

MEMORANDUM OF UNDERSTANDING
2022 PATROL OFFICERS 10 HOUR SHIFTS

THIS MEMORANDUM OF UNDERSTANDING (MOU) entered into as of this day of November __, 2022 by the Village of Oak Park (Village) and the Illinois Fraternal Order of Police 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; and

WHEREAS, the Union and the Village are parties to a collective bargaining agreement (CBA) with a current term of January 1, 2018 through December 31, 2020, and are currently negotiating a successor agreement; and

WHEREAS, the parties wish to have a written understanding to continue for another one-year pilot program for a 10-hour shift schedule for officers assigned to patrol; and

WHEREAS, the parties wish to have a written understanding on how such a 10-hour shift schedule will operate and on how particular provisions of the collective bargaining agreement will be applied during the period for the assigned 10-hour shifts; and

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

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.

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 one-year pilot program and this MOU will be from January 2, 2022 - January 1, 2023. Neither party will be under any obligation to maintain the pilot 10-hour shift schedule beyond January 1, 2023. The parties agree that they will meet no later than September 17, 2022 to determine whether to continue the pilot program beyond January 1, 2023. Nothing in the MOU will bind the parties or create a status quo as to any 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.
3. **Work Day and Work Period.** The work schedule for officers assigned to patrol shall consist of shifts of ten (10) consecutive hours each. Ten (10) consecutive hours of work shall constitute a normal workday, and twenty-eight (28) day tour of duty shall constitute the normal police work period. Each work week (Sunday through Saturday) will consist of four 10-hour days on a 7 week (or 49 day) reoccurring duty cycle. The duty cycle schedule will follow the 2022 Chicago Police Department (CDP) Operations Calendar (Appendix A).

The Chief will request for volunteers to work a permanent Night Shift and Officers assigned to the Day and Afternoon Shift will rotate every two police work periods. In the event the Chief is unable to obtain enough volunteers for the Night Shift, the Chief may choose at his discretion to fill the remaining manpower vacancies by reverse seniority. In addition, if the Chief is unable to obtain enough volunteers at the Sergeant and Lieutenant ranks or if the Chief determines the shift does not have adequate diversity, the Chief will not schedule a permanent Night Shift for Patrol. If there is no permanent Night Shift all shifts will rotate every two police work periods in a forward direction (e.g. Day Shift to Afternoon Shift, Afternoon Shift to Night Shift, and Night Shift to Day Shift). Refer to Appendix B for the "Day of Rotation per Day-Off Group" schedule for 2022. 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.

Probationary Police Officers (PPOs) hired during this calendar year will be assigned to a schedule by the Administration.

Shift Start Times for officers assigned to patrol are expected to be:

Day Shift:	06:00-16:00 hours (early car) 07:00-17:00 hours (late car)
Afternoon Shift:	13:00-23:00 hours (one start time)
Night Shift:	20:00-06:00 hours (early car)

21:00-07:00 hours (late car)

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 2022 on a trial basis with the duration and terms to be determined by the Police Chief.

4. **Basis for Calculating Overtime for all Hours Worked in Excess of Ten (10) 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 ten (10) hours in a work day or in excess of (80) hours in a fourteen (14) day pay period. All overtime in a workday, except in an emergency, must have prior approval of the employee's immediate supervisor. Prior approval is not needed for unanticipated overtime of less than 30 minutes. 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 time off.

For Officers not assigned to a ten hour day, the provisions of the CBA shall remain in effect for calculating overtime.

5. **Vacation.** There will be no change to the existing vacations or the applicable provisions of the CBA. It is understood that a one vacation pick consisting of (7) seven days will result in a deduction of 56 accrued vacation hours.
6. **Discipline.** All suspension days will be eight (8) hours in length. The officers assigned to patrol may use compensatory time to make up the remainder of the 10-hour shifts.
7. **Lunches and Breaks.** Officers assigned to patrol working a 10-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.

8. **Sick Leave.** Officers assigned to patrol working a 10-hour shift shall have ten (10) hours of sick leave deducted for each whole workday they miss.
9. **Holidays.** Holidays ("H-Day") will remain 8-hours long. Therefore for the purposes of this MOU, the thirteen (13) contractual H-Days will be converted to 104 hours. Therefore 104 H-Day hours equals ten (10) H-Days, with four (4) H-Day hours remaining. Officers will be permitted to use the remaining four (4) holiday hours in a single block at their discretion and subject to approval. The Officers may, at their discretion and subject to approval, use six hours of compensatory time to the four holiday hours.
10. **FTO Pay.** The Field Training Program shall generally consist of a 10-hour shift unless otherwise assigned by the Chief. Officers assigned to patrol working as FTO on a shift shall receive an additional 1.25 hours of pay for each 10-hour shift at their overtime rate. If the shift is less than 10-hours the amount shall be prorated accordingly.
11. **Death in the Family.**—There will be no change to the existing Funeral Leave or the applicable provisions of the CBA.
12. **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.

13. **Types of Call-Back.** When it is necessary to call back Officers the following procedures shall apply:

- A. An anticipated call-back is a ten-hour (10) shift vacancy or a six-hour (6) time period vacancy within a 10-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 ten-hour (10) 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.

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: The call-back procedure in the CBA will be followed.

14. **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 10-hour shift.

For the Village of Oak Park

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

Date

Date