AGREEMENT

By and Between

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 73

JULY 1, 2023 THROUGH JUNE 30, 2027

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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 by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and an administrative agency of the State of Illinois ("Employer") and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 73, affiliated with the American Federation of Labor-Congress of Industrial Organizations ("Union") and their successors and assigns on behalf of employees in the collective bargaining units set forth in Article III of this Agreement. A copy of this agreement shall be posted on crossroads.

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 and within ten (10) working days, of changes in operation which will have a substantial impact on employees represented by it. Upon either parties' request, the parties will discuss such changes. Nothing in this paragraph shall preclude the Employer from implementing such 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. These meetings shall be attended by designated representatives of the Employer, the designated representative of the Union, and not more than twelve (12) 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, 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 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 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 access will not interfere with the Employer's operations.

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 covered employees.

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 <u>Union Recognition</u>

The Employer recognizes the Union as the exclusive bargaining representative for all Maintenance Section Clerks, Parts Clerks, Warehouse Workers and Custodians, but excluding all supervisors, seasonal employees, temporary employees and all other employees of the Employer.

3.2 <u>Limitation on Supervisors Performing Bargaining Unit Work</u>

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: (1) for purposes of instructing or training employees; (2) work of an experimental nature; (3) work involving the review of new, altered or repaired equipment; (4) in emergency situations (i.e., safety of patrons); or (5) to provide coverage when both clerks assigned to a maintenance location are absent from work.

3.3 Subcontracting

The Union may, upon request, meet with the Employer to discuss concerns the Union has that subcontracting work is in violation of the prohibitions in Article 3.2 of this Agreement. The current level of positions for the Section Clerks, Parts Clerks, Warehouse Workers and Custodians ("CCW") bargaining unit shall not be reduced during the term of this Agreement as a result of subcontracting.

ARTICLE IV NON-DISCRIMINATION

Consistent with and as prohibited 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

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

"Full-time employees" means all employees who normally work forty (40) or more hours per week on a regular schedule.

5.2 <u>Supervisors</u>

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

ARTICLE VI UNION SECURITY AND CHECK OFF

6.1 Check-off of Union Dues

The Employer, upon receiving written notice of authorization from the Union, shall deduct from the wages of such employee the periodic dues uniformly required as a condition of retaining membership in the Union and any specified contribution to SEIU COPE. Employee requests to authorize, revoke, cancel or change authorizations for payroll deductions shall be directed to the Union. 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. The employee may revoke in writing his/her authorization of any payroll deduction pursuant to the terms set forth on the authorization cards.

6.2 Special Assessments

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

6.3 <u>Indemnification</u>

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken or not taken by the Employer pursuant to this Article to comply with this Article or in reliance on any notice, authorization or assignment furnished to the Employer pursuant to the provisions of 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 its business and to direct its 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 the Employer's internal audit procedures; to increase or decrease its work 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 its 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) Section Clerks, Parts Clerks, Warehouse Workers and Custodians (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 workday 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. If a new shift(s) is established that includes a Saturday and/or Sunday workday, the employer will first seek volunteer(s) for the available shift and will fill it with the most senior volunteer(s). If no one volunteers, the least senior employee(s) in the classification will be assigned. 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 workday 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 AM.	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 locations 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.

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

During the period October 15 through April 15 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) 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 workday 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.

3. Mandatory Overtime

With twenty-four (24) hours advance notice, the Employer may require employees to work overtime, *i.e.*, work in excess of forty (40) hours during a normal work week. Mandatory overtime will be required in the event of operational need, including call volumes, staffing levels, number of dropped calls, wait times and other factors relating to the Employer's response to customer needs. The Employer shall first seek employees to volunteer for the mandatory overtime. If an insufficient number of employees volunteer, the Employer will assign employees to work in reverse seniority.

8.3 <u>Distribution of Overtime</u>

Employees shall work overtime when the Employer deems overtime 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

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 workplace 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.

8.7 <u>Miscellaneous</u>

- 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 Employer will continue to pay mileage per its policies and practices 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, the Employer 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 who 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.

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-five (\$45.00) 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 IIIs who are desirous and qualified to perform the Acting Custodial Supervisor duties. A qualified Custodian III will be deemed to 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
 - (1) 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 Three Dollars (\$3.00) per hour. A Section Clerk or Parts Clerk is considered "temporarily absent" if he or she is absent from work (i.e., did not swipe in) for two (2) or more days.
 - (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 more than 4 hours but less than (2) days, the working Section or Parts Clerk will be considered "temporarily assigned the duties" only with the formal written assignment by his or her supervisor and submittal of the Standard Temporary Assignment of Additional Duties Form.
 - (3) 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 Cleark 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 the duties performed to the District Manager or his or her designee for resolution.
 - (4) 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 waves 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.
 - (5) The Employer agrees to pay the Work Alone incentive within 90 days of the date required paperwork is provided to Finance.
- 6. Section and Parts Clerk, Warehouse Worker, and Custodian Forklift and Scissor Lift Certification Incentive

If required by the Employer, the Employer shall pay a Section Clerk, Parts Clerk, Warehouse Worker, or Custodian \$250 upon obtaining the Forklift Operator or Scissor Lift certification and \$250 upon obtaining the C (vehicle fueling) Certification.

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 leave at least two weeks prior to the test date, is granted the time, and submits proof of test taking upon returning from the testing or on the first scheduled workday after testing.

ARTICLE IX WAGES

9.1 Hourly Wage Rates

(A) CCW

1. Wage Rates

Custodians III	Current	7/1/2023	1/1/2024	7/1/2024	7/1/2025	7/1/2026
Starting Rate	\$25.32	\$26.33	\$27.25	\$28.34	\$29.27	\$30.22
Six Months	\$27.02	\$28.10	\$29.08	\$30.25	\$31.23	\$32.25
12 Months	\$27.29	\$28.38	\$29.37	\$30.55	\$31.54	\$32.57
24 Months	\$27.71	\$28.82	\$29.83	\$31.02	\$32.03	\$33.07
36 Months	\$28.17	\$29.30	\$30.32	\$31.54	\$32.56	\$33.62
48 Months	\$29.20	\$30.37	\$31.43	\$32.69	\$33.75	\$34.85
84 Months	\$29.36	\$30.53	\$31.60	\$32.87	\$33.94	\$35.04
120 Months	\$29.58	\$30.76	\$31.84	\$33.11	\$34.19	\$35.30
180 Months	\$29.90	\$31.10	\$32.18	\$33.47	\$34.56	\$35.68

Section Clerks and Parts Clerk	Current	7/1/2023	1/1/2024	7/1/2024	7/1/2025	7/1/2026
Starting Rate	\$26.81	\$27.88	\$28.86	\$30.16	\$31.21	\$32.30
Six Months	\$28.43	\$29.57	\$30.60	\$31.98	\$33.10	\$34.26
12 Months	\$28.74	\$29.89	\$30.94	\$32.33	\$33.46	\$34.63
24 Months	\$29.23	\$30.40	\$31.46	\$32.88	\$34.03	\$35.22
36 Months	\$31.23	\$32.48	\$33.62	\$35.13	\$36.36	\$37.63
84 Months	\$31.59	\$32.85	\$34.00	\$35.53	\$36.78	\$38.06
180 Months	\$32.07	\$33.35	\$34.52	\$36.07	\$37.34	\$38.64

Warehouse Workers	Current	7/1/2023	1/1/2024	7/1/2024	7/1/2025	7/1/2026
Starting Rate	\$26.44	\$27.50	\$28.46	\$29.74	\$30.78	\$31.86
Six Months	\$28.00	\$29.12	\$30.14	\$31.50	\$32.60	\$33.74
12 Months	\$28.31	\$29.44	\$30.47	\$31.84	\$32.96	\$34.11
24 Months	\$28.79	\$29.94	\$30.99	\$32.38	\$33.52	\$34.69
36 Months	\$30.72	\$31.95	\$33.07	\$34.56	\$35.76	\$37.02
84 Months	\$31.09	\$32.33	\$33.47	\$34.97	\$36.20	\$37.46
180 Months	\$31.57	\$32.83	\$33.98	\$35.51	\$36.75	\$38.04

2. Shift Differential

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

4. Lead Custodian

The Employer may designate up to ten (10) Custodian IIIs each year to serve as Lead Custodian. Lead Custodians shall be selected and assigned duties annually based upon performance evaluations, specialized training or performance of specialized tasks and attendance records in the discretion of the Employer. Lead Custodians will receive \$2.25 premium pay for hours worked while designated Lead Custodian.

9.2 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.

9.3 Longevity Pay

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

Effective upon approval of this Agreement by both parties, the Employer agrees to pay, solely on a prospective basis, all bargaining unit employees who have reached:

Start of year 10 -- \$0.10 per hour

Start of year 15 -- \$0.40 per hour

Start of year 20 -- \$0.75 per hour

9.4 Signing Bonus

Effective upon the ratification of this Agreement by the Union and the approval of the Agreement by the Employer's Board of Directors, all bargaining unit members then employed by the Employer will receive a one-time lump sum payment, not added to base, in the amount of \$500, subject to applicable withholdings and deductions.

ARTICLE X ANNUAL LEAVE/VACATION

10.1 Vacation Eligibility and Scheduling

(A) 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 Employer's 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 use their accrued vacation in single days. Such vacation time should be scheduled annually, whenever possible, on a seniority basis after five (5) day increments have been scheduled. Vacation days in one (1) day increments, and four (4) vacation days may be scheduled during a holiday week and 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 his/her supervisor of his/her requested vacation dates. Failure to do so will result in forfeiture of seniority rights as to vacation scheduling that year. Non annually scheduled single day vacation must be requested at least seventy-two (72)

hours in advance and will be subject to operational needs of the Employer and will be reviewed on a case by case basis.

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

(B) 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.

(C) Employees Entitled to 136 or 176 Hours Vacation

- 1. 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.

2. 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 workday either immediately prior to or following that vacation off in lieu of the holiday.

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.

ARTICLE XI LEAVES OF ABSENCE

11.1 Sick Leave

All employees are required to call in and either speak to, or leave a voicemail message with, their immediate manager or supervisor 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, all employees 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. The Employer may conduct a wellness check when an employee fails to notify his/her manager or supervisor of his/her absence.

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.

Employees shall accumulate sick leave at the following rates:

- 1. All employees will be allotted twelve (12) sick days per year to be accrued at the rate of one eight (8) hour period for each month of employment in the bargaining unit. Employees in their first six (6) months of employment may use up to five (5) accrued sick days during their first six (6) months.
- 2. For each full day of sick time utilized, payable with the first (1st) day of absence, employees shall be paid eight (8) hours at their straight-time hourly rate. 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. Unused sick leave may be carried forward without limitation.

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

11.2 Personal Leave

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.
- 5. 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 Employer'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 FMLA leave case 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-parent, step-child, and spouse's parent 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 General Accounting 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 <u>Disputes Concerning Ability to Return to Work after Leave of Absence</u>

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

An employee 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 September 1, 2016.

11.13 Paid Parental Leave

Employees will be eligible to use the Parental Leave Policy as detailed in the Employer's Paid Parental Leave Policy effective December 1, 2019.

ARTICLE XII HOLIDAYS

12.1 (A) <u>Definition of Holiday</u>

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

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth National Independence 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 nonworking days by the Board of Directors of the Employer

(B) CCW

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

12.2 Holiday Pay

(A) 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.

1. 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.

2. 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

By the first work day of each month, the Employer will send the Union a list of all current employees, which shall include each employee's first and last name, shift, job title, department, work location, home address, all telephone numbers (including personal phone numbers if available), personal and work email addresses (if available), date of birth, seniority date, base hourly pay rate, gross yearly pay rate, and identification number/payroll code/job number,. The list will be provided in an agreed-upon format and transmitted electronically.

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 Code of Ethics

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

13.5 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 provide medical, dental and optical insurance plans. The benefits and options under said plans shall be the same as or comparable to those in place immediately prior to the date of this Agreement for other Tollway employees; provided those plans remain available to the Employer. The Employer shall provide a No Premium Contribution HMO plan that is similar or comparable to the plan currently in place for the 2022-2023 plan year, to the extent that the plan features are available and retention of all the features will not result in an increase in cost that exceeds 7% over the previous year. The Employer may make changes to its insurance plan as it deems appropriate so long as such changes are applicable to all other employees covered under that plan.

Notice of any changes made to the Employer's insurance plans, 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 \$29,501 - \$44,600:

PPO Program: 2.5% No Premium Contribution HMO: 0%

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

PPO Program:

3.5%

No Premium Contribution HMO:

0%

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

PPO Program:

4%

No Premium Contribution HMO:

0%

Wages of \$74,301 and up:

PPO Program:

5%

No Premium Contribution HMO:

0%

13.6 CCW Uniforms

(A) 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.

(B) Uniform Allowance

Section and Parts Clerks, Warehouse Workers and Custodians shall be entitled to receive twenty (\$20) 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.

(C) Safety Shoe Reimbursement

Employees who have worked at least 1080 hours in the previous year, shall be provided an annual safety shoe reimbursement of up to two hundred and fifty dollars (\$250) regardless of how many pairs of safety shoes are purchased annually. Employees receiving this allowance shall be required to purchase approved safety shoes and wear said safety shoes at all times on the job. All employees shall purchase and wear ASTM F2413 boots. In order to receive this reimbursement, the Employer must receive the receipt documenting the purchase within thirty (30) days

of the purchase. Reimbursement for boots shall be issued within 30 days following the submission of receipts.

13.7 <u>Miscellaneous</u>

(A) 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. The time shall start upon receipt of the call and the employee will call upon return to home to end compensation. If an employee is called out between 11:00 pm Friday and Sunday at midnight, the employee will be paid time and a half. In cases of snow removal, the call- out of employees shall be governed by the provisions of the snow removal manual.

(B) 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.

(C) Certification Premium

Each Section Clerk and Parts Clerk shall be eligible for a premium based on certifications as follows:

- 1. 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 \$1.00 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 past the test in order to receive the IH Certification premium.
- 2. The continued payment of the above premiums is subject to the employee's maintenance of the certification, and employees 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.

- 3. 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.
- 4. Clerks will be allowed one (1) additional retest after the expiration of any ASE certification before any reduction in wage levels.

(D) 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.

(E) Wash-Up Time

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

(F) 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: \$125.00 Second Quarter: \$125.00 Third Quarter: \$125.00 Fourth Quarter: \$125.00

Time off for vacation, compensatory time, one personal day per quarter used after seventy-two hours' notice 7, bereavement, jury duty, authorized union leave and military leave shall not disqualify an employee for purposes of this paragraph.

(G) Video and Audio Surveillance

1. In the event that the Employer uses video or audio surveillance for discipline, the Employer will show or make available the video or audio 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.

- The parties agree that the video or audio surveillance equipment is for business purposes only. The Employer, consistent with past practice, agrees to continue periodically reminding all employees that the video and audio 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 and audio recordings will be cause for severe disciplinary action, up to and including discharge.
- 3. The parties agree that video or audio 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.
- 4. The Employer agrees that video and audio 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.
- 5. Notwithstanding the above paragraph 5, the parties agree that video and audio 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 or audio recording, 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.

(H) Transponders

Subject to its Employee I-Pass (Non-Revenue) Transponder Policy, the Employer currently makes available non-revenue transponders for use by employees, while on official business and for commuting to and from work, who (i) choose to accept such transponders, and (ii) and execute the Employer's Employee I-Pass (Non-Revenue) Transponder Policy. Employees covered by this Agreement are eligible to receive non-revenue transponders on the same basis as non-union employees.

The Tollway will not make payments for tolls except by the non-revenue transponder. Each employee who uses a transponder agrees that they must self-audit their usage and report and pay any unauthorized usage to the Tollway 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.

(I) Cell Phones

The Employer will provide cell phones to Custodians, Parts Clerks and Section Clerks.

(J) Pandemic Bargaining

If the Employer is subject to a declaration of a pandemic made by a federal, state, or municipal government or agency thereof and such declaration impacts the terms and conditions of bargaining unit members' employment, the Employer agrees to negotiate with the Union over such impact to the extent it is obligated to do so under the Illinois Public Labor Relations Act.

13.8 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 (including personal protective equipment), the Employer will be responsible for the cost to provide it. The employer shall replace said equipment when necessary. The Tollway will notify the Union of the proposed safety or security gear with at least 30 days' notice to discuss.

(E) Equipment and Materials Provision

In the event the Employer establishes new workplace 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 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, the employee's 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 after 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 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 who fail to complete the probationary period following a transfer as described in the paragraph immediately above, will be returned to their 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) Section Clerk; b) Parts Clerk; c) Warehouse Worker; d) Custodian. 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, 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. <u>Vacancies</u>. Employees scheduled to be laid off shall have the right to fill vacancies in any classification previously held.
- 2. <u>Bumping Less Senior Employees in Previously Held Classifications</u>. 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. <u>Vacancies in Classifications Not Previously Held</u>. 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 by the Employer.
- 5. Employees who are laid off using the above 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. In this section, vacancies 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) 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 set forth in Section 15.1.
- 2. Lateral Transfers: Section Clerk, Parts Clerk, Warehouse Worker, Custodian III

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 the shift hours change, the transferred employee will be notified prior to the implementation of the employee's transfer so that the employee shall have the option to refuse. If the employee refuses the transfer, the employee 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 at CA, the 12 maintenance sites, Central Warehouse, and Central Auto Garage for a period of five (5) workdays. At the time the job is posted for bid, the Employer shall 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 Clark) 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 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 periodic administration of tests and/or interviews.

Where pre-qualification has occurred, the determination of the most qualified candidate will be made from those who successfully completed the pre-qualification, subject to 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 workdays 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) workdays 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 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 execution of this Agreement, the Employer shall provide certification lists to the Union.

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 each employee's name, seniority date, classification, and seniority location at which employed. The Employer will also provide the above referenced information at the request of the committee person and/or steward.

14.4 Accumulation of Seniority During Leaves of Absence

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

14.5 <u>Interdepartmental Job Change</u>

Section Clerks, Parts Clerks, Warehouse Workers and Custodians (CCW) bargaining units may bid for a job change/transfer into another of these 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, 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.

ARTICLE XV GRIEVANCE AND ARBITRATION PROCEDURE

15.1 <u>Definition of Grievance and Steps in Grievance Procedure</u>

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 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 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 other alterations, such as bypassing step(s), in the following procedures. For the purpose of this Article only, the term "workday" 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 submit a written grievance on the standard grievance form, in duplicate, no later than seven (7) workdays 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 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. A Supervisor shall reply to the grievance in writing within seven workdays after the grievance is submitted. The reply shall state the disposition of the grievance and shall be signed and dated by the Supervisor. The Employer will provide a copy of the reply to the grievant, the Steward and the Committee Person.

Step Two

If the matter is not settled in Step One, the grievance may be advanced to Step Two by submitting a written request, signed by the grievant and the Steward, Committee Person or Union Representative, to the designated management representative within seven (7) workdays of the Supervisor's Step One reply or the date the reply was due, whichever occurs first. If the Steward, Union Representative and/or Committee Person and the designated management representative mutually desire to conduct a meeting to discuss the grievance, within five (5) workdays of the submission of the written request, such meeting will be scheduled at a mutually convenient time and location. Within seven (7) workdays of the latter of the submission of the written request or the meeting regarding the grievance, the designated management representative shall note his/her disposition of the grievance on the written request and sign and date the request. The Employer will provide a copy of the disposition document to the grievant, the Steward, the Committee Person and the Union Representative.

Step Three

If the matter is not settled in Step Two, the grievance may be advanced 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 the matter to the Chief Engineer) by submitting a written request (including a copy of the Step Two disposition) for a meeting, which request must be signed by the Union Representative. The meeting request must be submitted within seven (7) workdays of the Step Two disposition or the date the disposition was due, whichever occurs first. If a meeting is requested, the meeting shall take place within fifteen (15) workdays of the date the written request is submitted unless the parties mutually agree to a later date. Within seven (7) workdays of the meeting, the Labor Relations Manager or his/her designee shall note his/her disposition of the grievance on the written request and sign and date the request. The Employer will provide a copy of the disposition document to the grievant, the Steward, and the Committee Person and/or Union Representative involved in the Step 3 grievance meeting.

Step Four

No later than sixty (60) days after the earlier of the date the Union receives the Third Step decision or the date the Third Step decision is due, whichever occurs first, the Union shall provide the Employer with written notice of intent to submit the grievance 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 stated 60-day period. 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 select an arbitrator in the manner set forth in the below provision entitled "Expedited Arbitration."

Other than as stated above, the Union shall, within fourteen (14) workdays 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) workdays 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 striking names until only one arbitrator remains. A coin toss will determine striking order. Within five (5) workdays of selecting an arbitrator, the parties shall jointly contact the arbitrator 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. A list of seven (7) arbitrators will be requested from Federal Mediation and Conciliation Service for use in this process. Each side may reject one list. Relative to the final list a coin toss will determine striking order.

The parties reserve the right to strike the name of an arbitrator for any reason.

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 selected to preside over an expedited arbitration 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 <u>Arbitration Hearing Procedure</u>

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

- (A) The hearing before the arbitrator shall be informal. 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. 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 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 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 hearing by virtue of being the grievant, the grievant's Steward, Committee person or a 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 <u>Limitation on Taking Prior Offenses into Consideration</u>

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 <u>Suspension Pending Investigation</u>

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.

- (A) If the Employer determines that the discharge is not warranted or that disciplinary action lesser than 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 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, sympathy strikes, secondary boycotts, slowdowns, walkouts, mass resignations, mass absenteeism, unauthorized cessation of work or any picketing, other than informational picketing, of the Employer's premises for any reason during the life of this Agreement. In the event the Union engages in informational picketing, such picketing must not interfere with work or result in any individual refusing to cross any picket line. No officer, steward or representative of the Union and no employee 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 on 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 unless it is established that the discipline was arbitrary or capricious.

17.2 No Lockouts

During the life of this Agreement, the Employer will not lockout employees.

17.3 <u>Union Obligations</u>

The Union agrees to notify all local officers, stewards, and committee persons of their obligation and responsibility to maintain 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, applicable federal or state legislation, or by applicable 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, 2023 and shall remain in full force and effect through June 30, 2027 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. Except for wages, as set forth in Article IX, Section 9.1, the provisions of this Agreement shall not be retroactive.

SERVICE EMPLOYEES INTERNATIONAL UNION,							
		LOCAL NO. 73,					
By:	Union President Dian Palmer	By:	Secretary-Treasurer				
	SEIU	Committee Meml	pers				
By:	Willeten	By:					
By:	D.M.	By:					
By:	Many June) By:					
By:	* Detro	By:					
By:	New & Ame	By:					
By:		By:					
ILLINOIS STATE TOLL HIGHWAY AUTHORITY							
By:	Chairman Chairman	By:	Cassaundra Rouse Executive Director				
By:	Chief Financial Officer	By:	General Counsel				
Approved as to Form and Constitutionality							
	Kathleen R. Pasulka-Brown Kathleen R. Pasulka-Brown (Dec 19, 2024 18:39 CST)						

Assistant Attorney General