



LAKE COUNTY FOREST PRESERVES  
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Preservation, Restoration, Education and Recreation

**DATE:** March 3, 2016

**MEMO TO:** Mike Rummel, Chair  
Finance and Administrative Committee

**FROM:** Mary Kann  
Director, Administration

Mike Tully  
Chief Operations Officer

**RECOMMENDATION:** Recommend approval of a Resolution authorizing the District to enter into a two-year Collective Bargaining Agreement with the Construction and General Laborers Local Union Number 152.

**STRATEGIC DIRECTION SUPPORTED:** Sustainability

**FINANCIAL DATA:** The total cost of wage increases for 68 employees for the two year contract is approximately \$197,060.27.

**BACKGROUND:** The District staff and the Construction and General Laborers Local Union Number 152 have negotiated a two year agreement that would begin on December 1, 2015 and expire on November 30, 2017. The proposed agreement includes the following terms:

- Salary range minimum - No adjustments to the range minimums.
- Salary range maximum - 1.50% adjustment for employees hired before December 1, 2013 in years 1 and 2 of contract.
- Salary increase: December 1, 2015 - 2.75%, December 1, 2016 – 2.50% or equivalent of non-union employees whichever is greater.

**REASON FOR RECOMMENDATION:** The Illinois Public Labor Relations Act mandates a collective bargaining process for a recognized union. Committee recommendation and Board approval are required for a Collective Bargaining Agreement.

**REVIEW BY OTHERS:** Executive Director, Director of Operations and Infrastructure, Director of Facilities, Director of Natural Resources, Director of Planning and Land Acquisition

**PRESENTER:** Mary E. Kann



**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A TWO-YEAR COLLECTIVE BARGAINING AGREEMENT  
WITH THE CONSTRUCTION AND GENERAL LABORERS LOCAL UNION NUMBER 152**

**WHEREAS**, on May 19, 1989, the field, construction and maintenance employees of the Lake County Forest Preserve District (“District) elected the Construction and General Laborers Local Union Number 152 (“Local 152”) to be their exclusive representative for the purpose of bargaining with the District with respect to wages, hours of employment, and other conditions of employment; and

**WHEREAS**, a collective bargaining agreement, in the form attached hereto, (“Agreement”) has been negotiated with Local 152 governing the District employees represented by Local 152, which Agreement would be effective from December 1, 2015 through November 30, 2017 consistent with the Illinois Public Labor Relations Act; and

**WHEREAS**, it is in the best interests of the District to enter into the Agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT:**

**Section 1: Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2: Approval.** The Agreement with Local 152 is hereby approved in substantially the form attached to this Resolution.

**Section 3: Execution of Contract.** The President and Secretary of the District are hereby authorized and directed to execute the Agreement with the Local in substantially the form attached to this Resolution.

**Section 4: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2016.

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

# **Collective Bargaining Agreement**

between

Lake County Forest Preserve District

and

Construction And General Laborers  
Local Union Number 152

*December 1, 2015*



**LAKE COUNTY  
FOREST PRESERVES**

**COLLECTIVE BARGAINING AGREEMENT**

between

**LAKE COUNTY FOREST PRESERVE DISTRICT**

and

**CONSTRUCTION AND GENERAL LABORERS LOCAL UNION NUMBER 152**

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**ARTICLE 1**  
**RECOGNITION**

**Section 1.1**

The Lake County Forest Preserve District ("Employer" or "District") recognizes and acknowledges that Construction and General Laborers Local Union Number 152 (the "Union") is the exclusive representative of all employees in the classifications of work covered by this Agreement at the Lake County Forest Preserve District for the purposes of collective bargaining as provided by the Illinois Public Labor Relations Act.

The employer recognizes that the Union has been certified as the majority representative of certain District employees pursuant to an election conducted by the Illinois State Labor Relations Board. The classifications covered by this Agreement are those set forth in the certification of representation dated June 1, 1989 (Case No. S-RC-89-67) issued by the Illinois State Labor Relations Board except, where the job titles set forth therein are inconsistent with those set forth in *Appendix A* of this Agreement, the latter controls.

**Section 1.2**

The parties to the Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of District business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

**Section 1.3**

All employees currently employed, or hereafter employed, within the bargaining unit set forth in Section 1.1 shall, as a condition of employment, either:

- A. Become or remain members in good standing of the Union on and after the 31<sup>st</sup> day following the beginning of their employment, or on and after the 31<sup>st</sup> day following the effective date of this Agreement, whichever is the later; or
- B. Tender to the Union their proportionate share of the costs of the collective bargaining process, costs of contract administration, and costs of matters affecting wages, hours and other conditions of employment (hereafter "fair share"), on and after the 31<sup>st</sup> day following the beginning of their employment, or on and after the 31<sup>st</sup> day following the effective date of this Agreement.

### **Section 1.4 Fair Share**

Effective the date of the execution of this Agreement it is understood and agreed that the employees' fair share may not exceed the amount of dues uniformly required of the Union, and the Union agrees to certify to the District the amount constituting each member's fair share.

The District agrees to deduct from each non-Union member paycheck, the fair share payment and to transmit it to the Union.

Should any bargaining unit employee resign from the Union during the life of this Agreement, in accordance with the terms of his or her union membership, the employee shall immediately become subject to the fair share provisions of this Agreement for its term.

In the event that an employee refuses to pay his or her fair share and such refusal is based upon the bona fide religious tenets or teachings of a church or body of which the employee is a member, the employee shall be required, as a condition of employment, to pay amounts equal to the fair share to a non-religious charitable organization agreed upon by the affected employee and the Union on and after the 31<sup>st</sup> day following the beginning of his employment, or on and after the 31<sup>st</sup> day following the effective date of this Agreement, whichever is later.

If the affected employee and the Union are unable to reach agreement on the matter, the employee may select a charitable organization from the list established by the Illinois State Labor Relations Board.

## **ARTICLE 2** **CHECK-OFF**

### **Section 2.1 Dues Deduction**

The Lake County Forest Preserve District agrees to deduct from the pay of those employees covered by this Agreement who provide written authorization, as a condition of employment, periodic dues, working dues, and initiation fees of Laborers Local Union Number 152, or fair share contributions, and agrees to remit the same to the Union along with a statement of such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deductions shall be made which are prohibited by the applicable laws.

### **Section 2.2 Indemnification**

The Union shall indemnify and save the District harmless against any claim, demand, suit or other form of liability that shall arise out of or by reason of action taken or not taken by the District for purposes of complying with this Article.

### **Section 2.3**

Any employee working under this Agreement who fails, in a timely manner, to tender the working dues, periodic dues and/or initiation fees or fair share contribution, or as otherwise provided in Article 1, Section 1.4, shall be subject to discharge. No employee shall be terminated under this Article, however, unless the District is notified in writing by the principal officer of the Union that the Union has determined that the employee has failed to make timely payment of working dues, dues, initiation fees, or fair share contribution and requests that the employee be discharged.

### **Section 2.4**

The District shall deduct from the wages of Employees covered by said Agreement, working dues in the amount of twenty-five dollars (\$25.00) per employee for each month worked beginning December 1, 2006. The District shall remit monthly to the Union office the sums so deducted, together with a list of Employees from whose wages said dues were deducted and the amounts applicable to each Employee.

The Union agrees that it will indemnify and hold harmless the Employer from any and all claims, suits, causes of action, or otherwise, as regards the creation and administration of the dues check-off established by this Article and such indemnity and agreement to hold harmless shall include the payment of costs and attorney's fee on behalf of the beneficiaries of such indemnity.

## **ARTICLE 3 MANAGEMENT RIGHTS**

### **Section 3.1**

Except to the extent expressly abridged by a specific provision of this Agreement, the District reserves and retains solely and exclusively all of its inherent and statutory rights to manage District operations, as such rights existed prior to the execution of this Agreement with the Union. Neither a failure to exercise these rights, nor an inaction which results in an absence of an exercise of these rights, nor an exercise of these rights in any particular way, shall be deemed a waiver of the right of the District to exercise these rights, nor shall such a failure, inaction or particular exercise be deemed to preclude the District from exercising these rights in any particular way.

These rights include, but are not limited to:

- a) the right to determine and from time to time re-determine the number, location and types of its properties, facilities, and operations, and the methods, processes and materials to be employed;
- b) the right to determine schedules and hours of work;
- c) the right to select and determine the number of hours per day and week during which its operations shall be carried on;



- d) the right to select and determine the number of employees required and to assign work to such employees, however, whenever an employee works outside of his position and in a higher paid position, for such work time of one hour or more, he shall receive the entry level of pay of that position or an adjustment of ten percent (10 %) of his present rate of pay, whichever is greater;
- e) the right to hire, lay off, assign, transfer, promote, and determine the qualifications of employees, but no involuntary transfer shall be made without the District first making a reasonable effort to implement a voluntary transfer; the District shall give due consideration to an employee's seniority when contemplating transfers;
- f) the right to discipline and discharge employees for cause, including violations of any of the terms of this Agreement;
- g) the right to determine whether and to what extent the work required in the District's operations shall be performed by employees covered by this Agreement; and
- h) whenever the District may assign to any member of the bargaining unit interim supervisory responsibilities outside the bargaining unit, any employee so assigned may, when requested to fulfill these responsibilities, decline to accept the assignment without reprisal. The Union will be so notified upon such assignments. This paragraph is inapplicable in emergency situations.

### **Section 3.2**

When an employee is promoted, including any current promoted introductory employees, said employees shall be compensated at the entry level rate set forth in Article 12, Section 12.1. The District shall have the right to review that employee's performance in his new position for a three month period from the date of promotion and within such period may, for unacceptable performance, demote said employee back to his former or similar position at the rate of pay in his former job including any increases the individual would have received had he not been promoted. At the time of the demotion, there shall be no introductory period for the individual in the position to which he is demoted. This may require other members of the unit to be returned to their previous positions, or newly hired employees to be laid off, if they received a promotion or job based on a promotion described above. This provision shall not be construed to limit the right of the District to discipline any employee for just cause, including the imposition of discharge for misconduct.

### **Section 3.3**

The Union Stewards and Business Manager of the Union, or his appointee, shall, upon written request received by the District forty-eight (48) hours in advance, have access to relevant records in a bargaining unit employee's personnel file whenever the employee gives his consent to this disclosure or when said employee has a grievance that is scheduled for arbitration.

**Section 3.4**

No unit employee will be adversely affected in hours worked by reason of the assignment of work to a supervisor not a member of the bargaining unit, subcontracting or by reason of a volunteer performing work for the District. No unit work will be performed by non-bargaining unit supervisors, subcontractors or volunteers when any unit member on layoff has the proven ability to perform the work or is scheduled to work less than 40 hours per week because of lack of work. In addition, the parties agree that supervisors outside the bargaining unit will ordinarily not perform work normally assigned to employees covered by this Agreement; however, consistent with past practice, these supervisors may on occasion perform such work where circumstances or emergencies require.

**ARTICLE 4**  
**SAFETY**

**Section 4.1**

The parties agree that safety policies and procedures are of the utmost importance to all employees and to the public at large. Accordingly, safety policy and procedure set forth in the Personnel Policies and Procedures Manual at Section 11, Number 1, and Section 8, Number 8 are explicitly incorporated in this Agreement as though fully set forth in this Agreement.

**Section 4.2**

During the term of this Agreement, members of the bargaining unit shall be appointed to serve upon the District's Safety Committee.

**Section 4.3**

The Drug-Free Workplace and Commercial Driver's License Policies and Procedures as set forth in the Personnel Policies and Procedures Manual are explicitly incorporated in this Agreement as though fully set forth in this Agreement.

**ARTICLE 5**  
**HOURS OF WORK AND OVERTIME**

**Section 5.1 - Normal Work Hours**

The normal work day shall begin no earlier than 6:00 a.m. and not later than 6:30 a.m., and shall consist of eight (8) hours of work, excluding a one-half (1/2) hour unpaid lunch period.

This schedule is inapplicable to bargaining unit employees assigned to golf courses and to those other employees to whom this schedule has been inapplicable under past practice. The District, between April 15<sup>th</sup> and November 15<sup>th</sup> of each year, may adjust the normal work hours to begin work between 6:00 a.m. and 9:00 a.m. solely for the Nursery Coordinator position for the express purpose of helping the Forest Preserve District in running its volunteer program. In such instances, overtime rates will

apply after the first eight (8) hours worked, excluding a one-half (1/2) hour unpaid lunch.

Eight (8) hours constitute a day's work, and forty (40) hours constitute the normal work week the year round. An employee shall be paid for any time worked during his lunch break.

The Golf Course Mechanic, Assistant Golf Course Mechanic and Assistant Site Superintendent may adjust the normal work hours to begin work between 5:00 a.m. and 6:30 a.m. Overtime rates will apply after the first eight (8) hour worked, excluding a one-half (1/2) hour unpaid lunch.

### **Section 5.2 - Normal Work Week**

The normal work week shall be Monday through Friday except for those employees who have normally been scheduled to work other than Monday through Friday based on the past practice existing at the time of this Agreement.

### **Section 5.3 - Overtime and Call-Outs**

Time and one-half shall be paid for all hours in excess of eight (8) hours per day.

A minimum two-hour guarantee will be provided for all call-outs. A four-hour minimum guarantee will be provided for call-outs for snow removal. All call-out hours for which an employee is called to work, prior to the normal start time, are overtime hours. In the event of an overlap of the guaranteed overtime and regular work day, only the overtime hours shall be paid. In such cases of overlap, the employee's work day will end at the normal end of the work day.

## **ARTICLE 6** **EMPLOYEE BENEFITS**

### **Section 6.1 Vacation**

One (1) through five (5) years employment - ten (10) days

Six (6) through twelve (12) years employment - fifteen (15) days

after thirteen (13) years employment - twenty (20) days

### **Section 6.2 Paid Holidays**

Employees are entitled to thirteen (13) paid holidays as provided in the Personnel Policy and Procedures Manual. When an employee works on New Year's Day, Memorial Day, Independence Day, Labor Day or Christmas Day he shall be paid at two (2) times his regular pay rate for hours worked that day.

### **Section 6.3 Sick Leave**

Employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Sick Leave may be used for illness, disability, or injury of the employee, appointments with Doctor, Dentist

or other professional medical practitioner, or in the event of illness, disability, or injury of a member of an employee's immediate family. For purposes of definition, the "immediate family" shall be husband, wife, children, mother, father, brother, sister, and grandparents.

Sick Leave may be used in increments of no less than one (1) hour at a time for any of the above reasons. Any such use is subject to twenty-four (24) hours' prior notification to the employee's immediate supervisor, if possible.

For the purposes of the provisions contained in this Section "abuse" of sick days or sick leave is the utilization of such for reasons other than those stated. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave. In addition, abuse of sick leave may subject the employee to disciplinary action. All employees agree to cooperate fully with the verification of illness and shall provide upon request a doctor's affidavit at the employee's cost if there are reasonable grounds to suspect abuse. Reasonable grounds may include an employee taking sick days for the calendar year in a fashion that the Employer would call a pattern.

#### **Section 6.4 Sick Leave Accumulation**

Employees may have unlimited accumulation of sick days subject to the provisions and limitations contained in Section 6.5 of this Article.

#### **Section 6.5 Unused Sick Leave and Conversion of Sick Days**

- A. Employees who retire shall be entitled to pay for up to sixty (60) days of unused sick leave on a two for one basis (fifty percent (50%) value). Under certain conditions, a retiring, vested employee can receive up to a maximum of one (1) year of pension service credit for accumulated, unused, unpaid sick leave.
- B. Each year employees with more than thirty (30) days accumulated sick leave may convert to pay the sick leave days in excess of thirty (30) days that were earned in that calendar year, minus any sick leave days taken in that year. Sick days are paid on a two for one basis (fifty percent (50%) value) at the employee's current rate of pay. A second option is to convert unused sick leave to paid days off on a two for one basis with a maximum of ten (10) days converted to five (5) days in any calendar year. If the employee does not elect one of these options, those sick leave days for that calendar year cannot be claimed for reimbursement in subsequent years. They must be maintained as sick leave days available to be taken.

#### **Section 6.6 Procedures**

No employee will be permitted to take pay for sick days if they have not yet been earned. Sick days shall be paid at full pay at the current rate of compensation. The Department Director or designee may direct an employee who appears ill to leave work to protect the health of other employees.

### **Section 6.7 Health Insurance**

Bargaining unit employees under this Agreement shall receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost as other District employees.

The employee contributes a portion of the premiums of both dependent health insurance coverage and dependent dental coverage. Any additional contributions towards increased dependent medical premiums and/or dependent dental premiums approved by the Lake County Forest Preserve District Finance and Administrative Committee for all other District employees and effective during the term of this Agreement shall be granted to all employees under this Agreement.

### **Section 6.8 Statutory Benefits**

The District makes periodic contributions to the Illinois Municipal Retirement Fund, Social Security and Workers Compensation premiums.

### **Section 6.9 Personal Day Leave**

Personal leave shall be granted in accordance with the terms set forth in the Personnel Policy and Procedures Manual, except as follows:

Personal leave time may be taken for reasons consistent with the Personnel Policy and Procedures Manual, provided no less than forty-eight (48) hours written notice is received by the Department Director, and approval is given by the Department Director.

Under emergency situations personal leave time may be taken without forty-eight (48) hours notice, e.g., death of a family member, serious family illness, or another unforeseeable event of an emergency nature. In such cases the Department Director must receive notice of the time off prior to the requested personal leave time.

### **Section 6.10 Uniforms**

The District provides uniforms to be worn at all times while on duty, including hats, shirts, pants, safety boots, overalls and outerwear. When employees are required to work in the rain the District shall provide rain gear, consisting of a rain jacket with hood, and rain pants.

### **Section 6.11 Tool Allowance Option**

Any employee classified within these trade positions: Carpenter Crew Chief, Carpenter, Plumber, Electrician/HVAC Crew Chief, Electrician/HVAC Technician, Mechanical Services Technician, and Mechanical Services Crew Chief may receive an annual tool allowance, by agreeing with his Department Director, to perform his duties with his own personal hand tools (excluding any electrical, battery powered or pneumatic powered hand tools). Such employee has the right to request the presence of the Union Steward when such an agreement is made, which is made annually and in writing. The annual tool allowance, indicated below, is paid in equal quarterly installments:

Carpenter Crew Chief or Carpenter:	\$550.00 per year
Electrician/HVAC Crew Chief, Electrician/HVAC Technician or Plumber:	\$700.00 per year
Mechanical Services Crew Chief or Mechanical Services Technician:	\$950.00 per year

Tool insurance coverage will be provided to each eligible employee referenced above who makes this election. This coverage applies only to hand tools stored on District property or in District vehicles, and used only within the scope of work covered by this Agreement.

**ARTICLE 7**  
**LAYOFFS**

When a lack of work makes it necessary to reduce the number of employees, the District will give notification of the layoff to the affected employees not less than thirty (30) calendar days prior to the date on which they are to be laid off, provided they are no longer introductory employees. If an employee who is to be laid off because of a lack of work is still in his introductory period, the District will provide notification to the employee no less than five (5) working days prior to the date he is to be laid off.

**ARTICLE 8**  
**PERSONNEL POLICIES AND PROCEDURES MANUAL**

Except to the extent expressly abridged by a specific provision of this Agreement, the parties agree that, throughout the term of this Agreement, all provisions of the District's Personnel Policies and Procedures Manual that apply generally to the terms and conditions of the employment of District employees shall apply with equal force to the employees covered by this Agreement. Subject to the foregoing, the Personnel Policies and Procedures Manual is expressly incorporated herein by reference and is made a part of this Agreement.

Any and all changes, revisions, or modifications of the manual which affect the terms and conditions of employment and which changes, revisions, or modifications fall outside the scope of management rights as provided for in this Agreement, may be made only after, upon notice to the Union, an opportunity has been provided for collective bargaining with the Union.

**ARTICLE 9**  
**ADJUSTMENT OF DISPUTES**

**Section 9.1 Definition.**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. A “grievance” is defined as any dispute or difference of opinion raised by an employee against the Employer involving the meaning, misinterpretation or misapplication or violation of a

provision of this Agreement. All of the time limits set forth below are of the essence. No grievance shall be accepted or appealed unless submitted within the time limits established in Section 9.2. Oral reprimands are not grievable but the employee may file a written reply to any oral reprimand.

### **Section 9.2 Grievance Steps**

**STEP ONE** - The Union or an employee having a dispute, or a designated member of a group having a dispute, within five (5) days of the occurrence or knowledge of the dispute, shall submit a grievance in writing to the appropriate Divisional Manager. It shall contain specific information relating to the alleged difference to enable the Manager to make a prompt reply. A meeting shall be held for the purpose of discussing the grievance within five (5) days after the grievance has been referred to the Manager. The Manager shall then attempt to adjust the matter and shall respond in writing within five (5) calendar days after such discussion. If the matter remains unsettled at the end of five (5) working days after it has been presented to the Manager, it shall be considered denied, unless it has been processed further pursuant to this Article. The employee and the District cannot agree to resolve a grievance in derogation of an existing contract provision without the Union's written approval.

**STEP TWO** - If the grievance remains unresolved, the employee or Union, within five calendar days of the Manager's decision, may then take the grievance to the Department Director or his designee and a meeting shall be held within ten (10) working days after receipt of the grievance for the purpose of discussing the grievance. Within five (5) working days after said meeting, the Department Director shall rule on the grievance in writing, and if the grievance remains unsettled, the Union may, within five (5) calendar days after the Department Director's disposition, carry the grievance to Step Three.

**STEP THREE** - A hearing of the written grievance may be requested by the Union with the Executive Director or his designee within five (5) calendar days of the ruling by the Department Director. The date of such Step Three meeting shall be mutually agreed upon by the Union and the Executive Director or his designee, but will be held no later than ten (10) calendar days from the date of the request by the Union, and the difference shall be processed at said Step Three meeting. Both parties shall have the right to call in witnesses, if necessary. The Executive Director or his designee shall confirm his decision in writing to the Union within five (5) working days following the hearing. In discipline and discharge cases, the Executive Director or his designee, and the Union shall have the right, by mutual agreement, to change the degree, type or method of discipline or discharge as the equities of each case may require.

### **STEP FOUR: Arbitration.**

If the answer at Step Three is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within fourteen (14) calendar days after receipt of the Executive Director's answer at Step Three or the failure of the Executive Director to answer within five (5) calendar days as set forth in Step Three. The Union must serve both the Executive Director and the Director of Administration of the District with written notice of intent to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the Executive Director's answer at Step Three.

The parties shall attempt to agree on an arbitrator within ten (10) calendar days. The arbitrator shall be notified of his or her selection by a joint letter from the District and the Union, requesting that he or she set a time and place for the hearing, subject to the availability of the District and Union representatives and shall be notified of the issue.

In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event the District's representative does not sign and submit said request to FMCS or return it to the Union fully signed within ten (10) calendar days after receipt by the District's representative, the Union may file a request that is consistent with the provision of this subsection with the FMCS signed only by it with notice to the District. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who have offices within a radius of 65 miles from Libertyville, Illinois. The District and the Union shall have the right alternately to strike names from the panel. One party shall strike a name. The other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall participate in a coin toss to determine which party shall strike the first name from the panel.

The arbitrator shall be notified of his or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and District's representatives.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The District or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the District.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement.

All the expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

The decision and award of the arbitrator shall be final and binding on the District, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made,



providing it pays for the record. If either party uses the services of an expert witness such cost shall be borne by that party.

**Section 9.3. Limitations on Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement and the remedy, if appropriate. Any decision or award of the arbitrator rendered within the limitations of this Section 9.3 shall be final and binding upon the District, the Union, and the employees covered by this Agreement.

**Section 9.4. Time Limits**

- A. Grievances may be withdrawn in writing at any step of the grievance procedure with prejudice. Grievances not advanced in Steps 1, 2, and 3, within the designated time limits will be treated as a withdrawn grievance.
- B. The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved at that particular step.
- C. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step, except Step Four.

**Section 9.5. Mutually Exclusive.**

The Parties further agree that the Grievance Procedure provided to employees in Article 9 of this Agreement and the hearing process provided by the District's Personnel Policies and Procedures Ordinance are mutually exclusive and no relief shall be available under the Grievance Procedures of this Agreement for any action pursued under Section 10 of the District's Personnel Policies and Procedures Ordinance.

Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific waiver by the Union and the involved employee of the right to challenge the same matter before the dispute resolution forum listed above and a form containing such specific waiver shall be provided to and executed by the Union and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement.

**Section 9.6. Time Off.**

The grievant(s) and union grievance representatives(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances; however, such activity may not interfere with operations. A Union Representative who is called back on his day off as a result of the Employer scheduling a grievance meeting shall have such time spent paid for at his/her straight-time hourly rate. Witnesses whose testimony is pertinent to the union's presentation or argument will be

permitted reasonable time without loss of pay to attend grievance meetings provided, however, such attendance may not interfere with operations. No employee or Union Representative shall leave his work to investigate, file or process grievances without first notifying and making mutual arrangements with his supervisor or designee as well as the supervisor of any employee to be visited, and such arrangements shall not be denied unreasonably.

## **ARTICLE 10** **UNION ACTIVITY**

The District agrees that it will not discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that it will not require of employees the payment, as a condition of becoming or remaining a member of the Union, of any fee which is excessive or discriminatory. The Union further agrees that its Officers, Members and Stewards will not engage in union activity on the District's time or property in such manner as to interfere with the efficient operation of the District nor in such manner as to interfere with the work or attendance at work of any employee.

The President/Business Manager of the Union may, at his sole discretion, appoint no more than two Stewards.

Any travel for purposes of Stewardship shall not be conducted in District vehicles, and the time devoted to Stewardship, including travel, shall be accounted for using standard District timekeeping methods. The Steward shall notify his Divisional Manager upon the commencement of any Union activity and also upon return to work there from. All reasonable time spent by the Steward in performing steward functions during normal work hours shall be considered work time.

## **ARTICLE 11** **GENERAL**

### **Section 11.1**

The District shall provide the Union prompt and written notice of the employment or termination of employment of any employee covered by this Agreement.

### **Section 11.2**

Any reference herein to the masculine gender shall be construed to refer to both genders unless specifically designated otherwise.

### **Section 11.3**

The parties agree that, in negotiating this Agreement, they have had a full opportunity to meet and confer about wages, hours and other terms and conditions of employment of the members of the bargaining unit. The parties agree further this Agreement represents an agreement as to matters of concern that may have arisen between them during the course of the negotiations. There are no other contracts or agreements, written or oral, concerning this bargaining unit, outside of this Agreement. This provision shall be interpreted to allow free and open discussion by the parties, of matters of mutual concern, during the duration of this Agreement, including all necessary contract administration.

#### **Section 11.4**

Grounds maintenance seasonal employees at the golf courses shall complete their seasonal employment by November 30 of each year.

## **ARTICLE 12** **WAGES**

#### **Section 12.1 Wage Schedule**

Effective on the date of the execution of this Agreement the entry level and maximum rates for the positions covered shall be as set forth in *Appendix A and B*. The District reserves the right to start a new employee above the entry level rate. Upon the effective date of any promotion, the promoted employee shall receive a ten (10) % wage increase or the entry level wage rate of the new position, whichever is greater. An employee's rate of pay shall not exceed the maximum for the position.

#### **Section 12.2**

Employees shall be compensated in accordance with the Wage Schedule in *Appendix A and B*. The following across the board increases shall be applicable:

Wage Schedule:

Effective 12/01/13 – Appendix A and B. 2.75% across the board increase\*.

Effective 12/01/14 – 2.5% across the board increase\* provided that should non-union personnel at the District receive a larger merit pool percentage effective July 1, 2014, employees covered by the contract will receive the same percentage increase.

\* Employees who receive the lowest rating on the District's evaluation rating system shall not receive an increase.

#### **Section 12.3 Out-of-Classification Pay**

Whenever an employee is assigned by Management to work outside of his position and in a higher paid position, for such work time of one hour or more, he shall receive the entry level of pay of that position or an adjustment of ten percent (10 %) of his present rate of pay, whichever is greater.

An employee has the right to decline the out-of-classification assignment, other than in the case of an emergency, and will not face discipline or any other consequence as a result.

In the event that Management fails to make such an assignment, no employee shall be held accountable for not performing the out-of-classification work.

**Section 12.4 New Employee**

Any newly hired employee shall be considered introductory for a six-month period and shall be compensated at no less than the entry level rate set forth in the Wage Schedule in *Appendix B*. The District shall have the right to review a new employee's performance and terminate him at any time during the introductory period.

**Section 12.5 Performance Evaluation Plan**

The performance of all employees shall be evaluated once each year. Any employee who receives the lowest rating on the District's evaluation rating system shall not receive an increase.

**ARTICLE 13**  
**DURATION**

This Agreement is effective for two (2) years, beginning with the date of the execution of this Agreement and expiring November 30, 2017. This Agreement shall automatically renew at the date of its expiration unless either party serves written notice upon the other party no less than ninety (90) days, and no more than one hundred twenty (120) days prior to the expiration date, to negotiate any modifications hereunder.

**Lake County Forest Preserve District**

BY: \_\_\_\_\_  
Ann Maine, President

DATE: \_\_\_\_\_

**Construction and General Laborers  
Local Union Number 152**

BY: \_\_\_\_\_  
Shawn Fitzgerald, President/Business Manager

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

(SEAL)

## Appendix A

### Salary Schedule for Construction and General Laborers Local 152 Hired Before December 1, 2013

Pay Grade	Position Title	12/1/2015		12/1/2016	
		Min	Max	Min	Max
<b>A</b>	Assistant Golf Mechanic Assistant Site Superintendent Maintenance Worker	\$22.46	\$ 31.86	\$22.46	\$32.34
<b>B</b>	Sign Service Technician Preserve Maintenance Crew Chief Forestry Technician Golf Course Mechanic Natural Resource Technician Equipment Operator Nursery Coordinator Painter/Taper Survey Technician	\$24.03	\$34.09	\$24.03	\$34.60
<b>C</b>	Electrician/HVAC Technician Plumber Preserve Maintenance Crew Chief II Mechanical Service Technician Natural Resource Crew Chief Forestry Crew Chief Heavy Equipment Operator Painter Crew Chief Carpenter	\$25.71	\$36.47	\$25.71	\$37.02
<b>D</b>	Construction Crew Chief	\$27.51	\$39.04	\$27.51	\$39.63
<b>E</b>	Electrician/HVAC Crew Chief Mechanical Service Crew Chief Carpenter Crew Chief Heavy Equipment Operator Crew Chief	\$29.43	\$41.76	\$29.43	\$42.39

## *Appendix B*

### Salary Schedule for Construction and General Laborers Local 152 Hired After December 1, 2013

Pay Grade	Position Title	12/1/2015		12/1/2016	
		Min	Max	Min	Max
<b>A</b>	Assistant Golf Mechanic Assistant Site Superintendent Maintenance Worker	\$20.21	\$29.38	\$20.21	\$29.38
<b>B</b>	Sign Service Technician Preserve Maintenance Crew Chief Forestry Technician Golf Course Mechanic Natural Resource Technician Equipment Operator Nursery Coordinator Painter/Taper Survey Technician	\$21.63	\$31.43	\$21.63	\$31.43
<b>C</b>	Electrician/HVAC Technician Plumber Preserve Maintenance Crew Chief II Mechanical Service Technician Natural Resource Crew Chief Forestry Crew Chief Heavy Equipment Operator Painter Crew Chief Carpenter	\$23.14	\$33.64	\$23.14	\$33.64
<b>D</b>	Construction Crew Chief	\$24.76	\$36.00	\$24.76	\$36.00
<b>E</b>	Electrician/HVAC Crew Chief Mechanical Service Crew Chief Carpenter Crew Chief Heavy Equipment Operator Crew Chief	\$27.96	\$38.51	\$27.96	\$38.51