MEMORANDUM OF UNDERSTANDING

Effective upon execution of this Memorandum of Understanding, the Board of Trustees for Western Illinois University and the Illinois Fraternal Order of Police Labor Council (169) agree to amend the parties current Memorandum of Understanding implemented after July 1, 2020 and ending the last full pay period before June 30, 2021 through and continuing between the parties. All current provisions other than as stated below shall remain as stated in the Memorandum of Understanding. The parties agree to the following:

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 1 - Work Day and Work Period

1. Patrol Division
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.

Employees shall not have their regularly scheduled shifts changed or adjusted, either by delaying the normal starting time or by ordering an early quitting time (including the elimination of regularly scheduled workdays) except by mutual agreement.
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.

2. Discritionary Positions
The work schedule for members assigned to discretionary positions shall consist of five (5) consecutive workdays (Monday through Friday) followed by two consecutive days off (Saturday and Sunday). Eight and one half (8.5) or eight (8) consecutive hours of work shall constitute a normal workday. Forty-two (42) hours shall constitute a normal work week, and a fourteen (14) day / eighty-four (84) hour tour of duty shall constitute a normal work period.

Members assigned to discretionary positions will work the following repeating schedule as follows:

Monday through Thursday Eight and one half (8.5) hours
Friday Eight (8) hours

Employees shall not have their regularly scheduled shifts changed or adjusted, either by delaying the normal starting time or by ordering an early quitting time (including the elimination of regularly scheduled workdays) except by mutual agreement.

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 the hours they would be normally scheduled for that 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 the total hours in the regularly scheduled pay status for that 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 shift shall allow for and include a paid one-half (½) 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 (½) hour per day and extended breaks shall be without pay.

Section 6 - Overtime
All hours worked in excess of a regularly scheduled workday or eighty-four (84) hours in the work period as defined in Section 1 of this Article shall be overtime and compensation for such hours shall be at a rate of one and one-half (1 ½) 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 Patrol Division 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.

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 the Patrol Division 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 a patrol 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. Patrol employees agree to use the excused time with pay between December 26 and June 30th. Employees in discretionary positions are not required to report to work and will receive straight time pay for their regularly scheduled hours.

D. Any employee required to work on a holiday as specified in “A” above will receive time and one-half (1 ½) 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 (1) or more individuals will receive premium holiday pay for working the day. In the event an employee assigned to the Patrol Division is forced off on their regularly assigned shift which falls on a holiday, the employee shall be compensated for twelve (12) hours of pay. In the event an employee assigned to a Discretionary Position is forced off on their regularly assigned shift which falls on a holiday or administrative closure day, the employee shall be compensated for eight and one-half (8.5) or eight (8) hours of pay depending on their regularly scheduled hours.

F. If an employee assigned to the Patrol Division voluntarily chooses to take the day off on their regularly assigned shift which falls on a holiday, the employee must use four (4) hours of leave without pay or earned benefit time (vacation, compensatory time or release time) to get the day off.

G. 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 (G) shall not apply when filling overtime on a Holiday due to an employee calling in sick.
H. In the event that the Employer declares an Emergency Closure Day due to weather or extenuating circumstances, employees working in the Patrol Division are required to work their regularly scheduled hours during a closure. Any employee required to work on an Emergency Closure Day will receive time and one-half (1½) pay for all hours worked up to a maximum of eight (8) hours in addition to their straight time pay for the day. If an employee in the Patrol Division is unable to make it to work due to weather on an Emergency Closure Day, the employee must use four (4) hours of leave without pay or earned benefit time (vacation, compensatory time or release time) to get the day off. Those employees in a discretionary position are not required to report to work and will receive straight time pay for their regularly scheduled hours.

We hereby state that the foregoing instrument consisting of pages numbered one (1) to five (5) 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 ___________________________ 2021.

Western Illinois University

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