

**MEMORANDUM OF UNDERSTANDING  
PATROL OFFICERS 12 HOUR SHIFTS**

This Memorandum of Understanding (MOU) entered into as of this day of December \_\_, 2023 by the Village of Oak Park (Village) and the Illinois Fraternal Order of Police Labor Council and the Fraternal Order of Police Oak Park, Lodge No. 8 (Union).

**WHEREAS**, the Union is the sole and exclusive collective bargaining representative for patrol officers employed by the Village;

**WHEREAS**, the Union and the Village are parties to a collective bargaining agreement (CBA) with a current term of January 1, 2021 through December 31, 2023;

**WHEREAS**, the parties wish to have a written understanding on a one-year pilot program for a 12-hour shift schedule for officers assigned to patrol;

**WHEREAS**, the parties wish to have a written understanding on how such a 12-hour shift schedule will operate and on how particular provisions of the collective bargaining agreement will be applied during the period for the assigned 12-hour shifts;

**WHEREAS**, the Village and the Union agree that this MOU shall not be considered part of the CBA;

**WHEREAS**, the Village and the Union agree that the bargain for status quo that has existed between the parties shall not be affected whatsoever by this MOU and shall not constitute a precedent in which either party may cite in any subsequent negotiations or interest arbitration proceedings; and

**NOW THEREFORE**, in consideration of the mutual covenants and understanding herein, the parties do agree as follows:

1. **Duration:** The parties agree the term of the pilot program and this MOU will be from January 14, 2024- January 12, 2025. The Village will not be under any obligation to maintain the pilot 12-hour shift schedule beyond January 12, 2025. The parties agree that they will meet no later than September 15, 2024 to determine whether to continue the pilot program beyond January 12, 2025. Nothing in this MOU shall bind the parties or create a status quo as to future CBA negotiations. If the MOU is not extended, the parties will revert back to the CBA that is in place at that time
2. **Terms of the Current Collective Bargaining Agreement:** All provisions of the parties' collective bargaining agreement will remain in full force and effect during the period

of this MOU unless specifically modified by the provisions of this MOU or through the parties' negotiation of a successor collective bargaining agreement.

3. **Work Day and Work Period:** The work schedule for officers assigned to patrol shall consist of shifts of twelve (12) consecutive hours each. Twelve (12) consecutive hours of work shall constitute a normal workday, fourteen (14) day tour of duty shall constitute a pay period, and twenty-eight (28) day tour of duty shall constitute the normal police period.

The "Pitman Schedule" which is the most common duty cycle pattern for 12-hour shifts will be used. Officers assigned to Patrol will work seven days out of a fourteen-day repeating schedule.

During each two-week period, each Officer shall work a "short day", where the Officer will work either the first eight hours (of the 12-hour shift) or the last eight hours (of the 12-hour shift). As a result of this deviation in the work schedule, all Officers assigned to patrol will be scheduled to work 80 hours every two weeks.

Officers shall choose their short day by seniority for the term length of the agreement prior to selecting vacations. No more than two Officers each shift will share the same short-day assignment unless the number of Officers assigned to the same Platoon and same Day Off Group is greater than fourteen. The short-day front or short-day end may be canceled at the discretion of the Police Chief with proper notice as provided by the CBA. The short day itself will not be changed.

The twelve-hour shift format incorporates the following day off keys within a fourteen (14) day pay period:

Day Off Group	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
ONE	ON	OFF	OFF	ON	ON	OFF	OFF	OFF	ON	ON	OFF	OFF	ON	ON
TWO	OFF	ON	ON	OFF	OFF	ON	ON	ON	OFF	OFF	ON	ON	OFF	OFF

Start Times for officers assigned to patrol shall be:

(Platoon I) Day Shift: 06:00-18:00 hours (early car)  
07:00-19:00 hours (late car)

(Platoon II) Night Shift: 15:00-03:00 hours (cover car if staffing permits)  
18:00-06:00 hours (early car)  
19:00-07:00 hours (late car)

Officers assigned to Patrol will work seven days out of a fourteen-day repeating schedule. During each two-week period, each Officer shall work a "short day", where the Officer will work either the first eight hours (of the 12-hour shift) or the last eight hours (of the 12-hour shift). As a result of this deviation in the work schedule, all Officer assigned to patrol will be scheduled to work 80 hours every two weeks.

Officers shall choose their short days by seniority for the length of this Memorandum of Understanding. No more than two Officers on each shift will share the same short day assignment. The early/late assignment may be changed at the discretion of the Chief with proper notice as provided in the CBA.

Officers on extended medical leave or light duty that are reasonably expected to return to full duty during the course of this MOU will be assigned to one of the patrol shifts. Officers on extended medical leave or light duty that are not expected to return to full duty during the course of this MOU will be assigned to the administrative schedule.

The Resident Beat Officers (RBOs) will work a schedule of four ten-hour days per calendar week. The RBO will submit their requested schedule and seek approval or modification from Administration.

RBOs may voluntarily split a shift if there is a community need which the officer believes can only be met through the split shift.

The Officers assigned to Investigations (Detectives) will be allowed to participate in a pilot ten-hour schedule in 2024 on a trial basis with the duration and terms to be determined by the Police Chief.

4. **Shift Selection:** The twelve (12) hour shifts for the patrol division will consist of two Platoons. Platoon I (Day Shift) and Platoon II (Night Shift) each having Officers divided into a Day Off Group One (DOG#1) and Day Off Group Two (DOG#2).

By seniority, officers will be placed into a Platoon of their preference for either Platoon I (Day Shift) or Platoon II (Night Shift).

After these initial assignments, the individual Platoons will be divided into Day Off Group One (DOG#1) and Day Off Group Two (DOG#2) at the discretion of the Chief.

Probationary Police Officers (PPOs) hired during this calendar year will be assigned to a Platoon and Day Off Group at the discretion of the Chief.

5. **Basis for Calculating Overtime for all Hours Worked in Excess of Twelve (12) Hours in a Workday:** Officers assigned to patrol shall be paid at 1 and ½ times their regular hourly rate of pay for any work performed in excess of twelve (12) hours in a work day or in excess of eighty (80) hours in a fourteen (14) day pay period. All overtime must have prior approval of the officer's immediate supervisor. For purposes of this section, hours worked shall mean hours actually worked and shall not include leaves of absence, sick leave, holidays, vacation days and other paid or unpaid time off.
6. **Vacation:** There will be no change to the existing vacations or the applicable provisions of the CBA. It is understood that a one vacation week consisting of (7) seven days will result in a deduction of 56 accrued vacation hours.
7. **Discipline:** All suspension days will be eight (8) hours in length. If the result of any suspension leaves remaining hours on a scheduled workday, the Officer may opt to use compensatory time in lieu of working less than a full shift.
8. **Lunches and Breaks:** Officers assigned to patrol working a 12-hour patrol shift shall be entitled to a 45-minute paid lunch break and two 15-minute breaks with pay during their shifts. Lunches will be scheduled/permitted in accordance with current practices and are not guaranteed.
9. **Sick Leave:** Officers assigned to patrol working a 12-hour shift shall have twelve (12) hours of sick leave deducted for each whole workday they miss.
10. **Holidays:** Holidays ("H-Day") will remain 8-hours long. Therefore, for the purposes of this MOU, the fourteen (14) contractual H-Days will be converted to 112 hours. officers assigned to patrol seeking compensation for taking a 12-hour H-Day will first exhaust their holiday hours for a 12-hour H-day and then will be permitted to use the remaining four (4) holiday hours. Officers may opt to add eight (8) hours of accrued compensatory time to the remaining four (4) holiday hours in lieu of working less than a full shift.

11. **FTO Pay:** The Field Training Program shall generally consist of a 12-hour shift unless otherwise assigned by the Chief. Officers assigned to patrol working as FTO on a shift shall receive an additional 1.5 hours of pay at their overtime rate.
12. **Death in the Family:** Bereavement Leave is not to exceed twenty-four (24) hours. Additional time off may be granted by the Chief according to the CBA.
13. **Pilot Monitoring and Issue Resolution:** The parties will establish a labor-management committee composed of equal representation to monitor the pilot program and to address any issues or complaints arising out of the pilot or the MOU. The committee will meet as needed and will meet to address an issue or a complaint arising out of the pilot or this MOU within 5 (five) business days after the Chief receives a written request from the Union for a meeting. In the event the Chief does not respond to the request or refuses to meet the Union may avail themselves of applicable rights under the CBA grievance procedure. The parties agree this process will be used to address complaints or grievances to the terms of this MOU and/or the pilot program implementation. In the event the complaint or grievance cannot be resolved after being addressed by the labor-management committee, the Union and/or the member may avail themselves of applicable rights under the CBA grievance procedure. For purposes of the CBA grievance procedure, time lines for the filing and processing of a grievance will be adjusted to allow for the labor-management committee to address the complaint or grievance first.
14. **Types of Call-Back:** When it is necessary to call back Officers the following procedures shall apply:
  - A. An anticipated call-back is a twelve-hour (12) shift vacancy, eight-hour (8) time period vacancy, or a six-hour (6) time period vacancy within a 12-hour shift which is not filled, and in the opinion of the Chief needs to be filled, and the vacancy is known or should be known to the Department at least five days in advance.
  - B. An unanticipated call-back is any other twelve-hour (12) shift or portion thereof which needs to be filled and comes to the attention of the Department with less than five days' notice and which is not a holdover situation as defined in Section C.
  - C. Holdovers shall be used where there is a vacancy due to circumstances that occur in the 24 hours before the shift starts.
  - D. Anticipated call-back procedure: A seniority list of the Officers will be kept in the watch commander's office. Prior to completing each monthly schedule, the Department shall attempt to fill the vacancies with Officers according to seniority and that name will be moved to the bottom of the rotating seniority list. In the event that the vacancies cannot be filled the call-back procedure in the CBA will

be followed. An Officer will not be scheduled to work more than eighteen (18) hours in any twenty-four (24) hour period.

All Officers working an Anticipated call-back will wear the prescribed Patrol Uniform, be assigned a Marked Squad car when available, and shall be assigned a call sign that defines the watch and beat vacancy that they are filling. (IE a detective/RBO/NRO/etc. filling a vacancy for first watch beat 10 will have the call sign 51-10)

The Village shall provide a list of all anticipated callbacks for each period a minimum five (5) days prior to the beginning of the first watch of the first day of the period.

- E. Unanticipated call-back procedure: The call-back procedure in the CBA will be followed. An Officer will not be scheduled to work more than eighteen (18)- hours in any twenty-four (24) hour period.
  - F. Holdovers procedure: In the event of a Holdover the on-duty watch commander of the affected watch will contact the on-duty personnel in an effort to fill the holdover. If multiple Officers desire to work the holdover it will be filled by department seniority. In the event that no on-duty personnel accept the holdover the watch commander of the affected shift will send a notification to all off-duty Officers of the available vacancy, the most senior Officer who responds within thirty (30) minutes shall be awarded the vacancy or the first Officer to respond after thirty (30) minutes shall be awarded the vacancy. In the event that no on-duty personnel and no off-duty personnel desire to work the holdover an Officer will be forced to work the holdover in reverse seniority on a rotating seniority list (for example, the person who filled in for the holdover will move to the bottom of the list and will not be forced to work another holdover until the entire seniority list works a holdover). This list will reset at the beginning of each pay period. No Officer(s) shall be forced to work a Holdover if they are working an anticipated callback for that day. Officers shall only be required to be held for a maximum of six (6) hours. (i.e. an Officer on Platoon II (Night Shift) normal working hours from 1800hrs to 0600hrs will only be required to held over until 1200 hrs) An Officer will not be scheduled to work more than eighteen (18) hours in any twenty-four (24) hour period.
15. **Filling Shift Vacancies:** All Officers assigned to the shift to fill any patrol vacancy (both full shift or partial shift) shall be assigned a call sign that defines the watch and beat vacancy that they are filling. (IE a detective/RBO/NRO/etc. filling a vacancy for first watch beat 10 will have the call sign 51-10)

This is the complete understanding between the parties regarding the implementation of a pilot 12-hour shift.

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For the Village of Oak Park

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For the Illinois Fraternal Order of Police  
Labor Council representing the Fraternal  
Order of Police Oak Park Lodge No. 8

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Date

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Date