

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (the "Agreement") is entered into by and between the **VILLAGE OF OAK PARK** (the "Village") and the **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**, representing the Oak Park Police Lieutenants and Sergeants Association (the "Association").

WHEREAS, the Village and the Association are parties to a collective bargaining agreement for the period from 2014-2016 (the "CBA");

WHEREAS, the Village and the Association are presently involved in negotiations for a successor collective bargaining agreement; and

WHEREAS, certain topics have arisen that the parties wish to address through a Memorandum of Agreement, and the parties are mutually agreeable to entering into this Agreement independently of their negotiations for a successor collective bargaining agreement.

NOW, THEREFORE, in consideration of the promises, mutual undertakings and agreements of the parties hereto, it is hereby agreed by the Village and the Association as follows:

1. Lump Sum Equity Bonus

The Village will provide three (3) lump sum off schedule equity bonuses to each officer in the amount of \$1,450 on the following dates: no later than the second pay period after Board approval and Union signed execution of the collective bargaining agreement and MOU; no later than second pay period in January 2018 and no later than the second pay period in January 2019. Said amounts will not be added to an officer's base salary and shall not reoccur after the second pay period in January 2019. The one time equity bonus shall not be considered salary as defined under the Illinois Pension Code.

2. Retirement Identification Card

When provided with thirty (30) days' notice of an employee's pending retirement, the Village shall provide a retirement identification card to the employee on his/her last working day if the employee is retiring in good standing. This retirement identification card shall satisfy current State and Federal requirements governing retired law enforcement officers and concealed carry. When provided with less than thirty (30) days' notice of an employee's pending retirement, the Village shall provide the previously described identification card no later than 60 days from the date of retirement.

3. Professional Development

The Village shall meet to discuss the Department's training plan. There will be three Labor Management Meetings scheduled in 2017. The first meeting will be scheduled no later than the First Quarter of 2017.

4. Personnel and Related Files

The Village shall maintain the files described in Appendix A for bargaining unit employees.

5. Non-Precedential Effect

The Village and the Association acknowledge and agree that this Agreement is based solely on the specific provisions set forth herein. The parties further agree that this Agreement shall not bind them with respect to any future agreements. In addition, the parties agree not to submit this Agreement or the terms contained herein to any labor arbitrator or state or federal administrative or judicial court as evidence of the parties' alleged past practice regarding retirement identification cards, professional development programs, or personnel files.

6. No Amendment to the Collective Bargaining Agreement

The Village and the Association acknowledge and agree that nothing in this Agreement constitutes an amendment to or revision of the current CBA, or to any successor bargaining agreement, between the Village and the Association.

7. Effective Date

This Agreement is effective immediately upon execution and shall run through 12/31/19 by the authorized representatives of the Village and the Association as set forth below.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this ____ day of April 2017.

Dated: April ____, 2017

**Illinois Fraternal Order of
Police Labor Council**

By: _____
President

Dated: April ____, 2017

Village of Oak Park

By: _____
Village Manager

APPENDIX A PERSONNEL FILE

Confidential Department File

Located in the Executive Secretary to the
Police Chief's Office

Locked files

Accessible to Police Chief, Deputy Chief

Description

Copies of Prior Year's Evaluation

Copies of Current Year Discipline

Copies of Current Year Grievances &
Settlements

Copies of all Payroll Status Sheets

Copies of Secondary Employment Records

Copies of FMLA General Notice from HR

Retention

Rotating Annually

Remove Every February

Remove Every February

Remove Every Two Years -
February

Remove Every February

Review Annually

Comments

All discarded documents need to be sent to
HR/Department does not discard

Shift File

Not Confidential

Unlocked

Files Located in Sergeant's Office

Employees and Supervisors have access

Description

Exception to uniform approval – i.e. allergic to
wool, can't shave

Tardy Notices

Time off requests and response

Various requests, i.e. days off switch

Accomplishments, recommendations, etc.

Supervisor Notes

Retention

Need Revised or Confirmation
Every January

Remove every February

Remove every February

Remove every February

Remove every February

Permanent

Notes

All discarded documents need to be sent to
HR/Department does not discard

Training Files

Locked files

Located in Police Training Coordinator's Office

Description**Retention**

Academy Results

Permanent

Field Training Files

Permanent

Certificates of training

Permanent

In -Services Training Records

Permanent

Police Investigations Files

Locked files

Located in Internal Affairs Office

Description**Retention**

All investigation notes

Permanent

Notes

HR does not need copy

HR Only Records

Any type of medical note, allergy request, etc

All FMLA paperwork

List of medications