

**AGREEMENT
BY AND BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
STATE AND MUNICIPAL TEAMSTERS AND
CHAUFFEURS UNION
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

March 1, 2018 – February 28, 2023

GLOSSARY

CENTRAL ADMINISTRATION

(630) 241-6800

MAINTENANCE DIVISION:

GENERAL MANAGER OF MAINTENANCE AND TRAFFIC: EXT. 4903

MANAGER'S SECRETARY: EXT. 4803

ROADWAY MANAGER: EXT. 4913

FLEET MANAGER: EXT. 4919

INCIDENT MANAGER: EXT. 4904

GENERAL MANAGER OF FACILITY SERVICES: EXT. 1200

FACILITY SERVICES MANAGER: EXT. 1249

BUILDING MAINTENANCE MANAGER: EXT. 4520

ADMINISTRATIVE SERVICES:

EMPLOYEE ASSISTANCE PROGRAM (Perspectives): (800) 456-6327

EMPLOYEE BENEFITS (INSURANCE): EXT. 6343

WORKER'S COMPENSATION: EXT. 4262

AFFIRMATIVE ACTION OFFICER: EXT. 1010

HUMAN RESOURCES (PERSONNEL): EXT. 6333

LABOR RELATIONS - UNION

LOCAL 700 OFFICE: (847) 939-9700

LABOR RELATIONS: EXT. 6325/6323

TABLE OF CONTENTS

ARTICLE I	PURPOSE.....	1
ARTICLE II	RECOGNITION	1
2.1	RECOGNITION OF UNION	1
2.2	DEFINITION OF “SUMMER TEMPORARY EMPLOYEE”	1
ARTICLE III	MANAGEMENT RIGHTS	2
ARTICLE IV	NON-DISCRIMINATION	2
4.1	NO DISCRIMINATION: GENERAL.....	2
4.2	NO DISCRIMINATION: UNION ACTIVITIES	2
4.3	NO DISCRIMINATION: AMERICANS WITH DISABILITIES ACT	2
ARTICLE V	UNION DEDUCTIONS	2
5.1	CHECKOFF OF UNION DUES	2
5.2	DRIVE AUTHORIZATION AND DEDUCTION	3
5.3	INDEMNIFICATION.....	3
5.4	NON-ASSOCIATION.....	3
ARTICLE VI	HOURS OF WORK AND OVERTIME	3
6.1	WORK WEEK; 40 HOUR GUARANTEE; SCHEDULE CHANGE	3
6.2	WORK DAY AND WORK WEEK	3
6.3	SHIFTS	4
6.4(A)	SNOW EMERGENCY CALL IN	4
6.4(B)	GARAGE SHIFT STAFFING.....	5
6.4(C)	OTHER WAGE INCENTIVE ELIGIBLE ASSIGNMENTS	6
6.4(D)	SCHEDULED NIGHT WORK.....	6
6.5	LUNCH AND BREAK PERIODS.....	6
6.6	OVERTIME WORK; EQUALIZATION OF OVERTIME	7
6.7	OVERTIME PAY	7
6.8	HOLIDAYS COUNTED AS HOURS WORKED.....	7
6.9	NO PYRAMIDING	7
6.10	TEMPORARY TRANSFERS	7
6.11	TRANSFERS.....	8

Table of Contents
(continued)

	Page
ARTICLE VII WAGES	10
7.1 WAGE RATES AND PROGRESSION SCHEDULES	10
7.2 PERFORMANCE EVALUATION	13
7.3(A) LEAD FLEET MECHANICS.....	14
7.3(B) ACTING SECTION MANAGER	14
7.4 FLEET MECHANIC/FLEET AUTOBODY TECHNICIANS WAGE LEVELS.....	14
7.5 LONGEVITY	14
7.6 OTHER WAGE INCENTIVE POSITIONS.....	15
ARTICLE VIII SENIORITY	16
8.1 DEFINITION OF SENIORITY	16
8.2 PROBATIONARY PERIOD.....	16
8.3 APPLICATION OF SENIORITY	16
8.4 WORK LOCATIONS.....	17
8.5 LAY OFFS.....	17
8.6 RECALLS.....	17
8.7 TERMINATION OF SENIORITY.....	17
8.8 SENIORITY LIST	18
ARTICLE IX VACATION.....	18
9.1 VACATION ELIGIBILITY	18
9.2 VACATION ENTITLEMENT.....	18
9.3 INITIAL VACATION ENTITLEMENT	19
9.4(A) VACATION PRO-RATION	19
9.4(B) VACATION ACCUMULATION WHILE ON OCCUPATIONAL INJURY	19
9.5 VACATION SCHEDULING	19
9.6 CARRY OVER OF VACATION.....	20
9.7 NO VACATION PRIOR TO ANNIVERSARY DATE	20
9.8 EMPLOYEES ENTITLED TO 136 OR 176 HOURS VACATION	20
9.9 HOLIDAYS FALLING DURING VACATION.....	20

Table of Contents
(continued)

	Page
ARTICLE X HOLIDAYS	21
10.1 LIST OF HOLIDAYS.....	21
10.2 HOLIDAY PAY	21
10.3 PAY FOR WORK ON A HOLIDAY.....	21
10.4 ELIGIBILITY FOR HOLIDAY PAY	21
ARTICLE XI MISCELLANEOUS RIGHTS AND BENEFITS	22
11.1 INSURANCE.....	22
11.2(A) SICK LEAVE.....	22
11.2(B) PERSONAL LEAVE	23
11.2(C) PAYMENT FOR UNUSED SICK LEAVE UPON RETIREMENT	23
11.2(D) SICK LEAVE ACCUMULATION INCENTIVE	23
11.3 FUNERAL LEAVE.....	23
11.4 UNIFORMS.....	24
11.5 WASH-UP TIME.....	24
11.6 BULLETIN BOARDS.....	24
11.7 CALL OUT.....	24
11.8 JURY DUTY	24
11.9 FMLA LEAVE	24
11.10 OCCUPATIONAL INJURY OR DISEASE LEAVE	24
11.11 DISPUTES CONCERNING ABILITY TO RETURN TO WORK AFTER LEAVE OF ABSENCE	25
11.12 OTHER LEAVES.....	25
11.13 NOTIFICATIONS DURING ABSENCE FROM WORK.....	25
11.14 PROHIBITION AGAINST NON-BARGAINING UNIT PERSONNEL PERFORMING BARGAINING UNIT WORK.....	25
11.15 UNION NOTIFICATIONS	25
11.16 TOOL REIMBURSEMENT.....	26
11.17 TOOL REPLACEMENT ALLOWANCE, CARPENTERS, MECHANICAL / ELECTRICAL AND ROADWAY LIGHTING EMPLOYEES	26
11.18 STATE EMPLOYEES' RETIREMENT SYSTEM	26
11.19 BOOT ALLOWANCE	27
11.20 LABOR-MANAGEMENT CONFERENCES	27

Table of Contents
(continued)

	Page
11.21 TEST PROCEDURES.....	27
11.22 CODE OF ETHICS.....	28
11.23 PESTICIDE LICENSE INCENTIVE	28
11.24 NON-REVENUE TRANSPONDERS.....	29
11.25 PAID PARENTAL LEAVE.....	29
11.26 COMMERCIAL DRIVERS LICENSE (CDL).....	30
ARTICLE XII GRIEVANCE AND ARBITRATION PROCEDURE.....	30
12.1 GRIEVANCE PROCEDURE.....	30
12.2 TIME LIMITS	32
12.3 ADJUSTED STEP FILING.....	32
12.4 TIME OFF TO HANDLE GRIEVANCES	32
ARTICLE XIII EMPLOYEE DISCIPLINE	33
13.1 EMPLOYEE DISCIPLINE	33
13.2 CORRECTIVE DISCIPLINE	33
13.3 PRIOR DISCIPLINE	33
13.4 INVESTIGATORY INTERVIEW.....	33
13.5 POLYGRAPH EXAMINATION.....	34
13.6 USE OF AUTOMATED VEHICLE LOCATION DEVICES (AVL) AND CAMERAS.....	34
13.7 SAFETY REQUIREMENTS	35
ARTICLE XIV PROHIBITION OF STRIKES AND LOCKOUTS.....	35
14.1 NO STRIKE PROVISION	35
14.2 UNION OBLIGATIONS.....	35
14.3 DISCIPLINE: DISCHARGE OF STRIKERS.....	35
14.4 NO WAIVER OF EMPLOYER RIGHTS.....	35
14.5 NO LOCKOUT PROVISION	35
ARTICLE XV TERM OF THE AGREEMENT.....	36
15.1 DURATION OF AGREEMENT.....	36
15.2 SAVINGS CLAUSE.....	36

**AGREEMENT
BY AND BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
STATE AND MUNICIPAL TEAMSTERS AND
CHAUFFEURS UNION, LOCAL 700
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA
2018-2023**

This Agreement made and entered into this 18th day of April, 2019, by and between The Illinois State Toll Highway Authority (hereinafter called the “Employer”) and Local 700 State and Municipal Teamsters and Chauffeurs Union, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter called the “Union”) and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article II hereof.

ARTICLE I

PURPOSE

1.1 It is the intent and purpose of the parties to set forth in this Agreement the terms of employment concerning rates of pay, hours of employment, and other working conditions to be observed by them and the employees covered hereby.

ARTICLE II

RECOGNITION

2.1 RECOGNITION OF UNION. The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for the Material Distribution Drivers in the Procurement Department and all employees in the Engineering Department and the Operational Services Department, excluding Summer Temporary Employees, Supervisors, Administrative Personnel, Clerks, Section Clerks and Parts Clerks, Secretarial Employees, Security Guards, Custodians, Warehouse Workers, the Chief Aircraft Mechanic, and all other employees of the Employer.

2.2 DEFINITION OF “SUMMER TEMPORARY EMPLOYEE”. As used herein, the term “Summer Temporary Employee” means any employee hired for a period commencing no earlier than March 1st and terminating no later than October 31st. Summer Temporary Employees shall not be used to diminish the work opportunities of employees covered by this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

3.1 The management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions, and the direction of its working forces, including, but not limited to, the right to hire, promote, demote, transfer, classify and reclassify, assign and direct employees; to discipline, suspend and discharge for cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulation; to implement a substance abuse program, to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, relocate, transfer, or subcontract work and to maintain efficiency is vested exclusively in the Employer provided, however, that no such management right shall be exercised in a manner contrary to or inconsistent with the provisions of this Agreement. The exercise of these rights shall be subject to the grievance procedure set forth in Article XII.

ARTICLE IV

NON-DISCRIMINATION

4.1 NO DISCRIMINATION: GENERAL. Neither the Employer nor the Union shall discriminate against any employee on account of race, color, religion, national origin, sex, age or physical handicap.

4.2 NO DISCRIMINATION: UNION ACTIVITIES. The Employer shall not discriminate, interfere, restrain or coerce employees because of activities on behalf of the Union or because of the exercise of their rights to join or refrain from joining the Union.

4.3 NO DISCRIMINATION: AMERICANS WITH DISABILITIES ACT. The policy of the Illinois State Toll Highway Authority is to comply with the provisions of the Americans With Disabilities Act (ADA). The ADA prohibits discrimination against qualified individuals with disabilities on the basis of their disability. The ADA provides, in part, that qualified individuals with disabilities shall not be excluded from participating in or be denied the benefits of any program, service or activity offered by the Employer.

ARTICLE V

UNION DEDUCTIONS

5.1 CHECKOFF OF UNION DUES. The Employer, upon receipt of a validly executed written authorization card, shall deduct Union dues and fees from the payroll checks of all employees so authorizing the deduction in any amount set by the Union, and shall forward such deductions to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee. 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.

5.2 DRIVE AUTHORIZATION AND DEDUCTION. In addition to the terms and conditions contained in the above-referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a regular basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

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

5.4 NON-ASSOCIATION. Nothing in this Agreement shall be inconsistent with Section 6(g) of the Illinois Public Labor Relations Act in protecting the right of non-association of unit employees based upon the bona fide religious tenets or teachings of a church or religious body of which such employee is a member.

ARTICLE VI

HOURS OF WORK AND OVERTIME

6.1 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 11:01 P.M. on Sunday and end at 11:00 P.M. on the following Sunday. Full time employees who are scheduled to work in a given week and who are available 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 in his/her new shift schedule.

6.2 WORK DAY AND WORK WEEK. For employees in Operational Services, Procurement and other than Roadway Maintenance in the Engineering Department, the normal work day shall be eight (8) consecutive hours and the normal work week shall be any five (5) consecutive days worked followed by two (2) consecutive days off. When, in the judgment of

the Employer, efficiency and economy can best be served by doing so, the Employer may institute a work week of four (4) consecutive ten (10) hour days on selected operations.

6.3 SHIFTS. Subject to the provisions of Section 6.2 with respect to ten (10) hour days, the normal work day for all employees shall be one (1) of the following three (3) shifts:

1st Shift	7:00 a.m. to 3:00 p.m.
2nd Shift	3:00 p.m. to 11:00 p.m.
3rd Shift	11:00 p.m. to 7:00 a.m. and

The normal work week shall be any five (5) consecutive days worked followed by two (2) consecutive days off.

All employees covered by this Agreement shall be required to swipe their ID card and biometrically clock in before and after their assigned shift. The employee shall be responsible to report immediately to their Manager or Supervisor if the electronic time keeping system does not record their clock in or out.

In accordance with past practice of the Employer, employees who work as Motorist Aid Patrol, or on hot pour, full depth patching, channelization, ice patrol, automotive repair, etc., may be scheduled to work shift hours other than the normal shift hours set forth above. All present practices with respect to scheduling such employees will remain in effect.

The creation of shifts other than described above may be allowed to accommodate selected operations at selected times of the year.

6.4(A) SNOW EMERGENCY CALL IN. An employee who is called in prior to the start of his/her normal shift hours for snow emergency shall be permitted to work the duration of his/her normal shift hours, but not in excess of twelve (12) consecutive hours.

Snow Plowing may be completed in the following manner:

1. All available maintenance garage staff except specialty classifications needed to perform other necessary functions, subject to operational needs.
2. The Employer will then seek volunteers from all non-Engineering Department bargaining unit employees covered by the Agreement holding a Class "B" CDL with Air Brake endorsement on or after the ratification date of the October 1, 2014 to February 28, 2018 Bargaining Agreement; provided, however, that those employees holding said license on or after the ratification date of the October 1, 2014 to February 28, 2018 Bargaining Agreement shall be required to maintain said license and shall be made available for snow removal. Subject to operational needs, volunteers will be assigned to the work location nearest to their residence.
3. If not enough volunteers are available, the Employer shall assign the least senior qualified non-Engineering Department bargaining unit employees to plow snow.

4. Non-Engineering Department bargaining unit employees shall still maintain vacation rights. Non-Engineering Department bargaining unit employees shall not be considered assigned to work snow and ice for purposes of vacation scheduling.

5. All bargaining unit employees hired into non-Engineering bargaining unit positions on or after the ratification date of the October 1, 2014 to February 28, 2018 Bargaining Agreement by the Union will be required to possess and maintain a Class "B" CDL with an Air Brake endorsement and shall be made available for snow removal.

6.4(B) GARAGE SHIFT STAFFING. When the Employer deems it necessary to operate Highway Emergency Lane Patrol (H.E.L.P.), the assignment of employees to such shift or shifts shall be done in accordance with the procedure utilized to assign employees to Garage Shift Staffing. Employees assigned to H.E.L.P. shall receive a wage incentive of seventy-five cents (\$0.75) per hour.

Employees assigned to H.E.L.P. shall be required to work any holiday that falls on their regularly scheduled shift. Employees who desire not to work may seek volunteers to work the holiday on a low overtime basis from those employees at the garage who are qualified to work garage shift staffing.

When the Employer deems it necessary to operate a maintenance facility on a twenty-four (24) hour a day basis, employees shall be assigned to work shifts to facilitate such operations.

Employees classified as Equipment Operator/Laborers shall be considered eligible to fill such garage shift staffing requirements, based on qualifications, work record and seniority. Garage shift staffing shall include a minimum of twelve (12) months experience in Roadway Maintenance job classifications from the most recent date of hire. If an employee takes an approved leave of absence of fifteen (15) or more working days during this twelve (12) month period, the Employer will extend the twelve (12) month period by an equivalent number of working days.

Shift Change – Employees who are off work during the bi-annual shift change, shall be placed on shift upon their return to work if there is a higher seniority employee on shift that wants to move to days. If there is more than one (1) higher seniority employee on shift who wants to move to days, the one (1) with the most seniority has precedence. The returning employee will take the position on shift that is vacated by the more senior employee who moves to days. If there are no higher seniority employees on shift who want to move, then the employee returning to work will be placed on day shift.

A wage incentive of seventy-five cents (\$0.75) per hour shall be paid to employees assigned to Garage Shift Staffing covering all hours worked but excluding first shift, 7:00 a.m. to 3:00 p.m. Monday through Friday.

Changes in shift assignments shall ordinarily occur twice annually; at the start of the first payroll period after October 1 and April 1 respectively. Requests from employees for shift assignment changes at other times of the year will be considered, but only to the extent that such changes will not adversely affect the Employer's operations. In the case of permanent or

temporary staff changes initiated by employees, and approved by supervision, the Employer shall not be penalized by having to pay overtime premium that would not otherwise be payable.

The practice of increasing week day garage shift staffing during the months of November through March shall remain in accordance with the past practices of the Employer, and such positions shall be chosen during the October shift change bid process. The above described wage incentives shall apply to winter season staffing increases. Employees assigned to garage shift staffing shall be required from time-to-time to attend specialized training in the handling of roadway emergencies.

Employees assigned to garage shift staffing shall be required to work any holiday that falls on their regularly scheduled shift. Employees who desire not to work may seek volunteers to work the holiday on a low overtime basis from those employees at the garage who are qualified to work garage shift staffing.

At no time shall the minimum staffing at any maintenance location drop below two (2), excluding H.E.L.P.

6.4(C) OTHER WAGE INCENTIVE ELIGIBLE ASSIGNMENTS. In addition to Garage Shift Staffing and increased Winter Week Day Staffing, discussed in Section 6.4(B), employees who are reassigned to Highway Emergency Lane Patrol (H.E.L.P.) or who are reassigned to scheduled night work, shall receive a Wage Incentive of seventy-five cents (\$0.75) per hour. Fleet Mechanics who work the second shift shall also be eligible.

It is expressly understood that this Section shall not apply to emergency call outs or when time worked is compensated at overtime rates.

Employees assigned to Motorist Aid for a minimum four (4) hour block of time, shall receive the seventy-five cents (\$0.75) per hour wage incentive.

6.4(D) SCHEDULED NIGHT WORK. The Employer shall staff scheduled night work by seniority. The Employer will first seek volunteers from qualified employees at the top of the seniority list at that section or may seek volunteers from other sections, if there are not sufficient volunteers, than the Employer shall force the shift by reverse seniority among the qualified employees.

6.5 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. Except in the case of snow emergencies, 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.

Employees shall be required to swipe and biometrically clock in and be ready for work at their scheduled starting time and shall remain at their assigned work places during designated or authorized relief breaks, including lunch and rest periods, unless otherwise permitted by Supervision.

6.6 OVERTIME WORK; EQUALIZATION OF OVERTIME. Employees shall work overtime when the Employer deems overtime is necessary. The Employer shall post overtime assignments made to employees by maintenance location (as identified in Section 8.4) after each payroll period. The Employer shall equalize overtime opportunities by location insofar as reasonable by manually calculating and posting the overtime equalization list within two (2) days of occurrence and prior to the holidays. Following each payroll period, the manually calculated overtime equalization list shall be reconciled against the Employer's payroll records. In the event an employee does not receive a fair share of overtime, the Employer will give preference to such employee with respect to future overtime assignments until a reasonably fair balance in the overtime distribution is reestablished, but such employee shall not be entitled to payment for overtime not worked. Employees assigned or offered overtime who refuse to work such assignments or who cannot be reached by telephone shall be considered as having worked those hours for the purpose of overtime equalization with the exception of overtime offered by a co-worker on a holiday. The equalization of overtime shall not apply in cases of Mechanical/Electrical or Road Electric employees who are assigned Employer vehicles to take home. The Employer shall pro-rate hours for 6th and 7th day overtime if an employee goes from one to another shift. The Employer shall zero out days at the end of the last pay period in April. All time off shall count as red-time for purposes of overtime equalization except for vacation, funeral, jury duty or military leave time. Solely for the purpose of calculating overtime, a new hire shall be credited with the average overtime hours of the employees at his/her work location. Probationary employees are not included in overtime equalization.

6.7 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. An employee working 13 to 16 hours in a single shift, will be paid twice the employee's straight-time hourly rate for those hours. For purposes of this Section only, "hours worked" shall include time lost by an employee which is paid for as Vacation, Jury Duty, Bereavement or sick leave under Section 11.2(A), provided the employee's work record does not show a pattern of absenteeism or a frequency of absence from work indicative of sick leave abuse.

6.8 HOLIDAYS COUNTED AS HOURS WORKED. A holiday which falls on a regularly scheduled work day and for which an employee received his/her holiday pay under Article X of this Agreement shall be counted as hours worked for the purpose of computing overtime pay hereunder.

6.9 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.

6.10 TEMPORARY TRANSFERS. (a) Any employee temporarily transferred from one job classification to another within the same seniority location shall be paid his/her regular rate of pay for the first five (5) consecutive work days. After the fifth (5th) consecutive work day, the employee 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 six (6) weeks. At the time of transfer the employee will be informed, if possible, 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 the additional mileage, based on MapQuest, incurred at the current state rate. This will not include employees brought back to work on transitional duty.

(d) Central Shop and M-14 are considered one work site for purposes of any transfer arrangements.

6.11 TRANSFERS. No later than seven (7) calendar days following the date of position requisition approval, the Employer shall post a notice at all Union work/seniority locations stating the date of position requisition approval and the bargaining unit position(s) to be filled. Such notice shall remain posted at all Union work/seniority locations until the date that such position is filled. The posting requirement applies only to the original position to be filled and does not apply to subsequent vacancies resulting from filling the original vacancy. Once the final position is filled, the Employer shall provide the Union with a list of all bargaining unit moves made in the filling of the position.

Employees who complete their probationary period may request a transfer to another bargaining unit position when a vacancy occurs. For purposes of this Section, transfer shall refer to both lateral transfers and job change transfers. A lateral transfer is defined as the movement by an employee in a job classification to a different work or seniority location. A job change transfer is defined as the movement by an employee to a different job classification at the same or a different work or seniority location. Written transfer requests shall be submitted quarterly, between December 1-15, March 1-15, June 1-15, and September 1-15, and shall be effective January 1, April 1, July 1, and October 1, respectively. Employees shall indicate whether they are requesting a lateral transfer or a job change transfer, or both, and employees shall not be limited in the number of transfers they may request. The Employer will maintain a list of all transfer requests and the transfer list will be distributed to the Manager of each Department. Transfer requests shall remain on file indefinitely unless withdrawn, in writing, by the employee. Probationary employees may be considered for a transfer when no other transfer requests are available and when in the best interests of the Employer.

An employee selected for transfer, based on the transfer list, may not refuse such transfer and any other transfer requests for that employee on the transfer list will be removed; provided that the employee may request additional transfers in accordance with this Section.

The Employer shall complete all available transfers prior to shift picks.

The transfer list in effect at the time the posted position is filled shall be used in the implementation of transfers and the following procedures apply:

A. Lateral Transfers:

The Employer shall facilitate lateral transfers whenever possible in the best interests of the Employer and the employee. The Employer may consider the employee's work record, performance evaluation and seniority, in determining eligibility for a transfer.

B. Job Change Transfers:

The Employer shall facilitate job change transfers as follows: any employee on the transfer list requesting a job change to a non-EOL position other than Fleet Mechanic that passes the applicable job knowledge test with a minimum 65% score is eligible for a job change transfer. All non-EO/L employees requesting a job change transfer into an EO/L position must request a transfer first then pass a written and practical exam with a score of 65%. All non-EO/L employees transferring into an EO/L position will be required to take the mandatory written certification with a 75% score to qualify for Level III and a practical examination with a score of 75% for Level IV. Transferring employees who pass the Level III written and Level IV practical exams who are at Level IV or above at the time of the transfer will remain at their respective levels at the time of the transfer and will progress through the steps in the EO/L position as set forth in Section 7.1 below. Employees transferring at Level III or below will remain at their respective levels at the time of the transfer and will progress through the steps in the EO/L position as set forth in Section 7.1 below. Selection of the successful job change candidate shall then be made based on performance evaluation, work record and seniority from those who satisfactorily passed the test. Additional criteria for selection may include testing, ability to perform all job description requirements, including a weight bearing and/or occupational specific test, interview, etc.

The Employer will make every effort to accommodate transfer requests, subject to the conditions outlined above, prior to seeking an outside hire.

C. Testing:

The Employer will conduct eligibility testing for interested employees to test for non-EOL classifications once annually. Thirty (30) days' notice of the date of the test shall be posted at all bargaining unit locations. Results of such testing will be made available to the affected employees and/or the Union upon request.

**ARTICLE VII
WAGES**

7.1 WAGE RATES AND PROGRESSION SCHEDULES. Wage rates and progression schedules during the term of this Agreement shall be as follows:

March 1, 2018-February 28, 2019

Upon ratification – Within two (2) weeks of ratification of this Agreement by the Board, the Employer will submit the required paperwork to the State Comptroller for a one-time lump sum payment of \$750.00 for all bargaining unit employees employed as of the date of the ratification of this Agreement. Further, within two weeks of the ratification of this Agreement by the Board, the Employer will provide all required paperwork/forms to all bargaining unit employees to restore the use of non-revenue transponders in accordance with Section 11.24 of this Agreement.

Effective March 1, 2019, the scale for the Fleet Mechanic/Fleet Autobody Technician shall be modified so that the difference between Level 2 and Level 3 pay (which occurs when an employee attains and maintains an ASE Master Certification in Auto or Truck) shall be \$1.75 per hour. Further, Mechanics who attain and maintain a second Master Certification in Auto or Truck shall receive an additional \$2.00 per hour over the Level 3 pay.

March 1, 2019 – February 28, 2020

<u>GENERAL GROUP</u>		<u>MATERIAL DISTRIBUTION DRIVER</u>	<u>AUTOMOTIVE ATTENDANT</u>	<u>FLEET MECHANIC/FLEET AUTOBODY TECHNICIAN</u>	
Entry Level	\$26.71	\$26.71	\$24.97	Level 1	\$33.45
Level I	\$27.96	\$27.96	\$25.33	Level 2	\$35.22
Level II	\$29.22	\$29.22	\$27.23	Level 3	\$36.97
Level III	\$30.50	\$30.50			
Level IV	\$33.45	\$33.45			
Level V	\$34.27	\$34.27			
Level VI	\$35.22	\$35.22			

March 1, 2020 through February 28, 2021

<u>GENERAL GROUP</u>		<u>MATERIAL DISTRIBUTION DRIVER</u>	<u>AUTOMOTIVE ATTENDANT</u>	<u>FLEET MECHANIC/FLEET AUTOBODY TECHNICIAN</u>	
Entry Level	\$27.31	\$27.31	\$25.53	Level 1	\$34.20
Level I	\$28.59	\$28.59	\$25.90	Level 2	\$36.01
Level II	\$29.88	\$29.88	\$27.84	Level 3	\$37.80
Level III	\$31.19	\$31.19			
Level IV	\$34.20	\$34.20			
Level V	\$35.04	\$35.04			
Level VI	\$36.01	\$36.01			

March 1, 2021 through February 28, 2022

<u>GENERAL GROUP</u>		<u>MATERIAL DISTRIBUTION DRIVER</u>	<u>AUTOMOTIVE ATTENDANT</u>	<u>FLEET MECHANIC/FLEET AUTOBODY TECHNICIAN</u>	
Entry Level	\$27.99	\$27.99	\$26.17	Level 1	\$35.06
Level I	\$29.30	\$29.30	\$26.55	Level 2	\$36.91
Level II	\$30.63	\$30.63	\$28.54	Level 3	\$38.75
Level III	\$31.97	\$31.97			
Level IV	\$35.06	\$35.06			
Level V	\$35.92	\$35.92			
Level VI	\$36.91	\$36.91			

March 1, 2022 through February 28, 2023

<u>GENERAL GROUP</u>		<u>MATERIAL DISTRIBUTION DRIVER</u>	<u>AUTOMOTIVE ATTENDANT</u>	<u>FLEET MECHANIC/FLEET AUTOBODY TECHNICIAN</u>	
Entry Level	\$28.76	\$28.76	\$26.89	Level 1	\$36.02
Level I	\$30.11	\$30.11	\$27.28	Level 2	\$37.93
Level II	\$31.47	\$31.47	\$29.32	Level 3	\$39.82
Level III	\$32.85	\$32.85			
Level IV	\$36.02	\$36.02			
Level V	\$36.91	\$36.91			
Level VI	\$37.93	\$37.93			

Job classifications to which the above wage rate and progression schedules apply are set forth in Schedule A.

The above wage rate and progression schedules shall be applied according to the following criteria:

**Criteria for Changes in General Group Levels
[Covering All Positions Except
Fleet Mechanics, Fleet Autobody Technicians and Automotive Attendants]**

Criteria	Entry Level	Level I	Level II	Level III	Level IV	Level V	Level VI
A. Months of Service	0-12 Months	At least 12 months	At least 24 months	At least 36 months	At least 48 months	At least 60 months	At least 96 months
B. Demonstrates good work record and knowledge of Roadway Maintenance procedures	X	X	X	X	X	X	X
C. Satisfactory Annual Evaluation	X	X	X	X	X	X	X
D. No disciplinary action for Attendance related violations							
E. Passed Certification Test				X*	X	X	X
F. Zero lost time injuries during the past evaluation period			X	X	X	X	X
G. Zero vehicular accidents during the past evaluation period			X	X	X	X	X

*Requires Written Test Only

Item A. Months of Service means months of active service, not including leaves or suspensions of more than thirty (30) days, except FMLA leaves and leaves resulting from on the job injury that are less than six (6) months.

Item B. – The employee must demonstrate a good work record with no serious disciplinary action in the form of a suspension of three (3) days or more, during the previous twelve (12) month period as well as possess a thorough knowledge of all job classification duties as determined by established orientation and training procedures.

Item C. – The employee must have a satisfactory performance evaluation as described in Article 7.2 and must have worked a minimum of six (6) months of the evaluation year. Performance Evaluations resulting in an overall unsatisfactory performance rating shall be subject to the grievance procedure.

Item D. – See Chart Above

Item E. – The employee must pass the initial job classification written certification test prior to attaining Level III. The employee will be required to pass a practical test to attain Level IV.

Written certification tests shall be made available at least twice every year. Practical tests will be available once per year. In the event an employee does not pass such test, upon request the Employer shall review individual test results in detail with the employee. Counseling will be made available where appropriate for areas of a test that an employee did not pass.

For purposes of determining potential deficiencies or effecting skill enhancements or continuing education, the Employer may administer appropriate abbreviated tests no more often than every fifth year after an employee attains Level VI. Such test shall not have any effect on the employee's job classification, shall not be administered in an arbitrary or discriminatory manner and shall be administered only after appropriate notice during working time for which the employee shall be paid.

Item F. – The employee must have a good work safety record with no preventable lost time injury accidents having occurred during the previous twelve (12) month period. For the purposes of this requirement, preventable lost time injury accidents are those in which the employee has been issued discipline in the form of a written warning or suspension due to an unsafe act on the part of the employee having contributed to the accident.

Item G. – The employee must have a good work safety record with no preventable vehicular or equipment accidents having occurred during the previous twelve (12) month period. For the purposes of this requirement, preventable vehicular or equipment accidents are those in which the employee has been issued discipline in the form of multiple written warnings or suspension due to an unsafe act on the part of the employee having contributed to the accident.

Item H. - Once an employee satisfies the criteria for a particular level and is placed in that level by the Employer, the employee may not thereafter be placed in a lower-paying level or denied a contractually agreed upon wage increase for that level.

Effective on March 1, 2019, any level movement that did not occur as a result of the April 1, 2015 through October 1, 2016 freeze in level progression will be restored and employees shall be placed on the level they would have been placed but for the wage level freeze.

Movement from one level to the next may occur annually based on satisfying the criteria as defined in each level and items A through H. In the event an employee does not progress to the next level in that year as a result of a disciplinary suspension of three (3) or more days, the following year he will again be eligible to advance one level should they satisfactorily meet the criteria; but shall not move more than one level in that year.

7.2 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.

7.3(A) LEAD FLEET MECHANICS. Employees selected at the sole discretion of the Employer to serve as Lead Fleet Mechanics shall, so long as so classified, receive an additional \$1.50 per hour over the straight-time rate of pay as provided for in Section 7.1. Lead Fleet Mechanic vacancies shall be filled with the most qualified candidate, and, if no candidate is qualified, no internal transfer shall occur.

7.3(B) ACTING SECTION MANAGER. In the absence of supervision and where an employee is specifically assigned by the Employer to perform in a supervisory capacity, the employee so assigned shall receive one (\$1) dollar per hour premium pay for the duration of the assignment. This provision shall only apply in circumstances where the existing Section Manager is absent and a specific assignment is made by an authorized agent of the Employer.

7.4 FLEET MECHANIC/FLEET AUTOBODY TECHNICIANS WAGE LEVELS. All Fleet Mechanics and Fleet Autobody Technicians shall be compensated in accordance with the following wage schedule covering three (3) levels. The Fleet Mechanic must satisfy the criteria for experience and competency testing identified in the following table as determined by the Employer in order to qualify for compensation at each level:

LEVEL 1	LEVEL 2	LEVEL 3
5 years experience	8 years experience	10 years experience and 1 year experience at the Tollway as a Fleet Mechanic
65% or higher on ISTHA test or ASE master certified (A/T)	75% or higher on ISTHA test or ASE master certified (A/T)	ASE master certification required (A/T)

The above table shall additionally be used to determine the appropriate rate of pay when hiring a new Fleet Mechanic.

In all cases, movement from one pay level to another and eligibility for the incentive increase at Level 3, as the case may be, is based on a good work record and satisfactory performance evaluation as determined by the Employer.

In the case of certification maintenance testing, Fleet Mechanics will be allowed one year after the expiration of the ASE Certification to recertify before any reduction in wage level is made by the Employer.

Mechanics will grant access to the “my employer” section of the ASE Certifications on the ASE.com web page.

7.5 LONGEVITY. Employees who have completed fifteen (15) years seniority in the bargaining unit seniority shall be eligible for and shall receive a twenty cent (\$0.20) per hour wage adjustment.

Employees who have completed twenty-five (25) years seniority in the bargaining unit seniority shall be eligible for and shall receive a thirty cents (\$0.30) per hour wage adjustment.

7.6 OTHER WAGE INCENTIVE POSITIONS. Certain jobs within the bargaining unit require specific knowledge and skills beyond that of a standard equipment operator/laborer, and are encouraged to achieve the highest skill levels possible. To foster this skilled development, the Employer supports pay incentives for certification. Positions eligible to receive such an incentive are those that have a nationally recognized standard of achievement with a certification process. In addition, employees who pass the Employer testing and certification process for these positions will also be eligible for a pay incentive. Positions considered to fall into this category are:

Roadway Lighting Electrician
Fleet Mechanics
Roadway Welder
Mechanical/Electrical
Carpenters/Painters
Sign Maker/Hangers

ROADWAY LIGHTING, WELDING AND MECHANICAL/ELECTRICAL

To be considered for eligibility to perform work in the areas of Roadway Lighting, Mechanical/Electrical or Welding, an interested employee must pass a written examination with a score of 65% or higher, and must be actively assigned to work in one of these fields.

To become fully certified to perform all the tasks required of this position, an employee will need to pass a written examination with a score of 75% or higher, and may be required to pass a practical exam with a score of 75% or higher. The employee must be actively assigned to work in these fields, or hold one of the above mentioned positions. An incentive of twenty-five cents (\$0.25)/hour will be paid for this level of achievement.

To encourage employees who hold the above-mentioned positions to achieve the highest standards possible, an incentive of thirty cents (\$0.30)/hour will be paid to those employees who have become certified by a nationally recognized organization as an expert in their respective position. This incentive will continue to be paid to these employees as long as they maintain this certification in good standing.

The Employer may create a lead mechanical/electrical worker that will be responsible for training new mechanical/electrical employees and running projects on which multiple employees are working. The lead mechanical/electrical worker will be selected by the Employer from interested employees based on skills and teaching ability regardless of seniority. The lead mechanical/electrical worker will be paid a premium of \$1.50 per hour for all hours for which they are assigned lead worker responsibilities.

CARPENTERS/PAINTERS and SIGN MAKER/HANGERS

To be considered for eligibility to regularly perform work as a carpenter/painter and sign maker/hanger, an employee will need to pass a written examination with a score of 65% or

higher, and may be required to pass a practical exam with a score of 65% or higher. If, due to market conditions, a qualified employee is hired into the position of carpenter/painter and sign maker/hanger from outside of the bargaining unit at greater than the entry level pay rate, but no higher than pay level IV, item D in the wage schedule criteria shall not be applied to that employee until up to three years after his date of hire.

To become fully certified to perform all the tasks required of this position, an employee will need to pass a written examination with a score of 75% or higher and may be required to pass a practical exam with a score of 75% or higher. The employee must be actively assigned to work in these fields, or hold one of the above mentioned positions. An incentive of twenty-five cents (\$0.25)/hour will be paid for this level of achievement.

To encourage employees who hold the position of carpenter to achieve the highest standards possible, an incentive of thirty cents (\$0.30)/hour will be paid to those employees who have become certified by a nationally recognized organization as an expert in their respective position. This incentive will continue to be paid to these employees as long as they maintain this certification in good standing.

FLEET MECHANIC

To be considered eligible for the position of Fleet Mechanic, an interested employee must pass a written examination with a score of 65% or higher, and must meet the Fleet Mechanic job description requirements.

ARTICLE VIII

SENIORITY

8.1 DEFINITION OF SENIORITY. Unless otherwise provided herein, seniority shall mean the length of uninterrupted service an employee has with the Employer within this Collective Bargaining Agreement in the following seniority locations:

- (A) Engineering Department
- (B) Operational Services Department
- (C) Procurement Department

8.2 PROBATIONARY PERIOD. New employees and those continued in employment as regular employees following original hire as temporaries shall thereafter serve a six (6) month probationary period during which period they may be discharged at the discretion of the Employer. Upon successful completion of the probationary period, an employee's seniority shall date from his/her most recent hire/transfer date into this bargaining unit.

8.3 APPLICATION OF SENIORITY. Seniority as defined in Section 8.1 shall apply in all cases of layoff under Section 8.5, and recall from layoff under Section 8.6; provided that, in cases of transfer under Section 6.11, seniority shall be based on overall seniority within

the bargaining unit, regardless of department seniority, and the following provisions of this Section 8.3 shall apply. An employee shall be entitled to exercise seniority provided his/her ability, as demonstrated in performance evaluations, work record and physical fitness, as determined by the Employer based on objective standards, is relatively equal to that of a less senior employee. Any Employer determination made under the provisions of this Section shall be subject to the grievance procedure as set forth in Section 12.1.

In the event two (2) or more employees at the same work location have identical seniority dates, the time worked within that work location shall determine the seniority order of such employees.

8.4 WORK LOCATIONS. For purposes of this Section, each of the following constitutes a “Work Location”:

Engineering Department Seniority Location: M01, M02, M03, M04, M05, M06, M07, M08, M11, M12, M-14, M-16, Roadway Lighting, Roadway Welding, Central Shop, Sign Shop,

Operations Department Seniority Location: Carpenter Shop, Mechanical/Electrical EO2, Mechanical/Electrical EO6, Mechanical/Electrical C.A., EO/L CA

Procurement Department Seniority Location: Material Distribution Driver

8.5 LAY-OFFS. In the event of a layoff of more than five (5) working days, the least senior employee(s) in each position classification in which an employee surplus exists shall be displaced subject to the provisions of Section 8.3. An employee so displaced may exercise his/her seniority to displace the least senior employee in that classification at whatever location such least senior employee is employed and such least senior employee shall be laid off. The Employer shall give the Union and employees at least ten (10) calendar days notice of any general layoff caused by lack of funds or lack of work unless such layoff is caused by emergency circumstances or other conditions beyond the Employer’s control and insofar as operating conditions permit or allow.

8.6 RECALLS. When forces are increased following a layoff of five (5) working days or more, employees on layoff shall be recalled in accordance with seniority subject to the provisions of Section 8.3.

8.7 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 working days without notification to the Employer during such period of the reason(s) for absence.

- (D) Continuous layoff of twelve (12) months.
- (E) Failure to report to work upon recall from layoff within three (3) working days after receipt of notice to report to work sent by Certified Mail to the employee's last address on file with the Employer.
- (F) Failure to report to work immediately following the end of an authorized leave of absence or following a period of excused absence.
- (G) Retirement

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

8.8 SENIORITY LIST. The Union will be provided with an up-to-date seniority list every three (3) months. The seniority list will show for each employee his/her name, seniority date (as defined in Section 8.1, Definition of Seniority), classification and seniority location in which employed.

ARTICLE IX

VACATION

9.1 VACATION ELIGIBILITY. Vacation eligibility shall be based on hours of work performed during the year preceding an employee's anniversary date and years of service established by the Employer's records.

9.2 VACATION ENTITLEMENT. An employee hired prior to January 1, 1999 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 eighty (80) hours vacation and vacation pay;
- (B) Five (5) years but less than nine (9) years, shall be entitled to one hundred twenty (120) hours vacation and vacation pay;
- (C) Nine (9) years but less than fourteen (14) years, shall be entitled to one hundred thirty-six (136) hours vacation and vacation pay;
- (D) Fourteen (14) years but less than nineteen (19) years, shall be entitled to one hundred sixty (160) hours vacation and vacation pay;
- (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, 1999 shall accrue earned vacation time based upon the provisions in Chapter V, Section B of the ISTHA Personnel Policy Manual dated March 1, 1997 addressing the accrual of time earned and the amounts earned, which differ from the formula set forth herein above. All employees on the payroll as of December 31, 1998 are grandfathered and are not affected by this change.

9.3 INITIAL VACATION ENTITLEMENT. An employee who has worked one thousand (1000) hours or more in his/her 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 pay earned as described in 9.2(A).

9.4(A) 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 but prorated by a fraction, the nominator of which shall be the hours worked in the year preceding vacation eligibility, and the denominator of which shall be two thousand eighty (2,080).

9.4(B) VACATION ACCUMULATION WHILE ON OCCUPATIONAL INJURY. In the event an employee is injured on the job, and when such injury is not due to negligence on the part of the employee, said employee shall be allowed to accumulate vacation for a maximum period of twelve (12) months from the date of injury.

9.5 VACATION SCHEDULING. With the written consent of the appropriate Department/Division Manager, vacations for employees may be taken at any time after an employee has become eligible therefore, except that vacations for employees assigned to work Snow & Ice Control shall not be permitted to be taken during the period from November 15 or the nearest Friday through April 1 (provided that one employee per week per maintenance location shall be allowed to take vacation during the period of November 15-30 and March 15-31).

The vacations shall be scheduled annually on a seniority basis and shall be approved by the Division Manager described above consistent with the operating needs of the Employer. Vacations shall normally be taken in increments of five (5) consecutive days. Employees may use their accrued vacation in single days.

Such single day vacation should be scheduled annually, whenever possible, on a seniority basis after vacations in five (5) day increments have been scheduled. Non annually scheduled single day vacations must be requested at least seventy-two hours in advance and will be subject to operational needs of the Employer and will be reviewed on a case-by-case basis.

The use of single or ½ day vacations shall not reduce the minimum approved garage staffing level for each maintenance site or work location.

9.6 CARRY OVER OF VACATION. Vacation time may be accumulated and an employee may carryover up to twenty-four (24) months of benefits; provided, however, that no employee may use more than one year plus forty (40) hours of earned vacation time per year. Seniority as defined in Article VIII shall control the scheduling of vacations to the extent consistent with the operating needs of the Employer.

9.7 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 11.12, which leave may, at the discretion of the Employer, be charged against vacation to which the employee is entitled on his next anniversary date.

9.8 EMPLOYEES ENTITLED TO 136 OR 176 HOURS VACATION. Employees entitled to one hundred thirty-six (136) hours vacation and vacation pay under Section 9.2(C) or one hundred seventy-six (176) hours under Section 9.2(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(B), in which event the employee may take such time off as a personal leave with pay; or

(C) They may take sixteen (16) hours of their vacation one regularly scheduled day off at a time, provided that, single days of vacation shall be scheduled during a second round of vacation scheduling.

9.9 HOLIDAYS FALLING DURING VACATION. In the event a holiday falls during an employee's vacation, the employee, if eligible for holiday pay for such holiday, will be paid for the holiday in addition to his vacation pay and will be given the regularly scheduled work day either immediately prior to or following that vacation off in lieu of the holiday. Alternatively, the employee may elect to receive pay for the additional day off or he/she may reschedule the day off for use at a later time provided that such rescheduling shall remain subject to the operating needs of the Employer and such rescheduling must be completed, during the second round of vacation selection.

ARTICLE X

HOLIDAYS

10.1 LIST OF HOLIDAYS. All employees shall have time off with pay on the following holidays:

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

In addition, any additional day or days observed by the Employer as a holiday for another group of employees of the Employer shall be observed as a holiday for employees covered by the Agreement. For purposes of this Section, each of the following constitutes "another group of employees": (A) All of the employees of Central Administration, (B) All Toll Collectors and Lane Walkers, (C) All Maintenance Clerks and Custodians.

10.2 HOLIDAY PAY. An employee shall receive holiday pay at his/her regular straight-time rate of pay for all holidays so designated and not worked.

10.3 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 regular straight-time rate of pay for all hours worked plus pay for the holiday.

10.4 ELIGIBILITY FOR HOLIDAY PAY. To be eligible for holiday pay herein, 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 11.3, or similar good cause. If requested, proof that absence was caused by such reason must be furnished to the Employer.

ARTICLE XI

MISCELLANEOUS RIGHTS AND BENEFITS

11.1 INSURANCE.

(A) Health Insurance. During the life of this Agreement, the Employer will provide for employees who have completed ninety days (90) of continuous employment group life insurance, medical, dental and optical plans. The benefits and options under said plans shall be the same as or comparable to those in place effective immediately prior to the date of this Agreement for other Tollway employees; provided, however, that the Employer in its discretion and after notification to the Union may, during the life of this Agreement, make such changes in the plans as it deems appropriate so long as those changes provide for substantially similar benefits as those existing at the time of this Agreement. Notwithstanding the above, in the event the Patient Protection and Affordable Care Act (“Act”) and its implementing regulations and guidance, results in a change in the Employer’s obligations regarding the cost of provision of health insurance benefits to employees covered by this Agreement (including by example but without limitation, the determination that one or all of the plans will be subject to the so-called “Cadillac” tax), the Employer may make such changes to comply with its obligations under the Act. Employees will not be required to pay a monthly premium for the medical, dental and basic optical plan offered by the Employer.

(B) Insurance – Group Life. During the life of this Agreement, the Employer will continue to provide Group Life Insurance for full-time employees (and their eligible dependents) who have ninety (90) days continuous service. In accordance with past practice, the Employer will pay the premiums or cost of such benefit for all eligible full-time employees. The benefits and options under the Employer’s Plan shall be the same as or comparable to those that were in effect immediately prior to the date of this Agreement and shall include changes in benefits made during the life of this Agreement that are applicable to all other full-time employees of the Employer. In the event any such changes involve a reduction in benefits, the matter may be made the subject of a grievance and processed under Article XII.

(C) Accidental Death – In addition to the Group Life Insurance discussed in paragraph (B) above, during the life of this Agreement the Employer will provide Accidental Death Insurance for all full-time employees who have ninety (90) days of continuous service. The Employer will pay the premiums or cost of such benefit for all eligible employees. The Accidental Death Policy will pay \$500,000 in the event of a fatality resulting from a workplace accident.

11.2(A) SICK LEAVE. A full-time employee shall accumulate sick leave at the rate of one (1) day for each month of full-time service. Except as hereinafter provided, sick leave days shall be used only for reason of bona fide illness, accident or injury of the employee, or an illness, injury, or medical appointment of the employee’s immediate family (which for the purposes of sick leave only shall be defined as child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) on the same terms upon which the employee is able to use sick leave for the employee’s own illness or injury. Unused sick leave may be carried forward without limitation. Sick leave benefits as provided

above shall be payable with the first (1st) day of absence. If an employee is absent due to their own illness or illness or injury of an immediate family member for more than two (2) days, he/she must present medical documentation or other proof acceptable to the Employer, certifying his/her ability to return to work and explaining the reasons for the absence.

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

- (A) 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.
- (B) The Supervisor's approval to so use a sick leave day must be obtained; the Supervisor will not unreasonably withhold approval.
- (C) Use of sick leave days for personal reasons shall be limited to six (6) days in the twelve (12) month period following date of hire or anniversary date, whichever is applicable.
- (D) Personal days shall not be used for the sole purpose of extending vacation, weekend, holiday or holiday weekend periods, but may be approved for good cause when such good cause is outside the control of the employee.
- (E) When the staffing level at the maintenance location falls below the minimum required level.
- (F) Persons eligible for personal leave and subject to the aforementioned limitations, may take three (3) days annually without disclosing the reason for absence. These three (3) days must be scheduled singularly and cannot be taken in conjunction with any other paid time off. (Appropriate to take with weekends but not to extend holidays, holiday weekends or vacations).

11.2(C) PAYMENT FOR UNUSED SICK LEAVE UPON RETIREMENT. An employee entitled to retirement benefits under the State of Illinois Retirement Program who retires from employment will be entitled upon application to be paid at the rate of fifty percent (50%) of his straight time hourly rate of pay in effect at time of retirement for unused sick leave days accumulated subsequent to January 1, 1984 up to a maximum of one hundred and twenty (120) days and as further limited by Public Act 90-65 and the pertinent provisions of the Employer's Personnel Policies and Procedures manual.

11.2(D) SICK LEAVE ACCUMULATION INCENTIVE. Employees who successfully accrue twelve (12) consecutive sick days during an anniversary year (starting on their hire date and ending 12 months later) will be allowed to redeem up to five (5) of these benefit days at their existing rate of pay.

11.3 FUNERAL LEAVE. Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. The

Employer defines “immediate family” as the employee’s spouse, fiancé, child, brother, sister, parent, grandchild, grandparent, domestic partner, legal guardian, step-parent, step-child and 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 person whose association with the employee was similar to any of the above relationships, subject to the approval of the Chief of Administration.

Up to three (3) days of paid bereavement leave will be provided to permanent employees. Bereavement pay is calculated based on the base pay rate at the time of absence. Employees may, with their Supervisor’s approval, use any available paid leave for additional time-off as necessary.

11.4 UNIFORMS. In accordance with the past practice of the Employer, items of apparel, including but not limited to a supply of up to five (5) seasonal tee-shirts in lieu of button-down shirts, shall be furnished by the Employer and shall be replaced as 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.

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

11.6 BULLETIN BOARDS. The Employer shall provide separate space at every maintenance building and central shops on its bulletin board for posting of Union notices. No material shall be posted which is false, obscene, or defamatory to any person.

11.7 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. This three (3) hour guarantee shall not apply in the case of employees assigned an Employer take-home vehicle and who are paid on a portal-to-portal basis.

When a one-half (½) crew is called out for snow removal, a Fleet Mechanic will be included in the call out.

11.8 JURY DUTY. Any employee who is called and serves on jury duty shall be granted time off therefor and be paid the difference between the amount paid for jury service and the employee’s regular straight-time hourly wages for the period served. This payment shall be made only if the employee (1) gives the Employer advance notice of jury duty call and (2) if requested, presents evidence of jury duty service. Time off work by employees taken as compensated jury duty shall be considered as hours worked in determining overtime eligibility.

11.9 FMLA LEAVE. Employees shall have all rights and benefits provided by the Family and Medical Leave Act of 1993 (FMLA) and as set forth in the Employer’s Personnel Policy Manual of January 1, 2005. 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.

11.10 OCCUPATIONAL INJURY OR DISEASE LEAVE. Employees unable to work due to occupational injury or disease covered by the Illinois Worker’s Compensation Act

shall be placed on leave of absence for the period they are unable to work. Such unpaid leave of absence shall not exceed three (3) years. 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 examination or to return to work if the results thereof show that the employee is able to return shall be grounds for termination.

11.11 DISPUTES CONCERNING ABILITY TO RETURN TO WORK AFTER LEAVE OF ABSENCE. In the event of a dispute over an employee's ability to return to work after an absence under Section 11.9 or 11.10, the matter shall be referred to a physician selected by the Employer's physician and the employee's physician. The decision of the physician so selected shall be final. His/her fees shall be paid by the Employer for injuries on the job. For injuries off the job, fees for the third doctor will be paid by the employee. It is the employee's responsibility to immediately notify the Employer when there is a conflict between the Employer's physician and the employee's physician.

11.12 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) days each. An unauthorized leave shall be cause for disciplinary action up to and including termination.

11.13 NOTIFICATIONS DURING ABSENCE FROM WORK. Employees absent from work on approved leave of absence, or due to injury on the job, or extended absence for medical reasons shall be required to notify the Supervisor at his/her permanent work location at least once per week or more or less frequently as instructed, as to the status of his return to work. This shall not apply in cases where leave of absence has been granted for a specified period of time. An employee is required and shall be responsible for providing to the Employer additional medical documentation prior to the conclusion date of the approved leave of absence if the leave is to be extended beyond the original requested time off. Failure to provide acceptable documentation or failure of the employee to return to work, shall be grounds for discipline up to and including termination.

11.14 PROHIBITION AGAINST NON-BARGAINING UNIT PERSONNEL PERFORMING BARGAINING UNIT WORK. Supervisors and any other non-bargaining unit personnel, except Summer Temporary Employees, shall not perform work of bargaining unit employees except work (1) for purposes of instructing or training employees, (2) of an experimental nature, (3) reviewing new, altered or repaired equipment or (4) in emergency situations (i.e., safety of patrons).

11.15 UNION NOTIFICATIONS. The Union shall be notified monthly in writing by the Personnel Department of the following:

- (A) Hirings, including name, address and work location
- (B) Termination, including designation of "voluntary" or "involuntary".
- (C) Transfers; and

(D) Disciplinary suspensions, unless otherwise requested by the employee.

11.16 TOOL REIMBURSEMENT. A tool reimbursement up to a maximum annual expenditure of four hundred dollars (\$400.00) shall be granted to employees classified as Lead Fleet Mechanic or Fleet Mechanic. One hundred fifty dollars (\$150.00) of this allowance can be used toward the repair or replacement of the employees tool box. The amount of eligible reimbursement shall be pro-rated in the case of new employees, transferred employees or employees laid off or recalled during the year.

In addition, Fleet Mechanics may purchase approved study guides used to prepare for ASE Testing.

The Employer reserves the right to approve those tool purchases eligible for reimbursement, and will promptly process reimbursement requests upon submittal of receipts by Fleet Mechanics or Lead Fleet Mechanics. In order to receive this reimbursement, the Employer must receive the receipt documenting the purchase within thirty (30) days of the purchase.

Employees whose employment relationship is terminated shall not be eligible to receive any balance of reimbursement remaining at the time of termination.

Fleet Mechanics, who worked at least 1080 hours in the previous year, shall be provided an annual tool reimbursement of four hundred dollars (\$400.00). Employees receiving this allowance shall be required to purchase tools required for their position.

11.17 TOOL REPLACEMENT ALLOWANCE, CARPENTER, MECHANICAL / ELECTRICAL AND ROADWAY LIGHTING EMPLOYEES. A tool replacement reimbursement up to a maximum annual expenditure of two hundred dollars (\$200.00) shall be granted to employees classified as Carpenter, Mechanical/Electrical or Roadway Lighting. The amount of eligible reimbursement shall be pro-rated in the case of new employees, transferred employees or employees laid off or recalled during the year.

The Employer reserves the right to approve those tool purchases eligible for reimbursement, and will promptly process reimbursement requests upon submittal of receipts by Carpenter, Mechanical/Electrical or Roadway Lighting employees.

Employees whose employment relationship is terminated shall not be eligible to receive any balance of reimbursement remaining at the time of termination.

This tool replacement program recognizes the requirement that Carpenter, Mechanical/Electrical and Roadway Lighting employees possess a specified level of tools with which to perform routine daily assignments. This specified level of tools was established by the Employer in accordance with general accepted industry practice.

11.18 STATE EMPLOYEES' RETIREMENT SYSTEM. Effective January 1, 2007, all bargaining unit employees will be required to pay the entire amount of the employee contribution previously paid by the Employer to the State Employee Retirement System, including any increases in said employee contribution required by law. Effective January 1, 2007, the \$0.30 per hour wage enhancement previously provided to the classifications of

Roadway Mechanic, Roadway Autobody Technicians, Automotive Attendants and Materials Distribution Drivers will be discontinued. As a consequence of the foregoing, effective January 1, 2007, all bargaining unit employees will receive a one-time increase to their base pay of 5.5%.

11.19 BOOT ALLOWANCE. Per the Employer's existing practice, employees who have worked at least 1080 hours in the previous year, shall be provided an annual safety shoe allowance of one hundred fifty dollars (\$150.00). Employees receiving this allowance shall be required to purchase approved safety shoes and to wear said safety shoes at all times on the job. All employees shall purchase and wear ANSI75 approved steel-toed safety shoes, with ankle protection. It is the employee's responsibility to secure the appropriate boots to meet this requirement.

11.20 LABOR-MANAGEMENT CONFERENCES.

Section 1

The Union and the Employer mutually agree that in the interest of maintaining communications between the parties and in order to cooperatively discuss and solve problems of mutual concern, meetings may be held by mutual agreement between employee representatives, Union staff representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (A) Discussion on the implementation and general administration of this Agreement.
- (B) A sharing of general information of interest to the parties.
- (C) Notifying the employees of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (D) To discuss safety and other work-related issues identified by either party. Any positive results of such discussion will be made effective by administrative directive.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

11.21 TEST PROCEDURES. Upon request, an employee shall receive from the Employer study materials, if available, to prepare for an examination; and, an employee may

request and receive a follow-up explanation of his/her test results. The Employer will post test scores at each garage immediately after the test is taken. In the event that a new-hire is tested, at the time of hire Human Resources will advise the new-hire of the results of his test, and if applicable any benefits his score qualified him for. The Union Business Agent or designated Union employee may be present during examination sessions, and, the Business Agent or designated Union employee may spot-check test results with the Employer. Following ratification of this Agreement, the Employer shall provide certification lists to the Union.

In-house testing, administered by the Employer, normally may be taken during an employee's regular work day. With forty-eight (48) hours notice to his/her supervisor and with the approval of his/her supervisor (which approval shall not be unreasonably withheld), an employee will be allowed to swap shifts with another employee, or to switch shifts, to facilitate his/her availability for testing, provided the shift swap or switch does not result in overtime. In the event Employer-administered tests extend beyond normal work shift hours, no additional compensation or mileage shall be provided to employees taking the certification test. Upon request made by an employee properly exercising his/her contractual right to time off, the Employer will schedule a make-up test for an in-house test no later than two (2) weeks after the date of the initial test date.

Mechanics shall be allowed to take three (3) regularly scheduled workdays, which may be taken in six (6) one-half (1/2) day increments, each calendar year for ASE certifications. Upon successfully completing one (1) or more tests, the Employer will reimburse the employee for the registration fee and cost of the test(s) passed. Regardless of whether the employee passes the test, the employee must provide the Employer with documentation that he/she attended the test to be paid for the time off. Mechanics who participate in any ASE tests must provide the Employer access to their MyASE certification website to verify the ASE status of the mechanic. The Employer will not reimburse for mileage or other expenses incurred by the employee to travel to and from the test site. In cases of conflict with evening shift personnel schedules, the Employer will attempt to change the work schedule to help facilitate employee availability.

11.22 CODE OF ETHICS. Upon request of the Union, following ratification of this Agreement, the Employer agrees to meet and discuss with the Union its views concerning the Employer's Code of Ethics. Any employee found by the Employer in violation of the Code of Ethics may file a grievance pursuant to Article XII.

11.23 PESTICIDE LICENSE INCENTIVE. Employees who successfully obtain a Pesticide Operators License from the Illinois Department of Agriculture shall receive an incentive payment of \$150.00. This license is renewable annually for a period of three years, after which re-testing is required to maintain certification. This incentive will be paid upon each successful certification and not successive renewals. A maximum of three (3) employees per maintenance location will be eligible to be certified at any given time. Employees will be selected first by volunteers, then by work record and seniority.

An employee who holds a Pesticide Operators License and fails to renew the certificate, shall reimburse the Employer for the number of years certification is not renewed at the rate of \$50.00 per year.

11.24 NON-REVENUE TRANSPONDERS. Non-revenue transponders shall be issued to employees at no cost for travel to and from work and on official Tollway business. Misuse of the non-revenue transponder (such as for intentional personal use) will result in the revocation of the transponder from the employee and/or appropriate disciplinary action. Non-revenue transponders are the property of the Employer. All usage will be tracked and monitored on a monthly basis. Any accidental personal usage must be promptly paid to the Finance Department. If the non-revenue transponder is lost or stolen, the employee will be required to pay a replacement fee pursuant to Employer Policy.

11.25 PAID PARENTAL LEAVE. The purpose of this provision is to provide paid parental leave for employees, who have successfully passed probation, for the birth or adoption of a child or children. This provision applies to spouses, biological parents, civil union partners or those in loco parentis¹ to the child, and is effective January 1, 2015.

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

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

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

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

In addition to Paid Parental Leave, an employee may also be eligible for leave under the FMLA as set forth in the Tollway's FMLA Policy. In the event an employee is eligible for both Paid Parental Leave and leave under the FMLA, the two leaves must be taken concurrently. For

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

more information on eligibility for leave under the FMLA and the conditions and benefits associated with such leave, please consult the Tollway's FMLA Policy.

11.26 COMMERCIAL DRIVER'S LICENSE (CDL).

- A. For new hires with CDL Permit A, the Employer will provide the use of a Tollway vehicle for the driving test.
- B. If an employee's CDL has expired, the Tollway will allow an employee five (5) days from the date of the Employer's discovery of the expired license to renew the expired CDL; for a suspended or revoked CDL, an employee will have thirty (30) days from the date of the Employer's discovery of the suspension to get the license reinstated; in the event of a DUI arrest with a suspension, the employee will have ninety (90) days from the date of the arrest to resolve the DUI and get the license reinstated. During the time the employee's license is suspended, the employee shall not work, but may use accrued vacation and/or personal time during that period. The Employer may discipline an employee in the event he/she was driving without a valid license. Failure to meet the time limits will result in discharge.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

12.1 GRIEVANCE PROCEDURE. Any and all disputes, misunderstandings, differences, or grievances regarding the interpretation, application or meaning of this Agreement, between the Employer and the Union or any employee, shall be exclusively (except as otherwise required by law) settled in the following manner. Nothing in this Article shall preclude the parties from mutually agreeing to resolve any dispute or difference informally outside the grievance procedure described below. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance with said limitations shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

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. A written grievance shall identify an aggrieved employee or employees and shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the Union representative.

Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate, previously identified employees within that group.

The grievance procedure shall be as follows:

STEP 1: The aggrieved employee and/or the Union (in which event the grievance shall identify the aggrieved employee(s), or, if none, whether it is a Union institutional grievance) must first present the grievance in writing to his/her proper Supervisor. A steward may present the grievance or be present with the employee, or the employee may present the grievance alone. The time limit for the filing of a grievance shall be ten (10) working days after the employee knew or could reasonably have had knowledge of the event which gave rise to the grievance. The aggrieved employee's Supervisor shall give an answer to the grievance within seven (7) working days.

STEP 2: If the matter is not settled at Step 1, the grievance may be appealed by the Union and, if so, must be appealed in writing to the department manager or his/her authorized representative, and must be received by the Employer within five (5) working days of the Union's receipt of the Step 1 answer, or, if no Step 1 answer is given within the required time, within thirty (30) days of the date the grievance was filed at Step 1. If the steward or Union representative and the designated management representative mutually desire to conduct a meeting to discuss the grievance, such meeting will be scheduled at a mutually convenient time and location.

In addition to the designated representative of the Union, upon request, the grievant, the Union steward and any employee witnesses may attend the meeting providing such attendance does not unreasonably interfere with or impede the Employer's operations.

The department manager or his/her authorized representative shall give a written answer to the appeal within five (5) working days of receipt of the written Step 2 appeal, or if later, within five (5) working days of the Step 2 meeting regarding the grievance.

STEP 3: If the matter is not settled at Step 2, the grievance may be appealed by the Union and, if so, must be appealed in writing to the Department Chief or his/her authorized representative, and must be received by the Employer within five (5) working days of the Step 2 answer or, if no Step 2 answer is given within the required time, within thirty (30) days of the date the grievance was appealed to Step 2. If requested by the Union, the Department Chief or his/her authorized representative shall meet with the Union at a mutually convenient time and location to discuss the grievance, but in any event no later than twenty (20) working days after receipt of the Step 3 appeal. The Department Chief or his/her authorized representative shall give a written answer to the appeal within five (5) working days of the Step 3 meeting regarding the grievance. If the Department Chief designates someone to respond at Step 3, it shall be someone other than the individual who heard the grievance at Step 2.

STEP 4: If the matter is not settled at Step 3, the Union may submit the grievance to arbitration by serving a written notice to arbitrate, setting forth the facts and specific issues, upon the Employer, received by the Employer within thirty (30) calendar days after the answer is given at Step 3 hereof, or if no Step 3 answer is given, within sixty (60) days of the date the grievance was appealed to Step 3. The parties shall attempt to mutually select an arbitrator. If the parties fail to agree on the selection of an arbitrator within fourteen (14) days of service of the notice to arbitrate, such arbitrator shall be selected from a list of seven (7) arbitrators from

the Federal Mediation and Conciliation Service, all of whom are members of the National Academy of Arbitrators residing or working in Illinois, Wisconsin or Indiana. The parties shall alternately strike the names of three (3) arbitrators, one (1) arbitrator at a time, until one (1) arbitrator's name remains. The order of striking shall be determined by a coin toss. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives, and notifying him/her of the issue where mutually agreed by the parties.

The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him/her by the parties in the presence of each other, and no arbitration hearing shall take place unless both parties are present. The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties to the dispute, including the employee or employees involved. The expenses and fee of the arbitrator and the cost of the hearing room shall be borne equally by the Employer and the Union. No other joint expenses shall be incurred except by mutual written agreement of the parties.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use expedited arbitration procedures.

12.2 TIME LIMITS. If the Union fails to file or appeal a grievance within the time limits herein, unless said time limits have been extended by mutual agreement of the parties, the grievance shall be considered as withdrawn, without prejudice. The time limits may be extended only by mutual agreement of the parties.

12.3 ADJUSTED STEP FILING. Grievances concerning suspensions may be initiated by the Union at Step 2 of the grievance procedure. Grievances concerning discharges may be initiated by the Union at Step 3 of the grievance procedure. Grievances concerning agency-wide issues may, by mutual consent, be filed at Step 3 of the grievance procedure.

12.4 TIME OFF TO HANDLE GRIEVANCES. The Employer shall permit employees, Union officers and designated stewards time off, with pay, to file and process grievances on the Employer's premises, provided that such time is reasonable and limited and that such activity does not unreasonably interfere with or impede the Employer's operations. No Union officer or steward shall leave his/her work for the purpose of processing a grievance without first receiving permission from his/her supervisor.

ARTICLE XIII

EMPLOYEE DISCIPLINE

13.1 EMPLOYEE DISCIPLINE. The Employer shall not discipline or discharge any post-probationary employee without just cause. The Employer further agrees that disciplinary action shall be taken within thirty (30) days after the Employer is aware of the event or action giving rise to the discipline, except in the case of external investigations (e.g. EEOC, OEIG), or if a party, including a witness, is not available or unless otherwise mutually agreed.

If an employee is issued a suspension, and files a grievance, the serving of the suspension will be held until after the Step 3 grievance hearing is held and a determination is made. However, notwithstanding the previous sentence, in the event the Employer determines that an employee should be suspended pending an investigation into a potentially dischargeable offense, an employee may be immediately suspended for up to twenty (20) working days pending an investigation and decision as to whether or not 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 twenty (20) working days for reasons other than a delay caused by the employee or the Union, the employee will be placed back in paid status on the twenty-first (21st) day at his/her regular rate of pay. If the Employer determines that discharge or suspension is not warranted, or that a disciplinary suspension is warranted, but for less than the period of time the employee had been suspended pending investigation, then the employee shall be returned to work with pay and benefits for the applicable time lost.

In the event the Employer's Board of Directors adopts a policy of zero tolerance with respect to drug abuse that applies to all Employer employees, then it shall also apply to bargaining unit employees.

13.2 CORRECTIVE DISCIPLINE. The Employer agrees with the tenets of progressive and corrective discipline where appropriate. 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.

13.3 PRIOR DISCIPLINE. In determining the appropriate level of discipline to impose for an offense, the Employer may consider whether any disciplinary action was imposed during the year prior to the current offense and, if any record of discipline against the employee is found for the prior year the Employer may then consider all prior discipline imposed against the employee in the thirty-six (36) months prior to the offense.

The period of time an employee is off for an extended continuous absence, excluding vacation and approved Family Medical Leave Act leave, shall not count toward the time periods referred to in the above paragraph. Extended continuous absence is defined as thirty (30) or more consecutive days.

13.4 INVESTIGATORY INTERVIEW. If the Employer decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of a Union

representative at the interview if: (a) the employee requests a representative; and (b) there exists reasonable grounds for the employee to believe that the interview may be used to support disciplinary action against the employee.

13.5 POLYGRAPH EXAMINATION. The Employer may continue its practice of requiring an employee to submit to a polygraph examination as part of an investigation in which the State Police are involved. Employee rights established pursuant to Section 13.4 apply to polygraph examinations conducted pursuant to this section.

13.6 USE OF AUTOMATED VEHICLE LOCATION DEVICES (AVL) AND CAMERAS.

1. Information collected by automated vehicle location devices, will not alone constitute a basis for disciplinary action; however, the information obtained by automated vehicle location devices may be used to initiate investigations into violations of Departmental Rules, Policies, and Union Agreements.

2. The Union agrees that the Employer has the right to install video surveillance cameras in the garages in the open garage areas, at all entry/exit points, in the parking lot and any other open area where high value equipment is stored if it is not readily visible from the Manager's/Supervisor's office for the purpose of monitoring the building security and safety. This right does not include the right to record audio.

3. The Parties agree that the video surveillance is for security purposes only and is not intended to spy upon or to be used to harass employees. The Employer agrees that its policy prohibits improper usage of the video surveillance equipment and any employee, including management, who improperly uses the video surveillance equipment to spy upon and harass another employee will be subject to discipline.

4. The Employer will post signs at all the entrances advising that the building is equipped with video surveillance cameras within 14 days of the installation and activation of the video surveillance cameras.

5. The Employer agrees to provide any video surveillance recordings that it uses or intends to use in any employment action involving a Bargaining Unit Member to the Union within two (2) business days of saving of the recording and/or the determination of its use or intended use, whichever is later. The Employer, upon notice to the Union, may defer turning the video surveillance recording to the Union pending the completion of its investigation.

6. The Employer agrees that it will provide the Union, upon its written request or its member's request to preserve and/or copy of any video surveillance involving the member or event in question, to the extent that the video surveillance can be timely retrieved.

7. The Union agrees that the Employer may use video surveillance as the initial basis for discipline only for infractions that involve theft, vandalism, unreported damage of Tollway or personal property that involves significant damage to the property and physical violence or the use or display of a firearm or explosive.

8. The Parties agree that in circumstances other than that provided for in paragraph 6 above, video surveillance may be used, by either party, to corroborate or to impeach eyewitness testimony at an arbitration hearing, but the Employer cannot use it to initiate investigations and video surveillance cannot form an independent basis for discipline for circumstances other than provided for in paragraph 6 above.

13.7 SAFETY REQUIREMENTS.

(A) **ELECTRONIC DEVICES** – The use of cell phones and non-Tollway provided electronic devices such as portable music players, headphones, ear buds, etc., are not allowed while operating a vehicle or any type of equipment or performing a task where the Tollway feels it to be unsafe in any manner.

(B) **SAFETY APPAREL** – Employer provided safety vests, hard hats or other required safety apparel must be worn at all times when working along the road or in the right-of-way.

ARTICLE XIV

PROHIBITION OF STRIKES AND LOCKOUTS

14.1 **NO STRIKE PROVISION.** During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, shall authorize, institute, aid, condone, or engage in a down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.

14.2 **UNION OBLIGATIONS.** The Union agrees to notify all local officers, stewards, and committeemen of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 14.1 to return to work.

14.3 **DISCIPLINE: DISCHARGE OF STRIKERS.** The Employer may discharge or discipline any employee who violates Section 14.1 and any employee who fails to carry out his/her responsibilities under Section 14.2. In such event, the employee or employees shall have no recourse to the grievance procedure, except for the sole purpose of determining whether the employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action imposed by the Employer may not be contested or otherwise disturbed.

14.4 **NO WAIVER OF EMPLOYER RIGHTS.** Nothing herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

14.5 **NO LOCKOUT PROVISION.** During the term of this Agreement there shall be no lockout of employees by the Employer.

ARTICLE XV

TERM OF THE AGREEMENT

15.1 DURATION OF AGREEMENT. This Agreement shall be effective as of the date of execution, (except that wage rates set forth in Article VII shall become effective as of the dates shown) and shall remain in full force and effect from said date until midnight February 28, 2023, and it shall be automatically renewed from year to year thereafter, unless either party notifies the other, in writing, at least sixty (60) days prior to February 28, 2023, or the anniversary date of such yearly extension of a desire to amend or terminate it.

15.2 SAVINGS CLAUSE. If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted State or Federal Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiation at the request of either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above mentioned.

STATE AND MUNICIPAL TEAMSTERS
AND CHAUFFEURS UNION LOCAL NO.
700 INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF
AMERICA

BY Michael A. Pebrer
President

BY Vincent F. Tumbler
Secretary-Treasurer

THE ILLINOIS STATE TOLL HIGHWAY
AUTHORITY

BY William J. Schraf
Chairman

BY Jon R. Alvarez
Executive Director

Approved as to Form and Constitutionality

Kathleen C. Ponder-Brown
Attorney General for the State of Illinois

SIDE LETTERS

Health Insurance Committee: The parties agree to create a Health Insurance Committee made up of members from the Teamsters bargaining unit as well as other Tollway bargaining units and administration to meet at least bi-annually to review and make recommendations to the Employer on health insurance cost-containment measures. The composition of the health insurance committee will be determined after discussion with all bargaining units, but each bargaining unit will be represented on the committee on a proportionate basis (i.e., if a union represents 65% of the employees, it will have 65% of the employees membership).

Health Insurance Deductibles: Bargaining unit employees who have paid health insurance deductibles under the Teamsters 727 Benefit Funds for the plan year beginning January 1, 2019, will receive a credit equal to the amount of that deductible paid toward their deductible on the Tollway insurance plan upon being moved to the Tollway plan.

**SCHEDULE A
JOB CLASSIFICATIONS**

ENGINEERING DEPARTMENT

ROADWAY MAINTENANCE:

Equipment Operator/Laborer

Division Welder

Welder

FLEET MAINTENANCE:

Lead Fleet Mechanic

Fleet Mechanic

Fleet Automotive Body Technician

Automotive Attendant

TRAFFIC OPERATIONS:

Sign Maker/Hanger

Division Roadway Lighting

Roadway Lighting

OPERATIONAL SERVICES DEPARTMENT

BUILDING MAINTENANCE:

Mechanical/Electrical

Water/Sewer

Structural

Painter

PROCUREMENT DEPARTMENT

Material Distribution Drivers