

**MEMORANDUM OF UNDERSTANDING
REGARDING OVERTIME**

THIS MEMORANDUM OF UNDERSTANDING (MOU) entered into as of this 6th day of February 2024, by the Village of Vernon Hills (Village) and the Illinois Fraternal Order of Police Labor Council (Union).

WHEREAS, the Union is the sole and exclusive collective bargaining representative for police officers employed by the Village; and

WHEREAS, the Union and the Village are parties to a collective bargaining agreement with a current term of May 1, 2022 through April 30, 2026 (CBA); and

WHEREAS, Section 9.13 of the CBA provides that the parties, upon mutual agreement, may implement new overtime procedures; and

WHEREAS, the City and the Union have met and agreed to modify certain provisions of the CBA with regard to overtime procedures, as further set forth in this Memorandum of Understanding.

NOW THEREFORE, in consideration of the mutual covenants and understanding herein, the parties do agree as follows:

1. **Section 9.7 Overtime Pay** of the CBA is hereby amended as follows:

Section 9.7 Overtime Pay

An employee shall be paid one and one-half (1 ½) times the employee's regular hourly rate of pay for all hours worked in excess of the employee's normal work day, as amended from time to time (including time worked in excess of eight (8) hours or twelve (12) hours because of changes back and forth from Standard Time to Daylight Savings Time) or in excess of eighty (80) hours in a fourteen (14) day work period. For purposes of calculating overtime, all compensable hours shall count as hours worked. Should an officer be forced to work an overtime assignment, which causes the officer to work more than sixteen (16) consecutive hours, the following arrangements shall apply. Beginning at the end of their overtime assignment, should the officer be scheduled to return to patrol in less than eight (8) hours, that officer will be granted additional paid time off before the beginning of their next shift, equal to the number of hours worked in excess of the sixteen (16) consecutive hour threshold. (For instance, an officer who began their shift at 0600 hrs and was forced to hold over until 2300 hrs. (seventeen (17) hours) would not be required to report for duty until 0700 hrs. the next day.) No benefit time shall be utilized for this additional paid time off. An officer who is forced to hold over in excess of sixteen (16) consecutive hours, but who is not scheduled to report for duty in less than eight (8) hours, would receive double time compensation for the time worked in excess of sixteen (16) consecutive hours.

2. Section 9.13 Overtime Work of the CBA is hereby amended as follows:

For purposes of this Section 9.13, court time shall not be considered overtime, either anticipated or unanticipated. Unanticipated Overtime shall be defined as overtime that becomes known less than five (5) days prior to its time of availability. Anticipated Overtime is that overtime that becomes known five (5) days or more prior to its availability.

If a shortage is created on a shift when a patrol officer or sergeant is scheduled for their eight (8) hour early day, such patrol officer or sergeant shall have the first choice to forego their four (4) hour early day and to accept four (4) hours of overtime, and such patrol officer's or sergeant's early day shall not be rescheduled at a later date. If such patrol officer or sergeant wishes to utilize their four (4) hours of time off, then the Department shall follow the Unanticipated Overtime procedures described in subsection A, below. If no patrol officer or sergeant accepts the overtime assignment under such circumstances, such patrol officer's or sergeant's early day shall be cancelled, such patrol officer or sergeant will be compensated with four (4) hours of overtime, and such patrol officer's or sergeant's early day shall not be rescheduled at a later date.

If two (2) patrol officers have the same early day scheduled, and a shortage has occurred on such shift, the bargaining unit member with the most rank seniority shall have the first right of refusal. If no patrol officer or sergeant accepts the overtime assignment under such circumstances, the junior of the two patrol officers shall have his/her early day cancelled, such patrol officer shall be compensated with four (4) hours of overtime, and such patrol officer's early day shall not be rescheduled at a later date.

If a patrol officer and a sergeant have the same early day scheduled, and a shortage has occurred on such shift, if the vacancy is caused by a patrol officer, and no patrol officer or sergeant accepts the overtime assignment under such circumstances, such patrol officer's early day shall be cancelled, as described above; but if the vacancy is caused by a sergeant, and no patrol officer or sergeant accepts the overtime assignment under such circumstances, such sergeant's early day shall be cancelled, as described above.

The parties agree to meet and discuss new procedures for overtime callouts, and upon mutual agreement may implement the new procedures.

In the event that the "early day" procedures are not implicated, the following procedures shall be utilized:

A. UNANTICIPATED OVERTIME KNOWN LESS THAN FOUR (4) HOURS PRIOR TO TIME OF OCCURRENCE

When the need to fill unanticipated overtime becomes known less than four (4) hours prior to its time of occurrence, said overtime shall be filled as follows:

1. Vacancy Created by a Patrol Officer:

Patrol officers on-duty shall be offered the overtime, based upon rank seniority. If no on-duty patrol officers wish to work the overtime, off-duty patrol officers shall be offered the overtime, via a text message sent simultaneously to all off-duty officers and sergeants being made to such off-duty officers and sergeants at the telephone number they have designated and which is on file with the Department. After the passing of thirty (30) minutes, beginning at the time the text notification was sent, the overtime will be awarded to an individual who signed up for the vacancy utilizing the current electronic scheduling system, based on seniority, with officers getting preference over sergeants.

If no patrol officer or sergeant accepts the overtime assignment, then the least senior patrol officer working shall be forced to work the overtime. For purposes of this Section, personnel assigned to Investigations or working a special detail shall not be forced to work the vacancy.

Notwithstanding the above, no officer shall be forced to work sixteen (16) or more consecutive hours on two consecutive days, absent emergency circumstances. In the event this situation occurs, the next least senior officer will be forced back, unless otherwise not eligible.

When filling a vacancy created by a patrol officer, no bargaining unit member shall work more than eighteen (18) consecutive hours under the circumstances illustrated above, absent emergency circumstances. In the event this restriction becomes operative, the least senior officer working on the oncoming shift will be forced, unless otherwise not eligible or available.

In the event the two (2) least senior officers from the same shift are required to work overtime in accordance with the provisions above, the officer with seniority shall have first choice as to which portion of the prescribed overtime they will work.

No bargaining unit member shall voluntarily work more than sixteen (16) consecutive hours, absent emergency circumstances.

2. Vacancy Created by a Sergeant:

If a supervisor is needed on-duty, then sergeants on-duty shall be offered the overtime, based upon rank seniority. If no on-duty sergeant accepts such overtime assignment, then all off-duty sergeants and Officers in Charge (OIC) shall be offered the overtime, via a text message sent simultaneously to all off-duty Sergeants and Officers in Charge at the telephone number they have designated and which is on file with the Department. After the passing of thirty (30) minutes, beginning at the time the text notification was sent, the overtime will be awarded to an individual who signed up for the vacancy utilizing the current electronic scheduling system, based on rank seniority, with Sergeants getting preference over OICs.

If no Sergeant or OIC accepts the overtime assignment, then the least senior sergeant working shall be forced to work the overtime. For purposes of this Section, personnel assigned to Investigations or working a special detail shall not be forced to work the vacancy.

working shall be forced to work the overtime, but if no sergeant is working, then the OIC in charge of that shift shall be forced to work the overtime. For purposes of this Section, personnel assigned to Investigations or working a special detail shall not be forced to work the vacancy.

Notwithstanding the above, no bargaining unit member shall be forced to work sixteen (16) or more consecutive hours on two consecutive days, absent emergency circumstances. In the event this situation occurs, the next least senior sergeant will be forced back, unless otherwise not eligible.

When filling a vacancy created by a sergeant, no bargaining unit member shall work more than eighteen (18) consecutive hours under the circumstances illustrated above, absent emergency circumstances. In the event this restriction becomes operative, the least senior sergeant working on the oncoming shift will be forced, unless otherwise not eligible.

For the purposes of this Section, trained Officers-In-Charge shall include all patrol officers trained to perform the duties of Officer In Charge, regardless whether they are identified as a designated shift Officer in Charge.

B. UNANTICIPATED OVERTIME KNOWN FOUR HOURS OR MORE PRIOR TO TIME OF OCCURANCE

When the need to fill unanticipated overtime becomes known four (4) hours or more prior to its time of occurrence, said overtime shall be filled as follows:

1. Vacancy Created by a Patrol Officer:

All patrol officers shall be offered the overtime assignment, based upon seniority. If no patrol officer accepts the overtime assignment, all sergeants shall be offered the overtime, based upon rank seniority. The text notification system procedure described hereinabove shall be utilized to contact patrol officers and sergeants. If no patrol officers or sergeants accept the overtime assignment, then the least senior patrol officer working shall be forced to work the overtime. For purposes of this Section, personnel assigned to Investigations or working a special detail shall not be forced to work the vacancy.

Notwithstanding the above, no officer shall be forced to work sixteen (16) or more consecutive hours on two consecutive days, absent emergency circumstances. In the event this situation occurs, the next least senior officer will be forced back, unless otherwise not eligible.

When filling a vacancy created by a patrol officer, no bargaining unit member shall work more than eighteen (18) consecutive hours under the circumstances illustrated above, absent emergency circumstances. In the event this restriction becomes operative, the least senior patrol officer working on the oncoming shift will be forced, unless otherwise not eligible.

2. Vacancy Created by a Sergeant:

If a supervisor is needed on-duty, then all sergeants shall be offered the overtime, as described hereinabove. If no sergeant accepts the overtime assignment, then all trained OICs shall be offered the overtime, as described hereinabove. If no trained OIC accepts the overtime assignment, then the least senior sergeant working shall be forced to work the overtime.

If a supervisor is not needed for the shift, then all patrol officers shall be offered the overtime, via the text notification system procedure described hereinabove. If no patrol officer accepts the overtime assignment, then under such circumstances, the least senior sergeant working shall be forced to work the overtime, but if no sergeant is working, then the OIC in charge of that shift shall be forced to work the overtime.

Notwithstanding the above, no bargaining unit member shall be forced to work sixteen (16) or more consecutive hours on two consecutive days, absent emergency circumstances. In the event this situation occurs, the next least senior sergeant will be forced back, unless otherwise not eligible. If that sergeant is not eligible, then the OIC in charge of the shift that is working shall be forced to work the overtime.

When filling a vacancy created by a sergeant, no bargaining unit member shall work more than eighteen (18) consecutive hours under the circumstances illustrated above, absent emergency circumstances. In the event this restriction becomes operative, the least senior sergeant working on the oncoming shift will be forced, unless otherwise not eligible. If that sergeant is not eligible, then the OIC in charge of the shift that is working shall be forced to work the overtime.

For the purposes of this Section, trained Officers In Charge shall include all patrol officers trained to perform the duties of Officer In Charge, regardless whether they are identified as a designated shift Officer In Charge.

C. ANTICIPATED OVERTIME

Anticipated overtime shall be posted not less than five (5) days prior to its scheduled time of occurrence and shall remain posted for a minimum of four (4) consecutive days, during which time bargaining unit members may sign up for such overtime opportunity as follows:

1. Vacancy Created by a Patrol Officer:

Patrol officers and sergeants may sign up and the senior patrol officer shall be granted the overtime, based upon seniority. If no patrol officer signs up, the senior sergeant shall be granted the overtime.

2. Vacancy Created by a Sergeant:

Sergeants and trained Officers-in-Charge (OIC) may sign up and shall be granted the overtime, based upon rank seniority, sergeants first. Trained OIC seniority shall be based upon

their date of appointment as a sworn officer.

No bargaining unit member shall work more than eighteen (18) consecutive hours under the circumstances illustrated above, absent emergency circumstances.

Anticipated overtime that goes unfilled shall be treated as unanticipated overtime when it remains unfilled within twenty-four (24) hours of its time of occurrence, except that where a vacancy for sergeant goes unfilled and a supervisor is needed, the least senior sergeant working shall be forced to work the overtime. If a supervisor is not needed for the shift, the least senior sergeant working shall be forced to work the overtime, but if no sergeant is working, then the OIC in charge of that shift shall be forced to work the overtime.

Under exigent circumstances, the procedures for unanticipated overtime need not be followed by the Employer.

The remedy for any breach of these procedures shall be that the grievant shall be entitled to work four (4) hours at the officer's overtime pay rate, at a time to be mutually agreed by the grievant and the Employer.

Follow-up investigations or shift level, initiated, directed patrol activities may be exempted from these procedures, with the approval of the Chief of Police or a Deputy Chief of Police.

D. SUPERVISOR'S DISCRETION

If the overtime procedures have been followed and a bargaining unit member has not taken the available overtime in a single block, said overtime shall be filled in blocks of time at the supervisor's discretion, regardless of seniority.

E. REST PERIOD

An officer shall not work more than eighteen (18) hours in any twenty-four (24) hour period without a continuous four (4) hour break in service. The required rest period shall apply to routine staffing and details. In addition, officers may be required to work more than eighteen (18) consecutive hours when an emergency is declared by the Chief of Police or his designee.

3. All remaining provisions of the parties' collective bargaining agreement shall remain in full force and effect, unless specifically modified by the provisions of this Memorandum of Understanding.

4. The terms of this Memorandum of Understanding shall become effective upon the date first set forth hereinabove.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth hereinafter.

VILLAGE OF VERNON HILLS

By: [Signature]

Date: 2/29/24

ILLINOIS FOP LABOR COUNCIL

By: [Signature]

Date: FEBRUARY 6th, 2024