

COLLECTIVE BARGAINING AGREEMENT

Between

SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS (SMART),
LOCAL NO. 73

And

FOREST PRESERVE DISTRICT OF COOK COUNTY

Effective

January 1, 2021 thru December 31, 2025

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the Forest Preserve District of Cook County, hereinafter referred to as the “District” and the Sheet Metal, Air, Rail & Transportation Workers, Local No. 73, hereinafter referred to as “Union.”

ARTICLE I

Recognition

Section 1. Representative Unit:

The District recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for providing rate employees in the unit the Union currently represents.

The District recognizes that the Union has historically and traditionally represented District employees and the District is convinced that a substantial majority of the employees covered by this agreement desire the Union to represent them for purposes of collective bargaining and contract administration matters.

Appendix A lists the current job classifications represented by the Union and the rates of pay for each such job classification. The job classification listed in Appendix A is for descriptive purposes. Its use is neither an indication nor a guarantee that any classification or title set forth therein will continue to be utilized by the District.

Section 2. Union Membership:

The District will grant the Union an opportunity during the orientation of new employees in the classifications it currently represents to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement. Each Employee who on the effective date of this Agreement is a member of the Union and each Employee who becomes a member after that date shall maintain his/her membership in good standing in the Union during the term of this Agreement.

Section 3. Dues Check-off:

With respect to any employee from whom the District receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the District, the District shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the District will continue to retain a service charge of five cents (5¢) for making such deduction.

If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said amounts.

Section 4. Indemnification:

The Union shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the District for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II

District Authority

Section 1. District Rights:

The Union recognizes that the District has the full authority and responsibility for directing its operations and determining policy. The District reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the District shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Section 2. District Obligation:

The Union recognizes that this Agreement does not empower the District to do anything that it is prohibited from doing by law.

Section 3. Union and District Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and District agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and District shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

ARTICLE III

Hours of Work and Overtime

Section 1. Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 2. Regular Work Periods:

Forty (40) hours shall constitute the workweek for all employees. In general, the normal workday shall be (8) consecutive hours, at the job site, with a daily one-half hour unpaid lunch period. Scheduled working times will be from 6:30 a.m. to 3 p.m. Any changes will be negotiated with the Union prior to implementation.

Section 3. Overtime Pay:

Overtime work performed on a Saturday, Sunday or Holiday or outside the regularly scheduled workday will be compensated with compensatory time off at the rate of one and one-half (1 ½) within the same pay period as far as possible. In all cases, the provisions of the Fair Labor Standards Act will be followed.

Section 4. No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision.

Section 5. Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The District will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the District may assign the overtime work to any employees immediately available in that same classification. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the District will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The District shall maintain such records as may be necessary to establish the overtime hours worked by each employee, which records shall be available for inspection by the Union.

Section 6. Call Back Pay:

An employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate. Any bargaining unit work started shall be paid a minimum of four (4) hours pay at the applicable rate.

**ARTICLE IV
Rates of Pay****Section 1. Hourly Wage Rates:**

The District will pay the prevailing hourly wage rate for Cook County as certified/established by the affected Unions. Notification of the prevailing hourly wage rate shall be provided to the District by the affected Unions no later than May 1. The prevailing hourly wage rate will be that rate set out for Cook County effective with the first full pay period after June 1 and no later than June 30. Retroactivity will be established each year no later than thirty days after the effective date. Each wage period will extend from June 1 through May 31 of the following year. Nothing herein is to be construed to preclude the District from implementing language in other provisions of this agreement relating to economic hardship of the District.

Section 2. District Hardship:

Notwithstanding any other provision of this contract, in the event of financial hardship of the District or other event during which adherence to the provisions of Section 1 of this Article, or the wage rates in Appendix A, would cause the District hardship, the District will notify the Union and the parties will agree to meet.

**ARTICLE V
Seniority****Section 1. Human Resources Act:**

Certain matters of appointment, tenure and promotion are governed by the Human Resources Act and/or the Employee Appeals Board of the Human Resources Ordinance (superseded Civil Service Act). It is understood by the Union and the District that the Ordinance and Board rules are controlling.

Section 2. Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one (1) year. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be notified about the institution of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 3. Definition of Seniority:

Seniority is an employee's length of most recent continuous employment with the District since his/her last hiring date as a full-time employee.

Section 4. Reduction in Work Force, Layoff and Recall:

Should the District determine that it is necessary to decrease the number of employees within a job classification, the surplus employees in the classification shall be removed from it in inverse order of seniority in the bargaining unit within the District department or institution. Where possible, surplus employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classifications held by them at the time of the reduction in force. Employees will be recalled to the classification held by them at the time the decrease in the work force is first put into effect, if a vacancy exists.

If an employee to be laid off was promoted from a bargaining unit position to another bargaining unit position, he/she will be allowed to displace (bump) the least senior employee in the most recent lower job title he/she has held, provided that his/her seniority is greater than the least senior employee and provided that he/she then possesses the ability to perform the lower title job to the District's satisfaction without further training.

Section 5. Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the District to his/her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within five (5) calendar days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 6. Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the District, shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

Section 7. Termination of Seniority:

An employee's seniority or employment relationship with the District shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive workdays without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation satisfactory to the District for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the District, for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to report for work upon recall from layoff within ten (10) working days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the District;
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the District in writing.

Section 8. Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 7, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 9. Discipline:

Employees who are to be or may be disciplined are entitled to Union representation in any disciplinary proceedings consistent with the Forest Preserve Disciplinary Action Policy and Procedure.

**ARTICLE VI
Holidays**

Section 1. Regular Holidays:

The following are regular holidays for employees historically compensated at an hourly rate:

New Year's Day	Fourth of July
Memorial Day	Labor Day
Thanksgiving Day	Christmas Day

Should a certain holiday fall on Saturday, the preceding Friday shall be set as a holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

Floating Holiday: The existing floating holiday (in lieu of Good Friday) shall be credited to employees on January 1 of each year, and must be used by the employee between January 1 and December 31. The floating holiday may not be carried over into the next fiscal year and must be used in full day increments. The floating holiday will be scheduled in accordance with the procedures for vacation selection. A request for a floating holiday shall not be unreasonably denied.

Section 2. Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation acceptable to the District.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation leave during such period, unless the employee has a reasonable explanation acceptable to the District.

Section 3. Holidays in Vacation:

If a holiday falls within an employee's schedule vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 4. Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation, acceptable to the District for failing to report.

ARTICLE VII Vacations

Section 1. Eligibility:

Employees who have completed one year of service with the Forest Preserve District shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1 thru 6 th	10 working days	20 working days
7 th thru 14 th	15 working days	30 working days
15 thru	20 working days	40 working days

Section 2. Vacation Accrual:

Vacation accruals shall be in accordance with the bi-weekly payroll system. Employees must be in a pay status at least 5 days in a pay period to earn time in that period.

Section 3. Vacation Pay:

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 4. Vacation Preference and Scheduling:

Employees may use only such vacation leave as has been earned and accrued. However, the General Superintendent may authorize vacation leave prior to the time an employee has rendered one year of continuous service to the District, if in his opinion it would be beneficial to the best interests of the District. The head of the department may establish the time when the vacation shall be taken.

Section 5. Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation and holiday pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

**ARTICLE VIII
Welfare Benefits**

Section 1. Hospitalization Insurance:

Health insurance and prescription plans will be provided in accordance with the Cook County health insurance and prescription plans offered by Cook County to employees of the District and Cook County. All rules and procedures governing the calculation and collection of contributions for such plans shall be established by Cook County. This provision specifically excludes health care modifications awarded through interest arbitration or mediation.

Section 2. Sick Pay:

- A. All bargaining unit employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for every month of service, but at no time to exceed one hundred seventy-five (175) working days. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.
- B. Records of sick leave credit and use will be maintained by each office or department through the CCT System, or successor time-keeping system of the District. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job-related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive workdays of absence due to illness, employees shall submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees. Employees shall not be disciplined for the bona fide use of sick leave.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness and may be required to undergo examination by a doctor designated by the District before returning to work. Employees will present their doctor's statement to the District Department of Human Resources and will be referred to a doctor designated by the District, if any, at that time.

For health-related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason

to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine the employee's vacation and sick leave.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 3. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the Forest Preserve District Employees Annuity and Benefit Fund of Cook County. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the District otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 4. Life Insurance

All employees shall be provided with two thousand five hundred dollars (\$2,500.00) of life insurance at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary.

Section 5. Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/10-101 et seq.

ARTICLE IX Leaves

Section 1. Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband, wife, son, daughter (including step children and foster children) brother, sister, grandparents, grandchildren and spouse's parents.

- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

Section 2. Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence.

Section 3. Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) workdays for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 8 of this Article.

Section 4. Military Leave:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or Illinois statute or Cook County Ordinance (e.g. USERRA).

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year or as extended in accordance with federal or state statutes or Cook County policy on military leave.

Section 5. Regular Leave:

An employee not affected by the leave of absence rules of the Human Resources Ordinance may be granted a leave of absence without pay by the Department Head, with the written approval of the General Superintendent. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the Forest Preserve District not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make a written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the General Superintendent for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from District service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 6. Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum childcare. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the General Superintendent.

Section 7. Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the Forest Preserve District Employees Annuity & Benefit Fund of Cook County).

Section 8. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the District's Payroll Office prior to departure on the leave. For the failure to make such arrangements the District may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 9. Paid Parental Leave:

An eligible employee shall be entitled to all benefits provided by the Cook County Bureau of Human Resources Parental Leave Policy effective July 1, 2023. Paid Parental Leave shall be considered an alternative to Maternity/Paternity Leave under Section 9.6. An employee who chooses Paid Parental Leave will not be eligible for additional Maternity/Paternity Leave.

**ARTICLE X
Additional Benefits**

Section 1. Jury Make-Up Pay:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the District shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 2. Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular workday so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) workdays prior to the election.

**ARTICLE XI
Grievance Procedure**

Section 1. Policy:

The provisions of this Article supplement and modify the provisions of the District's Grievance Procedure applicable to all employees.

Section 2. Definition:

A grievance is a difference between an employee or the Union and the District with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the District's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Chief of Human Resources.

Section 3. Representation:

Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the District may be initiated at Step Two by a Union representative.

Section 4. Grievance Procedure Steps:

The steps and time limits as provided in the District's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limited This Step (Calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Department Head	5 days	5 days
2	5 days	General Superintendent/Designee	5 days	10 days
3	10 days	Chief of Human Resources/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 5. Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the District.

Section 6. Step 4:

Grievances which are not resolved at Step Three may be appealed by the Union to Step Four. At Step Four a neutral person acceptable to the District and the Union will hear the facts and arguments and decide the issue.

Section 7. Stewards:

The Union will advise the District in writing of the names of the stewards in each department or area agreed upon with the District and shall notify the District promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure

during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 8. Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the District Department for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the General Superintendent/Designee and District Department Head/Designee in a manner suitable to the District and on each occasion will first secure the approval of the General Superintendent/Designee and District Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the District. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Forest Preserve department rules applicable to non-employees.

ARTICLE XII
Continuity of Operation

Section 1. No Strike:

The Union would not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the District's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 2. Union Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the District in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the District to accomplish this end.

Section 3. Discharge of Violators:

The District shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the District may not be disturbed.

Section 4. No Lockout:

The District agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 5. Reservation of Rights:

In the event of any violation of this Article by the Union or the District, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

**ARTICLE XIII
Miscellaneous****Section 1. No Discrimination:**

The District and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief, age, sex, marital status, disability or activity on behalf of the Union.

It is the policy of the Forest Preserve District that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

Section 2. Safety:

The District will continue to make reasonable provisions for the safety of its employees during their hours of employment. The District also appreciates suggestions from employees concerning safety manners, and will meet periodically with the Union to discuss same.

Section 3. Voluntary Workers:

Voluntary organizations and workers perform services that are a valuable and necessary contribution to the operation of the District. Also, the District engages in educational and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the District. The District shall continue to have the right to participate in Federal, State, and County programs and shall continue to have the right to avail itself of any and all such voluntary services. No regular employees shall be laid off because of work done by volunteers.

Section 4. Bulletin Boards:

The District will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the General Superintendent Designee or District Department Head for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Forest Preserve property other than herein provided.

Section 5. Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 6. Sub-Contracting:

All Bargaining Unit work that comes within the jurisdiction of the Union that is sub-contracted, shall be at the sole discretion of the District. This sub-contracting shall, at all times, be in compliance with State and Federal Statutes and not be used to undermine the Bargaining Unit.

Section 7. Apprenticeship Program:

The District and the Union agree to the principle of employing apprentices, when appropriate to do so, on an equal opportunity basis. To that end, during the term of this agreement but no later than three (3) months from ratification, the District and the Union will negotiate in good faith with the full intent of reaching an apprenticeship agreement to be appended to this agreement and to be implemented at a time when the District deems it appropriate after agreement with the affected Unions.

Section 8. Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at the current rate as set forth in the District's then existing "Travel Expense Reimbursement Policy."

Section 9. Technological Advances

In the event of changes in District operations brought about by technological advances, the District and the Union agree that Employees will be expected to perform any reasonable duties as assigned and that the District will provide the appropriate training related thereto.

Section 10. Drug and Alcohol Policy

Union members shall be bound by the rules and procedures established in the District's Alcohol and Controlled Substance Use Policy.

Section 11. GPS/AVL

In order to ensure the safety of District employees and to promote the efficiency and economy of operations, the District may install any recording medium in any of its facilities install a Global Positioning System ("GPS") and/or Automatic Vehicle Locator (AVL) on its vehicles and other equipment. The primary purpose of the GPS and/or AVL is to ensure the efficient use of District resources and not to discipline employees. The Union reserves the right to authenticate the accuracy of GPS or AVL equipment. The District may use data gathered from GPS or AVL as evidence in making disciplinary decisions. The GPS or AVL will not be used as the sole source of evidence in making disciplinary decisions. The GPS or AVL shall not be used in a discriminatory or harassing manner.

Employees will be notified of any policy violation as soon as practicable but in no case more than 30 days after the violation. The Union shall be provided with a copy of relevant GPS or AVL records upon request. A copy of the capabilities of the GPS or AVL shall be furnished to the Union and posted on the District's shared drive. Any future changes to the GPS or AVL capabilities shall be immediately communicated to the Union in writing and posted on the District's shared drive.

Section 12. Filling of Vacancies:

The District will attempt to provide notice via email to the Local Union at the time of posting for an existing or new position that is to be filled within their unit. This notice will provide the Union the opportunity to notify qualified individuals of the job opening. If such notice is not sent to the Local Union, it will not invalidate or otherwise impede any aspect of filling the position.

ARTICLE XIV

Duration

Section 1. Term:

This Agreement shall become effective on January 1, 2021 and shall remain in effect thru December 31, 2025. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 2. Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Forest Preserve District Commissioners, and to the General Superintendent of the Forest Preserve District 536 North Harlem Avenue, River Forest, Illinois 60305, with copies to the County's Chief of Human Resources, Room 840, 118 N. Clark Street, Chicago, Illinois 60602, or if by the District, then such notice shall be addressed to Sheet Metal, Air, Rail & Transportation Workers, Local No. 73, 205 West Wacker Drive, Suite 1700, Chicago, IL 60606. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 12th day of Nov, 2024

FOREST PRESERVE DISTRICT OF COOK COUNTY

BY: Toni Preckwinkle
TONI PRECKWINKLE
PRESIDENT

ATTEST: Lynne M. Turner
SECRETARY

UNION: SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS, LOCAL #73

BY: Dave Brown
Dave Brown
Business Representative
Sheet Metal, Air, Rail & Transportation Workers, Local 73

APPENDIX A

Sheet Metal, Air, Rail & Transportation Workers, Local 73

<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
Sheet Metal Worker	\$47.50	6/21 to 5/22
	\$49.10	6/22 to 5/23
	\$51.15	6/23 to 5/24
	\$53.05	6/24 to 5/25

APPENDIX B

Side Letter of Agreement

Between

SHEET METAL, AIR, RAIL & TRANSPORTATION WORKERS, LOCAL NO. 73

and the

Forest Preserve District of Cook County

In accordance with the attached Side Letter of Agreement and the subsequent Memorandum of Agreement ratified by the Board of Commissioners on July 23, 2024, beginning on February 21, 2022 and for the duration of the 2021-2025 CBA only, Section 6.1 Regular Holidays will be amended to add seven (7) holidays:

Section 6.1 Regular Holidays:

The below additional holidays will be compensated with compensatory time off at the rate of one and one-half (1 ½) within the same pay period as far as possible.

The following seven (7) days are hereby declared holidays in addition to the current six (6) recognized holidays in this provision for all employees in the Chicago Journeymen Plumbers Local Union 130, U.A.:

- Martin Luther King's Birthday – Third Monday in January
- Casimir Pulaski Day – First Monday in March
- Lincoln's Birthday – February 12th
- President's Day – Third Monday in February
- Juneteenth – June 19th
- Columbus Day (or as amended) – Second Monday in October
- Veteran's Day – November 11th

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation acceptable to the District.
- (b) To be eligible for holiday pay, an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs, unless the employee has a reasonable explanation acceptable to the District.
- (c) If a holiday falls within an employee's schedule vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

The Parties agree that this side letter shall not be incorporated into any successor agreement absent the explicit agreement of the Parties.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOREST PRESERVE DISTRICT OF COOK COUNTY
AND SHEET METAL WORKERS INTERNATIONAL ASSOCIATION, LOCAL NO. 73**

1. The Forest Preserve District of Cook County (the "District") and Sheet Metal Workers International Association, Local No. 73 (the "Union") are parties to a collective bargaining agreement setting forth the terms and conditions of employment for Union members. The most recent collective bargaining agreement between the parties has a stated term of January 1, 2018 through December 31, 2020.
2. The parties currently are involved in collective bargaining negotiations but have not yet reached an agreement for the successor to their 2018 through 2020 collective bargaining agreement. However, the parties have reached an agreement regarding observance of the Juneteenth holiday in calendar year 2021.
3. The parties agree that Friday, June 18, 2021, shall be treated as a holiday in celebration of "Juneteenth."
4. This agreement shall not form the basis of any action, in any forum, except as necessary to enforce the provisions of this agreement.
5. This agreement will be considered non-precedent setting and will not be relied upon by the parties to form the basis of any past practice agreement. This agreement reflects the whole agreement between the parties.

**SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION,
LOCAL NO. 73**



Date: JUNE 3, 2021

**FOREST PRESERVE DISTRICT
OF COOK COUNTY**

Arnold Randall

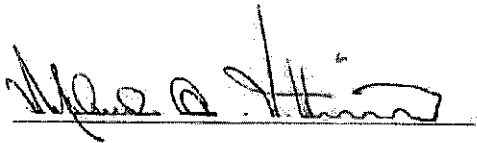
Digitally signed by Arnold Randall
DN: cn=Arnold Randall, o=ou,
email=arnold.randall@cookcountyil.gov,
c=US
Date: 2021.06.04 13:39:31 -05'00'

Date: June 4, 2021

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOREST PRESERVE DISTRICT OF COOK COUNTY
AND SHEET METAL WORKERS, LOCAL 73**

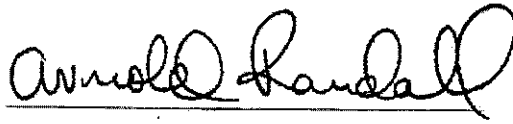
1. The Forest Preserve District of Cook County (the "District") and Sheet Metal Workers, Local 73 (the "Union") are Parties to a collective bargaining agreement ("CBA") setting forth the terms and conditions of employment for Union members. The most recent CBA between the Parties has a stated term of January 1, 2018 through December 31, 2020.
2. The Parties currently are involved in collective bargaining negotiations but have not yet reached an agreement for the successor to their 2018 through 2020 collective bargaining agreement. However, the parties have reached an agreement regarding observance of the President's Day and Casimir Pulaski Day holidays in calendar year 2022.
3. The Parties agree that Monday, February 21, 2022, shall be treated as a holiday in observance of President's Day.
4. The Parties agree that Monday, March 7, 2022, shall be treated as a holiday in observance of Casimir Pulaski Day.
5. All provisions set forth in CBA Article VI, Holidays—including eligibility requirements—apply to the foregoing holidays' observance.
6. This agreement shall not form the basis of any action, in any forum, except as necessary to enforce the provisions of this agreement.
7. This agreement will be considered non-precedent setting and will not be relied upon by the Parties to form the basis of any past practice agreement. This agreement reflects the Parties' whole agreement.

**SHEET METAL WORKERS,
LOCAL 73**



Date: 2 / 17 / 2022

**FOREST PRESERVE DISTRICT
OF COOK COUNTY**



Date: 2-18-22