

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Village of Brookfield (“Village”) and the Illinois Council of Police (“Union”).

WHEREAS, the Village and the Union are desirous of conducting a trial period in which certain patrol officers would be assigned to permanent twelve (12) hour shifts, for calendar year 2025 (*i.e.*, January 4, 2026 through January 3, 2027).

NOW, THEREFORE, the Village and the Union agree as follows:

1. Non-Precedential Effect of Memorandum of Understanding. The Village and the Union agree that this Memorandum of Understanding shall not be considered part of the current collective bargaining agreement between the Village and the Union, nor shall it be considered an amendment to said agreement, nor shall it constitute a precedent or a change in the *status quo ante*. The Village and the Union agree that neither the Village nor the Union may cite or reference this Memorandum of Understanding, or the trial period referenced herein, as precedent or as a change in the *status quo ante* in any subsequent negotiations or interest arbitration proceedings.

2. Alternative Work Schedule for Patrol Division. The Village shall implement, on a trial basis, an alternative work schedule for officers and sergeants assigned to the Patrol Division for the period beginning January 4, 2026 and ending January 3, 2027, subject to the terms of this Memorandum of Understanding, provided that this Memorandum of Understanding shall not apply to officers who are assigned to specialty assignments, including Investigations, SWAT, and K9 officers. Members assigned to such specialty assignments shall work schedules that are determined by the Chief of Police.

3. Conditions. The alternative work schedule provided by this Memorandum of Understanding shall be in accordance with the following conditions:

A. The work cycle for purposes of the Fair Labor Standards Act shall be fourteen (14) days (two weeks).

B. The normal work day for patrol officers assigned to the alternative work schedule shall be twelve (12) hours, except that once during the two (2) week work cycle, the Village may schedule an eight (8) hour work day (“short day”) for each employee assigned to a twelve (12) hour shift schedule, so that an employee will normally be scheduled to work eighty (80) hours during the two (2) week work cycle. Each twelve (12) hour work day shall include a forty-five (45) minute paid meal period, and each eight (8) hour work day shall include a thirty (30) minute paid meal period, for employees who work the alternative work schedule, circumstances permitting.

C. All shift (Day/Night) and Team assignments shall be made by the Chief of Police or designee. The Village retains the right to reassign officers throughout the trial

period to a different shift or Team, as the need arises. Shift preferences shall be submitted by each officer by October 19, 2025, for implementation in January 2026. This process shall not apply to officers on probation. The Chief shall assign shifts by seniority within each grade; but the Chief reserves the right to make adjustments in order to achieve the Department's mission, so long as such adjustments are not arbitrary or capricious. Assignments to shifts and to Teams (*i.e.*, Team A, B, C or D) will be made by the Chief of Police or designee, and will be adjusted, in order to ensure appropriate assignment of officers with various specialties (*i.e.*, ET, FTO, etc.). Officers with other specialties will be distributed amongst the Teams, as needed by the Department. In the event that the Chief returns to a rotating shift, such change shall be in accordance with Section 14.6 of the Agreement.

D. In addition to the four Teams, there may be established power shift(s), from which officers assigned to such power shift shall be subject to reassignment, necessitated by staffing shortages. The Village retains the right to reassign any officer throughout the year, as the need arises.

4. Evaluation. The foregoing alternative work schedule for the patrol officers shall be evaluated as follows:

A. Service levels, productivity, operational needs, accidents, safety, leave usage (including sick leave usage), and cost effectiveness will be periodically monitored by the Village.

B. There may be periodic labor/management meetings to discuss the schedule and its effectiveness. The parties may change the terms of this Memorandum of Understanding by mutual written agreement.

C. At any time during the term of this Memorandum of Understanding, if the Chief of Police determines that the alternative work schedule has not met the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave usage, or has diminished productivity or safety, he shall have the sole right and sole discretion to discontinue the alternative work schedule and revert back to the work schedule provided for or permitted under the applicable collective bargaining agreement. Any decision of the Chief of Police to revert back to the eight and one-half (8.5) hours shift schedule shall not be subject to the grievance and arbitration procedure of the parties' collective bargaining agreement.

5. Benefit Time.

A. For employees who work the alternative work schedule, all benefit time other than personal leave days (*i.e.*, sick leave days, vacation days,) shall be converted to hours, with a "day" being equal to eight (8) hours, and such benefit time shall continue to accrue at the rate of eight (8) hours equals a "day." For employees who work the alternative work schedule, a personal day shall be converted to a full shift. Any and all personal time

not used by the end of the calendar year shall be bought back by the Village at the rate of eight (8) hours per personal day at the then straight time rate of pay. Personal time may not be carried over from year to year. Any employee who is assigned to such alternative work schedule shall have benefit time deducted on an hour-for-hour basis (*e.g.*, twelve hours absence on sick leave equals twelve hours deducted from the officer's sick leave bank).

B. Only one employee per shift may be scheduled off on each shift by use of the following benefit time: vacation/personal day/compensatory time, except that a personal day utilized as "demand" day may be used in accordance with Section 26.3 of the collective bargaining agreement. If any shift is above the determined minimum staffing requirements one (1) hour before the start of said shift, a second employee may submit an individual vacation day/personal day/ compensatory time request for said shift, as long as the shift does not fall short of the minimum manpower requirement contained in General Order 01-33.

C. If an employee calls off sick on the day of a holiday listed in Section 26.1 the employee shall provide a doctor's note confirming the illness (for the day of sick leave) within 96 hours of said holiday. An employee will be allowed to return to work after the holiday, if healthy, during the 96 hour period. If a note is not provided within the agreed 96 hours period, the employee shall have an additional sick day (12 or 8 hours) deducted for a total of two equivalent sick days being used for the day that the employee called off.

6. Overtime. For employees who work the alternative work schedule, the following shall apply: Overtime shall only be paid for hours worked in excess of eighty (80) hours in a fourteen (14) day work cycle. Hours that an employee is scheduled off for compensatory time, personal days, holidays, sick or vacation shall be counted as hours worked for the sole purpose of determining eligibility for overtime pay, when the employee would have otherwise been scheduled to work said hours. The Chief reserves the right to fill an overtime vacancy in order to achieve the Department's mission, so long as such assignment is not arbitrary or capricious.

7. Holiday Pay. For purposes of implementing Section 26.2 of the collective bargaining agreement, for patrol officers assigned to the alternative work schedule (12 hour shifts), hours worked on a holiday shall be considered to be those hours worked on a shift that commences on the actual holiday.

8. Short Days Schedule. The Village shall provide employees working a twelve (12) hour alternative shift a schedule of their work days at least one month in advance, intended to show their eight (8) hours ("short") days. The Village and the Union acknowledge that the Village may change the short day designation for operational needs, as determined by the Village, upon such notice to the employee as is practicable. The Village and the Union further acknowledge that an employee's "short day" may also be changed, if an employee requests a different day, but only upon mutual agreement of the employee and the Village.

9. Training. For employees who work the alternative work schedule, the following shall apply: When an employee is assigned to attend a training class, those hours will be considered duty hours and paid on an hour-for-hour basis. For training classes that are multiple

day training classes, the employee's work days and days off may be changed, in order to accommodate such training. Upon completion of a training class, if such employee's assigned twelve (12) hour work day has not been completed, the employee shall contact the supervisor on duty, so that the remainder of the employee's work day can be determined and assigned. The supervisor may grant an employee's request to utilize compensatory time for the remainder of the shift.

10. Grievances Waived. During the trial period, no grievances related to the subject matter addressed and contemplated in this Memorandum of Understanding shall be filed. Instead, the parties shall meet upon request of one party throughout the one-year trial period, in order to assess the progress and any problems which may arise regarding this alternative work schedule, rather than having grievance meetings to address such issues.

11. Conflicts. In the event of any conflict between the terms and provisions of this Memorandum of Understanding and the provisions of the parties' collective bargaining agreement, the provisions of this Memorandum of Understanding shall control, so long as this Memorandum of Understanding is in effect.

12. Expiration of Memorandum of Understanding. At the end of the trial period (at 11:59:59 p.m. January 3, 2027), this Memorandum of Understanding shall expire and the parties shall return to the *status quo ante*, unless this Memorandum of Understanding is extended, by mutual written agreement between the Village and the Union.

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

VILLAGE OF BROOKFIELD

ILLINOIS COUNCIL OF POLICE

By: Michael Kuruwilla

By: Alexander M. Burr

By: _____

By: _____

Date: _____

Date: _____