

AGREEMENT

By and Between

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL NO. 73

FOR TOLL COLLECTORS AND

MONEY ROOM

&

CLERKS, CUSTODIANS and WAREHOUSE WORKERS

JULY 1, 2019 THROUGH JUNE 30, 2023

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AGREEMENT
By and Between
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
and
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73

THIS AGREEMENT is made and entered into on July 26, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, hereinafter called the "Employer," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73, affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter called the "Union" and their successors and assigns on behalf of employees in the collective bargaining units set forth in Article III hereof.

A Copy of this Agreement shall be distributed to all employees covered hereby.

ARTICLE I
Management - Employee Relations Policy

It is hereby declared to be the policy of the Employer to assure employees covered hereby full freedom of association in bona fide and responsible employee organizations.

Employees of the Employer shall have the right to join an employee organization or to refrain from so doing. There shall be no discrimination against any employee for belonging to an employee organization or for not belonging to an employee organization.

Whenever practicable, the Employer shall notify the Union in writing within ten (10) working days, and, upon request of either party, discuss with the Union changes in operation which will have a substantial impact on employees represented by it. Nothing in this paragraph shall preclude the Employer from implementing such change or changes.

In the interest of maintaining good labor relations and for the purpose of providing a means of communication between the Employer and the Union, the Employer agrees to schedule, at the request of either party, Labor/Management Committee Meetings. Either party may request additional meetings if special needs arise. These meetings shall be attended by designated representatives of the Employer, the designated representative of the Union, and not more than twenty-two (22) bargaining unit employees designated by the Union. The employees attending these meetings shall be compensated for the time lost at straight-time rates and mileage as prescribed in Section 13.8(A)(1)(d), provided that their immediate Supervisor shall have been given twenty-four (24) hours' notice of their intent to attend such meeting. Those employees who are working the first shift, will be scheduled off for the first shift immediately prior to or after the meeting off, without loss of their hourly wage rate prescribed in Section 9.1; this shall be considered as time worked for benefit and overtime purposes. The Labor Management Committee Meeting minutes will be given to the representative of the Union within fifteen (15) business days from the date of the requested meeting.

In the exercise of its right to represent employees as herein provided, the designated representative of the Union shall be given reasonable access to work sites for the purpose of discussing with employees on-the-job problems or grievances arising under the terms and conditions of this Agreement, provided such does not interfere with the operations of the Employer.

ARTICLE II

Purpose

It is the purpose of this Agreement to set forth the full and complete understanding of the parties reached as a result of good faith negotiations regarding wages, hours, working conditions and other terms and conditions of employment for the employees covered hereby.

It is the intention and understanding of the parties that the provisions of this Agreement are subject to all applicable laws now in effect or hereafter adopted. In the event any of the provisions of this Agreement are or hereafter become invalid or unenforceable by reason of any federal or state law now existing or hereafter enacted, such invalidity or unenforceability shall not affect the other provisions of this Agreement. Such other provisions shall continue in full force and effect.

ARTICLE III

Recognition

3.1 Union Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative for all Senior Toll Collectors, Toll Collectors, full-time and part-time Money Room Counters and Money Room Clerks, Money Room Truck Drivers, Money Room Counter/Money Room Truck Driver, Maintenance Section Clerks, Parts Clerks, Warehouse Workers and Custodians, but excluding all supervisors, seasonal employees, temporary employees and all other employees of the Employer.

The Tollway acknowledges that although the Lane Walker position is no longer active, the duties of the Lane Walker remain bargaining unit work. The Tollway further agrees that in the event the Tollway creates a new position that contains the duties of the, and the Employer agrees to bargain over the wages and terms and conditions of employment for that position containing the Lane Walker duties. The Tollway further agrees, to the extent allowable by law, to recognize any new position containing the duties of the Lane Walker to be represented by the Union.

3.2 Limitation on Supervisors Performing Bargaining Unit Work

Supervisors, as defined in Section 5.5 and any other non-bargaining unit personnel, except Summer Temporary Employees, shall not normally perform the work of bargaining unit employees except work (1) for purposes of instructing or training employees; (2) of an experimental nature; (3) involving the review of new, altered or repaired equipment; (4) in emergency situations (i.e.,

safety of patrons); or (5) in providing coverage when both clerks at a maintenance location are absent from work.

3.3 Subcontracting

The Employer agrees to assist the Union as needed to register on the Illinois Procurement Bulletin so that it automatically receives notices of solicitation for professional services, construction, and goods and services. The Union may, upon request, meet with the Employer to discuss concerns the Union has that such work is in violation of the prohibitions in Article 3.2 of this Agreement.

ARTICLE IV Non-Discrimination

Consistent with and to the extent provided by Federal, State and Local law, neither the Employer nor the Union shall discriminate against any employee on account of race, color, religion, national origin, sex, age, disability or sexual orientation. Furthermore, the Employer shall not discriminate, interfere with, restrain or coerce employees because of activities on behalf of the Union or because of the exercise of their right to join or refrain from joining the Union. Notwithstanding any other provisions of this Agreement, schedules of employees are subject to change where necessary or appropriate to accommodate employees whose religious convictions prevent their working at certain times.

ARTICLE V Definitions

5.1 Employees

(A) TC

Unless the context clearly indicates otherwise, the term "employee" or "employees" means individuals as defined in Sections 5.2 and 5.3.

(B) Money Room

Unless the context clearly indicates otherwise, the term "employee" or "employees" means individuals as defined in Section 3.1.

"Full-time employees" means all Money Room Counters, Money Room Clerks, Money Room Counter/Money Room Truck Driver (Hybrid Driver) and Money Room Truck Drivers employed by the Employer who normally work forty (40) hours per week or more on a regular schedule.

"Part-time employees" include all Money Room Counters, Money Room Clerks, Money Room Counter/Money Room Truck Driver (Hybrid Driver) and Money Room Truck Drivers employed who normally work less than forty (40) hours per

week. Part-time employees also include, but are not limited to, individuals hired as replacement for a full-time employee temporarily absent from work due to illness, leave of absence or similar reasons. When a part-time employee is assigned as a temporary replacement, the Union will be notified of such assignment.

(C) CCW

Unless the context clearly indicates otherwise, the term "employee" or "employees" means individuals as defined in Section 3.1.

5.2 Senior Toll Collector

Senior Toll Collectors are employees who normally work forty (40) hours per week or more on a regular schedule.

5.3 Toll Collector

Toll Collectors are employees who normally work less than forty (40) hours per week; provided, however, that an employee hired as a Toll Collector shall remain a Toll Collector, regardless of the number of hours worked, unless and until such employee is made a Senior Toll Collector under the provisions of Article 14. Also included as Toll Collectors are individuals hired as replacements for employees temporarily absent from work due to illness, leave of absence or similar reasons. When a Toll Collector is assigned as a Temporary Replacement Toll Collector (TRTC), the Union will be notified of such assignment.

5.4 Collector-in-Charge

Collector-in-Charge means a Senior Toll Collector, or a Toll Collector assigned to be responsible for the plaza operation in the absence of a supervisor.

5.5 Supervisors

Supervisors mean all personnel so designated by the Employer, including but not limited to all Managers and Supervisors.

5.6 Trainer

"Trainer" means a Senior Toll Collector, or Toll Collector with five (5) or more years of seniority who has been selected to provide cash collection training.

"Money Room Trainer" means a Coin Counter who has been selected to provide training in the Money Room.

5.7 Temporary Employees

"Temporary Employee" means all personnel hired as determined by the Employer normally to work a maximum of nine (9) months out of the year (May 1 through January 31) with cap of 30 hours per week based upon two (2) week average. Temporary Employees shall not be hired for the purpose of reducing the number of hours normally worked or for the purpose of reducing overtime hours of the employees covered by this Agreement.

The Tollway will continue the practice of scheduling and shall assign Temporary Employees after the Senior Collectors have been scheduled their shifts, the Toll Collectors have been scheduled their shifts and the Tollway will ensure that Toll Collectors are offered up to 40 hours of work. Temporary Employees may be used to fill in shifts to accommodate vacation and holiday usage upon request of the Union and agreement of the Employer.

5.8 Verifier

Verifier means a Senior Toll Collector, or a Toll Collector assigned to be responsible for the verification of a Toll Plazas opening and closing procedures in conjunction with the Plaza Manager, Plaza Supervisor or Collector-in-Charge.

ARTICLE VI Union Security and Check Off

6.1 Check-off of Union Dues

The Employer, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the periodic dues uniformly required as a condition of retaining membership in the Union. In order for an employee to withdraw an authorization card, the employee must sign a written request to withdraw from the Union and deliver the withdrawal form to the Employer's Administration Department. Upon receipt, the Tollway shall forward a copy to the Union and the Employer shall cease deducting dues within 30 days. In the event of a change in the amount of Union dues, the Union must so notify the Employer in writing at least thirty (30) days prior to the date the change in the amount to be deducted from the employee's wages is to be effective.

6.2 Special Assessments and COPE Checkoff

No deductions shall be made by the Employer for any special assessments.

The Employer, upon receipt of a payroll deduction authorization card signed by the employee, shall deduct from the wages of such employee the amount specified on the card as regular contribution to SEIU COPE. The Employer will regularly remit such sums deducted for that purpose to the Union. The employee may at any time revoke in writing his/her authorization of the SEIU COPE payroll deduction.

6.3 Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE VII Rights of the Employer

Except as limited or qualified by the express provisions of this Agreement, the Employer maintains the exclusive right to manage the business of the Employer and to direct the work force, including, but not limited to: the right to hire, promote, demote, transfer, assign, and direct employees; to discipline, suspend, or discharge for just cause; to retire or relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce rules of conduct and regulations, including its own audit procedures; to increase or decrease the working force; to determine the work to be performed, the methods to be used, and the quality and work standards applicable thereto; to schedule working hours and days; to determine job content; to select and determine the type and extent of activities in which it will engage and with whom it will do business; and to maintain and enforce safety, efficiency and order in the work locations. The exercise of these rights shall be subject to the grievance procedure set forth in Article XV.

ARTICLE VIII Hours of Work and Working Conditions

8.1 Normal Shift Hours. Schedules and Days

(A) TC

1. The normal shift hours for Senior Toll Collectors shall be:

First Shift: 10:00 p.m. - 6:00 a.m.

Second Shift: 6:00 a.m. - 2:00 p.m.

Third Shift: 2:00 p.m. - 10:00 p.m.

Shift premiums will be based upon the above-stated hours.

2. Normal Work Week

The normal work week shall be the one hundred sixty-eight (168) hour period commencing at 10:01 p.m. Sunday and ending at 10:00 p.m. the following Sunday.

3. Normal Work Schedule for Senior Toll

The normal work schedule for Senior Toll Collectors shall, at the option of the Employer, be either any consecutive six (6) days with two (2) consecutive days off after every six (6) days worked, or any consecutive five (5) days with two (2) consecutive days off after every five (5) days worked. The Employer may vary the hours and location for a specific shift bid selection based on operational needs. Shifts with multiple locations will only include more than two (2) locations if all the locations within the shift are within ten (10) miles of each other. Shifts with varied hours will be limited to no more than a four (4) hour difference in start times.

4. Normal Work Hours for Toll Collectors

The normal work hours and schedule for Toll Collectors be as assigned in accordance with the requirements of the Employer; provided, however, that the schedule of a Toll Collector for a given work week shall not be changed in that work week solely for the purpose of avoiding the payment of overtime. Normal work hours and scheduling may not apply to an employee returning from a leave of absence, for up to one week following his/her return to work, provided that such scheduling is not done solely for the purpose of avoiding the payment of overtime.

5. Posting and Filling Systemwide Twenty-Six Week Bid Shift

Toll Operations Global Bid Selection for Senior Toll Collectors:

Purpose: All qualified Senior Toll Collectors will select a shift (location(s), day off pattern, and hours) once every 26 weeks based on classification seniority as defined in Section 14.2 of this Agreement.

The Toll Operations Global Bid Selection will encompass a three (3) step process with each step being distinct and separate from the other;

- a – Electronic publication of the Toll Operations Shift Bid Reference Book
 - b – Selection of a shift by the Senior Toll Collector
 - c – Compilation and publication of schedules for all work locations by Toll Operations
1. Six (6) weeks before the commencement of the next 26-week shift bid, Toll Operations will publish electronically on the Tollway's Intranet a Shift Book that will detail all senior shifts available and a current seniority list. A sample bid sheet will be published with the Shift Book along with instructions on how to fill out the bid sheet electronically.
 2. Four (4) weeks before the commencement of the next 26-week shift bid the Senior Collectors will select and electronically submit their

desired shift preferences. The shift bid process will remain open for two weeks with all seniority-based selections being final at the conclusion of this step. If a Senior Toll Collector fails to identify sufficient shift preferences, the Senior Toll Collector will be assigned a shift from those remaining after all other bids have been awarded. Employees will be given sufficient work time to input their bids and Management will be available to assist employees in the bid process. At the end of the shift bid process all bids will be posted.

3. Two (2) weeks before the commencement of the next 26-week shift bid, the schedule for Senior Toll Collectors will be published, will be considered final and no changes to the schedule will be made.

If, as a result of the shift bid process, an employee moves to a new plaza, all of the employee's previously approved time off will move with the employee.

Employees scheduled on vacation prior to the Systemwide Shift Bid posting can bid prior to leaving if they are gone throughout the bid selection process.

Employees out on approved extended leaves shall not be deemed "qualified" to make a shift selection unless they are scheduled to return within the first six (6) weeks of the shift bid with documented proof of return date.

4. For each 26-week bid selection, all toll collectors and will be allowed to bid on an assigned plaza.

6. Posting and Filling Twenty-Six Week Fixed Short-Hour Schedule

In conjunction with the posting of the Senior Toll Collector 26-week schedule, the Employer will post a bidded short hour 26-week work schedule. This schedule will consist of a limited number of short hour positions at certain plazas. All qualified Toll Collectors who wish to bid by seniority on these positions must make their selection no later than three (3) weeks prior to the start of the 26-week work schedule, at which time the schedule shall be considered complete and will not be changed. Selection of a bidded short- hour position does not preclude a Toll Collector from working additional scheduled hours. Whenever a vacancy occurs within the 26-week bidded short-hour schedule, the Toll Collector with the most seniority who desires the vacant scheduled position will be assigned to it. If no such employee at the plaza desires the bidded short-hour schedule, the Toll Collector with the least seniority shall be required to accept it. In either event, the employee assigned must remain on the fixed short-hour schedule for the duration of such schedule.

7. Exchanging Daily Shifts

Upon obtaining the consent of his/her Plaza Manager or Plaza Supervisor (consent will not be unreasonably withheld), a Senior Toll Collector or a Toll Collector may exchange a daily shift with another Senior Toll Collector or Toll Collector. An employee may initiate or be party to no more than two (2) exchanges per week. Consent to exchange a daily shift may be withheld if such exchange would result in having to pay an employee overtime compensation

8. Exchanging Scheduled Shifts

Upon obtaining the written consent of their Plaza Manager and District Supervisor, Senior Toll Collectors in the same job classification may exchange scheduled shifts. When an employee has exchanged a scheduled shift for a twenty-six (26) week period or part thereof, the employee must remain on that scheduled shift for the duration of such schedule.

9. Special Hours

Special hours or variation of the above, as required by operating conditions, may be made by the Employer.

10. Change of Schedule of Toll Collector

If the Employer changes the schedule of a Toll Collector the Employer will notify the employee of the schedule change not later than the employee's quitting time on the day preceding the schedule change. Notification will be directed to the employee if present. If the employee is not at his/her designated plaza on the preceding day and is working at another plaza, the Employer will attempt to personally contact that employee regarding the schedule change. If the employee is not working, the Employer will attempt to contact the employee by phone. If the Employer is unable to speak directly to the employee by phone, the Employer will leave a message regarding the schedule change. The Employer and/or the Collector- In-Charge shall log the date and time of the call to that employee on the Plaza Log for each occurrence. It will be the responsibility of the employee to check the schedule and to conform to the change.

11. Bidded Short Hour Shifts

Bidded short hour shifts will not be less than five (5) hours.

(B) Money Room

1. Normal Work Day

Except as otherwise provided in sub-section 3 below, the normal work day shall be a period of eight (8) consecutive hours. Employees shall clock at the designated starting time and shall be granted ten (10) minutes at the start of the shift to don/put on their uniform and boots and shall be at their designated work station within those 10 minutes. Employees may stop performing duties twenty (20) minutes prior to the end of the scheduled quitting time. Ten (10) minutes are to be used for closing down the machine operation, cleaning the respective area, including picking up coin in the area. The remaining ten (10) minutes are to enable employees to a wash up time.

In the event individual employees complete their work for the day prior to scheduled quitting time, they may request permission to leave. If the Money Room Supervisor grants permission to leave, such employees will be paid only for hours actually worked.

In the event all employees on the shift have completed their work for the day prior to scheduled quitting time, they may at the option of the Money Room Supervisor and in accordance with past practice be given permission to leave. If given permission to leave, the employees will be paid for the remaining hours of their shift and, notwithstanding the provisions of Section 8.2(B)(1), will be credited for overtime purposes with the shift hours not worked up to a maximum of five (5) hours in any normal work week.

Hours of work with respect to Money Room Truck Drivers shall continue in the discretion of management pursuant to established past practice and sub-section 3(c) below.

2. Normal Work Week

The normal work week shall be the one hundred sixty-eight (168) hour period commencing at 12:01 AM. on Monday and ending at 12:00 midnight the following Sunday.

3. Normal Work Schedule

The normal work schedule shall, at the option of the Employer, be one or more of the following:

- (a) Five (5) eight (8) hour work days, Monday through Friday, and up to seven (7) hours on Saturday;

- (b) Five (5) eight (8) hour work days with two (2) days off within a seven (7) day period;
- (c) Such other schedule as is appropriate to the Employer's operations and which is discussed with the Union prior to adoption.

In the application of the foregoing provisions of this Section, some employees may be assigned to one of the above work schedules while others are assigned to one or more of the other schedules.

Subject to reasonable scheduling rules adopted by the Employer, employees assigned to the work schedule provided for in sub-section (3)(a) above shall have the option of requesting to be off work without pay on not more than two (2) Saturdays per calendar month; such requests will be honored if possible to do so without undue interference with Money Room operations. The Employer will post the Saturday off list for three (3) months in advance. Requests for Saturday time off are subject to the following restrictions:

- (a) The option of requesting Saturday time off shall not apply with respect to the Saturdays immediately following New Year's Day, Thanksgiving Day, and Christmas Day; and
- (b) An employee who is scheduled to work a Saturday and who fails to work that Saturday shall be required to work his/her next scheduled Saturday off if operational needs permit.

Employees assigned to relief driving shall be assigned to work such hours as the Employer deems appropriate.

(C) CCW

1. Work Week: 40 Hour Guarantee: Schedule Change

This Article is intended to provide a basis for calculating overtime and is not to be construed as a limitation on the number of hours of work per day or work per week which may be scheduled or required by the Employer. A work week shall begin at 12:01 A.M. on Monday and end at 12:00 Midnight on the following Sunday. Full-time employees who are scheduled for work shall be guaranteed forty (40) hours of work or pay for that week. If the normal shift hours of such an employee are changed during a weekly work schedule without at least twenty-four (24) hours advance notice to the employee affected, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her straight-time hourly rate for the first eight (8) hours worked on his/her new shift schedule.

2. Work Day and Work Week

The normal work day shall be eight (8) consecutive hours and the normal work week shall be any five (5) consecutive days worked followed by two (2) consecutive days off. When, in the judgment of the Employer, efficiency and economy can best be served by doing so, the Employer may institute a work week of four (4) consecutive ten (10) hour days on selected operations or at selected locations. The Employer shall discuss a four (4) day ten (10) hour work schedule with the Union prior to implementation.

3. Shifts

Subject to the provisions of sub-section 2 above, with respect to ten (10) hour days, the normal work day for all employees shall be one (1) of the following three (3) shifts:

1st Shift	10:00 P.M.	to	6:00 A.M. or
	11:00 P.M.	to	7:00 A.M. or
	12:00 Midnight	to	8:00 A.M.
2nd Shift	8:00 A.M.	to	4:00P.M.
	7:00A.M.	to	3:00P.M.
3rd Shift	4:00P.M.	to	12:00 Midnight
	4:30P.M.	to	12:30 A.M.

The Employer may alter the above normal shift hours at certain location to accommodate the operating hours of the particular facility. As operating conditions change, the shift hours may be changed accordingly. The Employer will provide five (5) working days advance notice of shift changes. Notwithstanding implementation, and upon request, the Employer will meet with the Union to discuss.

The normal shift hours for part-time employees shall be as assigned, in accordance with the requirements of the Employer.

4. Call In

An employee who is called in prior to the start of his/her normal shift hours shall be permitted to work the duration of his/her normal shift hours, but not in excess of twelve (12) consecutive hours (unless required by emergency situations).

5. Work Hours During Snow Season

In accordance with the past practice of the Employer, during the period November 15 through April 1 when the Employer deems it necessary for snow and ice removal, employees classified as Section Clerk, Parts Clerk and Warehouse Worker may be required to work overtime, may be required to work prior to the start of their regularly scheduled shift, and may be required to work on Saturdays, Sundays, and holidays.

8.2 Overtime Pay

(A) TC

Time and one-half (1-1/2) based on the employee's regular straight-time hourly rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in a normal work week. Except when a Holiday falls on a scheduled day off, holiday hours will count as "hours worked" toward overtime.

(B) Money Room

1. Overtime Pay

Time and one-half based on the employee's regular straight-time hourly rate of pay shall be paid for all hours actually worked in excess of forty (40) hours in a normal work week.

Money Room Truck Drivers will be paid at time and one-half for hours actually worked over forty (40) in a week. Money Room Truck Drivers will be paid eight (8) hours at time and one-half for work on the sixth (6th) day of the work week (normally Saturday), provided that the Money Room Truck Driver has worked the first five days of the week or been off work due only to a scheduled absence other than a sick day. For full second runs Money Room Truck Drivers or Hybrid Drivers will be paid for the full 8 hour shift if the Money Room Truck Drivers or Hybrid Driver works 5 or more hours, but will be paid actual hours worked for less than 5 hours.

2. Overtime Payment Method for Money Room Truck Drivers

Due to the specific work schedule of Money Room Truck Drivers, management may, upon request, grant compensatory time at the rate of one and one-half hours for each hour of overtime worked. A driver who wishes to receive his overtime payment in the form of compensatory time shall advise his supervisor of his request. Money Room Truck Drivers may "bank" up to 40 hours (5 days) of compensatory time.

Money Room Truck Drivers who want to utilize their compensatory time will give their supervisor as much notice as possible, but a minimum of fifteen (15) days' notice of their desire to use their accumulated comp. time. The Employer will allow the employee to take accrued compensatory time off when proper notification is made and when operational requirements will allow for the use of comp. time without disruption. Should a driver reach the maximum of 40 hours, they shall receive all future overtime worked in the form of cash overtime.

When a driver terminates his employment with the Tollway Authority, he shall be paid for all unused compensatory time at the rate he is earning at the time of the severance of his employment with the Authority.

(C) CCW

1. Overtime Pay

One and one-half (1-1/2) times an employee's straight-time hourly rate shall be paid for all hours worked in excess of forty (40) in any one (1) work week. For purposes of this Section only, "hours worked" shall include time lost by an employee which is paid for as sick leave, personal leave and vacation leave under Sections 11.1(C) and 11.2(C) and Section 10.2, provided the employee's work record does not show a pattern of absenteeism or a frequency of absence for work indicative of sick leave abuse.

2. Holidays Counted as Hours Worked

A holiday which falls on a regularly scheduled work day and for which an employee received his/her holiday pay under Article XII shall be counted as hours worked for the purpose of computing overtime pay hereunder.

8.3 Distribution of Overtime

(A) TC

Overtime and straight time hours shall be distributed on an equitable basis among the employees at each work location. The Employer shall equalize straight time and overtime opportunities at each work location insofar as reasonable. Equalization shall occur whenever reasonably practicable, but in no event longer than a seven (7) week work period. New hires and transfers shall be assigned the average hours worked for purposes of equalization. In the event an employee does not receive a fair share of straight time or overtime, as the case may be, the Employer will, when the matter is called to its attention, give preference to such employee with respect to future work assignments until a reasonably fair balance is reestablished, but such employee shall not be entitled to payment for hours not

worked. Employees assigned or offered work hours who refuse to work such assignments shall be considered as having worked those hours for the purpose of equalization pursuant to this section.

(B) Money Room

1. Counters

Overtime shall be distributed on an equitable basis among employees who customarily perform the work involved and who are proficient in the performance of such work when the Employer deems overtime is necessary. The Employer shall equalize overtime opportunities insofar as reasonable. In the event an employee does not receive a fair share of overtime, the Employer will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments until a reasonably fair balance in the overtime distribution is reestablished, but such employee shall not be entitled to payment for overtime not worked. Employees assigned or offered overtime who refuse to work such assignments shall be considered as having worked those hours for the purpose of overtime equalization.

Any employee who fails to timely appear for 5:30 a.m. overtime after volunteering for such duty or who is absent for any reason, on four occasions during their assigned two-week work cycle, will not be permitted to participate in said voluntary overtime for 120 days following completion of his/her current work cycle. Thereafter, following a second offense the violator shall be barred from participation in the 5:30 a.m. overtime program for a full calendar year from the date of the infraction. Further, an employee may sign up for the 5:30 a.m. overtime schedule or remove him/herself from said schedule without penalty; provided, however, that such removal may not occur or be allowed if the employee has begun his/her two-week work cycle. Employees will work Saturdays assigned as part of said two-week work cycle unless excused by Management.

2. Money Truck Drivers

When overtime opportunities occur for Money Room Truck Drivers, the Employer shall equalize overtime opportunities amongst all regular Money Room Truck Drivers by location insofar as reasonably possible when the Employer deems overtime is necessary. Employees offered overtime who refuse to work such assignment shall be considered as having worked those hours for purposes of overtime equalization.

A monthly schedule of overtime distributed each month will be posted in the Tower. This schedule will show all offers of overtime which were refused by individual drivers and all overtime worked by money truck drivers for that month.

In the event a Money Room Truck Driver does not receive a fair share of overtime, the Employer, will when the matter is called to its attention, give preference to such employee with respect to future overtime assignments until a reasonably fair balance in the overtime distribution is reestablished, but such employee shall not be entitled to payment for overtime not worked.

In the event there is an unfilled route resulting from a scheduled or unscheduled event whereby no Money Truck Driver has accepted the assignment voluntarily, the Employer will first attempt to assign the shift to the least senior Hybrid Driver that is operationally available to drive without impeding the Money Room operations. In the event no Money Truck Driver volunteers and there is no operationally available Hybrid Driver, the Employer will assign the least senior Money Truck driver.

3.

Subject to reasonable scheduling rules adopted by the Employer, employees assigned to the work schedule provided for in sub-section (3)(a) above shall have the option of requesting to be off work without pay on not more than two (2) Saturdays per calendar month; such requests will be honored if possible to do so without undue interference with Money Room operations. The Employer will post the Saturday off list for three (3) months in advance. Requests for Saturday time off are subject to the following restrictions:

- (a) The option of requesting Saturday time off shall not apply with respect to the Saturdays immediately following New Year's Day, Thanksgiving Day, and Christmas Day; and
- (b) An employee who is scheduled to work a Saturday and who fails to work that Saturday shall be required to work his/her next scheduled Saturday off if operational needs permit.

Employees assigned and qualified to relief driving Hybrid Drivers shall be assigned to work such hours as the Employer deems appropriate including holidays, evenings and weekends consistent with Section 8.3(B)(2).

(C) CCW

Employees shall work overtime when the Employer deems overtime is necessary. The Employer shall equalize overtime opportunities by location insofar as reasonable and shall post overtime assignments made to employees by location no less often than monthly. Employees assigned or offered overtime who refuse to work such assignments or who cannot be reached by telephone shall be considered as having worked those hours for the purpose of overtime equalization.

8.4 No Pyramiding

The overtime payments provided for in this Article shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision except in the case of hours worked on a holiday. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any.

8.5 Lunch and Break Periods

(A) TC

An employee who works a shift of seven (7) hours or more shall be entitled to one-half (1/2) hour for lunch and two fifteen (15) minute break periods. An employee who works a shift of six (6) hours but less than seven (7) hours shall be entitled to one-half (1/2) hour for lunch and one (1) fifteen (15) minute break period. An employee who works a shift of five (5) hours but less than six (6) hours shall be entitled to one-half (1/2) hour break period. An employee who works a shift of four (4) hours but less than five (5) hours shall be entitled to one (1) fifteen (15) minute break period. Such lunch and break periods, which shall be uninterrupted except in emergency situations, shall be determined by supervision.

Employees shall key in and be ready for work at their scheduled starting time and shall remain at their assigned work place during the designated or authorized relief breaks, including lunch and rest periods, during the shift hours.

(B) Money Room

Each employee shall be entitled to one-half (1/2) hour for lunch and to two fifteen (15) minute rest periods per eight (8) hour day. These lunch and rest periods shall be taken at times determined by supervision.

(C) CCW

Employees shall be entitled to a thirty (30) minute paid lunch period and two (2) fifteen (15) minute break periods, one in the first four (4) hours of the shift and the other in the second four (4) hours, all of which shall be taken at times designated by their supervisor. An employee who is required to work through his/her paid lunch period and/or break period or periods will be paid for the lost lunch period and/or break period or periods at his/her straight-time hourly rate.

Part-time Custodians who work a normal shift of six (6) hours but less than seven (7) hours shall be entitled to one-half (1/2) hour for lunch and one (1) fifteen (15) minute break period. A Custodian who works a normal shift of four (4) hours but less than five (5) hours shall be entitled to one (1) fifteen (15) minute break period.

Employees shall punch in and be ready for work at their scheduled starting time and shall remain at their assigned work place during designated or authorized relief breaks, including lunch and rest periods during shift hours, unless otherwise permitted by supervision.

8.6 Pay Day

Employees normally shall be paid every other Friday for work performed in the preceding pay period. The Employer will make its best effort to deliver pay checks to its employees by the end of the shift on Friday, with the understanding that delivery of the paychecks to the Employer is beyond the control of the parties.

8.7 Miscellaneous

(A) TC/LW

1. Assignment of Collectors-in-Charge

In the absence of a Plaza Manager or Plaza Supervisor, a Collector-in-Charge shall be responsible for plaza operations. The assignment of Collector-in-Charge shall be equalized through normal scheduling over a twenty-six (26) week period among those Senior Toll Collectors at that plaza qualified and desirous of performing such duties in addition to the regular duties of that employee's job assignment and those duties related to his/her particular shift and assignment. If no Senior Toll Collector on a particular shift is qualified and desirous of the responsibility of Collector-in-Charge, the assignment of Collector-in-Charge shall be equalized among those Toll Collectors at that plaza qualified and desirous of performing these duties. In the event that none of the qualified employees on a particular shift desires to accept the responsibility of Collector-in-Charge, the least senior qualified employee on that particular shift shall be required to accept same. At least two (2) Senior Toll Collectors or Toll Collectors on each shift must be qualified to perform Collector-in-Charge duties. Senior Toll Collectors and Toll Collectors not desiring to perform Collector-in-Charge duties shall submit a Tour-of-Duty indicating same at the time the 26-week work schedule is posted for shift selection to their Plaza Manager. If the shift selection process does not produce at least two (2) employees qualified to be Collector-in-Charge on each shift, changes in work schedules and assignments may be made by the Employer to provide such coverage. The equalization of the Collector-in-Charge assignment shall be based on the number of days actually worked during the 26-week period. Thus, Collector-in-Charge assignments shall not be equalized for employees who take vacation or a leave of absence for five or more consecutive work days during the 26-week period.

2. Collector-in-Charge Premium

A Collector-in-Charge shall receive a premium for such assignment of forty dollars (\$40) per shift. In the event that Management or the Collector-in-Charge designates specific responsibilities to an employee, that employee shall receive an hourly pro-rated Collector-in-Charge premium of no less than one (1) hour.

3. Verifier Premium

A Verifier shall receive a premium for such assignment of five (\$5) per hour per shift. In the event that Management designates specific responsibilities to an employee, that employee shall receive an hourly pro-rated Verifier premium of no less than one (1) hour.

4. Reporting Pay

A Toll Collector or Lane Walker who is scheduled to report for work and who reports for work as scheduled shall receive not less than four (4) hours work or, if no work is available, shall receive four (4) hours pay at his/her regular straight-time hourly rate. As a condition hereof, any such employee shall be required to perform any bargaining unit work assigned to him/her. This Section shall have no application in the event that an Act of God or other conditions beyond the control of the Employer interfere with the scheduled work being provided.

5. Training

The parties recognize that the best way to reduce discrepancies in cash collection is to provide training and retraining as early as possible. Accordingly, every six (6) months the Employer shall select no fewer than four (4) Senior Toll Collectors with excellent records concerning cash balances, providing quality customer service, interpersonal relationships and attendance. Such employees shall perform training work as assigned by the Employer for the following six (6) months. Trainers shall receive a premium for such assignment of forty dollars (\$40) per shift.

(B) Money Room

1. Delay Time or Breakdown Pay for Money Truck Drivers

In the event of a mechanical breakdown, impassable highway situation, money room delay, or other unexpected or emergency occurrence, the money room truck driver will continue to be paid the appropriate hourly rate for all time spent during this condition. The Money Room Truck Driver is

required to call the office to report the commencement and the end of this condition. Impassable highways are determined if the interstate has been shut down by the state police. During the period of the delay time or breakdown as described above, the Money Room Truck Driver will continue to perform other duties related to their job classification.

2. Money Room Truck Driver Training Premium

The Employer shall select up to four (4) Money Room Truck Drivers to serve as trainers. Money Room Truck Drivers who are assigned by their Supervisor to train another Money Room Truck Driver will receive a premium for such assignment of five dollars (\$5.00) per hour. Money Room Truck Drivers will be selected as trainers based on the following qualifications: work record (i.e., performance evaluations, discipline and driving record), attendance, demonstrated ability to communicate effectively and desire to become a trainer.

3. Money Room Trainer Premium

The Employer shall select up to four (4) Money Room Coin Counters to serve as trainers. Money Room Coin Counters who are assigned by their Supervisor to train other employees about any Money Room function will receive a premium for such assignment of five dollars (\$5.00) per hour. Money Room Coin Counters will be selected as trainers based on the following qualifications: work record (performance evaluations and discipline record), attendance, demonstrated ability to communicate effectively and desire to become a trainer.

(C) CCW

1. Temporary Transfers

- (a) Any employee temporarily transferred from one job classification to another within the same seniority location shall receive the rate of pay of the job classification to which transferred or his/her rate of pay, whichever is higher.
- (b) An employee may be temporarily transferred from one seniority location to another for a period not to exceed thirty (30) consecutive calendar days. At the time of transfer, the employee will be informed of the expected duration of the transfer. If such transfer is to an equal or lower-rated job classification, the least senior employee at the seniority location with the ability to perform the work shall be transferred.

- (c) Employees temporarily transferred to another location which exceeds the mileage from home to his/her original work location shall be compensated for all Tollway miles driven between home and the new work location at the current state rate.
- (d) The Authority will continue to pay mileage per its policies and practice and, in the event that a temporary transfer for five (5) days or more is to a location further than fifty (50) miles from the affected employee's permanent work station, then the Authority will provide a vehicle if one is available.
- (e) While Section Clerks and Parts Clerks are separate job classifications, the Employer may cross-train employees in the duties of these job classifications. Time spent by an employee in such cross-training or while filling in during the absence of another employee shall not be considered a temporary transfer under this Section.

2. Parts Clerks and Section Clerks Training Premium

The parties recognize the need to reduce inconsistency and minimize clerical errors by having an efficiently and competently trained staff. Accordingly, the Employer may select up to four (4) Section Clerks and/or Parts Clerks to provide training and cross training of both classifications to new hires as well as retraining of current clerks as directed by the Employer. Clerks will be selected as trainers based on the following qualifications: five (5) years' experience total, in both classifications; passing and maintaining ASE certification P1 (Medium and Heavy Duty Truck Parts) and P2 (Automobile Parts); good attendance and work record; demonstrated ability to communicate effectively; and desire to become a trainer. Compensation shall be paid whenever an approved trainer is assigned by the Employer to train another individual including all necessary training for Vendor Managed Inventory (VMI). Trainers shall receive a premium for such assignment of five dollars (\$5.00) per hour. The Employer reserves the right to declassify a trainer that fails to meet and maintain the above-mentioned qualifications or who otherwise engages in conduct the Employer determines is inappropriate for an employee in such a position.

3. Acting Custodial Supervisor Pay

In the absence of supervision and where a custodian is specifically assigned by the Employer to perform in a supervisory capacity, the employee so assigned shall receive premium pay for the duration of the assignment in the amount of forty dollars (\$40.00) per shift. This provision shall apply only in circumstances where the existing supervisor is absent and a specific assignment is made in writing by an authorized agent of the Employer. The assignment shall be made among those Custodian IIs and IIIs that are

desirous and qualified to perform the Acting Custodial Supervisor duties. A qualified Custodian II and III will have an excellent work record as determined by, but not limited to, annual performance evaluations and disciplinary and attendance records, and if all qualifications are equal, seniority will prevail. In the event that there is more than one (1) employee that is desirous and qualified, the acting custodian assignment shall be rotated every ninety (90) calendar days per employee assigned.

4. Custodian Training Premium

The Employer shall select up to four (4) Custodians to serve as trainers. Custodians who are assigned by their Supervisor to train another Custodian will receive a premium for such assignment of five dollars (\$5.00) per hour. Custodians will be selected as trainers based on the following qualifications: work record (i.e., performance evaluations, discipline and driving record), attendance, demonstrated ability to communicate effectively and desire to become a trainer.

5. Section and Parts Clerk Work Alone Pay

When a Section Clerk or Parts Clerk is assigned the duties of a temporarily absent Section Clerk or Parts Clerk, the working Clerk shall receive an additional \$2.25 per hour.

6. Section and Parts Clerk Training Incentive

The Employer shall pay a Section Clerk or Parts Clerk \$250 upon passing the Forklift Operator test and \$250 each time he/she passes the C (vehicle fueling) Certification test. Upon ratification, the Employer shall pay those Clerks the \$250 incentive for each test previously passed. The Tollway shall pay a Warehouse worker \$250.00 upon passing the Forklift Operator test. Upon ratification, the Employer shall pay those Warehouse workers who previously passed the test \$250 incentive.

8.8 Employee Testing

Employees shall be paid for up to one (1) day per year to attend scheduled testing at other state agencies and CMS. Provided that the employee requests at least two weeks prior to the test date, is granted the time and proof of test taking must be upon returning from the testing or on the next scheduled work day after testing.

ARTICLE IX

Wages

9.1 Hourly Wage Rates

(A) TC

1. Wage Rates

Listed below are the hourly wage rates from July 2019 through June 2023 for Senior Toll Collectors and Toll Collectors.

July 1, 2019 through June 30, 2020*

Starting Rate	\$21.95
Six Months	\$24.62
Twelve Months	\$25.77
Twenty-Four Months	\$26.06
Thirty-Six Months	\$26.43
Forty-Eight Months	\$26.69
Eighty-Four Months	\$26.83
One Hundred-Twenty Months	\$27.19
One Hundred Eighty Months	\$27.46

*For payroll purposes, the above wages will be effective July 1, 2019 through June 30, 2020.

July 1, 2020 through June 30, 2021*

Starting Rate	\$22.56
Six Months	\$25.30
Twelve Months	\$26.48
Twenty-Four Months	\$26.78
Thirty-Six Months	\$27.16
Forty-Eight Months	\$27.42
Eighty-Four Months	\$27.57
One Hundred-Twenty Months	\$27.94
One Hundred Eighty Months	\$28.22

*For payroll purposes, the above wages will be effective July 1, 2020 through June 30, 2021.

July 1, 2021 through June 30, 2022*

Starting Rate	\$23.12
Six Months	\$25.93
Twelve Months	\$27.14
Twenty-Four Months	\$27.45
Thirty-Six Months	\$27.84
Forty-Eight Months	\$28.11
Eighty-Four Months	\$28.26
One Hundred-Twenty Months	\$28.63
One Hundred Eighty Months	\$28.93

*For payroll purposes, the above wages will be effective July 1, 2021 through June 30, 2022.

July 1, 2022 through June 30, 2023*

Starting Rate	\$23.70
Six Months	\$26.58
Twelve Months	\$27.82
Twenty-Four Months	\$28.14
Thirty-Six Months	\$28.53
Forty-Eight Months	\$28.81
Eighty-Four Months	\$28.96
One Hundred-Twenty Months	\$29.35
One Hundred Eighty Months	\$29.65

*For payroll purposes, the above wages will be effective July 1, 2022 through June 30, 2023.

2. Shift Premium

Effective November 4, 2019, Employees shall be paid a shift premium of \$1.00 per hour for work performed during the hours of 2:00 PM on Friday to 6:00 AM on Monday.

(B) Money Room

1. Money Room Counters and Money Room Clerks

Hourly rates of pay and progression schedules for the term of this Agreement are as set forth below:

July 1, 2019 through June 30, 2020*

Starting Rate	\$24.83
Six Months	\$25.59
Twelve Months	\$26.34
Twenty-Four Months	\$26.67
Thirty-Six Months	\$27.01
Forty-Eight Months	\$27.28
Eighty-Four Months	\$27.73
One Hundred-Twenty Months	\$28.03

*For payroll purposes, the above wages will be effective July 1, 2019 through June 30, 2020.

July 1, 2020 through June 30, 2021*

Starting Rate	\$25.51
Six Months	\$26.30
Twelve Months	\$27.06
Twenty-Four Months	\$27.40
Thirty-Six Months	\$27.76
Forty-Eight Months	\$28.03
Eighty-Four Months	\$28.49
One Hundred-Twenty Months	\$28.80

*For payroll purposes, the above wages will be effective July 1, 2020 through June 30, 2021.

July 1, 2021 through June 30, 2022*

Starting Rate	\$26.15
Six Months	\$26.95
Twelve Months	\$27.74
Twenty-Four Months	\$28.09
Thirty-Six Months	\$28.45
Forty-Eight Months	\$28.73
Eighty-Four Months	\$29.21
One Hundred-Twenty Months	\$29.52

*For payroll purposes, the above wages will be effective July 1, 2021 through June 30, 2022.

July 1, 2022 through June 30, 2023*

Starting Rate	\$26.80
Six Months	\$27.63
Twelve Months	\$28.43
Twenty-Four Months	\$28.79
Thirty-Six Months	\$29.16
Forty-Eight Months	\$29.45
Eighty-Four Months	\$29.94
One Hundred-Twenty Months	\$30.26

*For payroll purposes, the above wages will be effective July 1, 2022 through June 30, 2023.

2. Money Room Counter/Money Room Truck Driver (Hybrid Driver)

Hourly rates of pay and progression schedule for the term of this Agreement are as set forth below:

July 1, 2019 through June 30, 2020*

Starting Rate	\$24.66
Six Months	\$25.80
Twelve Months	\$26.93
Twenty-Four Months	\$27.84
Thirty-Six Months	\$29.78
Forty-Eight Months	\$30.37
Eighty-Four Months	\$31.16
One Hundred-Twenty Months	\$32.36

*For payroll purposes, the above wages will be effective July 1, 2019 through June 30, 2020.

July 1, 2020 through June 30, 2021*

Starting Rate	\$25.34
Six Months	\$26.51
Twelve Months	\$27.67
Twenty-Four Months	\$28.61
Thirty-Six Months	\$30.59
Forty-Eight Months	\$31.20
Eighty-Four Months	\$32.01
One Hundred-Twenty Months	\$33.25

*For payroll purposes, the above wages will be effective July 1, 2020 through June 30, 2021.

July 1, 2021 through June 30, 2022*

Starting Rate	\$25.97
Six Months	\$27.17
Twelve Months	\$28.37
Twenty-Four Months	\$29.32
Thirty-Six Months	\$31.36
Forty-Eight Months	\$31.98
Eighty-Four Months	\$32.81
One Hundred-Twenty Months	\$34.08

*For payroll purposes, the above wages will be effective July 1, 2021 through June 30, 2022.

July 1, 2022 through June 30, 2023*

Starting Rate	\$26.62
Six Months	\$27.85
Twelve Months	\$29.07
Twenty-Four Months	\$30.06
Thirty-Six Months	\$32.14
Forty-Eight Months	\$32.78
Eighty-Four Months	\$33.63
One Hundred-Twenty Months	\$34.94

*For payroll purposes, the above wages will be effective July 1, 2022 through June 30, 2023.

3. Money Room Truck Drivers

Hourly rates of pay and progression schedule for the term of this Agreement are as set forth below:

Hourly rates of pay and progression schedule for the term of this Agreement are as set forth below:

July 1, 2019 through June 30, 2020*

Starting Rate	\$24.49
Six Months	\$25.99
Twelve Months	\$27.52
Twenty-Four Months	\$28.63
Thirty-Six Months	\$29.01
Forty-Eight Months	\$32.58
Eighty-Four Months	\$33.00
One Hundred-Twenty Months	\$34.28

*For payroll purposes, the above wages will be effective July 1, 2019 through June 30, 2020.

July 1, 2020 through June 30, 2021*

Starting Rate	\$25.16
Six Months	\$26.71
Twelve Months	\$28.27
Twenty-Four Months	\$29.42
Thirty-Six Months	\$29.81
Forty-Eight Months	\$33.47
Eighty-Four Months	\$33.90
One Hundred-Twenty Months	\$35.23

*For payroll purposes, the above wages will be effective July 1, 2020 through June 30, 2021.

July 1, 2021 through June 30, 2022*

Starting Rate	\$25.79
Six Months	\$27.37
Twelve Months	\$28.98
Twenty-Four Months	\$30.15
Thirty-Six Months	\$30.55
Forty-Eight Months	\$34.31
Eighty-Four Months	\$34.75
One Hundred-Twenty Months	\$36.11

*For payroll purposes, the above wages will be effective July 1, 2021 through June 30, 2022.

July 1, 2022 through June 30, 2023*

Starting Rate	\$26.44
Six Months	\$28.06
Twelve Months	\$29.70
Twenty-Four Months	\$30.91
Thirty-Six Months	\$31.31
Forty-Eight Months	\$35.17
Eighty-Four Months	\$35.62
One Hundred-Twenty Months	\$37.01

*For payroll purposes, the above wages will be effective July 1, 2022 through June 30, 2023.

(C) CCW

1. Wage Rates

- (a) Listed below are the hourly wage rates from July 2019 through June 2023 for Section Clerks, Parts Clerks and Warehouse Workers.

July 1, 2019 through June 30, 2020*

	<u>Section Clerks</u>	<u>Parts Clerks</u>	<u>Warehouse Workers</u>
Starting Rate	\$24.84	\$24.84	\$24.49
Six Months	\$26.34	\$26.34	\$25.94
Twelve Months	\$26.63	\$26.63	\$26.23
Twenty-Four Months	\$27.08	\$27.08	\$26.67
Thirty-Six Months	\$28.93	\$28.93	\$28.46
Eighty-Four Months	\$29.26	\$29.26	\$28.80
One Hundred-Eighty Months	\$29.70	\$29.70	\$29.24

*For payroll purposes the above wages will be effective July 1, 2019 through June 30, 2020.

July 1, 2020 through June 30, 2021*

	<u>Section Clerks</u>	<u>Parts Clerks</u>	<u>Warehouse Workers</u>
Starting Rate	\$25.52	\$25.52	\$25.16
Six Months	\$27.06	\$27.06	\$26.65
Twelve Months	\$27.36	\$27.36	\$26.95
Twenty-Four Months	\$27.82	\$27.82	\$27.40
Thirty-Six Months	\$29.72	\$29.72	\$29.24
Eighty-Four Months	\$30.07	\$30.07	\$29.60
One Hundred-Eighty Months	\$30.52	\$30.52	\$30.05

*For payroll purposes the above wages will be effective July 1, 2020 through June 30, 2021.

July 1, 2021 through June 30, 2022*

	<u>Section Clerks</u>	<u>Parts Clerks</u>	<u>Warehouse Workers</u>
Starting Rate	\$26.16	\$26.16	\$25.79
Six Months	\$27.74	\$27.74	\$27.32
Twelve Months	\$28.04	\$28.04	\$27.62
Twenty-Four Months	\$28.52	\$28.52	\$28.09
Thirty-Six Months	\$30.47	\$30.47	\$29.97
Eighty-Four Months	\$30.82	\$30.82	\$30.34
One Hundred-Eighty Months	\$31.28	\$31.28	\$30.80

*For payroll purposes the above wages will be effective July 1, 2021 through June 30, 2022.

July 1, 2022 through June 30, 2023*

	<u>Section Clerks</u>	<u>Parts Clerks</u>	<u>Warehouse Workers</u>
Starting Rate	\$26.81	\$26.81	\$26.44
Six Months	\$28.43	\$28.43	\$28.00
Twelve Months	\$28.74	\$28.74	\$28.31
Twenty-Four Months	\$29.23	\$29.23	\$28.79
Thirty-Six Months	\$31.23	\$31.23	\$30.72
Eighty-Four Months	\$31.59	\$31.59	\$31.09
One Hundred-Eighty Months	\$32.07	\$32.07	\$31.57

*For payroll purposes the above wages will be effective July 1, 2022 through June 30, 2023.

(b) Listed below are the hourly wage rates from July 2019 through June 2023 for Custodians I, Custodians II, and Custodians III.

July 1, 2019 through June 30, 2020*

	Custodians <u>I</u>	Custodians <u>II</u>	Custodians <u>III</u>
Starting Rate	\$22.02	\$22.83	\$23.46
Six Months	\$23.25	\$24.11	\$25.03
Twelve Months	\$23.45	\$24.33	\$25.28
Twenty-Four Months	\$23.75	\$24.66	\$25.66
Thirty-Six Months	\$24.11	\$25.06	\$26.09
Forty-Eight Months	\$25.03	\$26.02	\$27.05
Eighty-Four Months	\$25.18	\$26.15	\$27.20
One Hundred-Twenty Months	\$25.41	\$26.36	\$27.40
One Hundred-Eighty Months	\$25.67	\$26.65	\$27.70

*For payroll purposes the above wages will be effective July 1, 2019 through June 30, 2020.

July 1, 2020 through June 30, 2021*

	Custodians <u>I</u>	Custodians <u>II</u>	Custodians <u>III</u>
Starting Rate	\$22.63	\$23.46	\$24.10
Six Months	\$23.89	\$24.77	\$25.72
Twelve Months	\$24.09	\$24.99	\$25.97
Twenty-Four Months	\$24.41	\$25.34	\$26.37
Thirty-Six Months	\$24.77	\$25.75	\$26.81
Forty-Eight Months	\$25.72	\$26.74	\$27.79
Eighty-Four Months	\$25.88	\$26.86	\$27.95
One Hundred-Twenty Months	\$26.11	\$27.08	\$28.16
One Hundred-Eighty Months	\$26.38	\$27.38	\$28.46

*For payroll purposes the above wages will be effective July 1, 2020 through June 30, 2021.

July 1, 2021 through June 30, 2022*

	Custodians <u>I</u>	Custodians <u>II</u>	Custodians <u>III</u>
Starting Rate	\$23.20	\$24.05	\$24.70
Six Months	\$24.49	\$25.39	\$26.36
Twelve Months	\$24.69	\$25.62	\$26.62
Twenty-Four Months	\$25.02	\$25.97	\$27.03
Thirty-Six Months	\$25.39	\$26.39	\$27.48
Forty-Eight Months	\$26.36	\$27.41	\$28.48
Eighty-Four Months	\$26.52	\$27.54	\$28.65
One Hundred-Twenty Months	\$26.76	\$27.76	\$28.86
One Hundred-Eighty Months	\$27.04	\$28.06	\$29.17

*For payroll purposes the above wages will be effective July 1, 2021 through June 30, 2022.

July 1, 2022 through June 30, 2023*

	Custodians <u>I</u>	Custodians <u>II</u>	Custodians <u>III</u>
Starting Rate	\$23.78	\$24.65	\$25.32
Six Months	\$25.10	\$26.03	\$27.02
Twelve Months	\$25.31	\$26.26	\$27.29
Twenty-Four Months	\$25.64	\$26.62	\$27.71
Thirty-Six Months	\$26.03	\$27.05	\$28.17
Forty-Eight Months	\$27.02	\$28.09	\$29.20
Eighty-Four Months	\$27.19	\$28.22	\$29.36
One Hundred-Twenty Months	\$27.43	\$28.46	\$29.58
One Hundred-Eighty Months	\$27.72	\$28.77	\$29.90

*For payroll purposes the above wages will be effective July 1, 2022 through June 30, 2023.

2. Shift Differential

Effective January 1, 2013, shift differential will be paid to the Custodians and regularly scheduled Clerks as follows:

10:00 p.m. -6:00 a.m.:	\$0.75
2:00 p.m. - 10:00 p.m.:	\$0.55

3. Custodian II Accompanying Custodian III

Effective upon ratification of the Agreement by both parties, the Employer will pay Custodian IIs that have a valid driver's license at the Custodian III rate, at the appropriate seniority step, for all hours worked when accompanying a Custodian III or driving an Employer vehicle.

4. Custodial Pesticide License Incentive

Custodians who successfully obtain a pesticide operator's license from the Illinois Department of Agriculture shall receive an incentive payment of \$150.00. This license is renewable annually for a period of three (3) years after which re-testing is required to maintain certification. This incentive will be paid upon each successful certification and not successive renewals. A maximum of two (2) Custodians at the Central Administration Building and twelve (12) Custodian III rovers will be eligible to be certified at any given time. Employees will be selected first by volunteers, then by work record and seniority. A Custodian who holds a pesticide operator's license and fails to renew the certificate, shall reimburse the Employer for the number of years certification is not renewed at the rate of \$50.00 per year.

5. Current Custodian II Shifting to Custodian III

Effective July 1, 2019, all current Custodian II will become Custodian III and will be paid at the same rate as the Custodian III.

6. Lead Custodian

The Employer may designate up to ten (10) Custodian IIIs each year to serve as Lead Custodian. Lead Custodian shall be selected and assigned those duties annually based upon performance evaluations, specialized training or performance of specialized tasks and attendance records in the discretion of the Employer. The Lead Custodian will receive \$1.50 premium pay for hours worked while designated Lead Custodian.

9.2 Pension Pick-Up and One Time Wage Enhancement

The wage increases set forth above are subject to employees paying 2% of their total wages toward their pension in Year 3 of the Agreement dated January 1, 2005 and 4% of their total wages towards their pension in Year 4 of the Agreement dated January 1, 2005. As of the effective date of legislation giving employees in the bargaining unit an enhanced pension based upon the safety sensitive nature of their job responsibilities, the \$0.30 per hour one-time wage enhancement shall automatically expire and shall be withdrawn from the hourly rates of pay for all employees who are eligible to receive the enhanced pension. Such automatic expiration shall not occur if the Employer waives the automatic wage enhancement expiration for employees in Teamster's Local 726 pursuant to Section 7.1, Item I of the 2003-2006 Agreement between the Employer and Teamster's Local 726.

9.3 Performance Evaluation

Each employee shall, at least annually, complete a formal performance evaluation together with his/her immediate supervisor. This evaluation shall provide a means of determining the performance level of the employee and assist the Employer in ascertaining training needs or areas where performance needs to improve. Performance evaluations will not be used to determine or deny annual increases or step increases.

9.4 Longevity Pay

Effective January 1, 2013, the Employer agrees to pay all bargaining unit employees who have reached:

Start of year 20 - \$0.20 per hour

Start of year 25 - \$0.30 per hour

ARTICLE X

Annual Leave/Vacation

10.1 Vacation Eligibility and Scheduling

(A) Senior Toll Collector / Toll Collector (Bi-Annual vacation bidding)

Vacation eligibility shall be based upon hours of work performed during the year preceding an employee's anniversary date and years of service established by the Employer's records. Notice will be posted at the employee's work location. Notice will be posted at the employee's work location no later than the first Monday in November (The first day of the Fall Global Shift Bid) to bid on vacations to be taken December 1 through May 30 and first Monday in May (The first day of the Summer Global Shift Bid), requesting that all employees wishing to reserve vacation time for that Global Shift Bid to bid on vacations to be taken June 1 through November 30. Cycle submit a completed Vacation Request Form (Form

#TC-58) to their supervisor no later than Vacation Request Form (Form #TC-58) to their supervisor no later than the third Sunday in November for the Fall Global Shift Bid Cycle and no later than the third Sunday in May for the Summer Shift Bid Cycle.

At all work sites at least two people per day shall be allowed off for vacations. There will be a one week staggering of the Global bidding and vacation bidding.

Vacation requests shall not be unreasonably withheld but if the Employer is unable to grant and schedule vacation preferences for all employees within a position classification or work location but is able to grant some of such (one or more) employees' vacation preferences, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days. Those employees who have not filed their preference for Fall Vacation bid and again for the Summer Vacation Bid, or were not granted such requests, shall be scheduled based upon the operating needs of the Employer as long as it does not exceed two employees per week/per location. Employees wishing to schedule vacations in January shall do so in January of the preceding year. Vacation time must be used by employees in increments of full and/or half days, with one half day being the smallest which may be used at one time subject to the Employer's operating needs and scheduling requirements. A copy of all the vacation requests, at each work location, shall be posted for review by January 31st of each year.

For subsequent requests for vacation, an employee must submit a Vacation Request Form (Form TC-58) for each vacation request of three (3) or more consecutive work days a minimum of fourteen (14) calendar days in advance to his/her supervisor. For requests subsequent to Fall Global Shift Bid and Summer Global Shift Bid the Employer shall consider both the employee's preference and plaza needs. The Employer shall respond to such requests within seven (7) calendar days of receipt.

Employees may take, at the time of their vacation and only in conjunction with their vacation, additional time off in eight (8) hour increments if scheduled and approved at the time their vacation is approved. Such additional time off shall be without pay unless the employee is entitled to personal time off with pay under Section 11.2, in which event the employee may take such time off as a personal leave with pay. An employee may, with the prior approval of supervision, take sufficient days off without pay as may be necessary to allow an employee vacation in multiples of five (5) or six regularly scheduled days off. Vacations may not be taken prior to the employee's anniversary date; provided, however, that for good cause an employee may be granted a leave of absence in accordance with Section 11.8, which leave may, at the discretion of the Employer, be charged against vacation to which the employee is entitled on his next anniversary date and, provided further, that in no event will vacations be paid for prior to the employee's anniversary date. With regard to the Money Room, an employee may, with the approval of

supervision obtained at the time his vacation is approved, take sufficient additional days off as may be necessary to allow the employee a vacation of a full calendar week or multiples thereof. Such additional time off shall be without pay unless the employee is entitled to personal time off with pay under Section 11.2, in which event the employee may take such time off as a personal leave with pay. Under this provision, if an employee entitled to a personal leave day under Section 11.2 takes, as additional time off, a Saturday on which he would have been scheduled to work six (6) hours, he will be paid eight (8) hours straight time for that personal leave day. Vacation time must be used by employees in increments of full and/or half days, with one-half day being the smallest which may be used at one time, subject to the Employer's operating needs and scheduling requirements.

(B) CCW

1. Vacation Eligibility and Scheduling

Vacation eligibility shall be based upon hours of work performed during the year preceding an employee's anniversary date and years of service established by the Employer's records. With the written consent of the appropriate Division Manager, or his/her authorized representative, vacations for employees may be taken at any time after an employee has become eligible therefore, except that vacation for the Section Clerks and Parts Clerks, and employees assigned to Roadway Maintenance, shall not be permitted to be taken during the period from November 1, through March 31st (provided that one employee per location, per week, shall be allowed to take vacation from November 1 to November 15th and March 15th to March 31st. No employee is allowed to take vacation from November 15 to April 1st, except in single day increments or Four (4) hour increments, and subject to the operational needs of the Authority winter operations). The use of single or half day vacations shall not reduce the minimum level of approved garage staffing levels for each work location. Vacations shall be scheduled annually on a seniority basis by the appropriate Division Manager or a representative assigned by them and consistent with the operating needs of the Employer. Vacations shall be taken in increments of five (5) consecutive days and shall not be combined with personal days except as provided in sub-section 3 below. Provided a Custodian provides the Employer with at least forty-eight (48) hours' notice, vacation time may be taken in full or half-day increments subject to the Employer's operating needs and scheduling requirements.

Employees may schedule up to five (5) vacation days in one (1) day increments and, four (4) vacation days may be scheduled during a holiday week; the foregoing vacation scheduling shall be completed at the time of the annual vacation pick. In the event an employee is off work during the vacation scheduling period, it shall be his/her responsibility to notify the employee's supervisor of his/her requested vacation dates. Failure to do so will result in forfeiture of seniority rights as to vacation scheduling that year.

Once approved, the annual vacation schedule shall not be changed by the employee without prior approval by the employee's supervisor.

2. No Vacation Prior to Anniversary Date

Vacations may not be taken prior to the employee's anniversary date; provided, however, that for good cause an employee may be granted a leave of absence in accordance with Section 11.8, which leave may, at the discretion of the Employer, be charged against vacation to which the employee is entitled on his next anniversary date and, provided further, that in no event will vacations be paid for prior to the employee's anniversary date.

3. Employees Entitled to 136 or 176 Hours Vacation

Employees entitled to one hundred thirty-six (136) hours vacation and vacation pay under Section 10.2 (C) or one hundred seventy-six (176) hours under Section 10.2 (E) shall have the following options with respect to vacation time off:

- (a) They may take the one hundred thirty-six (136) hours or one hundred seventy-six (176) hours of vacation time off in multiples of five (5) regularly scheduled days off plus two (2) additional regularly scheduled days off; or
- (b) They may take, in addition to the vacation to which they are entitled, three (3) regularly scheduled days off, if approved at the time their vacation is approved, to allow them a vacation in multiples of five (5) regularly scheduled days off; such additional time off shall be without pay unless the employee is entitled to personal time off with pay under Section 11.2, in which event the employee may take such time off as a personal leave with pay.

(C) TC and CCW

Holiday Falling During Vacation

In the event a holiday falls during an employee's vacation, the employee, if eligible for holiday pay for such holiday, will be paid for the holiday in addition to his vacation pay and will be given the regularly scheduled work day either immediately prior to or following that vacation off in lieu of the holiday.

(D) Money Room

Vacation eligibility shall be based upon hours of work performed during the year preceding an employee's anniversary date and years of service established by the Employer's records. Notice will be posted at the employee's work location on January 1st each year, requesting that all employees wishing to reserve vacation time for that year submit a completed Vacation Request Form (Form #TC-58) to their supervisor no later than January 15th. An employee may not submit more than three (3) preferences. In establishing vacation schedules, the Employer shall consider both the employee's preference and the operating needs of the Employer at each work location. The completed granted vacation requests will be posted no later than January 31st of each year at the employee's work locations. Vacation requests shall not be unreasonably withheld but if the Employer is unable to grant and schedule vacation preferences for all employees within a position classification or work location but is able to grant some of such (one or more) employees' vacation preferences, employees within the position classification shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days. Employees requesting vacation time who have moved, at their prerogative, to a different work location and whose preference conflicts with another employee's preference at that work location, or those employees who have not filed their preference by January 15th, or were not granted such requests, shall be scheduled on the basis of the operating needs of the Employer. Employees wishing to schedule vacations in January shall do so in January of the preceding year. Vacation time must be used by employees in increments of full and/or half days, with one half day being the smallest which may be used at one time subject to the Employer's operating needs and scheduling requirements. A copy of all the vacation requests, at each work location, shall be posted for review by January 31st of each year.

For subsequent requests for vacation, an employee must submit a Vacation Request Form (Form TC-58) for each vacation request of three (3) or more consecutive work days a minimum of fourteen (14) calendar days in advance to his/her supervisor. For requests subsequent to January 15th, the Employer shall consider both the employee's preference and plaza needs. The Employer shall respond to such requests within seven (7) calendar days of receipt.

An employee may, with the approval of supervision obtained at the time his vacation is approved, take sufficient additional days off as may be necessary to allow the employee a vacation of a full calendar week or multiples thereof. Such additional time off shall be without pay unless the employee is entitled to personal time off with pay under Section 11.2, in which event the employee may take such time off as a personal leave with pay. Under this provision, if an employee entitled to a personal leave day under Section 11.2 takes, as additional time off, a Saturday on which he would have been scheduled to work six (6) hours, he will be paid eight

(8) hours straight time for that personal leave day. Vacation time must be used by employees in increments of full and/or half days, with one-half day being the smallest which may be used at one time, subject to the Employer's operating needs and scheduling requirements.

10.2 Vacation Entitlement

An employee hired prior to January 1, 1998 who has worked seventeen hundred (1,700) hours or more in the twelve (12) months preceding his/her anniversary date and who on that date has been continuously employed by the Employer for:

- (A) One (1) year but less than five (5) years, shall be entitled to (80) hours vacation and vacation pay, and
- (B) five (5) years but less than nine (9) years, shall be entitled to one hundred twenty (120) hours vacation and vacation pay, and
- (C) nine (9) years but less than fourteen (14) years, shall be entitled to one hundred thirty-six (136) hours vacation and vacation pay, and
- (D) fourteen (14) years but less than nineteen (19) years, shall be entitled to one hundred sixty (160) hours vacation and vacation pay, and
- (E) nineteen (19) years but less than twenty-five (25) years, shall be entitled to one hundred seventy six (176) hours vacation and vacation pay, and
- (F) twenty-five (25) years or more, shall be entitled to two hundred (200) hours vacation and vacation pay.

New employees hired on or after January 1, 1998 shall accrue earned vacation time based upon provisions in Chapter V, Section A.3, of the ISTHA personnel policy manual dated January 1, 2005 addressing the accrual of time earned and the amounts earned, which differ from the formula set forth herein above.

10.3 Initial Vacation Entitlement

An employee who has worked eight hundred fifty (850) hours or more in the first six (6) months of continuous employment with the Employer shall be entitled to forty (40) hours vacation and vacation pay which, if so utilized, shall be deducted from the vacation and vacation earned as described in Section 10.2 (A) above.

10.4 Vacation Pro Ration

An employee who works less than seventeen hundred (1,700) hours but more than one thousand (1,000) hours within the year preceding his/her anniversary date shall be entitled to vacation and vacation pay in accordance with the above schedule which shall be prorated by a fraction, the

numerator of which shall be the hours worked in such year preceding vacation eligibility, and the denominator of which shall be two thousand eighty (2,080). Employees who fail to meet this requirement because of occupational injury or illness shall receive full vacation entitlement with pay for the first year of the occupational illness or injury.

10.5 Vacation Carryover

Except as otherwise provided by the Employer's Personnel Policy, up to two (2) years' vacation time may be accumulated and carried over from year to year, provided that no more than one (1) year's benefit plus forty (40) hours may be used each year.

10.6 Vacation Pay Upon Termination of Employment

Except as hereinafter provided, when an employee with six (6) months or more continuous employment leaves the employ of the Employer, the employee shall be paid a lump sum for any vacation for which he/she is eligible but has not utilized. The employee shall also be paid a prorated amount based on hours worked for the vacation entitlement he/she is currently earning but not eligible to utilize until his/her anniversary date. The minimum increment which shall be prorated is eight (8) hours. No vacation pay, however, shall be due in the case of an employee who is discharged for misappropriation of funds.

ARTICLE XI Leaves of Absence

11.1 Sick Leave

All employees are required to call in no less than two (2) hours prior to the start of each shift he/she will miss and state the reason(s) for said absence. Should the absence be more than three (3) consecutive days the employee must make contact with their immediate supervisor no later than the 3rd day of absence and supply a doctor's note as soon as medically feasible.

Upon separation from employment, unused sick leave benefits shall be handled pursuant to Public Act 90-65 and pertinent provisions of the Employer's Personnel Policies & Procedures Manual.

(A) TC

Employees shall accumulate sick leave at the following rates:

1. Senior Toll Collectors who have completed the probationary period as defined in Section 14.1: One (1) day for each month of Senior Toll Collector;
2. Toll Collectors who completed six (6) months of continuous employment will be allotted **twelve (12)** sick days per year to be accrued at the rate of **eight (8)** hours per month of Toll Collector service.

For each full day of sick time utilized, Senior Toll Collectors shall be paid eight (8) hours at their straight-time hourly rate and Toll Collectors shall be paid according to the hours scheduled for the day of the sick call, up to a maximum of eight (8) hours, at their straight time hourly rate, and rounded to the next whole hour. Except as provided in Section 11.2, sick leave days shall be used only for reason of bona fide illness, accident, or injury of the employees the illness of a child, stepchild, spouse, parent, step-parent, mother or father in-law, sibling, grandchild, grandparent, self or any person living in the employee's household for whom the employee has custodial responsibilities. Contingent upon District Supervisor approval, employees with acceptable attendance records will be permitted to use vacation time, in lieu of sick time, if sick time has been exhausted.

(B) Money Room

An employee shall accumulate sick leave at the rate of one (1) day for each month of service. Except as hereinafter provided, sick leave days shall be used only for reason of bona fide illness, accident or injury of the employee. Unused sick leave may be carried forward without limitation, except as provided by Public Act 90- 65 and pertinent provisions of the Employer's Personnel Policies & Procedures Manual.

Sick leave benefits as provided above shall be payable with the first (1st) day of absence. All employees are required to call in no less than two (2) hours prior to the start of each shift he/she will miss, and state the reason(s) for said absence. Should the absence be more than three (3) consecutive days the employee must make contact with their immediate supervisor no later than the 3rd day of absence and supply a doctor's note as soon as medically feasible.

(C) CCW

A full-time employee shall accumulate sick leave at the rate of one (1) day for each month of full-time service. Except as hereinafter provided, sick leave days shall be used only for reason of bona fide illness, accident or injury of the employee. Unused sick leave may be carried forward without limitation.

Sick leave benefits as provided above shall be payable with the first (1st) day of absence. All employees are required to call in no less than two (2) hours prior to the start of each shift he/she will miss, and state the reason(s) for said absence. Should the absence be more than three (3) consecutive days the employee must make contact with their immediate supervisor no later than the 3rd day of absence and supply a doctor's note as soon as medically feasible.

(D) Examinations

All bargaining unit employees may use their sick leave for medical, optical or dental examinations.

11.2 Personal Leave

(A) TC

An employee who has accumulated since the date of hire (in the case of Senior Toll Collectors and Toll Collectors with less than one [1] year of service) or last anniversary date (in the case of Senior Toll Collectors and Toll Collectors, with one [1] year of service or more) one (1) or more sick leave days may, with the prior approval of the Plaza Supervisor, use such sick leave for personal reasons to the following extent:

1. Senior Toll Collectors: Up to a maximum of six (6) days in the twelve (12) month period following his/her date of hire or anniversary date.
2. Toll Collectors: Up to a maximum of six (6) days in the twelve (12) month period following his/her anniversary date.
3. Employees who, following progressive discipline, have received a suspension for attendance related infractions in the twelve (12) months preceding a personal day request are not eligible to take sick leave days for personal reasons.

(B) Money Room

An employee who has accumulated one (1) or more sick days since date of hire (employees with less than one {1} year of service) or last anniversary date (employees with [1] or more years of service) may use sick leave days for personal reasons subject to the following limitations:

1. If possible to do so, the employee must give at least twenty-four (24) hours advance notice to the Money Room Supervisor of desire to so use a sick leave day.
2. The Money Room Supervisor's approval to so use a sick leave day must be obtained; the Supervisor will not unreasonably withhold approval.
3. Use of sick leave days for personal reasons shall be limited to six (6) days in the twelve (12) month period following date of hire or anniversary date, whichever is applicable.

4. Employees who, following progressive discipline, have received a suspension for attendance related infractions in the twelve (12) months preceding a personal day request are not eligible to take sick leave days for personal reasons.

(C) CCW

An employee who has accumulated one (1) or more sick days since date of hire (employees with less than one [1] years of service) or last anniversary date (employees with [1] or more years of service) may use sick leave days for personal reasons subject to the following limitations:

1. If possible to do so, the employee must give at least twenty-four (24) hours advance notice to his/her supervisor of desire to so use a sick leave day.
2. The supervisor's approval to so use a sick leave day must be obtained; the supervisor will not unreasonably withhold approval.
3. Use of sick leave days for personal reasons shall be limited to six (6) days of the twelve (12) month period following date of hire or anniversary date, whichever is applicable.
4. Employees who, following progressive discipline, have received a suspension for attendance related infractions in the twelve (12) months preceding a personal day request are not eligible to take sick leave days for personal reasons.

Upon separation from employment, unused sick leave benefits shall be handled pursuant to Public Act 90-65 and pertinent provisions of the Employer's Personnel Policies & Procedures Manual.

11.3 FMLA

Employees shall have all rights and benefits provided by the Family and Medical Leave Act of 1993, as amended, (FMLA) and as set forth in the Authority's Personnel Policy Manual. FMLA leave is limited to leaves specifically requested and granted. In the event the Employer makes any changes to the Personnel Policy Manual with respect to the FMLA policy, the Employer shall notify the Union and provide it with an opportunity to discuss such changes pursuant to Article I of this Agreement. The employee shall use and the Employer shall count accumulated sick leave as part of the FMLA leave; provided, however, there shall be no pyramiding of paid or unpaid time off.

Employees shall timely request FMLA leave and are required to follow all call-in policies. Each employee shall contact his/her supervisor the day before a block leave or daily, if the leave is intermittent, to report the date and time of the leave and the employee must specify the leave number.

11.4 Occupational Injury or Disease Leave

Employees unable to work due to occupational injury or disease covered by the Illinois Workers' Compensation Act shall be placed on leave of absence for the period they are unable to work. The suitability of an employee to return to work shall be determined by the Employer after an examination by a physician of its choosing. The refusal of an employee to submit to such an examination or to return to work if the results thereof show that the employee is able to return shall be grounds for termination. Employees suffering work related injuries may be considered as candidates to participate in the Transitional Duty Program as described in the Personnel Policy Manual. If an employee participates in the Transitional Duty Program, he/she will be reimbursed for mileage driven beyond that required to be driven to his/her normal work site.

Solely for the purpose of applying Section 9.1, time lost by an employee on leave of absence because of an occupational injury or disease shall be treated as time worked.

11.5 Bereavement Leave

Employees who wish to take time off due to a death of an immediate family member should notify their supervisor immediately. The Employer defines "immediate family" as the employee's spouse, fiancée, child, brother, sister, parents, grandchild, grandparent, domestic partner, legal guardian, step-parents, step-child, and spouse's parents or legal guardian, as well as the siblings of the employee's spouse or domestic partner. Special consideration will also be given to any other of the above relations, subject to the approval of the Chief of Administration.

Three (3) days of paid bereavement leave will be provided to all employees. Bereavement leave pay is calculated on the base pay rate at the time of absence. Employees may, with their Supervisor's approval, use available paid leave for additional time off or authorized leave without pay as necessary and such additional time off or authorized leave without pay will not be unreasonably withheld. If an employee is on vacation, he/she will be credited his/her vacation leave for said amount.

11.6 Military Leave

- (A) A military leave of up to four (4) years is granted to all permanent employees who leave their positions to enter active military duty. A permanent employee may be restored to the same or a similar position by making application to the Employer within ninety (90) days after discharge or up to one year from release from hospitalization continuing after discharge.
- (B) Military Reserve Training and Emergency Call-up.
 - 1. A permanent employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia shall be granted leave from the Employer for basic training and/or special or advanced training.

2. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the Employer with a statement from his/her commanding officer that the leave taken was for such purpose.
3. During basic training and up to sixty (60) days of special or advanced training, if employee's compensation for military activities is less than his/her compensation as a Tollway employee, the employee shall receive their regular compensation as a Tollway employee less the amount of their base pay for military service. During training, the employee's seniority and other benefits shall accrue.
4. In an emergency call-up (or order to State active duty by the Governor), a leave shall be granted for the duration of the emergency with pay and without loss of seniority or other accrued benefits. Military earnings for an emergency call-up must be submitted and assigned to the Employer. The Employer shall submit the earnings to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the Employer shall return the difference to the employee. During emergency call-up, the employee's seniority and other benefits shall accrue.
5. If employees serve on a regular day off, they may keep the portion of military pay received. Affected employees may elect to take vacation time during the call out and receive both their Tollway salary and military payment.
6. An eligible employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia, shall be allowed annual leave for one (1) full pay period and such additions or extensions reasonably necessary to fulfill the annual military reserve obligation. During leave for annual training, if an employee's compensation for military activities is less than his/her compensation as a Tollway employee, the employee shall receive his/her regular compensation as a Tollway employee less the amount of their base pay for military service upon appropriate verification of military compensation. Leaves will be granted without loss of seniority or other accrued benefits. The employee must submit a copy of the military orders that authorize such training.

11.7 Jury Leaves

The Employer encourages employees to fulfill their civic responsibilities by serving on juries when required. Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate the employee's absence. Employees are expected to report to work whenever the court schedule permits. For any pay period in which she/he performs work for the Employer, an employee on jury duty will earn eight (8) hours at his/her regular rate of pay, less the amount of his/her juror's compensation, for the period of jury service. In the alternative, employees may submit the check received for jury duty service to the payroll department.

11.8 Other Leaves

All other leaves shall remain within the discretion of the Employer, but requests for leaves of absence shall not unreasonably be denied. When granted, leaves shall be for a period of not more than thirty (30) calendar days, but may be extended for an additional period or periods of not more than thirty (30) calendar days each. An employee need not exhaust all vacation leaves in order to be eligible for a leave of absence because of a temporary disability. An unauthorized leave shall be cause for disciplinary action up to and including discharge.

11.9 Disputes Concerning Ability to Return to Work after Leave of Absence

In the event of a dispute over an employee's ability to return to work after an absence under Section 11.3 or 11.8, the matter shall be referred to a physician selected by the Employer's physician and the employee's physician. The Employer shall prepare a statement of the issue to be submitted to the neutral physician to which a copy of the job description of the employee shall be attached. The decision of the physician so selected shall be final. His/her fees shall be shared equally by the Employer and the employee.

11.10 Injury on the Job

An employee who is injured on the job and does not complete his/her work day shall receive pay at the applicable hourly rate for the balance of that day, without deduction from accumulated sick leave.

11.11 Notifications During Absence from Work

Employees absent from work on an approved leave of absence, or due to an injury on the job, or on extended absence for medical reasons, shall be required to call his/her immediate supervisor at least once per week and report the status of his/her return to work. This shall not apply in cases due to medical incapacity with no alternative means of contact. An employee is required and shall be responsible for providing to the Employer additional medical documentation if the leave is to be extended beyond the original requested time off.

11.12 School Visitation Leave

The Employer will provide school visitation leave in accordance with applicable law and its policy and procedures manual as in effect on January 1, 2005.

11.13 Paid Parental Leave

The purpose of this policy is to provide paid parental leave for employees, who have successfully passed probation, for the birth or adoption of a child or children. This provision applies to spouses, biological parents, civil union partners or those in *loco parentis*¹ to the child and is effective January 1, 2015.

Paid Parental Leave is only available after the birth or adoption of the child in the following circumstances and in the following amounts:

1. Up to 4 weeks of paid leave to the birth mother to recover from a non-surgical delivery; or
2. Up to 6 weeks of paid leave to the birth mother to recover from a surgical delivery; or
3. Up to 4 weeks of paid leave for the birth of a child or children to the spouse or civil union partner of the birth mother; or
4. Up to 4 weeks of paid leave for the adoption of a child or children by the employee or the spouse or civil union partner of the employee.

Paid Parental Leave may be taken on an intermittent basis, but in no less than full day increments, as Tollway needs allow. The Leave is only available in the first 12 months following the birth or adoption of the child. If both the biological or adoptive parents, or both the birth mother and her spouse or civil union partner are employees of the Tollway, the two employees are eligible for a combined total of 4 or 6 weeks of Paid Parental Leave, whichever is applicable.

If an employee desires to take additional paid time off beyond the paid time off set forth above, Paid Parental Leave may be combined with vacation and/or sick time to allow additional paid time off from work.

In addition to Paid Parental Leave, an employee may also be eligible for leave under the FMLA as set forth in the Tollway's FMLA Policy. In the event an employee is eligible for both Paid Parental Leave and leave under the FMLA, the two leaves must be taken concurrently. For more information on eligibility for leave under the FMLA and the conditions and benefits associated with such leave, please consult the Tollway's FMLA Policy.

¹ Under the FMLA, persons who are in *loco parentis* include those with day-to-day responsibilities to care for or financially support a child.

ARTICLE XII

Holidays

12.1 (A) Definition of Holiday

The term "holiday", for all employees, includes:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- General Election Day upon which members of the House of Representatives are elected or the days observed by the Employer as such holidays and any additional days proclaimed as holidays or non-working days by the Board of Directors of the Employer.

(B) TC

All Senior Toll Collectors shall have time off, with pay, on the above holidays, provided the employee works his/her scheduled day before and scheduled day after each of the aforementioned holidays.

(C) CCW

All full-time employees shall have time off, with pay, on the above holidays.

12.2 Holiday Pay

(A) TC

1. Holiday Pay

A Senior Toll Collector shall be paid eight (8) hours holiday pay at his/her straight time hourly rate of pay for each holiday as established under Section 12.1. Holiday pay shall accrue in the event of an absence the day before or after a holiday if such is due to a scheduled vacation and with the approval of the District Supervisor.

2. Pay for Work on a Holiday

Any employees who are scheduled to and who work on a holiday as established under Section 12.1 shall be paid one and one-half (1 1/2) times their straight time hourly rate of pay for each hour worked. Pay for time worked as provided herein shall be in addition to holiday pay provided for employees eligible therefore under Section 12.2(A)(1). Employees who work on a Holiday, which falls on their sixth (6) day in that work week, will be paid time and one-half (1 1/2) for overtime hours worked in addition to their holiday pay.

3. Holidays Falling on Saturday or Sunday

Holidays which occur on a Saturday or Sunday, but pursuant to Section 12.1 have been deemed to be observed on a weekday, shall be deemed to be the actual day of the holiday for purposes of sub-sections 1 and 2 above.

(B) Money Room

1. Holiday Pay

Eligible employees shall be paid eight (8) hours holiday pay at their straight-time hourly rate of pay for each holiday as established under Section 12.1. To be eligible for holiday pay, the employee must work his/her scheduled day before or scheduled day after each of the aforementioned holidays. In addition, an employee who is scheduled to work on a holiday but who fails to work as scheduled will not be eligible for holiday pay.

2. Pay for Work on a Holiday

Any employees who are scheduled and work on a holiday as established under Section 12.1 shall be paid one and one-half times their straight-time hourly rate of pay for each hour worked. Pay for time worked as provided herein shall be in addition to holiday pay provided for employees eligible therefor under sub-section 1 above.

3. Holiday Work Schedule

Notwithstanding the foregoing provisions of this Article, employees ordinarily will be scheduled to work on all holidays other than Thanksgiving Day and, unless they fall on Saturday or Monday, New Year's Day and Christmas Day. This provision shall not be construed as requiring

the Employer to schedule, or prohibiting the Employer from scheduling, work on any holiday.

4. Holiday or Regular Day Off Work for Money Truck Drivers

Money Truck Drivers who work on a holiday or their regular day off will receive payment in line with sub-section 2 above. Money truck drivers may notify their supervisor that they wish to receive compensatory time at the rate of time and one-half in line with Section 8.2(B)(2). Except for comp. time hours currently approved for use, the Drivers may keep 40 hours of comp. time on the books and must choose to use or cash-in any excess hours.

(C) CCW

1. Holiday Pay

A full-time employee shall receive holiday pay at his/her regular straight-time rate of pay for all holidays as designated and not worked.

2. Pay for Work on a Holiday

An employee who works on a designated holiday shall receive one and one-half (1-1/2) times his/her straight-time rate of pay for all hours worked plus pay for the holiday.

3. Eligibility for Holiday Pay

To be eligible for holiday pay, the employee must work his/her last scheduled day preceding such holiday and his/her next scheduled day following such holiday, unless he/she has failed to report to work due to his/her sickness or a death in the immediate family as defined in Section 11.5, or a similar good cause. If requested, proof that absence was caused by such reason must be furnished to the Employer.

ARTICLE XIII
Miscellaneous Rights and Benefits

13.1 Bulletin Boards

The Employer shall provide at every work location a bulletin board for the posting of Union information. No material shall be posted that is false, obscene or defamatory to any person(s). The postings shall be by the Union Steward, Committee Person and/or Business Agent. All postings shall be signed, dated and include the title of the signatory.

13.2 Union Notification

Every thirty (30) days the Union shall be notified in writing by the Personnel Department of the following:

- (A) Hiring's, including name, address, and work locations;
- (B) Terminations, including designation of "voluntary" or "involuntary";
- (C) Transfers that have occurred within the prior thirty (30) days.

13.3 Restrictions on Relatives Working at Same Work Location

Bargaining unit employees who have a relative actively employed as Supervisors will not be permitted to work at the same location.

In the event an employee seeks a transfer to a work location at which a related supervisor is employed, such transfer will not be allowed.

In the event an employee becomes the relative of another supervisor at the same work location, the employee who is not a supervisor shall be transferred out of the work location.

For the purpose of this section, the term "relative" includes spouse, domestic partner, parent, child, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child.

13.4 State Employees' Retirement System

Pursuant to the terms of the Agreement dated January 1, 2005 through December 31, 2008, the Employer will discontinue paying contributions heretofore made by the employees and the employees will assume the payment of all employee contributions. The Employer will abide by the directives of the Illinois General Assembly contained in legislation implementing revisions to the pension system.

13.5 Code of Ethics

Any employee found by the Employer in violation of the Code of Ethics may file a grievance pursuant to Article XV.

13.6 Group Life, Comprehensive Medical, Dental, and Optical Plans

- (A) Employees participating in the medical plans provided by the Employer shall be required to pay the following percentages of monthly insurance premiums, depending on the plan selected and the employees shall be subject to the same plan design and obligated to pay the same percentages of monthly premiums, subject to the same maximums, required of other employees of the Employer covered under said plans.

During the life of this Agreement, the Employer will continue to provide for employees who have completed the 90 days of employment with group life insurance, medical, dental and optical plans. The benefits and options under said plans shall be the same as or comparable to those in place effective March 1, 2018, provided those plans remain available to the Employer. In the event the plan currently in place is no longer available due to plan cancellation by the Insurance Provider or the procurement of a new Insurance Provider, the Employer shall provide a plan the is the same or comparable to those currently in place at the time of the change, to the extent that the plan features are available and retention of all the features will not result in an increase in cost that exceed 7% over the previous year. However, for the PPO and HMO plans only, for the plan year beginning March 1, 2019, if the cost to the Employer of providing such plans increases by 7% or more over the cost of the previous plan year, the Employer, in its discretion and after notification to the Union, may make such changes in the plans as it deems appropriate so long as those changes are applicable to all other employees covered under those plans. No changes will be made to the No Premium Contribution HMO plan through March 1, 2022, unless the plan currently in place is no longer available due to plan cancellation by the Insurance Provider or there is a procurement of a new Insurance Provider. The Employer shall provide a No Premium Contribution HMO plan that is similar or comparable to the plan currently in place at the time of the change, to the extent that the plan features are available and retention of all the features will not result in an increase in cost that exceed 7% over the previous year. After March 1, 2022, the Employer may make such changes to that plan as it deems appropriate so long as those changes are applicable to all other employees covered under that plan.

Effective the first full month following the date this Agreement is entered into as set forth in the preamble, employees participating in the medical plans provided by the Employer shall be required to pay the percentages as required of other employees of the Employer covered under said plans. The employees shall be subject to the same plan design and obligated to pay the same percentages of monthly premiums, subject to the same maximums, required of other employees of the Employer covered under said plans.

Notice of any changes made to the plan, the Insurance Provider or to the percentage of monthly insurance premiums, will be provided to the Union.

If during the course of this Agreement, any Union or non-Union employee of the Employer is allowed to participate in a different Employer sponsored health benefit plan, than the plan stated in this Agreement, and such plan is deemed more preferable by the members of the Bargaining Unit, then the members of the Bargaining Unit, as a group, shall be allowed to participate in said plan in lieu of the plan described above.

Wages of \$29,500 or less:

PPO Program:	4%
HMO:	1%
No Premium Contribution HMO:	0%

Wages of \$29,501 - \$44,600:

PPO Program:	6%
HMO:	2%
No Premium Contribution HMO:	0%

Wages of \$44,601 - \$59,300:

PPO Program:	7%
HMO:	3%
No Premium Contribution HMO:	0%

Wages of \$59,301 - \$74,300:

PPO Program:	8%
HMO:	4%
No Premium Contribution HMO:	0%

Wages of \$74,301 and up:

PPO Program:	10%
HMO:	6%
No Premium Contribution HMO:	0%

- (B) Toll Collectors who have completed ninety (90) days of employment (and their eligible dependents) may participate in the comprehensive medical, dental, and optical plans only.
- (C) With respect to the CCW unit, except as provided in paragraph (E) of this Section, part-time employees who have completed ninety (90) days of employment (and their eligible dependents) may participate in the comprehensive medical, dental, and optical plans but not the group life plan. Following one (1) full year of service, all part-time employees shall be provided group life insurance coverage.
- (D) With respect to the CCW unit, subject to the provisions of paragraph (A) of this Section, the Employer will pay the premium or benefit cost with respect to employees (and their eligible dependents).
- (E) With respect to Custodian I employees in the CCW unit, part-time employees hired on or after January 1, 1992 who are scheduled to work less than twenty (20) hours per week are not eligible for group life, comprehensive medical, dental, or optical plan coverage and none of the benefits provided for in this Section are applicable to them.

13.7 Uniforms

(A) TC

1. Uniforms

In accordance with the past practice of the Employer, items of apparel shall be furnished by the Employer and shall be replaced when such, in its judgment, is needed. Uniforms remain the property of the Employer and the Employer may take whatever steps it deems necessary and appropriate to reclaim its property upon employee termination.

Employees who are issued Tollway uniforms shall maintain them in a clean and presentable condition and wear them as instructed by their supervisors. No employee shall modify the uniforms in any fashion nor may any employee adorn his/her uniform with any sign or symbol associated with any organization, cause, or point of view, except by wearing one union button or unless authorized by their respective Department Chief with the written approval of the Executive Director.

2. Uniform Changes

When contemplating major uniform changes, the Employer will select three (3) employees from the bargaining unit with whom it will discuss and seek employee input with respect to the proposed changes.

3. Uniform Allowance

Senior Toll Collectors and Toll Collectors shall be entitled to receive up to twenty dollars (\$20.00) per month for uniform cleaning, repairs and alteration. Toll Collectors and Senior Toll Collectors shall no longer be provided pants and shall wear black/dark blue pants consistent with the standards set forth in the Employees Policy and Procedure Manual. This allowance shall be paid thirty (30) days after the end of each quarter to all employees who have worked a minimum of eighty (80) hours per month during that quarter. Paid benefit time used by the employee shall count as hours worked for purposes of this paragraph.

4. Safety Shoe Reimbursement

Senior Toll Collectors and Toll Collectors shall be provided an annual safety shoe reimbursement of up to \$150.00. Each Employee shall turn in their receipt within 30 days of purchase and the Employer will process the payment reimbursement request within 30 days. An Employee who fails to timely (30 days) turn in their reimbursement request with the receipt shall

only be eligible for 50% reimbursement for the next 30 days and if the employee fails to turn in the reimbursement request with the receipt within 90 days after purchase shall not be eligible for reimbursement.

All affected employees are required to wear approved safety shoes, which for Senior Toll Collectors and Toll Collectors shall be shoes or boots SR (Slip Resistant) rated by ANSI, where required by the Employer, at all times on the job. It is the employee's responsibility to secure appropriate foot apparel to meet this requirement.

Each employee is responsible for maintaining his/her work shoes in good, safe condition. Any employee failing to comply with this requirement may be sent home on leave without pay. Supervisory staff has the responsibility to ensure the employees are wearing appropriate foot apparel in compliance with this provision.

(B) Money Room

1. Uniforms

All employees shall wear uniforms on the job as prescribed by the Employer. Items of apparel shall be furnished by the Employer and shall be replaced when such replacement is needed, up to a maximum of two (2) replacements per year. Uniforms remain the property of the Employer and the Employer may take whatever steps it deems necessary and appropriate to reclaim its property upon employee termination.

Employees who are issued Tollway uniforms shall maintain them in a clean and presentable condition, and wear them as instructed by their supervisors. No employee shall modify the uniforms in any fashion nor may any employee adorn his/her uniform with any sign or symbol associated with any organization, cause, or point of view, except by wearing one union button or unless authorized by their respective Department Chief with the written approval of the Executive Director.

2. Uniform and Safety Shoe Reimbursement

All employees having worked at least eighty (80) hours each month (including all paid benefit time), shall be entitled to receive ten (\$10.00) per month for uniform cleaning and the Tollway will continue to provide pants. This allowance shall be paid on a quarterly basis and is payable within thirty (30) days following the conclusion of the quarter.

All Employees are required to wear ANSI 75 approved steel toed safety shoes, with ankle protection, at all times on the job. It is the employee's responsibility to secure appropriate foot apparel to meet this requirement.

All Employees shall be entitled to receive an annual safety shoe reimbursement of up to \$150.00. Each Employee shall turn in their receipt within 30 days of purchase and the Employer will process the payment reimbursement request within 30 days. An Employee who fails to timely (30 days) turn in their reimbursement request with the receipt shall only be eligible for 50% reimbursement for the next 30 days and if the employee fails to turn in the reimbursement request with the receipt within 90 days after purchase shall not be eligible for reimbursement.

Each employee is responsible in maintaining his/her work shoes in good, safe condition. Any employee failing to comply with this requirement may be sent home on leave without pay. Supervisory staff has the responsibility to ensure the employees are wearing appropriate foot apparel in compliance with this provision.

(C) CCW

1. Uniforms

In accordance with the past practice of the Employer, items of apparel shall be furnished by the Employer and shall be replaced when replacement, in its judgment, is needed. Uniforms remain the property of the Employer, and the Employer may take whatever steps it deems necessary and appropriate to reclaim its property upon employee termination.

Employees who are issued Tollway uniforms shall maintain them in a clean and presentable condition and wear them as instructed by their supervisors. No employee shall modify the uniforms in any fashion nor may any employee adorn his/her uniform with any sign or symbol associated with any organization, cause, or point of view, except by wearing one union button or unless authorized by their respective Department Chief with the written approval of the Executive Director.

2. Uniform Allowance

Section and Parts Clerks, Warehouse Workers and Custodians shall be entitled to receive ten (\$10.00)-per month for uniform cleaning and the Tollway will continue to provide pants. This allowance shall be paid quarterly basis and is payable within thirty (30) days following the conclusion of the quarter.

3. Safety Shoe Reimbursement

All Employees are required to wear ANSI 75 approved steel toed safety shoes, with ankle protection, at all times on the job. It is the employee's responsibility to secure appropriate foot apparel to meet this requirement. All Employees shall be entitled to receive an annual safety shoe

reimbursement of up to \$150.00. Each Employee shall turn in their receipt within 30 days of purchase and the Employer will process the payment reimbursement request within 30 days. An Employee who fails to timely (30 days) turn in their reimbursement request with the receipt shall only be eligible for 50% reimbursement for the next 30 days and if the employee fails to turn in the reimbursement request with the receipt within 90 days after purchase shall not be eligible for reimbursement.

Employees receiving a safety shoe reimbursement shall use this reimbursement to purchase approved safety shoes. Each Employee shall turn in their receipt within 30 days of purchase and the Employer will process the payment reimbursement request within 30 days. An Employee who fails to timely (30 days) turn in their reimbursement request with the receipt shall only be eligible for 50% reimbursement for the next 30 days and if the employee fails to turn in the reimbursement request with the receipt within 90 days after purchase shall not be eligible for reimbursement. All affected employees are required to wear ANSI 75 approved steel toed safety shoes, with ankle protection where required by the Employer, at all times on the job. It is the employee's responsibility to secure appropriate foot apparel to meet this requirement.

Each employee is responsible for maintaining his/her work shoes in good, safe condition. Any employee failing to comply with this requirement may be sent home on leave without pay. Supervisory staff has the responsibility to ensure the employees are wearing appropriate foot apparel in compliance with this provision

13.8 Miscellaneous

(A) TC

1. Mileage Compensation

A Senior Toll Collector that travels more than 40 miles to work shall receive a mileage stipend of \$ 30.00 per month;

A Toll Collector shall receive a mileage stipend of \$20.00 per month.

2. Air Conditioners

The offices and the kitchen day rooms shall be air conditioned.

3. Portable Radios

Senior Toll Collectors and Toll Collectors may bring portable radios or MP3 players without internet capabilities with a portable speaker (no phones or tablets allowed to play music) to their toll booth assignment,

connect them to the Employer's electrical outlet in the booth, and play them during work hours, subject to the following conditions: (1) the radio carries the approval of Underwriters' Laboratories, (2) radio volume is kept at a low level prescribed by the Employer, absolutely no earphones, ear buds or ear pieces are allowed in the booth, and (3) the Employer assumes no liability whatsoever for any loss of or damage to any employee radios, MP3 Player or Speaker.

4. TC-32 Collector Performance Reports

The Employer supports training and retraining as the first line of defense to correct cash collection errors. If cash collection errors continue, progressive discipline will be used to keep collectors aware of continuing problems. Discipline with respect to all TC-32 grievances pending as of the effective date of this Agreement and all subsequent TC-32 matters will be administered as follows:

1st Step	2nd TC-32	Retrain
2nd Step	4th TC-32	Verbal Warning
3rd Step	6th TC-32	Written Warning
4th Step	8th TC-32	1- Day Suspension Without Pay
5th Step	10th TC-32	3- Day Suspension Without Pay
6th Step	12th TC-32	5- Day Suspension Without Pay
7th Step	14th TC-32	10- Day Suspension Without Pay
8th Step	16th TC-32	Termination of Employment

If an employee does not receive a TC-32 for 180 days, the TC-32 that was issued on the date closest to the beginning of the 180-day period shall be removed from consideration in any future disciplinary proceeding.

The Employer may accelerate the disciplinary process in those cases involving gross negligence and/or criminal conduct.

5. Lay-Off due to Electronic Tolling

The Employer agrees that it shall not lay any employee off for the duration of the current Contract, July 1, 2019 through June 30, 2023. This provision will not automatically renew at the termination of this Agreement. At least 180 days prior to the termination of this Agreement, the Employer shall notify the Union of its intention to lay off or not lay off employees covered by this Agreement due to adoption of all electronic tolling. The Employer will notify the Union which positions will be affected and why. If the Employer notifies the Union of its intends to lay off employees, the Employer will then impact bargain over the layoffs concurrent with any negotiations for the remaining employees.

(B) Money Room

1. Appearance Before Accident Review Board

In the event an employee is summoned to appear before the Accident Review Board with respect to an accident in which he/she was involved, such employee shall have the right, upon request, to be accompanied by a Union Steward if one is available at the time.

2. Certification Premium

Each fulltime Money Room Truck Driver and Money Room Counter/Money Room Truck Driver (Hybrid Driver) shall be eligible for certificates premium as follows:

- a) For each recognized certificate achieved as determined by the Employer, the employee will receive an additional \$2.00 per hour while in the performance of the work associated with the certification obtained.
- b) The continued payment of the above premiums is subject to the employee's maintenance of the certification.
- c) The Employer will pay for training, time spent at training and for every test passed and one (1) failed test on an annual basis, including hands on, computer based and standard paper tests.
- d) Money Room Truck Driver and Money Room Counter/Money Room Truck Driver (Hybrid Driver) will be allowed one (1) additional retest after the expiration of any certification before any reduction in wage levels.

(C) CCW

1. Call Out

If an employee is called out for work outside of or not connected with his/her normal shift, he/she shall be guaranteed at least three (3) hours pay at his/her applicable hourly rate of pay. In cases of snow removal, the call-out of employees shall be governed by the provisions of the snow removal manual.

2. Telephone Calls to the Employer

Employees who are required to telephone the Employer for the purpose of determining whether there is a need for their services outside their normal work hours, or to let the Employer know where they can be reached if needed for work outside their normal work hours, shall be reimbursed by

the Employer for such calls in accordance with a policy to be worked out between the Employer and the Union.

3. Certification Premium

Each Section Clerk and Parts Clerk shall be eligible for a certificates premium as follows:

- (a) For each nationally recognized ASE certification achieved from the following list -- Automobile Parts Specialist (P2), Medium/Heavy Truck Parts Specialist (P1), General Motors Parts Consultants, (P-4), Auto Maintenance and Light Repair (G1) and Automobile Service Consultant (C1) and the no longer available Tollway IH Certification – the employee will receive an additional \$0.65 per hour. Each employee may receive additional pay for up to a maximum of five (5) certifications, ASE and International Harvester combined. Those employees who have passed the Tollway's IH Certification will continue to receive the incentive even if there is no re-testing. However, if re-testing for the IH Certification is offered, every employee must pass the test in order to receive the IH Certification premium.
- (b) The continued payment of the above premiums is subject to the employee's maintenance of the certification and shall provide employer access to myase.com so as to confirm certification status. The employee has one year to complete the re-testing or lose the premium. The employee may take up to eight (8) hours paid leave, each year which may be divided into two (2) four (4) hour blocks to take one (1) or more tests at an authorized testing facility. The employee shall give the Employer at least two (2) weeks' notice of his/her intent to take the test and the location of the test.
- (c) The Employer will pay for every test passed and one (1) failed test on an annual basis, including both computer based and standard paper tests.
- (d) Clerks will be allowed one (1) additional retest after the expiration of any ASE certification before any reduction in wage levels.

4. Payment for Required Off-Site Training

In cases where the Employer requires an employee to attend off-site training, the Employer will pay for eight (8) hours or the actual classroom hours, whichever is greater and mileage at the Employer's usual rate for the total miles driven to/from the training site; provided, however, that the

employee requesting the mileage reimbursement must have driven his/her personal vehicle.

5. Wash-Up Time

Employees shall be granted a ten (10) minute wash-up period before the end of their normal work day.

(D) Attendance Incentive

An employee who achieves a high standard of attendance (e.g., no sick leave, Family Medical Leave Act leave, personal leave requested with less than seventy-two (2) hours' notice, two or more personal leave days, or leave without pay) in any quarter shall receive an attendance incentive bonus of:

First Quarter:	\$0.00
Second Quarter:	\$125.00
Third Quarter:	\$200.00
Fourth Quarter:	\$175.00

Time off for vacation, compensatory time, one personal day per quarter used after seventy-two hours' notice, bereavement, jury duty, authorized union leave and military leave shall not disqualify an employee for purposes of this paragraph.

(E) Video Surveillance

1. The Union agrees that the Employer has the right to install video cameras in the tollbooths. This right does not include the right to record audio.
2. The Employer will install a sign near the approach of each booth notifying motorists that the premises are under video surveillance.
3. The Employer agrees to maintain the video surveillance for a minimum of 21 days. In the event that the video system malfunctions, more than 21 days passes or some other intervening event that renders the video unusable, the Employer does not have an obligation to maintain the video. In the event an employee whose image appears in the segment in question (or the Union Representative) requests to review/inspect the video surveillance, the Employer agrees to grant access to the image to the employee and/or the Union Representative. The Right to review may be deferred up to 10 days so that the Employer may complete an investigation.
4. In the event that the Employer uses video surveillance for discipline, the Employer will show or make available the video to the Union and/or the employee prior to the issuance of any discipline. If the employee requests a copy or the Union, on the employee's behalf, requests a copy, the

Employer will provide a copy. The Union and/or the employee agree to reimburse the Employer for the reasonable cost of the storage media.

5. The parties agree that the video surveillance equipment is for business purposes only. The Employer, consistent with past practice, agrees to continue periodically reminding all employees that the video equipment is not to be used for non-business purposes and unauthorized use, including spying on co-workers or employees. Unauthorized use of the cameras will be cause for severe disciplinary action, up to and including discharge.
6. The parties agree that video surveillance may be used by the Employer as a basis for discipline for infractions that adversely impact the public trust and/or integrity of the Tollway including, but not limited to: theft (any amount), damage to property, assault or threats of violence, battery or physical violence, tampering with the Employer's or other's property, safety violations, and behavior that actively interferes with customer service such as cell phone usage and/or smoking.
7. The Employer agrees that video surveillance will not be used as the sole basis for disciplining employees for minor infractions that do not impact the public trust and/or integrity of the Tollway, including, but not limited to smoking or dress code violations.
8. Notwithstanding the above paragraph 5, the parties agree that video surveillance may be used as corroboration to an eye witness or patron complaint. In the event an employee wants to preserve a segment of video tape, the request must be made in writing within 21 days of the incident. Such a request will be on a form provided by the Employer.
9. The Union agrees that the Employer, including Plaza Manager, Plaza Supervisor and CIC, has the right to use video surveillance for any area not readily visible from the Manager's/Supervisors office for the purpose of monitoring plaza security and safety.
10. The Union agrees that the Employer, including Plaza Manager, Plaza Supervisor and CIC, has the right to use video surveillance for any plaza and /or shift that is without the presence of a Manager's/Supervisors for the purpose of monitoring plaza security and safety.
11. The Union agrees that the Employer, including Plaza Manager, Plaza Supervisor and CIC, has the right to use video surveillance at any area where money is processed and/or stored, except for the toll booths, which is restricted to Toll Audit, Inspector General, Chief of Operations and her/his authorized delegates.

(F) Transponders

The Employer shall timely make available a non-revenue transponder for commuting to and from work, for Tollway business, including travel between plazas as assigned by the Employer. The Tollway will not make payments for tolls except by the non-revenue transponder. Each employee who uses a transponder, agree that they must self-audit their usage and report and pay any unauthorized usage to the Tollway as directed on a monthly basis. Unauthorized usage not self-corrected within 45 days of the transaction, will be subject to losing the use of the transponder and discipline up to and including discharge.

(G) Layoff Package

Senior Toll Collectors, Toll Collectors Money Room Counters, Money Room Drivers and Hybrid Drivers:

1. Who were eligible to utilize the Early Retirement Incentive that expired on 4/30/19 but declined to do so and are eligible for SERS benefits by the Rule of 85 and Social Security shall receive no severance.
2. Who were not eligible to utilize the Early Retirement Incentive that expired on 4/30/19 but are now able to retire with SERS benefits by the Rule of 85 and Social Security shall receive 2 weeks severance.
3. Who have at least 20 years of service and are eligible to retire with SERS but are not eligible for Social Security benefits shall receive 4 weeks severance.
4. Who have more than 16 years less than 20 years of service and are eligible to retire with SERS but are not eligible for Social Security benefits shall receive 8 weeks severance.
5. Who have more than 16 years of service but are not eligible to retire under SERS (either by age or by Rule of 85) and are not eligible to receive Social Security shall be offered a position in order of seniority, most senior to the least senior, (but must pass all testing required): any new positions created to work at the Plazas; or other Tollway vacancies. In the event the employee is unable to pass the tests or there is no positions available, the employee will be paid 14 weeks severance. The employees who pass the test but there were no openings, or no vacancies were available at the time shall be on a layoff call back list for 1 year. Call back will be based upon seniority.
6. Who is vested in the SERS plan (8 years Tier 1 and 10 years Tier 2) and has less than 16 years' service but are not eligible to retire under SERS (either by age or by Rule of 85) and are not eligible to receive Social Security shall be the second group offered a position in seniority order, most senior to the least senior (but must pass all testing required): any new positions created to work at the Plazas; or other Tollway vacancies. In the event the employee is unable to pass the tests or there is no positions available, the employee will be paid 10

weeks' severance. The employees who pass the test but there were no openings, or no vacancies were available at the time shall be on a layoff call back list for 1 year. Call back will be based upon seniority.

7. Who have not vested (8 years for Tier 1 and 10 years for Tier 2) and do not meet any of the above criteria, shall be the third group offered a position in seniority order, most senior to the least senior (but must pass all testing required): any new positions created to work at the Plazas; or other Tollway vacancies. In the event the employee is unable to pass the tests or there is no positions available, the employee will be paid 6 weeks' severance. The employees who pass the test but there were no openings, or no vacancies were available at the time shall be on a layoff call back list for 1 year. Call back will be based upon seniority.
8. For each affected employee subject to lay off from Sr. Toll Collector, Toll Collector, Money Room Counter, Money Room Driver or Hybrid Driver and that are placed in a position within the Tollway pursuant to the above procedure, shall have the right to surrender the position and opt to get the applicable severance package.

13.9 Health and Safety

(A) Health and Safety

The parties recognize the importance of a healthy and safe working environment and agree that either may raise for discussion issues concerning workplace health and safety. The Employer will endeavor to address legitimate concerns that may be raised by the Union in such discussions.

(B) Safety Review Board

Two or more Union Committee Persons or Stewards selected by the Employer shall serve on the Safety Review Board at all times.

(C) Safety Inspection Report

The Employer will consult with and seek the input of the-Committee Person and/or Steward when completing each safety inspection report. The Union is encouraged to comment in writing on any and all safety issues.

(D) Safety or Security Gear

In the event that the Employer establishes new safety or security policies requiring safety gear, the employer will be responsible for the cost to provide it. The Tollway will notify the Union of the proposed safety or security gear with at least 30 days notices to discuss.

(E) Equipment and Materials Provision

In the event that the Employer establishes new work place policies requiring equipment and/or materials, the employer will be responsible for providing each employee with the required equipment and/or materials.

ARTICLE XIV

Seniority

14.1 Probationary Period

- (A) New employees and those continued in employment following original hire as a seasonal employee or a temporary employee will serve a probationary period of six (6) months. If a new employee is on a leave of absence of more than fifteen (15) days during the probationary period, their probationary period will be automatically extended by an equivalent number of days up to a maximum extension of three (3) months.

During the probationary period, new employees will be eligible for wage increases pursuant to this Agreement, but ineligible for change of status, use of vacation and sick leave.

Upon successful completion of the probationary period, an employee's seniority shall date from his/her most recent hiring date since any break in the employment relationship.

If an employee fails to complete the probationary period he/she will be subject to termination without recall rights or recourse to the grievance procedure.

When transferring from one job classification to another job classification, an employee shall be considered on probation in the new classification to which the employee transferred until the employee successfully completes ninety (90) calendar days of continuous service in that new classification. However, any Employee covered by the Toll Collector, Money Room or CCW Contracts who transfers into the custodian division must successfully complete a one hundred and eighty (180) calendar day probationary period. During this probationary period the employee will receive the wages and benefits that are applicable to the employee's new classification in accordance with the employee's seniority. The probationary employee's vacations shall be scheduled on the basis of the operating needs of the Employer and will be granted only if the vacation leave is not in conflict with any vacation preference of a non-probationary employee in that classification at that work location.

If the employee fails to complete the probationary period, the employee will be returned to the employee's previous job, if available, provided the employee meets the then current qualifications for the position including passing any required tests, or transferred to another position in the job classification, if one is available, provided the employee meets the then current qualifications for the position including passing any required tests. If the employee has not passed the required test at the time the employee would otherwise be returned to the employee's previous job, the employee will be given one (1) week to prepare for the test before taking it. All employees who were employed in a bargaining unit position on February 24, 2011 that fail to complete the probationary period following a transfer as described in the paragraph immediately above, will be returned to the employee's previous job, if available, or transferred to another position in the job classification, if one is available, regardless of whether the employee meets the then current qualifications for the position including any testing requirements.

14.2 Seniority

(A) General Definition of Seniority

Seniority is the length of continuous service with the Employer for purposes of pay and benefits. Classification Seniority applies to these distinct classifications: a) Senior Toll Collector, Toll Collector; b) Money Room Counter and Money Room Clerk; c) Money Room Truck Driver; d) Section Clerk; e) Parts Clerk; f) Warehouse Worker; g) Custodian; h) Money Room Counter/Money Room Truck Driver. Classification Seniority shall be defined as the date the employee begins to work in a classification. Classification Seniority shall apply to layoff and recall rights, choice of vacation period, twenty-six (26) week work schedules, bidded short hour shifts Toll Collectors only; route bids, new positions, vacancies and transfers.

(B) Displacement Rights

Classification Seniority shall first be utilized in determining the least senior person to be affected by a reduction in force. Prior to the least senior employee in a classification being laid off, the employee shall have the following additional displacement rights in the following order:

1. Vacancies. Employees scheduled to be laid off shall have the right to fill vacancies in any classification previously held.
2. Bumping Less Senior Employees in Previously Held Classifications. When no vacancies exist in previously held classifications, the employee shall have the right to bump the least senior employee in a previously held classification as long as the employee holds greater length of service in that job classification and possesses the minimum requirements to perform the job with reasonable orientation.

3. Vacancies in Classifications Not Previously Held. Employees who exhaust all options under subsections 1) and 2) and are still scheduled to be laid off shall have the right to fill a vacancy in any classification not previously held but where the employee possesses the minimum qualifications for the vacancy.
4. Any employee who has not filled a position through subsections 1, 2 or 3 shall be laid off from ISTHA.
5. Employees who are laid off using this procedure shall have the first right of recall to any vacancy for which they are minimally qualified for a period of twenty-four (24) months after their layoff. Vacancies in this section shall include classifications the employee has previously held as well as preferential rights to any vacancy in a classification the employee has not held but where the employee possesses the minimum qualifications for the position. Employees recalled to a classification not previously held by the employee will be subject to transferred employee probation pursuant to Section 14.1 of this Agreement. Transfer rights as prescribed herein shall be waived on a one-time basis for this displacement.
6. Notice of Layoff. When practicable, the Employer shall give the Union and employee fifteen (15) days written notice of its intention of the anticipated effective date of a layoff of position(s) and will provide the Union with a list of employees' seniority dates. Insofar as the conditions which necessitate layoff permit, employees shall be given five (5) days' notice of layoff. Employees who are to be recalled shall be called to work in the reverse order of layoff.

(C) TC

1. Termination of Seniority

Seniority shall be broken and terminated when:

- (a) An employee, quits, is discharged, or retires;
- (b) An employee is absent for two (2) working days without notifying the Employer, or fails to report to work immediately following the termination of an authorized leave of absence;
- (c) A laid-off employee fails to return to work within three (3) working days after a written notice of recall has been sent by Certified Mail to the address appearing on the Employer's records, it being the employee's obligation to keep the Employer informed of the current address;

- (d) An employee is laid off in accordance with the provisions of this Agreement for a period of time equal to the employee's seniority or twenty-four (24) months, whichever is the lesser.
- (e) An employee is promoted or transferred out of the bargaining unit, except as provided in Section 14.2(C)(3) below.

Employees employed after a termination of employment caused by any of the foregoing reasons shall be considered as new employees and shall serve the probationary period provided for in Section 14.1 and seniority shall date only from date of re-hire.

2. Disabled Veterans

The Employer shall make every effort to place disabled veterans seeking re-employment.

3. Promotion or Transfer Out of Bargaining Unit

An employee who is promoted or transferred out of the bargaining unit and within one (1) year is transferred back into the bargaining unit by the Employer shall be credited upon return to the bargaining unit with the seniority date he/she would have had if he/she had remained continuously in the bargaining unit.

An employee who is promoted or transferred out of the bargaining unit and one (1) year or more thereafter is transferred back into the bargaining unit by the Employer shall be credited upon return to the bargaining unit with the seniority he/she had at the time of promotion or transfer out of the bargaining unit plus one (1) year.

4. Replacement of Senior Toll Collectors Absent for an Extended Period

When replacing a Senior Toll Collector or who is on a leave of absence that will extend beyond four (4) weeks, the Toll Collector with the most seniority assigned to the plaza who desires the vacant scheduled position will move into the scheduled shift of the employee who is on the leave of absence. Toll Collectors who have selected a fixed hour schedule in accordance with Section 8.1(A)(6), shall be excluded. If no Toll Collector or at the plaza desires the scheduled shift, the Toll Collector with the least seniority at the plaza shall be required to accept same.

If the Senior Toll Collector remains absent when a new 26-week work schedule is posted, the procedure outlined in Section 8.1(A)(5) shall be adhered to. The Toll Collector with the most seniority assigned to the plaza who desires the Senior Toll Collector scheduled shift remaining after the

shift selection is completed, shall be placed in the shift and must remain on the same for the duration of such schedule. In the event no Toll Collector at the plaza desires the scheduled shift, the Toll Collector with the least seniority at the plaza shall be required to accept same.

When the Senior Toll Collector returns to work after the leave of absence during a 26-week work schedule, he/she shall work the scheduled shift in which the Toll Collector had been working in his/her absence. The Toll Collector shall then revert to a Toll Collector schedule.

If the Senior Toll Collector resigns or terminates employment with the Employer, the position may be filled in the normal manner as set forth in Section 14.2(C)(4) above.

(D) Money Room

1. Termination of Seniority

Seniority and the employment relationship shall be broken and terminated when:

- (a) An employee, quits, is discharged, or retires;
- (b) An employee is absent for two (2) working days without notifying the Employer, or fails to report to work immediately following the termination of an authorized leave of absence;
- (c) A laid-off employee fails to return to work within three (3) working days after a written notice of recall has been sent by Certified Mail to the address appearing on the Employer's records, it being the employee's obligation to keep the Employer informed of the current address;
- (d) An employee is laid off in accordance with the provisions of this Agreement for a period of time equal to the employee's seniority, or six (6) months, whichever is the lesser.

Employees re-employed after a termination of employment caused by any of the foregoing reasons shall be considered as new employees and shall serve the probationary period.

2. Disabled Veterans

The Employer shall make every effort to place disabled veterans seeking re-employment.

3. Filling New Jobs and Vacancies

When a new position is created or a permanent vacancy exists, the job will be posted for a period of five (5) work days at the Money Room Section. Following the posting, the job will be filled with the most senior qualified employee in the Money Room Section who bid for the job.

4. Money Truck Driver Route Bids

Full-time Money Room Truck Drivers shall be permitted to bid by Money Room Truck Driver seniority for any and all routes. Routes will be put up for bid and updated at least every 6 months. Nothing in this provision limits the right of management to maintain, alter, add to or abolish routes.

5. Route/Run Change for Money Truck Drivers

Should the Employer decide to permanently make a major amendment or alteration to the current run description, the Employer will give fifteen (15) days' notice to the Union where it is practical to do so in advance of the proposed change for purposes of notification and input.

6. Polygraph Examination

The Employer may continue its practice of requiring an employee to submit to a polygraph examination as part of an investigation in which the State Police are involved. Employee rights established pursuant to Section 16.4 apply to polygraph examinations conducted pursuant to this section. If the Employer decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of a Union representative at the interview if: (a) the employee requests a representative; and (b) there exists reasonable grounds for the employee to believe that the interview may be used to support disciplinary action against the employee.

7. Money Room Truck Driver Seniority

Departmental seniority (date an employee starts as a full time Money Room Truck Driver) applies to layoffs, recalls, choice of vacation periods, bidding on routes and new positions for route drivers. For purposes of calculating benefits, any employee entering into a full time Money Room Truck Driver position retains his seniority date as the length of his continuous service with the Employer, excluding probation time.

(E) CCW

1.

Seniority as defined in Section 14.2(A) above shall apply in all cases of promotion or permanent transfer as set forth in sub-sections 2, 3 and 4

below. An employee seeking to exercise seniority under those provisions must have the ability and physical fitness to perform the work in a satisfactory manner as determined by the Employer. An employee shall be entitled to exercise seniority provided his/her ability and physical fitness, as determined by the Employer, is at least relatively equal to that of a less senior employee. Any Employer determination made under the provisions of this Section shall be subject to the grievance procedure as set forth in Section 15.1.

2. Lateral Transfers: Section Clerk, Parts Clerk, Warehouse Worker, Custodian III, II, I

Whenever a full-time or part-time job is created or a full-time or part-time vacancy occurs at an existing facility, it shall be filled with the most qualified and most senior employee within the job classification who has filed a request for transfer. If there is no qualified employee seeking transfer within the job classification, the position shall be filled in accordance with sub-section 3 below. Qualifications for the job shall be determined by interview, test, examination of personnel records and past performance reviews.

Employees interested in being considered for lateral transfer shall have the opportunity to submit a request for transfer during the periods of January 15-30, April 15-30, July 15-30 and October 15-30. Transfer requests shall remain on file unless withdrawn in writing by the employee who initiated the request, provided that if a position becomes available the employee will be placed in it without exception. In the event that the shift hours change, the transferred employee will be notified prior to the implementation of their transfer so that the employee shall have the option to refuse. If the employee refuses the transfer, they cannot reapply for that position for six (6) months.

3. Job Vacancy Posting

Whenever a new full-time job is created at a new facility or a permanent vacancy in a full-time job occurs in an existing facility, it shall be posted for bid on Employer bulletin boards for a period of five (5) work days. At the time the job is posted for bid, the Employer shall fax or e-mail a copy of the posting to the Business Agent. Any employee within the bargaining unit who has completed his/her probationary period and has not transferred by bid within six (6) months (three [3] months if the vacancy would involve a transfer from a Custodian classification to another Custodian classification, from Parts Clerk to Section Clerk, or Section Clerk to Parts Clerk) preceding the date of posting will be eligible to bid by signing the posting. Such vacancies will be filled within forty-five (45) calendar days following the completion of the posting period by selecting the most qualified senior employee who has bid. Qualifications for the job shall be determined by interview, test, examination of personnel records and past

performance reviews. The Employer will first seek to fill a vacancy by considering candidates included on the Pre-Qualification List described in sub-section 4 below for the vacancy in question. If there are no qualified employees within the bargaining unit who have bid, the new position will be filled with the most qualified senior employee who has an interdepartmental transfer prescribed in Section 14.5. Thereafter, if no qualified employee has filled an Interdepartmental Transfer, the new job or vacancy may be filled by hiring a new employee. The name of the person awarded the job will be posted on Employer bulletin boards.

4. Pre-qualification of Employees

In the interest of reducing the time required to fill vacant positions or new positions, the Employer will establish a system to pre-qualify employees interested in promotions or a change in job through the periodic administering of tests and/or interviews.

In cases where pre-qualification has been administered, the determination of the most qualified candidate will be made from those who successfully completed the pre-qualification after review of their work record and seniority.

5. Termination of Seniority

An employee's seniority and his/her employment relationship with the Employer shall terminate upon the occurrence of any of the following:

- (a) Quit
- (b) Discharge
- (c) Absence for two (2) consecutive work days without notification to the Employer during such period of the reason(s) for absence.
- (d) Continuous layoff of nine (9) months.
- (e) Failure to report to work upon recall from layoff within three (3) work days after receipt of notice to report to work sent by Certified Mail to the employee's last address on file with the Employer.
- (f) Failure to report to work immediately following the end of an authorized leave of absence following a period of excused absence.
- (g) Retirement.

Employees employed after a termination of employment caused by any of the foregoing reasons shall be considered as new employees and shall serve the probationary period set forth in Section 14.1.

6. Single Work Sites

The Employer will post available permanent work sites for bid and selection will be based upon seniority, performance evaluations, performance of specialized tasks and attendance records. Custodian IIIs permanently assigned to a site may be required to travel depending upon operational needs.

7. Test Procedures

Upon request, an employee shall receive from the Employer study materials to prepare for an examination; and an employee may request and receive a follow-up explanation of his/her test results. The Employer shall arrange for the mailing of test results to the employee. The Union Business Agent may be present during examination sessions, and, the Business Agent may spot-check test results with the Employer. Following ratification of this Agreement, the Employer shall provide to the Union certification lists.

14.3 Seniority Lists

The Union will be provided with an up to date seniority list every three (3) months. The seniority list will show for each employee his/her name, seniority date, classification, and seniority location at which employed. At the request of the committee person and/or steward, the Employer will also provide the above referenced information.

14.4 Accumulation of Seniority During Leave of Absence

Seniority shall continue to accumulate during an authorized leave of absence.

14.5 Interdepartmental Job Change

Employees from the Toll Collector (TC), Money Room (MR) and Section Clerks, Parts Clerks, Warehouse Workers and Custodians (CCW) bargaining units may bid for a job change/transfer into another of these three bargaining units. The following procedure shall occur when management decides to fill a vacancy: Priority in filling vacancies shall be given first to employees

in the affected bargaining unit and, thereafter, to employees bidding for a job change from another Local 73 bargaining unit. If no bargaining unit employee is selected to fill the vacancy, then the Employer shall post a notice of vacancy at all relevant work sites and Job Change bids may be filed in response with the Employer by any interested, qualified employee who has completed his/her probation period. Selection of an employee to fill the position shall be based on management's evaluation and/or testing of the candidate's seniority and ability to perform the functions of the job. Specifically, the Employer shall select the most qualified senior employee who has bid. Qualifications for the job shall be determined by interview, test, examination of personnel records, past performance reviews, and/or such other method as is appropriate for determining the best qualified employee. No employee will be selected who is not qualified and fully able to perform the required functions of the job. Any transfers into the Money Room bargaining unit will require the employee to sign a form authorizing the Employer to conduct a criminal background check. In the event an employee refuses to voluntarily authorize said background check, no transfer shall occur.

ARTICLE XV

Grievance and Arbitration Procedure

15.1 Definition of Grievance and Steps in Grievance Procedure

In order to provide an orderly method of handling and disposing of all disputes, misunderstandings, differences or grievances arising between the Employer and the Union or the Employees covered by this Agreement as to the meaning, interpretation and application of the provisions of this Agreement, such differences shall be settled in the following manner, except as herein otherwise provided. The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances should be resolved at the lowest possible level of the grievance procedure. In the event that the Employer reorganizes or changes its grievance representatives listed below, it agrees to timely notify the Union of said changes and such notices shall serve solely as a procedural modification of this Article. Where appropriate, based upon operational makeup of the department, and if mutually agreed upon, the parties may combine Step One and Step Two into a single step or make alterations, such as bypassing step(s), in the following procedures. For the purpose of this Article only, the term "work day" shall refer to Monday through Friday, excluding weekends and holidays (as that term is defined in this Agreement).

Step One

An aggrieved employee, his/her Steward, Committee Person or Union Representative if requested by the employee, shall present a written grievance on the standard grievance form, in duplicate, no later than seven (7) work days from the date the cause for the grievance occurred, or the date the employee became aware, or with reasonable diligence should have become aware, of the cause for the grievance. In the event that an employee is unable to gain access to a standard grievance form, the grievance may be submitted on a separate piece of paper so long as the paper is clearly captioned "Grievance" at the top and so long as it sets out the nature of the grievance, the relief requested, the date submitted and the name of the person submitting the grievance. The Supervisor shall reply in writing

to the grievance by the end of seven (7) work days after the grievance has been presented and shall note his/her disposition of the grievance, sign, date and return one (1) copy to the grievant and one (1) copy to each of the Steward and Committee Person.

Step Two

If the matter is not satisfactorily adjusted in Step One the grievance will proceed to Step Two upon written request signed by the grievant and the Steward, Committee Person or Union Representative and submitted to the designated management representative within seven (7) work days of the Supervisor's disposition in Step One or the date the disposition was due, whichever first occurs. If the Steward, Union Representative and/or Committee Person and the designated management representative mutually desire to conduct a meeting to discuss the grievance, such meeting will be scheduled at a mutually convenient time and location. Within seven (7) work days of the submission of the grievance to the designated management representative or the meeting regarding the grievance, if one was mutually agreed upon, whichever is later, the designated management representative shall note his/her disposition thereon, sign, date and return one (1) copy of the grievance to the employee and one (1) copy to each of the Steward, Committee Person and Union Representative.

Step Three

If the matter is not satisfactorily adjusted in Step Two the grievance will proceed to the Labor Relations Manager or his/her designee (who, in the case of a grievance involving a Parts Clerk or Section Clerk, may refer matter to the Chief Engineer) upon written request (including a copy of the Step Two disposition) for a meeting, signed by the Union Representative, and submitted within seven (7) work days of the disposition in Step Two or the date the disposition was due, whichever first occurs. Said meeting shall take place within fifteen (15) work days of the date of the written request unless an extension is mutually agreed upon by the parties. Within seven (7) work days from the meeting, the Labor Relations Manager or his/her designee shall note his/her disposition, sign, date and return one copy to the employee and one copy each to the Steward, Committee Person and/or Union Representative involved in presenting the Step 3 grievance.

Step Four

No later than sixty (60) days after the Union receives the Third Step decision, or the date the Third Step Decision is due, whichever occurs first, the Union, by written notice, shall provide the Employer with its notice of intent to submit the grievance, including grievances involving termination of an employee, to arbitration. Except by written mutual agreement extending the above time limit, a grievance shall be considered withdrawn if the Union does not send the written notice of intent to submit the grievance to arbitration within the agreed to time. In all grievances arising from the termination of an employee, the Union will contact the Employer within five (5) days of the Union's written notice to proceed to arbitration to attempt to mutually select an arbitrator. The parties will attempt to utilize the

arbitrators listed in the Expedited Arbitration section. However, if the parties cannot mutually agree upon an arbitrator, the Union shall utilize the standard arbitrator selection process described below and the parties will request that the arbitrator expedite the scheduling of the hearing and issue an award within 30 days.

The Union shall, within fourteen (14) work days of the date of its written notice, advise the Federal Mediation and Conciliation Service in writing (with a copy to the Employer) of its desire to arbitrate the grievance and request a list of seven (7) arbitrators, all of whom must be members of the National Academy of Arbitrators. Within five (5) work days from the issuance of the list of arbitrators, the Union shall contact the Employer and the parties shall select an arbitrator. The selection of the arbitrator will occur in the following manner: The Employer and the Union shall first attempt to agree on an arbitrator. If the parties cannot agree on an arbitrator, the parties shall select an arbitrator by alternating the striking of names until only one (1) arbitrator is remaining. The parties shall alternate who begins the striking process with each Step 4 matter. The Union and the Employer shall contact the arbitrator within five (5) work days of his/her selection to schedule a hearing.

The arbitrator selected shall have the authority only to interpret and apply the provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from, or alter in any way, the provisions of this Agreement.

The arbitrator's duly rendered decision shall be final and binding on the Employer, the Union and the employee or employees involved. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union.

Expedited Arbitration

By mutual agreement, the parties may move a grievance to arbitration on an expedited basis. Such expedited cases shall by-pass any or all lower steps of the grievance procedure as expressly agreed to by the Union and the Employer. The list of arbitrators for use in this process currently includes:

Don Cohen
Barbara Doering
George Fleischli
Elliot Goldstein
Peter Meyers
Robert Perkovich
Lamont Stallworth
Byron Yaffe
Aaron Wolf

The parties agree to select arbitrators from the panel in rotating alphabetical fashion. Both parties reserve the right to unilaterally strike the name of an arbitrator from the panel at any time and for any reason. If any arbitrator's name is stricken from the panel, he/she is permanently removed and may not be selected to hear future expedited arbitration cases

involving the parties. The parties shall agree upon a replacement within one (1) month thereafter. Neither party may strike the name of an arbitrator from the panel once that arbitrator has been selected to hear a case and/or the arbitrator maintains jurisdiction over a pending grievance arbitration between the parties.

In the event disagreements of any kind arise between the parties concerning the procedural application of the expedited arbitration process, the expedited arbitration process shall be suspended until such time as the parties mutually resolve the issue in dispute.

The arbitrator so selected must agree to render a decision no later than thirty (30) calendar days following the close of the hearing. Post-hearing briefs may be filed by either party in accordance with this deadline for decision. The parties, by joint agreement, may require the issuance of a bench decision in addition to, or instead of, a written decision. Except as expressly provided in this paragraph, the expedited arbitration process remains subject to all other provisions of this Article, including but not limited to, e.g., the extent of the arbitrator's authority to interpret and apply the Agreement, the arbitrator's fees and expenses, transcripts, the calling of witnesses and the like.

15.2 Arbitration Hearing Procedure

The following procedures and rules concerning evidence shall apply to arbitration hearings under this Article:

- (A) The hearing before the arbitrator shall be an informal hearing. Rules of evidence which apply in federal and state courts shall not be applicable in the case of hearings before the arbitrator.
- (B) Both parties shall have the right to introduce any relevant evidence and testimony they desire to introduce. Relevancy and the weight to be given any and all evidence introduced by the parties shall be decided by the arbitrator.
- (C) With respect to grievances involving the discharge or discipline of the grievant based upon the complaint of a toll road patron or an individual who is not an employee of either the Employer or the Union, the parties recognize they have no right to require the attendance or testimony of such a complainant at an arbitration hearing except by way of subpoena. They further recognize that it may not be in the best interest of either or both parties to subpoena such a complainant. Therefore, the non-appearance of such a complainant at the arbitration hearing shall not be grounds for dismissing or denying the grievance.
- (D) The parties agree that development of all relevant facts is essential to a proper resolution of employee grievances. As a consequence, the Employer has the right to call the grievant as a witness and the Union has the right to call employees of the Employer as witnesses in the arbitration hearing.
 - 1. If an individual who is called as a witness refuses to testify after being informed by the arbitrator that he is required under the parties' agreed-upon procedures to testify, the arbitrator shall infer from such refusal that the testimony, if given, would be unfavorable to the witness' interests.

2. As an exception to the foregoing principles, the Employer may not at the outset of the arbitration hearing call the grievant as a witness in a discharge or discipline case without first having presented some evidence or testimony to support the discharge or disciplinary action taken.

15.3 Grievances Involving the Disciplinary Suspension or Discharge of an Employee

Grievances concerning the suspension of an employee shall be taken up initially at Step 2 of the grievance procedure. Grievances concerning the discharge of an employee shall be taken up initially at Step 3 of the grievance procedure.

15.4 Grievances of Probationary Employees

Grievances may not be presented concerning the disciplinary suspension, discharge or layoff of an employee who is a probationary employee.

15.5 Grievance and Arbitration Hearings Held During Working Hours

If grievance or arbitration hearings are held during an employee's scheduled working hours, the employee shall, after giving appropriate notice to his/her supervisor, be allowed time off without loss of pay to attend such hearing, provided that such employee is entitled or required to attend such meeting by virtue of being the grievant, the grievant's steward, committee person or witness, and provided such attendance does not unreasonably interfere with the Employer's operations. This time will be counted as time worked for purposes of overtime.

ARTICLE XVI

Discipline

16.1 General

The Employer agrees with the tenets of progressive and corrective discipline where appropriate. The Employer shall not discipline or discharge any post-probationary employee without just cause. Discipline will be issued for just cause within a reasonable period of time after the Employer learns of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. The measure of discipline may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances become known.

16.2 Limitation on Taking Prior Offenses into Consideration

In determining the degree of discipline for a current offense, the Employer will not take into account disciplinary action taken for a prior offense if such prior offense occurred more than twelve (12) months of active employment before the current offense and if no other disciplinary action has taken place with the employee in the meantime.

16.3 Suspension Pending Investigation

An employee who is believed to have committed an offense which warrants termination may be suspended pending completion of an investigation of the matter. An employee may be suspended for up to forty-five (45) calendar days pending a decision as to whether to discharge the employee. Said time limit shall be extended by any delay caused by the employee or the Union. In the event an employee is suspended more than 45 calendar days for reasons other than a delay caused by the employee or the Union, the employee will be paid for the additional days at his/her regular rate of pay. Part time employees will be paid for the days beyond 45 based on the average number of hours worked per week in the last four weeks they were in paid status.

- (A) If the Employer then determines that the discharge is not warranted or that disciplinary action lesser than the discharge is all that is warranted, the employee shall be reinstated with pay for time lost and benefits. In the event such lesser disciplinary action is taken, the employee may present a grievance, at the appropriate step, alleging that the disciplinary action was without just cause.
- (B) If the Employer determines that the termination is warranted, the employee may, except as otherwise provided in Section 15.4, present a grievance at Step 3, alleging that the discharge was without just cause.

16.4 Right to Union Representation

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Nothing in this paragraph shall prevent the Employer from relieving employees from duty in accordance with its practice.

16.5 Notice of Discipline to Union

The Employer shall timely send to the Union Office copies of all written warnings, suspensions, and discharges given to bargaining unit employees unless otherwise requested by the employee. The Union will provide the Employer with the street and/or email address to which it wants its copies sent.

ARTICLE XVII
Prohibition of Strikes and Lockouts

17.1 No Strikes

There shall be no strikes, slowdowns, walkouts, or unauthorized cessation of work during the life of this Agreement. No officer or representative of the Union shall authorize, instigate, or condone any such activities. Participation by an employee in such activity shall constitute cause for discipline, including discharge. The employee or employees, or the Union in their behalf, shall have recourse to the grievance procedure and arbitration for the purpose of determining whether an employee or employees participated in such activity. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed. The Employer shall have the right to discipline all or any participants or to refrain from taking disciplinary action for a violation of this Section.

17.2 No Lockouts

During the life of this Agreement, there shall be no lockout of employees by the Employer.

17.3 Union Obligations

The Union agrees to notify all local officers, stewards, and committee persons of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 17.1 to return to work.

ARTICLE XVIII
Savings Clause

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XIX
Duration

This Agreement shall become effective on July 1, 2019 and shall remain in full force and effect through June 30, 2023 and from year to year thereafter unless, within sixty (60) days of the expiration date or the anniversary of a yearly extension, either party gives written notice of its desire to negotiate the terms and conditions of a new Agreement.

SIDE LETTER

Supplement to Toll Collector Mileage

This Side Letter is entered into this 21st day of July, 2019, between the Illinois State Toll Highway Authority ("Employer") and the Service Employees International Union, Local No. 73 ("Union"). The parties agree to the following:

WHEREAS, the Employer and the Union are parties to a four (4) year collective bargaining agreement dated July 26, 2019 ("Principal Agreement"); and

WHEREAS, the Union requested that the Tollway, on a non-presidential basis and without re-opening negotiations of the terms of the Principal Agreement, provide an additional supplement to the monthly mileage stipend for Toll Collectors.

WHEREAS, the parties desire to set forth this understanding in this side letter.

NOW THEREFORE, the Employer and the Union agree as follows: each Toll Collector, excluding Senior Toll Collectors, shall be paid an additional supplement of \$15.00 to the monthly mileage stipend set forth in the Principal Agreement (for a total of \$35.00) for the term of the Principal Agreement or upon the effective date of any Notice of Intent to Cancel this Side-Letter, whichever is earlier. Either Party may cancel this Side-Letter by sending Notice to the other party's representative at least 30 days prior to the stated date of cancellation. This Side-Letter will expire on June 30, 2023.

For the Employer:

Patt Taylor
Title: Chief of Operations

Date: 9-18-19

For the Union:

[Signature]
Title: Union Representative

Date: 9/12/19

Approved as to Form and Constitutionality

Kathleen R. Paprocki-Brown
Attorney General for the State of Illinois

Michael J. Coble
Chief Financial Officer

Letter of Understanding Between the Illinois Tollway and SEIU, Local 73

WHEREAS, the Illinois Tollway and SEIU, Local 73 ("the Parties") recently negotiated a new Collective Bargaining Agreement (CBA '19-'23), which included a new benefit provision in Section 8.7(C)(5): "[W]hen a Section Clerk or Parts Clerk is assigned the duties of a temporarily absent Section Clerk or Parts Clerk, the working clerk shall receive an additional \$2.25 per hour."

WHEREAS, the Parties recognize there is a difference in understanding as to when an employee is "assigned the duties" under Section 8.7(C)(5).

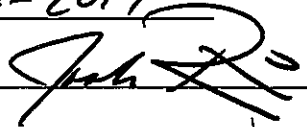
WHEREAS, the Parties, wishing to avoid labor strife and to promote a harmonious work environment, desire to reach a mutual understanding.

WHEREFORE, the Parties have reached the following understanding on how to apply and enforce Section 8.7(C)(5):

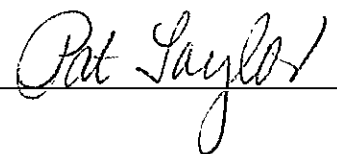
1. A Section Clerk or Parts Clerk is considered "temporarily absent" if he or she does not report to work and/or punch-in for the day.
2. If either a Section Clerk or Parts Clerk is working while his or her corresponding Parts Clerk or Section Clerk is absent from work (i.e., did not swipe in) for *two (2) or more days*, the working Section or Parts Clerk will be deemed to be "temporarily assigned the duties" with or without a formal written assignment from his or her supervisor.
3. If either a Section Clerk or Parts Clerk is working while his or her corresponding Parts Clerk or Section Clerk is absent from work (i.e., did not swipe in) *for more than 4 hours but less than (2) days*, the working Section or Parts Clerk will be considered "temporarily assigned the duties" only with a formal written assignment from his or her supervisor, using the Standard Temporary Assignment of Additional Duties Form.
4. In the event a Section Clerk or Parts Clerk is working and performing the other clerk's duties while his or her corresponding Parts Clerk or Section Clerk is absent from work (i.e., did not swipe in) *for more than 4 hours but less than (2) days* and the working Section or Parts Clerk refuses to sign the Standard Temporary Assignment of Additional Duties Form, the working clerk shall complete the form and submit it with an explanation of duties performed to the District Manager or His or Her designee for resolution.
5. The clerk shall submit the Standard Temporary Assignment of Additional Duties Form within 5 business days of the day the work was performed. If the Form is not timely submitted, the clerk waives his right to make a claim. The clerk shall have 2 business days to submit a request for review by the District Manager or His or Her designee.

Date: 10-4-2019

For the Union: _____



For the Tollway: _____





Chief Financial Officer

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 73,
S.E.I.U., AFL-CIO

By: [Signature]
Union President

By: [Signature]
Union Representative

SEIU Committee Members

By: [Signature]
Bradley Phillips

By: [Signature]
Julie Slone

By: [Signature]
Gina Rocco

By: [Signature]
Kenny O'Dell

By: [Signature]
Gerald Dillion

By: [Signature]
Victor Storino

By: [Signature]
Howie Ziegler

By: [Signature]
Justin Williams

By: _____

By: [Signature]
MARIO FURIO

By: _____

By: [Signature]
SUZANNE CUEVAS

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: [Signature]
Chairman

By: [Signature]
Chief of Operations

By: [Signature]
Executive Director

By: [Signature]
Labor Relations Manager

Approved as to Form and Constitutionality

[Signature]
Attorney General for the State of Illinois

[Signature]
MICHAEL COLSCH, C.F.O.

SIDE LETTER

Continuation of Layoff Provisions

This Side Letter is entered into this 26th day of JULY, 2019, between the Illinois State Toll Highway Authority ("Employer") and the Service Employees International Union, Local No. 73 ("Union"). The parties agree to the following:

WHEREAS, the Employer and the Union are parties to a four (4) year collective bargaining agreement dated JULY 26, 2019 ("Principal Agreement"); and

WHEREAS, the parties have reached an understanding with respect to matters outside of the end of the Principal Agreement; and

WHEREAS, the parties desire to set forth those understandings in this side letter.

NOW THEREFORE, the Employer and the Union agree as follows:

The parties agree that the Layoff provisions set forth in paragraph 13.(8)(G) of the Principal Agreement shall survive the expiration of the Principal Agreement for a period of one (1) year so as to allow affected employees to opt out and receive the applicable severance or to allow for the expiration of the call back provision.

For the Employer:

Pat Taylor
Title: Chief of Operations

Date: 9-18-19

For the Union:

[Signature]
Title: Union Representative

Date: 9/13/19

Approved as to Form and Constitutionality

Kathleen R. Pankke-Brown
Attorney General for the State of Illinois

Michael J. Clark
Chief Financial Officer