



**ILLINOIS FOP
LABOR COUNCIL**

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Village of Stickney (“Village”), and the Illinois Fraternal Order of Police Labor Council (“Union”) on behalf of the Patrol, Corporal and Sergeant Divisions of the Police Department, only, parties to a collective bargaining Agreement (“CBA”) which CBA has been filed with the Illinois Labor Relations Board, State Panel.

WHEREAS, the parties have conferred regarding modifications of the terms and conditions set forth in the existing CBA (May 1, 2014 through April 30, 2017) relative to the Patrol, Corporal and Sergeant Division only;

WHEREAS, the parties have reached certain understandings between them; and

WHEREAS, the parties now desire to reduce those said understandings to writing.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Section 20.3: Hours of Work

An employees’ normal work day shall consist of twelve (12) consecutive hours of work, the normal work schedule shall consist of not more than eighty-four (84) hours per fourteen (14) day work cycle. Each twelve (12) hour work day shall be interrupted by a thirty (30) minute paid lunch break and three (3) fifteen (15) minute coffee breaks;

2. Section 20.8: Overtime Compensation

All hours worked in excess of the normal twelve (12) hours per day shall be compensated at the overtime rate of time and one half (1 1/2) times the employees regular hourly rate of pay or compensatory time equivalent (at the employees option) For

purposes of calculating overtime, all compensated hours shall be considered hours worked;

3. Section 20.9: Overtime Assignment

Available overtime assignments will be distributed to employees in the following manner.

When the occasion for overtime arises, it shall be offered to the fulltime bargaining unit members by seniority who are working at the time such assignment becomes available on the basis of job assignment (i.e.: Sergeant, Patrol Officer), if it is with sixteen (16) hours or less notice. The shift immediately preceding the shift where the overtime is required will be responsible for the first six (6) hours of overtime. The shift immediately succeeding the shift where the overtime is needed shall be responsible for the concluding six (6) hours of overtime. It shall be offered to the fulltime bargaining unit member, of each respective shift, with the most seniority who shall have the right of first refusal. If refused, it shall then be offered to bargaining unit members in descending order of seniority. If the overtime assignment still remains available, the supervisor shall then require a member by inverse seniority (excluding probationary employees) to work the overtime.

When overtime becomes available and the Employer has over sixteen (16) hours notice, it shall be offered to the fulltime bargaining unit members by seniority in the police department and in accordance with the paragraph set forth above.

All overtime shift assignments will be equally split among bargaining unit members in accordance with the policy above. No such overtime assignment will occasion the employee to be forced to work in excess of eighteen (18) consecutive hours on a twelve (12) hour schedule day;

4. Section 21.1: Paid Sick Time

Employees within the Patrol, Corporal and Sergeant Division shall receive paid sick time on an annual basis, in accordance with the employee's anniversary date and the schedule listed below:

Years of Service

3 Months1 Year
1 Year 3 Years
3 Years 6 Years
6 Years 10 Years
10 Years 15 Years
Over 15 Years

Sick Days

4 work days.....(48 hours)
10 work days....(120 hours)
11.5 work days..(138 hours)
16.5 work days..(198 hours)
22 work days....(264 hours)
27 work days....(324 hours)

5. Section 21.2: Illness Bank

If an employee suffers an illness or injury that exceeds the employees annual sick leave allowance for that year, the employee can elect to utilize his/her illness bank to provide paid sick leave to the employee for the duration of the illness or injury, or until such leave is exhausted, subject to the provisions set forth in Section 21. 3.

All unused and accumulated paid sick time that remains in an employees' annual allocation shall be placed in a separate illness bank for that employee. Such bank shall have a maximum allowance of one thousand two hundred (1,200) hours. At the employee's option, three hundred twenty (320) hours of unused sick time can be used toward retirement (but such time, if not utilized toward retirement, shall not be compensated for), provided that the employee, where reasonably practical, gives the Village six (6) months advance notice of his or her intent to retire. Any remaining sick time cannot be used toward retirement, and the employee will not be compensated for such remaining time upon his or her termination of employment;

6. Section 22.2: Holiday Compensation

All employees within the Patrol, Corporal and Sergeant Division shall receive eight (8) extra hours of pay, of which shall be added to their base salary, or compensation time off (at the employee's option) for each of the holidays listed in Section 22.1, whether or not the employee works on the holiday. In addition, employees working on any of the holidays provided for in Section 22.1 above shall receive time and one-half their straight time hourly rate of pay for all hours worked on said days;

7. Section 22.3: Personal Days

In consideration of the employees (Patrol, Corporal and Sergeant Division) who work a twelve (12) hour day, the Village agrees to grant each employee working such schedule six (6) personal days (seventy-two (72) hours) each year. The selection of personal days off will be authorized at one (1) personal day per every two months, unless approved by a supervisor. Bargaining unit members selecting personal days off will be done in accordance with their seniority and unit of assignment;

8. Section 23.3: Vacations

The following paid vacation leave schedule for the Patrol, Corporal and Sergeant Division is in effect. Employees will make their vacation selections on the basis of departmental seniority within their assigned unit of work. (i.e.: patrol, dispatch, supervisors)

More than 1 Year but less than 2 Years4 Days (48 hours)
More than 2 years but less than 5 years8 Days (96 hours)

More than 5 years but less than 15 years	12 Days (144 hours)
More than 15 years but less than 20 years	16 Days (192 hours)
More than 20 years but less than 25 years	20 Days (240 hours)
25 years and over.....	24 Days (288 hours)

9. The parties intend that claimed failures to abide by the terms of this Memorandum of Understanding may be addressed through the Grievance Procedure set forth in the CBA;

10. The parties agree and understand that the provisions contained within this Memorandum of Understanding, and amendments to the CBA, are agreed to for the trial implementation of a twelve (12) hour shift schedule and that they shall not be deemed a "past practice" nor be deemed to bind either party from asserting a different position, or reverting to the original contract language, upon expiration of this Memorandum of Understanding or in any future negotiation of a successor collective bargaining CBA.

11. The parties agree that this Memorandum of Understanding shall be effective January 1, 2017 and shall expire at 23:59 hours (11:59 p.m.) on April 30, 2017, or until such time as the approval of a successor Agreement is attained.

**Illinois Fraternal Order of Police
Labor Council**

Village of Stickney

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By: _____

Date: _____

Date: _____

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