

AGREEMENT BETWEEN
THE CITY OF LAKE FOREST, ILLINOIS
AND
LAKE FOREST EMPLOYEE ASSOCIATION
May 1, 2013 through April 30, 2016

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PREAMBLE

It is the intent and purpose of this Agreement to establish the rates of pay, hours of employment, and other conditions of employment of the employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the City, to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide the procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. The City of Lake Forest (hereinafter referred to as the “City”) recognizes the Lake Forest Employee Association (hereinafter referred to as the “Association”) as the sole and exclusive collective bargaining representative for all employees employed in the City’s Public Works and Parks and Recreation Departments as Maintenance Worker I, Maintenance Worker II, Mechanic, Parts Specialist, Refuse Collector, Seasonal Maintenance Worker, and Water Plant Operator (hereinafter referred to as “employees”), but excluding all employees in the job classifications of Public Works Director, Parks and Recreation Director, Superintendents, Supervisors, Chief Water Plant Operator, Cemetery Sexton, Program Managers, Program Supervisors, clerical employees, professional employees, all other supervisory, managerial, confidential and short-term employees as defined by the Illinois Public Labor Relations Act, as amended, and all other employees of the City.

Section 1.2. Definitions. This Agreement covers both full-time and seasonal employees in the PW & PR Departments as noted in Section 1.1. For the purposes of this Agreement, a full-time employee shall be defined as an employee in a position regular approved by the City Council, who works 2,080 hours per year. For the purposes of this Agreement, a seasonal employee shall be defined as an employee in a temporary position who works between 6 and 9 months per year.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the City; to supervise and direct the working forces; to determine the qualifications for employment and job positions and to employ employees; to determine examinations and examination techniques, and to conduct examinations; to determine policies affecting the training of employees; to schedule and assign work, to transfer and reassign employees; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce rules, regulations, orders and policies; to evaluate, promote or demote employees; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing equipment or facilities and to introduce new equipment or facilities; to subcontract work; to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; and to relieve or lay off employees. The City shall also have the right to take any and all actions as may be necessary to carry out the mission of the City and the Parks and Recreation Department and the Public Works Department in the event of civil emergency as may be declared by the Mayor, the City Manager, Directors or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or financial or other emergencies, and to suspend the terms of this Agreement during such civil emergency.

Section 2.2. Work Rules and Regulations. The City may adopt, change or modify work rules. The City agrees to post or make available in the Department a copy of its applicable work rules where such rules exist in writing. Whenever the City changes or issues new rules applicable to employees that are in the form of department procedures, the Association will be given at least five (5) days' prior notice absent emergency or legal considerations, before the effective date of the work rules in order that the Association may discuss such rules with the Directors or their designees within that five (5) day period before they become effective if the Association so requests. Work rules shall not conflict with any specific provisions of this Agreement.

ARTICLE III
ASSOCIATION RIGHTS

Section 3.1. Dues Deductions. While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly Association dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form should the Association determine that they will charge dues. The City will honor all executed check-off authorization forms received not later than ten (10) working days prior to the next deduction date and such authorization forms shall remain in effect until revoked. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each calendar month shall be remitted by the City to an address provided by the Association together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Association agrees to refund to the employee(s) any amounts paid to the Association in error on account of this dues deduction provision.

The actual dues amount to be deducted shall be certified to the City by the Association, and shall be uniform in dollar amount for each employee in order to ease the City's burden of administering this provision. The Association may change the fixed uniform dollar amount which will be regular monthly dues once each calendar year during the life of this Agreement. The Association will give the City sixty (60) days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.2. Indemnification. The Association shall indemnify, defend and hold harmless the City and its officials, representatives and agents 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 City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee(s) any such amount.

Section 3.3. Use of City Facilities and Equipment. With the prior approval of the Directors or their designee, Association representatives may use City copy and fax machines. Such use shall not take precedence over City needs and any materials used or other costs incurred shall be reimbursed by the Association if requested by the City. No Association business shall be conducted during the paid work time of any employee covered by this Agreement.

Section 3.4. Bulletin Board. The City will make available bulletin board space on one of the bulletin boards in the MS Garage, one in the Golf Course Maintenance Building and one at the Water Plant for the posting of official Association notices and information of a non-political and non-inflammatory nature. The Association will limit the posting of Association notices to said bulletin boards.

ARTICLE IV
PERSONNEL POLICIES

Section 4.1. Personnel Policies. The City retains its management right and responsibility to maintain reasonable personnel practices, rules and regulations, whether by policy, ordinance or otherwise, and to institute, implement and amend such policies. All such policies currently in existence, or hereafter implemented or amended from time to time which are not mandatory topics or bargaining, shall not be affected by this Agreement, except where a specific express provision of this Agreement covers the same subject matter and conflicts with such City policy. In the event that this Agreement should directly conflict with any City personnel policy, from whatever source, this Agreement shall supersede and shall be effective with regard to the employees covered herein for the term of the Agreement.

ARTICLE V
ARTICLE HOURS OF WORK

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 5.2. Normal Hours of Work. The normal work day is eight (8) hours per day and the normal work week is forty (40) hours per week consisting of five (5) eight (8) hour work days in a seven consecutive day period. Exceptions to this are Water Plant Operators, who generally work 12-hour shifts and members working in Sanitation, who normally work 10-hour shifts per week.

Notwithstanding anything to the contrary in this Article or Agreement, the City shall have the right to determine the schedule for the hours and shifts to be worked per day, per week and per work period. The hours, shifts, tours of duty and work schedule may be changed from time to time to meet varying conditions of the applicable Department or Section. Whenever there is a change in the days and/or hours of work, the City will give as much advance notice to the employee(s) affected by the change as is practicable under the then existing circumstances.

Section 5.3. Overtime Work. It is the policy of the City to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operating requirements. It must be approved by the employee's immediate supervisor prior to the overtime being worked.

Section 5.4. Overtime Pay—Full-Time Employees. A full-time employee shall be paid time and one-half (1½) times his regular straight-time hourly rate of pay for all hours worked over forty (40) hours in the employee's work week. Solely for purposes of computing hours worked for overtime pay purposes, all hours that a full-time employee is paid for shall be counted as hours worked.

Section 5.5. Overtime Pay—Seasonal Employees. Seasonal employees will be compensated at one and one-half (1½) times their hourly rate for any authorized work in excess of 40 hours in a work week. In the event that shift changes are approved which increase the regular work day but cause the work week to remain at or below 40 hours, overtime will not be compensated until the hours worked extend beyond 40 hours per week.

Section 5.6. Snow Removal Overtime. During snow removal emergency shift work, employees shall be paid straight time for the first eight hours of a twelve-hour shift if that work is performed during their regularly scheduled work week and at 1½ times the hourly rate thereafter. (See Admin. Dir. 4-1, Snow and Ice Control Program)

Section 5.7. Call-Back Pay. A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's scheduled working hours and involves the employee returning to work after the employee has worked a shift. A call-back shall be compensated at one and one-half (1½) times a full-time employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a one (1) minimum for seasonal

employees and a two (2) hour minimum for full-time employees. This section shall not be applicable to scheduled overtime.

Section 5.8. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article or Agreement.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1. Definition. A “grievance” is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Association pursuant to Section 6.6 of this Agreement) against the City involving an alleged violation or misapplication of an express provision of this Agreement.

Section 6.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- Step 1: Any employee who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than seven (7) calendar days after the act, event or commencement of the condition which is the basis of the grievance or seven (7) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance. The supervisor shall respond to the grievance in writing within seven (7) calendar days.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Superintendent, or the Superintendent’s designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. Within seven (7) calendar days after presentation of the written grievance to the Superintendent, the Superintendent, or the Superintendent’s designee, shall provide a written response.
- Step 3: If the grievance is not settled at Step 2, the written grievance shall be presented by the employee or by the Association representative to the Director, or the Director’s designee, no later than seven (7) calendar days after the date of the response of the Superintendent, or the Superintendent’s designee. The Director, or the Director’s designee, may meet with the employee and/or the Association representative in an effort to resolve the grievance within seven (7) calendar days after the Director, or the Director’s designee, receives the grievance. The Director, or the Director’s designee, shall reply to the grievance within seven (7) calendar days after the date of the meeting, or, if there is no meeting, within ten (10) calendar days after the written grievance was received by the Director, or the Director’s designee.
- Step 4: If the grievance is not settled in Step 3, the written grievance shall be presented by the Association representative to the City Manager, or the Manager’s designee, not later than seven (7) calendar days after the Director, or the Director’s designee, replies to the grievance. The City Manager or the Manager’s designee

shall make such investigation of the facts and circumstances as the Manager, or the Manager's designee, deems necessary, and may meet with the employee and/or the Association representative. The City Manager or the Manager's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Manager, or the Manager's designee. The decision of the City Manager or the Manager's designee is final.

In the case of a termination of employment, the City agrees to waive Steps 1 through 3 of the grievance process, allowing the employee to proceed immediately to Step 4.

Section 6.3. Arbitration. A grievance not settled in Step 4 may be appealed by the Association to arbitration by serving on the City by certified mail, not later than fifteen (15) calendar days after the date of the reply of the City Manager or the City Manager's designee, a written request to arbitrate, setting forth specifically the issue or issues to be arbitrated. If the parties fail to agree upon an arbitrator to hear the grievance within fifteen (15) days after receipt of the written request to arbitrate, they shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Wisconsin, or Indiana. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the City under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Association, the employee and the City.

Section 6.5. Time Limits. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) calendar days after the act, event or commencement of the condition which is the basis of the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the act, event or commencement of the condition which is the basis of the grievance. If a decision is not

rendered by the City within the time limits provided for in this grievance procedure, the aggrieved employee, or the Association, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Association does not submit the grievance or appeal the City's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the City without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Association and the City.

Section 6.6. Association Grievance. If the Association believes that the City has violated a specific provision of this Agreement that concerns a specific Association right (e.g., dues check off, bulletin board, etc.), the Association may file a grievance on its own behalf in accordance with the provisions set forth in this Article.

Section 6.7. Method of Determination. It is understood these grievance and arbitration procedures shall not apply to any matter as to which the City is without authority to act and that the filing and pendency of any grievance shall not preclude the City from taking the action or continuing to follow the course complained of which is the subject of the grievance. There shall be no suspension or interference with work because of any grievance or any incident which is or could have been the subject of a grievance.

Section 6.8. Rights. No settlement or agreement shall be binding on the Association unless the Association has had the opportunity to be present and agree to such settlement. It is acknowledged that the Association has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

Section 6.9. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly.

Section 6.10. Miscellaneous. No member of the bargaining unit shall have any authority to respond on behalf of the City to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

ARTICLE VII
NO STRIKE CLAUSE

Section 7.1. No Strike. Neither the Association nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, organized interference, picketing or any other interruption or disruption of the operations of the City, regardless of the reason for doing so. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City with normal appeal and hearing rights to an arbitrator. Each employee who holds the position of officer or steward of the Association 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 Association agrees to inform its members of their obligation under this Agreement and to direct them to return to work. Nothing contained herein shall preclude the City from obtaining judicial restraint and damages in the event there is a violation of this Section.

Section 7.2. No Lockout. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE VIII
SENIORITY AND LAYOFFS

Section 8.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service in a bargaining unit position with the City since the employee's last date of hire in a bargaining unit position. Seniority shall not include periods of unpaid leave time (with the exception of unpaid disciplinary suspensions of less than 30 days).

Section 8.2. Probationary Period. The probationary period for full-time employees shall be six (6) months in duration and three (3) months for seasonal employees from the date of last employment. The probationary period may be extended by the City for good cause for a period not to exceed an additional three (3) months. Time absent from duty in excess of thirty (30) calendar days annually shall not apply towards satisfaction of the probationary period. During the probationary period, an employee is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

Section 8.3. Layoffs. If the City, in its sole discretion, determines that a layoff of full-time employees is necessary, such a layoff shall be based on the job function area and services that the City has determined to reduce or cut. If the City determines that a layoff is necessary in a City-defined job functional area, layoffs shall be made in the inverse order of job classification seniority in such job functional area. Should two or more employees in a City-defined functional area have the same seniority, the layoff will be determined by a random drawing by the Director of Human Resources. All probationary employees in a job functional area and position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force. Any full-time employee who is laid off is eligible to participate in the City's severance policy (Administrative Directive 2-30) as may be amended from time-to-time.

Should the City, in its sole discretion, determine that a layoff of seasonal employees is necessary, such a layoff shall be based on the job function area and services that the City has determined to reduce or cut. If the City determines that a layoff is necessary in a City-defined functional area, layoffs shall be made in the inverse order of seasonal job classification seniority in such job functional area.

Section 8.4. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

1. quits;
2. is discharged;
3. voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);
4. fails to report to work at the conclusion of an unauthorized leave or vacation;

5. is laid off;
6. does not perform work for the City for a period in excess of six (6) months, provided, however, this provision shall not be applicable to absences due to military service or disability pension; or
7. is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

ARTICLE IX
WAGES AND OTHER PAY PRACTICES

Section 9.1. Wage Schedule. Effective May 1, 2013, full-time employees shall be paid in accordance with the City Official Pay Plan adopted by the City Council for the 2013-2014 fiscal year. Seasonal employees shall be paid in accordance with the City's seasonal pay scale located in the Seasonal Personnel Policies.

Effective May 1, 2014, full-time Association members shall be paid in accordance with the City Official Pay Plan adopted by the City Council for the 2014-2015 fiscal year. Seasonal employees shall be paid in accordance with the City's seasonal pay scale located in the Seasonal Personnel Policies.

Effective May 1, 2015, full-time Association members shall be paid in accordance with the City Official Pay Plan adopted by the City Council for the 2015-2016 fiscal year. Seasonal employees shall be paid in accordance with the City's seasonal pay scale located in the Seasonal Personnel Policies.

Movement through the plan is based solely on merit and is outlined in the Personnel Policies. A department head, upon a formal evaluation of any employee and following consultation with said employee, can recommend that no increase be granted based on a failure to perform assigned duties in a satisfactory manner. If an adjustment is withheld, an action plan will be established with the employee, and the employee will be reevaluated at an established time set by the department head and the Director of Human Resources. An adjustment may be granted by the City Manager when said employee's performance has improved to a satisfactory extent. (See Administrative Directive 2-18, Section 3.0 for further details.)

Increases in the Pay Plan shall be effective May 1 of each year and will be based on the general range adjustments made for all other non-sworn City positions.

Section 9.2. Grievances Concerning Denial of Increases and Annual Salary Adjustments. If an employee believes that the City has acted unreasonably in denying an increase and/or base salary adjustment, then the employee may grieve the matter in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 9.3. Paid Time Off for Seasonal Employees. Seasonal employees shall receive a total of two (2) paid time off days (eight (8) hours straight-time pay for each paid time off day) after their first full season of employment with the City. Seasonal employees who have worked more than one season will be eligible for this benefit upon acceptance of this Agreement. The paid time off days may be used for the employee's own illness or as a personal day. Requests for use as a personal day will be approved subject to the work needs of the City. Such requests shall not be unreasonably denied. Requesting use of this paid time off shall follow normal department and section requirements. Any paid time off remaining at the end of the season shall be paid to the employee at the employee's straight-time pay rate. This time may not be carried from year-to-year.

Section 9.4. J.U.L.I.E. Locate Pay. Whenever an employee who is on-call to perform J.U.L.I.E. locates is called to respond back to work on a temporary basis from off-duty status, a minimum of two hours of overtime compensation at 1½ times the hourly rate will be paid if the employee must return to the job site. If the employee is able to accomplish the locate on a virtual basis, the employee will be compensated \$20 for each emergency locate phone call that requires no response. The two-hour overtime payment and emergency locate phone call pay are mutually exclusive and an employee will not receive both. Should a virtual locate be required during the two-hour period for which an employee is being paid, the \$20 will not be paid.

Section 9.5. Compensatory Time. Effective the first pay period following ratification of the parties' 2013-2014 collective bargaining agreement, in lieu of overtime pay, each employee may elect to receive up to a maximum of 48 hours of compensatory time per fiscal year. Compensatory time shall be granted on the basis of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time earned during a fiscal year that is unused as of April 30 will be paid out as of April 30 of that fiscal year. Accumulated compensatory time shall be scheduled at the mutual convenience of the employee and the department head or his/her designee. With the prior approval of the department head or his/her designee, compensatory time may be taken in less than 8-hour increments.

ARTICLE X **INSURANCE**

Section 10.1. City Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy City-wide with respect to insurance benefits, the parties agree that full-time employees covered by this Agreement shall be covered by the same life insurance, dental insurance or medical/hospitalization insurance programs that are applicable to all other full-time City employees in non-sworn positions and on the same terms and conditions that are applicable to all other such City employees. If the City makes any changes, modifications or improvements with respect to any of the City's life insurance, dental insurance or medical/hospitalization insurance programs that are applicable to all other full-time City employees in non-sworn positions, then such changes, modifications, or improvements (including the cost sharing arrangements between the City and the employee) shall likewise be applicable to the full-time employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time City employees in non-sworn positions.

Section 10.2. Terms of Insurance Policies to Govern. The extent of coverage under the City's insurance plans (including HRA or PPO plans) referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the City, City employee or beneficiary of any City employee.

Section 10.3. Flex Plan. The City will offer full-time employees, under the same terms and conditions that are offered from time to time to other non-sworn City employees, the opportunity to participate in the City's Section 125 Flex Plan. The City will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

Section 10.4. Retiree Health Savings Program. Full-time employees shall continue to participate in the City's Retirement Health Savings Plan (RHS) by contributing one percent (1%) of their salary placed into an RHS account. Pre-tax contributions shall be placed into the individual accounts at the beginning of each quarter, with payroll deductions occurring on a per-pay period basis.

ARTICLE XI
UNIFORMS AND EQUIPMENT

Section 11.1. Uniforms and Equipment. Upon being hired by the City, eligible employees shall receive their initial issue of uniforms and equipment. Uniform and equipment items shall be replaced as needed through the current City quartermaster system. The Covered Employee Uniform Policy sets forth the guidelines for uniforms provided. Should an employee be denied a uniform or a piece of equipment by the section supervisor, an appeal may be filed with the employee's Superintendent using the form attached to the policy. The Superintendent will conduct an appropriate investigation and issue a decision within five (5) working days. The Superintendent's decision is final.

Seasonal employees will be given the option of participating in the uniform service, with the employee paying ½ of the cost through payroll deduction. This program will function in the same manner as it does for full-time employees and be for shirts and pants only.

Seasonal employees who work 6 to 9 months, some of which are during the winter months, will receive one complete set of Carhartt outerwear. This outerwear will be collected by the supervisor at the end of the season.

Section 11.2. Safe Equipment. In accordance with applicable federal and state laws, it shall be the responsibility of the City to provide safe equipment for the employees. Any concerns regarding safe equipment brought to the attention of the Director or the Director's designee by the Association shall be investigated and if warranted, rectified as considered appropriate by the City.

ARTICLE XII
STATUTORY RIGHTS

Section 12.1. Personnel Files. The City agrees to abide by the lawful requirements of the “Personnel Records Review Act”, 820 ILCS 40/1 - 40/13 as amended.

Section 12.2. Non-Discrimination. The City and the Association agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, disability and union activities or non-union activities.

Section 12.3. Access to Grievance Procedure. The parties agree that an alleged violation of any of the above Sections of this Article may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the City and the Association.

Section 12.4 Association Representation. All covered employees shall be entitled to request the presence of an Association representative at any meeting, conference, interview or interrogation under circumstances where the actions of the affected employee are being investigated and the affected employee may be subject to a suspension without pay or termination. For purposes of this section, “Association representative” means an elected representative of the Association who has been previously identified in writing to the department head. If the appropriate request for a representative is made, and that representative is not available within two (2) hours, the employee may be questioned without the representative being present.

Except as specifically provided above, this procedure shall not apply to meetings and conferences held between supervisors and employees concerning an employee’s evaluation, nor shall it apply to any situations involving the employee’s performance of his duties, including fact gathering conferences between supervisors and employees, where there is no discussion of possible termination or suspension.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 13.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Association and the City Council and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 13.2. Gender. Wherever the male gender or female gender is used in this Agreement, it shall be considered to include both males and females equally.

Section 13.3. Labor-Management Committee. At the request of either party, the designated Association Representative and the Director(s) or their designees and/or the City Manager and Human Resources Director shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Association Representative may invite other bargaining unit members (not to exceed four) to attend such meetings. The Director may invite other City representatives (not to exceed four) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Director prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE XIV
SAVINGS CLAUSE

Section 14.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall 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, court or agency decision; and upon issuance of such a decision, the City and the Association agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XV
ENTIRE AGREEMENT

Section 15.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

The City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XVI
TERMINATION

Section 16.1 Termination in 2016. This Agreement shall be effective at the time of its execution by both parties, and shall remain in full force and effect until midnight April 30, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 15th day of July, 2013, after ratification by the Association's membership and receipt of official approval by the Mayor and the City Council.

LAKE FOREST EMPLOYEE ASSOCIATION


THE CITY OF LAKE FOREST,
LAKE FOREST, ILLINOIS



President
Lake Forest Employee Association



Mayor
The City of Lake Forest

Attest: 

Deputy City Clerk

SIDE LETTER

The City and the Association agree that within the next 60-90 days, we will establish a labor-management team to review the current uniform policy. Once that has been revised, it is agreed that both parties will make that policy an addendum to this collective bargaining agreement.