



DARIEN POLICE



JOSEPH MARCHESE
Mayor

GREG THOMAS
Chief of Police

JASON NORTON
Deputy Chief

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RESCHEDULED POLICE COMMITTEE

October 18, 2021

6:30 P.M.

**Police Department Training Room
1710 Plainfield Road**

1. Call to Order
2. Public Comment and Communications
3. Approval of Meeting Minutes from May 17, 2021
4. Agenda Memo – Approval of a Resolution authorizing the Mayor to execute a Memorandum of Agreement (MOA) to establish the working agreement between the City of Darien (CITY) and the Metropolitan Alliance of Police (UNION)
5. Next Meeting Date – November 15, 2021
6. Adjournment



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POLICE COMMITTEE
May 17, 2021
Regular Meeting Minutes
Police Department Training Room
1710 Plainfield Road

1. Call to Order
The meeting was called to order at 6:00 p.m. in attendance were Aldermen Joe Kenny, Tom Chlystek and Lester Vaughan as well as City Administrator Bryon Vana and Chief Greg Thomas.
2. Public Comment and Communications
There was no public comment.
3. Approval of Meeting Minutes from the July 20, 2020 meeting.
Alderman Chlystek motioned to approve the minutes seconded by Alderman Vaughan. The minutes were unanimously approved.
4. Agenda Memo – Approval of an ordinance to update Chapter 7, Administrative Hearing System
Chief Thomas explained that in order to be more responsive to the public regarding city ordinances and violations, we have updated various ordinances and processes. One of them is going through an administrative officer instead of the circuit court. Chief updated an existing ordinance 9-7-6a regarding service of a violation. Previously there was no provision for leaving a ticket on a vehicle, this was changed to make that service possible. Also the term Subject of the Action was added to incorporate home, business and vehicle owners. Chief Thomas mentioned that Public Works Director, Dan Gombac wanted to be able to leave notices on the door of a residence as well as mailing notices the traditional way. This adjustment was made to 9-7-6a to accommodate this request. A discussion ensued about what type of tickets are issued by officers for various violations. The committee also discussed the costs to conduct the administrative hearings in house and who would conduct the hearings. Bryon Vana advised that the current Administrative Tow Hearing officer that we have used for several years will also conduct the hearings for the city ordinance violations. The consensus was the cost would be the same or less than going through the circuit court. Alderman Kenny requested a motion to approve the ordinance. Alderman Vaughan motioned to approve seconded by Alderman Chlystek. The ordinance was unanimously approved.

5. Agenda Memo - A motion to approve the expenditure of budgeted funds to purchase ammunition from Kiesler's Police Supply in the amount of \$13,232.20
Chief Thomas explained that Kiesler's is part of the state bid program. Chief advised that this ammunition purchase was approved previously by the police committee however due to a shortage of ammunition the purchase was on back order for several months. The funds were not spent during last budget year. Alderman Vaughan motioned to approve seconded by Alderman Chlystek. The committee unanimously approved.

6. Agenda Memo – A motion to approve the payment of annual dues to the DuPage Metropolitan Enforcement Group (DUMEG) in the amount of \$17,680
Chief Thomas advised that DUMEG runs their operations in two ways. One you can either have one of our officer's work directly with them. Two you can pay them a fee of \$525 per officer. Chief feels they do a very good job and the fee is worth the service they provide. Their services include undercover drug operations for which they have successfully charged and arrested individuals in Darien and in the surrounding area. They also conduct other undercover operations. Chief feels that they are a good partner for the police department. Alderman Chlystek motioned to approve seconded by Alderman Vaughan. The motion was unanimously approved.

7. Agenda Memo – Approval of an ordinance authorizing the sale or disposal of surplus property.
Due to a clerical error, Alderman Kenny requested to table this ordinance until the next Police Committee meeting. Alderman Vaughan motioned to table this ordinance until the next police committee meeting seconded by Alderman Chlystek. The committee unanimously agreed to table this ordinance. (The ordinance was submitted directly to City Council on June 7, 2021 and approved).

8. Adjournment
The meeting was adjourned at 5:16 p.m.

Approved: _____
 Date

Alderman: _____
 Thomas Chlystek

Chairman: _____
 Joseph Kenny

Alderman: _____
 Lester Vaughan

AGENDA MEMO
Police Committee
October 18, 2021

ISSUE STATEMENT

A resolution authorizing the Mayor to execute a Memorandum of Agreement (MOA) between the City of Darien (CITY) and the Metropolitan Alliance of Police (UNION), Darien Police Chapter #48, to continue 12 hour shift scheduling for January 8, 2022 through January 7, 2023.

BACKGROUND/HISTORY

The purpose of this MOA is to establish the working agreement between the CITY and UNION as it applies to the continuation of twelve (12) hour shifts for the Patrol Division for the 2022 patrol year.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

Not approving the MOA is an alternate consideration.

DECISION MODE

This item will be placed on the October 18th, 2021 agenda for formal Council consideration and approval.

Memorandum of Agreement

between

**Metropolitan Alliance of Police
Darien Police Chapter #48**

and

City of Darien

10/19/2021

This Memorandum of Agreement (MOA) between the City of Darien (CITY) and the Metropolitan Alliance of Police (UNION) is to continue a non-precedent setting trial period of January 8, 2022 through January 7, 2023. The purpose of this MOA is to establish the working agreement between the CITY and the UNION as it applies to twelve (12) hour shifts for the Patrol Division.

Either party, CITY or UNION, may opt out of this MOA and return to the current Collective Bargaining Agreement (CBA) (2018-2022) method of scheduling with a 30-day notice to the other party. Re-establishing the eight (8) hour schedule would commence the first full 28-day cycle following the 30-day notice.

This MOA only applies to those members (officers & sergeants) of the UNION assigned to the Patrol Division.

A. Work Week / Pay Cycle

Members shall work 80 hours in a 14-day period (Payroll Cycle).

The workweek shall run Saturday to Friday with members' working Day Shift beginning their tour of duty on Saturday at 0600 hours and Night Shift beginning their tour of duty on Saturday at 1800 hours, notwithstanding early car assignment or power shift assignment.

During a 14-day pay period members shall be scheduled for six (6) twelve (12) hour work days and one (1) eight (8) hour workday. Only one (1) eight (8) hour workday shall be worked per shift per day between the members assigned to the shift.

Because of the consistency of scheduling patterns the current requirement of requesting days off 14 days in advance of the shift change (CBA Section 5.3b) and the schedules being posted 10 days before the beginning of the new schedule (CBA Section 5.3c) is not applicable.

Members, except Power Shift assignments, shall be assigned a Squad. Squads are assigned a rotation of days to work and days off.

Squad A: 2 – On / 2 – Off / 2 – On / 3 – Off / 2 – On / 2 – Off / 1 – On
Squad B: 2 – Off / 2 – On / 2 – Off / 3 – On / 2 – Off / 2 – On / 1 – Off
Power Shift: 5 – On / 2 – Off

B. Work Day

Members, except those assigned to a power shift, shall work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a 14-day pay cycle. Members assigned to the Day Shift, on his/her eight (8) hour workday, shall report for duty four (4) hours later (1000 Hours) than their normal shift start time. Members assigned to the Night Shift, on his/her eight (8) hour workday, shall report for duty at their normal shift start time, but shall leave four (4) hours prior (0200 Hours) to their normal end time.

Members assigned to a Power Shift shall work an eight (8) hour workday.

C. Shifts

There shall be three patrol shifts. Members shall be assigned to one of the three patrol shifts:

Day Shift: 0600 Hours to 1800 Hours
Night Shift: 1800 Hours to 0600 Hours
Power Shift: 1200 Hours to 2000 Hours

Member(s) assigned to the Power Shift may have their hours and/or days off altered by the CITY with a ten-day notice. The member can waive the ten-day notice. Changes to the Power Shift hours worked or days off shall be altered based on call volume that may be influenced by seasonality or by crime pattern.

1. Early Car Required

In order to have shift coverage during periods of shift change there shall be an “early car.” Members assigned early car shall report one (1) hour prior to the normal shift start time and leave one (1) hour before the end of normal shift time. Each shift shall have a minimum of one early car every day.

2. Early Car Assignment

Sergeants shall schedule the early car by month to the most senior officer on the shift / squad wanting the early car position. On days where the officer accepting the early car assignment is unavailable for the early assignment, the sergeant shall offer it to the remaining officers on the shift by seniority. The least senior available officer will be forced to accept the early car assignment if no member voluntarily accepts the early car assignment.

Sergeants shall complete early car assignments ten (10) days prior to the start of the calendar month.

An officer scheduled to work Shift 2 shall not work an early car assignment on the same date s/he is scheduled to attend traffic court.

3. Early Car & Officer-In-Charge

An officer assigned to early car shall not be assigned as an OIC.

D. Shift Selections

1. Beginning of Year

Shift selections shall be completed at least two months prior to the change of shifts.

Sergeants shall pick first in seniority order having one sergeant on each squad (1A, 1B, 2A & 2B). Officers shall pick in seniority order once sergeants have selected their shift, squad and eight (8) hour day. Members shall pick their shift, squad and 8 hour day from the available slots on the roster.

Members of the specialties of SWAT and K9 cannot be on the same shift / squad. During shift picks, a member assigned to SWAT or K9 shall not select a shift / squad where either a SWAT or K9 member has selected.

2. Changes During the Year

The CITY may move personnel any time throughout the year when more than one position needs to be replaced. For example, two positions are open by attrition or other means, the CITY may move a person from one shift and or one squad to another for more balanced staffing.

Changes shall be made first by seniority asking for a member who voluntarily wants to move. If no one volunteers, the member with lowest seniority shall be moved to the opening.

If a member opts to change his/her shift / squad during the year s/he shall not take his/her scheduled time off with him/her. The member therefore shall pick benefit time (vacation, personal days, etc.) from available dates on the shift / squad to which s/he is being moved. If the CITY moves a member during the year the member shall take his/her scheduled time off with him/her.

3. Picking when Other Shifts / Days Off Become Available

If a position becomes available whether on a squad and/or shift, that squad and/or shift position shall be filled by seniority with the most senior officer having the option to move to that open shift. Then through seniority, any openings shall be filled as they become available until all openings are filled. For example, if an opening occurs on Day Shift / Squad B the most senior patrol officer shall be offered the position first then continuing in descending seniority order until the squad / shift position is filled and any other openings created by the move are filled.

If an officer, moves from one squad to another or one shift to another s/he shall not bump an officer already on the shift and/or squad from pre-selected vacation or other type of time off.

In order to balance shifts and provide for appropriate staffing, the CITY may move the least senior officer from one squad to another squad or one shift to another shift. If that is done, the member shall be allowed to take his/her paid time off with them to the new shift and/or squad and not bump a member who is already on the shift and/or squad.

4. FTOs shall select their Shift / Squad within the other requirements of the MOA. However, when assigned a probationer who needs a rotation to a shift without an FTO, management reserves the right to transfer an FTO to an appropriate shift for the duration of the probationer's step of training and any PIP extensions. However, the FTO shall not be forced to an opposing shift to satisfy more than one PIP for the same probationer.

The FTO coordinator shall schedule a complete probationer cycle (four steps) at the beginning of in-house training (accounts for probationers who do not have to go to basic

academy). If in the scheduling a gap in FTO assignment is identified, the FTO coordinator shall seek a volunteer to move to the appropriate shift / squad to enable training the probationary officer. The FTO coordinator shall also seek an individual from the shift / squad the FTO is being transferred to who will move to the FTO's shift / squad until that portion of the probationer's schedule is complete. Absent a volunteer, the City shall force a temporary transfer.

When determining who to transfer the FT&E coordinator shall go in reverse seniority. However, there is a possibility that the least senior officer has sufficient amount of benefit time scheduled that moving the officer is impractical and the FT&E Coordinator shall select the next least senior officer.

E. Accrual of Benefit Time

1. Holiday Time

a. Holiday Extra Pay

Members who work a holiday shall be paid twice his/her regular rate of pay. For example, if working a 12-hour shift s/he shall be paid 24 hours, if working an 8-hour day shall be paid 16 hours. If the officer used compensatory time, sick time etc. and only worked 6 hours s/he would be paid 12 hours.

b. Holiday Stipend

Members whether on-duty or off-duty on a holiday shall be paid an eight (8) hour stipend.

c. Holidays, for the purpose of this section, shall be scheduled on the actual date of the holiday, not the day it is observed.

2. Personal Time

Members shall receive sixteen (16) hours in their personal time bank at the beginning of the year. Personal time may be used in four (4) hour blocks. Personal time shall be used either as a whole day or as a partial day. If used as a partial day the member shall use personal time at either the beginning or end of his/her shift, not during the middle of a shift.

3. Vacation Time

Vacation time shall be converted to hours versus weeks (e.g. an officer who has earned two (2) weeks' vacation time shall have 80 hours to use).

4. Sick Time

Sick time shall continue to accrue at eight (8) hours per month. When an officer takes a sick day on their 12-hour day 12 hours of sick time shall be removed from his/her sick time bank. When a member uses a sick day on an 8-hour day, eight (8) hours shall be deducted from their sick time bank.

F. Time Off

1. Generally

Only one (1) member may have off on any combination of time off per shift, per squad. Training, sick, light duty and unpaid leave will not affect someone taking time off.

The Deputy Chief may allow more than one member off depending on labor requirements.

2. Holiday Hours

The holiday hours shall be 0600 hours beginning on the calendar day of the holiday and the 24 hours of the holiday shall continue to 0600 hours the following day. There shall be two exceptions to this period, they are; early car assignments and shift preparation.

Officers assigned to early car shall have their holiday time commence at 0500 hours on the calendar day of the holiday and end at 0500 hours on the calendar day after the holiday. Officers assigned to early car shall not be eligible for the holiday overtime (double time) from 0500 hours to 0600 hours on the calendar day following the holiday.

Sergeants or Officer-In-Charge shall have their holiday time for shift preparation start at 0545 hours on the calendar day of the holiday for dayshift and 1745 hours on the calendar day of the holiday for night shift.

3. Vacation

During the regular time to select vacations "Vacation Selection Phase" (November 1st through December 31st) members shall select their vacation in either the two day block (20 – 24 hours depending on 8 hour day), or the three day block (32 – 36 hours depending on the eight hour day) by seniority within their assigned Shift and Squad. A "block" is the workdays between a member's regular days off.

Vacations taken in blocks shall include the days off before and after such vacation.

Members shall select at least 80 hours of vacation time in the calendar year.

Members are not mandated to select their vacation time during the Vacation Selection Phase, but may opt to schedule all or a portion of their vacation hours after January 1. However, vacation time not selected during the Vacation Selection Phase shall be on a first come first serve basis, not seniority, after January 1.

Members with more than 80 hours of vacation time may opt to use up to 48 hours in daily increments (8 or 12 hour). Members with 80 hours of vacation time shall select at least one three day block or two, two day blocks and may opt to use the remaining vacation hours in daily increments (8 or 12 hour).

Vacations picked on a daily basis shall be picked after January 1 and on a first come first serve basis.

If a vacation is picked prior to January 1 and the member opts to rescind his/her vacation after January 1 the newly available vacation time shall be picked by seniority within the Shift / Squad. The member shall give the CITY two weeks' notice of the pending withdrawal of vacation and the CITY shall post the opening at least one week in advance.

Members shall only pick vacation time prior to January 1. After January 1 compensatory time, vacation time not encumbered, personal time can be selected on a first come first serve basis on the next workday.

G. Training

As a rule members shall not be scheduled overtime to attend training, instead adjustments to the schedule shall be made as follows:

1. If the training day falls on the member's eight (8) hour work day the member shall be assigned training. Any additional compensation (travel time, etc.) shall be implemented as the current CBA describes.
2. If the training date falls on the member's twelve (12) hour work day the member shall be assigned training for eight hours. Any additional compensation (travel time, etc.) shall be implemented as the current CBA describes. In order to balance out the four remaining hours the member's sergeant shall assign four additional hours to the member's eight-hour workday within the same pay period.
3. If the training day falls on a member's day off s/he will have his/her eight (8) hour workday off in lieu of him/her training on a day off. Any additional compensation (travel time, etc.) shall be implemented as the current CBA describes.
4. If the training is a full week the member shall be assigned to five (5) eight (8) hour workdays with Saturday and Sunday off. Depending on the week (long 44 hours or short 36 hours) the member shall be assigned four (4) additional hours or four (4) less hours during the second of the two-week pay cycle for a total of 80 hours during the two week pay cycle.
5. If the training is multiple days, but less than a full week the sergeant shall balance a 44 or 36 hour work week (depending on the cycle) so the member has an appropriate number of hours to equal an 80 hour pay cycle.

When adjustments are made the sergeant shall give deference to the member's request unless the member's request places an undue burden on the manning of the shift. If there is an issue with how the assignment was made the member shall contact an executive board member who will discuss it with the chief or deputy chief.

Whenever possible only one member per shift, per squad, shall be scheduled for training at a time. As much as possible training should not be scheduled when there is a member on paid time off.

6. During the first full pay period in January, February, March, November and December members shall be assigned to a common in-house training date. When reporting to a training date members shall be off on their normal eight-hour workday. Members assigned to Squad 1A, Power Shift and Squad 2A shall train on Tuesday and members assigned to Squad 1B and Squad 2B shall train on Thursday. Training may be an outside presenter / trainer or in-house train-the-trainer.

H. Overtime

Overtime is solely a CITY right, unless otherwise stated in the CBA or MOA. As such, the Power Shift or other loss in personnel does not have to be replaced.

To ensure proper rest and not having officers working when fatigued members may only work a total of 16 hours in a day. A few minutes (30) longer is permissible, but shall not be scheduled (e.g. a member worked 16 hours and it takes a few minutes to get relief for the member). Thus a member, on his/her 12-hour day, may only work four (4) hours overtime. The member, if working his/her eight (8) hour day, s/he may work eight (8) hours of overtime. A member who is off may work twelve (12) however, cannot work a twelve hour shift prior to or following his/her regular shift (either eight (8) or twelve (12)).

The CITY sets the length of the assignment. The sergeants shall hire overtime as needed for proper shift coverage.

Members who accept an overtime assignment are responsible for the entire length of the assignment. If the member does not want to work the entire length of the assignment, the member is responsible to fill the unwanted portion of the overtime assignment and must fill the remainder of the overtime assignment according to the prescribed method below (e.g. affected shift, same squad, by seniority).

The sergeant / OIC filling a position shall make the offer of overtime. The sergeant / OIC does not have to wait for a call back or a decision from a member. If no call back or a decision made when the offer was given the sergeant / OIC shall move onto the next member.

A forced member may find another member to take a portion or all of the overtime.

1. Scheduled Overtime

Scheduled overtime is any overtime to fill a patrol position with more than 12 hours of notice prior to the position's regular start time.

The length of the assignment for a Scheduled Overtime assignment within the Patrol Division will generally be an eight or twelve hour block.

Scheduled overtime shall be filled from the following groups (in order):

- a. Affected Shift / Same Squad in Seniority Order
- b. Affected Shift / Opposite Squad in Seniority Order
- c. Opposite Shift / Opposite Squad in Seniority Order
- d. Opposite Shift / Same Squad in Seniority Order

e. Power Shift

For the purpose of hiring overtime the Power Shift officer shall be considered as a day shift unit as six of the eight hours are on day shift. To better balance overtime and lessen the opportunity for overtime to the Power Shift and to increase opportunities for all day shift officers the Power Shift will be considered as Squad A on odd months and Squad B on even months.

Scheduled overtime shall be filled based on the following criteria:

a. Sergeant Working

- 1) Officers shall be offered the overtime in the above group order.
- 2) If no officer accepts the overtime, it shall be offered to the sergeants in the above group order.
- 3) If no sergeant accepts the overtime, the overtime shall be ordered in basis of reverse seniority of the available officers within the Patrol Division.

b. Sergeant Not Working

- 1) The overtime shall be offered to sergeants in the above group order.
- 2) If no sergeant accepts the overtime, it shall be offered to officers in above group order.
- 3) If no officer accepts the overtime it will be ordered in basis of reverse seniority of the available officers within the Patrol Division.

2. Non-Scheduled Overtime

Non-scheduled overtime is any overtime to fill a patrol position with less than twelve (12) hours of notice prior to the position's regular start time.

Non-Scheduled overtime shall be filled from the following groups (in order):

- a. On-Duty Shift
- b. Affected Shift / Same Squad in Seniority Order
- c. Affected Shift / Opposite Squad in Seniority Order
- d. Opposite Shift / Opposite Squad in Seniority Order
- e. Opposite Shift / Same Squad in Seniority Order
- f. Power Shift

For the purpose of hiring overtime the Power Shift officer shall be considered as a day shift unit as six of the eight hours are on day shift. To better balance overtime and lessen the opportunity for overtime to the Power Shift and to increase opportunities for all day shift officers the Power Shift will be considered as Squad A on odd months and Squad B on even months.

Non-Scheduled overtime shall be filled based on the following criteria, if the member is available to work the scheduled hours:

a. Sergeant Working

- 1) Officers shall be offered the overtime in the above group order.
- 2) If no officer accepts it the overtime it shall be offered to the sergeants in the above group order.
- 3) If no sergeant accepts the overtime, the overtime shall be ordered in basis of reverse seniority of the available officers within the Patrol Division.

- b. Sergeant Not Working
 - 1) The overtime shall be offered to sergeants in the above group order.
 - 2) If no sergeant accepts the overtime, it shall be offered to officers in the above group order.
 - 3) If no officer accepts the overtime it will be ordered in basis of reverse seniority of the available officers within the Patrol Division.

I. Settling Conflicts

When a conflict exists between the CITY and the UNION in the interpretation and/or implementation of this MOA the redress shall be through the grievance process. If a conflict exists due to something that was missed in the establishment of this MOA the Executive Board shall meet with the CITY and decide a resolution.

J. Subsequent Year(s) Extension

During August 2022, if the Collective Bargaining Agreement is not settled, the Executive Board will reconvene with the CITY to discuss the continuance of the MOA and changes either party believes necessary.

K. Other Issues

- 1. Darien Fest

Once the dates of Darien Fest have been announced, members shall not use Paid Time Off during the days of Darien Fest.

- 2. Field Training Officer (FTO)

A probationary officer shall work a 40-hour week. A probationary officer shall only work (absent necessary overtime) an eight (8) hour workday. Because a probationary officer's schedule will need to coincide with an FTO schedule probationary officers shall be assigned two FTO's per step.

FTO overtime shall be calculated at ½-hour pay for each 4 hours an FTO has a probationary officer assigned and performing FTO duties.

L. Execution

Executed this ____ day of _____ 2021 after being reviewed and approved by the Mayor and City Council.

President, Darien Police Chapter

Mayor