

AGREEMENT BETWEEN
THE CITY OF LAKE FOREST, ILLINOIS
AND
LAKE FOREST POLICE CHAPTER
METROPOLITAN ALLIANCE OF POLICE
LAKE FOREST POLICE CHAPTER 171

May 1, 2001 through April 30, 2004

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PREAMBLE

THIS AGREEMENT, entered into by the City of Lake Forest, Illinois (hereinafter referred to as the "City" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, Lake Forest Chapter #117 (hereinafter referred to as the "Chapter") is in recognition of the Chapter's status as the representative of certain of the City's full-time sworn peace officers and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for 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 procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the City and the Chapter do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1. Recognition. The City recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers below the rank of sergeant employed by the City (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant or above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other supervisory, managerial and confidential employees as defined by the Act, as amended, and all other employees of the Department and City.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, and subject to the powers of the Lake Forest Fire and Police Commission, 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 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 in accordance with the applicable provisions of the Illinois Municipal Code (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 Police Department in the event of civil emergency as may be declared by the Mayor, the City Manager, Police Chief 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 General Orders, the Chapter 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 Chapter may discuss such rules with the Chief of Police or the Chief's designee within that five (5) day period before they become effective if the Chapter so requests. Work rules shall not conflict with any specific provisions of this Agreement.

ARTICLE III

CHAPTER RIGHTS

Section 3.1. Fair Representation. The Chapter 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 Chapter.

Section 3.2. Chapter Responsibility. The Chapter shall be responsible for the acts of its officers, stewards, members and representatives with respect to matters which are taken in the Chapter's name or in furtherance of the objectives of the Chapter.

Section 3.3. Dues Deductions. While this Agreement is in effect, the City will deduct from each employee's paycheck once each month the uniform, regular monthly Chapter dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check-off authorization form. 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 Chapter together with a list of employees for whom deductions have been made not later than the tenth (10th) of the following month. The Chapter agrees to refund to the employee(s) any amounts paid to the Chapter in error on account of this dues deduction provision.

A Chapter member desiring to revoke the dues check-off may do so at any time by providing written notice to the City. Dues shall be withheld and remitted to the Chapter unless or until such time as the City receives the notice for a revocation of dues check-off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Chapter, and this action will discharge the City's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VII of this Agreement (No Strike Clause).

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

Section 3.4. Fair Share. During the term of this Agreement, officers who are not members of the Metropolitan Alliance of Police shall, commencing thirty (30) days after the effective date of this Agreement, or if they are hired after the effective date of this Agreement thirty (30) days after their date of hire, pay a fair share fee to the Metropolitan Alliance of Police for collective bargaining and contract administration services rendered by the Metropolitan Alliance of Police as the exclusive representative of the officers covered by this Agreement, provided such amount shall not exceed the amount of dues uniformly required of members of the Metropolitan Alliance of Police. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Metropolitan Alliance of Police. The Metropolitan Alliance of Police shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Metropolitan Alliance of Police and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for public office or for any member-only benefit.

The Metropolitan Alliance of Police agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in cases such as Chicago Teacher's Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of any fair share fee payors. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Metropolitan Alliance of Police with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to the fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Metropolitan Alliance of Police. If the affected non-member and the Metropolitan Alliance of Police are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.5. Indemnification. The Chapter and the Metropolitan Alliance of Police 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 take or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Chapter shall refund directly to the employee(s) any such amount.

Section 3.6. Use of City Facilities and Equipment. With the prior approval of the Chief of Police or his designee, Chapter 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 Chapter if requested by the City. No Chapter or Union business shall be conducted during the paid work time of any officer covered by this Agreement.

Section 3.7. Bulletin Board. The City will make available bulletin board space on one of the bulletin boards in the Squad Room for the posting of official Chapter notices and information of a non-political and non-inflammatory nature. The Chapter will limit the posting of Chapter notices to said bulletin board.

ARTICLE IV
PROBATIONARY PERIOD

Section 4.1. Probationary Period. The probationary period shall be eighteen (18) months in duration from the date of employment, or such other shorter period of time as may be established from time to time by City's Board of Fire and Police Commissioners for some or all new employees. The probationary period may be extended by the City for good cause for a period not to exceed an additional six (6) 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 officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum.

ARTICLE V

HOURS OF WORK AND OVERTIME

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. Workday and Shift. Except as provided elsewhere in this Agreement or otherwise established by the City from time to time, a normal workday shall consist of eight and one-quarter (8 1/4) hours, including a one-half (1/2) hour lunch period (15 minutes of which shall be paid and 15 minutes of which shall be unpaid). A stated hour for reporting to work shall be given to each employee. Subject to work needs, and with their supervisor's permission, employees will generally be allowed two (2) paid ten (10) minute breaks during a normal workday. The shifts, workdays and hours to which employees are assigned shall be based upon the twenty-eight (28) day departmental shift schedule.

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 Department. However, the City must provide written notice at least forty-eight (48) hours in advance of any change in scheduled hours or shifts.

Section 5.3. Regular Hours/Overtime. For purposes of computing overtime, a normal tour of duty shall be twenty eight (28) days and a normal workday shall be eight and one-quarter (8 1/4) hours. Overtime worked in increments of one-quarter (1/4) hour or more in excess of 8 1/4 hours of work per day will be paid on the basis of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

Section 5.4. Day Off Request. During the term of this Agreement, requests for days off for the next twenty eight (28) day tour of duty shall be handled in accordance with existing practices.

Section 5.5. Establishment of Permanent Annual Shifts. Police officers assigned to the Patrol Division who have completed their probationary period shall be assigned to permanent annual shifts in accordance with the following:

1. The selection of the permanent assignments on each of three shifts shall be based on seniority. Prior to the commencement of the shift bidding process, the Police Chief shall specify the number of permanent assignments on each of three patrol shifts. During the month of February, all non-probationary officers shall submit in writing their first, second and third preferences for permanent annual shift assignments.
2. During the term of this Agreement, the effective date of the permanent annual shifts shall

be April 26, 2002, April 25, 2003, and April 24, 2004, respectively.

3. Commencing with the shift selection for the annual shift effective April 26, 2002, no officer may select the same permanent shift for two (2) consecutive years. If an officer does not get his/her first shift preference for at least one (1) of two (2) consecutive years, he/she shall be given his/her first shift preference in the third year, notwithstanding anything to the contrary herein.
4. All officers assigned to each shift shall be required to complete the full year -- exceptions may be granted at the sole discretion of the Police Chief for extenuating circumstances.
5. For vacancies that develop after the effective date of the annual shift change that the Police Chief desires to fill, the Police Chief will assign an officer not assigned to a permanent shift to fill the vacancy for the duration of fiscal year in question.
6. Officers who are on special assignment (e.g., youth officers, investigators, etc.) and who are returned to the Patrol Division shall be assigned to a shift as determined exclusively by the Police Chief until the next time shifts are bid as provided above.
7. The Police Chief will determine the shift assignments of probationary officers.
8. Notwithstanding the foregoing, the Police Chief shall have the right to transfer employees who have been permanently assigned to a shift under this Section in order to meet the bona fide operational needs of the Department at any time (e.g., loss of an employee filling a specialty position, retirement, injury or other long-term leave, changes necessitated due to personnel problems adversely affecting operations, etc.). Employees shall be given as much notice as practicable of such transfers. If the reason for the transfer no longer exists and it would not adversely affect operations, the officer may be given the right to return to the shift originally bid.

The foregoing provisions shall be applicable for the term of this Agreement only, i.e., through April 30, 2004. The fact that the parties agreed to the foregoing provisions shall not be considered precedential with respect to whether this issue is a mandatory subject of bargaining. Moreover, the fact that the parties agreed to the foregoing provisions shall not be considered precedential or otherwise create a burden on any party seeking to negotiate changes.

Section 5.6. Court Time. Employees who are required to make court appearances on behalf of the City during days that they are not scheduled to work, and employees assigned to the midnight shift who are required to make such court appearances during their off-duty hours, will receive pay for all hours worked at the rate of one and one-half (1 ½) times their regular hourly rate, with a minimum guarantee of three (3) hours. Any other employees who are required to make court appearances on behalf of the City during their off-duty hours will receive pay for all

hours worked at the rate of one and one-half (1 - 1/2) times their regular hourly rate, with a minimum guarantee of two (2) hours. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's working hours, (either regularly scheduled or overtime), in which case the employee will be paid only for actual hours worked.

The parties agree that the employee's paid court time shall commence thirty (30) minutes prior to the scheduled time to appear in court, provided that this provision will not be applicable if the employee is on duty immediately prior to the time of the scheduled court appearance.

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 officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1 ½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two (2) hour minimum, except that if the employee is called back to rectify the employee's own error, such call-back time shall be paid at straight-time rates and shall not be counted toward overtime hours under Section 5.3. This section shall not be applicable to scheduled overtime.

Section 5.8. Required Overtime. The Chief of Police or the Chief's designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. For scheduled overtime assignments (i.e., overtime assignments for which there is at least forty eight (48) hours notice), the Chief or the Chief's designee shall first seek qualified volunteers on a first come, first serve basis before assigning required overtime work. Should scheduled overtime assignment not be filled with a volunteer, it shall be assigned by rotating seniority, with the rotation starting with the least senior qualified officer.

For unscheduled overtime assignments (i.e., overtime assignments where there is less than 48 hours notice), the Chief or the Chief's designee shall select volunteers from those working on the off going shift by rotating seniority, starting with the most senior employee working on the off going shift. If no one working on the off going shift volunteers for the overtime assignment, it shall be assigned by rotating seniority, starting with the less senior employee working on the off going shift.

In addition, notwithstanding the above, the City retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress and the City shall not be required to break in on work in progress or change an employee's shift in assigning overtime.

If an employee establishes that he/she has not received an overtime opportunity he/she should have, such employee may have first preference for the next overtime assignment. Should the employee decline or is not available for the next overtime assignment, the employee shall have first preference for the next following overtime assignment. Should the employee not be available for either of the makeup assignments, he/she shall be returned to the overtime rotation

list as provided in this Section.

Section 5.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provisions of this Article of 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 Chapter pursuant to Section 6.7 of this Agreement) against the City involving an alleged violation or misapplication of an express provision of this Agreement, but shall exclude any dispute or difference of opinion concerning the suspension, removal or discharge of an employee or other action which is subject to the jurisdiction of the Board of Fire and Police Commissioners of the City.

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 five (5) calendar days after the act, event or commencement of the condition which is the basis of the grievance or five (5) 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 five (5) calendar days.

Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Deputy Chief, or the Deputy Chief'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 Deputy Chief, the Deputy Chief, or the Deputy Chief'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 Chapter representative to the Chief of Police, or the Chief's designee, no later than seven (7) calendar days after the date of the response of the Deputy Chief, or the Deputy Chief's designee. The Chief of Police, or the Chief's designee, may meet with the employee and/or the Chapter representative in an effort to resolve the grievance within seven (7) calendar days after the Chief, or the Chief's designee, receives the grievance. The Chief, or the Chief'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 Chief, or the Chief's designee.

Step 4: If the grievance is not settled in Step 3, the written grievance shall be presented by the Chapter representative to the City Manager, or the Manager's designee, not later than seven

(7) calendar days after the Chief of Police, or the Chief'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 Chapter 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.

Section 6.3. Arbitration. A grievance not settled in Step 4 may be appealed by the Chapter 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 within fifteen (15) days after receipt of the written request to arbitrate upon an arbitrator to hear the grievance, 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 or the City Fire and Police Commission 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 Chapter, the employee and the City.

Section 6.5. Time Limits. If a decision is not rendered by the City within the time limits provided for in this grievance procedure, the aggrieved employee, or the Chapter, 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 Chapter 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 Chapter and the City.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the City, the Chapter and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the City and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Chapter Grievance If the Chapter believes that the City has violated a specific provision of this Agreement that concerns a specific Chapter right (e.g., dues checkoff, bulletin board, etc.), the Chapter may file a grievance on its own behalf in accordance with the provisions set forth in this Article.

Section 6.8. 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 6.9. Rights. No settlement or agreement shall be binding on the Chapter unless the Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Chapter has the right to exercise its discretion to refuse to process an employee's unmeritorious grievance.

Section 6.10. 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. Separate grievances shall not be arbitrated together, except by mutual written agreement of the City and the Chapter.

Section 6.11. 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 Chapter 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 the Board of Fire and Police Commissioners of the City. Each employee who holds the position of officer or steward of the Chapter 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 Chapter 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 Chapter.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays. The following nine (9) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays.

New Years Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4 th	Christmas Eve
Labor Day	Christmas Day
Veteran's Day	

Section 8.2. Personal Time. Officers who are covered by this Agreement shall receive three (3) personal days (eight (8) hours straight-time pay for each personal day) during each fiscal year. Prior to the issuance of the annual vacation schedule, each covered officer must opt to: (1) utilize his/her personal days along with scheduled vacation; or (2) utilize them separate from scheduled vacation.

An officer who has one (1) or more such personal days that are not scheduled along with vacation days may request to utilize one (1) or more personal days, subject to the work needs of the City. Such requests shall not be unreasonably denied. Personal days not used by the end of the fiscal year shall be forfeited unless the Police Chief or designee for good reason shown agrees in writing to allow the employee to carry over one (1) or more personal days to the following fiscal year.

Section 8.3. Holiday Compensation. In lieu of the holidays in Section 8.1 above, officers shall receive nine (9) days off without loss of pay for the use during the fiscal year. Such days off shall be scheduled in accordance with existing policy as either additional vacation days and/or days off within a twenty-eight (28) day tour of duty. Officers hired during the fiscal year shall receive days off in lieu of holidays on a pro rata basis, i.e., the number of days off shall be based on the number of holidays falling between the date of hire and the end of the fiscal year.

In addition, if an employee is assigned to work a full shift on a day observed by the City as a holiday as part of his regularly scheduled shift assignment and the employee works the full shift, the employee will be paid, in addition to his regular pay for the shift, a holiday stipend of \$110.00, (\$120.00 effective May 1, 2003), which shall be subject to normal withholding.

ARTICLE IX
VACATIONS

Section 9.1. Eligibility and Allowances. All employees shall be eligible to use paid vacation after completion of nine (9) months of continuous service. Employees shall start to earn vacation time as of their date of hire. Vacation time shall be earned each pay period in which the employee is on the active payroll, based on the following schedule:

Length of Continuous Active Service	Hours Earned Per Pay Period	Hours Earned Per Year
1 to 5 years	3.08 hours	80 hours
6 years	3.38 hours	88 hours
7 years	3.69 hours	96 hours
8 years	4.00 hours	104 hours
9 years	4.31 hours	112 hours
10 years	4.62 hours	120 hours
11 years	4.92 hours	128 hours
12 years	5.23 hours	136 hours
13 years	5.54 hours	144 hours
14 years	5.85 hours	152 hours
15 to 19 years	6.15 hours	160 hours

20 years	6.46 hours	168 hours
21 years	6.77 hours	176 hours
22 years	7.08 hours	184 hours
23 years	7.38 hours	192 hours
24 or more years	7.69 hours	200 hours

Vacation time may not be carried over from one year to the next unless approved by the Chief of Police in writing.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken. Holidays observed or periods of significant illness occurring during a vacation leave period are not charged against vacation leave, but charged as holidays or sick leave, whichever is applicable. Also, if a payday is to fall within a planned vacation period, an employee may request to receive eligible pay before leaving on vacation.

Section 9.3. Scheduling. Vacation hours accrued at the end of each pay period are available for use by the covered employee. After satisfactory completion of nine (9) months' service with the City, new officers may use the vacation benefits accrued during the first nine (9) months of service.

Vacations shall be scheduled one time per year by shift, and all vacation picks shall be made by seniority. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any one time is exclusively reserved by the City in order to ensure the orderly performance of the police services provided by the City.

Section 9.4. Vacation Pay upon Termination. Upon separation from employment, covered officers will be paid for unused accumulation of vacation leave up to a maximum of 25 working days, except under unusual circumstances where the City Manager may authorize payment of accrued days in excess of twenty-five (25) working days.

Section 9.5. City Emergency. In the case of an emergency, such as but not limited to riot, civil disaster, presidential visit, extreme illness and the like, the Mayor, the City Manager or

the Police Chief or their designees, may cancel and reschedule any or all approved vacation leaves in advance of their being taken, an/or recall any police officer from vacation in progress.

ARTICLE X

SENIORITY, LAYOFFS AND RECALLS

Section 10.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous full-time service in rank with the City since the officer's last date of hire as a police officer in rank. Seniority shall not include periods of unpaid leave time (with the exception of unpaid disciplinary suspensions of less than 30 days).

Section 10.2. Layoffs. Layoffs, for reason of lack of work or reduction of the work force, shall be made in the inverse order of job classification seniority. All probationary employees in a position affected by layoff shall be separated before any non-probationary employee shall be subject to such a reduction in the work force.

Section 10.3. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still 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 without further training. Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list. If an employee is recalled to the employee's former job and requires additional training, the City shall provide that training at the City's expense.

Section 10.4. Posting of Seniority List. The City agrees to post annually a list covering the names of officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within fourteen (14) calendar days after the Chapter's receipt of the list.

Section 10.5. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) voluntarily retires (or is retired should the City adopt and implement a legal mandatory retirement age);
- (d) fails to report to work at the conclusion of an unauthorized leave or vacation;

- (e) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (f) is laid off for a period in excess of two (2) years;
- (g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Lake Forest Board of Fire and Police Commissioners.

ARTICLE XI

SICK LEAVE

Section 11.1. Sick Leave. All covered employees accrue paid sick leave benefits at the rate of 3.69 hours per pay period (or one (1) work day for each month of service) that an employee is on the active payroll, to an unlimited maximum.

Sick leave with pay may be used for:

- a. Any bona fide non-occupational personal illness, injury or pregnancy;
- b. Quarantine for contagious disease;
- c. Doctor/dental appointments;
- d. Illness of immediate family members (includes parents, in-laws, children, spouse, siblings and grandparents).

While every effort will be made to accommodate employee requests, use of sick leave under items c. and d. above may be denied if emergency situations exist and staffing levels require the employee's presence.

Sick leave with pay is authorized only if employees notify the Chief of Police or their immediate supervisor of the necessity of the absence in advance of the assigned time to start work. An employee whose work requires a substitute for a particular shift assignment is required to give reasonable notification in advance of the assigned time to start.

When an employee has used sick leave for three (3) consecutive shifts, as a condition of returning to work and receiving paid sick leave benefits, the employee shall be required to file a certificate of health examination by a practicing physician and conform to any medical advice contained therein.

In a case of very serious or prolonged illness or for family leave, an employee who uses all accumulated sick leave shall use all accumulated vacation and holiday leave for sick leave purposes before being removed from full-pay status. The time on leave for a prolonged personal illness may not exceed six months, unless an exception is made by the City Manager. Upon exhaustion of the above benefits, the employee will have the privilege to apply to the appropriate pension or retirement plan for eligible disability benefits or for a leave of absence.

Section 11.2. Sick Leave Buy Back. On separation in good standing, an employee having a minimum of 60 days and not more than 119 days of sick leave accrued shall receive compensation equal to 20% of all days accrued at the employee's current straight pay rate; an employee having a minimum of 120 days of sick leave accrued shall receive compensation equal

to 40% of all days accrued at the employee's current straight pay rate.

Section 11.3. Early Buy-Back of Sick Leave. An employee having a minimum of one hundred thirty-two (132) days of accumulated sick leave has the option of buying back that time at a compensation rate equal to forty percent (40%) of all days accrued at the employee's current straight pay rate. The remaining sixty percent (60%) of accumulated hours will remain on the books in a special "reserve" account. This remaining time does not count toward any future buy-back other than to keep the employee in the forty percent (40%) buy-back category. It does, however, remain on the books to be used on the case of serious illness.

Once an employee has exercised the early buy-back option, any sick leave used will come from sick leave earned after the buy-back. In the case of a more severe or catastrophic illness, where all newly accumulated sick leave has been used, the employee may begin using the reserve account.

Employees need not buy back the entire amount for which they are eligible. However, the minimum buy-back amount is forty percent (40%) of fifty (50) days.

Request for early buy-back may be made at any time during the year; however, requests made within sixty (60) days of May 1 will be paid at the previous year's salary. If the employee wishes, the pay out can be made in two (2) installments--one (1) in December and one (1) in January--in order to ease the tax burden. Requests should be made in writing to the Director of Human Resources and should include the number of days to be bought and whether it should be paid in one (1) or two (2) installments. Employees wishing to make deferred compensation contributions with the buy-back should also make note of this in their request and contact the Finance Department to complete the necessary paperwork. All withdrawn funds are subject to normal tax withholdings.

ARTICLE XII

ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The City, in its discretion, may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The City shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. All requests for such leave must be submitted in writing by the employee via his/her department head to the City Manager. Such leave will be granted only when it is not detrimental to the best interests of the City.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chief's designee and shall be in writing.

Section 12.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work. If the employee is on the midnight shift, the employee will be scheduled off without loss of pay for the midnight shift that occurs on the day the employee is required to report for jury duty (i.e., the midnight shift immediately prior to the time the employee is to report for jury duty but not midnight shift that immediately follows completion of jury duty). If the employee is on the afternoon or evening shift, the employee will be scheduled off without loss of pay for the afternoon or evening shift that begins on the day the employee is required to report for jury duty. If an employee is on the day or afternoon/evening shift and reports for jury duty and is excused, the employee shall report for work at his regularly scheduled starting time, or as soon thereafter as possible.

An employee shall notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. In order to be compensated for performing jury duty, an employee must sign over to the City any check received for performance of such jury duty.

Section 12.4. Funeral Leave. In the event of a death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three (3) days off with pay per fiscal year to attend the funeral. For this purpose, immediate family consists of the employee's/spouse's mother, father, sister, brother, child, grandchild, grandparents, stepmother, stepfather, stepsister, stepbrother and stepchild. The City retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 12.5. Leave for Illness, Injury or Disability. In the event an employee is unable to work by reason of illness, injury or disability (including those compensable under workers'

compensation, which shall be considered on-the-job duty-related injuries) the City may grant a leave of absence without pay during which time seniority shall not accrue to the extent permitted by law except that for a work-related injury compensable under workers compensation, an employee shall accrue seniority for the first twelve (12) months of leave. To qualify for leave, the employee must report the illness, injury or disability as soon as the illness, injury or disability is known, and thereafter furnish to the Police Chief or the Chief's designee a physician's written statement showing the nature of the illness or injury or state of disability 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 upon request by the City. The City will comply with all current state statutes applicable to the City pertaining to on-the-job injuries and duty related illnesses.

Section 12.6. Benefits While On Leave. Unless otherwise stated in this Article or otherwise required by law, seniority shall not accrue for an employee who is on an approved non-pay leave status (excluding disciplinary suspensions of less than 30 days). Accumulated seniority shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Upon the employee's return, the City will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification or in a lower rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the City.

Section 12.7. 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 during such leave may be subject to immediate discipline, including without limitation discharge.

Section 12.8. Military Leave. Military leaves will be granted in accordance with applicable laws.

Section 12.9. Family Medical Leave Act. The City agrees to abide by the provisions of the Family and Medical Leave Act of 1993, but the enforcement of this provision shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The parties agree that the City may take any steps needed to implement and comply with the Act and the rules and regulations issued thereunder.

ARTICLE XIII
WAGES AND OTHER PAY PRACTICES

Section 13.1. Wage Schedule. Effective May 1, 2001, police officers shall be paid in accordance with the salary schedule set forth in Appendix A, attached to this Agreement.

Newly hired police officers shall be eligible to advance to Step 2 after nine (9) months of service (i.e., midway through the officer's probationary period), and to advance to Step 3 upon successful completion of the probationary period. Police officers shall be eligible to advance to Step 4 on the following May 1 if the police officer has been in Step 3 for at least six (6) months, and provided that it has been determined through the departmental performance evaluation process that the officer has met departmental standards during the preceding evaluation period. Thereafter, police officers shall be eligible to advance annually on May 1 to Steps 5, 6 and 7, respectively, provided it has been determined through the performance evaluation process that they have met departmental standards during the preceding year. If the City is considering any substantive changes to the existing performance evaluation system, the Chapter shall be given advance notice and an opportunity to discuss such changes in a Labor Management Committee meeting prior to the effective date of any such changes.

Any officer denied a step increase pursuant to these provisions and whose salary is frozen shall be evaluated every three (3) months following such denial, and if the officer meets departmental standards for two (2) consecutive evaluations, the affected officer shall then receive his/her step increase (said step increase shall not be retroactive). The affected officer shall then be eligible for his/her step increase on the following May 1 if he/she meets departmental standards during the preceding evaluation period.

Notwithstanding the foregoing, for sustained exemplary performance an employee may be advanced more than one (1) step at a time and/or moved to the next step sooner than he/she would otherwise have been eligible to move.

Entry level salaries for non-experienced candidates will be as follows: May 1, 2001 (\$43,674). The entry level salary effective May 1, 2002 and May 1, 2003, respectively, shall be increased by the same percentage that the entry level salary for the City's rank-and-file firefighters is increased on May 1, 2002, and May 2003, respectively. Although the City may set an entry-level salary for an experienced police officer at a rate higher than those set forth above, it is agreed that no entry-level salary for an experienced police officer shall exceed the current salary for any existing Lake Forest police officer with an equivalent experience.

In addition to any step moves that employees may be eligible to receive during the 2001-2002, 2002-2003 and 2003-2004 fiscal years, effective May 1, 2001, May 1, 2002 and May 1, 2003, respectively, employees covered by this Agreement shall also be eligible for base salary adjustments based on an evaluation of their performance during the preceding year. Such base

salary performance adjustments for eligible employees shall average 3.85% for the 2001-2002 fiscal year. For the 2002-2003 and 2003-2004 fiscal years, such base salary adjustments for eligible employees shall average the same as the average base salary performance adjustments for the City's rank-and-file firefighters for the 2002-2003 and 2003-2004 fiscal years, respectively. Said base salary (percentage) adjustment shall be applied to each step of the existing wage schedule, attached hereto as Appendix A. Such base salary adjustments shall be subject to the applicable base salary maximums, (i.e., Step 7), for the 2001-2002, 2002-2003 and 2003-2004 fiscal years, respectively. Any officer denied a base salary adjustment pursuant to these provisions and whose salary is frozen shall be evaluated every three (3) months following such denial, and if the officer meets departmental standards for two consecutive evaluations, the affected officer shall then receive his/her base salary adjustment (said base salary adjustment shall not be retroactive). The affected officer shall be eligible for the next base salary adjustment on the following May 1 if he/she meets departmental standards during the preceding evaluation period.

The fact that the parties agreed to the foregoing provisions with respect to the salary adjustments for the 2002-2003 and the 2003-2004 fiscal years shall not be considered precedential or otherwise create a burden on any party seeking to negotiate changes in subsequent collective bargaining agreements.

Grievances Concerning Denial of Step Increases and Annual Salary Adjustments. If an employee believes that the City has acted unreasonably in denying a step 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.

One-Time Performance Stipends. A one-time performance bonus may be granted at the sole discretion of the City to an officer for exemplary performance. Any such performance bonus shall not be added to base salary and shall be subject to normal withholding.

Section 13.2. Retroactivity. All employees who are employed by the City on the date this Agreement is executed shall, if applicable, receive retroactive pay for the period May 1, 2001 to the date of the signing of this Agreement for all hours paid (exclusive of hours worked on special details) from May 1, 2001 to the date of the signing of this Agreement. Employees, if applicable, shall receive the retroactive paychecks within thirty (30) days of the execution of this Agreement or as soon as reasonably possible.

Section 13.3. Tuition Reimbursement. Subject to budgeted funds being made available in the Department's budget, the City shall, upon prior request and approval, provide reimbursement for costs for undergraduate and graduate tuition, course fees, and books for an employee taking courses in accredited programs in accredited institutions of higher education, subject to the following provisions:

1. The course shall be a necessary credit towards a job related degree.

2. The employee must request the approval of the Chief of Police by the date established by the Chief of Police for any courses to be taken in the following fiscal year. The City agrees that the Chief of Police will respond to any timely request for reimbursement within two (2) weeks after the request is submitted.
3. The course must be completed and the employee must receive a grade of B or better for one hundred percent (100%) reimbursement. There is seventy-five percent (75%) for a grade of C for undergraduate courses. There is no reimbursement of a grade below C for undergraduate courses or a grade below B for graduate courses.
4. The employee must still be actively employed at the time of completion of the course.
5. Tuition reimbursement shall not exceed the cost of tuition to take the same course or program at the nearest public college or university offering the course or program. This limitation may be waived in writing by the City.
6. The employee shall be reimbursed within a reasonable period of time after completing the approved course with the requisite grade.
7. If an employee voluntarily leaves the City within three (3) years of the time of reimbursement the employee must pay back the City for the reimbursement.

Section 13.4. Reimbursement for Expenses. When an employee of the City is on City business and shall be required to be outside the City limits pursuant to said duty for training, pick-up and/or delivery of prisoners, or out-of-state travel on City business, but excluding travel to court, said employee shall be reimbursed for expenses in the following manner:

- (a) Should an employee use his/her personal vehicle to travel to and from the training location because a City vehicle is not available, said employee shall receive mileage reimbursement at the rate per mile allowed by the Internal Revenue Service for any miles traveled to and from the training location, measured from the Public Safety Building;
- (b) If an employee is required to utilize overnight lodging, the employee shall be eligible for reimbursement assuming such lodging has been approved by the City in advance;
- (c) The employee will be reimbursed up to the maximum amount per day for meals, as provided in applicable Internal Revenue Service regulations governing same.

In order for an employee to be eligible for the above reimbursements, including meals, mileage

and lodging, the employee shall provide the City with written receipts for meals and lodging and an expense report for the mileage and said employee shall have received previous written approval from the Chief or the Chief's designee for incurring said expenses.

Section 13.5. Deferred Compensation Plan. Employees covered by this Agreement shall be eligible to participate in any deferred compensation plan that the City may have in effect from time to time on the same terms and conditions that are applicable to City employees generally.

Section 13.6. Longevity.

In addition to regular compensation and in recognition of continued service to the City, employees are eligible for longevity pay, as set forth below:

<u>Years of Service</u>	<u>Longevity Pay</u>
After completion of 5 years and through 9 years	\$20.00 per year of service
10 years through completion of 14 years	\$25.00 per year of service
15 years through completion of 19 years	\$30.00 per year of service
20 years and after	\$35.00 per year of service

Longevity shall be paid in one lump sum amount during December of each year, and years of service shall be calculated as of December 31 of the year in which the longevity pay is being paid. This benefit is subject to normal withholding.

Section 13.7. Field Training Officer Pay. If bargaining unit members are assigned to the position of Field Training Officer, they shall receive an additional \$850.00 per year as compensation, (\$900 effective May 1, 2002; \$950 effective May 1, 2003).

Section 13.8. Officer in Charge Pay. If bargaining unit members are assigned to the position of Officer in Charge, they shall receive an additional \$1,000.00 per year as compensation.

ARTICLE XIV
UNIFORMS AND EQUIPMENT

Section 14.1. Uniforms and Equipment. Upon being hired by the City, covered employees shall receive their initial issue uniforms and equipment. Uniform and equipment items shall be replaced as needed through the current City quartermaster system. In addition to the above, Youth Officers and Investigators shall receive \$175.00 every six (6) months as a uniform stipend.

The City will, upon request, provide bullet-resistant vests to employees at City expense provided such vests must be worn by employees while on uniformed duty. Such vests shall normally be replaced five (5) years after date of issuance to the employee, or earlier if necessary due to physical damage to the vest. If an employee wants a bullet-resistant vest but is unwilling to wear it on a regular basis while on uniformed duty, the employee shall be responsible for paying for 50% of the cost of the vest; in such circumstances, the vest will be replaced only if the City determines it is reasonable to replace the vest, but in no event earlier than five (5) years from the date of its issuance to the employee and only if the employee pays 50% of the cost of the replacement vest.

The City shall reimburse officers for the reasonable cost of replacement of watches (up to a maximum of \$25 for watches), eyeglasses or contact lenses which are destroyed or damaged in the line of duty which are not covered by the City's insurance plan.

Section 14.2. 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 Chief or the Chief's designee by the Chapter shall be investigated and if warranted, rectified as considered appropriate by the City.

ARTICLE XV

INSURANCE

Section 15.1. Coverage. The City agrees to provide medical insurance and life insurance for employees as set forth herein. Notwithstanding the foregoing, the City retains the right to change insurance carriers or to self-insure or to adopt a Health Maintenance Organization ("HMO") or PPO plan for the provision of life insurance or medical benefits, and the City further reserves its right to institute, maintain and change cost containment, benefit and other provisions of the medical plan provided that such changes are made in the plan for other City employees.

Section 15.2. City Insurance Benefit Reciprocity.
In recognition of the desirability of maintaining a uniform policy City-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that 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, then such changes, modifications, or improvements (including the cost sharing arrangements between the City and the employee) shall likewise be applicable to the 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. The City and the Chapter agree that before any changes are made to the level of insurance benefits that currently exists for full-time City employees, the City will meet and discuss such changes and seek the input and suggestions of the Chapter before implementing such a change.

Section 15.3. Life Insurance. The City shall continue to provide employees with term life insurance (including accidental death and dismemberment) commencing the first day of the calendar month following the employee's completion of thirty (30) days of service as a police officer in an amount equal to the employee's annual base salary, rounded to the nearest \$1,000.00. Upon retirement, the police officer shall have such conversion privileges as may be provided in the then-applicable term life insurance policy.

Section 15.4. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents (including HMO 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 procedures 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 15.5. Flex Plan. The City will offer employees, under the same terms and conditions that are offered from time to time to other 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 15.6. Hearing/Vision Coverage. The City will continue to provide hearing and vision care plans in addition to, or as part of, the health insurance plan applicable to full-time City employees.

Section 15.7. Retiree's Health Insurance. Covered officers shall be entitled to any retirement health insurance benefit program offered to any other employee of the City of Lake Forest to the same extent and with the same requirements provided in such program.

ARTICLE XVI
OUTSIDE EMPLOYMENT

Section 16.1. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week subject to the prior written approval of the Chief of Police or the Chief's designee, and such requirements as may be set forth by general order or rules and regulations. Prior written approval of the Chief of Police shall not be arbitrarily denied.

ARTICLE XVII

STATUTORY RIGHTS

Section 17.1. Bill of Rights. The City agrees to abide by the lawful requirements of the "Uniform Police Officer's Disciplinary Act", 50 ILCS 725/1 - 725/7 as amended. .

Section 17.2. 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 17.3. Non-Discrimination. The City and the Chapter 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 17.4. 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 Chapter.

Section 17.5. Union Representation. All covered employees shall be entitled to request the presence of a Union 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, "Union representative" means an elected officer of the Chapter who has been previously identified in writing to the Police Chief. 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 XVIII
FIRE AND POLICE COMMISSION

Section 18.1. Fire and Police Commission. The parties recognize that the City of Lake Forest Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace or diminish any such authority.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

Section 19.1. Ratification and Amendment. This Agreement shall become effective when ratified by the City Council and the Chapter 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 19.2. 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 19.3. Light Duty. An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he/she be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the employee's physician has provided a statement that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. If the City has any question concerning the employee's fitness to perform the light duty assignment, the City may reasonably base its decision regarding light duty on the findings of the City's physician.

The City may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the City's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six (6) months. The employee may, under such circumstances, present a statement from his/her own physician to the physician selected by the City for his/her consideration in making the determination of the employee's fitness to perform the light duty assignment in question.

If an employee returns or is required to return to work in a light duty assignment, and the employee is unable to assume full duties and responsibilities within six (6) months thereafter, the City retains the right to place the employee on disability leave.

Nothing herein shall be construed to require the City to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the City reasonably determines that the need exists and only as long as such need exists.

Nothing in this Section shall affect the statutory rights of the Pension Board in dealing with an employee on a disability pension.

Section 19.4. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 19.5. Access to City Recreational Facilities. In accordance with the policies applicable to City employees generally and subject to the rules and regulations governing same, which may be revised from time to time,

- (a) bargaining unit employees who are not residents of the City of Lake Forest shall be entitled to use City-owned recreational facilities and to purchase cemetery lots; and
- (b) bargaining unit employees shall be entitled to use the municipal services garage.

Section 19.6. Residency. Covered employees must live within the State of Illinois and within twenty-three (23) miles of the boundaries of the City of Lake Forest (measured from the Public Safety Building).

Section 19.7. Employee Assistance Plan. Employees covered by this Agreement shall be eligible to participate in any Employee Assistance Plan that the City may have in effect from time to time on the same terms and conditions that are applicable to City employees generally.

Section 19.8. Impasse Resolution. Upon the expiration of this Agreement the remedies for the resolution of any bargaining impasse shall be in accordance with the alternative impasse resolution procedure attached as Appendix B and incorporated herein by reference.

Section 19.9. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of the Agreement. Without in any way limiting the generality of the foregoing, the practice, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article V (Hours of Work and Overtime) of this Agreement.

Section 19.10. Labor-Management Committee. At the request of either party, the designated Chapter Representative and the Police Chief, or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Representative may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other City representatives (not to exceed two) 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 Police Chief 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.

Section 19.11. Fitness for Duty. If the City has a reasonable belief that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the City may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the City. The employee may, under such circumstances, present a certification of fitness from his/her own physician and/or psychologist to the physician and/or psychologist selected by the City for his/her consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in addition to any requirement that an employee provide at his/her own expense a statement from his/her doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave.

Section 19.12. Physical Fitness Program. (a) The City may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the City shall review and discuss the program at a meeting of the Labor-Management Committee.

(b) The foregoing shall not be construed to either relieve an employee of his obligation to meet reasonable job-related physical fitness standards that may be established by the City or interfere with the City's right to terminate an employee who is unable to meet reasonable job-related physical fitness standards.

Section 19.13. Drug and Alcohol Testing. Employees covered by this Agreement shall continue to be covered by the City's drug and alcohol testing policy that is applicable to other City employees in safety sensitive positions on the same terms and conditions that are applicable to such other City employees in safety sensitive positions.

Section 19.14. Solicitation. It is agreed that no bargaining unit members covered by this Agreement will solicit any person or entity for contributions on behalf of the Lake Forest Police Department or the City of Lake Forest.

Bargaining unit members agree that the City name, shield or insignia, communications systems, supplies and materials will not be used for solicitation purposes. Solicitation by bargaining unit employees not prohibited by this Section may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Lake Forest Police Department" in their name or describe themselves as the "City of Lake Forest." The bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the City.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public.

This Section does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XX
SAVINGS CLAUSE

Section 20.1. 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 Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXI
ENTIRE AGREEMENT

Section 21.1. 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 Chapter, 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 XXII
TERMINATION

Section 22.1. Termination in 2004 . This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2004.. 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 _____ day of _____, 2001, after ratification by the Chapter's membership and receipt of official approval by the Mayor and the City Council.

METROPOLITAN ALLIANCE OF POLICE
LAKE FOREST POLICE CHAPTER 171



Jeffrey Hays
Representative, M.A.P. Lake Forest Police
Chapter #17



Joseph Andalina
President, M.A.P.

THE CITY OF LAKE FOREST,
LAKE FOREST, ILLINOIS



Mayor
City of Lake Forest

Attest: 

Deputy City Clerk

APPENDIX A

WAGE SCHEDULE

Effective May 1, 2001, police officers shall be paid in accordance with the following salary:

Step	Current	5-1-01 to 4-30-02	5-1-02 to 4-30-03 *	5-1-03 to 4-30-04 *
One (Start)	\$42,055	\$43,674		
Two (9 months)	\$44,562	46,278		
Three (18 months)	\$47,069	48,881		
Four	\$49,576	51,485		
Five	\$52,084	54,089		
Six	\$54,591	56,693		
Seven	\$57,098	59,296		

*For the 2002-2003 and 2003-2004 fiscal years, base salary adjustment shall average the same as the average base salary performance adjustments for the City's rank-and-file firefighters for the 2002-2003 and 2003-2004 years, respectively. Said base salary (percentage) adjustment shall be applied to each step of this Appendix A in those years.

APPENDIX B

ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure specified in Section 6.3 of the Collective Bargaining Agreement.
3. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven(7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.