

MEMORANDUM OF UNDERSTANDING
2022 LIEUTENANTS AND SERGEANTS 10 HOUR SHIFT

THIS MEMORANDUM OF UNDERSTANDING (MOU) entered into as of this ____ day of November, 2021, by the Village of Oak Park (Village) and the Illinois Fraternal Order of Police and the Oak Park Police Lieutenants and Sergeants Association (Union).

WHEREAS, the Union is the sole and exclusive collective bargaining representative for sergeants and lieutenants 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, 2020 through December 31, 2022; and

WHEREAS, the parties wish to have a written understanding to continue with another one- year pilot program for a 10-hour shift schedule; 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 effected 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 Lieutenants and Sergeants assigned to patrol shall consist of shifts of ten (10) consecutive hours each. Lieutenants and Sergeants assigned to patrol will work 8 days during a fourteen (14) day cycle. Starting and quitting times for each shift shall be established by the Department. 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 Lieutenants and Sergeants 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 establish a permanent Night Shift with the Patrol Officers or if the Chief determines the Lieutenants and Sergeants Night Shift does not have adequate diversity, the Chief will not schedule a permanent Night Shift for Lieutenants and Sergeants. 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.

For the one year duration of this MOU only, Shift Start Times for officers assigned to patrol are expected to be:

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

The work schedule for Sergeants and Lieutenants NOT assigned to patrol shall remain on shifts of eight (8) consecutive hours each.

The Sergeants 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 must have prior approval of the employee's immediate supervisor. For purposes of this MOU, hours worked shall include all hours considered overtime under the CBA.

For Lieutenants and Sergeants 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 Lieutenants and Sergeants assigned to patrol may use compensatory time to make up the remainder of the 10-hour shifts.
7. **Lunches and Breaks.** Lieutenants and Sergeants 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.** Lieutenants and Sergeants assigned to a 10-hour shift shall have ten (10) hours of sick leave deducted for each whole workday they miss. This provision will be prorated accordingly where less than a whole workday is missed.
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 (1) H-Days, with four (4) H-Day hours remaining. The Lieutenant and Sergeant will be permitted to use the remaining four (4) holiday hours in a single block at their discretion and subject to approval. In addition, the Lieutenant and Sergeant 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. Lieutenants and Sergeants working as FTO supervisors 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. **Watch Commander Pay.** Sergeants and Lieutenants working 10 hours shifts as Watch Commanders shall receive an additional 1.75 hours of pay at their overtime rate. However, the additional 1.75 hours will be pro-rated based on actual time served as Watch Commander during the course of that shift. Sergeants and Lieutenants working as Watch Commander for eight (8) hour shifts shall be compensated according to the current CBA.
12. **Death in the Family.** There will be no change to the existing Funeral Leave or the applicable provisions of 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.

This is the complete understanding between the parties regarding the implementation of a pilot 10-hour shift.

For the Village of Oak Park

For Illinois Fraternal Order of Police and the
Oak Park Police Lieutenants and Sergeants
Association

Date

Date