controversial resolutions honoring or paying tribute to individuals or organizations or ceremonial in nature are considered under the Agreed Calendar and on recommendation of the Chair of the Committee on Committees and Rules, they are voted upon as a group by the full City Council. The Agreed Calendar is also commonly referred to as the Consent Calendar.

12. Presentation of petitions, communication, resolutions, orders, and ordinances introduced by Alderpersons.

The City Clerk will "Call the Wards" and read into the record new legislative proposals (ordinances, orders, petitions, resolutions, or other original matters) introduced by alderpersons on a variety of topics including but not limited to Municipal Code amendments, traffic regulations, zoning matters, licensing requirements, etc. The order of presentation alternates each meeting beginning with the 1st Ward on one meeting, then the 50th Ward on the next succeeding meeting, and so forth.

Under City Council Rules, all legislative matters introduced are automatically referred to a City Council Committee without debate, unless there is a 2/3 vote of the members (34 votes are required) to suspend the rules to allow immediate consideration of the matter in question.

Matters may be referred to a Joint Committee for consideration; however, if two or more committees are called, the subject matter is referred, without debate, to the Committee on Committees and Rules.

13. Correction and approval of the Journal of the Proceedings of the last preceding meeting or meetings.

Corrections to the Journal of Proceedings are presented and referred to the Committee on Committees and Rules for review. The Chair of the Committee on Finance will also recommend that the full City Council approve of the Journal(s) of the last preceding regular meeting, as corrected, as well as any special meetings which occurred from the time of the last City Council meeting.

14. Unfinished Business.

Alderpersons may request that the City Council call up for consideration previously deferred items. Notification of intentions to consider such matter(s) must be given to all alderpersons and must clearly identify the item intended to be called up for a vote.

15. Miscellaneous Business.

At this point in the meeting, any alderman may motion to discharge a committee from further consideration of a matter which has been pending in committee for more than 60 days. The motion to discharge requires a majority vote of all alderpersons (26 votes are required).

16. Ordinance setting the next regular meeting.

An ordinance is presented setting the date and time of the next regular meeting of the City Council. If no meeting date is set, then in accordance with the Municipal Code, the regular meeting shall be held at 10:00 a.m. of every second and fourth Wednesday of each calendar month.

17. Roll call on omnibus.

An omnibus vote is a single roll call vote taken and applied to all items not voted upon separately, or for which another vote was not employed during the course of the meeting.

18. Adjournment.

If no further business is to be considered and the meeting is concluded, then a motion is made to adjourn.

Committee on Finance



CITY OF CHICAGO

COMMITTEE ON FINANCE

CITY COUNCIL

CITY HALL - ROOM 302
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

ALDERMAN PAT DOWELL
CHAIRMAN

PHONE: 312-744-3380

**AGENDA OF MATTERS
TO BE CONSIDERED
BY THE
COMMITTEE ON FINANCE
MONDAY, JANUARY 22, 2024
10:00 A.M.**

CITY HALL – SECOND FLOOR - COUNCIL CHAMBER

MONTHLY RULE 45 REPORT

- Approval of the December 2023 Monthly Rule 45 Report for the Committee on Finance

DEPARTMENT OF FINANCE

1. An ordinance concerning the designation of Municipal Depositories of City of Chicago and Chicago Board of Education for Fiscal Year 2024.
[\(O2023-0006400\)](#)
2. An ordinance concerning the issuance of City's Second Lien Wastewater Transmission Revenue Bonds Series 2024.
[\(O2023-0006398\)](#)

MISCELLANEOUS

3. A proposed order **authorizing** the payment of various small claims against the City of Chicago.
(Direct Introduction)
4. A proposed order **denying** the payment of various small claims against the City of Chicago.
(Direct Introduction)



CITY OF CHICAGO



COMMITTEE ON FINANCE

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121 NORTH LASALLE STREET
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ALDERMAN PAT DOWELL
CHAIRMAN

PHONE: 312-744-3380

DEPARTMENT OF LAW

5. A communication transmitting reports of cases in which verdicts, judgments or settlements were entered into for the month of **December 2023**.

6. Four (4) proposed orders authorizing the Corporation Counsel to enter into and execute Settlement Orders in the following cases:
 - A. *Brown v. Bryant*, Case No. 18C8011 (N.D. Ill.).
Amount: \$300,000.

 - B. *Jeffrey Haag*, Case No. 2020 L 000476 (Cir. Ct. of Cook Cty., Law Division).
Amount: \$375,000.

 - C. *Maya Kirk v. City of Chicago, a Municipal Corporation*, Case No. 2019 L 13385 (Cir. Ct. of Cook Cty., Law Division).
Amount: \$2,000,000.

 - D. *Gabray Carter, as Special Administrator of the Estate of Whitfield Marshall, deceased v. City of Chicago*, Case No. 2019 L 004603 (Cir. Ct. of Cook Cty., Law Division).
Amount: \$5,000,000.



Committee on
Budget & Government
Operations



CITY OF CHICAGO

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS
CITY COUNCIL
CITY HALL-ROOM 200
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

ALDERMAN JASON C. ERVIN
CHAIRMAN

PHONE: 312-744-3166
FACSIMILE: 312-744-9009

JANUARY 23, 2024
1:30P

AGENDA

Monthly Rule 45 Reports

- Approval of the Monthly Rule 45 Reports of October, November and December 2023.

Office of Budget and Management

1. Annual Appropriation Ordinance Year 2024 amendment within Fund 925.
(O2023-0006380)

City Council

2. Resolution regarding City Council Office of Financial Analysis Director.
(R2023-0006243)
3. Transfer of funds within Committee on Immigrant and Refugee Rights for Year 2023.
(O2023-0006405)



Committee on
Economic, Capital &
Technology Development



ALDERMAN, 36TH WARD
6560 WEST FULLERTON AVENUE
UNIT # C118 - SUITE A
CHICAGO, ILLINOIS 60707
WARD36@CITYOFCHICAGO.ORG
(773) 745-4636

GILBERT VILLEGAS
CITY COUNCIL
CITY OF CHICAGO

COUNCIL CHAMBER
CITY HALL - 2ND FLOOR
121 NORTH LASALLE STREET
CHICAGO, ILLINOIS 60602

COMMITTEE CHAIRMAN
ECONOMIC, CAPITAL & TECHNOLOGY DEVELOPMENT

COMMITTEE MEMBERSHIPS
ZONING, LANDMARKS & BUILDING STANDARDS

BUDGET & GOVERNMENT OPERATIONS

CONTRACTING OVERSIGHT & EQUITY

LICENSE & CONSUMER PROTECTION

HOUSING & REAL ESTATE

COMMITTEES & RULES

FINANCE

MEETING AGENDA

Agenda of Matters to be considered by the
Committee on Economic, Capital, and Technology Development

January 9, 2024

10:30 AM CT

In-Person

Roll Call

Approval of the December 2023 Rule 45 Monthly Report

Office of the Mayor

1. **A2023-0005707**
Sponsor: Mayor Johnson

Appointment of Ciere Boatright as Commissioner of Planning and Development

2. **A2023-0005709**
Sponsor: Mayor Johnson

Appointment of Ciere Boatright as member of Community Development Commission

3. **A2023-0006367** **Wards:** 46, 47
Sponsor: Mayor Johnson **Aldersperson:** Clay, Martin

Appointment of David W. Odefey as member of Special Service Area No. 31, Greater Ravenswood Commission

4. **A2023-0006368** **Wards:** 1, 32
Sponsor: Mayor Johnson **Alderspersons:** La Spata, Waguespack

Reappointment of David J. Ginople as member of Special Service Area No. 33, Wicker Park and Bucktown Commission

5. **A2023-0006369** **Wards:** 1, 32
 Sponsor: Mayor Johnson **Alderspersons:** La Spata, Waguespack

Appointment of Laura K. Botwinick as member of Special Service Area No. 33, Wicker Park and Bucktown Commission

6. **A2023-0006370** **Wards:** 1, 32
 Sponsor: Mayor Johnson **Alderspersons:** La Spata, Waguespack

Appointment of M. Virginia Maugeri as member of Special Service Area No. 33, Wicker Park and Bucktown Commission

7. **A2023-0006371** **Wards:** 1, 32
 Sponsor: Mayor Johnson **Alderspersons:** La Spata, Waguespack

Appointment of Dominika M. Hertsberg as member of Special Service Area No. 33, Wicker Park and Bucktown Commission

8. **A2023-0006372** **Wards:** 8
 Sponsor: Mayor Johnson **Alderspersons:** Harris

Appointment of Keila M. Colbert as member of Special Service Area No. 50, Calumet Heights/Avalon Commission

9. **A2023-0006373** **Wards:** 8
 Sponsor: Mayor Johnson **Alderspersons:** Harris

Appointment of Shonzette Cheeks as member of Special Service Area No. 50, Calumet Heights/Avalon Commission

10. **A2023-0006374** **Wards:** 3
 Sponsor: Mayor Johnson **Alderspersons:** Dowell

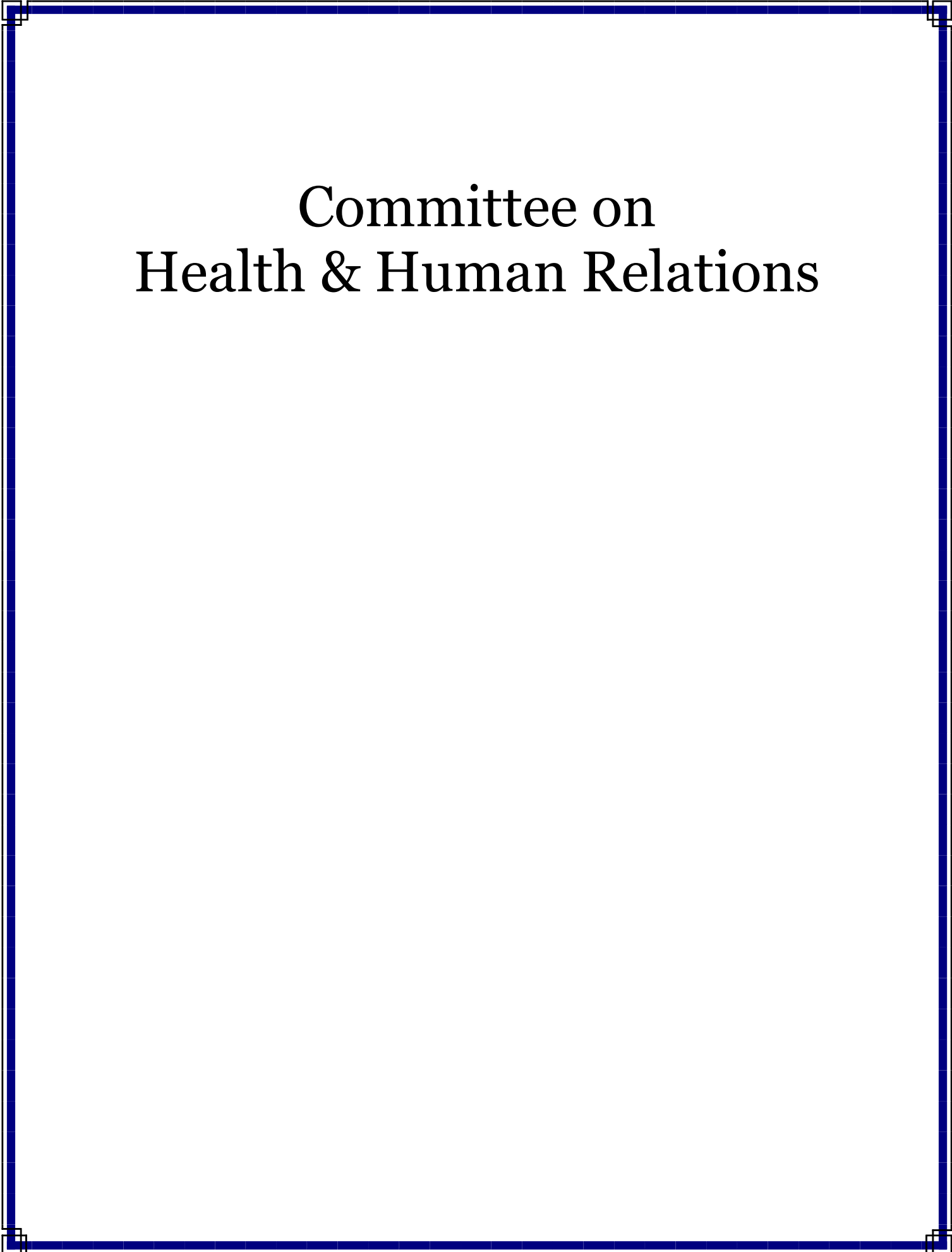
Appointment of Jamyron D. Whitaker as member of Special Service Area No. 56, Bronzeville Commission

11. **O2023-0006375** **Wards:** 30, 31
Sponsor: Mayor Johnson **Alderpersons:** Cruz, Cardona

Scope of services, budget and service provider agreement for Special Service Area No. 2, Belmont/Central

12. **O2023-0006376** **Wards:** 7, 10
Sponsor: Mayor Johnson **Alderpersons:** Mitchell, Chico

Scope of services, budget and service provider agreement for Special Service Area No. 5, Commercial Avenue



Committee on Health & Human Relations

33RD WARD OFFICE
4747 NORTH SAWYER
CHICAGO IL 60625
E-MAIL: INFO@33RDWARD.ORG

COUNCIL CHAMBER
121 NORTH LASALLE STREET
CHICAGO IL 60602
PHONE: 312-744-3373



CITY OF CHICAGO

ROSSANA RODRIGUEZ-SANCHEZ
ALDERPERSON, 33RD WARD

LATIN CAUCUS
(CAUCUS CHAIR)

COMMITTEE MEMBERSHIPS
HEALTH AND HUMAN REALITIONS
(COMMITTEE CHAIR)

BUDGET AND GOVERNMENT OPERATIONS

EDUCATION AND CHILD DEVELOPMENT

ENVIRONMENTAL PROTECTION
AND ENERGY

FINANCE

HOUSING AND REAL ESTATE

IMMIGRANT AND REFUGEE RIGHTS

December 14th, 2023

COMMITTEE ON HEALTH AND HUMAN RELATIONS AGENDA OF MATTERS TO BE CONSIDERED

Monday, December 18th, 2023 at 1:00pm
City Council Chambers

Meeting Agenda:

1. Roll Call
2. Public Commentary
3. Monthly Rule 45 Report
4. Items before the Committee
5. Adjournment

Monthly Rule 45 Report Approval of the November 14, 2023 Rule 45 Report of the Committee on Health and Human Relations

Items before the Committee:

1. **R2023-0005541** (Ald. Fuentes, 26)
"Call on U.S. Congress to clarify U.S. Tax Code to prevent misuse of Puerto Rican tax incentives and negative economic impact on people of Puerto Rico"
2. **R2023-0006422** (Ald. La Spata, 1)
"Expression of support for United Nations Resolution 377 known as 'Uniting for Peace'"

Ald. Rossana Rodriguez-Sanchez (33)

Chairperson, Committee on Health and Human Relations



Committee on Housing & Real Estate



CITY OF CHICAGO



BYRON SIGCHO-LOPEZ
ALDERMAN, 25TH WARD

SUMMARY OF REPORTS

Committee on Housing and Real Estate
Wednesday, January 17th, 2024
09:30 AM

Approval of December 2023 Rule 45 Report

- December 5th, 2023 **APPROVED**

Department of Housing

1. ([O2023-0006387](#)) Issuance of multi-family loan to Duo Development Corporation for acquisition of three buildings through Preservation of Existing Affordable Rentals Program.

(31st Ward, 33rd Ward) **PASSED**

2. ([O2023-0006388](#)) Issuance of financial assistance and loan restructuring to Brainerd Senior Preservation LP for acquisition and rehabilitation of building and adjacent facilities located at 8901-8925 S Loomis St.

(21st Ward) **PASSED**

Aldermanic Introduction

3. ([O2023-0004114](#)) Designation of 1868-1878 N Milwaukee Ave as Low-Affordability Community.

(32nd Ward) **PASSED**

Department of Fleet & Facility Management

4. ([O2023-0005776](#)) Public way easement agreement with 3305 Lawndale Dev LLC to maintain and operate drainage swale in portion of City property at 3300 S Kedzie Ave.

(22nd Ward) **PASSED**

Mayor's Office for People with Disabilities

5. ([O2023-0006379](#)) Intergovernmental agreement with Chicago Housing Authority regarding accessibility home modification program.

PASSED

Department of Planning and Development

6. ([O2023-0006385](#)) Sale of City-owned properties located at 4337 S Lake Park Ave, 3435 W 23rd St and 3109 E 92nd St.

(4th Ward, 22nd Ward, 10th Ward)

PASSED

7. ([O2023-0006402](#)) Sale of City-owned properties in 3rd, 10th, 28th, 29th and 37th Wards for adjacent neighbors under ChiBlockBuilder land sale program.

PASSED

Negotiated Land Sales

8. ([O2023-0006394](#)) Negotiated sale of City-owned property at 1946 and 1948 W 63rd St to Reynoso Insulation LLC for redevelopment as open space and parking lot for adjacent commercial space.

(16th Ward) **PASSED**

Purchase Price \$42,000.00

9. ([O2023-0006396](#)) Negotiated sale of City-owned property at 2151 W Adams St to Sustainabuild LLC-2149 to consolidate with adjacent property for construction of 3-story multifamily building.

(27th Ward) **PASSED**

Purchase Price \$80,000.00

10. ([SO2023-0006389](#)) Negotiated sale of City-owned properties with redevelopment agreement to Milhouse Development, LLC for 4727, 4735, 4739, 4743, 4755, 4757 and 4759 S Cottage Grove Ave to remediate property and construct 3-story building with ground floor food hall and two floors of commercial retail and restaurant space.

(4th Ward)

PASSED AS SUBSTITUTE

Appraisal \$1,370,000.00

Sale Price \$1,370,000.00



Committee on License & Consumer Protection



CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

CITY HALL – ROOM 300
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE: 312-744-6855



COMMITTEE MEMBERSHIPS

LICENSE AND CONSUMER PROTECTION
(CHAIRMAN)

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES AND RULES

FINANCE

POLICE AND FIRE

PUBLIC SAFETY

SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION

DEBRA SILVERSTEIN

ALDERMAN, 50TH WARD
PUBLIC SERVICE OFFICE
2949 WEST DEVON AVENUE
CHICAGO, ILLINOIS 60659
TELEPHONE: 773-262-1050

AGENDA OF MATTERS TO BE CONSIDERED
BY THE
COMMITTEE ON LICENSE AND CONSUMER PROTECTION
THURSDAY JANUARY 18, 2024
11:30 A.M.
COUNCIL CHAMBER, CITY HALL

Monthly Rule 45 Report Approval of the November 2023 and December 2023 Rule 45 Reports of the Committee on License and Consumer Protection.

O2023-0006437 An ordinance to amend the Municipal Code of Chicago designating the 21st precinct of the 13th Ward as Restricted Residential Zone prohibiting additional shared housing and vacation rentals. **(Alderman Quinn, 13th Ward)**

O2023-0006063 An ordinance to amend Section 4-60-023 of the Municipal Code of Chicago to disallow additional Package goods licenses on portion of South Ashland Avenue. **(Alderman Moore, 17th Ward)**

O2023-0003093 A substitute ordinance to amend the Municipal Code of Chicago designating precincts of the 23rd Ward as Restricted Residential Zone prohibiting additional shared housing and vacation rentals. **(Alderman Tabares, 23rd Ward)**

O2023-0005820, O2023-0005822
Two ordinances to amend the Municipal Code of Chicago designating precincts of the 23rd Ward as Restricted Residential Zone prohibiting additional shared housing and vacation rentals. **(Alderman Tabares, 23rd Ward)**

O2023-0005831 An ordinance to amend the Municipal Code of Chicago designating the precinct of the 23rd Ward as Restricted Cannabis Zone. **(Alderman Tabares, 23rd Ward)**

O2023-0005106 An ordinance to amend the Municipal Code of Chicago lifting subsection 4-60-023 (33.152) to allow the issuance of additional package goods licenses on portion of Albany Avenue. **(Alderman Rodriguez-Sanchez, 33rd Ward)**

O2023-0005107 An ordinance to amend the Municipal Code of Chicago lifting subsection 4-60-023 (33.17) to allow the issuance of additional package goods licenses on portion of Montrose Avenue. **(Alderman Rodriguez-Sanchez, 33rd Ward)**

O2023-0006425 An ordinance to amend the Municipal Code of Chicago lifting subsection 4-60-022 (40.16(a)) to allow additional alcoholic liquor licenses on portion of Damen Avenue. **(Alderman Martin, 47th Ward)**

O2023-0006127 An ordinance to amend Section 4-60-022 of the Municipal Code of Chicago to disallow additional alcoholic liquor licenses on portion of Clark Street. **(Alderman Manaa-Hoppenworth, 48th Ward)**

The sponsoring Alderman or a staff member must be present to speak to the issue.



CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

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ALDERMAN, 50TH WARD
PUBLIC SERVICE OFFICE
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COMMITTEE MEMBERSHIPS

LICENSE AND CONSUMER PROTECTION
(CHAIRMAN)

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES AND RULES

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PUBLIC SAFETY

SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION

AGENDA OF MATTERS TO BE CONSIDERED
BY THE
COMMITTEE ON LICENSE AND CONSUMER PROTECTION
MONDAY JANUARY 22, 2023
2:00 P.M.
COUNCIL CHAMBER, CITY HALL

O2023-0004978 A substitute ordinance to amend Title 4 and 17 of the Municipal Code of Chicago regarding "Small-Box Retailers". (Alderman O'Shea and others)

Office of the Chicago City Clerk
2024 JAN 18 PM 12:18
UHRC

The sponsoring Alderman or a staff member must be present to speak to the issue.



CITY COUNCIL

CITY OF CHICAGO

COUNCIL CHAMBER

CITY HALL – ROOM 300
121 NORTH LA SALLE STREET
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ALDERMAN, 50TH WARD
PUBLIC SERVICE OFFICE
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COMMITTEE MEMBERSHIPS

LICENSE AND CONSUMER PROTECTION
(CHAIRMAN)

BUDGET AND GOVERNMENT OPERATIONS

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**ADDENDUM TO THE AGENDA OF MATTERS TO BE CONSIDERED
BY THE
COMMITTEE ON LICENSE AND CONSUMER PROTECTION**

MONDAY JANUARY 22.2024

2:00 P.M.

02023-0004230 An ordinance to amend the Municipal Code of Chicago regarding ground transportation vehicles. **(Alderman Reilly, 42nd Ward)**
Re-refer to Committee on Finance



Committee on Pedestrian & Traffic Safety

**MEETING SUMMARY
FOR THE
COMMITTEE ON PEDESTRIAN & TRAFFIC SAFETY
WHICH MET ON
JANUARY 10, 2023, 10:30 AM**

- I. The following items were **RECOMMENDED** by the city department(s) and **PASSED**:

WARD PARKING PROHIBITED AT ALL TIMES – DISABLED:

- 3 5130 South Wabash Avenue, Disabled Permit 132448 [O2024-0006772]
- 4 3631 South Dr. Martin Luther King Jr Drive #1, Disabled Permit 131351 [O2024-0006588]
- 4 827 East 48th Street, Disabled Permit 131980 [O2024-0006650]
- 4 4447 South Greenwood Avenue, Disabled Permit 132333 [O2024-0006743]
- 4 1029 East 45th Street, Disabled Permit 132723 [O2024-0006831]
- 5 7210 South Euclid Avenue, Disabled Permit 128789 [O2024-0006558]
- 6 7117 South Calumet Avenue Apt 2N, Disabled Permit 118418 [O2024-0006555]
- 6 9004 South Michigan Avenue, Disabled Permit 130342 [O2024-0006567]
- 6 7142 South St. Lawrence Avenue, Disabled Permit 130368 [O2024-0006568]
- 6 7400 South Ingleside Avenue, Disabled Permit 129735 [O2024-0006572]
- 6 7428 South Eberhart Avenue, Disabled Permit 131201 [O2024-0006582]
- 6 8522 South Prairie Avenue, Disabled Permit 131404 [O2024-0006589]
- 6 7038 South Prairie Avenue, Disabled Permit 131806 [O2024-0006622]
- 6 7833 South Wabash Avenue, Disabled Permit 132113 [O2024-0006694]
- 6 8750 South Indiana Avenue, Disabled Permit 132453 [O2024-0006775]
- 6 9124 South Urban Avenue, Disabled Permit 132718 [O2024-0006830]
- 6 8517 South St Lawrence Avenue, Disabled Permit 132796 [O2024-0006835]
- 6 7420 South Prairie Avenue #1, Disabled Permit 132872 [O2024-0006839]
- 7 2035 East 73rd Street, Disabled Permit 131680 [O2024-0006601]
- 7 8326 South Marquette Avenue, Disabled Permit 131944 [O2024-0006634]

WARD PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:

- 7 9243 South Clyde Avenue, Disabled Permit 133402 [O2024-0006668]
- 7 7944 South Escanaba Avenue, Disabled Permit 132038 [O2024-0006670]
- 7 8154 South Manistee Avenue, Disabled Permit 132209 [O2024-0006711]
- 7 7612 South Kingston Avenue Apt G, Disabled Permit 132350 [O2024-0006746]
- 7 9015 South Crandon Avenue, Disabled Permit 132352 [O2024-0006749]
- 7 7614 South Kingston Avenue 1B, Disabled Permit 132380 [O2024-0006758]
- 7 8548 South Burnham Avenue, Disabled Permit 132539 [O2024-0006787]
- 7 8030 South Saginaw Avenue, Disabled Permit 132667 [O2024-0006823]
- 8 8948 South Dauphin Avenue, Disabled Permit 132544 [O2024-0006789]
- 8 9055 South Dobson Avenue, Disabled Permit 132606 [O2024-0006803]
- 9 34 East 126th Street, Disabled Permit 129609 [O2024-0006561]
- 9 552 West 126th Street, Disabled Permit 129818 [O2024-0006563]
- 9 9646 South Wallace Street, Disabled Permit 131172 [O2024-0006581]
- 9 10014 South La Salle Street, Disabled Permit 131442 [O2024-0006591]
- 9 10340 South Dr. Martin Luther King Drive, Disabled Permit 131695 [O2024-0006602]
- 9 10022 South State Street, Disabled Permit 131733 [O2024-0006617]
- 9 12739 South Union Avenue, Disabled Permit 131826 [O2024-0006624]
- 9 630 East 101st Street, Disabled Permit 131891 [O2024-0006629]
- 9 12014 South Perry Avenue, Disabled Permit 132249 [O2024-0006715]
- 9 134 West 103rd Place, Disabled Permit 132306 [O2024-0006736]
- 9 346 East 108th Street, Disabled Permit 132401 [O2024-0006762]
- 9 10131 South Calumet Avenue, Disabled Permit 132470 [O2024-0006778]
- 9 9415 South Harvard Avenue, Disabled Permit 132600 [O2024-0006801]
- 11 2714 South Union Avenue, Disabled Permit 132247 [O2024-0006714]
- 11 507 West 28th Place, Disabled Permit 132353 [O2024-0006750]
- 12 4601 South California Avenue, Disabled Permit 132254 [O2024-0006718]

WARD PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:

- 12 4629 South Christiana Avenue, Disabled Permit 132263 [O2024-0006719]
- 12 3621 South Honore Street, Disabled Permit 132619 [O2024-0006808]
- 12 3716 South Wolcott Avenue, Disabled Permit 132827 [O2024-0006837]
- 13 6513 West 64th Street, Disabled Permit 130407 [O2024-0006569]
- 14 5531 South Albany Avenue, Disabled Permit 131512 [O2024-0006595]
- 14 3316 West 67th Street, Disabled Permit 132046 [O2024-0006672]
- 14 5128 South Richmond Street, Disabled Permit 132541 [O2024-0006788]
- 15 5736 South Campbell Avenue, Disabled Permit 131004 [O2024-0006580]
- 15 6419 South Whipple Street, Disabled Permit 131453 [O2024-0006592]
- 15 5959 South Mozart Street, Disabled Permit 131805 [O2024-0006621]
- 15 6616 South California Avenue, Disabled Permit 131949 [O2024-0006635]
- 15 5708 South Washtenaw Avenue, Disabled Permit 131951 [O2024-0006638]
- 15 6046 South Mozart Street, Disabled Permit 132061 [O2024-0006677]
- 15 4617 South Winchester Avenue, Disabled Permit 132090 [O2024-0006688]
- 15 6435 South Honore Street 2nd Floor, Disabled Permit 132293 [O2024-0006728]
- 15 4421 South Artesian Avenue, Disabled Permit 132314 [O2024-0006740]
- 15 1709 West 46th Street, Disabled Permit 132515 [O2024-0006785]
- 15 4619 South Hermitage Avenue, Disabled Permit 132585 [O2024-0006796]
- 15 4459 South Wood Street, Disabled Permit 132605 [O2024-0006802]
- 15 5710 South Winchester Avenue, Disabled Permit 132805 [O2024-0006836]
- 16 6429 South Fairfield Avenue, Disabled Permit 131630 [O2024-0006600]
- 16 5323 South Lowe Street, Disabled Permit 131855 [O2024-0006627]
- 16 6628 South Wood Street, Disabled Permit 131893 [O2024-0006630]
- 16 5950 South Bishop Street, Disabled Permit 131932 [O2024-0006633]
- 16 6818 South Bell Avenue, Disabled Permit 131986 [O2024-0006656]
- 16 5311 South Bishop Street, Disabled Permit 132017 [O2024-0006663]

WARD	PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:
16	6111 South Rockwell Street, Disabled Permit 132073 [O2024-0006682]
16	6013 South Richmond Street, Disabled Permit 132096 [O2024-0006690]
16	6058 South Throop Street, Disabled Permit 132131 [O2024-0006699]
16	6637 South Oakley Avenue, Disabled Permit 132150 [O2024-0006700]
16	5806 South Loomis Boulevard, Disabled Permit 132169 [O2024-0006701]
16	2053 West 68 th Place, Disabled Permit 132253 [O2024-0006717]
16	6129 South Artesian Avenue, Disabled Permit 132274 [O2024-0006723]
16	6425 South Winchester Avenue, Disabled Permit 132390 [O2024-0006760]
16	6612 South Talman Avenue, Disabled Permit 132400 [O2024-0006761]
16	5407 South Aberdeen Street, Disabled Permit 132415 [O2024-0006765]
16	6018 South Wolcott Avenue, Disabled Permit 132418 [O2024-0006766]
16	5414 South Carpenter Street, Disabled Permit 132428 [O2024-0006769]
16	6153 South Seeley Avenue, Disabled Permit 132569 [O2024-0006792]
16	6642 South Hoyne Avenue, Disabled Permit 132608 [O2024-0006804]
17	7941 South Green Street, Disabled Permit 130520 [O2024-0006574]
17	8236 South Peoria Street, Disabled Permit 131220 [O2024-0006585]
17	8605 South Ada Street, Disabled Permit 132011 [O2024-0006659]
17	7618 South Peoria Street, Disabled Permit 132037 [O2024-0006669]
17	8223 South Sangamon Street, Disabled Permit 132050 [O2024-0006674]
17	8617 South Carpenter Street, Disabled Permit 132060 [O2024-0006676]
17	7621 South Union Avenue, Disabled Permit 132064 [O2024-0006679]
17	1448 West 72 nd Place, Disabled Permit 132104 [O2024-0006692]
17	7921 South Perry Avenue, Disabled Permit 132172 [O2024-0006702]
17	7619 South Bishop Street, Disabled Permit 132188 [O2024-0006707]
17	8615 South May Street, Disabled Permit 132220 [O2024-0006712]
17	2052 West 69 th Place, Disabled Permit 132269 [O2024-0006721]

WARD	PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:
17	1252 West 74 th Place, Disabled Permit 132309 [O2024-0006737]
17	8012 South May Street, Disabled Permit 132326 [O2024-0006741]
17	7617 South May Street, Disabled Permit 132423 [O2024-0006768]
17	6805 South Laflin Street, Disabled Permit 132621 [O2024-0006820]
17	7215 South Wolcott Avenue, Disabled Permit 132862 [O2024-0006838]
18	3528 West 76 th Place, Disabled Permit 131421 [O2024-0006590]
18	8038 South Francisco Avenue, Disabled Permit 131483 [O2024-0006594]
18	8621 South Kostner Avenue, Disabled Permit 131717 [O2024-0006603]
18	7419 South Claremont Avenue, Disabled Permit 131722 [O2024-0006604]
18	7146 South Albany Avenue, Disabled Permit 131990 [O2024-0006657]
18	3934 West 85 th Street, Disabled Permit 132070 [O2024-0006680]
18	8106 South Campbell Avenue, Disabled Permit 132192 [O2024-0006708]
18	8039 South Campbell Avenue, Disabled Permit 132195 [O2024-0006709]
18	7937 South Fairfield Avenue, Disabled Permit 132223 [O2024-0006713]
18	2039 West 82 nd Street, Disabled Permit 132410 [O2024-0006763]
18	7216 South Talman Avenue, Disabled Permit 132483 [O2024-0006780]
18	8010 South Homan Avenue, Disabled Permit 132664 [O2024-0006821]
18	7252 South Sacramento Avenue, Disabled Permit 132665 [O2024-0006822]
18	8350 South Seeley Avenue, Disabled Permit 132786 [O2024-0006833]
18	3638 West 85 th Place, Disabled Permit 132787 [O2024-0006834]
19	10767 South Church Street, Disabled Permit 131205 [O2024-0006584]
19	2611 West 104 th Place, Disabled Permit 131529 [O2024-0006596]
19	3800 West 110 th Street, Disabled Permit 131753 [O2024-0006618]
19	10718 South Hale Avenue, Disabled Permit 132450 [O2024-0006774]
20	6223 South Evans Avenue, Disabled Permit 130225 [O2024-0006565]
20	6541 South Kenwood Avenue, Disabled Permit 131204 [O2024-0006583]

WARD	PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:
20	5211 South Drexel Avenue, Disabled Permit 131476 [O2024-0006593]
20	5544 South La Salle Street, Disabled Permit 132351 [O2024-0006747]
20	5038 South Carpenter Street, Disabled Permit 132376 [O2024-0006753]
20	6536 South Minerva Avenue, Disabled Permit 132572 [O2024-0006793]
21	10614 South Martin Street, Disabled Permit 129338 [O2024-0006559]
21	11800 South Wallace Street, Disabled Permit 116429 [O2024-0006571]
21	10223 South Racine Avenue, Disabled Permit 131288 [O2024-0006587]
21	11746 South Laflin Street, Disabled Permit 131835 [O2024-0006625]
21	11339 South Harvard Avenue, Disabled Permit 131956 [O2024-0006641]
21	9039 South Carpenter Street, Disabled Permit 132106 [O2024-0006693]
21	1511 West 109 th Place, Disabled Permit 132114 [O2024-0006695]
21	9436 South Union Avenue, Disabled Permit 132117 [O2024-0006696]
21	11944 South Stewart Avenue, Disabled Permit 132349 [O2024-0006745]
21	220 West 105 th Street, Disabled Permit 132411 [O2024-0006764]
22	2422 South Saint Louis Avenue, Disabled Permit 132204 [O2024-0006710]
22	4718 South Leclaire Avenue, Disabled Permit 132591 [O2024-0006799]
22	3020 South Kildare Avenue, Disabled Permit 132703 [O2024-0006829]
23	5200 West 54 th Street, Disabled Permit 131799 [O2024-0006620]
23	3911 West 58 th Place, Disabled Permit 132310 [O2024-0006738]
23	5328 South Moody Avenue, Disabled Permit 132460 [O2024-0006776]
23	5429 South Long Avenue, Disabled Permit 132680 [O2024-0006826]
23	3846 West 67 th Place, Disabled Permit 132749 [O2024-0006832]
24	4355 West 21 st Street, Disabled Permit 132331 [O2024-0006742]
24	2110 South Homan Avenue, Disabled Permit 132422 [O2024-0006767]
24	3009 West Cullerton Street, Disabled Permit 132441 [O2024-0006771]
24	1224 South Independence Boulevard, Disabled Permit 132596 [O2024-0006800]

WARD	PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:
24	1410 South Kedvale Avenue, Disabled Permit 132611 [O2024-0006806]
25	2009 West 22 nd Place, Disabled Permit 130067 [O2024-0006564]
25	1645 West 21 st Place, Disabled Permit 132130 [O2024-0006698]
25	1720 West 21 st Place, Disabled Permit 132280 [O2024-0006725]
25	2301 West 25 th Street Apt 1F, Disabled Permit 132505 [O2024-0006782]
25	2318 West 25 th Street, Disabled Permit 132702 [O2024-0006828]
26	2258 North Laporte Avenue, Disabled Permit 132174 [O2024-0006703]
26	3227 West Potomac Avenue, Disabled Permit 132177 [O2024-0006704]
27	723 North Trumbull Avenue, Disabled Permit 131976 [O2024-0006651]
27	424 North Central Park Avenue, Disabled Permit 132614 [O2024-0006807]
28	3854 West Maypole Avenue, Disabled Permit 128573 [O2024-0006557]
29	5431 West Van Buren Street, Disabled Permit 128266 [O2024-0006556]
29	1404 North Mayfield Avenue, Disabled Permit 129543 [O2024-0006560]
29	1431 North Massasoit Avenue, Disabled Permit 131532 [O2024-0006597]
29	5525 West Van Buren Street, Disabled Permit 131918 [O2024-0006632]
29	5525 West Quincy Street, Disabled Permit 132082 [O2024-0006686]
29	2544 North Neva Avenue, Disabled Permit 132102 [O2024-0006691]
29	1650 North Natchez Avenue, Disabled Permit 132292 [O2024-0006727]
30	6025 West School Street, Disabled Permit 130325 [O2024-0006566]
30	5632 West Henderson Street, Disabled Permit 131728 [O2024-0006615]
30	1440 North Massasoit Avenue, Disabled Permit 132015 [O2024-0006660]
30	2725 North Moody Avenue, Disabled Permit 132080 [O2024-0006684]
30	3240 North Keating Avenue, Disabled Permit 132088 [O2024-0006687]
30	4918 West Fulton Street, Disabled Permit 132590 [O2024-0006798]
30	3619 North Linder Avenue, Disabled Permit 132673 [O2024-0006824]
31	5238 West Deming Place, Disabled Permit 131539 [O2024-0006598]

WARD**PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:**

31 4839 West Medill Avenue, Disabled Permit 131785 [O2024-0006619]
31 5244 West Deming Place Apt 2, Disabled Permit 131969 [O2024-0006648]
31 4553 West Montana Street, Disabled Permit 132179 [O2024-0006705]
31 2905 North Major Avenue, Disabled Permit 132250 [O2024-0006716]
31 4929 West George Street, Disabled Permit 132369 [O2024-0006752]
33 4507 North Mozart Street, Disabled Permit 130125 [O2023-0006231]
33 4420 North Harding Avenue, Disabled Permit 104644 [O2024-0006554]
33 4916 North Kedzie Avenue, Disabled Permit 132508 [O2024-0006784]
35 2638 North Emmett Street, Disabled Permit 131559 [O2024-0006599]
35 2735 North Kimball Avenue #4, Disabled Permit 132268 [O2024-0006720]
35 4334 West Mclean Avenue, Disabled Permit 132548 [O2024-0006790]
36 4214 West Kamerling Avenue, Disabled Permit 131862 [O2024-0006628]
36 2115 North Marmora Avenue, Disabled Permit 132042 [O2024-0006671]
36 2726 West Haddon Avenue, Disabled Permit 132279 [O2024-0006724]
36 2133 North Laverge Avenue, Disabled Permit 132296 [O2024-0006730]
37 1532 North Lockwood Avenue, Disabled Permit 130350 [O2024-0006573]
37 4815 West Huron Street, Disabled Permit 131970 [O2024-0006649]
37 1018 North Leamington Avenue, Disabled Permit 132481 [O2024-0006779]
37 825 North Pine Avenue, Disabled Permit 132536 [O2024-0006786]
37 4905 West Superior Street, Disabled Permit 132557 [O2024-0006791]
39 4873 North Kilpatrick Avenue, Disabled Permit 131849 [O2024-0006626]
40 2550 West Winnemac Avenue, Disabled Permit 130721 [O2024-0006575]
40 2612 West Glenlake Avenue, Disabled Permit 130871 [O2024-0006576]
40 5817 North Maplewood Avenue, Disabled Permit 132034 [O2024-0006665]
40 2523 West Winnemac Avenue, Disabled Permit 132075 [O2024-0006683]
40 6530 North Seeley Avenue, Disabled Permit 132588 [O2024-0006797]

WARD	PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:
43	816 West Altgeld Street, Disabled Permit 131917 [O2024-0006631]
43	2055 North Racine Avenue, Disabled Permit 132081 [O2024-0006685]
45	3943 North Ridgeway Avenue, Disabled Permit 130509 [O2024-0006570]
45	4039 North Kolmar Avenue, Disabled Permit 131000 [O2024-0006579]
45	5441 North Linder Avenue, Disabled Permit 132302 [O2024-0006733]
45	5841 West Gunnison Street, Disabled Permit 132581 [O2024-0006794]
45	5728 West Gunnison Street, Disabled Permit 132674 [O2024-0006825]
46	4422 North Magnolia Avenue, Disabled Permit 132610 [O2024-0006805]
47	1400 West Winnemac Avenue #G, Disabled Permit 131958 [O2024-0006646]
47	2125 West Waveland Avenue, Disabled Permit 132053 [O2024-0006675]
47	4516 North Paulina Street (GDN), Disabled Permit 132311 [O2024-0006739]
49	7342 North Damen Avenue, Disabled Permit 131881 [O2023-0006142]
49	7409 North Hoyne Avenue, Disabled Permit 129089 [O2023-0006202]
49	7432 North Damen Avenue, Disabled Permit 124860 [O2023-0006204]
49	7515 North Winchester Avenue, Disabled Permit 132345 [O2024-0006744]
49	2108 West Fargo Avenue, Disabled Permit 132384 [O2024-0006759]
49	1607 West Northshore Avenue, Disabled Permit 132466 [O2024-0006777]
49	1607 West Estes Avenue, Disabled Permit 132695 [O2024-0006827]
50	7450 North Campbell Avenue, Disabled Permit 130988 [O2024-0006577]
50	6207 North Richmond Street, Disabled Permit 132072 [O2024-0006681]
50	2645 North Howard Street, Disabled Permit 132122 [O2024-0006697]
50	6220 North Francisco Avenue 1N, Disabled Permit 132297 [O2024-0006732]
50	6418 North Richmond Street, Disabled Permit 132435 [O2024-0006770]
50	6054 North Troy Street Unit#2, Disabled Permit 132499 [O2024-0006781]
50	3016 West Rosemont Avenue, Disabled Permit 132507 [O2024-0006783]
50	6511 North Richmond Street, Disabled Permit 132583 [O2024-0006795]

WARD	TRAFFIC WARNINGS SIGNS AND/OR SIGNALS:
10	Amend Single Direction; East 128th Street Alley from South Commercial Avenue to East 128th Street, One-Way Westerly [O2023-0003580]
23	West 69th Place and South Lawndale Avenue, All Way Stop, Stopping All Approaches [Or2023-0006101]
23	Amend Single Direction; South McVicker Avenue from South Archer Avenue to West 55th Street, One-Way Southerly [O2023-0006123]
28	Amend Single Direction by striking North Keeler Avenue from West Kinzie Street to West Lake Street, One-way southerly and inserting in lieu thereof North Keeler Avenue from West Lake Street to the first alley north thereof, One-Way Southerly [O2023-0006257]
32	West Fletcher Street and North Oakley Avenue, One Way Stop Sign, Stopping West Fletcher Street for North Oakley Avenue [Or2023-172]
40	North Fairfield Avenue and West Gunnison Street, Two Way Stop Sign, Stopping North Fairfield Avenue for West Gunnison Street [O2023-0005876]
40	North Leavitt Street and West Summerdale Avenue, One Way Stop Sign, Stopping West Summerdale Avenue for North Leavitt Street [O2023-0005877]
42	Amend Single Direction; North Larrabee Street from West Erie Street to West Superior Street, One-Way Northerly [O2023-0005084]
43	West Armitage Avenue and North Cleveland Avenue, Stop Sign, Stopping All Directions [O2023-0005087]
45	North Mason Avenue and West Fitch Avenue, All Way Stop Stopping All Approaches [O2023-0001439]
45	North Waukesha Avenue and North Ionia Avenue, All Way Stop, Stopping All Approaches [O2023-0005257]
45	North Waukesha Avenue and North Hiawatha Avenue, All Way Stop, Stopping All Approaches [O2023-0005258]
45	North Ionia Avenue and West Fitch Avenue; All Way Stop, Stopping All Approaches [O2023-0006304]

- II. The following items were **DIRECT INTRODUCTIONS** (the city departments did not make a recommendation) and **PASSED** per the sponsoring Alderman and/or their staff:

WARD PARKING PROHIBITED AT ALL TIMES – DISABLED:

- 4 4853 South Evans Avenue, Disabled Permit 132140 [O2024-0006610]
- 27 2158 West Monroe Street, Signs to be posted 95 South Leavitt Street, Disabled Permit 133565 [O2024-0006608]
- 46 3925 North Pine Grove Avenue, Disabled Permit 82964, Amend by striking 82964 and inserting 129833 in lieu thereof [O2024-0006609]

WARD REPEAL PARKING PROHIBITED AT ALL TIMES – DISABLED:

- 35 Repeal Disabled Permit 128358, 2035 North Kedvale Avenue [O2024-0006605]
- 35 Repeal Disabled Permit 130262, 2740 North Sawyer Avenue [O2024-0006606]
- 44 Repeal Disabled Permit 51975, 1123 West Wolfram Street [O2024-0006623]

WARD RESIDENTIAL PERMIT PARKING ZONE:

- 1 2814-2822 West Palmer Street, Repeal Residential Permit Parking Zone 1115; 2800-2822 West Palmer Street and 2200-2204 North California Avenue, Buffer Zone for Residential Permit Parking Zone 102 [O2024-0006607]
- 27 1146-1162 West Hubbard Street, Residential Permit Parking Zone 895, All Times All Days [O2024-0006614]
- 35 2232-2300 North St. Louis Avenue (east and west sides) between West Lyndale Avenue and West Belden Avenue, Amend Residential Permit Parking Zone, 6pm-6am, All Days, by inserting Zone 2401 [O2024-0006613]

- III. The following items had “No Recommendation,” and **PASSED-WITH OVERRIDE over the department’s recommendation** per the sponsoring Alderman and/or their staff:

WARD	PARKING PROHIBITED AT ALL TIMES – DISABLED:
8	9137 South University Avenue, Disabled Permit 132716 [O2023-0006132]
8	7834 South Clyde Avenue, Disabled Permit 129694 [O2023-0006235]
11	3156 South Emerald Avenue, Disabled Permit 132340 [O2023-0006077]
11	3336 South Lowe Avenue, Disabled Permit 133144 [O2023-0006091]
11	539 West 43rd Street, Disabled Permit 131359 [O2023-0006519]
13	6755 West 63rd Street, Disabled Permit 132728 [O2023-0006088]
13	5723 West 64th Place, Disabled Permit 132726 [O2023-0006090]
13	6022 West 64th Place, Disabled Permit 132709 [O2023-0006105]
13	5544 South Kedvale Avenue, Disabled Permit 132710 [O2023-0006106]
13	6355 South Kildare Avenue, Disabled Permit 132711 [O2023-0006116]
13	6220 South Moody Avenue, Disabled Permit 132712 [O2023-0006118]
13	4057 West 58th Street, Disabled Permit 132312 [O2023-0006119]
13	6027 South Tripp Avenue, Disabled Permit 132655 [O2023-0006121]
13	5924 South Nashville Avenue, Disabled Permit 132781 [O2023-0006343]
13	5618 West 64th Place, Disabled Permit 132852 [O2023-0006344]
13	6605 West 63rd Place, Disabled Permit 132818 [O2023-0006345]
13	6330 South Keating Avenue, Disabled Permit 133057 [O2023-0006348]
13	6227 South Komensky Avenue, Disabled Permit 133058 [O2023-0006351]
13	4114 West 56th Place, Disabled Permit 133059 [O2023-0006353]
13	6104 South Normandy Avenue, Disabled Permit 133060 [O2023-0006354]
13	6042 South Parkside Avenue, Disabled Permit 133056 [O2023-0006355]
13	6334 West 63rd Place, Disabled Permit 133178 [O2023-0006357]
14	5312 South Francisco Avenue, Disabled Permit 130745 [O2023-0006520]
14	3412 West 66th Place, Disabled Permit 131515 [O2023-0006521]

WARD	PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:
14	5755 South Sawyer Avenue, Disabled Permit 132197 [O2023-0006522]
14	3453 West 66th Place, Disabled Permit 132500 [O2023-0006524]
14	4835 South Keeler Avenue, Disabled Permit 132696 [O2023-0006525]
14	3415 West 59th Place, Disabled Permit 132677 [O2023-0006526]
18	3934 West 86th Street, Disabled Permit 131965 [O2023-0006139]
22	4531 South Leamington Avenue, Disabled Permit 130058 [O2023-0006527]
22	3037 South Central Park Avenue, Disabled Permit 132138 [O2023-0006528]
23	5433 South Nordica Avenue, Disabled Permit 132219 [O2023-0006031]
23	3611 West 56th Street, Disabled Permit 131909 [O2023-0006032]
23	5356 West 54th Street, Disabled Permit 132183 [O2023-0006034]
25	2642 West 24th Place, Disabled Permit 133437 [O2023-0006328]
26	3949 West North Avenue, Signs to be posted at 1554 North Harding Avenue, Disabled Permit 128379 [O2023-0006049]
26	1514 North Kedzie Avenue, Disabled Permit 132521 [O2023-0006122]
26	1836 North Sawyer Avenue, Disabled Permit 129352 [O2023-0006529]
26	1133 North Sacramento Avenue, Disabled Permit 132265 [O2023-0006530]
27	832 North Monticello Avenue, Disabled Permit 70067 [O2023-0006533]
28	3826 West Jackson Boulevard, Disabled Permit 132599 [O2023-0006250]
28	2853 West Lexington Street, Disabled Permit 132316 [O2023-0006251]
28	4945 West Monroe Street, Disabled Permit 130302 [O2023-0006252]
28	215 North Leclaire Avenue, Disabled Permit 132330 [O2023-0006253]
28	210 North Leclaire Avenue, Disabled Permit 132281 [O2023-0006254]
29	1629 North Austin Avenue, Disabled Permit 120917 [O2023-0006045]
29	1707 North Melvina Avenue, Disabled Permit 132717 [O2023-0006047]
33	Amend Disabled Permit 126309 by striking 3322 West Warner Avenue and inserting in lieu thereof 3323 West Warner Avenue [O2023-0006534]
36	2345 West Superior Street, Disabled Permit 131319 [O2023-0006064]

WARD PARKING PROHIBITED AT ALL TIMES – DISABLED – CONT'D:

- 36 1819 West Superior Street, Disabled Permit 132480 [O2023-0006065]
- 37 5421 West Thomas Street, Disabled Permit 132182 [O2023-0006207]
- 37 5518 West Haddon Avenue, Disabled Permit 132317 [O2023-0006209]
- 37 607 North Long Avenue, Disabled Permit 130160 [O2023-0006216]
- 38 3304 North Osceola Avenue, Disabled Permit 132436 [O2023-0006174]
- 38 4014 North Marmora Avenue, Disabled Permit 131525 [O2023-0006175]
- 38 3828 North Page Avenue, Disabled Permit 132338 [O2023-0006176]
- 38 4344 North Mobile Avenue, Disabled Permit 131775 [O2023-0006177]
- 38 5936 West Warwick Avenue, Disabled Permit 132489 [O2023-0006178]
- 38 3908 North Mobile Avenue, Disabled Permit 132562 [O2023-0006360]
- 49 7400 North Hoyne Avenue, Signs to be posted at 2101 West Fargo Avenue, Disabled Permit 104618 [O2023-0006141]
- 50 6503 North Fairfield Avenue, Disabled Permit 132304 [O2023-0006008]

WARD REPEAL PARKING PROHIBITED AT ALL TIMES – DISABLED:

- 13 Repeal Disabled Permit 49736, 6245 South Mason Avenue [O2023-0006361]
- 13 Repeal Disabled Permit 119451, 5829 South Narragansett Avenue [O2023-0006362]
- 23 Repeal Disabled Permit 106016, 6751 South Kilbourn Avenue [O2023-0006025]
- 23 Repeal Disabled Permit 115175, 3909 West 65th Place [O2023-0006093]
- 23 Repeal Disabled Permit 124280, 5322 South Meade Avenue [O2023-0006094]
- 23 Repeal Disabled Permit 73135, 5153 South Neenah Avenue [O2023-0006133]
- 23 Repeal Disabled Permit 84251, 5464 South Menard Avenue [O2023-0006182]
- 23 Repeal Disabled Permit 130456, 5143 South Avers Avenue [O2023-0006338]
- 26 Repeal Disabled Permit 65007, 2125 North Keystone Avenue [O2023-0006131]
- 26 Repeal Disabled Permit 131776, 4738 West Armitage Avenue [O2023-0006245]
- 26 Repeal Disabled Permit 1068, 2206 North Lawler Avenue [O2023-0006531]
- 35 Repeal Disabled Permit 132244, 2251 North Kildare Avenue [O2023-0006070]

WARD REPEAL PARKING PROHIBITED AT ALL TIMES – DISABLED:

- 35 Repeal Disabled Permit 127290, 2102 North Keeler Avenue [O2023-0006111]
- 38 Repeal Disabled Permit 101867, 3970 North Oleander Avenue [O2023-0006168]
- 38 Repeal Disabled Permit 113057, 3926 North Pacific Avenue [O2023-0006169]
- 38 Repeal Disabled Permit 34573, 4449 North McVicker Avenue [O2023-0006170]

WARD RESIDENTIAL PERMIT PARKING ZONE:

- 3 South Calumet Avenue (west side of the street) from East Cullerton Street to alley north thereof; Residential Permit Parking Zone 1677, All Days All Times [O2023-0006237]
- 3 East Cullerton Street (north side of the street) from South Calumet Avenue to alley west thereof, Residential Permit Parking Zone 1677, All Days All Times [O2023-0006241]
- 29 0-100 North Pine Avenue (both sides of the street), Residential Permit Parking Zone, All Days All Times [Or2023-0006050]
- 45 5008-5042 (west side) and 5015-5043 (east side) Marmora Avenue, Residential Permit Parking Zone, Thursday through Sunday, 3pm-11pm [O2023-0006203]

WARD PARKING RESTRICTIONS:

- 3 Remove No Parking Zone, East 25th Street (south side of the street) from the first alley east of South State Street to South Wabash Avenue, All Days All Times [SO2023-0005785]
- 3 Repeal No Parking Tow Zone; East Cullerton Street (north side of the street) from South Calumet Avenue to alley west thereof [O2023-0006239]
- 3 Repeal No Parking Tow Zone; South Calumet Avenue (west side of street) from East Cullerton street to alley north thereof [O2023-0006240]
- 11 South Halsted Street (east side), from a point 75 feet south of West 28th Street to a point 60 feet south thereof; No Parking Tow Zone, All Times, All Days [O2023-0004434]
- 11 South Emerald Avenue (both sides of the street) from West 41st Street to West Root Street, No Semi-Truck Parking Tow Zone, All Days All Times [Or2023-0005972]
- 11 South Union Avenue (both sides of the street) from West 41st Street to West Root Street, No Semi-Truck Parking Tow Zone, All Days All Times [Or2023-0005973]
- 13 West 62nd Street, North Side, from a point 30 feet east of South Kenneth Avenue to a point 40 feet east thereof; 2% Disabled Parking, All Times, All Days [O2023-0001989]
- 19 South Longwood Drive from West 118th Street to West 119th Street (east side of the street only), No Parking Tow Zone, Monday to Friday, 4pm-7pm, No Parking All Days, 12am-10am [O2023-0005052]

WARD PARKING RESTRICTIONS – CONT'D:

- 23 6334 West Archer Avenue, West Archer Avenue north to the first alley, One Hour Parking, All Days 8am-10pm [O2023-0005814]

- 25 West Lumber Street from South Halsted Street to 2365 West Lumber Street (south side of the street), No Parking Tow Zone, All Days All Times [O2023-0005975]

- 28 West Congress Parkway, from Loomis Street to Ashland Avenue (on south side of street), No Parking Tow Zone, All Days All Times [O2023-2023]

- 28 West Ogden Avenue (west side of street) from a point 56 feet north of West Polk Street to a point 20 feet north thereof; No Parking Tow Zone, All Days All Times [O2023-0004037]

- 28 West Washington Boulevard (south side of street only) from South Pulaski Road to 150 feet east thereof, No Parking Tow Zone, All Days All Times [O2023-0004814]

- 29 6100-6106 West North Avenue, Standing Zone - 15 Minute Limit with flashing lights, Monday through Friday, 7:00am to 6:00pm [O2023-0004328]

- 34 Repeal Taxicab Stand 805, 802 West Monroe Street, north side, from a point 30 feet west of North Halsted Street to a point 70 west thereof, Parking Restrictions at All Times All Days, Taxicab Stand Number 805 by striking the above [O2023-0005212]

- 41 West Higgins Avenue from North Normandy Avenue to West Talcott Avenue (North Side of Street); No Parking Semi-Trucks, All Times, All Days (Public Benefit) [O2023-0004349]

- 41 North Newland Avenue (west side of street) from West Summerdale Avenue going south to the first alley, No Parking, All Days All Times (public benefit) [O2023-0005786]

- 41 North Delphia Avenue from West Bryn Mawr Avenue to West Catalpa Avenue (west side of street), North Oakview Avenue from West Bryn Mawr Avenue to West Catalpa Avenue (both sides of street), West Gregory Street from North Oakview Avenue to North East River Road (both sides of street); Two Hour Parking, All Day All Times [O2023-0005787]

- 41 West Bryn Mawr Avenue between North Nagle Avenue and West Talcott Avenue (both sides of the street), No Parking of Semi-Trucks, All Days All Times (public benefit) [O2023-0005977]

- 42 West Hubbard Street (both sides of the street) from North Franklin Street to North Orleans Street, No Parking Tow Zone, All Days 11pm to 6am [O2023-0005083]

- 45 5364 West Gale Street for a distance of 20 feet, One Hour Parking, Monday to Saturday, 6am-6pm [O2023-0004804]

- 49 North Sheridan Road from a point 74 feet north of West Jarvis Avenue to a point 87 feet north thereof; No Parking Tow Zone [O2023-0001461]

- 50 2748 West Devon Avenue, Reserved Disabled Parking, Monday through Friday, 10am-2pm (public benefit) [O2023-0006056]

WARD PARKING RESTRICTIONS – CONT'D:

50 Amend No Parking Disabled Loading Zone Tow Zone at North Bell Avenue from a point 63 feet north of West Lunt Avenue to a point 25 feet north thereof by striking No Parking Disabled Loading Zone Tow Zone and inserting in lieu thereof Reserved Disabled Parking, Tow Zone, All Days All Times [Or2023-0006326]

WARD TRAFFIC WARNINGS SIGNS AND/OR SIGNALS:

- 1 West Augusta Boulevard and North Paulina Street, All Way Stop, Stopping All Approaches [O2023-0003028]

- 2 1212 North Wells Street and 1350 North Wells Street; Repeal Diagonal Parking Signs, All Days, All Times, Passed 9/20/2018 Journal Page 84363 [O2023-0004800]

- 13 West 57th Street and South Mayfield Avenue, Two-Way Stop Sign, Stopping eastbound and westbound traffic [Or2023-0002767]

- 13 West 62nd Street and South Merrimac Avenue, Stop Sign, Stopping north-bound traffic on South Merrimac Avenue [Or2023-0005509]

- 14 West 58th Street and South Spaulding Avenue; Two Way Stop Sign, Stopping westbound traffic on West 58th Street [Or2023-133]

- 17 South Green Street and West 76th Street, All Way Stop, Stopping All Approaches [Or2023-0005536]

- 21 West 87th Street and South Parnell Avenue, Stop Sign, Stopping South Parnell Avenue [Or2023-0004344]

- 27 North Artesian Avenue and West Hubbard Street, All Way Stop, Stopping All Approaches [O2023-0006532]

- 29 West Wabansia Avenue and North Oak Park Avenue, All Way Stop, Stopping All Approaches [Or2023-0004587]

- 29 West Washington Boulevard and North Parkside Avenue, Three-Way Stop, stopping eastbound and westbound traffic on West Washington Boulevard and stopping northbound traffic on North Parkside Avenue [Or2023-0004588]

- 41 West Fargo Avenue and North Ozark Avenue; One Way Stop, Stopping westbound traffic on West Fargo Avenue at North Ozark Avenue [Or2023-0004345]

- 41 North Newark Avenue and West Ardmore Avenue, All Way Stop, Stopping All Approaches [Or2023-0006536]



Committee on
Transportation & Public Way

SUMMARY OF REPORTS

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY

Committee Meeting Held on January 10, 2024

SUBMITTED TO THE CITY COUNCIL - January 24, 2024

ORDINANCES FOR GRANTS OF PRIVILEGE IN THE PUBLIC WAY:

WARD

(27) JAY B ROSS - O2023-0006431

To maintain and use, as now constructed, one (1) awning projecting over the public right-of-way adjacent to its premises known as 840 West Grand Avenue.

MISCELLANEOUS ITEMS:

WARD

(1) AUTOHAUS TIRES & REPAIR, LLC - O2023-0006172

An ordinance authorizing and directing the Department of Transportation to exempt AUTOHAUS TIRES & REPAIR, LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 2324 North California Avenue.

(4) "HONORARY YOLANDA TRAVIS MACK WAY" - O2023-0006364

An ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Lake Park Avenue, between East 52nd Street and East 53rd Street, as "Honorary Yolanda Travis Mack Way".

(23) "HONORARY POLICE OFFICER ANDRES M. VASQUEZ LASSO ROAD" - O2023-0005871

An ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Marquette Road, south side of the street, between South Central Park Avenue to South Hamlin Avenue, as "Honorary Police Officer Andres M. Vasquez Lasso Road".

(25) RUBEN MANDUJANO/XOCO HOUSE, LLC - O2023-0006331

An ordinance authorizing and directing the Department of Transportation to exempt RUBEN MANDUJANO/XOCO HOUSE, LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 2317 West 18th Street.

(26) PHOENIX ELECTRIC MANUFACTURING - O2023-0006071

An ordinance authorizing and directing the Department of Transportation to exempt PHOENIX ELECTRIC MANUFACTURING from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 2235 North Knox Avenue.

(27) RIVER NORTH CARWASH - O2023-0006430

An ordinance authorizing and directing the Department of Transportation to exempt RIVER NORTH CARWASH from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1317 West North Avenue.

(27) SOARDIST USA - O2023-0006429

An ordinance authorizing and directing the Department of Transportation to exempt SOARDIST USA from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 2225 West Hubbard Street.

(28) PREMIUM VELOCITY AUTO LLC DBA JIFFY LUBE - O2023-0006256

An ordinance authorizing and directing the Department of Transportation to exempt PREMIUM VELOCITY AUTO LLC DBA JIFFY LUBE from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1224 South Western Avenue.

(28) THE COMMUNITY BUILDERS - O2023-0006255

An ordinance authorizing and directing the Department of Transportation to exempt THE COMMUNITY BUILDERS from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 4309 West Madison and 4329 West Madison Street.

MISCELLANEOUS ITEMS:

WARD

(29) ARTURO'S MEXICAN FOOD - O2023-0006068

An ordinance authorizing and directing the Department of Transportation to exempt ARTURO'S MEXICAN FOOD from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 7146 West Diversey Avenue.

(35) "ALDERMAN ROBERT AND EUGENIE BRANDT WAY" - O2023-0006053

An ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Fullerton Avenue, at Kimball Avenue on the southwest corner and going east to North Kedzie Boulevard, as "Alderman Robert and Eugenie Brandt Way".

(35) "MIGUEL 'NENE' PADILLA JR. WAY" - O2023-0006055

An ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Fullerton Avenue, at Keystone Avenue on the southeast corner and going south on Keystone Avenue, as "Miguel 'Nene' Padilla Jr. Way".

(36) VOLO HOLDINGS, LLC - O2023-0006067

An ordinance authorizing and directing the Department of Transportation to exempt VOLO HOLDINGS, LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 943 North Damen Avenue.

(39) BLUEPRINT BROADCASTING - O2023-0006042

An ordinance authorizing and directing the Department of Transportation to exempt BLUEPRINT BROADCASTING from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 4986 North Elston Avenue.

(39) TACO PROS - O2023-0005492

An ordinance authorizing and directing the Department of Transportation to exempt TACO PROS from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 4126 West Montrose Avenue.

(40) "ELISE MALARY WAY" - O2023-0006011

An ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 1500 block of West Catalpa Avenue, from North Clark Avenue running West to North Ashland Avenue, as "Elise Malary Way".

(42) "ROSE FAY THOMAS WAY" - O2023-0006444

An ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the southside of West Grand Avenue, from North LaSalle Drive to North Clark Street, as "Rose Fay Thomas Way".

(48) JC AUTOS - O2023-0006438

An ordinance authorizing and directing the Department of Transportation to exempt JC AUTOS from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 5521 North Clark Street.

MISCELLANEOUS ITEMS:

WARD

(48) ONE COLLISION AUTO & GLASS, INC. - O2023-0006439

An ordinance authorizing and directing the Department of Transportation to exempt ONE COLLISION AUTO & GLASS, INC. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1123 West Catalpa Avenue.

(49) TAPIA'S AUTO REPAIR - O2023-0006140

An ordinance authorizing and directing the Department of Transportation to exempt TAPIA'S AUTO REPAIR from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 7015 North Ravenswood Avenue.

SUBDIVISION

WARD

(30) NINE ON CENTRAL RESUBDIVISION - O2023-0006447

A proposed Nine on Central Resubdivision being a resubdivision of certain lots owned by MK Construction and Builders, Inc. an Illinois corporation in the block bounded by West Cornelia Avenue, West Newport Avenue, North Central Avenue, and North Major Avenue. This property is located in the 30th Ward.

**ORDINANCES FOR VACATIONS, DEDICATIONS, OPENINGS AND CLOSINGS OF
STREETS AND ALLEYS:**

WARD

(4) MICHAEL REESE HOSPITAL RELEASE OF USE RESTRICTION COVENANT - O2023-0006441

A proposed vacation of a portion of the north-south 16 foot wide public alley in the block bounded by South Lake Park Avenue, East 29th Street, East 30th Street and South Ellis Avenue (vacated). This property is located in the 4th Ward.



Committee on
Zoning, Landmarks & Building
Standards

AGENDA
COMMITTEE ON ZONING,
LANDMARKS & BUILDING STANDARDS
TUESDAY, JANUARY 23, 2024
AT 10:00 A.M.
COUNCIL CHAMBERS, CITY HALL, 121 N. LASALLE

Please Note:

Items on this Agenda are subject to change. If you have any questions regarding this Agenda, please contact the Committee on Zoning, Landmarks & Building Standards via email at nicole.wellhausen@cityofchicago.org

- I. Roll Call
- II. Approval of Rule 45 Minutes
- III. Deferred Items
- IV. Public Commentary
- V. New Business
- VI. Adjournment

Each person participating in public comment shall have up to three minutes to address all items on the agenda during the public comment period. The committee will not conduct separate public comment for each agenda item.

TEXT AMENDMENTS

DOC# O2023-0006384 MAYORAL ORDINANCE INTRODUCED (12-13-23)

Amendment of Municipal Code Titles 4, 11 and 14 to make technical corrections and adjustments to Chicago Construction Codes

DOC# O2023-0006382 MAYORAL ORDINANCE INTRODUCED (12-13-23)

Amendment of Municipal Code Titles 2 and 4 regarding licensing of apprentice plumbers, plumbers, and plumbing contractors

LARGE SIGNS OVER 100 FEET IN AREA, 24 FEET ABOVE GRADE –

DOC#	WARD	LOCATION	PERMIT ISSUED TO
Or2023-0006427	1	2257 W North Ave	Indian Paradise
Or2023-0006426	1	2160 N Milwaukee Ave	Doyle Signs Inc.
Or2023-0006103	23	5417 S Pulaski Road	Su Familia Real Estate
Or2023-0006433	27	1015 N Halsted St	Storagemart
Or2023-0006432	27	1015 N Halsted St	Storagemart
Or2023-0006434	27	905 W Fulton Market	FVH Jars, LLC
Or2023-0006246	28	801 S Canal St	601W South Canal LLC
Or2023-0006339	28	1101 S Canal St	Whole Foods Market
Or2023-0006340	28	1101 S Canal St	Whole Foods Market
Or2023-0006341	28	1101 S Canal St	Whole Foods Market
Or2023-0006342	28	1101 S Canal St	Whole Foods Market
Or2023-0006179	38	4734 N Cumberland	FV Associates LLC
Or2023-0006181	38	5859 W Irving Park Rd	Explora Learning Center
TBD	46	3601 N Halsted St	BMO Bank N.A.
TBD	46	3601 N Halsted St	BMO Bank N.A.
TBD	46	804 W Montrose Ave	Rayito del Sol
TBD	46	804 W Montrose Ave	Rayito del Sol
Or2023-0006420	50	6450 N California Ave	The Ark

MAP AMENDMENTS- FOR PREVIOUSLY DEFERRED AMENDMENTS PLEASE SEE PAGE 11

NO. A-8856 (13th WARD) ORDINANCE REFERRED (11-1-23)

DOCUMENT #O2023-0005679

Common Address: 6244-50 W 63rd St

Applicant: Alder Marty Quinn

Change Request: B3-2 Community Shopping District to RS-2 Residential Single Unit (Detached House) District

NO. A-8857 (13th WARD) ORDINANCE REFERRED (11-1-23)

DOCUMENT #O2023-0005677

Common Address: 6332-48 S Central Ave

Applicant: Alder Marty Quinn

Change Request: B1-1 Neighborhood Shopping District to RS-2 Residential Single Unit (Detached House) District

NO. A-8858 (13th WARD) ORDINANCE REFERRED (11-1-23)

DOCUMENT #O2023-0005681

Common Address: 5623 W 63rd Pl

Applicant: Alder Marty Quinn

Change Request: B1-1 Neighborhood Shopping District to RS-2 Residential Single Unit (Detached House) District

NO. A-8855 (28th WARD) ORDINANCE REFERRED (10-4-23)

DOCUMENT #O2023-0005049

Common Address: 135 N Kildare Ave

Applicant: Alder Jason Ervin

Change Request: RT4 Residential Two Flat, Townhouse and Multi Unit District to POS-3 Open Space or Natural Area

NO. A-8854 (34th WARD) ORDINANCE REFERRED (10-4-23)

DOCUMENT #O2023-0004786

Common Address: 10 S Dearborn St

Applicant: Patrick Murphy, Zoning Administrator

Change Request: Planned Development 882 to DC-16 Downtown Core District

NO. A-8850 (35th WARD) ORDINANCE REFERRED (9-14-23)

DOCUMENT #O2023-0003990

COMMON ADDRESS: 2931-57 N Milwaukee Ave and 2912-2934 N Milwaukee Ave

Applicant: Alder Carlos Ramirez-Rosa

PROPOSED CHANGE: To de-designate as a Pedestrian Street a segment of the North Milwaukee right of way from the centerline of North Gresham Avenue and North Drake Avenue on the southeast and the centerline of North Central Park Avenue on the northwest

NO. A-8861 (43rd WARD) ORDINANCE REFERRED (11-1-23)

DOCUMENT #O2023-0005678

Common Address: 601-609 W Diversey Parkway and 2726-2736 N Lehman Court

Applicant: Alder Timothy Knudsen

Change Request: Planned Development 1302 to B3-5 Community Shopping District

NO. 22317 (2nd WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT #O2023-0006481

Common Address: 749-757 W North Ave, 1551-1577 N Halsted St, 1555-1569 N Clybourn Ave and 732-754 W Weed St

Applicant: LPC Chicago LLC

Owner: LPC Chicago LLC

Attorney: Paul Shaddle and Mariah DiGrino

Change Request: Business Planned Development No. 834 to B3-5 Community Shopping District and then to a Residential Business Planned Development

Purpose: Thirty seven (37) story building with up to 396 residential dwelling units and approximately 2,500 sq.ft. of retail space. The existing two story concrete and brick building containing approximately 46,000 sq. of retail space and the existing 4 story parking garage containing 158 parking spaces would remain and provide accessory parking for the Planned Development.

NO. 22316 (2nd WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006463

Common Address: 201 E Delaware Pl

Applicant: Raffaello Chicago Prop Co. LLC

Owner: Raffaello Chicago Prop Co. LLC

Attorney: Katie Jahnke Dale

Change Request: Residential Business Planned Development No. 133, to Planned Development 133, as amended

Purpose: To allow for the conversion of the existing building into a mixed use building containing up to 140 residential dwelling units , 56 hotel units, office, eating and drinking establishment and other retail/commercial uses. The overall FAR will be 11.0 with 140 provided bicycle spaces.

NO. 22322 (4th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006518

Common Address: 717-739 S Clark St

Applicant: 739 S Clark Holdings LLC

Owner: 739 S Clark Holdings LLC

Attorney: Katie Jahnke Dale

Change Request: DX-12, Downtown Mixed-Use District to DX-16, Downtown Mixed-Use District

Purpose: To allow the conversion of commercial space to residential

NO. 22305 (11th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006173

Common Address: 4161-93 S Halsted St

Applicant: Kasper Development LLC

Owner: Kasper Development LLC

Attorney: Paul Kolpak

Change Request: B3-2 Community Shopping District to B2-2 Neighborhood Mixed Use District

Purpose: To allow for the subdivision of one zoning lot into fourteen individual zoning lots in order to construct fourteen single family residential buildings

NO. 22304 (25th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006171

Common Address: 2149-59 S Paulina Street; 1658 W Cermak Road

Applicant: Romauldo Camarena

Owner: Romauldo Camarena

Attorney: Ximena Castro

Change Request: RT4 Residential Two Flat, Townhouse and Multi Unit District to C1-2 Neighborhood Commercial District

Purpose: To establish a general restaurant

NO. 22310-T1 (25th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006401

Common Address: 2015-2025 S Leavitt St; 2158 W 21st St

Applicant: 3527 S DAMEN LLC

Owner: 3527 S DAMEN LLC

Attorney: Ximena Castro

Change Request: B3-2 Community Shopping District to B2-5 Neighborhood Mixed-Use District

Purpose: To convert from 9 to 12 dwelling units by adding 3 new dwelling units

NO. 22314-T1 (25th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006453

Common Address: 2009 S Loomis Ave

Applicant: Antonio Vargas

Owner: Antonio Vargas

Attorney: Ximena Castro

Change Request: RT4 Residential Two Flat, Townhouse and Multi Unit District to RM5 Residential Multi-Unit District

Purpose: To construct a new 4 story residential building with 4 dwelling units, 4 bicycle spaces and 3 surface parking spaces

NO. 22320-T1 (25th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006503

Common Address: 2542 S Albany Ave

Applicant: 2542 S Albany LLC

Owner: 2542 S Albany LLC

Attorney: Ximena Castro

Change Request: RM4.5, Residential Multi-Unit District to RM6 Residential Multi-Unit District

Purpose: To add four additional dwelling units for a total of eight dwelling units on the subject property

NO. 22311-T1 (27th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006404

Common Address: 723 N Willard Ct

Applicant: Blenheim Place LLC

Owner: Blenheim Place LLC

Attorney: Ximena Castro

Change Request: RS3 Residential Single Unit (Detached House) District to B2-3 Neighborhood Mixed-Use District

Purpose: To convert the building from 2 dwelling units to 4 dwelling units and a new roof top dormer addition

NO. 22309-T1 (27th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006397

Common Address: 1035-1049 N Orleans St and 325-333 W Hill St

Applicant: After School Matters, Inc.

Owner: After School Matters, Inc.

Attorney: Scott Borstein

Change Request: DX-5, Downtown Mixed-Use District to DX-5, Downtown Mixed-Use District

Purpose: The renovation and alteration of the existing building for sports and recreation, participant Children's Play Center Use

NO. 22318 (27th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006496

Common Address: 400 N Elizabeth St

Applicant: 400 N Elizabeth Property LLC

Owner: 400 N Elizabeth Property LLC

Attorney: Rich Klawiter and Katie Jahnke Dale

Change Request: Planned Development No. 1528 to DX-7 Downtown Mixed-Use District then to a Residential Business Planned Development

Purpose: A 380 foot building and a 360 foot building together comprising 724 residential units and 2000 sq.ft. of retail space; 348 accessory parking spaces; and 724 bicycle parking spaces. Accessory and incidental uses as well as 27, 015 sq.ft of open space will be provided. The overall FAR will be 11.5

NO. 22307 (29th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006383

Common Address: 4910 W Harrison St

Applicant: Segundo Quizhpi

Owner: Segundo Quizhpi

Attorney: Dean Maragos

Change Request: RS3 Residential Single Unit (Detached House) District to RT4 Residential Two Flat, Townhouse and Multi Unit District

Purpose: Existing two dwelling units. New Conversion to 3 dwelling units and legalize new upper story addition

NO. 22313 (32nd WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006452

Common Address: 2154-58 W Wellington Ave

Applicant: Bowes Trust dated April 3, 2013

Owner: Bowes Trust dated April 3, 2013

Attorney: Thomas Moore

Change Request: RS3 Residential Single Unit (Detached House) District to RT3.5, Residential Two Flat, Townhouse and Multi Unit District

Purpose: To allow the construction of a new 3 story 4 dwelling unit residential building

NO. 22315 (34th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006454

Common Address: 30 N LaSalle

Applicant: 30 N LaSalle Owner LLC

Owner: 30 N LaSalle Owner LLC

Attorney: Richard Klawiter

Change Request: Planned Development 596 to DC-16 Downtown Core District

Purpose: To allow for dwelling units

NO. 22312-T1 (35th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006410

Common Address: 2820 W Diversey Ave

Applicant: Belvedere Financial LLC

Owner: Belvedere Financial LLC

Attorney: Rolando Acosta

Change Request: B3-1 Community Shopping District to B2-3 Neighborhood Mixed-Use District

Purpose: To legalize the conversion from 1 dwelling unit to 4 dwelling units within the existing 2 story residential building

NO. 22303-T1 (35th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006167

Common Address: 3652-3658 W Wrightwood Ave

Applicant: 3652 Wrightwood Property, LLC

Owner: 3652 Wrightwood Property, LLC

Attorney: Liz Butler/ Braeden Lord

Change Request: B1-2 Neighborhood Shopping District to C1-1 Neighborhood Commercial District

Purpose: To establish a proposed hair salon with massage services

NO. 22306-T1 (35th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006180

Common Address: 3120 N Kedzie Ave

Applicant: Pablo Espiritu

Owner: Pablo Espiritu

Witness: Pablo Espiritu

Change Request: B3-1 Community Shopping District to B2-3 Neighborhood Mixed-Use District

Purpose: To allow the conversion from 2 dwelling units to 4 dwelling units within the existing 2 story residential building

NO. 22308-T1 (37th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006391

Common Address: 4735 W North Ave

Applicant: Fam-Li Entertainment LLC

Owner: Fam-Li Entertainment LLC

Attorney: Dean Maragos

Change Request: M1-1 Limited Manufacturing District to C1-1 Neighborhood Commercial District

Purpose: A family style general restaurant with live entertainment and liquor

NO. 22321-T1 (40th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006517

Common Address: 5023-35 North Lincoln Ave; 2441-53 W Winnemac Ave

Applicant: THNS LLC

Owner: THNS LLC

Attorney: Rolando Acosta

Change Request: B2-3 Neighborhood Mixed-Use District to B2-3 Neighborhood Mixed-Use District

Purpose: To modify plans to develop the property with a five story mixed use building containing three 1,200 sq.ft. of commercial space, 47 residential dwelling units and 15 parking spaces

NO. 22319 (40th WARD) ORDINANCE REFERRED (12-13-23)

DOCUMENT # O2023-0006502

Common Address: 2917-35 W Lawrence Ave

Applicant: North Branch River Properties

Owner: North Branch River Properties

Attorney: Rolando Acosta

Change Request: C1-2 Neighborhood Commercial District to B2-3 Neighborhood Mixed-Use District

Purpose: A new 5 story mixed use building with ground floor commercial space and residential dwelling units above

PREVIOUSLY DEFERRED ITEMS

NO. 22246 (20th WARD) ORDINANCE REFERRED (9-14-23)

DOCUMENT #O2023- 0004076

Common Address:6536 S Dorchester Ave

Applicant: The Bowa Group, Inc.

Owner: The Bowa Group, Inc.

Attorney: Roland Burriss II

Change Request RS-2 Residential Single Unit (Detached House) District to RT4 Residential Two Flat, Townhouse and Multi Unit District

Purpose: Two-story, two dwelling unit with basement and two car garage

NO. 22245 (20th WARD) ORDINANCE REFERRED (9-14-23)

DOCUMENT #O2023- 0004070

Common Address:6534 S Dorchester Ave

Applicant: The Bowa Group, Inc.

Owner: The Bowa Group, Inc.

Attorney: Roland Burriss II

Change Request RS-2 Residential Single Unit (Detached House) District to RT4 Residential Two Flat, Townhouse and Multi Unit District

Purpose: Two-story, two dwelling unit with basement and two car garage

NO. 22178 (27th WARD) ORDINANCE REFERRED (5-24-23)

DOCUMENT #02023-2001

Common Address: 420 N May St

Applicant: 420 N May Property LLC

Owner: 420 N May Property LLC

Attorney: Mariah DiGrino, DLA Piper LLP

Change Request: M2-3 Light Industry District to DX-5 Downtown Mixed-Use District, and then to a Planned Development

Purpose: To permit the construction of a 53 story building with 587 residential dwelling units and approximately 10,000 sq.ft. of retail commercial and amenity space at the ground floor. The total project FAR will be 8.1 and 440 accessory parking spaces will be provided

NO. 22284 (27th WARD) ORDINANCE REFERRED (11-1-23)

DOCUMENT #O2023 -0005685

Common Address: 1016-1020 W Lake St

Applicant: 718. LLC and West Lake Chicago Investors LLC

Owner: 718. LLC and West Lake Chicago Investors LLC

Attorney: Rich Klawiter

Change Request: C1-1 Neighborhood Commercial District and C1-2 Neighborhood Commercial District to DX-7 Downtown Mixed Use District and then to a Residential Business Planned Development

Purpose: To allow for the construction of a hotel with approximately 143 keys, 219'6" feet in height, FAR of 11.5, with commercial and accessory uses

NO. 22249 (34th WARD) ORDINANCE REFERRED (9-14-23)

DOCUMENT #O2023- 0004084

Common Address: 354 N Union Avenue

Applicant: Onni 352 N Union Chicago LLC

Owner: Onni 352 N Union Chicago LLC

Attorney: Edward Kus

Change Request: Planned Development 1320 to Planned Development 1320, as amended

Purpose: To add lodging as a permitted use and modify the open space site plan

Miscellaneous Business



MICHAEL D. RODRÍGUEZ

ALDERPERSON - 22ND WARD

PUBLIC SERVICE OFFICE

2500 SOUTH ST. LOUIS AVENUE
CHICAGO, ILLINOIS 60623
TELEPHONE: (773) 762-1771
FAX: (773) 762-1825
WARD22@CITYOFCHICAGO.ORG

**CITY COUNCIL
COMMITTEE MEMBERSHIPS**

WORKFORCE DEVELOPMENT (CHAIR)
AVIATION
BUDGET AND GOVERNMENT OPERATIONS
COMMITTEES AND RULES
FINANCE
IMMIGRATION AND REFUGEE RIGHTS
SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION
TRANSPORTATION AND PUBLIC WAY

COUNCIL CHAMBER

CITY HALL, ROOM 300
121 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60602
TELEPHONE: (312) 744-3325

January 22, 2024

To Whom It May Concern,

I hereby give notice that at the next City Council meeting to be held on Wednesday, January 24, 2024, I intend to call for a vote, under the heading of miscellaneous business, on an ordinance adopting an arbitration option in certain police disciplinary cases, which is attached to this notice. The Office of the City Clerk is kindly requested to include this matter on the agenda of the City Council meeting to be held on Wednesday, January 24, 2024.

Sincerely,

Chicago City Clerk-Council Div.
2024 JAN 22 AM8:11

ORDINANCE

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

SECTION 1. The City Council hereby approves the arbitration option in certain police disciplinary cases as set forth in the January 4, 2024-Interest Arbitration Award, substantially as set forth in the term sheet attached hereto. The Mayor is authorized to execute an agreement to incorporate this arbitration award into the Collective Bargaining Agreement between the City of Chicago and the Chicago John Dineen Lodge No. 7 (formerly known as Fraternal Order of Police, Lodge #7).

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

January 18, 2024

Term Sheet for the Supplemental Final Interest Arbitration Opinion and Award to be Incorporated into the Collective Bargaining Agreement between the Chicago John Dineen Lodge No. 7 (formerly known as Fraternal Order of Police, Lodge #7 or FOP) and the City of Chicago

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

2. **Supplemental Final Interest Arbitration Opinion and Award: Arbitration of Police Discipline:** set forth in the attached supplemental final opinion and award

Throughout the City and Lodge's formal collective bargaining history which began in 1981, the Lodge and the City have agreed that certain disciplinary matters (lengthy suspensions and discharge/separation cases) fall within the exclusive jurisdiction of the Police Board. Pursuant to the October 19, 2023-Interest Arbitration award, the Arbitrator allowed officers and the Lodge a choice between arbitration or the police board for suspensions of 366 days or more and separation cases. On December 13, 2023, City Council rejected the October 19, 2023-Interest Arbitration Award, so the parties went back before the Arbitrator who issued the attached Supplemental Final Opinion and Award. If the Supplemental Final Opinion and Award is approved, and an officer/the Lodge selects arbitration:

- **Transparency:** the arbitration hearing will be closed to the public;
- **Paid Status (while hearing proceeds):** the officer will remain in a paid status until the arbitrator rules on the disciplinary action;
- **Training:** arbitrators will not have to undergo the same training that the consent decree requires for police board members;
- **Retroactivity:** this provision would be retroactive to September 14, 2022.

The City filed an dissenting opinion which is also attached.

**BEFORE
DISPUTE RESOLUTION BOARD**

**EDWIN H. BENN (Neutral Chair)
CICELY PORTER ADAMS (City Appointee)
JOHN CATANZARA, JR. (Lodge Appointee)**

In the Matter of the Arbitration

between

CITY OF CHICAGO

("CITY")

and

**FRATERNAL ORDER OF
POLICE, CHICAGO LODGE NO. 7**

("LODGE")

**CASE NOS.: L-MA-18-016
AAA 01-22-0003-6534
Arb. Ref. 22.372
(Interest Arbitration)**

SUPPLEMENTAL FINAL OPINION AND AWARD

APPEARANCES:

**For the City: James C. Franczek, Jr. Esq.
David A. Johnson, Esq.
Jennifer A. Dunn, Esq.**

**For the Lodge: Joel A. D'Alba, Esq.
Margaret A. Angelucci, Esq.**

Dated: January 4, 2024

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Following the Chicago City Council's rejection of the arbitration provisions of this Dispute Resolution Board's October 19, 2023 Final Award (City's Board Member dissenting) and after return of the matter to this Board, a majority of this Board reaffirms the mandate for arbitration found in the Final Award.

Because of the length of this Supplemental Final Award, I have provided a summary (pages 3-10) and a more complete full discussion (pages 11-end).

SUMMARY

1. Background

By vote of 33 to 17 on December 13, 2023, the Chicago City Council rejected the arbitration provisions of this Dispute Resolution Board's October 19, 2023 Final Award (City Member dissenting in the Final Award). The remaining terms for changes to the parties' successor collective bargaining agreement to the contract that expired June 30, 2017 adopted by the Final Award through this interest arbitration proceeding were ratified in a separate vote by the City Council.

The Final Award provided for an option for the Lodge to protest disciplinary actions in excess of 365 days and separations (dismissals) issued to police officers to arbitration rather than having those disputes exclusively decided by the Chicago Police Board. That option currently exists for officers who receive suspensions ranging from 11 to 365 days. The Final Award extended that option to those officers who are charged to receive disciplinary suspensions in excess of 365 days and dismissals.

The rejected arbitration provisions of the Final Award have been returned to this Board for consideration.

2. Violation Of The Oath Of Office

The Workers' Rights Amendment of the Illinois Constitution provides that "[n]o law shall be passed that interferes with, negates, or diminishes the right of employees to organize and bargain collectively over their wages, hours, and other terms and conditions of employment" The Workers' Rights Amendment is a constitutional protection of the statutory right for final and binding arbitration explicitly provided in Sections 8, 2 and 15 of the Illinois Public Labor Relations Act ("IPLRA"). Those sections of the IPLRA specifically *guarantee* police officers the right to have final and binding arbitration in their collective bargaining agreements. That is the "Rule of Law". That firmly established rule has been followed in 17 published interest arbitration awards dating back to 1988 (prior to this case, six of those awards issued by this Neutral Chair going back to 1990).

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The alderpersons of the City Council (as did Mayor Johnson) took an oath that “I _____ do solemnly swear that I will support ... the Constitution of the State of Illinois”

Those alderpersons who voted to reject the arbitration requirements of the Final Award which placed the statutory and constitutional right of arbitration for protests of disciplinary matters in excess of 365 days into the parties’ collective bargaining agreement therefore violated their oath of office to “... support ... the Constitution of the State of Illinois.” Mayor Johnson’s statements advocating for rejection by the City Council and then supporting that rejection after it occurred (“*So if you’re asking this body to just simply accept something because it’s law*, that would be the antithesis to how this stage even exists”) similarly constituted a violation of his oath of office. The laws of Illinois are not merely “*asking* this body to just simply accept something because it’s law” – the laws of Illinois are *telling* the City that it *must* accept “something because it’s law”. Rejecting a constitutionally protected right of arbitration and therefore denying that right to police officers is not an action consistent with an oath “... that I will support ... the Constitution of the State of Illinois”

**3. Reasons Offered By Those Alderpersons Voting For Rejection
Of The Arbitration Provisions Of The Final Award Do Not Per-
mit Them To Ignore The Rule of Law**

The right for police officers to have arbitration is a statutory and constitutional mandate that if the Lodge requests to have arbitration over these disciplinary actions in its collective bargaining agreement with the City as it has done in this case, such a provision *must* be placed into the parties’ collective bargaining agreement providing for that right.

The reasons offered for rejection of the arbitration provisions of the Final Award as stated by alderpersons speaking at the December 13, 2023 City Council meeting show strongly held beliefs that arbitration is a corrupt form of dispute resolution because the requirement for arbitration “just is not right”; the process occurs “behind closed doors”; and for some, there is a distrust – indeed, a disdain – of the police.

However, adherence to the Rule of Law is not a request or a cafeteria selection process for the City to choose which State of Illinois laws should apply and which should not. Compliance with the Rule of Law is an obligation. And that obligation applies equally to everyone – individuals and governing bodies, be they large or small in stature or size, powerful or not.

Taking the City Council’s reasons for rejection to its logical extent, if laws such as the IPLRA could be ignored because it is felt by the City Council that those laws are not “just” or “right”, then the City could ignore all State if Illinois or federal laws applicable to the City and, going further, individuals could opt to not pay taxes, fees,

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finer, comply with City ordinances, state and federal laws, etc. which they similarly believe are not “just” or “right”.

In a democracy, that is not how it works.

4. The Coming Litigation And The City’s Chances Of Prevailing

Should the City Council’s rejection of the arbitration provisions of the Final Award remain unchanged, there will be court action instituted by the Lodge to enforce the arbitration provisions of the Final Award.

At the December 7, 2023 Committee on Workforce Development, labor counsel for the City Jim Franczek was asked about the chances of the City prevailing in that sure-to-come court challenge. Jim Franczek is one of the most highly regarded, respected and experienced management-side attorneys in the country. Mr. Franczek candidly responded with the assessment that although the City has what he characterized as “pretty strong” arguments to present to a court, “... a challenge in the Circuit Court of Cook County to an interest arbitrator decision is a steep hill to climb and that would be a challenging legal proceeding for the City of Chicago ... the challenge in circuit court, yes, is going to be significant”

From my view of this matter, the City’s chances of prevailing in that litigation will be a *very* steep hill to climb that will be a *very* challenging legal proceeding for the City (indeed, a course of action with no possibility of prevailing).

The City’s overwhelming hurdle in court will be because:

1. The courts give great deference to interpretations made by arbitrators.
2. The Federal Court Consent Decree in paragraph 711 specifically carves out collective bargaining and interest arbitrations such as this proceeding from coverage by that decree. Moreover, aside from the carve out for these proceedings in paragraph 711 of the Consent Decree, the Federal Court would be hard pressed to deny the statutory and constitutionally protected right for arbitration due to a consent decree to which the Lodge was not a party and was even denied the ability to become a party when the Lodge was denied intervention by the Federal Court. In short, the Consent Decree does not apply to this case.
3. The City does not have a winnable public policy argument because the Illinois Supreme Court has stated “... Illinois public policy is shaped by our statutes, through which the General Assembly speaks.” Because of the IPLRA’s mandate for final and binding arbitration for police officers found in Section 8; the specific public policy declaration for arbitration for police officers’

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collective bargaining disputes found in Section 2; and the supremacy clause found in Section 15, the public policy in Illinois is to require final and binding arbitration for protests of the kinds of discipline cases at issue in this matter.

4. Because the Lodge no longer “mutually agree[s] otherwise” to have the Police Board decide these cases rather than to have arbitration, under Section 8’s mandate for arbitration in collective bargaining agreements, the fact that there has been a long history of having the Police Board resolve the type of disciplinary actions involved in this case is not relevant.
5. The City’s argument that arbitration is not “transparent” because the proceedings are not open to the public cannot prevail over the right for arbitration found in the IPLRA which is a right supported by the Workers’ Rights provisions of the Illinois Constitution. The legal precedent is that “[a]rbitration is, however, a private proceeding which is generally closed to the public.” Further, the ethics rules of the American Arbitration Association and National Academy of Arbitrators which provide for the privacy of arbitration support the privacy of arbitration in this case. However, the parties are free to request an arbitrator in an individual case to open the proceedings to the public. In any event, whether the proceedings are open to the public is a procedural question and the U. S. Supreme Court has found that “[o]nce it is determined, as we have, that the parties are obligated to submit the subject matter of a dispute to arbitration, ‘procedural’ questions which grow out of the dispute and bear on its final disposition should be left to the arbitrator.”
6. Any argument that adoption of arbitration and doing so as a private proceeding is inconsistent with “the interests and welfare of the public” under the IPLRA cannot prevail because the interests and welfare of the public are that the Rule of Law from Sections 8, 2 and 15 of the IPLRA and the Illinois Constitution must be followed. The “interests and welfare of the public” are not to have the City Council pick and choose which laws of the State of Illinois are to apply to the City on the basis of what the City Council believes are laws that are not “just” or “right”. Moreover, the IPLRA provides that “[t]he lawful authority of the employer” can be considered by interest arbitrators. The City has no “lawful authority” to act in direct contradiction of the Rule of Law from Sections 8, 2 and 15 the IPLRA and the Illinois Constitution requiring final and binding arbitration in police collective bargaining disputes.

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7. Since 1988 there have been 17 published interest arbitration awards (prior to this dispute, six by this Neutral Chair going back to 1990) that have held consistent with Sections 8, 2 and 15 of the IPLRA that if a party requests to have arbitration of disputes, including discipline, that party is entitled to that right to be placed in the collective bargaining agreement.
8. An interest arbitration such as this requiring the mandate for arbitration as provided in Sections 8, 2 and 15 of the IPLRA is a proceeding to *apply* the law as set forth in those sections – it is not a proceeding to *make* the law. Those who oppose arbitration of police discipline because they believe it “just is not right” or because they distrust (or disdain) the police, can only get the requirement for arbitration changed through changing the law. That result cannot be obtained in an interest arbitration proceeding before this Dispute Resolution Board.

Therefore, in reality, the likelihood of the City prevailing in the coming court challenge to the Final Award is none. The result of a court challenge will be costly to the City – monetarily and to the morale of the police officers as they see the City thumbing its nose at such a clear statutorily and constitutionally mandated right that the Lodge seeks in this case.

5. The City’s Potential Liability

The coming court battle may well go on for years. In the end, the officers who were adversely affected because they were not afforded the right to arbitration will be entitled to be made whole for losses they suffered as a result of being deprived of the statutory and constitutional right of arbitration and they will be entitled to make-whole relief for the delay caused by the City in refusing to follow the Final Award.

Make-whole relief is not just backpay for lost wages. Not only are lost wages part of make-whole relief, but so are costs that are a direct or indirect but foreseeable consequence of the deprivation of a right. Here, for the adversely affected officers, that would include, out-of-pocket medical expenses; credit card debt incurred due to lost wages; and other costs simply to make ends meet. Further, make-whole relief could also include those costs resulting from loss of a car or a home. Those elements of make-whole relief are consistent with the broad authority to formulate remedies possessed by arbitrators as remedies are designed to restore the *status quo ante* – *i.e.*, to put the parties back to where they would have been before a contract violation occurred and to make whole those who have been harmed by a breach of the contract.

The remedy for the City Council’s refusal to ratify the arbitration provisions of the Final Award will apply to *all* officers who were suspended for periods greater than 365 days or dismissed who were or become deprived of the right of arbitration going back to the retroactive date of September 14, 2022 – whether those officers’ discipline

is ultimately upheld or denied in arbitration. That is because, like disciplinary actions for officers between 11 and 365 days, under the Final Award those officers who are being forced to have their disciplinary actions adjudicated by the Police Board now have the same right that exists under the prior contract for officers whose discipline was between 11 and 365 days to remain on the payroll until their cases are decided in arbitration.

In her presentation to the City Council opposing rejection, Alderwoman Silvana Tabares recognized that prospect of wasted taxpayers' money on police officers whose discipline would have been upheld in arbitration, but who will be entitled to a remedy because of the City's delay caused by its challenging the arbitration provisions of the Final Award. Alderwoman Tabares pointed out to the City Council:

These cases will last years and could cost the City hundreds of millions of dollars. Those are dollars that will go into the pockets of police officers who were rightfully suspended or terminated. None of us – I'm sure none of us want public dollars to be awarded in court to bad cops as opposed to being used to fund mental health clinics or homeless services.

Alderwoman Tabares is correct.

6. The Detractors Of Arbitration And Chicago's Version Of "The Big Lie"

The detractors of arbitration have successfully persuaded some members of the public and those alderpersons who voted to reject with assertions that the privacy of arbitration which occurs "behind closed doors" is somehow a corrupt process for dispute resolution – even though arbitration is required by the Rule of Law and is the long-held policy of this state (as well as at the federal level). Misinformation, untruths and half-truths about the arbitration process have been fed to the public and have been repeated over and over to the point that the misinformation, untruths and half-truths have now become fact. That misinformation, untruths and half-truths are that the Lodge selects the arbitrators and the arbitrators therefore have a financial incentive to please the Lodge and the arbitrators therefore compromise their decisions and rule in the Lodge's favor in order to get future work. The fact and truth are that arbitrators are *mutually* selected by *the parties* (and *not* solely by the Lodge as has been misrepresented) and that the arbitrators cannot compromise their decisions to curry favor with the Lodge because doing so will (and should) get those arbitrators removed from hearing future cases. The rule for the arbitrators is "Good cases win. Bad cases lose. Split no babies. Throw no bones." If arbitrators do not follow that rule, they should not be used.

The strategy that has been used to disparage arbitration through repeated misinformation, untruths and half-truths is the same type of strategy used by those

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now seeking to divide the country through repetition of “The Big Lie” that former President Trump actually won the 2020 election and that election was “rigged.” As former President Trump told his White House press secretary Stephanie Grisham, to make a falsity into truth “[a]s long as you keep repeating something, it doesn’t matter what you say.” That is what happened here when the phrase “behind closed doors” and untrue inherent biases of arbitrators whose goal has been made out to be that arbitrators decide and compromise cases based upon their desire to be selected for future work were repeatedly used in a negative fashion to describe the decades-old statutory right to arbitration. Disputes decided in arbitration by arbitrators are decided on the basis of the circumstances and facts presented in each case – arbitrators call balls and strikes – period.

It should be lost on no one that this interest arbitration proceeding resolved many unresolved issues between the parties that festered for now over six and one-half years and arbitration of discipline was only one of those issues. The end product of this interest arbitration proceeding was captured by the City Member’s dissenting opinion in the Final Award:

The Neutral Chair has labored valiantly, and successfully, to assist the parties in reaching agreement on a broad range of issues, as set forth in the Appendix attached to the Neutral Chair’s “Final Opinion and Award” (“Award”). It is the City’s belief that these agreements are in the best interest of all parties, especially including the residents of Chicago, and will prove instrumental in advancing the City’s continuing commitment to embedding principles of constitutional policing. We are grateful to the Neutral Chair for his efforts in helping the parties get to this outcome.

This interest arbitration that resulted in resolution of the many remaining long-running disputes between the parties was an arbitration proceeding that was conducted “*behind closed doors.*”

7. The Simple And Required Result

All of this really returns to one simple notion. With the statutory mandate for arbitration found in the IPLRA as protected by the Workers’ Rights Amendment to the Illinois Constitution which constitute the Rule of Law, those alderpersons who voted to reject the arbitration provisions of the Final Award violated their oath of office that “I _____ do solemnly swear that I will support ... the Constitution of the State of Illinois” And while slogans, catch phrases, public relations efforts and talking points like “behind closed doors” have been successfully utilized to disparage and demean arbitration to achieve the result from the City Council (but at the same time has allowed those voting to reject to make their no doubt heart-felt positions publicly known), the real phrase for those alderpersons who voted to reject is this:

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“You took an oath.”

Therefore, the City Council must not reject the arbitration provisions of the Final Award.

8. A Plea

Therefore, I make a last-ditch plea to the City Council. Please, don't do this and continue with the rejection and go down a path of years of fruitless, expensive and wasteful litigation and resulting discord – only to lose that litigation and then to have to pay make-whole relief for those officers who were affected by the delay – whether those officers ultimately prevail in arbitration or not. Please, consider the absolutely correct legal assessment given to you by the City's attorney that although there are arguments that can be presented, “... a challenge in the Circuit Court of Cook County to an interest arbitrator decision is a steep hill to climb and that would be a challenging legal proceeding for the City of Chicago ... the challenge in circuit court, yes, is going to be significant”

To those alderpersons who voted to reject and to Mayor Johnson, your disagreement and dislike of the result of the arbitration requirements of the Final Award which you made on behalf of some of your constituents have been heard and preserved by this Supplemental Final Award and video of the City Council proceedings. If you voted to reject to make a protest, your point has been made. Now please don't throw away potentially large sums of taxpayers' money that could be used better elsewhere than on a legal fight you cannot win which you are undertaking to make a point you have already resoundingly made. The law is clear – and you took an oath to support that law. If you don't like the results coming from the Rule of Law, then seek to change the law. However, you cannot ignore or defy the results of the Rule of Law merely because you do not like those results.

Again, “You took an oath.”

9. Conclusion

The arbitration provisions of the Final Award therefore remain.

FULL DISCUSSION

I. BACKGROUND

To reject the terms of an interest arbitration award, the Chicago City Council must do so by a three-fifths vote (30 votes needed to reject). If not rejected by the required number of votes, the terms of an interest arbitration award become the parties' collective bargaining agreement.

By a vote of 33 to 17 on December 13, 2023, the Chicago City Council rejected a portion of an interest arbitration award ("Final Award") issued by this Dispute Resolution Board on October 19, 2023 (City's Member dissenting) adopting a proposal made by the Lodge to be part of the parties' new Agreement. That proposal was to provide to the Lodge the option to protest disciplinary actions of greater than 365 days and separations (dismissals) issued to police officers to final and binding arbitration rather than having the Chicago Police Board decide all of those disputes. The remainder of the new Agreement which was resolved through the interest arbitration process was ratified by the City Council.

This Supplemental Final Award issues as a result of that partial rejection vote by the City Council to place the arbitration provisions into the new Agreement between the parties and the returning of this matter to this Board.

As the Neutral Chair of the Dispute Resolution Board, I have issued three prior decisions in this dispute – an Interim Award dated June 26, 2023; a Supplemental Interim Award dated August 2, 2023; and the Final Award dated October 19, 2023.¹

¹

The Interim Award is posted at:

https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/L-MA-18-016_Interim_Award.pdf

The Supplemental Interim Award is posted at:

https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/L-MA-18-016_Supp_award.pdf

The Final Award is posted at (copy and paste the URL into a browser if the link doesn't open to the award):

[https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/City of Chicago - FOP Lodge 7 Interest Arbitration Award \(L-MA-18-016\).pdf](https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/City of Chicago - FOP Lodge 7 Interest Arbitration Award (L-MA-18-016).pdf)

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The Final Award contained numerous changes to the parties' prior Agreement which expired June 30, 2017.

The rationale in the Final Award adopting the arbitration requirement was as follows [emphasis added]:²

1. Section 8 of the Illinois Public Labor Relations Act ("IPLRA") provides that collective bargaining agreements for police officers "... *shall provide* for final and binding arbitration of disputes concerning the administration or interpretation of the agreement unless mutually agreed otherwise."
2. The Lodge no longer "agree[s] otherwise", therefore, in accord with Section 8, the Agreement "*shall provide* for final and binding arbitration of disputes ..."
3. The parties' Agreement requires that the City have "just cause" to discipline police officers. If there are "disputes" over whether "just cause" exists for discipline of police officers, those are "disputes concerning the administration or interpretation of the agreement" under Section 8 of the IPLRA which, if contested, "shall" be submitted "for final and binding arbitration of disputes."
4. Section 15 of the IPLRA (Act Takes Precedence) is a supremacy clause which provides that "any collective bargaining contract between a public employer and a labor organization executed pursuant to this Act *shall supersede any* contrary statutes, charters, *ordinances*, rules or regulations relating to wages, hours and conditions of employment and employment relations adopted by the public employer or its agents."
5. Section 2 of the IPLRA provides that for employees such as police officers, it is the "policy" of the State of Illinois that "*all collective bargaining disputes* involving persons designated by the Board as performing essential services and those persons defined herein as security employees *shall be submitted to impartial arbitrators*, who shall be authorized to issue awards in order to resolve such disputes."

² Final Award at 10-26.

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6. Since 1988 there have been 17 published interest arbitration awards (six by this Neutral Chair going back to 1990) that have held that if a party requests to have arbitration of disputes, including discipline, the quoted sections of the IPLRA require that the interest arbitrator rule that final and binding arbitration must be part of the parties' collective bargaining agreement.
7. The Illinois Constitution now provides the "Workers' Rights" Amendment that for "employees" – which include police officers – "[n]o law shall be passed that interferes with, negates, or diminishes the right of employees to organize and bargain collectively over their wages, hours, and other terms and conditions of employment"

In accord with the provisions of Section 28.3(B)(9) of the existing Agreement, the parties met after the City Council's rejection vote, but were unable to agree upon modifications to the resolve the arbitration of discipline dispute.

On December 21, 2023, the parties met with the undersigned Neutral Chair and the other Board members. Discussion was had on the unresolved arbitration dispute, but again, resolution of the unresolved arbitration dispute did not occur.³

II. A PROCEDURAL ISSUE RAISED BY THE CITY CONCERNING PROCEEDINGS AFTER THE CITY COUNCIL'S REJECTION

At the December 21, 2023 meeting of the parties with this Board, the City requested the ability to present further argument and perhaps testimony and wanted to further delay this matter to February 1, 2024. I denied that request.

At the December 21, 2023 meeting where discussion showed there would be no resolution of the disputed arbitration of discipline issue, I advised the parties that I

³ At the December 21, 2023 meeting of the Board and the parties, the Lodge raised a dispute concerning an increase to health care costs as provided in the City ordinance adopting the portion of the Final Award ratified by the City Council. I advised the parties that I saw that dispute as a matter to be resolved through further discussion between the parties or through arbitration or unfair labor practice proceedings. Litigation on the insurance issue has apparently begun. In this Supplemental Final Award, I express no opinion on the insurance dispute.

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viewed the videos of the December 7, 2023 Committee on Workforce Development (which included a detailed presentation by the City's negotiating team and opinion of legal counsel); and the December 13, 2023 full City Council meeting where, at both meetings, objections and supporting positions for the arbitration provisions of the Final Award were presented in great detail. Further considering that I had previously issued three awards in this case resulting from a very voluminous record addressing the right to arbitration and after considering the parties positions on how to proceed, I advised the parties that I had enough information to issue another decision – this time on the objections to the arbitration requirements of the Final Award raised during the City Council proceedings. I further advised the parties that they were free to submit anything further concerning the reasons for the City Council's rejection and that I would issue a Supplemental Final Award after the holidays towards the end of the week of January 2, 2024.

Section 14(p) of the IPLRA allows parties to "... agree to submit unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution." In Section 28.3(11) of the parties' collective bargaining agreement, the parties took advantage of Section 14(p) of the IPLRA and agreed to adopt Sections 14(h), (i), (k) and (m) of the IPLRA. Those sections were also specifically listed in the agreed-upon October 31, 2022 Scheduling Order at IX(3) as governing these proceedings ("[t]hese proceedings shall be governed by the following ... Sections 14(h), (i), (k) and (m) of the Illinois Public Labor Relations Act").

Section 14(n) of the IPLRA specifically provides that after there is a rejection of an interest arbitration award by a governing body, "... the parties shall return to the arbitration panel for further proceedings and issuance of a supplemental decision with respect to the rejected terms." However, the parties did *not* adopt Section 14(n)

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as part of their “alternative form of impasse resolution” as allowed by Section 14(p) of the IPLRA.

The governing language for what happens after a City Council rejection is found in Section 28.3(B)(9) of the parties’ Agreement:

9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the Council’s vote to discuss the reasons for the Council’s rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this Agreement upon ten (10) days’ written notice to the other.

The parties met this obligation under Section 28.3(B)(9) – they met, but without success.

Thus, there is no requirement for the parties to return to this Board after the City Council rejected the Final Award. Nevertheless, from the outset, the parties agreed that if there was a City Council rejection, they would return to this Board. Following that informal agreement, I stated in the Final Award at 26-27:

... Should the City Council reject the terms of this Award establishing the parties’ successor Agreement to the 2012-2017 Agreement and the matter is returned to this Board based on objections to the arbitration requirement, given that the arbitration provisions have now been determined and discussed on three occasions, the parties can rationally assess the outcome of this Board having to reconsider its prior rulings – but we will listen to and consider those objections (and any other objections the City Council may have).

For purposes of the City’s objection and its desire to present further evidence, this is my fourth decision in this case on the arbitration issue. Actually, this is my sixth ruling in this case on the arbitration issue. Aside from the Interim Award,

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Supplemental Interim Award, Final Award and now this Supplemental Final Award, there were two previous orders in this case addressing the substance of the arbitration issue (orders dated May 5 and May 12, 2023) making six rulings by me on the arbitration dispute.⁴

There have been (to say the least) extensive arguments, briefs and negotiations on this issue. And because the parties agreed to exclude Section 14(n)'s procedures for post-rejection proceedings, there is no statutory or contractual process agreed to by the parties to govern their voluntary returning to this Board after the City Council rejected the Final Award.

⁴ The October 31, 2022 agreed-upon Scheduling Order provided for a procedure for the parties to file final offers, evidence and arguments; file briefs and reply briefs; engage in mediation; and present evidence and arguments at hearings. As of October 31, 2022 when the Scheduling Order issued, former Mayor Lori Lightfoot was in office. As provided in the Scheduling Order, the hearings were to commence March 27, 2023 and end April 10, 2023.

As reflected in a March 1, 2023 Order Pausing Proceedings, the proceedings in this matter were paused with a May 5, 2023 status date due to former Mayor Lightfoot's elimination from the mayoral election as a result of her losing the February 28, 2023 election and exclusion from a runoff election to be held April 4, 2023 – a runoff election that Mayor Johnson won.

On May 5, 2023, the City requested a further stay of the proceedings, to which the Lodge objected. Because then Mayor-Elect Johnson had not yet been installed; there was going to be a transition of power; and further because before she left office, former Mayor Lightfoot dismissed the City's Lead Counsel Jim Franczek and his firm essentially leaving a rudderless ship in the middle of a very complex proceeding, on May 5, 2023, I issued an Order Partially Granting Stay And Scheduling Show Cause Hearing. In relevant part, that May 5, 2023 Order specifically referenced the arbitration issue and cited the most recent case I decided granting a similar arbitration request and noted that there was underlying arbitration authority cited in that case. May 5, 2023 Order at 5, par. 10 (vii).

On May 12, 2023, I supplemented the May 5, 2023 Order and gave a detailed explanation of the arbitration issues with case and statutory citations. Supplemental Order To May 5, 2023 Order at 14-18. That was done because of the need to get two of the many issues decided (the other being retention bonuses); the fact that Mayor Johnson had not yet been installed and needed time to put his administration together; and further because Jim Franczek was, at the time, no longer heading the City's team in these proceedings. I wanted the attorneys taking over the case for the City to be brought up to speed on the issues involved, with the hope that Mr. Franczek would return as he and his firm had been so deeply involved in the complex proceedings that had occurred before he was relieved of his responsibilities by former Mayor Lightfoot as she was walking out the door thus leaving Mayor Johnson with a rudderless ship in these proceedings. That return to reason occurred after Mayor Johnson was installed as Mayor Johnson brought back the Jim Franczek and his firm to again represent the City in this matter.

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Given the voluminous record in this case; the number of prior decisions on the arbitration dispute that I have issued in this case; the discussions of the parties at the December 21, 2023 meeting which did not yield a negotiated resolution; and my viewing of the lengthy arguments made at the Committee on Workforce Development and the full City Council meetings, I really have enough information to issue this Supplemental Final Award (which I am not even required to issue). Moreover, at the December 21, 2023 meeting, I gave the City the opportunity to file anything further they desired to be considered before the pre-determined time frame for issuance date of this Supplemental Final Award. The City did not do so.

How to proceed procedurally in a process that is not provided for in the contract (here, Section 28.3) is governed by the rule that "... 'procedural' questions which grow out of the dispute and bear on its final disposition should be left to the arbitrator." *John Wiley & Sons, Inc., v. Livingston*, 376 U.S. 543, 557 (1964). Aside from having the general authority to rule on how procedural questions such as this are to be handled, in the October 31, 2022 agreed-upon Scheduling Order at II(12), it was agreed that "... the Neutral Chair reserves the right to modify this procedure at his discretion." I have exercised that authority through how the post-rejection process is to be handled.

In short, with respect to further proceedings after the City Council's rejection and the City's desire to have more proceedings including possibly testimony from witnesses, I have discretion to say "enough is enough." Given the previous rulings (again, there have now been five before this one, making this one the sixth ruling); the voluminous record with evidence, briefs and arguments developed in the interest arbitration proceedings before the City Council rejected the Final Award; my viewing of the proceedings before the December 7, 2023 Committee on Workforce Development (which included a detailed presentation by the City's negotiating team and

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opinion of legal counsel); my viewing of the December 13, 2023 full City Council meeting; and finally the discussions from the December 21, 2023 meeting, I have enough to make another ruling in this matter.

III. THE CITY COUNCIL MEMBERS VOTING TO REJECT THE ARBITRATION PROVISIONS OF THE FINAL AWARD AND MAYOR JOHNSON VIOLATED THEIR OATH OF OFFICE

On May 15, 2023, 13 new members of the City Council took their oath of office.⁵ The oath taken that day (as did the incumbent members of the City Council when they were sworn in) was [emphasis added]:⁶

I _____ do solemnly swear that I will support the Constitution of the United States and the *Constitution of the State of Illinois* and that I will faithfully discharge the duties of the Office of Alderperson of the City of Chicago according to the best of my ability.

On that same day, Mayor Johnson took that oath as it applied to his office as mayor – again with the promise to “... support ... the *Constitution of the State of Illinois*”⁷

The Final Award adopted the Lodge’s proposal for arbitration based upon the mandate for final and binding arbitration found in Sections 8, 2 and 15 of the IPLRA. The Workers’ Rights Amendment found in the Illinois Constitution solidifies and

⁵ The May 15, 2023 proceedings are posted at:
<https://vimeo.com/showcase/6277394/video/826670252>
See also, Chicago Tribune (May 15, 2023):
<https://www.chicagotribune.com/politics/elections/ct-chicago-mayor-brandon-johnson-sworn-in-20230515-h4h3flacmjgvtwff6xgbp6dtrv-story.html>
Chicago Sun-Times (May 15, 2023):
<https://chicago.suntimes.com/city-hall/2023/5/15/23724686/chicago-city-council-inauguration-alderpersons>
WGN News:
<https://wgntv.com/news/13-new-chicago-city-council-members-sworn-into-office/>

⁶ The newly elected alderpersons taking of that oath of office is captured in the video of the May 15, 2023 proceedings at 1:52:45-1:54:20):
<https://vimeo.com/showcase/6277394/video/826670252>

⁷ *Id.* at 2:15:25-2:16:55.

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protects that right to arbitration found in those sections of the IPLRA. By rejecting the right to arbitration found in the IPLRA and the Workers' Rights Amendment to the Illinois Constitution, the City Council and Mayor Johnson violated their oath to "... support ... the Constitution of the State of Illinois"

On October 23, 2023 Mayor Johnson opposed the arbitration provision of the Final Award and requested that the City Council reject it ("We are disappointed in today's arbitrator ruling that would allow police disciplinary cases that resulted in a year or longer suspension or termination to forego the Chicago Police Board. ... I am asking the body to reject this measure when it comes up in the coming weeks."⁸)

On December 7, 2023, the City Council's Committee on Workforce Development voted 10 to 5 to recommend that the City Council reject the arbitration provisions adopted in the Final Award.⁹ At that meeting, the City's legal counsel was asked by an alderman about the likelihood of the City succeeding in court litigation should the full City Council reject the arbitration provisions. The City's Labor Counsel, Jim Franczek, candidly responded that while the City had arguments to make (which he characterized as "pretty strong" by referencing the Federal Court Consent Decree, public policy, the long history of having the Police Board decide these cases and transparency), Mr. Franczek also stated that with respect to the Final Award, "... a challenge in the Circuit Court of Cook County to an interest arbitrator decision is a steep hill to climb and that would be a challenging legal proceeding for the City of Chicago ... the challenge in circuit court, yes, is going to be significant"¹⁰

⁸ <https://twitter.com/ChicagosMayor/status/1716652507575796092/photo/1>

⁹ The minutes of the December 7, 2023 meeting of the Committee are posted at:
<https://occpodstoragev1.blob.core.usgovcloudapi.net/meetingattachmentspublic/1ade1db0-39ab-4fa7-9e3a-fa7d98b70956.pdf>

The video proceeding of the Committee is posted at:
<https://vimeo.com/showcase/8928568/video/892317880>

¹⁰ *Id.* Video at 2:14:55-2:16:30.

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On December 13, 2023 and following Mayor Johnson's request to reject and the Committee on Workforce Development's similar recommendation, the full City Council voted 33-17 to reject the arbitration provisions of the Final Award and adopted the remainder of the terms for the new collective bargaining agreement.¹¹

The statements made at the City Council debate on December 13, 2023 show positions ranging from heart-felt opinions of distrust (indeed, disdain) of the police to strong opinions in support of the police. Several alderpersons spoke. I will highlight a few showing the thoughtful and powerfully-held sentiments for their respective positions.

Alderman Jason Ervin supported rejection of the Final Award's arbitration provisions:¹²

* * *

Let's keep in mind. Sometimes the law doesn't quite get it right. Slavery was the law of this land. It wasn't right. Separate but equal was the law of the land. Again, it wasn't right. Women didn't have a right to vote – hell, I didn't have a right to vote. Again, it wasn't right. While we are in this moment to deal with this matter, I think we have to in some respects recognize when this is not in the public interest.

Again, as Alderman Tabares has told us and laid out for us from what the State Act says, there is precedent – I think the Corporation Counsel has given us some same ideals and etiology – but in this moment, this just is not right. And I think that we as a body have to make a decision on what we believe on behalf of our residents and our constituents to be what is right. If we believe that what is being put before us is not right or just – and again, if our rejection leads to additional back and forth, then so be it. It's not the first fight – won't be the last fight. But again, I think that in this case – and I'm not against the FOP; I'm not against their

¹¹ The video proceeding of the December 13, 2023 meeting of the City Council is posted at:
<https://vimeo.com/893801913>

¹² <https://vimeo.com/893801913>
Video at 2:06:02- 2:09:06.

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leadership; not against the police officers – however, we have to be for what the public is calling for and it's right for us to do or not to do. So, while we may get mired in the back and forth of the conversation, I think that we have to land in a sense of what is right and what is just. And what is being put before us today is not right, it is not just for the constituents that we serve.

And so, it's in accordance with the Chairman, I would ask that we reject this and hopefully come back and get something better out of this conversation.

Alderwoman Jeanette Taylor also supported rejection:¹³

There's a saying that says "Forward ever, backwards never!" And we love throwing around the word "trust". Trust is a two-way street. Anjanette Young trusted you all. Rekia Boyd trusted you all. Miracle Boyd trusted you all. And their trust was betrayed. Our co-workers are quick to say there are nine bodies of accountability, but we're about to pay eleven million dollars in lawsuits for bad behavior. Where is the trust and the protection for us? Now I named these Black women intentionally because I'm a Black woman and I want to be able to pick up a call and 911 and not be worried if you're gonna shoot me because I'm Black. ... Patrick Jenkins whose family we're about to pay eight million dollars to – that won't bring him back. We have all these levels of accountability, but every month you ask us to pay families money because of mistakes. And sometimes I don't think they're mistakes. I think they're intentional. Why I agree that the police don't get their just due and should be at the table when decisions about their job should be made, we're not going behind closed doors. We're still paying lawsuits for John Burge victims. Why? Why? When you look at what the police looks like now, they're not a lot of Black police. Nobody wants to be the police. They don't. We are at a time where we gotta hold each other accountable. And going behind closed doors to decide fate ain't holding the people accountable. The gentleman who hit Miracle Boy to her mouth, guess what? He retired. But he's going to get his pension. I asked this body a long time ago, should they have their own insurance? I was laughed at. I was ridiculed for asking the question because we continue to pay for bad behavior. Because

¹³ <https://vimeo.com/893801913>

Video at 2:20:00-2:24:17.

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that's what this is. And trust? I want to trust. If I call 911, you're gonna come and do what I need to do and not shoot and kill me. We were just in Finance and I was more confused than anybody sitting in here on why Mr. Jenkins called the police to say he was being stabbed and within two minutes he was killed. Where's accountability for his kids? And we can throw around money all day long. You all love talkin' about we're gonna spend more money on arbitration. We spend \$167,000 a month on rent on certain spaces. Come on. Stop it. I am tired of you all acting like the sky is fallin' when it ain't. It's when it's convenient for you all. At the end of the day it is our responsibility to build trust amongst everybody. And don't get me wrong. I don't know who I'll call in when something happens. Am I callin' the boys on the block or the police? I don't know who I got a better chance with. And that's on you all. That's how we've been treated. We love, love, love talkin' about money. We've thrown away more money than any city council I've ever seen in the country. On BS. So stop it. I am not voting to have nothing behind no closed doors. This is not what the community asks us to do. And this wasn't just about Black and Brown people. You had White people are talkin' about police brutality. So let's make it real around here if we're goin' to talk about it. You're all irritating. You really are. Because at the end of the day, now you want to talk about workers' rights? We just passed Fight for 15. Stop it. We just made sure the temp workers got their fair share. Stop it. Just stop it. Enough is enough. You all wonder why the people come here on the City Council and act a fool? Cause we actin' a fool. I tell people every time when I come here, I'm going to the universal soul soakin'. This is clowning.

While recognizing that there should be collaboration with the Lodge on some transparency of arbitration proceedings, which the Lodge was open to, Alderwoman Silvana Tabares stated the opposition to rejection of the arbitration provisions of the Final Award:¹⁴

I'd like to lay out three important facts that we learned in Workforce ... Development Committee last week – three important

¹⁴ <https://vimeo.com/893801913>
Video at 1:20:00-1:26:56.

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facts. Number one: the Illinois Public Relations Act of 1984 guarantees, guarantees Chicago Police the right to arbitration in exchange for the right to strike. Number 2: that same state law states any local ordinance that attempts to infringe on that right shall be considered illegal. And number 3: the City's attorney admitted – they admitted that they are likely to be unsuccessful in court defending the blatant disregard the City has shown to the State law when it comes to how it treats Chicago police officers. Let me repeat, the State law already gives Chicago police officers the right to arbitration. ...

The arbitration award makes it clear as day and even our City attorneys know it's an open and shut case if this goes to court. My fellow colleagues, we therefore have two options. Option 1: we as a counsel could vote to reject the ruling and defy the Illinois Public Labor Relations Act and be just like the right-wing activists that push right to work laws to infringe on the rights of public sector employees. We thereby kick off a chain of events which will lead to a court ruling in favor of arbitration anyway and open the floodgates to further litigation. These cases will last years and could cost the City hundreds of millions of dollars. Those are dollars that will go into the pockets of police officers who were rightfully suspended or terminated. None of us – I'm sure none of us want public dollars to be awarded in court to bad cops as opposed to being used to fund mental health clinics or homeless services. Further, this option will also send a strong message to all other labor unions that we do not respect their legal rights. We do not respect their due process and we are willing to break the law when it comes to infringing on the rights of members when it is politically expedient. All the unions are watching today because they know it starts with one and will lead to more. ...

We must acknowledge what the law says about police arbitration rights and pass this contract and continue to use the momentum to forge a path forward of collaboration between officers and the City, worker and employer. ...

If those who make the law decide to break the law to punish those who enforce the law, we do not deserve the right to make decisions running a government. Transparency and accountability will only be achieved through collaboration. We can achieve great things when everybody is at the table. That is the central belief. That is the foundation of collective bargaining. Let's pass this contract and show that we still believe that in Chicago.

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Alderwoman Nicole Lee illustrated the difficulty in making her decision, but also gave the side of the argument against rejection and ultimately took the position not to reject and gave guidance for the correct course to be followed:¹⁵

You know, I've gotten up here a lot of times to talk about my own personal struggles with what weighs on each of us as alderpeople. This by far has been the hardest. I thought long and hard – I'm still thinking as I stand here about what's been put before us.

And I've got concerns. I had concerns about what we just said yes to and the fact that we didn't get that contract to review until the day of the Committee hearing. I think we need to be able as a body to have as much information as possible to consider when we're looking at something as significant as a police contract.

I've had conversations with constituents as well as members on both sides of the bargaining table. And I still have questions, right? Look, let me be clear. I do not want there to be a lack of transparency, because I agree we need that for trust. And the transition from a public process from the Police Board to arbitration does threaten to erode that trust between the community and the police.

But trust is built one-on-one too. It's built by the officers that are in our community patrolling our streets, attending CAPS events, talking to our seniors, responding where they are at night. Look, I've heard lots of things in this room today about them not showing up or there's not trust there. The fact is I live in a community where we feel like we need police, very desperately. In the year 2022, Beat 914 in the City of Chicago in Chinatown – we had the highest level of robberies in the entire City of Chicago. And when people call the police, they want them to be there to respond. And we need to support them on that, which is why I was happy to vote yes on the contract – on the other piece of the contract. And we know how big an issue public safety is in this City and that there's a lot more that we need to do.

And when I look at misconduct by some police officers and not having that be as representative of everybody, I know that we have a lot of work to do all around. This is not something that's

¹⁵ <https://vimeo.com/893801913>
Video at 2:09:10-2:13:34.

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going to be solved by this contract alone, either. That we even had to resort to arbitration in the first place for the very first time to settle our contract is pretty symbolic. And I think that everything we've done today around this contract has been precedent setting. And that's not lost on me and the weight of it, absolutely, kind of makes me want to throw up right now. Because this is the decision that we have to make here.

What I've gotten from all of the work I've done in this process to make the determination on where I stand on the arbitration piece is that we are a labor city. The State statute is clear that there is the right to arbitration. That is not in question. And it also is true that I don't believe that arbitration as it exists today leads to any real public trust in the police officers, with the police, excuse me, and with this process. And I think the place that we should be focusing on changing the State statute, changing the State laws that govern this. Laws are meant to be amended, folks. We can't look at everything that we're doing, set a law – it's not a set it and forget it. This is not like a [Ron Popeil] grill. We have to keep going back and looking at where we need to make changes and tweaks. And for that reason, I'm going to be in support of the contract as it is today with the arbitration. And I will work fervently with my colleagues to make the changes that are necessary at the State level and throughout and continue to build trust. But we need to get this done.

Following the rejection vote by the City Council, Mayor Johnson held a press conference. When asked about legal advice given by Mr. Franczek that a court action would be a steep hill to climb to get a judge to rule in the City's favor, Mayor Johnson responded:¹⁶

There are a lot of policies over the course of time that have been in place. It doesn't make them right. So if you're asking this body to just simply accept something because it's law, that would be the antithesis to how this stage even exists. Could you imagine if

¹⁶ Video at 21:53-22:55.

<https://www.facebook.com/ChicagoMayorsOffice/videos/update-from-city-hall/325578323583296>

WBEZ covered the news conference reporting the same with the reporting that "The 33-to-17 vote extends a stalemate with the union for most Chicago cops and could lead to a Cook County Circuit Court battle that city attorneys acknowledge would be an uphill climb":

<https://www.wbez.org/stories/chicago-city-council-rejects-arbitration-for-police-firings/c26a50be-70b5-48db-836f-1060f4ea8005>

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women just accepted the law and did not continue to pursue justice or Black folks or brown folks or Asian folks or poor people, working people?

The reasons for rejection were based upon the belief that the mandate for arbitration in Sections 8, 2 and 15 of the IPLRA and the Workers' Rights Amendment of the Illinois Constitution "... doesn't quite get it right ... what is being put before us today is not right" (Alderman Ervin); "I am not voting to have nothing behind no closed doors ... [t]his is not what the community asks us to do" (Alderwoman Taylor) and "... a lot of policies over the course of time that have been in place ... doesn't make them right ... if you're asking this body to just simply accept something because it's law, that would be the antithesis to how this stage even exists" (Mayor Johnson).

The legal requirements to provide for arbitration of disputes as specified in the IPLRA and protected by the Workers' Rights Amendment to the Illinois Constitution is "the Rule of Law."

Adherence to the Rule of Law is not a request or a cafeteria selection process for the City to choose which State of Illinois laws should apply and which should not. Adherence to the Rule of Law is an obligation and that obligation applies equally to everyone – individuals and governing bodies, be they large or small in stature or size, powerful or not.

The reasons offered for rejection of the arbitration provisions of the Final Award are a belief by the City that the Rule of Law mandating arbitration as found in the IPLRA is not "just" or "right" and the most troubling statement that came from Mayor Johnson that with respect to the Rule of Law, "if you're asking this body to just simply accept something because it's law, that would be the antithesis to how this stage even exists." The laws of Illinois are not merely "*asking* this body to just simply accept something because it's law" – the laws of Illinois are *telling* the City

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that it *must* accept “something because it’s law”. The City does not get to choose which laws apply to it. The City is not above the law – here, the requirement for arbitration as imposed by the Final Award which is based on the IPLRA and the Workers’ Rights Amendment in the Illinois Constitution.

For those alderpersons who voted to reject (as well as Mayor Johnson for supporting that rejection), you took an oath to support the Illinois Constitution – no matter how you personally feel. You violated that oath.

The obvious and strikingly sad parallel to the City Council’s action is former President Trump’s belief that he is above the law and not bound by the Rule of Law. That belief has been slapped down by the courts. *See e.g., Donald J. Trump v. United States of America*, 54 F.4th 689, 701 (11th Cir. 2022) (“To create a special exception here would defy our Nation’s fundamental principle that our law applies ‘to all, without regard to numbers, wealth, or rank’” [citation omitted]);¹⁷ *United States of America v. Donald J. Trump*, No. 23-3190 (D.C. Cir. December 8, 2023), slip op. at 68 (“... Mr. Trump is also an indicted criminal defendant, and he must stand trial in a courtroom under the same procedures that govern all other criminal defendants ... [t]hat is what the rule of law means”).¹⁸ *See also, United States of America v. Donald J. Trump*, No. 23-257 (D.D.C. December 1, 2023) where, in response to the former President’s assertion that because he is a former president he is immune from the criminal charges brought against him, the court observed in rejecting that contention, upholding such a theory (slip op. at 25-26):¹⁹

... would undermine the foundation of the rule of law that our first former President described: “Respect for its authority, compliance

¹⁷ https://scholar.google.com/scholar_case?case=10915598169263830153&q=donald+j.+trump+v.+United+states+of+America&hl=en&as_sdt=4,121

¹⁸ [https://www.cadc.uscourts.gov/internet/opinions.nsf/062EE6E27AEF48AC85258A7F0069B15F/\\$file/23-3190-2030689.pdf](https://www.cadc.uscourts.gov/internet/opinions.nsf/062EE6E27AEF48AC85258A7F0069B15F/$file/23-3190-2030689.pdf)

¹⁹ <https://storage.courtlistener.com/recap/gov.uscourts.dcd.258149/gov.uscourts.dcd.258149.171.0.pdf>

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with its laws, [and] acquiescence in its measures” – “duties enjoined by the fundamental maxim of true liberty.” [George] Washington’s Farewell Address at 13.

The City Council’s reasons for rejection of the arbitration requirement in the Final Award that the City is not bound by the IPLRA and the Illinois Constitution are really no different from Trump’s belief that the Rule of Law does not apply to him.

Taking the City’s reasons for rejection to their logical extent, if laws such as the IPLRA could be ignored or defied because it is felt by the City Council that those laws are not “just” or “right”, then the City could ignore all State of Illinois or federal laws applicable to the City and, going further, individuals could opt to not pay taxes, fees, fines, comply with City ordinances, state and federal laws, etc. which they similarly believe are not “just” or “right”.

In a democracy, that is not how it works.

Alderwomen Taberas and Lee are correct. The Rule of Law mandates arbitration as required by the Final Award; the parties should work in collaboration to overcome the remaining differences and in the end, because the law requires arbitration, if issues remain that can’t be resolved, then the proper avenue for attempting to correct differences is to make efforts to change the law.

The Final Award is the culmination of what is now an over six and one-half year labor dispute between the City and the Lodge to establish the terms of the successor collective bargaining agreement to the parties’ prior contract which expired June 30, 2017. Through the mediation-arbitration process (“med-arb”), with my serving as the mediator and arbitrator, the parties came to agreement on terms of their new contract – with the exception of the option for arbitration of grievances for disciplinary actions in excess of 365 days and dismissals.

For the above reasons, the arbitration requirement in the Final Award therefore stands unchanged and should be finalized.

IV. THE COMING COURT CHALLENGE

The City Council now has a choice. It can reconsider its rejection (take another vote) and not reject or, if rejection remains, face the coming court challenge by the Lodge to enforce the Final Award.

A. The Likelihood Of The City's Prevailing In A Court Challenge To Overturn The Final Award's Requirement For Arbitration

Unless modified by agreement of the parties (which has not happened), if the City Council does not adopt the provisions of the Final Award, there will no doubt be a court challenge instituted by the Lodge.

I closely watched the video of the December 7, 2023 meeting of City Council's Committee on Workforce Development proceedings²⁰ as well as the December 13, 2023 meeting of the full City Council.²¹ An objective conclusion that can be reached (which is consistent with counsel for the City's assessment that although the City may make what it can refer to as "pretty strong" arguments as stated by counsel for the City at the Committee on Workforce Development), a court challenge to the Final Award as an interest arbitrator's decision will be a *very* "steep hill to climb" that will be a *very* "challenging legal proceeding for the City."

As I view the arguments referenced by the City (and taking the arguments raised by the City Member's Dissent to the Final Award discussed below), such a challenge will be an impossible task for the City to successfully achieve and the City's

²⁰ <https://vimeo.com/showcase/8928568/video/892317880>

²¹ <https://vimeo.com/893801913>

arguments to overturn the arbitration requirement of the Final Award will not prevail.

This is why:

1. Deference Of The Courts To Interpretations Made By Arbitrators

Section 14(k) of the IPLRA substantially limits the review of any challenge to an interest arbitration award as follows:

(k) Orders of the arbitration panel shall be reviewable, upon appropriate petition by either the public employer or the exclusive bargaining representative, by the circuit court for the county in which the dispute arose or in which a majority of the affected employees reside, but only for reasons that the arbitration panel was without or exceeded its statutory authority; the order is arbitrary, or capricious; or the order was procured by fraud, collusion or other similar and unlawful means.

In Section 28.3(B)(11) of the parties' Agreement, the parties specifically adopted the provisions of Section 14(k) of the IPLRA as the standard of court review of interest arbitration awards such as the Final Award.

In a court challenge brought by the Lodge to the City Council's rejection of the arbitration provisions in the Final Award, the City will not be able to successfully argue that the majority of this Board in the Final Award "was without or exceeded its statutory authority". The mandate and policy to provide for final and binding arbitration found in Sections 8 and 2 of the IPLRA; the supremacy of that mandate found in Section 15 of the IPLRA; the 17 published decisions going back to 1988 following the mandate for final and binding arbitration; and the guaranteed protection of that right to have final and binding arbitration as protected by the Workers' Rights provisions of the Illinois Constitution will prevent any assertion that in issuing the

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Final Award a majority of this Board “was without or exceeded its statutory authority”.

Thus, as a matter of statute in Section 14(k) of the IPLRA governing challenges to the Final Award, the only basis for the City to argue will be that the Final Award “is arbitrary, or capricious.”²²

What does “arbitrary, or capricious” mean? The parties’ have answered that question by following the traditional definition of those terms.

In the new Agreement, the parties addressed how disputes over the ability of resigning or retiring police officers to receive retirement credentials should be decided by arbitrators [emphasis added]:²³

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

The parties’ definition of “arbitrary” or “capricious” is the long-accepted standard limiting how arbitrators review challenges to managerial decisions. To succeed on a challenge under an “arbitrary or capricious” standard of review requires a showing that the decision was made “without a rational basis or justification.”²⁴ Therefore, the City’s successful challenging of the Final Award’s arbitration requirement as being “arbitrary” or “capricious” requires the City to hurdle a very high bar. Whether

²² No one can assert that the Final Award “was procured by fraud, collusion or other similar and unlawful means”.

²³ Final Award Appendix at page 20, paragraph 19.

²⁴ *South Central Bell Telephone Co.*, 52 LA 1104, 1109 (Platt, 1969):

In general, ... action is arbitrary when it is without consideration and in disregard of facts and circumstances of a case, without rational basis, justification or excuse.

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the Final Award was “correct” is not the standard for court review. As required by Section 14(k) of the IPLRA adopted into the parties’ contract at Section 28.3(B)(11), there must be a showing by the City that the decision of this Board adopting the IPLRA’s statutory mandate for arbitration was without a rational basis or justification.²⁵

The City’s high hurdle is clearly established by the courts because the courts give great deference to interpretations made by arbitrators. *See American Federation of State County and Municipal Employees v. Department of Central Management Services, et al.*, 671 N.E.2d 668, 672 (1996) [citation omitted]:

... [A]ny question regarding the interpretation of a collective-bargaining agreement is to be answered by the arbitrator. Because the parties have contracted to have their disputes settled by an arbitrator, rather than by a judge, it is the arbitrator’s view of the meaning of the contract that the parties have agreed to accept. We will not overrule that construction merely because our own interpretation differs from that of the arbitrator. ...

See also, Brotherhood of Locomotive Engineers and Trainmen v. Union Pacific Railroad Co., 707 F.3d 791, 796 (7th, Cir. 2013) [quoting *Hill v. Norfolk & Western Ry.*, 814 F.2d 1192, 1194-95 (7th Cir. 1987)]:

²⁵ *See e.g.*, my award in *City of Chicago and FOP Lodge 7, (Security Specialists)*, Grv. Nos. 045-11-001, etc. (2014) at 20 where the Lodge unsuccessfully challenged former Mayor Rahm Emanuel’s managerial decision to change personnel on his security detail and where I discussed the burden in making a demonstration of arbitrary decision making [footnotes omitted]:

... [D]ecision making “... is arbitrary when it is without consideration and in disregard of facts and circumstances of a case, without rational basis, justification or excuse.”

Stated differently, because this is a management rights case, the City has the “right” to be “wrong” – it just cannot be arbitrary in its decision making. As long as the City can show a “rational basis, justification or excuse” for its managerial decisions, arbitrators have no authority to second-guess those decisions.

In the *Security Specialists* case, because the Lodge challenged the City’s decision concerning the assignments to former Mayor Emanuel’s security detail, the burden was on the Lodge to show that the City’s decision was arbitrary because the decision was without rational basis or justification. In this case, the burden to set aside the Final Award will be on the City to make that showing because the City will be challenging the Final Award as arbitrary as lacking a rational basis or justification.

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As we have said too many times to want to repeat again, the question for decision by a federal court asked to set aside an arbitration award — whether the award is made under the Railway Labor Act, the Taft-Hartley Act, or the United States Arbitration Act — is not whether the arbitrator or arbitrators erred in interpreting the contract; it is not whether they clearly erred in interpreting the contract; it is not whether they grossly erred in interpreting the contract; it is whether they interpreted the contract.

Given the great deference courts give to arbitrators' interpretations, the discussion in this Supplemental Final Award and the Final Award (as well as the Interim and Supplemental Interim Awards) and the above-quoted authority, validates the assessment of the City's counsel that "... a challenge in the Circuit Court of Cook County to an interest arbitrator decision is a steep hill to climb and that would be a challenging legal proceeding for the City of Chicago ... the challenge in circuit court, yes, is going to be significant"

As I see it, that will be a *very* steep hill and a *very* significant challenge – indeed, given the circumstances of this case, it will be an impossible task.

2. The Consent Decree Argument

The City's reliance upon the Federal Court Consent Decree (*State of Illinois v. City of Chicago* (17-cv-6260 (N.D. Ill.))²⁶) will also not be a basis for overturning the arbitration requirement in the Final Award.

The Consent Decree carves out collective bargaining agreements and interest arbitrations such as this proceeding from coverage by the Consent Decree as follows [emphasis added]:

711. Nothing in this Consent Decree is intended to (a) alter any of the CBAs [collective bargaining agreements] between the City and the Unions; or (b) impair or conflict with the

²⁶ City Exhibit 5, posted at:
https://www.chicago.gov/content/dam/city/depts/cpb/supp_info/ConsentDecreeComplete.pdf

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collective bargaining rights of employees in those units under the IPLRA. Nothing in this Consent Decree shall be interpreted as obligating the City or the Unions to violate (i) the terms of the CBAs, including any Successor CBAs resulting from the negotiation process (including Statutory Impasse Resolution Procedures) mandated by the IPLRA with respect to the subject of wages, hours and terms and conditions of employment unless such terms violate the U.S. Constitution, Illinois law or public policy, or (ii) any bargaining obligations under the IPLRA, and/or waive any rights or obligations thereunder. In negotiating Successor CBAs and during any Statutory Resolution Impasse Procedures, the City shall use its best efforts to secure modifications to the CBAs consistent with the terms of this Consent Decree, or to the extent necessary to provide for the effective implementation of the provisions of this Consent Decree.

In this proceeding, the City used its “best efforts to secure modifications to the CBA ...” as required by the Consent Decree. However, paragraph 711 of the Consent Decree provides that “[n]othing in this Consent Decree shall be interpreted as obligating the City or the Unions to violate (i) the terms of the CBAs, including any Successor CBAs resulting from the negotiation process (*including Statutory Impasse Resolution Procedures*) mandated by the IPLRA with respect to the subject of wages, hours and terms and conditions of employment *unless such terms violate the U.S. Constitution, Illinois law or public policy*, or (ii) any bargaining obligations under the IPLRA ...” [emphasis added].

The requirement of arbitration as adopted by the Final Award is “*mandated by the IPLRA*” and because that requirement results from a literal reading of Sections 8, 2 and 15 of the IPLRA and the Workers’ Rights provisions of the Illinois Constitution, such terms cannot “... violate ... Illinois law or public policy ...” as stated in paragraph 711 of the Consent Decree. Indeed, under Section 2 of the IPLRA, the mandate for arbitration is stated as the public policy in Illinois. And this proceeding, as

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contemplated by paragraph 711 of the Consent Decree, is a “Statutory Resolution Impasse Procedure” removed from coverage by the Consent Decree.

Moreover, aside from the carve out for these proceedings in paragraph 711 of the Consent Decree, the Federal Court would be hard pressed to deny the statutory and constitutionally protected right for arbitration due to a consent decree to which the Lodge was not a party and was even denied the ability to become a party when the Lodge was denied intervention by the Federal Court. *See State of Illinois v. City of Chicago*, 912 F.3d 979, 987-988 (7th Cir. 2019):

But, as the district court recognized, existing law already provides protections for the Lodge. “Before entering a consent decree the judge must satisfy himself that the decree is consistent with the Constitution and laws, does not undermine the rightful interests of third parties, and is an appropriate commitment of the court’s limited resources.” *Kasper v. Bd. of Election Comm’rs of the City of Chicago*, 814 F.2d 332, 338 (7th Cir. 1987). Similarly, consent decrees “may not alter collective bargaining agreements without the union’s assent.” *People Who Care v. Rockford Bd. of Educ. Sch. Dist. No. 205*, 961 F.2d 1335, 1337 (7th Cir. 1992). “Neither may litigants agree to disregard valid state laws.” *Id.* In other words, because “[c]onsent decrees are fundamentally contracts,” the parties to those decrees “may not impose duties or obligations on a third party, without that party’s agreement.” *Id.* (quoting *Firefighters Local 93 v. Cleveland*, 478 U.S. 501, 529, 106 S.Ct. 3063, 92 L.Ed.2d 405 (1986)).

The parties negotiate and the district court considers the consent decree against this background law, which protects the Lodge even if ¶ 687 contains ambiguities. Simply put, a consent decree cannot accidentally eliminate the rights of third parties. And if the parties interpret the consent decree in a way which violates CBA rights, the Lodge can avail itself of normal remedies for CBA violations. *See W.R. Grace & Co. v. Local Union 759, Int’l Union of United Rubber, Cork, Linoleum & Plastic Workers of Am.*, 461 U.S. 757, 770, 103 S.Ct. 2177, 76 L.Ed.2d 298 (1983) (affirming the enforcement of an arbitration award for violating the CBA, even though a settlement agreement required the company’s violation).

The State of Illinois and the City of Chicago therefore cannot agree through the Consent Decree to negate the Lodge's statutory and constitutional right to have in their collective bargaining agreement final and binding arbitration for disputes over the class of cases involved in this matter.

Thus, to me, there is no basis for an argument that the Federal Court's Consent Decree will provide a different result than the one adopted in this case.²⁷

3. The City's Public Policy Argument

Any reliance upon "public policy" by the City will not be a basis for overturning the arbitration requirement in the Final Award.

²⁷ In the Interim Award at 49-50, I discussed the role of arbitrators interpreting external law as it applied to the paragraph 711 of the Consent Decree [emphasis added]:

While Sections 8 and 2 of the IPLRA are clear, whether the terms set by this Interim Award relying upon the statutory mandate in the IPLRA actually "violate the U.S. Constitution, Illinois law or public policy" *under Paragraph 711 of the Consent Decree* is a question that is really not for this Board to decide. That question *under the Consent Decree* is ultimately for the courts [citing *United Paperworkers International Union v. Misco, Inc.*, 484 U.S. 29, 43 (1987); *W.R. Grace & Co v. Rubber Workers*, 461 U.S. 757, 766 (1983)]; *Alexander v. Gardner-Denver, Co.*, 415 U.S. 36, 57 (1974); *AFSCME v. Department of Central Management Services, supra*, 671 N.E.2d at 678].

Throughout the Final Award and here, I have referenced Sections 8, 2 and 15 of the IPLRA as well as the Workers' Rights Amendment of the Illinois Constitution. My use of those statutory and constitutional provisions is required because those are the sections governing this dispute and the mandate for arbitration under the IPLRA. And because Section 14(h) of the IPLRA (which the parties have adopted in Section 28.3(B)(11) of their Agreement for resolving new contract terms as permitted by Section 14(p) of the IPLRA) allows interest arbitrators to look to factors listed in Section 14(h) "as applicable", Section 14(h)(1) of the IPLRA permits consideration of "[t]he lawful authority of the employer". Therefore, consideration of Sections 8, 2 and 15 of the IPLRA and the Workers' Rights Amendment can be considered *in this proceeding*. Stated differently, this Board considered whether the City has the lawful authority to ignore the cited sections of the IPLRA – and a majority of this Board concluded that the City did not have the authority to defy Illinois law and 17 published arbitration awards mandating arbitration of protests over the class of disciplinary actions involved in this dispute as a term to be placed in the parties' collective bargaining agreement.

In an effort to stop what truly looks like a legal train wreck should the City continue with its rejection of the arbitration provisions of the Final Award, I have expressed my opinion on how a challenge using the Consent Decree will result. In the end, how the Federal Court views matters under paragraph 711 of the Consent Decree is for the Federal Court to decide should it be called upon to do so. However, for purposes of discussion, the conclusion appears inevitable that the Consent Decree cannot block the Lodge's statutory and constitutional right under Illinois law to have arbitration of these disputes in their collective bargaining agreement.

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The Illinois Supreme Court states that “... Illinois public policy is shaped by our statutes, through which the General Assembly speaks.” *State of Illinois v. AF-SCME*, 51 N.E.3d 738, 747 (2016). Through Sections 8, 2 and 15 of the IPLRA requiring arbitration of disputes for the police officers in this case, the General Assembly has clearly spoken.

The requirement for arbitration of disputes (which includes review of discipline) for employees involved in this dispute as found in Section 8 of the IPLRA is clear. And Section 2 of the IPLRA is similarly clear that “... all collective bargaining disputes involving persons designated by the Board as performing essential services and those persons defined herein as security employees shall be submitted to impartial arbitrators, who shall be authorized to issue awards in order to resolve such disputes.” Under Section 2 of the IPLRA, that requirement “... *is the public policy of the State of Illinois ... necessary to afford an alternate, expeditious, equitable and effective procedure for the resolution of labor disputes subject to approval procedures mandated by this Act*” [emphasis added]. If there is any doubt about the Lodge’s ability to have in the Agreement the ability to have arbitrators issue awards in disputes concerning discipline of the type at issue, Section 2’s requirement “... for such awards shall be liberally construed” removes that doubt. Section 15 of the IPLRA makes the mandates of Sections 8 and 2 supreme to all other legislative actions in all levels of government in Illinois.

Arbitration of disputes as public policy in Illinois as stated in Section 2 of the IPLRA follows the long-held similar federal policy. *See United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 U.S. 574, 578 (1960) [footnotes and citation omitted]:

... The present federal policy is to promote industrial stabilization through the collective bargaining agreement. ... A major factor in

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achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement.

Consistent with its Dissent to the Final Award at 2, the City's assertion to a court that the imposition of arbitration of protests over these types of disciplinary actions is "inconsistent with the 'interests and welfare of the public' as required by Section 14(h)(3) of the [IPLRA]" also cannot prevail.

Section 14(h)(3)'s provision for consideration of the "interests and welfare of the public" is one of the factors that interest arbitrators can weigh "as applicable" for deciding whether a provision should be placed into a collective bargaining agreement. Section 8's statutory *mandate* for arbitration overrides any argument that the factors for weighing in Section 14(h) govern. *See Village of Lansing and Illinois FOP Labor Council*, S-MA-04-240 (2007) at 17 where, like here, under authority of Section 8, an option for appealing discipline to arbitration or to the employer's board of fire and commissioners was imposed by reason of Section 8 and not the balancing of applicable factors allowed by Section 14(h) of the IPLRA [footnote omitted]:²⁸

The Village argues that the *status quo* must be maintained because the Union has not shown that the current system is broken and comparability considerations [Section 14(h)(4)(A) of the IPLRA] require that no change be imposed. However, this issue is not an issue ... which is subject to the traditional examination of burdens requiring the party seeking the change to demonstrate that the existing condition is broken and in need of repair. Nor is this issue subject to comparability considerations. The resolution of this issue is required by the Act [Section 8 of the IPLRA].

However, if the "interests and welfare of the public" could be considered, the "interests and welfare of the public" that the Rule of Law be followed must prevail – *i.e.*, those provisions requiring arbitration (Sections 8, 2 and 15 of the IPLRA and the

²⁸ <https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/s-ma-04-240.pdf>

Workers' Rights provisions of the Illinois Constitution) and not to have the City Council pick and choose which laws of the State of Illinois are to apply to the City on the basis of what the City Council believes are not "just" or "right".

Moreover, if examined under Section 14(h) of the IPLRA, the first factor in Section 14(h)(1) certainly ends the discussion. Section 14(h)(1) provides that this Board can consider "[t]he lawful authority of the employer." The City has no "lawful authority" to act in direct contradiction of the Rule of Law from Sections 8, 2 and 15 the IPLRA and the Illinois Constitution requiring final and binding arbitration.

With respect to whether arbitrations should be open to the public, that is a procedural question concerning the procedures for holding of an arbitration hearing. The U. S. Supreme Court has made it clear that "[o]nce it is determined, as we have, that the parties are obligated to submit the subject matter of a dispute to arbitration, 'procedural' questions which grow out of the dispute and bear on its final disposition should be left to the arbitrator." *John Wiley & Sons, Inc., v. Livingston, supra*, 376 U.S. at 557. A majority of this Board has decided that procedural question and determined that consistent with the holding of arbitration hearings for grievances protesting disciplinary actions ranging from 11 to 365 days where the parties have agreed to hold those hearings in private, the hearings for discipline in excess of 365 days to dismissals shall also be private.

4. The City's Long History Of Having The Police Board Decide These Disciplinary Actions Argument

As the City argues, there is a long history of the Police Board deciding appeals of disciplinary actions in excess of 365 days and dismissals of police officers. However, that history developed because in the prior contracts between the parties the Lodge agreed that the Police Board could do so. Section 8 of the IPLRA is clear that collective bargaining agreements for police officers "... shall provide for final and binding

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arbitration of disputes concerning the administration or interpretation of the agreement *unless mutually agreed otherwise*” [emphasis added]. Because the Lodge now seeks an option for arbitration for protests of disciplinary actions in excess of 365 days and dismissals, the Lodge no longer “mutually agree[s] otherwise.” The long history of the Police Board having exclusive authority to decide protests of disciplinary actions in excess of 365 days and dismissals is therefore not relevant. As a matter of statute, arbitration of protests over these disciplinary actions is now required. *See Village of River Forest and Illinois Fraternal Order of Police Labor Council*, S-MA-19-132 (2021) at 11-12 [footnote references to the record in that case omitted]:²⁹

... [T]herefore, because of the mandate in Section 8 to include arbitration if requested, the Village’s argument that there is no evidence that the BFPC [Board of Fire and Police Commissioners] has been biased against the Union and that there has been no showing by the Union that the BFPC has acted with cronyism, patronage, favoritism, corruption or not being trustworthy cannot change the result. *See City of Springfield* [S-MA-89-74], *supra* at 4 (in light of the statutory mandate “... the fact that the Union could point to no specific problems with the present system is immaterial.”).^[30] *See also, the 2014 Lansing Award* [S-MA-12-214], *supra* at 40 (“Even if a fire and police commission has been functioning well for years with no problems for anyone involved, a party’s request to have arbitration of grievances – made for whatever reason – must, as a matter of statute, be granted and placed into a contract through interest arbitration.”).^[31] The Village represents that “... in the last 10 years not a single discipline case has come in front of the commission.” Even so, the mandate in Section 8 requires adopting the Union’s position.

²⁹ <https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/s-ma-19-132-arb-award.pdf>

³⁰ <https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/s-ma-89-074.pdf>

³¹ <https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/s-ma-12-214.pdf>

The Lodge no longer “mutually agree[s] otherwise” to have the Police Board decide these cases. The statutory requirement for arbitration now applies.

5. The City’s Transparency Argument

The City’s position that arbitration proceedings are not open to the public to the extent that Police Board hearings are open and that difference requires defeat of the imposition of arbitration of these discipline cases, even though as has been discussed, arbitration of these disciplinary appeals is a mandated right found in the IPLRA and protected by the Illinois Constitution’s Workers’ Rights provisions cannot prevail.

The Lodge is correct that arbitration is a private proceeding. As discussed in the Supplemental Interim Award at 14-16, the courts have held that “[a]rbitration is, however, a private proceeding which is generally closed to the public.” *Hoteles Condamado Beach etc. v. Union De Tronquistas Local 901*, 763 F.2d 34, 39 (1st Cir. 1985); the main treatise on arbitration discusses the privacy of arbitration (“[a]rbitration is a private proceeding and the hearing is not, as a rule, open to the public” (*How Arbitration Works*, (BNA, 5th ed.) at 338-339); the American Arbitration Association Rules at Rule 21 provides that “[t]he arbitrator and the AAA shall maintain the privacy of the hearing unless the law provides to the contrary”;³² and Section 2(C) of the Code of Professional Responsibility for Arbitrators of Labor-Management Disputes of the National Academy of Arbitrators similarly provides that “[a]ll significant aspects of an arbitration proceeding must be treated by the arbitrator as confidential unless this requirement is waived by both parties or disclosure is required or permitted by law ... [a]ttendance at hearings by persons not representing the parties or invited by

³² https://www.adr.org/sites/default/files/Labor_Arbitration_Rules_3.pdf

either or both of them should be permitted only when the parties agree or when an applicable law requires or permits.”³³ Aside from the Police Board’s rules (which are superseded by the provisions of Section 8, 2, and 15 of the IPLRA and the Workers’ Rights provisions of the Illinois Constitution), there is no relevant “law” requiring that arbitration proceedings be open to the public.

This is the “Rule of Law” governing arbitration – arbitration is a private proceeding. A party is always free to request from the arbitrator hearing a specific case that the proceedings be open to the public. But there is nothing that requires that the proceedings be open. Indeed, the parties have adhered to that privacy of arbitration for grievances protesting disciplinary actions between 11 and 365 days (which also encompass allegations of very serious misconduct in that any suspension that falls within the higher range of those actions must be for allegations of very serious misconduct).

6. Conclusion On The City’s Court Challenge Arguments

Thus, in sum, a court challenge to the Final Award because it provides for the option of the Lodge to pursue protests of disciplinary actions greater than 365 days and dismissals to arbitration which are held in private will not overturn the Final Award which is premised on the guaranteed right to arbitration found in the IPLRA and the Workers’ Rights provisions of the Illinois Constitution.

B. How Did This Happen?

I am still puzzled (but, given the publicity and volatility of this dispute, not really surprised) how the dispute resolution process of final and binding arbitration – which is embedded in the IPLRA as a mandate and a public policy and made supreme to all other statutes and ordinances and protected by the Workers’ Rights

³³ <https://naarb.org/code-of-professional-responsibility/>

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provision of the Illinois Constitution and follows the similar federal policy – became so demeaned and disparaged as it has become since the Lodge sought to implement what the IPLRA and the Illinois Constitution gives police officers the right to have.

As discussed in the Final Award at 10-14, the view that arbitration as a dispute resolution process is somehow corrupt tracks to the use of the phrase “behind closed doors” and that phrase’s “added meaning to those of us who have grown up, lived or worked in Chicago as that expression gives the image of smoke-filled closed rooms of the past with politicians, criminals and the powerful cutting deals to line their own pockets without regard to rights of ordinary citizens.” *Id.* at 13.

The repeated and extensive use of the phrase “behind closed doors” in the media and during the City Council proceedings to portray final and binding arbitration in a negative light is now a destructive genie that cannot be put back in the bottle. The phrase “behind closed doors” is not only “a slogan – a catch phrase (perhaps, even the creation of a public relations effort) designed to defeat arbitration as a dispute resolution process” (Final Award at 12), “behind closed doors” is now a talking point in the campaign to defeat the arbitration process. When final and binding arbitration is discussed by those opposing the process, it is now clear that the phrase “behind closed doors” with attached negative connotations seems always to be present.

History shows us that through repetition, myths, half-truths, and false, fictitious and misleading information can be transformed into accurate and truthful facts in the eyes of significant portions of the public. This is known as “the illusory truth effect”. *See* Hassan and Barber, “The effects of repetition frequency on the illusory truth effect” (2021):³⁴

³⁴ Published by the National Library of Medicine, National Center for Biotechnology Information, National Institute of Health (NIH):
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8116821/>

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... [R]esearch has shown that repeated information is perceived as more truthful than new information. This finding is known as the illusory truth effect

... the illusory truth effect even occurs when the repeated statements are highly implausible ... or when the repeated statements directly contradict participants' prior knowledge.

See also, Vellaini, et al., “The illusory truth effect leads to the spread of misinformation” (“... repetition of misinformation biased people’s judgement of accuracy and as a result fueled the spread of misinformation”).³⁵

But slogans and catch phrases such as “behind closed doors” “... are undoubtedly foes of sober reasoning; they implant the comfortable but illusory feeling that the user is thinking when only mouthing ... [they] are almost invariably one-sided, with little or no room for qualifiers or argument ... [t]hey often contain untruths or half truths ...” Final Award at 12-13 [quoting Bailey “Voices of America The Nation’s Story In Slogans, Sayings, and Songs” (Macmillan Publishing Co., The Free Press, 1976) at 501-502].

To see the illusory truth effect at work in high gear, just look at the news. A good example is how in his effort to convince the public that he won the 2020 election, former President Trump told his White House press secretary Stephanie Grisham that to make lies into truth, “[a]s long as you keep repeating something, it doesn’t matter what you say.”³⁶

That is what happened here. The constant repeating of the phrase “behind closed doors” in a negative description of arbitration just turned misinformation, untruths and half-truths into fact and reality. The disheartening aspect of this is that many on the City Council fell for it – as did many members of the public.

³⁵ Elsevier, Cognition Volume 236 (July 2023) 105421
https://www.sciencedirect.com/science/article/pii/S0010027723000550?ref=pdf_download&fr=RR-2&rr=83c9dcc26d21e1d3

³⁶ <https://www.youtube.com/watch?v=glzZ1j2uUFM>

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For police officers to have – as the law requires – final and binding arbitration for protests of discipline in excess of 365 days and dismissals, misinformation, untruths and half-truths about the arbitration process abound and have been so often repeated that they have become fact in the eyes of the public.

The best example of this occurred at the December 7, 2023 City Council’s Committee on Workforce Development when the Committee was addressed by Clinical Law Professor Craig Futterman who stated the following to the Committee [emphasis added]³⁷

This is a defining moment for City Council. City Council’s ratification of the arbitrator’s award to the FOP would all but guarantee another decade of impunity – of police impunity in Chicago. *The few arbitrators who would decide police discipline would do so behind closed doors, handpicked by the FOP. They have a powerful financial incentive to keep the FOP happy and they have a long history of exercising those powers to protect police from accountability. ...*

In an interview with the Chicago Sun-Times (December 6, 2023), the following quote is attributed to the same individual about the arbitrators deciding police discipline cases and the arbitrator selection process.³⁸

University of Chicago law professor Craig Futterman argues that the arbitrator selection process sets up financial incentives for arbitrators to issue split decisions on charges and soften the punishment.

“It’s a cash cow for them,” said Futterman, who heads a civil rights and police accountability project for the school. “They’re not going to get business unless they keep the unions happy.”

³⁷ <https://vimeo.com/showcase/8928568/video/892317880>
Video at 50:35-51:24.

³⁸ <https://chicago.suntimes.com/2023/12/6/23990544/who-should-decide-the-fate-of-chicagos-most-serious-police-misconduct-cases>

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In a commentary written by the same individual as a co-author appearing in the Chicago Tribune (October 27, 2023), Futterman also referred to “FOP-friendly arbitrators”.³⁹

Statements about arbitrators being “handpicked by the FOP” and therefore making decisions favoring the Lodge to “keep the FOP happy” in order to create a “cash cow” to “get business ... [and] keep the unions happy” who are “FOP-friendly” are precisely the “untruths or half truths” Bailey writes of in “Voices of America”, *supra*, that make the slogan and catch phrase “behind closed doors” mantra so dangerously untrue and destructive. As was done here, these kinds of statements get reported to the media; from the media the statements are dispersed to the public; and “the illusory truth effect” is then cranking in high gear with the clear message that arbitration is corrupt.

Contrary to Professor Futterman’s statements to the Committee on Workforce Development, arbitrators are *not* “handpicked by the FOP.” Arbitrators are *mutually* selected by the Lodge *and the City* and can be removed from the arbitration panel – even at times without agreement and for any reason.

The process for selecting and removing arbitrators from panels is found in Appendix Q of the parties’ current Agreement [emphasis added]:

A. The Lodge and the Employer have agreed to a panel of five (5) Arbitrators ... After 2023, *the parties agree to consult with their counsel responsible for scheduling to obtain any updated list of five (5) arbitrators. Each December the Lodge and the City shall each be permitted to strike one (1) Arbitrator from the panel for any reason.* In the event an Arbitrator is removed from the panel, the parties shall attempt to agree upon a replacement Arbitrator. If the parties are unable to agree upon a replacement, they shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service (“FMCS”), each of whom must be a

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<https://www.chicagotribune.com/opinion/commentary/ct-opinion-chicago-reject-police-contract-accountability-20231027-hzy2a4voi5cp5aza6ftzrv27lu-story.html>

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member of the National Academy of Arbitrators. Within ten (10) days after receipt of the list, *the parties shall select an Arbitrator*. Both the Employer and the Lodge shall alternately strike names from the list. The remaining person shall be added to the panel. In the event the Lodge and the City each strike an Arbitrator from the panel as part of the December process, and if the parties are unable to agree upon replacement Arbitrators, the parties shall request two lists from the FMCS to be used to select the two replacement Arbitrators.

Arbitrators issuing compromised decisions in the Lodge's favor because "[i]t's a cash cow for them ...[t]hey're not going to get business unless they keep the unions happy", as asserted by Futterman will merely get themselves stricken by the City from the panel of arbitrators.

This misinformation, untruths and half-truths is spread by Professor Futterman and others who proclaim themselves to be experts on arbitration (even though it is not clear what extent of actual experience of being involved in arbitrations, if any, is possessed). These "experts" make their claims although they have examined a limited number of arbitration decisions and performed a "won-lost" statistical analysis to publish papers on those results.

There are so many disciplinary actions and arbitrations occurring in quasi-military police settings that go unreported that it is virtually impossible to get a statistically relevant number of arbitration decisions – so many of the decisions are unpublished or just unobtainable. As the results of articles and published papers making their way into the media, the public's perception of the arbitration process is therefore molded to believe that the privacy of arbitration proceedings conducted "behind closed doors" is somehow corrupt and a potential hinderance to a desire for intentions for police reform.

The "split the baby" or in order to create a "cash cow" criticism is not new. See Rushin, "Police Disciplinary Appeals", 167 University of Pennsylvania Law Review,

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No. 3 (2019) 545, 576 where the author compared selection procedures for arbitrators to that of selecting jurors [footnotes omitted, emphasis added]:⁴⁰

The potential problem with using such a procedure in internal disciplinary appeals is that *it may incentivize arbitrators to consistently compromise on punishment to increase their probability of being selected in future cases*. Unlike a juror in the American justice system, arbitrators are often repeat players. Arbitrators must frequently survive these selection procedures *in order to obtain work in the future*. An arbitrator that frequently sides with either police management or officers during appellate procedures may be unlikely to survive future selection proceedings. *From an accountability perspective, this mindset can be highly problematic if it results in arbitrators feeling compelled to frequently reduce the termination of unfit officers to mere suspensions*.

See also, Iris, “Police Discipline in Chicago: Arbitration or Arbitrary”, 89 J. Cim. L. & Criminology (1998) 215, 235 (“In the aggregate, the arbitrators ‘split the baby’...”);⁴¹ Rushin, “Police Arbitration”, 74 Vanderbilt Law Review 1023, 1029 (2021) at footnote 38, (citing Iris, “explaining that the ‘selection of who will serve as an arbitrator depends upon the willingness of both parties to a dispute . . . to accept that individual as an arbitrator’ and how the selection method may result in arbitrators frequently choosing to ‘split the baby’”).⁴²

To be kind, that is just pure nonsense. However, repeating that nonsense as was done in the campaign to defeat the arbitration provisions of the Final Award made that nonsense into fact.

From the experience of a 50-year labor lawyer and now going on 38-year arbitrator who is a member of the National Academy of Arbitrators and a member the

⁴⁰ <https://lawecommons.luc.edu/cgi/viewcontent.cgi?article=1651&context=facpubs>

⁴¹ <https://scholarlycommons.law.northwestern.edu/cgi/viewcontent.cgi?article=6990&context=jclc>

⁴² <https://cdn.vanderbilt.edu/vu-wordpress-0/wp-content/uploads/sites/278/2021/05/19115804/Police-Arbitration.pdf>

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College of Labor and Employment Lawyers; who litigated arbitrations as an attorney before becoming an arbitrator; and as an arbitrator has issued over 6,500 decisions and well over 100 interest arbitration awards (far more than any other interest arbitrator in this state), the arbitration process is quite the opposite than what is being portrayed to the public – especially in this dispute.

Compromising a decision for a party for the sake of appeasement in order to be selected for future work makes an arbitrator untrustworthy and unacceptable for future cases because “if the arbitrator will do it *for* me today when I didn’t deserve to win, the arbitrator will do it *to* me tomorrow when I did deserve to win.” And don’t forget, *the parties* select the arbitrators – unions do not unilaterally make the selections. A timid arbitrator who doesn’t want to offend and therefore compromises decisions in order to get future work should not be selected to hear future cases and should be removed from arbitration panels by the parties. The rule that arbitrators must follow is:

Good cases win. Bad cases lose. Split no babies. Throw no bones.

A well-functioning arbitration panel is one comprised of arbitrators who follow that rule without exception. The strength of the arbitration process is to have arbitrators on the parties’ panels who adhere to that rule. Arbitrators who do not follow that rule should be fired by the parties as untrustworthy. The decisions the arbitrators make must be based on the facts of the individual cases.

Aside from the fact that it is impossible to get a sufficient number of arbitration awards to make relevant statistically reliable conclusions, the real weak point of all of these “won-lost” statistically based studies is the underlying premise of those studies – and that is that in *every* case where discipline is issued, an employer’s assessment of discipline is always “right.” That is not a universal truth.

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And for the portrayal of arbitrators as making decisions based upon the “split the baby” in order to create a “cash cow” and ...[t]hey’re not going to get business unless they keep the unions happy” misrepresentation, for this arbitrator and irrespective of whether the parties desire that I function as an arbitrator for the cases that are being sent to arbitration as a result of the Final Award, that was addressed by me in the Interim Award at 70 – I will not accept those cases:

I imagine that there will be some out there who will look at all of this and say that by my requiring the option of arbitration of discipline as ordered in this matter and my efforts to dispel misplaced perceptions of the arbitration process, “Well, that’s all just a lot of legal mumbo-jumbo just so he can get more work.” So let me put that perception to rest. I don’t want the work that will be coming from the added arbitration requirement adopted in this case. I am a very busy arbitrator and I have more than enough to do.

Does that sound like a timid arbitrator who makes decisions based upon the “split the baby” in order to create a “cash cow” and ...[t]hey’re not going to get business unless they keep the unions happy” approach to deciding cases? My arbitrator colleagues function in the same way knowing that their job is limited to “calling balls and strikes” and if they purposely widen or narrow the strike zone to curry favor in order to get future work, they should not (and will not) be used in the future.

As discussed, for all purposes with those alderpersons supporting rejection of the Final Award’s requirement for arbitration by repeating the “behind closed doors” mantra, the City Council’s rejection of the arbitration provisions in the Final Award is really a statement that “the Rule of Law must be followed – unless you don’t like the result.” Therefore, the City Council sees itself as “above the law”. However, following the Rule of Law is not an option – it is a requirement.

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The Rule of Law *requires* that the arbitration provisions of the Final Award not be rejected. Understandably, given the reasons explained by those speaking against arbitration at the City Council Workforce Committee and full City Council meeting, voting not to reject may necessitate the effective holding of one's nose as votes on rejection are cast. Nevertheless, if it comes to that, holding one's nose is required because adoption of arbitration for the class of cases in this matter to be part of the Agreement is required by law and the oath the alderpersons took to "support ... the Constitution of the State of Illinois"

While disagreeing with the arbitration portion of the Final Award in her Dissent, the City's Board Member nevertheless captured the final product and the efforts that went into resolution of the entire dispute with its many issues that kept the parties apart for over six and one-half years:

The Neutral Chair has labored valiantly, and successfully, to assist the parties in reaching agreement on a broad range of issues, as set forth in the Appendix attached to the Neutral Chair's "Final Opinion and Award" ("Award"). It is the City's belief that these agreements are in the best interest of all parties, especially including the residents of Chicago, and will prove instrumental in advancing the City's continuing commitment to embedding principles of constitutional policing. We are grateful to the Neutral Chair for his efforts in helping the parties get to this outcome.

I truly appreciate the comments made by the City's Board Member. However, although the City dissented to the arbitration provisions of the Final Award, it should not escape anyone that what the City has viewed in its Dissent from the remainder of the Final Award exclusive of the arbitration dispute as producing "agreements [that] are in the best interest of all parties, especially including the residents of Chicago, and will prove instrumental in advancing the City's continuing commitment to

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embedding principles of constitutional policing”, that result *came from this interest arbitration proceeding that was conducted “behind closed doors.”*

I don’t know how to get that through to the public now that “behind closed doors” illusion cast upon arbitration makes arbitration a corrupt process – nor should I be required to do so. Actually, congratulations should go to those who pulled off that misconception of arbitration and successfully fed it to the public and the City Council – so far, they have accomplished their goal.

Arbitrators work alone. We don’t have public relations machines (at least effective ones) to hold press conferences, to generate slogans, catch phrases and talking points. We just decide cases (and mediate them when we can). Arbitrators just call balls and strikes. And if a party doesn’t like the result, that party can go elsewhere for the next case. A letter to the editor can be written after a misleading article or editorial is published about an arbitration decision – but by then, the public doesn’t care (even assuming the correcting letter is read). The damage has been done.

I have no choice in this case. My function as the Neutral Chair of this Board is to follow the Rule of Law. My personal opinions are irrelevant. Chicago is no different from any other public employer covered by the IPLRA’s mandate for final and binding arbitration for police officers. Therefore, the requirement in the Final Award (which incorporates the Interim Award and the Supplemental Interim Award) providing for an option for the Lodge and the police officers to have final and binding arbitration for protests over disciplinary actions in excess of 365 days including dismissals against police officers must remain. That is the Rule of Law. Sections 8, 2 and 15 of the IPLRA mandating arbitration as they are protected by the Workers’ Rights provisions of the Illinois Constitution make no distinctions excusing the City from application of that rule.

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Where the IPLRA seeks to distinguish rights and obligations appropriate for different communities, it specifically does so. *See e.g.*, IPLRA Sections 5(a-5), 5(b), 14(i) where population sizes are determinative of applicability of those sections of the Act. Sections 8, 2 and 15 of the IPLRA and the Workers' Rights Amendment in the Illinois Constitution make no distinctions which are urged by the City to avoid applications of those provisions of the Rule of Law. Therefore, even though the statute is clear in the Lodge's favor, but giving the City the benefit of the doubt that there is some ambiguity to allow it to claim the exemptions it seeks (which there are not), it follows that no exceptions that could exempt the City from the statutory and constitutional mandate for arbitration are intended by the IPLRA.⁴³

V. WHAT HAPPENS NEXT?

This matter can now go back to the City Council for further consideration and perhaps a second vote. If the City Council does not correct its rejection of the Final

⁴³ For purposes of statutory construction, clear language governs in this case. As stated by the Illinois Supreme Court in *Lee v. John Deere Insurance Company*, 802 N.E.2d 774, 777 (2003) ("When the statute's language is clear it will be given effect without resort to other aids of statutory construction.") However, where statutory language is ambiguous, the Illinois Supreme Court states when a statute provides exceptions, no other exceptions apply. *Metzger v. DaRosa*, 805 N.E.2d 1165, 1172 (2004) [citations omitted]:

The familiar maxim *expressio unius est exclusio alterius* is an aid of statutory interpretation meaning "the expression of one thing is the exclusion of another." ... "Where a statute lists the things to which it refers, there is an inference that all omissions should be understood as exclusions * * *." ... This rule of statutory construction is based on logic and common sense. It expresses the learning of common experience that when people say one thing they do not mean something else. The maxim is closely related to the plain language rule in that it emphasizes the statutory language as it is written.

The language in these laws giving police officers the right to final and binding arbitration is stunningly clear. But even if it could be argued that there is some ambiguity (there is not), the fact that the IPLRA provides for exceptions for some provisions, but does not relevantly do so in Sections 8, 2 and 15, requires a finding that the construction must be that there are no exceptions for Chicago from the mandate that police officers are entitled to final and binding arbitration of grievances protesting these disciplinary actions. For purposes of the right to arbitration, Sections 8, 2 and 15 of the IPLRA and the Workers' Rights provisions of the Illinois Constitution mean that the City stands in the same shoes as all other public employers governed by the IPLRA – and the requirement for final and binding arbitration.

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Award's provisions for arbitration of discipline, a court fight will no doubt follow with the Lodge seeking to enforce this Board's awarding of arbitration in the Final Award as it incorporates the previous Awards. Hopefully, after a second vote is held and the arbitration provisions of the Final Award are not rejected, that court fight will be avoided and the arbitration provisions from the Final Award will be included in the parties' collective bargaining agreement, which means a final end to a labor dispute that is now over six and one-half years old.

Potentially, the City has much to lose in a protracted court fight in which it cannot prevail.

The arbitration provisions were made retroactive to September 14, 2022 – which is the date I was notified by the American Arbitration Association that I was selected as the Neutral Chair of this Dispute Resolution Board. It was at that time that the Board was composed and had authority to act. Supplemental Interim Award at 23.⁴⁴

The June 26, 2023 Interim Award adopted the arbitration of discipline option and remanded the issue to the parties to draft language consistent with that Award which included a direction to the parties to propose a retroactive date. Interim Award at 72-74.⁴⁵ The remand to the parties from the Interim Award for the parties to draft language was clear – “[i]f the parties are unable to agree upon the language needed to implement the adopted proposals ... this Board shall formulate that language based upon the *final positions* submitted by the parties” [emphasis added]. *Id.* at 74. In interest arbitration, requiring the parties to submit final offers of issues in dispute forces the parties to be reasonable in their proposals, because an unreasonable offer will not be selected.

⁴⁴ https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/L-MA-18-016_Supp_award.pdf

⁴⁵ https://ilrb.illinois.gov/content/dam/soi/en/web/ilrb/arbitration/documents/L-MA-18-016_Interim_Award.pdf

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The parties could not agree upon language for the arbitration provisions and their final offers on language were so far apart and *unreasonable* that I was forced to formulate the provisions. The parties' unreasonable final offers on remand "... puts this Board in the position of having to choose a lesser unreasonable offer as opposed to a more reasonable offer." Supplemental Interim Award at 5. As was found, the unreasonable final offers on the retroactive date "are so unreasonable that the selection of the more reasonable offer is not possible thus ... forcing a formulation of the language by this Board." *Id.* at 12.

When the parties filed their positions on language, the City proposed an effective date of "on or after the date of ratification". Supplemental Interim Award at 13. The City's proposed effective date was rejected by me, in relevant part, because potential delays in the ratification process amounted to a delay of implementation of a statutory and constitutional right for arbitration (*id.*) – a delayed scenario that is playing out here. Under the City's proposed effective date for the arbitration process to begin after the City Council rejected the provisions requiring the Lodge to institute litigation to force the City to ratify the Final Award, the "on or after the date of ratification" is being dragged out and will not begin until after the years of litigation are over.

The Lodge's proposed retroactive date was August 1, 2021. *Id.* at 20. That date was also rejected by me because the Lodge contributed to delay in the proceedings by holding the interest arbitration process in abeyance as the parties continued to negotiate. *Id.* at 22.

The parties' unreasonable final offers on the retroactivity date forced me as the Neutral Chair to reject both language proposals ("As the Neutral Chair ... I cannot go that route and this Board is therefore forced to formulate the language."). *Id.* The reasonable date chosen for retroactivity therefore was September 14, 2022 when the

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interest arbitration process began moving forward in earnest after I was appointed as the Neutral Chair thereby giving this Board the power to act. *Id.* at 22-23.

A substantial number of disciplinary actions are now pending before the Police Board and are affected by that September 14, 2022 retroactive date for arbitration. After the arbitration option was imposed by the June 26, 2023 Interim Award and by Order dated September 26, 2023, the Police Board denied the Lodge's motion to transfer 22 cases from the Police Board to the arbitration process or stay proceedings before the Police Board.⁴⁶ If a court challenge fails to reverse the Final Award and enforces its requirements, the retroactivity date of September 14, 2022 may well require that the proceedings for cases which should have been transferred from the Police Board to arbitration begin anew before arbitrators. The Lodge will no doubt seek make-whole relief for the affected officers back to the September 14, 2022 retroactive date. And the longer the court challenge drags on and should the City not prevail, the larger the potential make-whole relief will be – even for those officers who ultimately do not prevail and are disciplined or dismissed through the arbitration process. That is because those officers who are ultimately given discipline in excess of 365 days or dismissed through the arbitration process were deprived from remaining on the payroll until their cases were decided as required by the Final Award at 23-25. The requirement in the Final Award that officers who are disciplined in excess of 365 days or dismissed remain on the payroll merely extended that same requirement existing in the parties' Agreement for officers who are disciplined between 11 and 365 days. Final Award at 23-24:

Under the parties' Agreement, Appendix Q(C) provides (with exceptions not relevant here) that for grievances challenging suspensions from between 11 and 365 days, "... the Officer will not be

⁴⁶ https://www.chicago.gov/content/dam/city/depts/cpb/PoliceDiscipline/PB_Order_FOP_Motion20230926.pdf

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required to serve the suspension, nor will the suspension be entered on the Officer's disciplinary record, until the Arbitrator rules on the merits of the grievance." That same provision is found in Sections 9.6((B) and (C) of the Agreement as those sections refer to the procedure in Appendix Q(C) which does not require the officer to go into a non-pay status.

As discussed, the extension of the statutory right of arbitration for grievances protesting discipline for suspensions in excess of 365 days and separations is merely an extension of the right to arbitrate the class of cases involving discipline between 11 and 365 days as provided in the Agreement. Focusing particularly on Appendix Q as currently written which explicitly provides that disciplinary actions falling under those provisions do not require the officer be put in non-pay status prior to decision by an arbitrator on the grievance, there is no reason to deviate from the practice agreed to by the parties for the lesser disciplinary actions. The line drawn by the City at 365 days as to whether an officer is suspended without pay and kept on the payroll is not reasonable. Why should an officer who is suspended for 365 days remain on the payroll until the arbitration is decided and the officer who is suspended for 366 days be put in non-pay status until that officer's arbitration is decided? There is no rational basis for such a line drawing.

Another bedrock "Rule of Law" is "the presumption that a defendant is innocent until proven guilty." *People of the State of Illinois v. Wheeler*, 871 N.E.2d 728, 748 (2007). As discussed, the parties have adopted a practice for proposed disciplinary actions against an officer less than 365 days of keeping that officer on the payroll until the disciplinary action is adjudicated and there is no rational basis to change that practice because an officer is facing a potential disciplinary action greater than 365 days and dismissal. That practice for officers facing disciplinary actions less than 365 days recognizes "the presumption that a defendant is innocent until proven guilty." To place officers in non-pay status for proposed disciplinary actions greater than 365 days and dismissals throws that presumption of innocence out the window. While arbitrators have broad remedial powers including awarding lost backpay and damages and other financial harm that is a direct or foreseeable consequence of a disciplinary action that lacks just cause, an officer being out of work until a case is decided can never be fully rectified – particularly given the stress placed on officers and their families as they suddenly have lost income.

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Further, as future disciplinary actions in excess of 365 days and dismissals are imposed and the City does not agree to proceed to arbitration as required by the Final Award while the court proceedings continue, potential relief will exist for those officers charged with misconduct whether or not they ultimately prevail in an arbitration after the court proceedings are over.

Make-whole relief is not just backpay for lost wages. Not only are lost earnings part of make-whole relief, but so are costs that are a direct or indirect but foreseeable consequence of a deprivation of a right including out-of-pocket medical expenses; credit card debt incurred due to lost wages; and other costs simply to make ends meet. Make-whole relief can also include those costs resulting from loss of a car or a home. Those elements of make-whole relief are consistent with the broad authority to formulate remedies possessed by arbitrators as remedies are designed to restore the *status quo ante* – *i.e.*, to put the parties back to where they were before a contract violation occurred and to make whole those who have been harmed by a breach of the contract.⁴⁷

⁴⁷ *Wicker v. Hoppock*, 73 U.S. (6 Wall.) 94, 99 (1867) (“The general rule is, that when a wrong has been done and the law gives a remedy, the compensation shall be equal to the injury. The latter is the standard by which the former is to be measured. The injured party is to be placed, as near as may be, in the situation he would have occupied if the wrong had not been committed”); *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593, 597 (1960) (“When an arbitrator is commissioned to interpret and apply the collective bargaining agreement, he is to bring his informed judgment to bear in order to reach a fair solution of a problem. This is especially true when it comes to formulating remedies. There the need is for flexibility in meeting a wide variety of situations.”). *Local 369 Bakery and Confectionery Workers International Union of America v. Cotton Baking Company, Inc.*, 514 F.2d 1235, 1237, *reh. denied*, 520 F.2d 943 (5th Cir. 1975), *cert. denied*, 423 U.S. 1055 and cases cited therein (“In view of the variety and novelty of many labor-management disputes, reviewing courts must not unduly restrain an arbitrator’s flexibility”); *Eastern Associated Coal Corp. v. United Mine Workers of America*, 531 U.S. 57, 62, 67 (2000) (“... courts will set aside the arbitrator’s interpretation of what their agreement means only in rare instances. ... [w]e recognize that reasonable people can differ as to whether reinstatement or discharge is the more appropriate remedy here ... [b]ut both employer and union have agreed to entrust this remedial decision to an arbitrator.”).

[footnote continued on next page]

The City therefore has much to lose by pursuing a case it cannot win.

VI. CONCLUSION

Much has been said. However, all of this really comes down to a few simple propositions:

1. The Lodge's ability to have an option for final and binding arbitration of protests for discipline in excess of 365 days and separations (dismissals) issued to police officers is the Rule of Law as codified in Sections 8, 2 and 15 of the Illinois Public Labor Relations Act and that right is protected by the Workers' Rights provisions of the Illinois Constitution.
2. By extending the right to arbitration to disciplinary actions in excess of 365 days and dismissals issued to police officers, these officers will be treated the same as officers who have disciplinary actions pending against them for periods of 11 through 365 days.
3. The Rule of Law applies equally to everyone, including individuals and governing bodies such as the City of Chicago – without regard to their size or stature.
4. We live in a democracy that does not follow a principle that the Rule of Law applies to everyone, unless that person or entity doesn't agree with the result.

[continuation of footnote]

With respect to relief beyond just lost wages extending to costs that are a direct or indirect but foreseeable consequence of a deprivation of a right, *see* the National Labor Relations Board's decision in *Thryv, Inc.*, 372 NLRB No. 22 (December 16, 2022) (decision found in pdf reference "decision issued today" downloadable in pdf format):

<https://www.nlr.gov/news-outreach/news-story/board-rules-remedies-must-compensate-employees-for-all-direct-or>

See also, this Neutral Chair's award in *State of Illinois and AFSCME Council 31*, Arb. Ref. 10.251 (2011), where an agreement between the State and AFSCME required that in light of concessions given by AFSCME to the State due to the 2008 Great Recession, there would be no closures of facilities or layoffs prior to June 30, 2012. When former Governor Pat Quinn sought to close seven mental health and correctional facilities prior to the agreed-upon June 30, 2012 date in violation of that agreement, the remedy included reinstatement of all employees and make-whole relief in all respects, which included lost wages and benefits; payment of medical expenses which would otherwise have been paid for or covered by insurance (for the employees and others covered by the employees' insurance); and payments to employees who lost their homes or cars or were forced to move from their residences. *Id.* at 15-26. That award is posted at:

<https://www.civicfed.org/sites/default/files/State-AFSCME-2011-12-Layoffs-and-Closures.pdf>

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5. By rejecting the portion of the Final Award adopting the Lodge's right to have an option for final and binding arbitration of the class of discipline involved in this matter, the City Council violated the Rule of Law.
6. Those alderpersons of the City Council who voted to reject the Final Award's adopting final and binding arbitration guaranteed to police officers by the IPLRA and the Workers' Rights provisions of the Illinois Constitution (as well as Mayor Johnson) violated their oath of office that "I _____ do solemnly swear that I will support ... the Constitution of the State of Illinois"
7. An interest arbitration proceeding conducted under the Illinois Public Labor Relations Act is not the forum to change the Rule of Law – that is for the State Legislature. The function of interest arbitrators under the IPLRA is to apply the Rule of Law – which the Final Award did.

The City Council now has the opportunity to rectify a wrong and avoid a court fight in which it has no chance of prevailing. For those alderpersons who voted to reject, your voices of displeasure over the existing Rule of Law and with the police have been heard – loud and *very* clear – and your voiced displeasure with the existing laws are available for your constituents and the rest of the world to see and hear from the video of the City Council proceedings.⁴⁸ If you voted to reject to make a protest, your point has been made. Now please don't throw away potentially large sums of taxpayer money that could be used better elsewhere than on a legal fight you cannot win which you are undertaking to make a point that you have already made. The law is clear – and you took an oath to support that law. If you don't like the results coming from the Rule of Law, then seek to change the law.

However, for this proceeding – an interest arbitration – the "rule" is that the Rule of Law is to be followed and the "rule" is *not* that the Rule of Law is to be followed

⁴⁸ <https://vimeo.com/893801913>

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only if you agree with the result. This Board's function is to apply the law – not make the law. If there are changes to be made, those changes to the law must be sought from the elected officials of Illinois who have authority to make those changes.

Writing for a majority of this Board, I cannot undo the damage that has been done to the arbitration process by those who seek its destruction – a process that is the law and policy of this state guaranteed by the IPLRA and protected by the Workers' Rights provisions of the Illinois Constitution. That damage has been done by repeatedly linking the phrase “behind closed doors” to the word “arbitration” and doing so in a demeaning and destructive manner. Given how often “behind closed doors” is linked to “arbitration” to cast arbitration in a negative light in order to make the arbitration process look corrupt and given how that phrase so influenced the City Council to reject the Final Award's adoption of arbitration, the detractors of the arbitration process have succeeded in spreading that misconception and misrepresentation. To me, the ability of those opposing arbitration as a dispute resolution process with the repeated use of the “behind closed doors” mantra is really Chicago's equivalent of “the Big Lie” (*i.e.*, that Donald Trump actually won the 2020 election and that election was “rigged” and so many continue to believe that because of the publicity generating machine which spread that repeated lie). If you keep repeating it, myths, fictions, half-truths and misrepresentations become fact and reality. That is what happened here with the repeated negative connotations linked to the phrase “behind closed doors.”

However, I can state a fact – a truth. The arbitration process is the “Rule of Law” by virtue of the IPLRA and the Illinois Constitution. To those alderpersons of the City Council who voted to reject the Rule of Law requiring arbitration of discipline in collective bargaining agreements (and to Mayor Johnson who supported that position), you did so even though you took an oath – “I _____ do solemnly swear that I will

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support ... the Constitution of the State of Illinois” You therefore violated that oath.

So, if there is a phrase that should influence the public’s perception of this dispute, it is not “behind closed doors.” The phrase that governs is a simple one directed to those alderpersons on the City Council who voted to reject the arbitration provisions of the Final Award. And that phrase states a real fact and a simple truth directed to the City Council – “You took an oath.”

Now the City Council has an opportunity to do the right thing and vote not to reject the Final Award.

I end this with a personal plea – an unusual action, no doubt, but an action I believe is required in this most unusual and highly-charged case.

The City Council now places the City at a precipice. Do you adhere to the Rule of Law or defy it? And if you choose to ignore the Rule of Law, you do so after being told by one of the most highly regarded, respected and experienced management-side attorneys in the country – Jim Franczek – that although arguments can be made, by failing to follow the laws of this state mandating arbitration as decided by an interest arbitrator in the Final Award that your chances of prevailing in court are, in the words of counsel, “... a challenge in the Circuit Court of Cook County to an interest arbitrator decision is a steep hill to climb and that would be a challenging legal proceeding for the City of Chicago ... the challenge in circuit court, yes, is going to be significant”⁴⁹

Years of litigation over a case that has no chance of prevailing brings the discussion back to a point made by Alderwoman Tabares at the December 13, 2023 City Council meeting where she spoke that, if litigated, “[t]hese cases will last years” and

⁴⁹ <https://vimeo.com/showcase/8928568/video/892317880>
Video at 2:14:55-2:16:30.

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will result in damage awards to police officers who should have been maintained on the payroll until their cases were decided by an arbitrator (as is the parties' treatment of all officers who are disciplined for suspensions between 11 and 365 days), but whose cases were delayed being heard by an arbitrator because of fruitless years of litigation only to have the final result of the case being heard by an arbitrator after the litigation is over with the arbitrator agreeing that the discipline was proper:⁵⁰

These cases will last years and could cost the City hundreds of millions of dollars. Those are dollars that will go into the pockets of police officers who were rightfully suspended or terminated. None of us – I'm sure none of us want public dollars to be awarded in court to bad cops as opposed to being used to fund mental health clinics or homeless services.

With years of litigation coming, in terms of receiving damages awards from the City, it really will not matter whether the officers prevail in arbitration. The delay caused by the City's refusal to implement the arbitration requirements of the Final Award retroactive to September 14, 2022 will result in damage awards for those officers who do not prevail as a result of being kept off the payroll until the arbitration is decided (up to the point where the discipline is found appropriate) and further, for those officers who do prevail (until they receive a full remedy from reduced or rescinded discipline). And those damages will be significant because make-whole relief includes not only lost earnings, but also includes costs that are a direct or indirect but foreseeable consequence of a contract violation which include out-of-pocket medical expenses; credit card debt; other costs simply to make ends meet; and damages which could include those costs resulting from loss of a car or a home. That liability will be on the City to pay – and it will be large and potentially staggering. Although

⁵⁰ <https://vimeo.com/893801913>
Video at 1:22:47-1:23:36.

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Aldерwoman Taylor supported rejection of the Final Award, to fight this dispute further in court may well prove her complaint about needless spending to be correct – “We’ve thrown away more money than any city council I’ve ever seen in the country.”

To fight this case to lose solely to make a point of disagreement (which has already been resoundingly made through votes and positions stated before the City Council) just makes no sense. If you do not like the Rule of Law, then seek to change it. But the City Council does not have the right to simply ignore the requirements of the IPLRA and the constitutional protection in the Workers’ Rights Amendment mandating police officers’ right to arbitration of discipline.

Therefore, to the alderpersons who voted to reject the arbitration provisions of the Final Award, please, don’t do this and go down a path of years of fruitless, expensive litigation and resulting discord. Your protests and dislike of the result of the Final Award have been heard and preserved by this Supplemental Final Award. However, the law is clear – and you took an oath to support that law.

In final conclusion, the arbitration provisions of the Final Award stand unchanged.



Edwin H. Benn
Neutral Chair

The Lodge’s Board Member concurs.

The City’s Board Member dissents (reserving the right to file a written dissent).

Dated: January 4, 2024

**BEFORE
DISPUTE RESOLUTION BOARD**

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

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

CITY OF CHICAGO’S DISSENT FROM SUPPLEMENTAL FINAL AWARD

This Dissent is submitted on behalf of the City of Chicago and as counsel to the City’s representative on the Dispute Resolution Board.

With my colleagues (Cicely Porter-Adams, David Johnson and Jennifer Dunn, hereinafter “we”), we have been fortunate to handle and/or supervise thousands of arbitrations over the last 40 years for the Lodge and other bargaining units.

Those awards cover every conceivable aspect of the disciplinary process for police officers and other employees.

What we have not seen in these awards—until today—is anything approaching what can only be characterized as the unprofessionalism that runs rampant in the Neutral Chair’s Supplemental Final Award (“Award”). Even a casual observer would have quickly come to appreciate the gravity of the public interest in how the City addresses alleged serious misconduct

of its police officers. The members of the City Council, as well as the Administration we are privileged to represent, certainly approached this issue with the utmost seriousness, as demonstrated by the extended debates on the floor of the Council. The Council clearly is not a monolith; the diversity of the views and opinions expressed (as well as the emotions underlying those views and opinions) attest to that simple fact.

What one did not see in those Council debates were *ad hominem* attacks on each other or expressions of condescension toward opposing views. The opposing views, including those urging rejection, were advanced with sincerity, mutual respect, and in good faith. Thus, it came as a literal shock to see the Neutral Chair accuse those doubting the wisdom of his Award of “violating their oath of office”.¹ We were speechless when reading those passages in the Award. The City Council is not a potted plant; it is not merely entitled, it is *obligated* to express the views and concerns of the residents of Chicago. It is one thing for the Neutral Chair to take issue with specific concerns and objections registered by the Administration and members of the Council. It is another thing altogether to level such a grave accusation. It is contemptible. The Neutral Chair owes an apology to the members of the Council and the presiding officer of the Council, the Honorable Mayor of Chicago.

The City has no desire to plow furrowed ground, but we are at a loss to understand the Neutral Chair’s inability to grasp the concerns about arbitration hearings taking place with no public access. His repeated invocations of the mantra that “arbitration is private” miss the point

¹Of the Award’s repeated references to Donald Trump (11 such references, by our count), not to mention allusions to the “big lie”, nothing needs to or should be said. We could speculate as to the Neutral Chair’s motivation in making so many gratuitous and definitely inflammatory insults, but we prefer not to. Suffice it to say that those references do nothing more than undermine the credibility of the Chair’s opinion.

entirely. Yes, arbitrations in the private sector are private. That is because the interests at stake are private.² Statutory claims are handled in public, not in private. Here, it is blindingly obvious that the issue of how claims of alleged serious misconduct by Chicago police officers are resolved is a matter of paramount public interest. The Neutral Chair's dismissive treatment of this issue is no more persuasive now than during the preceding proceedings.

Finally, the City has consistently stated that we understand and accept that arbitration for discipline cases is foreseeable. Throughout the interest arbitration process, we submitted proposals that included arbitration. Those proposals provide simple "rules" which would engender confidence in the process. They included allowing the arbitration to serve as an appeal from the police board hearing; having the arbitration hearings open to the public in the same manner as police board hearings (see, the police board website at https://www.chicago.gov/city/en/depts/cpb/provdrs/police_discipline.html); and, arbitrators certifying that they reviewed the same training materials required by the consent decree for police board members. How are any of our proposals inconsistent with the mandates of Sections 8, 2 and 15, or "the Rule of Law"? Arbitration and these proposals are not mutually exclusive. The Chair makes no effort, not even a recognition, that long-term suspensions and termination evokes the interests and welfare of the public. For the public to have trust and confidence in our police department, our proposals are a minimum. The Chair's reckless disregard of these basic tenets will inevitably further diminish trust in our police officers.

In our dissent to the Chair's October 2023 Final Opinion and Award (which we attach), we said that the Chair's Awards "... are likely to frustrate the City's efforts to bring about fundamental

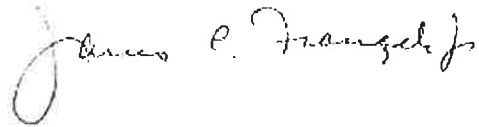
² Significantly, when statutory issues are subjected to arbitration in the private sector, it is only because both parties have agreed to arbitration.

and necessary reforms in the Police Department, will sap public confidence in the disciplinary process applicable to police officers, will ultimately work to the detriment of police officers covered by this Agreement, and at bottom are inconsistent with the "interests and welfare of the public" as required by Section 14(h)(3) of the Illinois Public Labor Relations Act. (5 ILCS 315/14)."

and

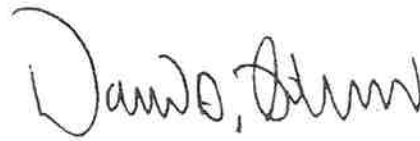
... "Our fundamental proposition, one with which the Neutral Chair fails to come to grips, is that the collective bargaining agreement, and especially its provisions with respect to accountability, must be perceived by the public as fostering and advancing the cause of legitimacy in policing in our city. Anything less impedes the ability of the Police Department to fulfill its mission."

The Chair's supplemental award compounds the fatal errors of his earlier award and will only encourage its rejection by the City Council and, more importantly, our City's citizens.



James C. Franczek, Jr.
Counsel for the City

Dated: January 12, 2024



David A. Johnson
Counsel for the City

Dated: January 12, 2024

("Agreement") include an arbitration option for disciplinary actions in excess of 365 days and separations.¹

As the City Appointee to the Dispute Resolution Board, it is my firm belief that the substantive provisions regarding resolution of separations and suspensions in excess of 365 days mandated by the Supplemental Interim Award are not justified by the record in this case or the parties' history, are likely to frustrate the City's efforts to bring about fundamental and necessary reforms in the Police Department, will sap public confidence in the disciplinary process applicable to police officers, will ultimately work to the detriment of police officers covered by this Agreement, and at bottom are inconsistent with the "interests and welfare of the public" as required by Section 14(h)(3) of the Illinois Public Labor Relations Act. (5 ILCS 315/14) Accordingly, I respectfully dissent from the Interim and Supplemental Awards ("Interim Awards"). My reasons follow.

The Interim Awards include these provisions governing the resolution of disputes over separations and suspensions over one year:

- i) the right of the Lodge to submit such actions to binding arbitration in lieu of the Chicago Police Board, which up until now has had exclusive jurisdiction over those actions;
- ii) the arbitration is to be closed to the public, unlike the case with hearings before the Police Board;
- iii) there is no requirement that arbitrators hearing these cases are to have completed the same training required of members of the Police Board pursuant to Paragraphs 540-542 of the Consent Decree between the City and the Attorney General of Illinois;
- iv) officers whom the Department is seeking to separate are entitled to remain on the payroll while the arbitration process plays itself out, contrary to decades' long past practice; and

¹ The Supplemental Interim Award was preceded by the Neutral Chair's June 26, 2023 "Interim Opinion and Award" ("Interim Award"), in which he adopted the Lodge's proposal for the arbitration option and remanded to the parties for the purpose of drafting language consistent with the Interim Award. It was the parties' inability to agree upon language that led to the August 2 Supplemental Interim Award, in which the Neutral Chair mandated the language to be included in the successor Agreement.

- v) the arbitration option is retroactive to September 14, 2022.

These provisions are extraordinary and far-reaching. I will address them in sequence.

These parties have engaged in formal collective bargaining since 1981, negotiating 12 collective bargaining agreements over that span. Throughout this period, separations and suspensions in excess of one year were within the Police Board's exclusive province. On four previous occasions² the Lodge resorted to interest arbitration to resolve the terms of the collective bargaining agreement. In none of those proceedings did the Lodge seek an option to submit such disciplinary actions to arbitration. We submit that one of the principal reasons for the absence of bargaining activity for an arbitration option is that neither party viewed the Police Board process as broken or in distress. As we argued in our pre-hearing submissions, the statistics bear this out. The Superintendent has traditionally been very judicious in pursuing the ultimate sanction of separation and the Police Board has not been anything like a rubber stamp. Between 2013 and 2017 a total of 78 separation cases proceeded to hearing before the Police Board. The Board imposed separation in 39 of them—exactly 50%. In more than 20% of the cases the Police Board determined that the officer was not guilty, resulting in no discipline. The percentage of cases resulting in separation increased somewhat between 2017 and 2021, but not unreasonably so. Of 49 separation cases decided over that period, 32 (or 65%) resulted in separation. Statistics like this are hardly the mark of a biased tribunal. By their conduct over the years, the parties acknowledged that the arbitration option was a solution in search of a problem.

This time around the Lodge saw fit to seek the arbitration option. We argued (and indeed demonstrated, we contend) that there is no factual justification for the option. The Neutral Chair

² Interest arbitration awards were issued by George Roumell in 1993, Steven Briggs in 2002, and by this Neutral Chair in 2005 and 2010.

responded that this is beside the point: “if a party requests arbitration of discipline in an interest arbitration, as a matter of plain statutory language in Section 8 of the IPLRA, that request *must* be adopted . . . [f]urther, whether those boards functioned well or did not function at all are just not relevant considerations under Section 8’s statutory mandate . . .”. (italics in the original).³ With due respect, that view of the matter simply is not responsive to the needs of the moment.

We acknowledged in these proceedings the authorities the Neutral Chair assembled for the proposition quoted in the preceding paragraph. But as we pointed out at the time, all of those cases involved municipalities that just do not bear comparison to Chicago and the circumstances in which it finds itself. Contrary to the Neutral Chair’s dismissal of our position, characterizing it as a claim that “Chicago is different because we are bigger”⁴, our argument goes considerably beyond size. We defy anyone to point to another city or village in this state that is in the same ballpark when it comes to complexity of the issues, diversity of communities served, or the intensity of the public focus on how the Police Department operates. Our fundamental proposition, one with which the Neutral Chair fails to come to grips, is that the collective bargaining agreement, and especially its provisions with respect to accountability, must be perceived by the public as fostering and advancing the cause of legitimacy in policing in our city. Anything less impedes the ability of the Police Department to fulfill its mission. In our submissions on this issue to the Neutral Chair we strived to craft an arbitration option that satisfied this need, understanding that our insistence on the *status quo* would be deemed impermissible. The flat rejection of our proposals leaves us with no alternative but to dissent. Below I address four aspects of what we had proposed.

³ Interim Award at 44-45.

⁴ Interim Award at 56.

First and foremost is the question of whether the arbitration hearing (should there be one) addressing a separation or suspension in excess of one year should be open to the public. Our proposed language providing for transparency was attached to the Supplemental Interim Award in Appendix B. The City proposed that the arbitration hearing “shall be open to the public in the same manner as hearings before a hearing officer employed by the Board.” We pointed out that the Police Board’s Rules of Procedure mandate open hearings but specifically contemplate closed proceedings where appropriate, such as the pre-hearing conference and other occasions “for good cause shown”. The Neutral Chair’s response, candidly, is disappointing in the extreme: “Arbitrations are private and not open to the public. That again is the ‘Rule of Law’.”⁵ The Neutral Chair goes so far to suggest that he would commit an “ethical violation” were he to provide that the arbitration hearings be open to the public.⁶ We have deep respect for the Neutral Chair and his long history of accomplishments in the field, but this is nonsense. Every Police Board hearing in living memory has been open to the public and we are unaware of any horrible (or even mildly uncomfortable) consequence flowing from that. Neither is it the case that a police arbitration hearing open to the public is without precedent. San Antonio is the nation’s seventh largest city. Its collective bargaining agreement with its police union directs that all arbitration hearings be open to the public.⁷ There is no basis in experience or logic to believe that an arbitration hearing open to the public somehow becomes a flawed proceeding by virtue of being public.

⁵ Final Award at 20. This is more than a little reminiscent of the exchange in the Ring Lardner story, “*The Young Immigrants*” (*sic*):

“Are you lost daddy I arsked tenderly.
Shut up he explained.”

(Spelling and punctuation (or lack thereof) in the original)

⁶ *Id.* at 21.

⁷ Article 28, Section 10(c) of the 2022-2026 collective bargaining agreement with the San Antonio Police Officers’ Association mandates that “All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public.” It can be accessed at <https://www.sa.gov/Directory/Departments/CAO/Collective-Bargaining>.

The Neutral Chair's prioritization of the private interests involved overlooks the vital public interest at stake in an open hearing. The Neutral Chair can make light of it all he wishes, but the fact remains that substantial portions of the citizenry are deeply suspicious of the process by which the Police Department seeks to hold its officers accountable on those occasions where they engage in misconduct. It is not sufficient for an arbitrator to say: trust me. Absolutely no good can come from a situation where the disciplinary process refuses to acknowledge this reality. For our part, the City stands willing to present our disciplinary cases in the bright light of day.

Second, we believe it a grave mistake not to require that arbitrators hearing such serious disciplinary matters first acquaint themselves with the training materials required of Police Board members pursuant to ¶542 in the Consent Decree. The required topics include constitutional and other relevant law on police-community encounters, including law on the use of force and stops, searches, and arrests; police tactics; investigations of police conduct; CPD policies, procedures, and disciplinary rules; etc. How does this training not enhance an arbitrator's ability to resolve these cases appropriately?

Third, the Neutral Chair engages in a radical restructuring of the *status quo* by requiring that officers remain on the payroll while the arbitration process is ongoing. We had proposed (if there is to be an arbitration option) continuation of the existing process, where a Police Board hearing officer determines whether to suspend (without pay) an officer against whom charges seeking separation have been filed. None of the City's 40-plus collective bargaining agreements provide for such a right. The Neutral Chair has created an incentive for the Lodge to find itself "unavailable" for arbitration hearings, knowing that the longer it can drag out the process, the longer the officer remains on the payroll. The Department cannot make use of officers while in this status; it would be preposterous to send an officer on an emergency call while simultaneously

seeking to terminate that individual's employment as a police officer. There is no unfairness in the City's position: in the event the arbitrator finds the separation not to be for just cause, she has the authority to fashion an appropriate remedy. But there is no remedy for the City when the arbitrator, many months later, determines that the separation *is* for just cause.

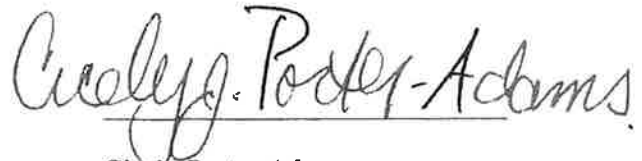
Fourth, we do not understand how the arbitration option is to be retroactive to September 14, 2022, more than a year before the date of the Final Award. We suggest this is unworkable and will only lead to confusion.

Finally, at the outset of this Dissent I observed that the Interim Awards will work to the detriment of police officers. That was not cant or rhetoric. It is a basic fact of life in Chicago (something which serves to distinguish us from other municipalities) that police officers, especially, are at risk of being named as defendants in civil lawsuits arising out of claimed misconduct. The fact that one has been named as a defendant, standing alone, is not proof of misconduct; that is what the judicial process is for. But that process relies on juries drawn from residents of Cook County. When the defendant officer confronts the jury, if that jury is composed of individuals who are skeptical of the integrity and legitimacy of the system by which the Chicago Police Department holds its officers accountable, the outcome of the process is not likely to favor the officer. Every CPD officer has a strong interest⁸ in ensuring that the wider public accepts the credibility of the Department's disciplinary process. Each officer is entitled to a fair shake from the jury, and the best guarantee of that is a disciplinary process that is open and transparent. The

⁸ Most civil lawsuits include a claim for punitive damages against the defendant officer(s). Section 2-302 of the Local Governmental and Governmental Employees Tort Immunity Act provides: "It is hereby declared to be the public policy of this State, however, that no local public entity may elect to indemnify an employee for any portion of a judgment representing an award of punitive or exemplary damages." 745 ILCS 10/2-302.

Interim Awards work in the opposite direction. The result is bad for the City, for the officers, and for the residents of Chicago.

I dissent.

A handwritten signature in cursive script that reads "Cicely Porter-Adams". The signature is written in black ink and is positioned above a horizontal line.

Cicely Porter-Adams

City Appointee

October 19, 2023