

**MEMORANDUM OF UNDERSTANDING BETWEEN WESTERN
ILLINOIS UNIVERSITY AND THE ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL LODGE 169.**

Western Illinois University and the Illinois Fraternal Order of Police Lodge 169 agree to an experimental alternative work schedule for members assigned to the patrol division (including Telecommunicators) which shall be implemented on the first full pay period after July 1, 2020 and ending the last full pay period before June 30, 2021. The trial period may be extended only with the approval of both parties.

Either party may terminate this Memorandum of Understanding with a minimum sixty (60) days written notice to the other prior to June 30, 2021. If either party does not submit a written notice of termination of this Memorandum of Understanding, the experimental alternative twelve (12) hour shift work schedule shall become permanent. The parties agree that after the permanent implementation of the experimental alternative work schedule, the parties may need to make adjustments that are for the benefit of both parties. If changes are made, they will be set forth in writing and acknowledged by the parties.

The parties further agree, if such termination notice is provided, a transition back to the previous work schedule will be completed as soon as practical. All affected Sections or Articles of the Collective Bargaining Agreement that were changed or modified with this Memorandum of Understanding will immediately return to the previous terms and conditions prior to the implementation of the twelve (12) hour schedule. Upon returning to the previous work schedule, there shall be a shift bid to determine members placement on shifts. Furthermore, if such termination notice is provided, the Union reserves the right to reopen negotiations for wages retroactive to July 1, 2020.

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 1 - Work Day and Work Period

The work schedule for members assigned to the patrol division (including Corporals, Officers and Telecommunicators) shall consist of two (2) shifts of twelve (12) consecutive hours (0700-1900 and 1900-0700 hours). Twelve (12) consecutive hours of work shall constitute a normal workday, and a fourteen (14) day / eighty-four (84) hour tour of duty shall constitute a normal work period.

Members assigned to the patrol division will work seven (7) days out of a fourteen (14) day repeating schedule as follows:

- (A) Days 1 and Nights 1: Monday and Tuesday on; Wednesday and Thursday off; Friday, Saturday and Sunday on; Monday and Tuesday off; Wednesday and Thursday on; Friday, Saturday and Sunday off.

(B) Days 2 and Nights 2: Monday and Tuesday off; Wednesday and Thursday on; Friday, Saturday and Sunday off; Monday and Tuesday on; Wednesday and Thursday off; Friday, Saturday and Sunday on.

No employee shall work more than eighteen (18) hours in any twenty-four (24) hour period. The twenty-four (24) hour period shall be calculated from the beginning of the employee's next shift. In no event will an employee be forced to accept an overtime assignment unless that employee has had six (6) consecutive hours off immediately prior to the start time for the shift.

The work week for payroll purposes shall commence at 12:00 a.m. each Monday and end after 11:59 p.m. each Sunday. The provisions of this section may be modified by mutual agreement of the Employer and the employee.

When time spent attending training would result in an employee being in pay status for less than twelve (12) hours for the day, the employee shall be allowed to return to work or use accrued leave (vacation or compensatory time) for the period necessary to account for twelve (12) hours in pay status for the day. This paragraph does not pertain to training situations when an employee is being paid on an overtime basis.

Section 2 - Lunch and Break Periods

Each twelve (12) hour shift shall allow for and include a paid one-half (1/2) hour lunch period and two (2) breaks which shall be granted at the discretion of the immediate supervisor, except when attending training. Employees, while at lunch, remain on-call and subject to performing any and all duties as the work may require. Any employee who is required to perform duties during their lunch period shall be allowed to complete the lunch period when time so permits. When attending training, paid lunch periods shall be limited to one-half (1/2) hour per day and extended breaks shall be without pay.

Section 3 - Shift Bids

Non-probationary employees shall be permitted to bid by classification and seniority shifts and days off as previously determined by the department head or designee. Bids will occur two (2) times each calendar year and shall be completed and new schedule posted no later than thirty (30) calendar days prior to the effective dates. Effective dates shall be the first full pay periods after January 1 and July 1 unless otherwise mutually agreed between the Union and the Employer (via email is satisfactory).

The employer agrees to limit the number of "asterisks shifts" on the shift bid to one (1) per shift.

Bid intervals for shifts and days off along with the timeframe for completion and new schedule posting may be altered by mutual agreement of the employer and bargaining unit.

Section 6 - Overtime

All hours worked in excess of twelve (12) hours in the work day or eighty-four (84) hours in the work period shall be overtime and compensation for such hours shall be at a rate of one and one-half (1 1/2) times the basic hourly rate. Overtime payment computation will be based on completed work in six (6) minute segments rounding to the next highest segment.

Employees required to work on their second scheduled day off within the work period shall be paid at two (2) times their hourly rate. This shall not apply when employees are off on their regularly scheduled three (3) day weekend.

The provisions of the above paragraph, relative to employees receiving two (2) times their hourly rate, shall not apply to hours and/or overtime worked as a result of a grant and/or special funding source that does not provide for this overtime rate. In such cases, overtime shall be paid at one and one-half times the basic hourly rate. Additionally, separate hours and/or overtime list(s) shall be established for each grant and/or special funding source.

ARTICLE XIII - BENEFITS

Section 3 - Leave of Absence

Leaves of absence with pay may be granted to the extent that there is not interference with Employer operations, to employees who are elected, delegated or appointed to attend conventions or educational conferences of the Council. Any request for such leave shall be submitted in writing at least thirty (30) days in advance of the requested leave by the Council to the employee's Department Head or designee and shall be answered in writing, no later than seven (7) calendar days following receipt of the request. This provision shall provide for not more than two (2) people at a time and shall not exceed forty-eight (48) cumulative hours per fiscal year.

Section 4 - Holidays

- A. All employees covered by this agreement shall observe the holidays as designated by the Employer except for the Telecommunicators and Police Officers/ Corporals assigned to patrol who shall observe July 4 as their Independence Day holiday; and December 24, 25, 31, and January 1 as their designated Christmas and New Year's Holidays.
- B. In the event a holiday occurs on an employees' scheduled day off, the employee may elect one (1) of the following options:
 1. Eight (8) hours additional pay or
 2. Eight (8) hours straight compensatory time

- C. In the event the Employer provides excused time with pay to University employees between December 23 and January 2, the employer agrees to provide the same excused time with pay to employees covered by the terms of this Agreement. Employees agree to use the excused time with pay between December 26 and March 31st.
- D. Any employee required to work on a holiday as specified in "A" above will receive time and one-half (1 1/2) for all hours worked up to a maximum of eight (8) hours on a holiday in addition to their straight time pay for the holiday.
- E. Non-probationary employees may exercise seniority on their regularly assigned shift for the purpose of determining who will work the holiday when staffing levels dictate one or more individuals will receive premium holiday pay for working the day. In the event an employee is forced off on their regularly assigned shift which falls on a holiday, the employee shall be compensated for twelve (12) hours of pay.
- F. In the event that an employee wishing the Holiday off would place his/her shift in a below minimum staff status, the following procedure will be used to attempt to find a replacement. The overtime procedure will be used in the following exceptions:
 - 1. The replacement opportunity will initially be offered to employees in the same classification.
 - 2. A Police Telecommunicator may voluntarily serve as a replacement for a Police Officer or Police Corporal if there is not a Police Telecommunicator working the shift.
 - 3. A Police Officer may voluntarily serve as a replacement for a Police Telecommunicator or Police Corporal if there is already a supervisor working the shift.
 - 4. A Police Corporal may voluntarily serve as a replacement for a Police Sergeant or Police Officer.
 - 5. A Police Sergeant may voluntarily serve as a replacement for a Police Corporal.
 - 6. The replacement employee shall not receive double time if the Holiday is on the employee's second day off.

In the event that no other employee wishes to replace said employee his/her request will be denied. If two (2) or more employees from the same classification and from the same shift request the Holiday off and only one (1) replacement can be found, the most senior employee shall be granted the time off. This subsection (F) shall not apply when filling overtime on a Holiday due to an employee calling in sick.

ADDENDUM B – OVERTIME PROCEDURE

I. Purpose

- A. To establish procedures for assigning overtime to telecommunicators, officers, and supervisors.
- B. To establish a reporting procedure and chart for recording overtime in conjunction with the Overtime Call-Up Procedure.
- C. To acquaint all telecommunicators, officers, and supervisors of this Department with these procedures, the recording chart, and require their use as directed.
- D. To hold all telecommunicators, officers, and supervisors responsible for the provisions of this order, and make these procedures mandatory.

II. Definitions

- A. Overtime Any time authorized to be worked in excess of twelve (12) regular pay hours a day, or eighty-four (84) regular pay hours per work period. Departmental operational needs will determine when overtime will be offered.
- B. Overtime Chart
 1. Chart: The chart is the written record of overtime worked by employees. A computer program may be used in conjunction with the chart. The definitions for the codes used on the chart are listed below.
 2. Refused: Overtime is available and the employee declines to work same (i.e. does not answer phone call, does not sign up for posted overtime, or verbally declines).
 3. Charged: The overtime an employee accepts according to this procedure.
 4. Work: Employee assigned as a regular scheduled duty period. .
 5. Vacation: Employees on vacation, compensatory time, trade days or release time are eligible to work overtime, only during hours outside their regular scheduled shift. Employees will not be charged for refusal of overtime offered while on vacation, nor will they be charged a refusal for hours offered on days off, if the days off are immediately preceded or followed by a full shift of vacation, compensatory time, trade day or release time. Any employee may be ordered in to work under a state of emergency.
 6. Sick: An employee is not available to work said overtime because of illness and he/she has fulfilled the departmental requirements for qualifying for same.

7. Military Obligation: Employee on military leave and unable to work overtime.
8. Training: Employee is attending training and is unable to work overtime.
9. Not Called: Overtime accepted before employee is called and no attempt made to contact employee.
10. Eligible Employee: Those employees who have successfully completed all recruit/new employee training requirements of the Department, except those police officers on light duty or specialized assignment.
11. Offer: The actual shift, month and day overtime that is available to be worked, as distinguished from the date the overtime was assigned.
12. Light Duty: An officer placed in a status due to a documented medical condition which would alter the officer's status as a full law-enforcement officer.
13. Specialized Assignment: Assignment to duties functionally different from patrol operations for an extended period of time.
14. Not Eligible: The employee is not eligible to work the overtime (i.e., the overtime would require the employee to work too many hours).
15. Not Available: The employee is not available to work the overtime due to other authorized absence (i.e., funeral leave, jury duty, etc.).

III. Scope

This order shall affect all telecommunicators, officers, and supervisors of the Department.

IV. Procedure

- A. The following procedure shall be utilized by the Department in filling overtime which is more than four (4) hours. All other overtime four (4) hours or less may be filled in any manner deemed necessary. Employees shall not be moved on the overtime chart for four (4) hours or less but shall be moved on the special detail list regardless of hours worked.
 1. Four (4) overtime Charts will be prepared of eligible employees for the classifications of Supervisor (Sergeant and Corporal), Police Officer, Special Detail (Corporal and Officer) and Telecommunicator. All charts shall list the employee's names and phone numbers.
 2. The Flow Chart (Figure A) shall be used when filling a regular bid shift position.

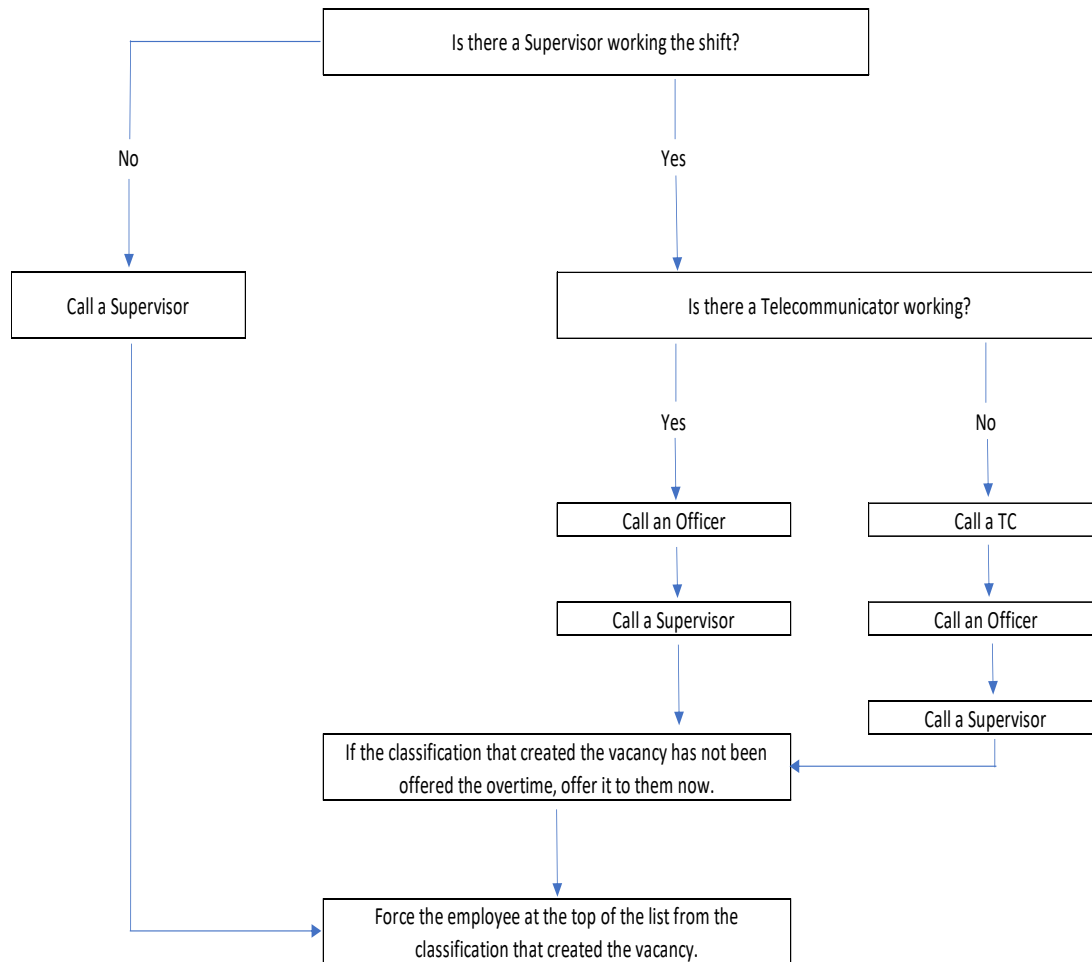
3. Each time it is necessary for an employee to be called in for overtime, the Overtime Chart shall be consulted, and contact will be made with the employee who is at the top of the respective list. The employee filling the overtime will continue down the list until an employee accepts the overtime. If no employee can be found, the employee who is at the top of the list will be forced in.
4. When overtime is available, the shift the overtime is to be worked will be indicated in the space titled "Shift Overtime Available" and the date the overtime is available will be entered in the space titled "Date Overtime Available".
5. In the new column move the employees who refuse or accept the overtime to the bottom of the list in the order that the overtime is offered. All other employees will remain at the top of the list in the same order. The "Charge Code" will be entered in the upper right triangle, next to the name of the employee on the original list.
6. At the bottom of the Overtime Chart, the time the overtime was actually filled will be indicated in the "Time Overtime Assigned" space, the date the overtime was filled will be indicated in the "Date Overtime Assigned" space, and initialed in the space provided.
7. When overtime is offered, in the space provided on the chart, the following Charge Codes will be entered.

R	-	Refused
C	-	Charged
W	-	Work
V	-	Vacation
S	-	Sick
UTL	-	Unable to locate
NC	-	Not called
MO	-	Military obligations
T	-	Training
NE	-	Not eligible
NA	-	Not available

8. It will be the responsibility of the Director/Designee to keep the Overtime Chart correctly posted (i.e. updated).
9. An employee who is sick or on vacation for the day in question shall not be ordered in unless an employee on vacation for the day in question is needed on campus during a state of emergency.
10. Employees who are new or have a change in classification will be added at the bottom of the applicable list.
11. The procedure for returning eligible names to the list, who have been out of the workplace for thirty (30) consecutive calendar days or longer for any reason, will start the employee at the bottom of the classification's list.
12. Special details will be assigned in the same manner except recorded on the special detail list.

- B. Holiday premium pay for working a regular assigned shift on a University paid holiday will not be considered overtime and not recorded on the chart. Holiday coverage which requires an employee to work other than his/her regular assigned shift will be considered overtime and this procedure will be used when assigning those hours.
- C. Exception to this overtime procedure is when circumstances arise, under which, utilizing the Overtime Chart is unfavorable and ill- advised (e.g. unscheduled court attendance). In such cases, the Shift Supervisor has the responsibility of filling said position without delay and may schedule an employee in the building with the approval of the Staff Duty Officer. Additionally, the department head or designee may assign police sergeant (s) and/or higher-ranking supervisory personnel to supervise special events or activities which, in the opinion of the department head or designee, requires experienced judgement and supervisory skills.
- D. Day, Evening & Night Shifts
 - 1. As long as there are two (2) uniformed police officers on duty with an employee to work telecommunications, overtime is not necessary.
 - a. One of the police officers must be a Police Sergeant, Police Corporal, or supervisor of higher rank.
 - b. The employee in telecommunications must be a civil service dispatcher, or a police officer (including Police Corporals & Police Sergeants).
 - 2. The supervisor of the shift receiving notice that an employee scheduled for a shift will be absent will:
 - a. Consult the work schedule to see if with the reported absence the staffing level will fall below that listed above.
 - b. Once the staffing level is found to fall below the minimum staffing level, then the supervisor of the shift will follow the overtime procedures herein, with the following exceptions:
 - i) If all the employees in the classification creating the need for overtime refused or cannot be contacted, go to the next classification that can function in the role of the employee creating the overtime need. Police Officers can function as Telecommunicators or Police Corporals, if the Corporal was not to be in charge of the shift. Police Corporals can function as Police Sergeants or as Police Officers, Police Sergeants can function as Police Corporals, if the Corporal was to be in charge of the shift.
 - ii) If everyone contacted declines the overtime then the employee at the top of the list, in the classification creating the need for the overtime, will be ordered in to work the overtime.

Figure A



We hereby state that the foregoing instrument consisting of pages numbered one (1) to nine (9) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Dated this _____ day of _____, 2020

Western Illinois University

Illinois Fraternal Order
Of Police Labor Council

Dr. Martin Abraham
Interim President

Jerry Allen
Bargaining Unit Member

Amelia Hartnett
Director of Human Resources

Adam Becker
Bargaining Unit Member

Michelle Foster
Assistant Director of Human Resources

Brant Bonifas
Bargaining Unit Member

Matt Seaver
Bargaining Unit Member

Tracy Slater
Bargaining Unit Member

Jay Titus
Illinois FOP Labor Council