STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

Service Employees International Union, Local 73, and American Federation of State, County and Municipal Employees, Council 31, and International Brotherhood of Teamsters, Local 700,	)	
Charging Parties	)	
and	)	Case Nos. S-CA-12-073
	)	S-CA-12-083
Illinois State Toll Highway Authority,	)	S-CA-12-122
Respondent	)	

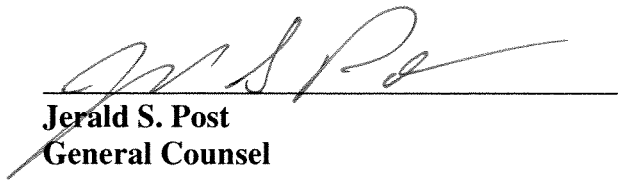
ORDER

On February 19, 2013, Administrative Law Judge Kimberly Faith Stevens, on behalf of the Illinois Labor Relations Board, issued a Recommended Decision and Order in the above-captioned matter. No party filed exceptions to the Administrative Law Judge's Recommendation during the time allotted, and at its May 16, 2013 public meeting, the Board, having reviewed the matter, declined to take it up on its own motion.

THEREFORE, pursuant to Section 1200.135(b)(5) of the Board's Rules and Regulations, 80 Ill. Admin. Code §1200.135(b)(5), the parties have waived their exceptions to the Administrative Law Judge's Recommended Decision and Order, and this non-precedential Recommended Decision and Order is final and binding on the parties to this proceeding.

Issued in Chicago, Illinois, this 16th day of May 2013.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL



Jerald S. Post
General Counsel

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL

Service Employees International Union, Local 73, AFSCME Council 31, and International Brotherhood of Teamsters, Local 700,	)	
Charging Party	)	
and	)	Consolidated Case Nos. S-CA-12-073, S-CA-12-083, and S-CA-12-122
Illinois State Toll Highway Authority,	)	
Respondent	)	

ADMINISTRATIVE LAW JUDGE'S RECOMMENDED DECISION AND ORDER

On November 22, 2011, Service Employees International Union, Local 73 (SEIU), filed unfair labor practice charges with the Illinois Labor Relations Board's State Panel (Board) in Case No. S-CA-12-073, alleging that the Illinois State Toll Highway Authority (Respondent or Tollway), violated Sections 10(a)(4) and (1) of the Illinois Public Labor Relations Act (Act), 5 ILCS 315 (2010), as amended. AFSCME Council 31 (AFSCME) and Teamsters Local 700 (Teamsters) filed similar unfair labor practice charges regarding the same facts and circumstances as the SEIU charge in Case No. S-CA-12-083, filed on November 29, 2011, and Case No. S-CA-12-122, filed on December 28, 2011, respectively. I collectively refer to SEIU, AFSCME, and Teamsters by using the term "Unions." The charges were investigated in accordance with Section 11 of the Act, and, on February 22, 2012, the Board's Executive Director issued a Complaint for Hearing and Order Consolidating Cases in each case filed by the individual Unions, which consolidated the three charges filed by the Unions as described above. In lieu of hearing, the parties submitted a stipulated record to Administrative Law Judge Eileen

Bell on August 2, 2012. After full consideration of the parties' stipulations, evidence, arguments, and briefs, and upon the entire record of this case, I recommend the following.[1]

I. PRELIMINARY FINDINGS

1. I find that the Board has jurisdiction to hear this matter pursuant to Sections 5 and 20(b) of the Act.
2. The parties stipulate, and I find, that the Charging Parties are labor organizations within the meaning of Section 3(i) of the Act.
3. The parties stipulate, and I find, that the Charging Parties have been the exclusive representatives of bargaining units composed of certain of the Respondent's Employees.
4. The parties stipulate, and I find, that the Respondent is a public employer within the meaning of Section 3(o) of the Act.
5. I find that the Respondent is subject to the jurisdiction of the Board's State Panel pursuant to Section 5(a) of the Act.

II. ISSUES AND CONTENTIONS

The Charging Parties allege that Respondent has engaged in an unfair labor practice in violation of Sections 10(a)(4) and (1) of the Act by refusing to bargain in good faith with the Unions regarding its intent to disallow employees' use of non-revenue transponders for commuting purposes, in violation of Sections 10(a)(4) and (1) of the Act.

III. FINDINGS OF FACT

The Illinois State Toll Highway Authority is an instrumentality and administrative agency of the State of Illinois. It consists of approximately 286.5 miles of limited access highway that is part of the expressway system in northern Illinois and the United States Interstate Highway System. Respondent has over 1,652 lane miles, and it serves approximately 1.3 million

[1] This case has been reassigned to the undersigned for purposes of issuing a Recommended Decision and Order.

vehicles with over 2.2 million transactions daily. Respondent is responsible for constructing, maintaining, and operating the toll roads.

As of December 15, 2011, Respondent had approximately 1,457 employees, 1,247 of whom were union employees. SEIU Local 73 represents approximately 545 employees in three bargaining units, including toll collectors, money room employees, custodians, clerks, and warehouse workers. AFSCME represents approximately 234 employees in one bargaining unit, including professional and non-professional administrative employees. Teamsters Local 700 represents approximately 440 employees in one bargaining unit, including roadway maintenance workers. There is one collective bargaining agreement between Respondent and SEIU that covers all three of its bargaining units; the most recent agreement at the time of submission of the stipulated record covered the period from January 1, 2009, to December 31, 2012. The most recent collective bargaining agreement between Respondent and AFSCME covers the period from January 1, 2011, to December 31, 2013. The most recent collective bargaining agreement between Respondent and Teamsters covers the period from October 1, 2010, to September 30, 2014.

Each of the collective bargaining agreements contains a management rights provision. These provisions have slight differences, but are largely similar and describe commonly accepted rights of employers regarding control and direction of the workforce.[2] The SEIU contract also contains a provision titled "Management-Employee Relations Policy", which states, in relevant part: "Whenever practicable, the Employer shall notify the Union in writing within ten (10) working days, and, upon request of either party, discuss with the Union changes in operation

[2] These provisions are included in the parties' stipulated joint exhibits as portions of the individual contracts between Respondent and the Unions.

which will have a substantial impact on employees represented by it. Nothing in this paragraph shall preclude the Employer from implementing such change or changes."

Since at least 1960, Respondent has made non-revenue toll devices, including charge cards, charge plates, and transponders, available for use by employees. From approximately 1960 through 1997, Respondent made non-revenue charge plates available to employees at no cost for the purposes of traveling the Tollway to and from work and in connection with official business. From approximately 1997 through 2001, the non-revenue charge plates were referred to as charge cards and provided for the same purpose. Beginning in 2001 and continuing to the present, non-revenue transponders (commonly known as I-PASS) have been available to all employees for commuting and official business. The non-revenue transponders are provided without cost to employees, except that there is a $10.00 replacement fee in the event that a transponder is lost or stolen.

On or about November 17, 2011, Respondent advised the Charging Parties that it intended to disallow the use of the non-revenue transponders for commuting purposes, effective January 1, 2012. Respondent also notified the Charging parties at this time that employees would be notified at a later date as to what to do with the transponders and that this decision would apply to all employees of Respondent. On or about November 18, 2011, all three Charging Parties demanded to bargain over this determination by Respondent. From on or about November 22, 2011, and continuing thereafter, Respondent failed and refused to bargain over the decision to disallow the use of non-revenue transponders for commuting purposes. Respondent did agree to refrain from implementation of its decision as it related to commuting pending resolution of the unfair labor practice charges at issue here.

Historically, the non-revenue charge plates, cards, and transponders have been made universally available to employees upon request, and were only taken away from employees in the event of fraudulent or abusive use. The parties stipulate that, if a hearing was conducted in this matter, Charging Parties would present sworn testimony that bargaining unit members have used and relied upon the non-revenue charge plates, cards, and transponders for many years for commuting purposes.

Nearly all toll plazas and maintenance garages can be accessed from roads without tolls.[3] However, disallowing the use of non-revenue transponders for commuting will force employees to either pay the full cost of tolls to commute to and from work or alter their routes to avoid tolls, potentially resulting in longer routes to and from work. The parties stipulated that, if a hearing was conducted in this matter, the Charging Parties would present sworn testimony that some of their bargaining unit members potentially stand to pay many additional hundreds of dollars out of pocket in commuting costs if Respondent ends the non-revenue transponder program for commuting.

None of the collective bargaining agreements includes any reference to the issuance and use of non-revenue transponders. With respect to SEIU and AFSCME, both unions discussed the issue of non-revenue transponders in previous collective bargaining negotiations with Respondent, in the context of Respondent's determination to require a new usage log.

IV. DISCUSSION AND ANALYSIS

The Complaint issued against Respondent alleges violations of Sections 10(a)(4) and (1) of the Act. Those sections provide, in pertinent part:

> (a) It shall be an unfair labor practice for an employer or its agents: (1) to interfere with, restrain or coerce public employees in the exercise of the rights

[3] Three toll plazas – 35, 43, and 45 – and one maintenance garage – M2 – cannot be accessed from roads without tolls.

> guaranteed in this Act or to dominate or interfere with the formation, existence or administration of any labor organization or contribute financial or other support to it; provided, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay...(4) to refuse to bargain collectively in good faith with a labor organization which is the exclusive representative of public employees in an appropriate unit, including, but not limited to, the discussing of grievances with the exclusive representative[.]

A. Mandatory Subject of Bargaining

When considering whether an employer has refused to bargain in good faith, it is necessary to determine whether the issue to be bargained is considered a mandatory subject of bargaining. The Illinois Supreme Court set out the test for determining whether an issue is a mandatory subject of bargaining in Central City Education Association v. IELRB, 149 Ill. 2d 496 (1992). Specifically, that case outlined a three-part balancing test. Id. at 523. The first part of the test requires a determination of whether the matter is one involving wages, hours, and terms and conditions of employment. Id. If the answer to this first question is "no", the inquiry ends, and the employer does not have a duty to bargain that issue. Id. If the answer to the first question is "yes", the analysis proceeds to the second question, which considers whether the issue is one of inherent managerial authority. Id. If the answer to the second question is "no", the analysis stops, and the issue is a mandatory subject of collective bargaining. Id. If the answer to the second question is "yes", this analysis requires a third part, which is a balancing of the benefits of bargaining to the decisionmaking process with the burdens imposed by bargaining on the employer's authority. Id. The court contemplated that such balancing determinations would be very fact-specific. Id.

Under the first prong of the Central City analysis, an issue involves wages, hours, and terms and conditions of employment where it (1) involves a departure from previously established operating practices; (2) effects a change in the conditions of employment; or (3)

results in a significant impairment of job tenure, employment security, or reasonably anticipated work opportunities for those in the bargaining unit. City of Belvidere v. ISLRB, 181 Ill. 2d 191, 208 (1998), citing Westinghouse Electric Corp., 150 N.L.R.B. 1574 (1965). In this case, the parties' stipulations make clear that the decision to disallow use of non-revenue transponders by employees for commuting purposes was most certainly a departure from previously established operating practices. Indeed, as the Respondent freely admitted, it had been providing employees with such a benefit since at least 1960.

The Board has not specifically considered whether a non-revenue transponder for the purpose of Tollway commuting constitutes wages, hours, or terms and conditions of employment. However, similar situations have arisen in determining whether an issue is a mandatory subject of bargaining. For instance, in Village of Wilmette, the use of an employer's equipment for personal use by firefighters during off-duty hours was found to affect terms and conditions of employment. 18 PERI ¶ 2045 (ILRB-SP GC 2002). Specifically, the Board's decision in Village of Wilmette agreed with similar reasoning in other states in finding that an economic benefit from an employer is a form of compensation and therefore a term and condition of employment, even where the benefit is not connected to an employee's work. 18 PERI ¶ 2045.

Other vehicle-related policies have also been held to be mandatory subjects of collective bargaining. For instance, in Chicago Housing Authority, the Board held that a mileage reimbursement policy was a mandatory subject of bargaining under the Act because it constituted wages. 7 PERI ¶ 3036 (ILLRB 1991). Moreover, the Board rejected the respondent's reasoning that the mileage reimbursement policy was not a mandatory subject of bargaining because employees could choose not to use personal vehicles. 7 PERI ¶ 3036. The

Board reasoned that even fringe benefits provided to employees on a regular basis that cannot be characterized as gifts are mandatory subjects of bargaining, so the mileage reimbursement at issue was similarly a mandatory subject of bargaining. 7 PERI ¶ 3036. Moreover, in Board of Trustees of University of Illinois v. IELRB, the Illinois Supreme Court held that parking fees for use of University lots were a mandatory subject of bargaining because they affected employees' terms and conditions of employment. 224 Ill. 2d 88 (2007). The court reasoned that, even though employees could choose other parking options for purposes of parking at work, the University lots were more convenient and more conducive to workplace efficiency than the limited, competitive alternative parking options. Id. at 101-102.

Prior to this Board's consideration of such an issue, the question of whether mileage reimbursement, travel pay, car rental fees, and the like constituted wages was considered by the National Labor Relations Board. The NLRB consistently found that such benefits from the employer were wages because they were "'emoluments of value' which accrue to the 'employees out of their employment relationship' in addition to the actual rate of pay earned." Community Electric Service, 271 N.L.R.B. 598, 599 (1994). See also Branch Motor Express Company, 260 N.L.R.B 108 (1982) (vehicle rental fees paid by employer to employees for using personal vehicles for work purposes are mandatory subject of bargaining); Pepsi Cola Bottling Company, 200 N.L.R.B. 922 (1972) (annual reimbursement benefit to driver-salesmen is a mandatory subject of bargaining). The Board has adopted the reasoning of the NLRB in considering similar questions, as in the Board decisions discussed above.

In the case of the non-revenue transponders, when used for commuting purposes, they are indeed connected to an employee's work but also provide an economic benefit associated with their work and wages. The documents submitted by the parties show that the transponders

confer an economic benefit on Tollway employees whereas removal of the transponders would result in an economic loss for the employees should they continue to utilize the toll highway system. While most employees are not per se required to use the tollways to get to work, it appears that doing so is a more efficient and convenient route for many employees. The parties' exhibits note the specific economic benefit conferred on each employee by use of the transponders for the past several years, and one exhibit from the Respondent also describes that the "annual benefit" to employees of providing them with non-revenue transponders would increase from 2011 to 2012. Moreover, employees can be disciplined for misuse of the transponders, giving further weight to the argument that these transponders concern terms and conditions of employment. For the reasons described, the use of non-revenue transponders for commuting purposes meets the first prong of the Central City test because the issue is similar to other vehicle-related issues considered by the Board and Illinois courts and because it impacts the wages and terms and conditions of employment for the employees.

With regard to the second prong of the test, the Respondent has not demonstrated that the use of non-revenue transponders for commuting purposes is a matter of inherent managerial authority. "In order to establish that its managerial discretion is implicated under the second prong of Central City, an employer must present particularized factual evidence linking its objectives with one or more of the enunciated managerial rights stated in Section 4 of the Act." Fraternal Order of Police, Lodge 7, and City of Chicago (Police), 26 PERI ¶ 115 (ILRB-LP 2010), citing County of Cook v. Illinois Labor Relations Board Local Panel, 347 Ill. App. 3d 538, 552 (1st Dist. 2004). Under Section 4 of the Act, managerial rights that involve inherent managerial authority include "such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new

employees, examination techniques and direction of employees." Moreover, Section 4 of the Act provides that employers "shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives." Inherent managerial authority concerns those issues that go to the heart of entrepreneurial control of the employer's business operations. Fraternal Order of Police, Lodge 7, and City of Chicago, 28 PERI 72 (ILRB-LP 2011); see also Board of Trustees, 224 Ill. 2d at 104; Central City, 149 Ill. 2d at 518.

In Board of Trustees of the University of Illinois, the Illinois Supreme Court found that increasing parking fees was not a matter of inherent managerial authority. 224 Ill. 2d at 103-105. Specifically, the Court found the employer's financial arguments on this issue to be purely speculative. Id. Similarly, in this case, the Respondent has offered only a speculative economic justification for its actions in seeking to disallow the use of the non-revenue transponders for commuting. The exhibits submitted by the parties make clear that the Respondent was concerned with the amount that the benefit of providing the transponders would cost, and Respondent appears to have focused chiefly on the costs associated with the benefit and on comparisons to other toll agencies around the country in urging its Finance Committee to disallow use of the non-revenue transponders for commuting. There appears to be little or no articulation from the Respondent as to how continuing to provide this benefit to employees impacts its ability to operate the agency generally or what part the transponders play in the overall budget of the agency. Respondent describes the cost of the program as "enormous," but does not elaborate as to what effect, if any, this cost has on its ability to provide its services to the public. In absence of such evidence linking Respondent's objectives in disallowing the

transponders to a specific management right, I must find that Respondent has not met the second prong of the Central City test and that the issue does not involve inherent managerial rights.

Even if the Respondent had shown that the issue of disallowing the non-revenue transponders was an issue of inherent managerial authority, the Respondent has not satisfied the third prong of the Central City test. Indeed, the Respondent has not presented evidence that shows that the burden to Respondent of negotiating this issue would outweigh the benefit of negotiating this issue with the Unions. The Respondent has not demonstrated an emergency need for this change in policy, nor has it provided evidence that it is experiencing a financial crisis that would necessitate such action.

As SEIU correctly points out in its brief, the parties' exhibits show that the Respondent considered this change internally, researched the change, and presented the proposal for the change inside the organization. In support of its position, SEIU cites Southern Illinois University at Edwardsville, in which the IELRB held that the employer should be estopped from arguing that the burden of negotiating outweighed the benefit because the employer had presented its proposal on parking fee increases to its faculty, staff, and student organizations and gathered their input, leaving no reason why the employer should not also have discussed the proposal with the union. 15 PERI ¶ 1063 (IELRB 1998). In this case, the parties' exhibits demonstrate that the Respondent did not arrive at its decision quickly or without seeking input from within its organization; therefore, Respondent has demonstrated no reason why it could not have also sought input from the unions and bargained the issue before taking action. Therefore, Respondent should be estopped from asserting that negotiation would be too burdensome.

Benefits of negotiation in this case would include the ability for the employees' representatives to bargain over the de facto cut in pay resulting from the inability to use the

transponders and the ability for the unions to participate in providing cost-savings suggestions to the Respondent as alternative solutions. At any rate, Respondent has not demonstrated how any perceived burden on it would outweigh the obvious benefits of negotiating such a policy. Therefore, the third prong of the Central City test has not been met by the Respondent.

B. Failure to Bargain in Good Faith

As shown by the Central City analysis above, disallowing use of the non-revenue transponders is a mandatory subject of bargaining because it affects wages, hours, or terms and conditions of employment for the Respondent's employees. Having so determined, I must consider whether the Respondent's actions constitute failure or refusal to bargain in good faith over this issue. The parties' exhibits and stipulations in this case demonstrate that all three Unions demanded to bargain the issue when Respondent informed them of its intent to unilaterally disallow continued use of non-revenue transponders for employee commuting. It is also undisputed that the Respondent refused these demands to bargain.

In order for a refusal to bargain this issue to be a violation of Section 10(a)(4) of the Act, the unilateral change to terms and conditions of employment must amount to a "material, substantial, and significant change." City of Peoria, 11 PERI ¶ 2007 (ISLRB 1994). In this case, the parties' exhibits show that the Respondent's plan to disallow the use of non-revenue transponders for commuting could result in a significant, substantial cost to employees. Moreover, it is a material change in their terms and conditions of employment because it will affect the way in which they get to work and how much it will cost to do so, through no fault of the employees. The Respondent's argument that most employees should be able to find a non-toll route to work does not negate the fact that the change is material, substantial, and significant.

Therefore, because the Respondent refused to bargain over this issue, the Respondent has violated Section 10(a)(4) of the Act.

C. Waiver of the Right to Bargain

Contrary to the Respondent's assertions, I do not find that any of the Unions waived their rights to bargain over the issue of the non-revenue transponders. It is well established that a waiver of a statutory right must be clear and explicit; general contract provisions will not be inferred to waive statutorily protected rights unless the provision specifically states as much. American Federation of State, County, and Municipal Employees v. ISLRB, 190 Ill. App. 3d 259, 269 (1st Dist. 1989); Metropolitan Edison Co. v. NLRB, 460 U.S. 693, 708 (1983). None of the provisions of any of the applicable collective bargaining agreements cited by the Respondent show a clear and explicit waiver of the right to bargain over the issue of disallowing the use of non-revenue transponders. More specifically, the SEIU Article 1 provision requiring notice to SEIU of potential changes contemplates that the Respondent may implement the change pending negotiation but does not relieve Respondent of its duty to bargain.

Respondent further argues that, because the contracts are silent on the issue of non-revenue transponders but these transponders are discussed in the Respondent's policies and rules, the Unions have waived their right to mid-term bargaining over Respondent's plan to disallow the use of non-revenue transponders for commuting. Generally, where a subject of bargaining has been fully negotiated and is covered in a collective bargaining agreement, the parties have no obligation to bargain that issue further during the term of the contract. City College of Chicago, 10 PERI ¶ 1010 (IELRB 1993); AFSCME, 290 Ill. App. 3d at 269-270. For this to operate as a waiver, such waiver must be clear and unequivocal. AFSCME, 290 Ill. App. 3d at 269. It is the burden of Respondent to establish through express contract language or bargaining history that

the Charging Parties have considered the situation that has arisen and knowingly and unmistakably waived the right to bargain over the issue. Village of Westchester, 5 PERI ¶ 2016 (ISLRB 1989).

In this case, the Employer attempts to rely on broad management rights clauses in the contracts and its own policy manual to support its contention that the Unions have waived their rights to bargain the issue of disallowing the use of non-revenue transponders for commuting. However, it is difficult to see how agreement to the management rights clauses at issue here or failure to object to satisfactory provisions of the policy manual would be sufficient to demonstrate intent on the part of any of the Unions to waive their rights to bargain this issue. Indeed, the Employer seems to urge that the Board interpret the Unions' apparent satisfaction with the status quo as a waiver of the right to bargain over a mid-term change to the transponder use policy of the Respondent. This is simply not supported by the evidence in this case or by the spirit of the Act.

The bargaining history reflects that, at least with respect to two of the applicable contracts, the Respondent discussed with AFSCME and SEIU during the last round of negotiations a change to the transponder policy in the form of its intent to institute logs for transponder use.[4] Respondent argues that this showed that the Unions were aware of Respondent's position that non-revenue transponder use was not a mandatory subject of bargaining, but this argument is not borne out by the record. The fact that Respondent raised issues regarding the transponders during bargaining actually supports a determination that the Respondent knew or should have known that it was required to bargain over changes to the transponder use policy. This fact also supports a determination that the Union had no reason to bargain at that time over whether the transponders would still be available. Indeed, it was

[4] Respondent later determined that it would not institute this change.

apparently clear to all involved that the transponders would remain available for commuting use at the time the contract was negotiated, because the Respondent was intending to employ usage logs for the transponders. The Respondent has not shown that the Unions contemplated the situation that occurred here, namely the Respondent's decision to disallow use of the transponders for commuting, or that they waived the right to bargain over such a decision.[5] In the absence of evidence that the Unions clearly or unmistakably waived their right to mid-term bargaining over the transponder issue, I find no waiver here.

V. CONCLUSIONS OF LAW

I find that the Charging Party has proved by a preponderance of the evidence that the Respondent committed an unfair labor practice when it refused to bargain in good faith as required by Section 10(a)(4) of the Act by failing and refusing to bargain over its intent to disallow the use of non-revenue transponders by employees for commuting purposes.

VI. RECOMMENDED ORDER

IT IS HEREBY ORDERED that Respondent, its officers and agents, shall:

1. Cease and desist from:

    a. Failing and/or refusing to bargain collectively in good faith with the Charging Party by failing and/or refusing to bargain over its intent to disallow the use of non-revenue transponders by employees for commuting purposes.

    b. In any like or related matter, interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them in the Act.

[5] Notably, none of the applicable collective bargaining agreements contain a "zipper clause" foreclosing further bargaining. However, even a zipper clause may need more specific language to be found to be a waiver. See AFSCME, 190 Ill. App. 3d at 270 (finding that, where zipper clause did not discuss specific issue of drug testing and did not more generally foreclose bargaining on withdrawn contract proposals during negotiations, no clear and unmistakable waiver existed on that issue).

2. Take the following affirmative action necessary to effectuate the policies of the Act:

   a. Maintain the status quo with regard to use of non-revenue transponders by employees.

   b. If Respondent intends to move forward with its intent to disallow use of non-revenue transponders by employees for commuting purposes, bargain over this issue with Teamsters Local 700, SEIU Local 73, and AFSCME Council 31.

   c. Post at all places where notices to employees are normally posted, copies of the notice attached hereto and marked "Addendum." Copies of this Notice shall be posted, after being duly signed, in conspicuous places, and be maintained for a period of 90 consecutive days. Respondent will take reasonable efforts to ensure that the notices are not altered, defaced, or covered by any other material.

   d. Notify the Board in writing, within 20 days from the date of this Decision, of the steps Respondent has taken to comply herewith.

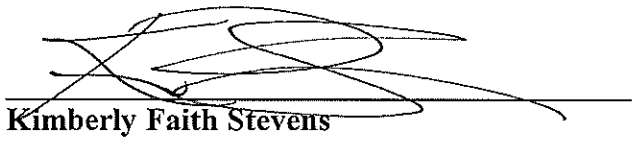
VII. EXCEPTIONS

Pursuant to Section 1200.135 of the Board's Rules, parties may file exceptions to the Administrative Law Judge's Recommended Decision and Order and briefs in support of those exceptions no later than 30 days after service of this Recommendation. Parties may file responses to exceptions and briefs in support of the responses no later than 10 days after service of the exceptions. In such responses, parties that have not previously filed exceptions may include cross-exceptions to any portion of the Administrative Law Judge's Recommendation. Within 7 days from the filing of cross-exceptions, parties may file cross-responses to the cross-

exceptions. Exceptions, responses, cross-exceptions and cross-responses must be filed with the General Counsel of the Illinois Labor Relations Board, 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601-3103, and served on all other parties. Exceptions, responses, cross-exceptions and cross-responses will not be accepted at the Board's Springfield office. The exceptions and/or cross-exceptions sent to the Board must contain a statement listing the other parties to the case and verifying that the exceptions and/or cross-exceptions have been provided to them. The exceptions and/or cross-exceptions will not be considered without this statement. If no exceptions have been filed within the 30-day period, the parties will be deemed to have waived their exceptions.

Issued at Springfield, Illinois, this 19th day of February, 2013.

STATE OF ILLINOIS
ILLINOIS LABOR RELATIONS BOARD
STATE PANEL



Kimberly Faith Stevens
Administrative Law Judge

NOTICE TO EMPLOYEES

FROM THE ILLINOIS LABOR RELATIONS BOARD

The Illinois Labor Relations Board has found in Case Nos. S-CA-12-073, -083, and -122 that the Illinois State Toll Highway Authority violated the Illinois Public Labor Relations Act and has ordered us to post this Notice. We hereby notify you that:

The Illinois Public Labor Relations Act gives you, as an employee, these rights:

To engage in protected, concerted activity.
To engage in self-organization.
To form, join, or help unions.
To bargain collectively through a representative of your own choosing.
To act together with other employees to bargain collectively or for other mutual aid or protection.
And, if you wish, not to do any of these things.

Accordingly, we assure you that:

WE WILL NOT fail or refuse to bargain collectively in good faith with AFSCME Council 31, SEIU Local 73, and/or Teamsters Local 700 as the exclusive representatives of bargaining units at the Illinois State Toll Highway Authority regarding the use of non-revenue transponders by employees for commuting purposes.

WE WILL NOT in any like or related manner interefere with, restrain, or coerce employees in the exercise of their rights guaranteed them under the Act.

WE WILL maintain the status quo with regard to use of non-revenue transponders by employees.

WE WILL bargain over this issue with Teamsters Local 700, SEIU Local 73, and/or AFSCME Council 31 if we intend to move forward with disallowing use of non-revenue transponders by employees for commuting purposes.

This notice shall remain posted for 90 consecutive days at all places where notices to our bargaining unit members are regularly posted.

Date: _____ Illinois State Toll Highway Authority
(Employer)