

**BEFORE  
JAMES R. COX  
INTEREST ARBITRATOR**

**VILLAGE OF DOLTON**

**and**

**ILLINOIS STATE LABOR RELATIONS BOARD  
INTEREST ARBITRATION  
S-MA- 05-164**

**ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL**

**DECISION AND AWARD**

Hearings in this matter were conducted at the Village Hall Board Meeting Room June 6, 2008 and October 23, 2008. There were Pre Hearing discussions concerning Subpoena Enforcement and Requests for Information.

This matter has been properly placed before me for final and binding determination. My findings and determinations are based on applicable factors set forth in Section 14(H) and other provisions of the Illinois Labor Relations Act. All procedural prerequisites for Interest Arbitration have been met.

John Roche Esq. represented the Illinois Fraternal Order of Police Labor Council while Attorney Michael Kralovec presented the Village's case. A Transcript of the proceedings was taken and delivered to the Arbitrator November 15, 2008.

**Agreements**

There have been a number of Tentative Agreements reached during the course of negotiations. Despite efforts to reach complete agreement during a June 6, 2008 Mediation Session before this Arbitrator, as of the October 23<sup>rd</sup> Hearing date, the Parties remained at impasse on a single economic issue - the Wage Increase for this Bargaining Unit for the term of the new Contract. That issue has been resolved.

All Agreements including the agreement on Wages have been identified herein, are incorporated by reference into this Award and shall become a part of the new Labor Agreement.

Except for the changes in the provisions identified below, existing contract language shall remain in full force and effect.

## **Article I RECOGNITION**

### **Section 1.1**

This Section shall read:

*Pursuant to the Certification by the Illinois State Labor Relations Board in Case RC-95-11, the Village recognizes the Council as the sole and exclusive Collective Bargaining Representative for all full-time Police Department 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 of 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 Telecommunicators I Position has been eliminated from this bargaining unit effective January 1, 2006.*

While not made a part of the Labor Agreement, this Award provides that, should Telecommunications personnel become Village employees in the future, that classification shall again become part of this bargaining unit with coverage under this Labor Agreement or a Successor Agreement.

### **Section 1.2 Probationary Period**

This Section shall read:

*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 1.4 Council Officers**

This Section shall read:

*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 Representative. All formal notifications to the Village shall be addressed to President, Village of Dolton, 14014 Park Avenue, Dolton, Illinois 60419.*

### **Article III UNION SECURITY AND RIGHTS**

#### **Section 3.7 Access to Work Sites - Council Representatives**

This Section shall read:

*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 3-9 Just Cause Standard**

The Title of Section 3.9 shall be amended to read *Just Cause Standard*.

Section 3.9 shall read:

*Non-probationary Employees covered by this agreement shall not be suspended or discharged without just cause.*

### **Article IV LABOR MANAGEMENT CONFERENCES**

#### **Section 4.3 Attendance**

This Section shall read:

*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. Employees whose attendance will create an overtime situation, or who are working an overtime shift, shall not be permitted to attend.*

#### **Article V MANAGEMENT RIGHTS**

This Article shall read:

*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 6.1A 2**

**This Subsection shall be amended to read:**

*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.*

### **Section 6.2 Grievance Procedure**

Paragraphs 2 and 3 which set forth Steps 2 and 3 shall read:

*STEP 2: Appeal to Chief: If a 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 a 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 counsel representative, if appropriate, prior to submitting an answer.*

### **Section 6.6 Progressive and Corrective Discipline**

This Section shall read:

*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 VIII HOURS OF WORK AND OVERTIME**

### **Section 8.2 Normal Workweek and Workday**

There will be no change in the first paragraph. The second and third paragraphs shall read:

*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 period 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**

This Section shall read:

*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 the 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 less 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 bi-weekly period offered for work.*

#### **Section 8.6 Prescheduled Overtime**

There shall be no change in the first paragraph including the A and B Sections thereof. The second and third paragraphs shall read:

*Any Bargaining Unit member asserting a violation of this Section by another Bargaining Unit member may grieve such an 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**

This Section shall read:

*An Employee covered by this Agreement who is called back to work when off-duty shall receive a minimum of two 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 8.9 Schedule**

This Section shall read as follows:

*Employees will be assigned to one of three (3) 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 (1) 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 forwards 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 8.11 Shift Exchange**

This Section shall read as follows:

*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.*

## **Article X VACATIONS**

**Section 10.1 Paid Vacations**

This Section shall read:

*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:*

<i>Continuous Service</i>	<i>Vacation</i>
<i>One year</i>	<i>Two weeks</i>
<i>Six years</i>	<i>Three weeks</i>
<i>Fifteen years</i>	<i>Four weeks</i>

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

**Section 10.3 Vacation Scheduling**

This provision shall read:

*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 not be taken in increments of less than one (1) week except that Employees may be allowed to utilize up to five (5) days individually. Bargaining Unit Employees who choose to utilize up to five (5) individual days must inform their superiors during the first selection period.*

**Section 10.4 Vacation Selection**

This provision shall read as follows:

*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 21<sup>st</sup> 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.*
3. *Third Selection Period:*  
*Commencing on the day after the conclusion of the Second Selection Period, for a period of twenty-one (21) days, Bargaining Unit Members who choose to utilize up to five (5) days individually shall select days by seniority.*
4. *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 for seniority.*

#### **Article XI SICK LEAVE**

Section 11.1 shall read as follows:

##### Section 11.1 Paid Sick Leave

*Effective November 1<sup>st</sup>, 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 five (5) sick days per year without excuse. Employees shall be required to submit a doctor's statement upon returning to work when utilizing sick time in the event:*

- A. *An employee utilizes more than five (5) days per year, or*
- B. *An employee uses three (3) or more consecutive sick days, or*
- C. *The Chief of Police may require a doctor's statement more frequently.*

*It may be submitted using any form or format that the Employee's personal physician deems appropriate provided that 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 the Employee saw the doctor. The Employee must see the physician on the day off sick.*

*There shall be no light-duty work assignments for the non-job related illnesses or injuries. Employees who fail to contact their Supervisor for three (3) consecutive workdays 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 for 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**

This Section shall read:

*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 XIII WAGES AND OTHER BENEFITS**

This Section shall read:

#### **Section 13.1 Wage Rates and Retroactivity**

The existing Wage Schedule shall be increased 4% Across the Board and wage increases for employees will become effective on their respective anniversary dates which fall within

the Contract years which commence May 1, 2005, May 1, 2006, May 1, 2007 and May 1, 2008. Increases for the Records Technician I Classification shall be paid on all compensated hours retroactive to May 1, 2005. Telecommunicator retroactive pay is subject to and shall be paid under a separate Agreement.

Raises will be implemented on or before December 31, 2008. The new wage schedule will be prepared by the Village and submitted to the Union on or before November 24, 2008.

Retroactive payments shall be made by separate checks no later than December 12, 2008. The Employer, by agreement, agrees that, should retroactivity be paid after December 12, 2008, that payment shall include the 6% per annum Statutory Interest Penalty provided on judgments against municipalities.

### **Section 13.2 Personal Leave Days**

This Section shall read:

*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 from year-to-year.*

### **Section 13.7 Safety Incentive**

This Section shall read:

*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**

This Section shall be amended to read:

*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 14.2 Application for Leave**

This Section will read:

*Any request for a Leave of Absence shall be submitted in writing by the Employee to the Police Chief or his designee, as 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 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**

This Section shall read:

*Military Leave shall be granted in accordance with applicable State and Federal Law.*

##### **Section 14.4 Bereavement Leave**

This Section shall read:

*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, Employees grandparents and brother-in-law and sister-in-law) an Employee shall be granted three (3) consecutive workdays as Bereavement Leave if the Employee attends the funeral or services in lieu of a funeral. In the 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 services 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.**

There shall be no change in Sub-Section A. Sub-Sections B and C of this Section 14.5 shall read as follows:

*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**

This provision shall read:

*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 practicable. Before going on Unpaid Leave status, an Employee must use, at the Employee's choice, any and all time off options off 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 they are on Unpaid Leave under this Section and Employees shall not suffer any loss of seniority accrual.*

**Article XV** HOSPITAL, MEDICAL, DENTAL AND LIFE INSURANCE

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The existing Section 15.1 shall be deleted and replaced with a new Section 15.1 .

This Section shall be captioned Hospital, Medical and Dental Insurance and read:

*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**

The existing Section 15.2 shall be deleted. The new Section 15.2 shall read:

*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.*

*Expansion of the current Insurance Committee and participation in such Committee by the Records Technicians is subject to the approval of the other Bargaining Units.*

**Section 15.3 Group Life Insurance**

This provision shall read:

*Employees, not dependents, shall be provided with \$25,000 Group Term Life Insurance paid for by the Village.*

**Article XVI GENERAL**

**Section 16.1 Health and Safety and Clean Working Conditions**

**This Section shall read:**

*The Village will make reasonable provisions for 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 17.10 Return to Work Drug/Alcohol Testing**

This provision shall read:

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

**Article XVIII MISCELLANEOUS PROVISIONS.**

**Section 18.8 Residency Requirements**

The provisions of this Section shall read:

*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 19.2 Scheduling**

**This Section shall read:**

*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 20.3 Term of the Agreement**

**Section 20.3 shall read:**

*This Agreement shall be effective on May 1, 2005 and shall remain in full force and effect until 11:59 PM April 30, 2009. 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 20.6 Termination**

This Section shall read:

*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.*

**AWARD SUMMARY**

Having considered the evidence in accordance with applicable provisions of statutory criteria, I have made the Awards set forth above. The Collective Bargaining Agreement shall be modified to incorporate these determinations and all tentative agreements agreed upon by the parties. I will retain jurisdiction for 30 days should there be any dispute about the implementation of this Award.

James R. Cox  
Interest Arbitrator

Issued this 16th day of December 2008