

**MEMORANDUM OF UNDERSTANDING  
SERGEANT AND LIEUTENANT'S 10 HOUR SHIFTS**

This Memorandum of Understanding (MOU) entered into as of this day of November, 2017 by the Village of Oak Park (Village) and the Illinois Fraternal Order of Police and the Oak Park Police Lieutenants and Sergeants Association (Union).

**WHEREAS**, the Union is the sole and exclusive collective bargaining representative for sergeants and lieutenants employed by the Village;

**WHEREAS**, the Union and the Village are parties to a collective bargaining agreement (CBA) with a current term of January 1, 2017 through December 31, 2019;

**WHEREAS**, the parties wish to have a written understanding on a one year pilot program for a 10-hour shift schedule;

**WHEREAS**, the parties wish to have a written understanding on how such a 10-hour shift schedule will operate and on how particular provisions of the collective bargaining agreement will be applied during the period for the assigned 10-hour shifts;

**WHEREAS**, the Village and the Union agree that this MOU shall not be considered part of the CBA;

**WHEREAS**, the Village and the Union agree that the bargain for status quo that has existed between the parties shall not be effected whatsoever by this MOU and shall not constitute a precedent in which either party may cite in any subsequent negotiations or interest arbitration proceedings; and

**NOW THEREFORE**, in consideration of the mutual covenants and understanding herein, the parties do agree as follows:

1. **Duration.** The parties agree the term of the pilot program and this MOU will be from January 7, 2018- February 3, 2019. Neither party will be under any obligation to maintain the pilot 10-hour shift schedule beyond January 7, 2018. The parties agree that they will meet no later than September 17, 2018 to determine whether to continue the pilot program beyond February 3, 2019. Nothing in this MOU shall bind the parties as to future terms if the pilot program is extended or if the 10-hour shift becomes permanent. If the MOU is not extended, the parties will revert back to the CBA that is in place at that time
2. **Terms of the Current Collective Bargaining Agreement.** All provisions of the parties' collective bargaining agreement will remain in full force and effect during the period of this MOU unless specifically modified by the provisions of this MOU.
3. **Work Day and Work Period.** The work schedule for Sergeants and Lieutenants assigned to patrol shall consist of shifts of ten (10) consecutive hours each. Sergeants and Lieutenants assigned to patrol will work 8 days during a fourteen-day schedule. The duty cycle schedule

will follow the 2018 Chicago Police Department (CPD) Operations Calendar (Appendix A). Refer to Appendix B for the “Day of Rotation per Day-Off Group” schedule 2018 .

Start Times for Sergeant and Lieutenants assigned patrol shall be:

Day Shift:	06:00-16:00 hours (early car)
Afternoon Shift:	14:00-0000 (one start time)
Night Shift:	20:00-06:00 hours (early car)

The work schedule for Sergeants and Lieutenants NOT assigned to patrol shall remain on shifts of eight (8) consecutive hours each.

4. **Basis for Calculating Overtime for all Hours Worked in Excess of Ten (10) Hours in a Workday.** Sergeants and Lieutenants assigned to 10-hour shifts shall be paid at 1 and ½ times their regular hourly rate of pay for any work performed in excess of ten (10) hours in a work day or in excess of eighty (80) hours in a fourteen (14) day pay period. All overtime must have prior approval of the Sergeant or Lieutenant’s immediate supervisor. For purposes of this MOU, hours worked shall include all hours considered for overtime under the CBA.

For sergeants and lieutenants not assigned to a 10-hour shift, the provisions of the CBA shall remain in effect for calculating overtime.

5. **Vacation.** There will be no change to the existing vacations or the applicable provisions of the CBA. It is understood that a one vacation pick consisting of (7) seven days will result in a deduction of 56 accrued vacation hours.
6. **Discipline.** All suspension days will be eight (8) hours in length. The sergeants and lieutenants may use compensatory time to make up the remainder of the 10-hour shifts.
7. **Lunches and Breaks.** Sergeants and lieutenants working a 10-hour patrol shift shall be entitled to a 45-minute paid lunch break and two 15-minute breaks with pay during their shifts. Lunches will be scheduled/permitted in accordance with current practices and are not guaranteed.
8. **Sick Leave.** Sergeants and Lieutenants assigned to a 10-hour shift shall have ten (10) hours of sick leave deducted for each whole workday they miss. This provision will be prorated accordingly where less than a whole workday is missed.
9. **Holidays.** Holidays (“H-Day”) will remain 8-hours long. Therefore for the purposes of this MOU, the thirteen (13) contractual H-Days will be converted to 104 hours. Sergeants and

Lieutenants assigned to patrol seeking compensation for taking a 10-hour H-Day will first exhaust their holiday hours for a 10-hour H-day and then will be permitted to use the remaining four (4) holiday hours in a single block. The Sergeant or Lieutenant may, at his or her discretion and subject to approval by a supervisor, use six (6) hours of compensatory time for the holiday hours..

10. **FTO Pay.** The Field Training Program shall generally consist of a 10-hour shift unless otherwise assigned by the Chief. Sergeants and Lieutenants working as FTO supervisors on a shift shall receive an additional 1.25 hours of pay at their overtime rate.
11. **Watch Commander Pay.** Sergeants and Lieutenants working 10 hours shifts as Watch Commanders shall receive an additional 1.75 hours of pay at their overtime rate. However the additional 1.75 hours will be pro-rated based on actual time served as Watch Commander during the course of that shift. Sergeants and Lieutenants working as Watch Commander for eight (8) hour shifts shall be compensated according to the current CBA.
12. **Death in the Family.** There will be no change to the existing Funeral Leave or the applicable provisions of the CBA.
13. **Pilot Monitoring and Issue Resolution.** The parties will establish a labor-management committee composed of equal representation to monitor the pilot program and to address any issues or complaints arising out of the pilot or the MOU. The committee will meet no less than quarterly during the pilot's one year term. The committee may also meet more frequently as needed to address an issue or a complaint arising out of the pilot or this MOU. The parties agree this process will be used to address complaints or grievances relative to the terms of this MOU and/or the pilot program implementation. In the event the complaint or grievance cannot be resolved after being addressed by the labor-management committee, the Union and/or the member may avail themselves of applicable rights under the CBA grievance procedure. For purposes of the CBA grievance procedure, time lines for the filing and processing of a grievance will be adjusted to allow for the labor-management committee to address the complaint or grievance first.

This is the complete understanding between the parties regarding the implementation of a pilot 10-hour shift for 2018.

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For  
the Village of Oak Park

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For the Illinois Fraternal Order of Police Labor  
Council representing the Oak Park Lieutenants  
and Sergeants Association

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Date

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Date