

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the City of Harvard (“City”), and the Illinois Fraternal Order of Police Labor Council (“Labor Council”) on behalf of the full-time Employees in the classification of commissioned police officers below the rank of Lieutenant, who are parties to a Collective Bargaining Agreement (“CBA”) which “CBA” has been filed with the Illinois Labor Relations Board, State Panel. The Illinois Labor Relations Board-State Panel has certified the Illinois Fraternal Order of Police Labor Council as the exclusive bargaining representative for all full-time Employees in the classification of commissioned police officers below the rank of Lieutenant employed by the Employer in Case No. S-VR-41.

WHEREAS the parties have conferred regarding certain modifications of the terms and conditions set forth in the existing “CBA” (May 1, 2020, through April 30, 2023) relative to the work shifts for full-time commissioned police officers below the rank of Lieutenant; and

WHEREAS the parties have agreed to move to a twelve (12) hour and ten (10) minute work shift schedule for full-time commissioned police officers below the rank of Lieutenant, as set forth herein, through the remainder of the term of the “CBA” 05-01-20—04-30-23.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. **Section 12.3** of the “CBA” is modified to read in its entirety:

During October of each calendar year, the City shall continue to utilize the current shift preference system, by seniority in rank, of allowing a first and second shift preference designation by the patrol officers and sergeants, for the upcoming calendar year. Once the shift preference system has been completed, the Chief of Police, or his designee, at his discretion, shall make the available shift assignments. In the event that it becomes necessary to alter this process, the City agrees to meet with the F.O.P. Labor Council to discuss possible alternatives. Furthermore, once shifts have been assigned for the following calendar year, any changes shall not be made in an arbitrary or capricious manner.

Due to any change or transition of scheduled shifts or hours of work, by the City, of an employee, such change shall not result in a reduction of hours or loss of pay to said employee.

The normal schedule shall be twelve (12) hours and ten (10) minutes of consecutive hours, including a paid meal period of thirty (30) minutes and an additional fifteen (15) minute paid break. The ten (10) minutes per day of the twelve (12) hour and ten (10) minute shift shall be divided in increments as follows: five (5) minutes prior to the employee’s shift and five (5) minutes after the employee’s shift respectively, for the exchange of information with the change of shifts.

2. **Section 12.7** of the “CBA” is modified to read in its entirety:

An employee shall be paid one and one-half (1-1/2) times his regular rate of pay for all work performed in excess of twelve (12) hours and ten (10) minutes per day and his normally scheduled hours, whichever is greater, but in no case both, and two (2) times his regular rate of pay for all work performed in excess of sixteen (16) hours and ten (10) minutes of consecutive hours of work on any work day or work schedule. The City will not change the employee's regularly-scheduled days off or duty hours for the sole purpose of avoiding the payment of overtime. Hours taken as paid days off for the purposes of this section shall be considered hours worked. Hours or days taken as sick leave shall not be considered as hours worked for the purpose of this section.

3. **Section 12.10** of the “CBA” is modified to read in its entirety

Any employee assigned as an Officer in Charge (OIC) for all, or any part of the shift, shall be compensated for acting in that capacity at the rate of the two dollars (\$2.00) per hour of pay added to the employee's straight time hourly rate, for each hour, or portion of an hour, working in that capacity. To be considered as an officer in charge, an employee must have been a police officer for the City of Harvard for at least three (3) years.

4. **Section 16.2** of the “CBA” is modified to read in its entirety:

The monthly accrual shall occur for any month in which an employee is paid for at least one hundred-twenty (120) straight time hours. Any employee shall accrue paid days off in accord with the following seniority-based schedule:

<u>SENIORITY ACCRUAL</u>	<u>ANNIVERSARY DATE</u>	<u>MONTHLY ACCRUAL</u>
0 - 1 years	32 hours	8 hours per month
2 - 4 years	32 hours	12 hours per month
5 - 9 years	64 hours	12 hours per month
10 - 14 years	64 hours	14 hours per month
15 - 19 years	80 hours	16 hours per month
20 years and over	96 hours	18 hours per month

5. **Section 16.3** of the “CBA” is modified to read in its entirety:

Employees may accrue up to a maximum of four hundred eight (408) paid hours off, the accrued paid days off shall be carried over from year to year. Paid days off in excess of the maximum amount would be paid out to the employee by the Employer. Employees can cash in up to a maximum of eighty (80) paid hours off per pay period, upon two weeks' notice to the Employer.

6. **Section 16.4** of the “CBA” is modified to read in its entirety:

During October of each year, employees shall have the right to schedule paid days off during the following calendar year, on a seniority basis. Thereafter, paid days off shall be requested at least twenty-four (24) hours in advance, except in cases of extreme personal emergency. An employee's schedule of paid days off must be preapproved by the Chief of Police and once approved, shall not be subject to change based upon greater seniority. Paid days off shall not be denied because said approval would result in the payment of

"coverage" overtime to another employee. Except in a state of declared emergency, up to a maximum of two (2) bargaining unit officers (excluding detectives, School Resource Officer (S.R.O.) (Who shall be placed on a (8.5) hour Kelly Schedule" when school is no longer in session for the year), and task force, who shall be on their own schedules, due to the nature of their assignments) can use a paid day off on the same workday, with the following restrictions: (1) No more than one (1) Sworn Officer can use a paid day off on the same shift, and (2) no more than two (2) Sworn Officers can use a paid day off on the same workday (excluding Detectives, School Resource Officers, Task Force Officers, and Cover Car Officers.) Detectives, School Resource Officers, Task Force Officers, and Cover Car Officers are on the same PDO rotation based on seniority. No more than one (1) Detective, School Resource Officer, Task Force Officer, or Cover Car Officer can use a paid day off on that same shift.

7. **Section 17.2** of the "CBA" is modified to read in its entirety:

All employees shall be eligible for paid sick hours which shall enable said employees to receive pay during unavoidable absences from work due to sickness or accident. Said sick hours shall accrue at the rate of eight (8) hours for each month of employment to a maximum accumulation of one thousand two hundred eighty (1280) hours.

(A) Permitted Uses. Accrued sick leave may be taken by an employee who is unable to work any portion of his scheduled workday when one or more of the following conditions exists:

(1) Injury or illness of himself or a member of his immediate family, defined to include husband, wife, or children. In addition, based on the Illinois Employee Sick Leave Act (Public Act 99-0841), employees may use accumulated sick leave for absences due to illness, injury and medical appointments for the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary.

(2) Required medical, mental health, and/or dental care.

(B) Sick Leave Eligibility. To be eligible for compensation while on sick leave, the employee shall notify his immediate supervisor, prior to his scheduled starting time, of his inability to report for work. A medical doctor's written verification shall be required by an employee under the following circumstances:

(1) The period of absence exceeds three (3) consecutive working days, except for sick leave hours utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841).

(2) The employee has engaged in a pattern of frequent or habitual absences resulting in the City notifying said employee that a doctor's verification shall be required in all future absences, except for leave hours utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841).

(C) Sick Leave Compensation. An eligible employee shall receive sick leave compensation beginning with the first day said employee is absent from work due to injury or illness. Employees who utilize in excess of three (3) sick leave days in a row, shall provide a doctor's note for the absence in order to be compensated for the sick hours used, except for sick leave hours utilized pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841). An eligible employee receiving sick leave benefits shall be paid the equivalent of straight-time earnings as sick leave compensation. Sick leave compensation shall be paid in no less than one (1) hour increments.

(D) Illness or Injury During Paid Vacation Leave. An eligible employee shall be entitled to use accrued sick leave during any period of incapacitation by reason of injury or illness while on paid time off in lieu of receiving pay as provided in Article XVI Paid Days Off; provided, however, that any employee electing to receive sick pay compensation under this provision must support such election by a medical doctor's written verification of the incapacitating injury or illness.

(E) Sick Leave Conversion.

(1) Upon separation, if an employee leaves service in good standing after fifteen (15) years, but less than twenty (20) years of service with the City, said employee shall have the opportunity to convert accumulated sick leave into severance pay at the rate of thirty-two (32) sick leave hours to eight (8) hours of compensation at his current straight-time rate of pay, up to a maximum of nine hundred sixty (960) hours sick pay converting to a maximum of two hundred forty (240) hours of severance pay. After twenty (20) years of service with the City, said employee shall have the opportunity to convert accumulated sick leave into severance pay at the rate of sixteen (16) hours to eight (8) hours of compensation at his current straight-time rate of pay, up to a maximum of nine hundred sixty (960) hours sick pay converting to a maximum of four hundred eighty (480) hours of severance pay.

(1) On an annual basis, an eligible employee with a minimum of six hundred seventy-two (672) hours of accrued sick leave, and who did not, in the previous calendar year, utilize more than twenty-four (24) hours of sick leave, shall have the option to convert up to a maximum of one-half (1/2) of the sick leave accrued during the prior calendar year, over and above the aforementioned six hundred seventy-two (672) hours, for compensation, per calendar year (January 1 Through December 31). This compensation shall be at the employee's current straight-time hourly rate as of the date of conversion. The remainder of accrued sick leave shall remain deposited in the employee's sick leave bank. This offer shall be made available January 1st of each year, and the election shall be made on or before January 31st of each year, and the compensation, if any, shall be paid within twenty-one (21) days after the election.

8. **Section 19.1** of the "CBA" is modified to read in its entirety:

On an employee's one (1) year anniversary date of employment, such employee shall receive a clothing allowance reimbursement of Nine Hundred Dollars (\$900).

9. All other terms of the "CBA" 05-01-20—04-30-23 shall remain in full force and effect.

10. The parties intend that claimed failures to abide by the terms of this Memorandum of Understanding may be addressed through the Grievance Procedure set forth in the "CBA".

11. The parties agree and understand that the provisions contained within this Memorandum of Understanding, and amendments to the "CBA", are agreed to for the implementation of a twelve (12) hour and ten (10) minute shift schedule and that they shall not be deemed a "past practice" nor be deemed to bind either party from asserting a different position, or reverting to the original contract language, upon expiration of this Memorandum of Understanding or in any future negotiation of a successor collective bargaining agreement "CBA".

12. The parties agree that this Memorandum of Understanding shall be effective March __, 2022 and shall expire at 23.59 hours (11:59 p.m.) on April 30, 2023. or until such time as the approval of a successor Agreement is attained by the Parties.

13. The Articles and Sections that have been altered per the Memorandum of Understanding addressing the twelve (12) hour shifts are as follows:

Article XII Hours of Work and Overtime

- Section 12.3
- Section 12.7
- Section 12.10

Article XVI Paid Days Off

- Section 16.2
- Section 16.3
- Section 16.4

Article XVII Insurance


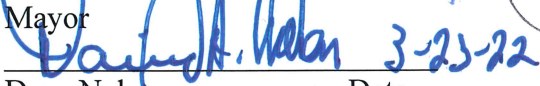
- Section 17.2


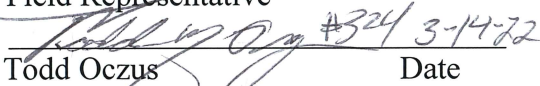
Article XIX Clothing Allowance

- Section 19.1

For: City of Harvard:

For: Illinois Fraternal Order of Police, Labor Council


Michael P. Kelly Date 3/23/2022
Mayor

Dave Nelson Date 3-23-22
City Administrator


Russell Vogt Date 03/07/2022
Field Representative

Todd Oczus Date #324 3-14-22
Unit Steward Lodge #134

Lori Moller 3/23/22
Lori Moller Date
City Clerk

City Seal:

Trent Tobias #228 03/19/2022
Trent Tobias Date
Unit Steward Lodge #134

Eric See #390 03/14/2022
Eric See Date
Unit Steward Lodge #134