

2007 NEGOTIATIONS
BETWEEN THE
CITY OF CHICAGO
AND THE
FRATERNAL ORDER OF POLICE, CHICAGO LODGE NO. 7

**MEMORANDUM OF UNDERSTANDING
FOR WORK DAY SCHEDULE PILOT PROGRAMS**

With respect to (I) the Work Day Schedule; (II) Impasse Resolution and Ratification Procedures for the Work Day Schedule and its implementation; and (III) the modification of certain provisions of the collective bargaining agreement in order to facilitate and implement the Work Day Schedule, the parties hereby agree as follows:

I. The Work Day Schedule

A. Ten (10) Hour Work Day Schedule for District Rapid Response Cars.

1. The parties agree to pilot a ten (10) hour work schedule in Districts 3, 7, 10, and 15 for officers assigned to the third watch Rapid Response cars. This will result in a fifth watch. This schedule will be the same as the previously piloted CHA Rotating schedule, except as specifically modified herein.
2. The starting time for the Rapid Response Cars on the fifth watch will be 1600.
3. Each participating District shall have at least fifteen (15) Rapid Response car positions which will be filled by the eighty percent (80%)/twenty percent (20%) bidding process.

B. Ten (10) Hour Work Schedule in Detective Division Area Two (2).

1. The parties agree to pilot a ten (10) hour work schedule in Detective Division Area Two (2). The schedule will be the same as the previously piloted CHA Rotating schedule except as specifically modified herein.
2. The ten (10) hour schedule will not apply to Summary Investigation Detectives, Review Investigation Detectives, and Administrative Desk Duty Assignments.

3. The starting times for the ten (10) hour schedule will be 0800; 1800; and 2200.

C. Ten (10) Hour Work Day Schedule in Districts 5 and 20.

1. The parties agree to pilot a ten (10) hour work schedule for officers assigned in Districts 5 and 20. The schedule will be the same as the previously piloted CHA Rotating schedule except as specifically modified herein.
2. The ten (10) hour schedule will not apply to officers assigned to the District Commander's administrative staff, Community Policing, CAPS, school duties, officers on authorized foot posts, and Review Officer positions.
3. The starting times for the ten (10) hour schedule will be 0700; 1600; and 2130.
4. Officers who currently hold Desk, Lockup, and Watch Relief positions on the First Watch will be considered successful bidders to a 1930 start time, which falls within the plus or minus two (2) hour adjustment period from the regularly designated 2130 starting time in accordance with Section 20.7 of the Agreement, unless the officers elect to opt out of their current position. Officers who successfully bid to Desk, Lockup, and Watch Relief positions on the First Watch will ordinarily, but subject to the Department's discretion, be assigned field duties between 1930 and 0130.

D. Ten (10) Hour Work Day Schedule for Officers Assigned to the Targeted Response Unit and the Special Functions Group.

The parties agree to pilot a ten (10) hour work schedule for officers assigned to field duties in the Targeted Response Unit and mutually agreed upon field functions within the Special Functions Group. The schedule will, at the Department's option, have either fixed or rotating consecutive days off. In the event the Department selects fixed days off, at least one of the fixed consecutive days off shall be either a Saturday or a Sunday.

E. Six-Three Eight and One Half (8 1/2) Hour Schedule.

1. The parties agree to pilot a six-three eight and one half (8 1/2) hour work schedule for officers assigned to Districts 8 and 13. This schedule will have three rotating days off.

2. The eight and one half (8 1/2) hour schedule will not apply to officers assigned to the District Commander's administrative staff, Community Policing, CAPS, school duties, officers on authorized foot posts, successful bidders to the Desk, Lockup, and Watch Relief, and Review Officer positions.
 3. The starting times for the six-three eight and one half (8 1/2) hour schedule will be 0700; 1500; and 2200.
- F. Four-Two Eight and One Half (8 1/2) Hour Schedule.
1. The parties agree to pilot a four-two eight and one half (8 1/2) hour work schedule for officers in Districts 14 and 18. This schedule will have two rotating days off.
 2. The eight and one half (8 1/2) hour schedule will not apply to officers assigned to the District Commander's administrative staff, Community Policing, CAPS, school duties, fixed posts at the filtration plant, successful bidders to the Desk, Lockup, and Watch Relief, and Review Officer positions.
 3. The starting times for the four-two eight and one half (8 and 1/2) hour schedule will be 0700; 1500; and 2200.
- G. All starting times may be adjusted plus or minus two (2) hours from the designated starting times in accordance with Section 20.7 of the Agreement.
- H. Furloughs will be selected by unit for the calendar year beginning January 1, 2009 in accordance with Section 23.2 of the Agreement.
- II. Ratification of Memorandum of Understanding for Work Day Schedule Pilot Programs, Implementation of Pilot Programs and Dispute Resolution
- A. The implementation of the pilot programs described in Paragraph I is contingent upon the approval of such programs if necessary by Unit 156A-Sergeants, Unit 156B-Lieutenants and Unit 156C-Captains.
 - B. If approved, the Department will announce the anticipated implementation of the pilot programs described in Paragraph I by October 1, 2008, which will provide a sufficient period for affected officers to bid into or out of the affected units. Officers will bid to the ten (10) hour shifts and eight and one half (8 1/2) hour shifts pursuant to Article 31. Officers assigned to the ten (10) and eight and one half (8 1/2) hour shifts will be subject to the reverse seniority provisions of Sections 31.5 and 31.6.

- C. Within one week of October 1, 2008, the parties shall establish a Joint Labor Management Committee for the purpose of monitoring, reviewing, ascertaining and making recommendations regarding the Pilot Work Schedules and to promptly address errors and omissions in the work schedules. The Committee will consist of the Commanding Officer of the Management and Labor Affairs Section and the Lodges' Grievance Committee Chairman (or their designees) and additional persons designated by each party up to a maximum of five (5) persons for each party. At the end of each police period, reports will be presented by both the City and the Lodge to this Committee for the purpose of monitoring and reviewing the work schedule pilot programs.
- D. The goals of the pilot schedules are to attempt to boost employee productivity, reduce employee stress, reduce medical and IOD absences, reduce automobile accidents, reduce overtime assignments, reduce response time between radio assignments, reduce radio assignments pending, reduce crime, reduce citizen complaints, improve service to the community, and boost employee morale. The parties recognize that implementation of the pilot schedules might not result in measurable improvements in each of these goals.
- E. The Joint Labor Management Committee will meet promptly upon the request of either party in order to make recommendations and attempt to reach agreement by negotiations in good faith regarding the pilot schedules' continuation, expansion, modification, or discontinuation. The Committee shall have the authority to continue, modify, expand or terminate any of the pilot schedules by mutual agreement. Any mutual decision to continue, expand, modify, or discontinue pilot schedules by the Committee shall be binding upon the parties, subject to ratification by the parties.
- F. The pilot programs that are approved and implemented shall remain in effect through the 2009 thirteenth police period and may thereafter be continued either collectively or individually at the discretion of the Department. If the Department intends to discontinue one (1) or more pilot programs, the Department will provide the Lodge with written notice of its intent no later than ninety (90) calendar days prior to the end date of the 2009 thirteenth police period and upon request shall promptly meet with the Lodge to discuss the rationale for its decision.
- G. In the event the Lodge disagrees with the rationale for the Department's decision and believes one (1) or more of the pilot programs identified by the Department for discontinuation should be continued beyond the 2009 thirteenth police period, the dispute shall not be submitted to interest

arbitration and may only be resolved through the following dispute resolution procedure:

1. Within five (5) business days of the meeting required by subsection (F), the Lodge shall submit a demand for arbitral review to the Management and Labor Affairs Section. In the event that two (2) or more bargaining units file a demand for arbitral review, the actions shall be consolidated into the same proceeding. In the event that the arbitrator believes he/she could not award complete relief among the parties because a particular bargaining unit is not a party to the proceedings, the arbitrator shall have the authority to order such other bargaining unit to join the proceedings as either an involuntary grievant or respondent.
2. Within thirty (30) calendar days of the execution of this memorandum of understanding, the parties shall mutually select an arbitrator and pre-schedule such arbitrator for a hearing beginning on or about October 15, 2009.
3. The issue before the arbitrator shall be whether the Department was unreasonable in deciding to discontinue a pilot program.
4. The arbitrator shall issue an abbreviated written decision and order within ten (10) business days of the close of the hearing and shall issue a full written decision and order thereafter.
5. The arbitrator's written decisions and orders shall be binding on both the Department and the Lodge, provided that the arbitrator does not exceed his/her authority as defined in this memorandum of understanding.
6. The parties shall share equally the fees and expenses of the arbitrator and any other arbitration costs that are common to both parties. Each party shall be responsible for compensating its own attorneys and representatives.
7. The established time limits in this dispute resolution procedure may only be extended by mutual written agreement.
8. During the parties' discussions and the impasse procedures, the pilot programs shall continue in effect.

III. Contract Modifications and Understandings Regarding the Implementation of the Pilot Programs

Notwithstanding any other provision of the collective bargaining agreement for the duration of the pilot programs, the following provisions and understandings shall be in effect:

- A. The normal tour for the ten (10) hour shift will be ten and one half (10 1/2) hours, which includes a one half (1/2) hour uncompensated lunch period. The normal tour for the eight and one half (8 1/2) hour shift will be nine (9) hours, which includes a one half (1/2) hour uncompensated lunch period. The parties agree and understand that if an officer is required to perform work during the one half (1/2) hour meal period, the officer will receive overtime compensation in accordance with the terms of this Agreement.
- B. For officers working the ten (10) and eight and one half (8 1/2) hour schedules, the Lodge waives the overtime provisions of Section 20.1 of the Agreement insofar as that section requires payment of overtime for all hours worked in excess of the normal work day of eight (8) hours. Overtime in excess of the normal tour of duty will be compensated at the overtime rate.
- C. Officers with straight day furloughs will be given the same number of straight furlough days in the ten (10) and eight and one half (8 1/2) hour schedules. Officers with working day furloughs will have any remaining days converted to hours. Where the conversion of working day furloughs to hours results in a remainder of hours that is lower than the eight and one half (8 1/2) hour tour of duty, officers may utilize compensatory time to attain a complete tour of duty or, in the alternative, will forfeit the remainder hours.
- D. Compensation for Designated Holidays is granted as follows:
 1. Officers on the ten (10) hour shift will receive ten (10) hours of holiday compensation for holidays occurring on their days off and will receive ten (10) hours of compensation and five (5) hours of holiday compensation when officers are required to work a ten (10) hour shift on a holiday.

Officers on the eight and one half (8 1/2) hour shift will receive eight and one half (8 1/2) hours of holiday compensation for holidays occurring on their days off and will receive eight and one half (8 1/2) hours of compensation and four and one quarter (4 1/4) hours of holiday compensation when officers are required to work an eight and one half (8 1/2) hour shift on a holiday.
 2. Officers on the ten (10) hour shift whose regular day off coincides with an established holiday, and who are required to work a regular

tour of duty ten (10) hours on that holiday, will be credited with twenty-five (25) hours of compensatory time and five (5) hours of compensatory time or additional pay, as the officer elects.

Officers on the eight and one half (8 1/2) hour shift whose regular day off coincides with an established holiday, and who are required to work a regular tour of duty eight and one half (8 1/2) hours on that holiday, will be credited with twenty-one and one quarter (21 1/4) hours of compensatory time and four and one quarter (4 1/4) hours of compensatory time or additional pay, as the officer elects.

3. In the event that an officer covered by this agreement is required to attend court on his or her regular day off and that day that is also a holiday, the officer will be compensated at a rate of double-time for the minimum set forth in 20.5 or double-time for the actual hours worked, whichever is greater, plus compensatory time or additional pay in an amount equal to the normal tour of duty, as the officer elects.

- E. For those officers working a ten (10) hour schedule, a personal day, if used, will be worth a tour of duty, ten (10) hours, and baby furlough days will be worth eight (8) hours each. An officer assigned to the ten (10) hour schedule who wishes to use a baby furlough day will be required to use an additional two (2) hours of compensatory time.

For those officers working an eight and one half (8 1/2) hour schedule, a personal day, if used, will be worth a tour of duty, eight and one half (8 1/2) hours, and baby furlough days will be worth eight (8) hours each. An officer assigned to the eight and one half (8 1/2) hour schedule who wishes to use a baby furlough day will be required to use an additional one half (1/2) hour of compensatory time.

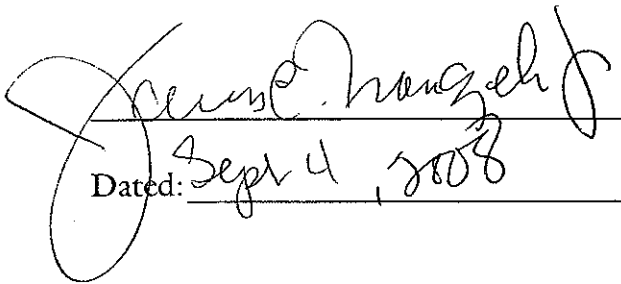
- F. For officers working a ten (10) hour schedule, an officer who is directed to perform substantially all the duties and assumes substantially all the responsibilities of a Desk Sergeant for more than four (4) hours within a single ten (10) hour tour of duty shall be paid at a D-3 rate consistent with his or her own tenure for a ten (10) hour tour of duty, or for the time spent, which ever is greater. An officer who is directed to perform substantially all the duties and assumes substantially all the responsibilities of a Desk Sergeant for four (4) hours or less shall be paid at a D-3 rate consistent with his or her own tenure for the actual hours worked.

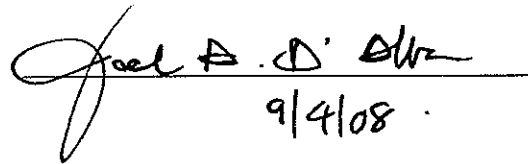
G. The number of District Desk, District Lockup, and District Watch Relief positions that will be subject to bid in Districts 5 and 20 shall be as follows:

<u>District</u>	<u>Desk</u>	<u>Lockup</u>	<u>Watch Relief</u>
005	3	6	12
020	3	3	9

City of Chicago, Department of Police

Fraternal Order of Police, Lodge #7


Dated: Sept 4, 2008


9/4/08