Collective Bargaining Agreement

Between

The Illinois FOP Labor Council Representing the Records Technicians I

And

The Village of Dolton

Effective May 1, 2013- April 30, 2018
PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF DOLTON, ILLINOIS (hereinafter referred to as the "Village") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the "Council"), has as its basic purpose the promotion of harmonious relations between the Village and the Council; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire Agreement covering rates of pay, hours of work, terms and conditions of employment applicable to bargaining unit employees. In consideration of the mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

SECTION 1.1 RECOGNITION

Pursuant to the certification by the Illinois State Labor Relations Board in Case No.S-RC-95-11, the Village recognizes the Council as the sole and exclusive collective bargaining representative for all full-time Records Technicians I but excluding the Chief, the Assistant Chief of Police, Supervisors, Confidential or Managerial Employees, Secretaries and Clerical Employees of the Police Department and the Village.

In the event that the positions of Chief Clerk and Assistant Chief Clerk are filled by bargaining unit members, then, in that event, the employees so appointed shall continue to remain bargaining unit members.

The Telecommunicator I Position has been eliminated from this bargaining unit effective January 1, 2006.

SECTION 1.2 PROBATIONARY PERIOD

The probationary period shall be eighteen (18) months in duration. Time absent from duty or not served for any reason except for permitted Personal Days and Time Due shall not apply toward satisfaction of the Probationary Period. The probationary period refers to employment status only, and allows the employee to be credited and receive sick leave time prior to the completion of the probationary period. During the probationary period, an employee is entitled to all rights, privileges or benefits under this Agreement, except that the Employer may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise to contest such suspension or discharge.

SECTION 1.3 FAIR REPRESENTATION

The Council recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Council.

SECTION 1.4 COUNCIL OFFICERS

For purposes of this Agreement, the term "Council Representatives" shall refer to the duly elected representatives of the Council. All formal notifications to the Council shall be addressed to Illinois FOP Labor Council, one (1) to the appropriate Dolton Police Department representative and one (1) to a Unit
ARTICLE II
NON-DISCRIMINATION

SECTION 2.1 EQUAL EMPLOYMENT

The Village will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

SECTION 2.2 NON-DISCRIMINATION

The Village shall not discriminate against employees and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, gender, sexual orientation, age, religion, national origin, or disability in accordance with the American's with Disabilities Act guidelines, whether actual or perceived, of the employee; nor shall the Village discriminate against employees as a result of activities on behalf of the Council membership or exercise of constitutional rights. The employer agrees to comply with all applicable laws. Employees shall not be transferred, assigned or re-assigned or have any of their duties changed for reasons prohibited by this Section.

ARTICLE III
UNION SECURITY AND RIGHTS

SECTION 3.1 UNION MEMBERSHIP

Employees covered by this Agreement are free to join the Council or not join, as the individual employee so elects. Neither the Village nor the Council will interfere with employee free choice to join or not join.

SECTION 3.2 FAIR SHARE

Any employee who chooses not to be a member of the Council or who fails to authorize dues deduction shall be required to pay a fair share (not to exceed the amount of the Council dues) of the cost of the collective bargaining process and contract administration. For those employees who are not members and/or who have not authorized dues deduction as of the date of the signing of this Agreement, the fair share provision shall be effective as of the first day of the month the contract is actually signed. The Village shall deduct fair share amounts from employees' paychecks as required by this Article to the extent permitted by law and remit said amounts to the Council by the 15th of the month following deduction.

In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by this Section on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction; provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Council. For this purpose, the Council shall certify
to the Village the names of all employees covered hereby who are relieved of the obligation to pay a fair share fee by virtue of this Section; and it shall be the sole obligation of the Council to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a fair share fee involuntary deduction.

SECTION 3.3 DUES CHECKOFF

While this Agreement is in effect, the Village will, on a membership basis, deduct from the paycheck of each employee, regular monthly Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check off authorization, attached hereto and made part of this Agreement as Appendix "A". If a conflict exists between the check off form and this Article, the terms of this Article and Agreement control. Dues shall be remitted to the Council by the 15th day of the month following the deductions. Any Council member desiring to revoke the dues check off may do so by written notice to the Village at any time during the thirty (30) day period prior to the annual anniversary date of the contract, in each year during the term of the contract. The Council may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the term of this Agreement. The Council will give the Village thirty (30) days notice of any change in the amount of uniform dues to be deducted. Dues deduction forms shall be sent directly to the Village’s treasury department.

SECTION 3.4 COUNCIL INDEMNIFICATION

The Council shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

SECTION 3.5 COUNCIL USE OF BULLETIN BOARD

The Village shall provide the Council with designated space on available bulletin boards or provide bulletin boards on a reasonable basis, where none are available for purposes of the Council. The items posted shall not be political, partisan, defamatory or inflammatory in nature. The Union agrees to limit postings to this bulletin board.

SECTION 3.6 ACTIVITY DURING WORKING HOURS

Employees shall, after giving appropriate notice to the Village, be allowed reasonable time off, with pay, during working hours, to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Village if, by virtue of their position with the Council, their attendance is necessary.

SECTION 3.7 ACCESS TO WORKSITES COUNCIL REPRESENTATIVES

The Village agrees that a representative from the Labor Council shall have reasonable access to premises of the Village upon appropriate notice to the Village.

SECTION 3.8 DELEGATES
Any Employee(s) chosen as delegates to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting shall be allowed use of available time off options to attend any such meetings or seminars.

SECTION 3.9 JUST CAUSE STANDARD

Non-probationary employees covered by this Agreement shall not be suspended or discharged without just cause.

SECTION 3.10 REPRESENTATION

A council representative shall be allowed to attend or otherwise represent any employee being questioned, interviewed or investigated if the employee reasonably believes the results may lead to disciplinary action of the employee. Any interview, interrogation or meeting shall be delayed to allow the employee an opportunity to have Council representative(s) present. However, no delay shall exceed seventy-two (72) hours, excluding Saturdays, Sundays and Holidays observed by the Department, unless otherwise mutually agreed to in writing.

SECTION 3.11 SENIORITY

From and after the effective date of this contract seniority shall be defined as the employee’s length of continuous service with the Village of Dolton since the employee’s last date of hire as a full time employee. In the case where two (2) or more employees are hired on the same day, a coin flip shall determine the order of seniority. A current seniority list shall be appended to this agreement.

ARTICLE IV
LABOR-MANAGEMENT CONFERENCES

SECTION 4.1 MEETING REQUEST

The Council and the Village agree that in the interest of efficient management and harmonious employee relations, quarterly meetings shall be held, if requested by either party to this Agreement, and more frequently if mutually agreed upon by the parties hereto. Such quarterly meetings may be requested by either party at least seven (7) days in advance by placing in writing, a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

A. Discussion on the implementation and general administration of this Agreement;
B. A sharing of general information of interest to the parties; and
C. Notifying the Council of changes in conditions of employment contemplated by the Village which may affect employees.

Requests for labor-management meetings will not be unreasonably denied by either party.
SECTION 4.2 CONTENT

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

SECTION 4.3 ATTENDANCE

Attendance at labor-management meetings by Employees who have positions with the Council shall be voluntary on the Employee's part. Attendance during such meetings shall not be considered time worked for compensation purposes, except that, if the parties agree to schedule a meeting during an Employee's regular straight-time shift, the employee shall be compensated for time lost from the normal straight-time workday. Employee's whose attendance will create an overtime situation, or who are working an overtime shift shall not be permitted to attend.

ARTICLE V
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its Employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ Employees; to schedule and assign work; to establish reasonable work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel in the Department; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge Employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE VI
GRIEVANCE PROCEDURE

SECTION 6.1 DEFINITION

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Employer involving an alleged violation of an express provision of this Agreement. Any dispute or difference of opinion concerning the imposition of discipline may be submitted to the grievance procedure or the Civil Service Commission at the discretion of the affected employee.

Provided however that the following limitations of access to the grievance procedure regarding discipline shall apply:
1. If the discipline imposed by the Chief of Police is up to and including five (5) days, then, in that event, the employee may utilize the grievance procedure up to but excluding arbitration. The employee may only utilize one (1) procedure, either grievance or appeal to the Civil Service Commission, not both.

2. For discipline in excess of a five day suspension, or in the event of a discharge, the Employee may appeal directly to the Civil Service Commission of Dolton or utilize the Grievance/Arbitration Procedure.

3. If at any time the Civil Service Commission of the Village of Dolton ceases to exist, then, in that event, the appeals provided for herein shall be made to the Board of Fire and Police Commissioners of the Village of Dolton.

4. In the event that neither the Civil Service Commission or the Board of Fire and Police Commissioners of Dolton accept such appeals, or if neither the Civil Service Commissioners or the Board of Fire and Police Commissioners are in existence and functioning, then, in that event, the parties hereto agree that the matter shall be submitted to binding arbitration.

**SECTION 6.2 GRIEVANCE PROCEDURE**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance. A grievance shall be processed as follows:

**STEP 1:**  
**Pre Grievance Hearing:** By discussion between the employee accompanied by one (1) Council representative if the employee so desires, and the immediate supervisor who is not a member of the bargaining unit. The supervisor shall answer within seven (7) calendar days of this discussion. Provided, however, that Council grievances shall commence at Step 2 of the Grievance Procedure.

**STEP 2:**  
**Appeal to Chief:** If the grievance is not settled in Step 1, the Council may, within ten (10) calendar days following receipt of the Immediate Supervisor's answer, file a written grievance with the Chief of Police signed by the Employee and one (1) Council Representative on the Form attached hereto and made part hereof as Appendix (B), setting forth the nature of the Grievance and the contract provision(s) involved. The Council Officers (or a majority thereof), an outside representative of the Council, if the Council deems appropriate, and the Chief or his designee will discuss the grievance at a mutually agreeable time. The Chief or his designee may have other persons present whom the Chief or his designee determines appropriate. If no agreement is reached in such discussion, the Chief or his designee will give his answer in writing within ten (10) calendar days of the discussion.

**STEP 3:**  
**Request For Review By Trustee Of Police:** If the answer of the Chief or his designee is not acceptable, the Grievant or Council may, within fourteen (14) calendar days, submit a written explanation of its position to the Village Trustee who is designated by the Village to be the elected official responsible for Police matters. If the Trustee declines to review the grievance (e.g., because he does not choose to become involved in a Department matter), the Trustee shall not answer and the Council may appeal to Arbitration. If the Trustee elects to become involved, the Trustee shall submit a written answer within fourteen (14) days. If the Trustee so elects, he
and/or his designee may meet with the Council Representatives (or a majority thereof) accompanied by an outside Council representative, if appropriate, prior to submitting an answer.

SECTION 6.3 ARBITRATION

If the grievance is not settled in Step 3 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Trustee's written answer or if the Trustee elects not to answer within thirty (30) days after the fourteen (14) day period for the Trustee to consider submitting an answer.

A. The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. The Village and the Council shall alternately strike names from the panel and the person remaining shall be the arbitrator. The parties shall toss a coin to determine which party strikes the first name.

B. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.

C. The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.

D. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

E. More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

F. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

SECTION 6.4 LIMITATIONS ON AUTHORITY

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

SECTION 6.5 TIME LIMIT FOR FILING

If a grievance is not presented by the employee or the Council within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee or the Council. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered
settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Council may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

SECTION 6.6 PROGRESSIVE AND CORRECTIVE DISCIPLINE

The Employer agrees to use its best efforts to follow the tenets of progressive and corrective discipline. The Employer's agreement to use its best efforts to utilize progressive and corrective disciplinary action does not require the Employer in every case to impose progressive discipline. Once the measure of discipline is determined and imposed, the Employer shall not increase it.

ARTICLE VII
NO STRIKE - NO LOCKOUT

SECTION 7.1 NO STRIKE

Neither the Council nor any employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of employee or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

SECTION 7.2 NO LOCKOUT

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Lodge.

SECTION 7.3 PENALTY

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 7.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

SECTION 7.4 JUDICIAL RESTRAINT

Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.
ARTICLE VIII
HOURS OF WORK AND OVERTIME

SECTION 8.1 APPLICATION OF ARTICLE

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

SECTION 8.2 NORMAL WORKWEEK AND WORKDAY

The normal workweek shall average forty (40) hours per week, but in some weeks, employees shall work more than forty (40) hours and some weeks less than forty (40) hours.

The normal workday for payroll and overtime pay computation purposes shall be eight (8) hours, which shall include the shift and the rest and lunch periods set forth in Section 13.4. The shifts, workdays and hours to which employees are assigned shall be stated on a Departmental Work Schedule. Should it be necessary in the interest of efficient operations to establish different shift starting or ending times or schedules, the Village will give notice of such change to the individuals affected, provided, however, that such changes shall not be implemented solely for the purpose of avoiding overtime.

Vacation time, Holidays, Personal Days, actual hours worked and paid time due, as defined in Section 8.4, shall be considered as hours worked for the purpose of calculating overtime.

SECTION 8.3 OVERTIME PAYMENT

Employees shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of eight (8) consecutive hours in a scheduled day, provided the Employee works eighty (80) hours in a bi-weekly payroll period. For purposes of calculating overtime, all compensated hours except sick time shall be considered hours worked.

Work needs created by Time Due and Personal Day requests shall be presumed to not create overtime if requested a minimum of seven (7) days prior to the date of use, unless a documented emergency arises. Requests made at least seven (7) days prior to the date of use shall not be denied so long as the shift may be filled through scheduling without use of overtime. Such work needs shall be filled through the utilization of Part-Time Employees who have not reached thirty two (32) hours of time worked or offered for work in a week or sixty-four (64) hours in a bi-weekly period, offered for work. Thereafter, such opportunities shall be offered to full-time Employees.

Work needs created by Time Due and Personal Day requests shall be presumed to create overtime if requested than seven (7) days prior to the date of use and may, in the sole discretion of the Chief or his designee, be denied if the shift cannot be filled through scheduling without the use of overtime or through the utilization of Part-Time Employees who have not reached thirty-two (32) hours of time worked or offered for work in a week or sixty-four (64) hours in a biweekly period, offered for work.

SECTION 8.4 PAID TIME DUE

Employees may accrue and utilize time due (compensatory time) up to a maximum of forty-eight (48) hours in any year. An employee's request to schedule time due off shall be granted, so long as the staffing is satisfied by
obtaining any needed replacement. Time due earned beyond the forty-eight (48) hours utilized shall be accrued and carried over to the next year. Time shall be taken in two (2) hour increments unless otherwise approved.

SECTION 8.5 OVERTIME WORK

All overtime employment opportunities shall first be offered to bargaining unit members on a seniority basis within their appropriate department. Employees contacted for overtime shall have thirty (30) minutes to respond to the offer of overtime, except that the thirty (30) minute response time may be shortened in emergency situations as determined by the police chief or his designee. In the event that all full-time bargaining unit members decline the overtime opportunity, such overtime shall be offered to part-time employees. If all part-time employees decline the overtime opportunity, then, in that event, the Chief of Police or his designees shall have the right to require overtime on the part of full-time bargaining unit members on duty based upon seniority with the least senior being first required to work the mandatory overtime.

SECTION 8.6 PRE-SCHEDULED OVERTIME

Overtime opportunities offered in conjunction with the posting of regular periodic work schedules shall be distributed in the following manner:

A. More than Ten (10) Overtime Openings Posted
   Bargaining unit employees shall select two (2) pre-scheduled overtime openings on a rotating seniority basis until all openings are filled.

B. Ten (10) or Less Overtime Openings Posted
   Bargaining unit employees shall select one (1) pre-scheduled overtime openings on a rotating seniority basis until all openings are filled.

Any bargaining unit member asserting a violation of this Section by another bargaining unit member may grieve such alleged violation, in writing, to the Chief of Police or his designee for remedial action only. Such grievance shall follow the time limits specified for the filing of Grievances as provided in this Collective Bargaining Agreement. The remedial action taken by the Chief of Police or his designee shall not be subject to any Grievance or Grievance Procedure.

Alleged violations of this Section by the administration of the Department shall be grieved pursuant to the provisions of the Grievance Article of this Collective Bargaining Agreement.

SECTION 8.7 CALL BACK

An employee covered by this Agreement who is called back to work when off duty shall receive a minimum of two (2) hours at the time and one-half rate. An employee called back due to his or her own mistakes shall be compensated at straight time.

SECTION 8.8 NO PYRAMIDING

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.
SECTION 8.9 SCHEDULE

Employees will be assigned to one of three shifts by the Chief of Police or his designee.

(a) Once made, shift assignments shall continue unchanged for a period of one (1) month.
(b) Shift assignments shall rotate every month thereafter, provided that, once assigned to a shift for a one month period, an employee will not be arbitrarily moved or reassigned to a different shift.
(c) Upon the completion of the one (1) month period, the Employee will move to the next shift for the following month.
(d) Except for Employees assigned to special assignments, Employees will move equally among Days, Afternoons, and Midnights.
(e) The Employer will determine whether the shifts will rotate forward or backward (i.e. Days to Afternoons to Nights or Days to Nights to Afternoons), but once such rotation has been established, it shall not be changed except by mutual agreement.

Current schedules in effect shall remain unless changed or modified pursuant to Section 8.10, Alternate Schedule.

SECTION 8.10 ALTERNATE SCHEDULE

The Employer and Council agree that alternate scheduling plans may be considered and implemented by the Employer. Any such plan shall be based upon the reasonable needs of the Department. The Employer agrees, that before the implementation of any such alternate scheduling plans, it shall notify the Council and meet and discuss such plans.

SECTION 8.11 SHIFT-EXCHANGE

Shift exchanges between full-time Employees and part-time Employees for full shifts or four (4) hour parts thereof shall be allowed, provided, that no overtime shall be created within the same shift. The exchanging Employees shall not be called nor ordered for any overtime opportunities which occur during such a shift exchange shift.

Any shift exchanging employee, who calls in sick, shall not be entitled the use of accrued, but unused Sick Pay.

SECTION 8.12 COUNCIL SECURITY

The Employer and the Council agree that, except as provided in this Collective Bargaining Agreement, part-time employees shall not be used to diminish bargaining unit work, consistent with the provisions of this Agreement.

ARTICLE IX
HOLIDAYS

SECTION 9.1 HOLIDAYS
Effective January 1, 2014 in lieu of paid holidays, employees shall receive twelve (12) vacation days annually, to be scheduled as additional vacation time off at the employee’s discretion subject to the provisions of Article X, Section 10.3, Vacationing Scheduling and the policy of the Department.

ARTICLE X
VACATIONS

SECTION 10.1 PAID VACATIONS

Employees who, as of their anniversary date each year, attain the years of continuous service in the following table, shall receive vacation with pay as follows:

<table>
<thead>
<tr>
<th>CONTINUOUS SERVICE</th>
<th>VACATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 YEAR</td>
<td>2 WEEKS</td>
</tr>
<tr>
<td>6 YEARS</td>
<td>3 WEEKS</td>
</tr>
<tr>
<td>15 YEARS</td>
<td>4 WEEKS</td>
</tr>
</tbody>
</table>

This schedule shall have retroactive effect for the current vacation pick.

SECTION 10.2 VACATION PAY

A week’s vacation pay shall be calculated on the basis of forty (40) hours at the employee's regular straight-time rate at the time the vacation is taken.

SECTION 10.3 VACATION SCHEDULING

Vacations shall be scheduled on a year round basis and there shall be no accumulation of vacation time from year to year, unless the Employee is prevented from using vacation time at the request of the Employer. In that event, vacation must be used within six (6) months of the anniversary date. The Employer shall schedule vacations and determine the maximum number of Employees who may be on vacation at any one time taking into account the needs of the Department, Employee advance requests, and Employee seniority. Vacation may be taken in single day increments at the discretion of the employee. Bargaining Unit Employees who chose to utilize individual days must inform their superiors during the first selection period.

SECTION 10.4 VACATION SELECTION

Bargaining Unit Employees shall make their selections of vacation weeks for the ensuing calendar year according to seniority and within the schedule provided below:

1. FIRST SELECTION PERIOD: Commencing on the first Monday in October to and including the 21st day thereafter, vacations may be selected on the basis of seniority.

2. SECOND SELECTION PERIOD: Commencing on the day after the conclusion of the First Selection Period, for a period of twenty-one (21) days, there shall be selection of vacation time off granted for holidays, on the basis of seniority.
THIRD SELECTION PERIOD: Commencing on the day after the conclusion of the Second Selection Period, for a period of a twenty-one (21) days. Bargaining Unit Members who choose to utilize up to five (5) days individually shall select days by seniority.

FOURTH SELECTION PERIOD: Commencing on the day after the conclusion of the Third Selection Period, an open selection period shall commence for all remaining weeks and/or days, without regard to seniority.

ARTICLE XI
SICK LEAVE

SECTION 11.1 PAID SICK LEAVE

Effective November 1, 2008, Employees shall accrue sick time at a rate of one (1) day per month, twelve (12) days per year. Employees shall be permitted to accrue sick leave from year-to-year, to a maximum of one-hundred and twenty (120) sick leave days.

Employees shall be allowed to utilize up to seven (7) sick days per year without excuse. Employees shall be required to submit a doctor's statement as set forth below when utilizing sick time:

a) After an employee has utilized more than seven (7) days per year, the employee shall be required to see the doctor within three (3) days of the day(s) off sick (by way of example, if an employee who has already used all seven (7) sick days if off sick on a Monday, the employee must see the physician by Wednesday; if the employee is off sick Wednesday and Thursday, the employee must see the physician by Saturday; or

b) If at any time an employee utilizes three (3) or more consecutive sick days, then the employee must see the physician and obtain a release to work before returning to work.

c) The Chief of Police may require a doctor's statement more frequently.

The doctor's statement may be submitted using any form or format the employee's personal physician deems appropriate, provided the information clearly indicates the first day the employee was off work, the date the employee is to return to work, the reason the employee was off work, and the date that the employee saw the doctor.

There shall be no light duty work assignments for non-job related illnesses or injuries. Employees who fail to contact their Supervisor for three (3) consecutive work days as described herein are considered to have voluntarily resigned from employment by the Village.

After thirty (30) consecutive calendar days of sick leave, the employee shall apply to IMRF Temporary Disability and/or by the Standard Insurance Company Policy. During this period, seniority shall continue to accrue and the employee shall be responsible for co-payment of insurance premiums as provided for in this Agreement. During this disability period, the employee shall not accrue vacation days. Upon return to eligibility for work, the employee shall return to their job if such is available. In the event that the position is not available, the employee shall go on layoff status.
Sick days shall be taken in no less than one-half (1/2) day increments. If the absence is for four (4) hours or less, the employee shall be charged for one-half (1/2) sick day. If the absence is for more than four (4) hours, the employee shall be charged a full sick day.

SECTION 11.2 SICK LEAVE BUY BACK

When an employee retires, or resigns from employment with the Village, the employee shall be paid for fifty percent (50%) of all accrued, but unused sick days remaining.

ARTICLE XII
LAYOFF AND RECALL

SECTION 12.1 LAYOFF

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in accordance with their length of service as provided in 65 ILCS 5/10-2.1-18, however, all temporary, probationary and part-time employees shall be laid off prior to implementing layoffs of bargaining unit members. Provided, however, that no person or persons shall perform the duties of any bargaining unit employee who is on lay-off status, except in cases of emergency as determined by the Department.

Except in an emergency, no layoff will occur without at least thirty (30) calendar day’s notification to the Council. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

SECTION 12.2 RECALL

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled with limited further training.

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employees by certified or register mail with a copy to the Council, provided that the employee must notify the intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address. If the employee has moved, it is the obligation of the employee to provide the Village with a current mailing address within ten (10) days of the date of the move or earlier, if possible, by registered mail. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE XIII
WAGES AND OTHER BENEFITS

SECTION 13.1 WAGE RATES AND RETROACTIVITY

The existing Wage Schedule (Appendix C) shall be increased as follows:
<table>
<thead>
<tr>
<th>Year Beginning</th>
<th>Percentage Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2013 – April 30, 2014</td>
<td>0.0%</td>
</tr>
<tr>
<td>May 1, 2014 – April 30, 2015</td>
<td>3.0%</td>
</tr>
<tr>
<td>May 1, 2015 – April 30, 2016</td>
<td>3.0%</td>
</tr>
<tr>
<td>May 1, 2016 – April 30, 2017</td>
<td>3.0%</td>
</tr>
<tr>
<td>May 1, 2017 – April 30, 2018</td>
<td>2.0%</td>
</tr>
</tbody>
</table>

Wage increases for employees will become effective on their respective anniversary dates which fall within the Contract years which commence May 1, 2013, May 1, 2014, May 1, 2015, May 1, 2016 and May 1, 2017.

SECTION 13.2 PERSONAL LEAVE DAYS

Employees shall be eligible for four (4) Personal Leave days annually. Personal days must be taken in full day increments and will be scheduled based on the Employee's request and approved by the Chief of Police or designee, which shall be final. Personal days shall not accumulate or carry over year to year.

SECTION 13.3 PAY DAY

Employees will be paid every two (2) weeks.

SECTION 13.4 BREAKS

Each employee shall be allowed one (1) thirty (30) minute, uninterrupted meal period during their work shift (eight (8) consecutive hours of work). Employees will be allowed to take two (2) other fifteen (15) minute breaks as long as they are not out of service and properly perform their assignments.

Employees may add the two (2) fifteen (15) minute breaks to the thirty (30) minute lunch break and take a one (1) hour lunch break outside of the building provided, however, that they log out and in on time sheets and/or by use of the police radio procedure.

"In the event that the Employer requires the employee to work their lunch break due to the need of the Department, then, in that event, upon the employee's written consent, such employee shall be paid one and one-half (1-1/2) times their regular rate for that thirty (30) minute period."

SECTION 13.5 UNIFORM ALLOWANCE

Newly hired employees shall be supplied uniforms which the department determines. Employees who have completed the probationary period shall receive an annual cash uniform allowance of $450.00 payable fifty percent (50%) in June and fifty percent (50%) in November. Employees are required to maintain their uniforms in a professional fashion at all times.
SECTION 13.6 LONGEVITY PAY

In addition to, and added to, the wage schedule as provided in Section 13.1 of this Article, employees shall receive longevity in the amount of $1,000.00 when an employee completes 5, 10, 15, 20, 25 and 30 years of service.

SECTION 13.7 SAFETY INCENTIVE

If the Chief of Police determines that an employee has no chargeable accident in any quarter of a calendar year, that Employee will receive two (2) hours per quarter for each quarter without a chargeable accident. Safety time can be taken in no less than two (2) hour increments within the year subsequent to the year of accrual.

SECTION 13.8 TRAINING PAY

Employees who train other bargaining unit members shall be compensated at a rate of one (1) hour of overtime pay for each shift in which such training is conducted. Training must be of Bargaining Unit members between the employee’s date of hire and the date the Employee is released from training by his Supervisor. Prior approval of the Supervisor must be obtained before training and must be documented.

ARTICLE XIV
LEAVES OF ABSENCE

SECTION 14.1 UNPAID DISCRETIONARY LEAVES OTHER THAN FMLA

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave.

SECTION 14.2 APPLICATION FOR LEAVE

Any request for a Leave of Absence shall be submitted, in writing, by the Employee to the Police Chief or his designee, far in advance as practicable and the Chief of Police will submit a copy to the Board of Fire and Police Commissioners. The request shall state the reason for the Leave of Absence and the approximate length of time off the Employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his Immediate Supervisor and it shall be in writing.

SECTION 14.3 MILITARY LEAVE

Military leave shall be granted in accordance with applicable State and Federal law.

SECTION 14.4 BEREAVEMENT LEAVE

In the event of death in the immediate family (defined as the Employee's legal spouse, children, step-children, adopted children, grandchildren, parents, parents of spouse and step-parents, brother and sister, Employee's grandparents, and brother-in-law and sister-in-law), an Employee shall be granted three (3) consecutive work days as Bereavement Leave if the Employee attends the funeral or services in lieu of a funeral. In case of the
death of an Employee’s Aunt or Uncle, the Employee shall be granted one (1) workday if the Employee attends the funeral or service in lieu of a funeral.

If the funeral occurs on days which are not consecutive work days, no additional work days shall be awarded for funeral leave beyond the term of the entire funeral. An employee, if requested may be required to provide satisfactory evidence of the death of a member of the immediate family. If an employee is on other approved leave and a death occurs as shown above, the employee shall not receive bereavement leave to replace the time off.

SECTION 14.5 LEAVE FOR ILLNESS, INJURY OR PARENTING

A. In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or parenting, the Village may grant a leave of absence without pay during which time seniority shall accrue for so long as the employee is unable to work. For a work-related injury, compensable under workers' compensation, an employee shall accrue seniority for the entire leave.

B. To qualify for such leave, the employee must report the illness, injury or inability to work because of parenting as soon as the illness, injury or parenting is known, and thereafter furnish to the Police Chief or his designee a Physician's written statement showing the nature of the illness, injury or state of parenting and the estimated length of time that the Employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctors at the end of every forty-five (45) day interval.

C. Before returning from leave of absence for injury, illness or parenting, or during such leave, the employee, at the discretion of the Village, may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness, non job related injury or parenting will, under no circumstances, be granted until an Employee's entire accrued, but unused paid leave is first exhausted.

SECTION 14.6 FAMILY MEDICAL LEAVE ACT

Employees shall be covered by the Family Medical Leave Act of 1993, as amended, and shall be eligible for twelve (12) weeks of leave, paid or unpaid, combined for calendar year in the event of a birth, adoption, or foster care of a child, or a serious health condition of an Employee or an Employee's immediate family or a health condition rendering the Employee unable to perform the duties required.

Employees must provide the Employer thirty (30) days notice if possible, before taking such Leave or notify the Employer as soon as practical. Before going on Unpaid Leave status, an Employee must use, at the Employee's choice, any and all time off options including Sick Time (for the employee only), however, the employee shall have the option, after thirty (30) days Leave, to remain on Family Medical Leave or receive the full benefits granted by the present IMRF.

The Employer agrees to provide health care coverage pursuant to this Agreement for Employees who are on any paid time off options available to them under this Section, provided, however, that the Employees shall pay for the full cost of such health care coverage for the period of time that they are on Unpaid Leave under this Section and Employees shall not suffer loss of seniority accrual.
SECTION 14.7 BENEFITS WHILE ON LEAVE

A. Unless otherwise stated in this Article or otherwise required by law, seniority shall accrue for an employee who is on an approved non-paid leave status. Accumulated length of service shall remain in place during that leave and shall continue to accrue while on unpaid leave. Upon return, the Village will place the employee in their previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in a job according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

B. If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to seniority except for his leave, he shall go directly on layoff.

C. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

SECTION 14.8 NON-EMPLOYMENT ELSEWHERE

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere or self-employment, during such leave shall be subject to discipline up to and including termination, unless such leave is taken for the purpose of employment with the Labor Council.

ARTICLE XV
INSURANCE

SECTION 15.1 HOSPITAL, MEDICAL AND DENTAL INSURANCE

The Employer shall make available to Employees covered by this Agreement and their dependents Group Hospital, Medical and Dental Insurance. The Employer reserves the right to choose a different insurance carrier or to self-insure, provided that the benefits remain substantially similar.

SECTION 15.2 COST

Commencing on May 1, 2007, the Employer shall pay 88% of the cost of Group Hospital, Medical and Dental Insurance coverage for employees and his/her spouse and/or eligible dependent children. The employee shall pay the remaining 12% of such cost through payroll deduction. Commencing on May 1, 2008, the Employer shall pay 85% of the cost of Group Hospital, Medical and Dental Insurance coverage for Employees and his/her spouse and/or eligible dependent children. The employee shall pay the remaining 15% of such cost through payroll deduction. Commencing on May 1, 2016, the Employer shall pay 80% of the cost of Group Hospital, Medical and Dental Insurance coverage for Employees and his/her spouse and/or eligible dependent children. The employee shall pay the remaining 20% of such cost through payroll deduction.
Expansion of the current Insurance Committee and participation of such Committee by the Records Technicians is subject to the approval of the other Bargaining Units.

SECTION 15.3 GROUP LIFE INSURANCE

Employees (not dependents) shall be provided with $25,000 Group Term Life insurance paid for by the Village.

SECTION 15.4 COST CONTAINMENT

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situation, mandatory out-patient elective surgery for certain designated surgical procedures and pre-hospital review programs.

ARTICLE XVI
GENERAL

SECTION 16.1 HEALTH AND SAFETY, AND CLEAN WORKING CONDITIONS

The Village will make reasonable provisions for the safety and health of Employees and shall also make a reasonable effort to provide clean working conditions for Employees during their hours of employment. The Employees will abide by the health and safety rules of the Village. The Council shall designate a Council representative to serve on the Village Safety Committee. The Village Safety Committee shall meet, as needed, to assist Management in maintaining a safe, healthy, and clean workplace and ensure Employee cooperation with Safety Rules.

ARTICLE XVII
SUBSTANCE TESTING

SECTION 17.1 SUBSTANCE ABUSE/TESTING

The Village and the Council recognize and agree that the abuse of alcohol or controlled substances in the form of illegal drugs represents a true and clear danger to the community and the Department if not addressed by the provisions of this Collective Bargaining Agreement. As a consequence of this mutually recognized societal problem, the parties have agreed to the following provisions concerning such potential abuse.

SECTION 17.2 PROHIBITIONS

Employees are prohibited from consuming alcohol or consuming, ingesting, injecting, possessing, selling, purchasing or delivering illegal drugs at any time during the work day or anywhere on the Village premises, except in accordance with duty requirements, or failing to report to their supervisor any known side effects of medication or prescription drugs which they are taking.
SECTION 17.3 TYPE OF TESTING

Where the Village has reasonable suspicion that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 17.9, below.

SECTION 17.4 ORDER TO TAKE TEST

The Village shall provide the employee with a written notice of the order at the time the employee is ordered to submit to testing, setting forth the facts in inferences upon which the Village bases its conclusion of reasonable suspicions. The employee shall have the right to consult with a Council representative and/or counsel prior to any questioning. Refusal to comply with the order to test may subject the employee to discipline, but the taking of a test shall not operate to waive any objection or rights the employee may have.

SECTION 17.5 TESTS TO BE CONDUCTED

The Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all NIDA standards. The Village shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be a part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. Confirmatory testing shall be by gas chromatography, plus mass spectrometry (GCMS) or an equivalent scientifically accurate test.

SECTION 17.6 NOTIFICATION

As to drug testing, the Village shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Village (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests.

As to alcohol testing, test results showing an alcohol concentration of 10 or more (based on grams of alcohol per 100 milliliters of blood) shall be considered positive; the Village shall bear the burden of proof of establishing that concentrations less than .10 indicate the employee is under the influence, in violation of this Article. The employee shall receive a copy of all test results, information, documents and other reports received by the employer.

SECTION 17.7 RIGHT TO CONTEST

The Council and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Agreement, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside this Agreement, which the employee may pursue-with or without the Council.

SECTION 17.8 VOLUNTARY REQUESTS FOR ASSISTANCE
No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Village may temporarily reassign an employee if the employee is then unfit for duty in the employee’s current assignment. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee’s interests.

SECTION 17.9 DISCIPLINE

In the first instance an employee tests positive as defined above, on a drug or alcohol test, the employee shall not be disciplined, provided the employee participates in an appropriate treatment program determined by the employee’s physician, discontinues illegal use of drugs or abuse of the alcohol, and submits to random appropriate after care program.

Employees who do not comply with the conditions of this Section, or who test positive for the second time, shall be subject to discipline. Employees who are unfit to perform reasonable duties to which they may be assigned during the period of their treatment and after care, shall be permitted to take accumulated time off and shall be afforded a leave of absence upon request for the period of counseling and after care, at the option of the employee.

SECTION 17.10 RETURN TO WORK DRUG/ALCOHOL TESTING

The Village shall not require return to work drug/alcohol testing unless the Employee has been off form work at least forty-five (45) calendar days.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

SECTION 18.1 INDEMNIFICATION

The Village shall be responsible for, hold officers harmless from and otherwise pay for damages or monies which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement in accordance with ILCS 5/1-4-6.

SECTION 18.2 INSPECTION OF PERSONNEL FILES

The Village agrees to comply with the Personnel Records Review Act, 820 ILCS 40.

SECTION 18.3 PERSONAL ASSETS

No employee shall be required or requested to disclose any item of their property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in an internal investigation with regards to the employee’s assets.

Nothing provided herein shall be construed to exclude any employee from the requirements of the Illinois Governmental Ethics Act and the financial disclosure provisions contained therein or any other state or federal law requiring financial disclosure.
SECTION 18.4 RELEASE OF INFORMATION

No photograph or personal information will be disclosed by the Village to the media at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an Employee's home address and home telephone number.

SECTION 18.5 TESTIMONY

The Village shall not compel an Employee under investigation to speak to, testify before, or be questioned by any civilian review board.

SECTION 18.6 MAINTENANCE OF STANDARD

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

SECTION 18.7 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

SECTION 18.8 RESIDENCY REQUIREMENTS

All current members of the Bargaining Unit shall be permitted and authorized to reside not more than twenty-two (22) miles from the nearest corporate limit of the municipality as though the said mileage limitation was in effect upon the date of hire of each such current Bargaining Unit Member. The Village agrees that it shall enact no Ordinance, Rule or Regulation which would diminish the twenty-two (22) mile limit for current Bargaining Unit Members.

Provided, however, all employees hired on or after May 1, 2005 shall reside either within the Village of Dolton or must establish their residence within the limits of The Village of Dolton within eighteen (18) months after completion of their probationary period. Failure to establish such residence shall result in the termination of said employee.

Any alleged violation of this provision and limitation shall be subject to the provisions of Article VI of this Agreement and, as to future bargaining, subject to the provisions of Impasse and Interest Arbitration pursuant to the provisions of the IPLRA, as amended.

ARTICLE XIX

EDUCATIONAL INCENTIVE

SECTION 19.1 INTENT

The intent of this Article is to provide employees with the opportunity to advance their job related education and become more valued employees of the Village. The Village and the Council agree to work together in applying this Article.
SECTION 19.2 SCHEDULING

Every reasonable effort will be made to adjust the schedules of as many Employees as possible in a manner convenient to class attendance.

A. In the event that it is impossible to schedule an Employee off at times when classes meet, shift trades among Bargaining Unit Employees will be allowed where it does not adversely affect normal operations.

B. If conflict arises concerning the number of Employees allowed to attend classes in a given semester, the Employee with the most amount of credit hours will be given priority.

ARTICLE XX
TERM OF AGREEMENT AND LEGALITY CLAUSES

SECTION 20.1 COMPLETE AGREEMENT

This Agreement supersedes and cancels all prior practices, policies and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties and concludes Collective Bargaining for its term. If a past practice is not addressed in the Agreement, it may be changed by the Village as provided in the Management Rights clause.

SECTION 20.2 SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the board, agency or court decision; and upon issuance of such a decision, the Village and the Council agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article VII, No Strike-No Lockout, shall remain in full force and effect.

SECTION 20.3 TERM OF AGREEMENT

This Agreement shall be effective on May 1, 2013 and shall remain in full force and effect until 11:59 PM April 30, 2018. It shall be automatically renewed from year to year thereafter unless either Party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

SECTION 20.4 NEGOTIATIONS

In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. If notice is given, this Agreement shall continue in effect after its termination date until a new Agreement is reached.

SECTION 20.5 CONTINUING EFFECT
Notwithstanding any provisions in this Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are ongoing for a new agreement or any part thereof between the parties.

SECTION 20.6 TERMINATION

In the event that either Party desires to terminate this Agreement, written notice must be given to the other Party no less than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth in Section 20.3 above.

ARTICLE XXI
WRITTEN NOTICE

Any notice to be given to this Agreement shall be by certified mail, return receipt requested, and shall be completed by and at the time of said mailing. Written notice may also be served by personal delivery of such notice. Proof of such service shall only be by production of a receipted copy of such notice indicating the date of receipt and bearing the signature of a person authorized to so receive such notice.

Notice sent by the Employer to the Union shall be addressed as follows:

President,
Police Department Records Technicians 1
Illinois Fraternal Order of Police Labor Council
Village of Dolton
14014 Park Avenue
Dolton, Illinois 60419.

And

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, Illinois 62704

Notice sent by the Union to the Board or the Village or Dolton shall be addressed as follows:

Office of the Mayor
Village of Dolton
14014 Park Avenue
Dolton, Illinois 60419.

Notice sent by the Village to an employee of the Village covered by this Agreement shall be addressed to the employee at the address last listed in the records of the Personnel Department of the Village of Dolton.

Either party may, by like written notice, change the address to which such notice is to be given.
SIGNATURES

EXECUTED THIS ___ DAY OF ________________, 2013 AT DOLTON, ILLINOIS, by the undersigned, all having been duly authorized by their respective parties and intending to be legally bound hereby:

VILLAGE OF DOLTON

[Signature]

Maydr

ATTEST:

[Signature]

Deputy Village Clerk

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Bargaining Group Representative

[Signature]

Bargaining Group Representative

[Signature]

Field Representative
APPENDIX A

Dues Authorization Form

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, ____________________________________________, hereby authorize my employer, ____________________________________________, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: ___________________  Signed: ___________________
Address: ___________________
City: ___________________
State: __________ Zip: __________
Telephone: ___________________

Employment Start Date: ___________________
Title: ___________________

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.
APPENDIX B

GRIEVANCE (use additional sheets where necessary)

Date Filed: ____________________________
Department: ____________________________

Grievant's Name: ____________________________
Last  First  M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: Article(s) and Sections(s) of Contract violated: ____________________________, and all applicable articles.

Briefly state the facts:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Remedy Sought: ____________________________________________________________
________________________________________________________________________
________________________________________________________________________

Given To: ____________________________ Date/Time: ____________________________

______________________________  ________________________________
Grievant's Signature  FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

______________________________  ________________________________
Employer Representative Signature  Position

______________________________  ________________________________
Person to Whom Response Given  Date

STEP TWO

31
Reasons for Advancing Grievance:

Given To: ___________________________ Date/Time: ___________________________

Grievant's Signature ___________________________ FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Employer Representative Signature ___________________________ Position ___________________________

Person to Whom Response Given ___________________________ Date ___________________________

EMPLOYER'S STEP THREE RESPONSE

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Employer Representative Signature ___________________________ Position ___________________________

Person to Whom Response Given ___________________________ Date ___________________________

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given ___________________________ Date ___________________________

FOP Labor Council Representative ___________________________
APPENDIX C

Dolton Records Technicians I

WAGE RATES (13-1)

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<thead>
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<th>Wage Matrix (not including longevity)</th>
<th>Current</th>
<th>5/1/2013 0%</th>
<th>5/1/2014 3%</th>
<th>5/1/2015 3%</th>
<th>5/1/2016 3%</th>
<th>5/1/2017 2%</th>
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</thead>
<tbody>
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<td>First Year of Employment</td>
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<td>$33,004.82</td>
<td>$33,994.96</td>
<td>$35,014.81</td>
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<td>$36,786.56</td>
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<tr>
<td>After Completion of 1st Year</td>
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<td>$35,014.18</td>
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<tr>
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<tr>
<td>After Completion of 3rd Year</td>
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<td>$40,592.22</td>
<td>$41,809.98</td>
<td>$43,064.28</td>
<td>$43,925.57</td>
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</tbody>
</table>

Longevity (Section 13.6)

One thousand Dollar ($1000.00) Dollars increase to base wages at 5, 10, 15, 20, 25, 30 years of service.