

**CITY OF ARDMORE**  
Office of City Manager

Council Letter No. 5102  
Meeting Date: April 17, 2023

Mayor and City Commission  
City of Ardmore, Oklahoma

RE: Consider approval of a Memorandum of Understanding (MOU) between the City of Ardmore and the Fraternal Order of Police Lodge 108 regarding the implementation of 12 hour shifts for the Patrol Division and other amendments relating to 12 hour shifts within the current Collective Bargaining Agreement.

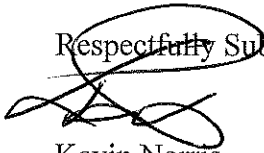
Dear Commission Members:

If approved, the Ardmore Police Department would implement a six (6) month trial period of twelve (12) hour shifts for the patrol division or any other assignment as determined by the Chief of Police.

The MOU has been reviewed by the City Administration, Chief Arthur, and the City Attorney. Members of the Fraternal Order of Police Lodge 108 took a vote and the majority of the members voted in favor of implement a six (6) month trial period.

Staff respectfully recommends the approval of the MOU between the City of Ardmore and the Fraternal Order of Police Lodge 108 regarding the implementation of a six (6) month trial period of twelve (12) hour shifts.

Respectfully Submitted,



Kevin Norris  
Assistant City Manager

Reviewed by: \_\_\_\_\_



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_ day of March 2023, by and between the City of Ardmore (“City”) and the Fraternal Order of Police, Lodge No. 108, individually and on behalf of its members (“Lodge No. 108”).

1. In the spring of 2022, the parties to this MOU entered into a Collective Bargaining Agreement (“CBA”) for the period FY 2022-2023 and FY 2023-2024.
2. Members of Lodge No. 108 covered by the CBA are currently working eight (8) hours shifts with an additional 30 minutes for patrol division employees for shift briefing for an average of 8.5 hours per shift for patrol division employees (hereinafter referred to as eight (8) hour shifts).
3. The majority of members of Lodge No. 108 recently voted to request that the patrol division transition from eight (8) hour shifts to twelve (12) hour shifts.
4. The City is willing to implement a six (6) month trial period of twelve (12) hour shifts for the patrol division upon the terms and conditions set forth below.
5. At the conclusion of the six (6) month trial period, the City and Lodge No. 108 will meet to review the operations of the Ardmore Police Department during the trial period including, but not limited to, any possible impact on morale, efficiency, fatigue concerns, retention of officers, any increase in on-the-job injuries, accidents and the like.
6. It is mutually understood that at the conclusion of the six (6) month trial period, either the City or Lodge No. 108 may elect to revert back to the prior standard eight (8) hour shift for the patrol division. In such an event, neither party may seek to grievance the decision under Article 8 of the CBA or seek to bring any legal action against the other as a result of the decision.

NOW, THEREFORE, it is mutually agreed as follows:

1. Commencing on April \_\_\_\_, 2023, employees assigned to the patrol division will transition to twelve (12) hour shifts. Employees holding the rank of Captain, regardless of assignment, employees assigned to the Detective Division, employees assigned to the Community Service Office, or any other assignment as determined by the Chief of Police will continue to work eight (8) hours shifts.

Shift assignments during the twelve (12) hour shift six (6) month trial period will be determined by a shift bid process. Employees assigned to the Patrol Division will bid for either day shift or night shift. The Chief of Police or his designee will determine the appropriate staffing levels in respect to the number of Officers and Corporals assigned to each shift/crew and the appropriate level of supervision needed for each shift/crew. The shift bid process will take place prior to the implementation to the twelve (12) hour shifts.

If either the City or Lodge No. 108 elects to return to the eight (8) hour patrol shifts at the end of the six (6) month trial period, employees assigned to the Patrol Division will shift bid for day, evening, or night shifts prior to returning to the eight (8) hour shifts. If it is decided that the Patrol Division will continue working the twelve (12) hour shifts, the shift bid process will not be revisited until May of 2024.

Employees assigned to the Patrol Division will work the following schedule:

A.P.D. Patrol Shift Schedule								
Crew / Week	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Hours
A / C Week 1	-	-	D12	D12	-	-	D12	36
A / C Week 2	D12	D12	-	-	D12	D12	-	48
A / C Week 3	-	-	D12	D12	-	-	D12	36
A / C Week 4	D12	D12	-	-	D12	D12	-	48
B / D Week 1	-	-	N12	N12	-	-	N12	36
B / D Week 2	N12	N12	-	-	N12	N12	-	48
B / D Week 3	-	-	N12	N12	-	-	N12	36
B / D Week 4	N12	N12	-	-	N12	N12	-	48

2. Lodge No. 108 acknowledges and agrees that the implementation of this MOU will not impact the following provisions of the CBA for FY 2022-2023 and FY 2023-2024 which will remain as written while twelve (12) hour shifts remain in effect unless modified, in writing, between the parties during the term of the MOU:

A. Article Twelve: Sick Leave – for patrol personnel, sick leave may be taken up to twelve (12) hours per shift. (Section 12.1.3)

Sick leave accrues at the rate of eight (8) hours per month, to a total of ninety (90) days. On or about July 15 each year, all sick leave accrued in excess of ninety (90) days (as of the preceding June 30th) shall be reimbursed to the employee at the ratio of one (1) to six (6). When an employee is eligible for and elects to retire from the City under an approved retirement plan for any reason, the City agrees to reimburse the employee for all accrued but unused sick leave at the ratio of one (1) to six (6). (Section 12.2)

B. Article Fourteen: Emergency Leave

- C. Article Fifteen: Vacation Leave - however, for patrol personnel, vacation leave may be taken up to twelve (12) hours per shift. (Section 15.3)
- D. Article Sixteen: Holidays
- E. Article Seventeen: Compensation for Excess Hours Worked – Officers who receive twelve (12) hours of pay in a duty day will continue to receive the same twelve (12) hours of pay on duty days in which they are in attendance at required training or schools. Any other compensation, if any, will be provided in compliance with the provisions of the Fair Labor Standards Act, as may be amended from time to time. (Section 17.7)  
  
Officers who receive eight and a half (8.5) hours of pay in a duty day will continue to receive the same eight and a half (8.5) hours of pay on duty days in which they are in attendance at required training or schools Any other compensation, if any, will be provided in compliance with the provisions of the Fair Labor Standards Act, as may be amended from time to time. (Section 17.7)
- F. Article Twenty-Five: Education, Certification, Incentive and Assignment Pay

3. It is specifically understood and agreed that the current language of Article Seventeen regarding the calculation of hours worked and the 28-day work cycle regarding the calculation of hours worked for the purpose of overtime under the Fair Labor Standards Act will remain unchanged.
4. The City and Lodge No. 108 agree to meet periodically, and no less than monthly, to discuss the implementation of twelve (12) hour shifts. The City agrees to confer in good faith with Lodge No. 108 prior to returning to eight (8) hour shifts.
5. Both parties agree that they have secured the necessary approval to enter into this MOU and that both parties, as well as all third party beneficiaries, including members of the bargaining unit, will be bound by the terms set forth herein.
6. Lodge No. 108 acknowledges and agrees that the terms of the MOU will be binding on all employees covered by the current CBA.

Dated this \_\_\_\_ day of April 2023

FRATERNAL ORDER OF POLICE  
LODGE NO. 108

CITY OF ARDMORE

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President

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City Manager

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Mayor