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Title: **Ohio Turnpike Commission (Toll Operations & Maintenance Agreement) and International Brotherhood of Teamsters (IBT), Local 436 (2002)**

K#: **810447**

Location: **OH**

Employer Name: **Ohio Turnpike Commission (Toll Operations & Maintenance Agreement)**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **436**

SIC: **4785**

NAICS: **488490**

Sector: **S**

Number of Workers: **1000**

Effective Date: **01/01/02**

Expiration Date: **12/31/04**

Number of Pages: **29**

Other Years Available: **N**

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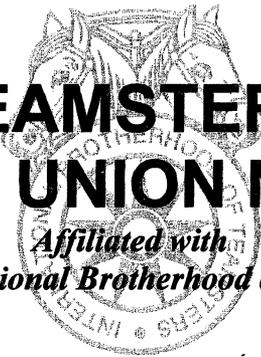
COLLECTIVE BARGAINING AGREEMENT

between



**THE
OHIO TURNPIKE
COMMISSION**

and



**TEAMSTERS
LOCAL UNION NO. 436**

*Affiliated with
The International Brotherhood of Teamsters*

V102--12/31/04

54 pages

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AGREEMENT

THIS AGREEMENT is entered into by and between Ohio Turnpike Commission (hereinafter referred to as the "Commission") and Teamsters Local Union No. 436, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), which is the exclusive representative of two bargaining units including all regular full-time nonsupervisory field employees in the Toll Operations and Maintenance Departments of the Commission, except section clerks, and sign shop clerks, and all part-time nonsupervisory field employees in the Toll Operations Department of the Commission. Each Article in the Agreement is designated as applying to (Full-Time), (Part-Time) or (Both).

WITNESSETH:

WHEREAS, the parties hereto have reached an agreement as a result of collective bargaining, they hereby contract with each other as follows, it being their intent and purpose that this agreement shall determine the terms and conditions of employment to prevail and to be observed during the period of the agreement.

ARTICLE 1- PURPOSE AND INTENT OF THE AGREEMENT (BOTH)

- 1.1 The Commission hereby recognizes the Teamsters Local Union No. 436, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the purpose of collective bargaining on all matters pertaining to wages, hours, terms and other conditions of employment for all employees in each of the respective bargaining units. The bargaining units for which this recognition is accorded are defined in the Certifications issued by the State Employment Relations Board on March 28, 2002 (Case No. 01-REP-09-0217 and Case No. 01-REP-11-0271).
- 1.2 This agreement may be amended only by written agreement between the Commission and the Union. No verbal statement shall supersede any provisions of this Agreement. The Commission will satisfy its collective bargaining obligation before changing a matter which is a mandatory subject of bargaining.
- 1.3 The Commission shall not enter into any agreement or contract with the Employees covered by this Agreement which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void.

ARTICLE 2- MANAGEMENT RIGHTS (BOTH)

- 2.1 Except as expressly limited by relevant statutes and codes or provisions of this Agreement, and reserving unto the Commission any and all management rights which, by law, may not be bargainable, the Commission shall have and retain, solely and exclusively, all other managerial responsibilities, power and authority, which shall include, but not be limited to the following: the right to establish reasonable policies; to establish, change or abolish job classifications or the job content of any classification; to hire, layoff and recall employees to work; to control and regulate the use of machinery, equipment and other property of the Commission; to introduce new or improved research,

development and services; to determine the number and types of employees required and to assign work to such employees in accordance with the operational needs of the Commission; and to direct the work force, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3 - UNION RIGHTS (BOTH)

- 3.1 In addition to their regular work duties, stewards shall be permitted a reasonable amount of time, without loss of pay to investigate and present grievances and represent employees in meetings with employees on Commission premises. Stewards may receive and discuss complaints and grievances of employees on Commission premises. Such activities shall be permitted, providing they do not interfere with the safe and efficient operations of the Commission. Employees having a legitimate need for the services of their steward shall notify their supervisor. Before performing his or her duties, the steward shall first notify and make mutual arrangements with his or her supervisor. Supervisors shall not unreasonably withhold consent.
- 3.2 Union representatives shall be permitted access to maintenance buildings and toll plaza utility buildings during normal work hours and shall be allowed reasonable contact with bargaining unit employees, provided that there is no interference with the safe and efficient operation of the Commission.
- 3.3 The Union shall furnish the Commission with a written list of stewards, indicating the bargaining unit, department and shift to which each is assigned. The Commission shall furnish the Union with a list of immediate supervisors, indicating the department and shift, if any, to which each is assigned. The parties shall advise of changes in stewards or supervisors in writing.
- 3.4 The Commission shall provide one (1) enclosed, locking bulletin board in each maintenance building and toll plaza for the use of the Union to publicize meetings, other events involving the Union and for other Union business. It is the responsibility of the Union to furnish locks and keys and maintain the bulletin boards.
- 3.5 Union stewards may be excused without pay for union business absences to attend steward council meetings and contract administration training. Union business absences shall be limited to a combined maximum of eighty (80) workdays per calendar year. No more than one (1) trades person, mechanic or custodian, per location, will be excused at the same time. Notice of Union business absences shall be given to the Commission by serving written notice on the Human Resources Manager, with copies to each Department Head, together with a list of proposed attendees at least seven (7) days in advance.
- 3.6 Upon reasonable advance notice of at least forty-eight (48) hours to the appropriate department head, the Union shall be permitted to conduct on-site employee meetings, up to a maximum of four (4) one hour meetings per year, per building in the maintenance department and up to a maximum of eight (8) one hour meetings per year, per facility in the toll operations department. Such meetings may be held provided they do not interfere

with the normal operations of the Commission or with the regular work schedules of employees.

ARTICLE 4 - UNION DUES - FAIR SHARE FEES (BOTH)

- 4.1 Except as noted below, the Commission shall deduct dues from an employee's wages upon receipt from the Union of an authorization card bearing the signature of the employee.
- 4.2 Voluntary payroll deductions for DRIVE shall be permitted upon receipt from the Union of an authorization card bearing the signature of the employee.
- 4.3 The Union shall assess a fair share service fee against employees who elect not to become members of the Union and against new employees who do not become members of the Union, as provided by the following provisions. The fair share service fee charged against non-members shall not exceed the amount of dues uniformly required of members of the Union.
- 4.4 For bargaining unit members who do not elect to become members of the Union within sixty (60) calendar days after the effective date of this Agreement, or within sixty (60) days following his/her initial day of work, the Commission shall deduct a fair share service fee from the employee's wages. No fair share service fee shall be assessed or collected during the first sixty (60) days following a new employee's initial day of work.
- 4.5 If any member of the bargaining unit from whom a fair share service fee is charged objects to the imposition of such fee either on the grounds that the amount charged is inaccurate or that the bargaining unit member is one against whom a service fee may not be assessed, this objection shall be raised with the Union and be subjected to the Union's internal rebate procedure.
- 4.6 All payroll deductions referenced in this Section shall be made during the first payroll period each month. Funds shall be transmitted to the Union upon payroll deduction. Upon receipt, the Union shall assume full responsibility for the disposition of said funds.
- 4.7 Names and addresses of all new bargaining unit employees shall be provided to the Union on a monthly basis.
- 4.8 The Union shall indemnify and save the Commission harmless from any and all claims, suits, orders or judgments brought or issued against the Commission as a result of any action arising out of or resulting from the implementation of this Article.

ARTICLE 5 - LIMITATIONS ON NON-BARGAINING UNIT MEMBERS DOING BARGAINING UNIT WORK (BOTH)

- 5.1 Supervisors and any other non-bargaining unit personnel, except Summer seasonal 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; (4) in emergency situations, e.g. safety

of a patron; (5) customer transaction or intervention; (6) equipment or material delivery and setup; or (7) coverage for breaks and meals at all gates utilizing two (2) lines per shift or less, with the exclusion of Interchanges 142 (8(A)) and 151 (9(A)) until they are renovated.

- 5.2 Summer seasonal employees shall not be used to diminish the work opportunities of employees covered by this agreement and shall only be permitted to perform the following work: Ready snow and ice equipment, assist maintenance personnel, police grounds, clean buildings, painting and sandblasting.

ARTICLE 6 - NON-DISCRIMINATION (BOTH)

- 6.1 Neither the Commission nor the Union shall unlawfully discriminate against any employee of the bargaining units on the basis of race, sex, color, religion, age, national origin, political affiliation, union affiliation and activity, handicap or sexual orientation, or discriminate in the application or interpretation of the provisions of this Agreement. In addition, the Commission shall comply with all the requirements of the Americans with Disabilities Act and the regulations promulgated under this Act.
- 6.2 No employee shall be discriminated against, intimidated, restrained, harassed or coerced in the exercise of rights granted by this Agreement.

ARTICLE 7 - SENIORITY (FULL-TIME)

- 7.1 Seniority is defined as an employee's total length of continuous employment with the Commission. Employees who successfully complete their probationary period shall, for purposes of this Agreement, be vested with seniority as of their date of hire.
- 7.2 Seniority shall be broken, and his/her rights to seniority shall cease upon the following:
- Voluntary termination of employment;
 - Discharge for just cause;
 - Acceptance of other employment while on leave; except for Union Leave, as provided herein;
 - Layoff in excess of twenty-four (24) consecutive months;
 - Absence due to illness or injury in excess of twelve (12) consecutive months; or
 - Absence due to Workers' Compensation injury or illness in excess of twelve (12) consecutive months.
- 7.3 For employees returning to employment with the Commission pursuant to R.C. §145.362, following a disability leave of absence of less than five (5) years, seniority shall be reinstated effective from the last date of employment prior to the disability leave.

- 7.4 When an employee whose continuous service has been broken by any of the causes listed in section 7.2 above, and is reemployed subsequent thereto, he/she shall be considered a new employee of the Commission, unless Section 7.3 applies.
- 7.5 Newly hired permanent employees shall be regarded as probationary employees for the first six (6) months of their employment and shall not be entitled to seniority during that period. Upon successful completion of this period, the seniority of such employees shall be effective as of the date of their last hire.
- 7.6 Absence due to sickness or accident disability or other approved leave of absence shall not constitute an interruption of continuous service unless seniority has been broken by any of the causes listed in Section 7.2 above and Section 7.3 does not apply.
- 7.7 The Commission will semiannually post seniority lists on applicable bulletin boards for each of the bargaining units, as defined in Article 1 hereof. A copy of said list shall be forwarded to the Union. Information with respect to all personnel matters (i.e., new hires, reclassifications, postings, vacancies, and/or seniority lists) shall be made available to all Union Stewards at the various work locations affected and shall be forwarded to the Union Hall within ten (10) working days of Commission approval. Posting on the bulletin boards of personnel matters will be considered as notification to the Union Stewards.
- 7.8 The seniority of employees who are hired on the same day shall be determined by the drawing of "lots."
- 7.9 Except where amended, seniority shall prevail in filling job vacancies, work assignments, layoffs, recall, vacation selection and bumping rights.
- 7.10 In the event a layoff becomes necessary, the following shall apply:
- In toll:
- All probationary part-time employees shall be laid off first;
 - Then, non-probationary part-time employees by seniority;
 - Then, full-time toll employees by seniority who volunteer for the layoff; and
 - Then, full-time toll employees by seniority.
- In maintenance:
- All probationary employees shall be laid off first;
 - Then, non-probationary employees by seniority who volunteer for the layoff; and
 - Then, non-probationary employees by seniority.

- 7.11 When laid-off employees are recalled, the employee with the greatest seniority shall be the first to be called back.
- 7.12 Employees to be laid-off shall be given two (2) weeks' notice or, in lieu thereof, two (2) weeks' pay.
- 7.13 Senior qualified employees may exercise their bumping right in the event of layoffs by displacing a less senior employee.
- 7.14 In the event the Commission determines that it is necessary to permanently layoff employees, it shall provide the Union with a ninety (90) day notice and bargain with the Union about the decision to permanently layoff and the effects of the layoff.

ARTICLE 8 - VACANCIES (FULL-TIME)

- 8.1 Filling of all permanent vacancies and new jobs created during the term of this agreement shall be made on the basis of seniority.
- 8.2 Whenever a vacancy occurs in the bargaining unit, the Commission will post notice of such vacancy for a period of seven (7) calendar days at every installation.
- 8.3 Bargaining unit employees shall file their bids within the prescribed time limits.
- 8.4 The successful bidder shall be awarded the bid position within twenty (20) workdays following the closing of the bid.
- 8.5 The successful bidder shall be given a thirty (30) day trial period, except for skilled trades and transfer between departments, which shall be one hundred eighty (180) days, to prove their ability to do the job. If an employee is unable to perform duties of a bid position, they shall be notified of the reasons and returned to their former position. Such employee shall retain the right to grieve the decision to return them to their former position, if so desired.
- 8.6 **Filling of Vacancies in the Toll Department.** In tolls, the vacancy shall be filled in the following order:
 - a. To the most senior full-time bidder at the toll plaza where the vacancy occurs.
 - b. If no full-time bidder at the plaza, then to the most senior full-time bidder from any of the other toll plazas.
 - c. If there are no qualified bidders for a vacancy in toll, then the most senior qualified bidder from the maintenance department shall be awarded the vacancy before a part-time toll collector or new hire fills the vacancy.
 - d. If no qualified full-time employee bids on the job, to the qualified part-time employee bidding and being awarded the vacancy pursuant to Side Letter C.

- 8.7 **Filling of Vacancies in the Maintenance Department.** When a vacancy occurs in the maintenance department, the vacancy shall be filled in the following order:
 - a. To the most senior qualified bidder at the installation where the vacancy occurs.
 - b. If there is no bidder from the installation where the vacancy occurs, then the vacancy will be awarded to the most senior qualified bidder from any of the other installations who bid on the vacancy.
 - c. If there are no qualified bidders from the maintenance department, then the vacancy will be awarded to the most senior qualified toll collector bidding on the vacancy before a new hire fills such vacancy.

ARTICLE 9 - DISCIPLINE (BOTH)

- 9.1 Disciplinary action shall only be imposed upon an employee for just cause.
- 9.2 It is recognized that the degree of the penalty in discipline cases should be in keeping with the seriousness of the offense. The Commission and the Union agree to adopt a program of progressive discipline for all but the most serious offenses. After the Commission has followed the procedure set forth in Section 9.5, discipline for just cause shall be issued as follows:
 - a. **First Offense:** The employee shall receive an oral reprimand in the presence of a union steward or union agent.
 - b. **Second Offense:** The employee shall receive a written reprimand in the presence of a union steward or union agent.
 - c. **Third Offense:** The employee shall receive a three-day suspension in the presence of a union steward or union agent.
 - d. **Fourth Offense:** The employee shall be subject to discharge. If discharged, the employee shall be notified of the termination and be given a written termination notice in the presence of a union steward or union agent.
- 9.3 The Commission reserves the right to invoke summary discharge without prior warning for the most serious offenses; however, should the Commission invoke summary discharge, the burden of proof will be on the Commission to show with clear and convincing evidence that the seriousness of the offense outweighed the obligation to apply the provisions of the above discipline procedure.
- 9.3 The following offenses shall constitute just cause for immediate discharge without adhering to progressive discipline procedures:

- a. Insubordination;
 - b. Physical assault on a supervisor or any other employee or Turnpike customer;
 - c. Theft, embezzlement or conviction of a felony;
 - d. Loss of driver's license because of driving on duty under the influence of alcohol or controlled substance;
 - e. The intentional falsification of official records or medical records;
 - f. The unauthorized use, entry, alteration or destruction of computer systems, hardware, software or information contained therein; and
 - g. Failure to report an accident involving Commission vehicles or equipment by the completion of the shift, unless unable to report because of medical reasons.
- 9.4 Reprimands and suspensions shall remain effective for a period of twelve (12) months from the date of the last occurring offense. The twelve (12) month period shall begin on the date of the offense.
- 9.5 No employee shall be disciplined or discharged until the union steward is notified, the employee is notified of the alleged offense and any evidence in support of the alleged offense, and the employee is given the opportunity to respond.
- 9.6 All employees shall be entitled to the presence of a union steward in any meeting in which an employee reasonably believes that the meeting or matters discussed therein may be used to support disciplinary action.

ARTICLE 10 - PERSONNEL FILES (BOTH)

- 10.1 An employee shall have the right to review the contents of his/her personnel file, other than confidential information, including pre-employment material such as references, interview sheets and administrative notes received prior to hire. Such review may be scheduled by arranging an appointment with the Human Resources Department. Positive evaluations and commendations will be included in the personnel file in addition to unfavorable evaluations and reprimands.

ARTICLE 11 - GRIEVANCE PROCEDURE (BOTH)

- 11.1 A "grievance" shall be any complaint, controversy or dispute arising between the Commission and the Union or any employee or employees concerning questions of interpretation or application of the terms, conditions and provisions of this Agreement.
- 11.2 An employee who has worked continuously for the Commission for more than sixty (60) days may grieve any aspect of this Labor Agreement, except that the discipline or

discharge of any employee who has not acquired seniority under Article 7 or Article 41 shall be final and binding and not subject to the Grievance and Arbitration Procedure.

- 11.3 Any grievance arising between the Commission and the Union, or an employee(s) represented by the Union, shall be settled in the manner listed below. A Union representative may attend any grievance meeting. Class action or serious discipline (suspensions or discharges) grievances shall be filed at Step 3. All time limits must be followed unless extended in writing by mutual consent of the Commission and the Union.

Step 1: The employee(s), with or without a Union Steward present, will attempt to resolve the grievance by discussion with the employee's supervisor within ten (10) calendar days of the time the employee knew or should have known of the events giving rise to the grievance. Failure to attempt to resolve the grievance with the immediate supervisor at Step 1 will result in the grievance being waived. If no supervisor response is given, or if the employee is dissatisfied with the response, or if the meeting is not able to be held within ten (10) calendar days, the grieving employee(s) may proceed to Step 2 of the procedure.

Step 2: If the grievance is not resolved in Step 1 or in accordance with the time limit therein, the grieving employee(s) shall formally present the grievance, in writing, to the foreman or toll supervisor. The written grievance must be submitted on a completed form provided by the Union.

The Step 2 meeting shall be held within five (5) calendar days after receipt of the written grievance thereof in a meeting between the Business Agent, Steward, Grievant, any necessary witnesses, and the Division Superintendent or District Toll Supervisor or designee of either. The grievance meeting shall be scheduled at a time so as to minimize any impact upon the operation of the business or lost work time by any employee, and such meeting may be scheduled either immediately before or after the grievant's (grievants') normal working hours. The Division Superintendent or District Toll Supervisor or designee of either shall respond to the Business Agent and Steward in writing within five (5) calendar days of the Step 2 meeting. No employee shall lose pay for their attendance at this meeting if held during normal working hours and shall be paid straight time if the meeting occurs on employee's day off.

Step 3: If the grievance is not settled, it shall automatically be appealed to the Executive Director or his designee at the Step Three (3) meeting. There shall be scheduled among the parties at least one Step Three meeting per month to be held on the second Thursday of each month, unless otherwise mutually agreed upon by the parties. If the Commission provides less than eight (8) hours for the meeting, or all grievances have not been heard, another meeting will be scheduled within one (1) calendar week, unless another day is agreed to by the parties. The Step Three (3) meeting shall be held at the Commission's administrative offices in Berea unless other arrangements are mutually agreed upon. The Business Agent, steward and grievant may be present. If the grievance concerns discipline, the grievant shall not lose pay for his/her attendance at this meeting and shall be paid straight time if the meeting occurs on the grievant's day off. The steward shall be paid for attendance at the Step Three (3) meeting for all grievances. No later than five

(5) days after the Step Three (3) meeting, a written disposition will be provided to the Steward and the Union.

ARTICLE 12 - ARBITRATION PROCEDURE (BOTH)

- 12.1 This procedure will be used to expeditiously process arbitration cases when the Union requests, in writing, the processing of the case through arbitration.
- 12.2 If the Union is not satisfied with the disposition at Step 3 of the grievance procedure, it shall give written notice to the Executive Director of the Commission of its request for arbitration within thirty (30) calendar days of the Step 3 disposition.

12.3 **Establishment of the Panel of Arbitrators.** The parties hereby appoint the following arbitrators for the term of the labor agreement.

1. Marvin Feldman 2. James Mancini 3. Robert Vana

12.4 **Arbitration Procedure.** When an arbitration case is to be processed using this procedure, the parties shall meet within five (5) calendar days (excluding Saturdays, Sundays and holidays) after written request for use of the arbitration procedure for the following purposes:

- a. to determine whether the grievance can be resolved; and
- b. to determine whether either party believes multiple hearing days will be necessary.

If the grievance cannot be resolved, the arbitrator will be selected by rotation from the panel in Section 12.3, starting with the first name appearing alphabetically. If an arbitrator is selected and the arbitration is cancelled, such arbitrator will be selected for the next case, unless a cancellation fee has been charged, in which case, the next arbitrator on the list will be selected. The hearing date(s) shall be established at the time the arbitrator is selected and called and shall be within thirty (30) calendar days of receipt of the notice of appointment.

A transcript of the hearing shall be taken, and the parties will have thirty (30) days from the receipt of the transcript to submit briefs to the arbitrator. The arbitrator shall have thirty (30) days from the date briefs are received to prepare and issue his/her decision in the case. In all other matters, the rules of the American Arbitration Association for labor arbitration shall govern the procedure. The parties shall equally split the costs of the court reporter, transcript and Arbitrator. The decision of the Arbitrator shall be final and binding. In the event the Commission files a legal action to vacate any arbitration award, the Commission shall comply with the term of the award during the pendency of such legal action and deposit any funds ordered to be paid pursuant to the award with the court.

The parties may, by mutual agreement, extend the time frames set forth above.

- 12.5 **Replacement of Arbitrators.** If an arbitrator who was selected to be on the panel dies or states that he/she no longer wishes to remain on the panel, he/she shall be replaced by the parties mutually selecting an arbitrator.

ARTICLE 13 - LEAVES OF ABSENCE (BOTH)

13.1 **Application of Family Medical Leave Act.** The Commission will comply with all provisions of the Family Medical Leave Act ("FMLA"). Employees on FMLA shall receive health insurance in accordance with the Act. The Employee may elect to use any accrued vacation at the time of leave under the FMLA.

13.2 **Leave No Pay.** Other Leave may be granted without pay. Leave shall not be granted in excess of one (1) month but may, under proper circumstances, be renewed from month to month, provided that renewals cannot be granted for a total cumulative period of more than six (6) months. Sick leave will not be cumulative during leave granted hereunder nor will vacation credits be earned. Insurance, including dental and vision care coverage, will be terminated if the leave results in absence of more than thirty (30) calendar days. Such termination shall take effect on the first day of the calendar month following the thirty (30) day absence, provided that such insurance coverage will be continued if the employee elects to pay the premium cost of the insurance, including dental and vision coverage. An employee who has been on leave of absence without pay for more than six (6) months shall be considered terminated, and at that time, the privilege of obtaining insurance coverage through payment shall be discontinued subject to the employee's rights under C.O.B.R.A.

13.3 However, an employee who is not entitled to insurance coverage because he/she is not receiving sick leave pay, or is not on leave no pay due to an on-the-job injury, shall nevertheless receive insurance, including dental and vision coverage, on the following conditions:

- a. The employee is temporarily and totally disabled due to an illness, including pregnancy or an injury not compensable under the Workers' Compensation Act.
- b. Such coverage shall terminate one hundred and eighty (180) days after the beginning of such disability.
- c. The employee is not eligible for disability retirement benefits under Public Employees Retirement System.
- d. Satisfactory evidence of temporary total disability is furnished to the Commission, including a detailed doctor's report as to the cause and nature of the disability and prognosis and as to the expected duration thereof.

13.4 Within reasonable limits, and exercising authority prudently, any department head may grant any employee leave, other than vacation or sick leave, without pay, when in the

opinion of the department head, such action is warranted and the work of the department will not be impaired.

- 13.5 Absence without permission of the department head shall be cause for disciplinary action, and repeated absence shall be just cause for dismissal.

ARTICLE 14 - MILITARY LEAVE (FULL-TIME)

- 14.1 An employee who is a member of the active organized reserve of the Army, Navy, Air Force, Marines or Coast Guard of the United States or of the National Guard while under competent orders for active military duty, shall be granted leave with regular pay for not more than a total of one hundred seventy-six (176) hours in any calendar year.

Any employee called or ordered to military duty for more than one (1) month because of an executive order issued by the President of the United States or by Act of Congress will be paid the lesser of the following:

- a. The difference between the employee's gross monthly wage or salary and the sum of the employee's gross uniformed pay and allowances received that month; or
- b. Five Hundred Dollars (\$500.00).

The Commission shall abide by all state and federal laws, regulations and executive orders concerning military leave, i.e., O.R.C. Section 5923.05 and Title 38 USC Sections 4301-4333, and shall not diminish any rights granted thereby.

ARTICLE 15 - LABOR/MANAGEMENT RELATIONS COMMITTEE (BOTH)

- 15.1 The Commission and the Union shall establish a joint committee for labor management relations. When committee meetings are scheduled during a participant's regularly scheduled working hours, there shall be no loss of pay for attendance at such meeting for up to a maximum of seven (7) employees. Employees will be reimbursed mileage for travel to and from such meeting if the Commission does not offer transportation.
- 15.2 There shall be a Labor/Management Relations Committee established that shall meet up to three (3) times per year to discuss matters other than individual grievances. Any proposed agenda items must be exchanged by the Union President and the Human Resources Manager or such other position designated by the Executive Director at least three (3) days prior to any scheduled meeting. In no event shall either party's number of representatives exceed eight (8) members.

ARTICLE 16 - SAFETY (BOTH)

- 16.1 There shall be two (2) joint committees on safety and health, one from the toll operations department and one from the maintenance department. Three (3) members of each committee shall be from non-supervisory personnel and selected by the Union, and three (3) members of each committee shall be from administration and selected by the Executive Director. Each committee shall select a chair. Each committee shall meet at

the request of either the Union or management representatives, but except in cases of emergency, committees shall not meet more often than once each calendar quarter. Items to be included on an agenda should be submitted with the request for the meeting. When committee meetings are scheduled during a participant's regularly scheduled working hours, there shall be no loss of pay for attendance at such meeting. Employees will be reimbursed mileage for travel to and from such meeting if the Commission does not offer transportation.

- 16.2 The Commission shall provide equipment, safety devices and accessories required for the job. The Commission shall maintain all equipment in safe operating condition and shall comply with all requirements of law applicable to equipment used by its employees. If a complaint is made concerning the condition of such equipment, the equipment shall be investigated by the appropriate supervisor, together with a mechanic, as soon as practicable, and if the supervisor finds the equipment to be unsafe, the Division Superintendent will be notified, and the equipment shall be put in safe condition or removed from use until it is put in safe condition.
- 16.3 The Commission will promptly give notice to the Union President of an accident that occurred on the Turnpike resulting in an employee death or life-threatening injury.
- 16.4 The Commission shall comply with all local, state and federal health and safety laws and regulations. No employee will be expected to perform work that is unsafe. Should an employee complain that his work requires him to be in an unsafe or unhealthy situation in violation of accepted safety rules, the matter shall be promptly investigated by the Commission. If investigation discloses an unsafe condition, corrective action shall be taken immediately. Further, no retaliatory or discriminatory action shall be taken against any employee who reports the condition.
- 16.5 Commission employees have always been expected to use proper care in the operation of all vehicles, in the operation of all equipment and to comply with all applicable laws, rules and regulations pertaining to operations.
- 16.6 Employees shall report as soon as possible to their immediate supervisor any accident in which they are involved and, except for injury which prevents such action, shall make written report to their supervisor when requested to do so by their supervisor, giving full details and explanation of the accident. In accidents involving damage to vehicles, persons or property, such accidents shall be investigated, where appropriate, by the Highway Patrol.
- 16.7 Accidents shall be classified by the administration following investigation as chargeable or non-chargeable. If it is concluded that the employee was negligent and that the accident was the result of the employee's negligence, the accident shall be classified as a chargeable accident.
- 16.8 Employees shall not be held financially responsible for loss or damages unless gross negligence has been demonstrated.

- 16.9 The Commission shall provide the required forms for the purpose of reporting losses, faulty equipment and accidents.
- 16.10 The Commission will provide training and/or other information on hazardous materials employees encounter on the job. All employees shall have access to information on all toxic substances in the workplace pursuant to current OSHA regulations.
- 16.11 The Commission shall provide first aid materials in each maintenance building and toll plaza.
- 16.12 The Commission shall be responsible for maintaining clean, sanitary and safe facilities.
- 16.13 Employees shall promptly be notified of and be permitted to answer or return incoming emergency phone calls via the Commission's telephones.

ARTICLE 17 - USE OF VEHICLES ON COMMISSION BUSINESS (BOTH)

- 17.1 The Commission provides an automobile pool to furnish transportation for those employees who are required to use an automobile on Commission business. Employees who may use private vehicles on Commission business will not be compensated for such use, except when such use has been specifically authorized. Such authorization for the use of private vehicle will be given only when no Commission vehicle is available. Authorization for the use of private vehicles may be given only by the Executive Director or persons specifically designated by him to exercise such authority. When an employee is directed and authorized to use his or her private vehicle on Commission business, the employee will be reimbursed at the rate per mile, as permitted by the IRS, for the use thereof and, in addition, will be reimbursed for the necessary tolls or parking charges paid in the course of such use, upon submission of a standard expense voucher.
- 17.2 Prior to the use of private automobiles on Commission business and/or the use of the Commission-owned vehicles, it is the employee's responsibility and obligation to inform the Commission if they do not possess a valid driver's license and/or carry automobile liability insurance, pursuant to Ohio Revised Code, Section 4509.51.

ARTICLE 18 - GENERAL PROVISIONS (BOTH)

- 18.1 **Subcontracting.** The Commission shall not subcontract work that is presently being done, or which has been traditionally done by bargaining unit members, in any circumstances which result in the permanent layoff of bargaining unit members.
- 18.2 **Separation of Employment.** In the event of discharge or termination of employment, an employee shall receive payment for all wages due and the established proportion of earned, but unused, sick and vacation leave within thirty (30) days of date of separation. Calculation of and payment for unused sick and vacation leave shall be in accordance with the applicable Sections of this Agreement.

ARTICLE 19 - DRUG AND ALCOHOL TESTING (BOTH)

- 19.1 An employee may be required to undergo medical testing under the following circumstances:
- There is reasonable suspicion to believe, based on specific objective facts, that an employee is under the influence of alcohol or drugs or has used such substances on Commission property. Such reasonable suspicion must be documented in writing and supported by two (2) witnesses whenever possible;
 - The Employee is involved in a work-related accident involving a commercial motor vehicle, and the accident involved the loss of human life;
 - The employee is involved in a work-related accident resulting in personal injury;
 - The employee has had a prior positive test for a controlled substance or an alcohol test with a Blood Alcohol Content ("BAC") of .04 or greater; or
 - The employee is involved in a work-related accident involving any motor vehicle, and the employee receives a citation for a moving traffic violation arising out of the accident.

Further, all employees whose duties include activities that impact on the safety of coworkers or the public will be subject to random testing. Testing procedures shall be consistent with CDL testing requirements.

- 19.2 If there is a positive test for a controlled substance, or an alcohol test with a BAC of .04 or greater, the employee shall not receive disciplinary time off from work for the first instance of such positive result.
- 19.3 Upon notification to the Commission of a positive test result, the employee shall be immediately placed on leave, no pay status, pending a report from a Substance Abuse Professional that the employee may return to work. If there is a second rehabilitation program, the employee shall only be entitled to one-half (1/2) of the medical benefits related to that second rehabilitation program. On the third occasion an employee tests positive, employment with the Commission shall be terminated. Failure to comply with the Substance Abuse Professional's recommendations will also result in termination of employment.
- 19.4 Any employee returning to work after a positive test shall be subject to unannounced follow-up testing for a period of one (1) year unless a longer period is recommended by the Substance Abuse Professional.
- 19.5 The Commission shall give the Union reasonable notice of random drug testing and permit a Business Agent to observe the process in which employees are selected for random testing. Should the employees selected not be tested on the day of random selection, the Business Agent shall affix his signature to the random list generated.

ARTICLE 20 - ATTENDANCE (FULL-TIME)

20.1 Attendance at work is important. Frequent absences, tardiness or early departures disturb the schedules of your co-workers as well as disrupt the Commission's efficient operation. Failure to meet attendance expectations will result in affirmative steps to encourage compliance with basic attendance standards. Repeated failure to meet attendance expectations will lead to discipline, up to and including termination.

Attendance shall be measured on an occurrence basis. Employees will be charged with an occurrence for a variety of conduct. Occurrences will be accrued over a rolling twelve (12) month period. The following schedule describes how occurrences shall be measured:

a. Absenteeism.

- (i) **Excused Absences (Greater than four (4) hours):** Each period of consecutive, excused absence greater than four (4) hours shall count as one (1) occurrence, except as excluded below.
- (ii) **Excused Absences (Four (4) hours or less):** Each excused absence of four (4) hours or less shall count as one-half (1/2) occurrence, except as excluded below.
- (iii) **Unexcused Absences:** Each unexcused absence shall count as two (2) occurrences. Each consecutive day of unexcused absence shall count as a separate occurrence of unexcused absence.
- (iv) **Unreported Absences:** Each unreported absence shall count as four (4) occurrences. Each consecutive day of unreported absence shall count as a separate occurrence of unreported absence.

b. **Tardiness.** Failure to be at work on time or to be ready to work at the appointed time shall be charged as one (1) occurrence if the tardy is for more than one-quarter (1/4) hour and one-half (1/2) occurrence if the tardy is one-quarter (1/4) hour or less.

c. Early Departure.

- (i) Leaving work more than four (4) hours before the conclusion of the scheduled shift or assigned overtime shall count as one (1) occurrence, except as excluded below.
- (ii) Leaving work four (4) hours or less before the conclusion of a scheduled shift or assigned overtime shall count as one-half (1/2) occurrence, except as excluded below.

d. **Exclusions.** An employee shall not be charged with any occurrences for the first five (5) occurrences of excused absence. Additionally, an employee shall not be charged with absences approved as vacation, "H" days, union leave, military leave, jury duty leave, personal leave or for absences which qualify as leave under the Family and Medical Leave Act or the Americans with Disabilities Act or for an absence due to an allowed workers' compensation claim.

The following schedule describes the affirmative steps which shall be taken in the event an employee accrues occurrences during the rolling twelve (12) month period:

4 Occurrences: Written reminder of the attendance policy and the employee's status thereunder.

6 Occurrences: Formal attendance counseling.

8 Occurrences: Three (3) day administrative suspension.

10 Occurrences: Termination.

Any employee absent for twelve (12) consecutive months or subject to Section 13.2 of this collective bargaining agreement shall have his/her employment terminated.

ARTICLE 21 - NO STRIKE/LOCKOUT (BOTH)

21.1 During the term of this Agreement, the Commission shall not lockout, and the Union and members of the bargaining unit shall not engage in any strike, work stoppage, interference with work or slow down, which violates R.C. § 4117. Any employee engaging in a strike, work stoppage, interference with work or slow down in violation hereof, during the life of the labor agreement, shall be subject to a discipline penalty up to and including discharge.

Should any strike, work stoppage, interference with work or slow down occur, the Union shall take immediate action to terminate such action, including notifying all bargaining unit members to immediately cease and desist.

ARTICLE 22 - PROTECTION OF INDIVIDUAL RIGHTS (BOTH)

22.1 Except in the case of a strike action and/or picketing relevant thereto, which is in violation of the terms and provisions of this Agreement, employees may refuse to cross or work behind any primary authorized picket line of the International Brotherhood of Teamsters. Any employee who so refuses shall not be subject to discipline or discharge under the terms of this Agreement.

ARTICLE 23 - WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE (BOTH)

- 23.1 An employee who claims Workers' Compensation benefits and Sick and Accident benefits shall not be entitled to receive both benefits at the same time, but shall be permitted to apply for Sick and Accident Benefits during the pendency of any claim petition or other litigation filed by an employee because of the denial of Workers' Compensation benefit to him. If the employee is subsequently found to be entitled to receive Workers' Compensation benefits, the Commission shall be entitled to receive credit from the benefits awarded for all Sick and Accident benefits or sick leave it has paid to the employee. In these circumstances, sick leave hours shall be reinstated to the employee in an amount equal to the temporary total disability credit.
- 23.2 The Commission has elected to provide coverage for its employees under the provisions of the Workers' Compensation Act as a self-insurer. This benefit provides for compensation and payment of medical expenses for every employee who receives an injury which is compensable under the law.
- 23.3 If the injury causes total disability and is compensable under the Workers' Compensation Act, sick leave benefits will not be paid for any period of total disability so compensable, except that an employee may elect, within ten (10) days of the injury, to use accumulated sick leave or sickness and accident benefits, rather than temporary total benefits. Should the employee exhaust accumulated sick leave or sickness and accident benefits, he/she may apply for temporary total benefits under the Workers' Compensation Act.
- 23.4 In the event that an employee is injured during the course and scope of employment and the injury prevents the employee from completing the workday, the Commission shall pay said employee full pay for the entire day of the injury. The Commission also provides transportation, for an employee who is injured on the job, to and from the doctor's office or the hospital on the day of the injury. If the doctor is of the opinion that the injured employee is unable to return to work on the day of the injury, the employee shall receive pay for the full day, regardless of the hours worked prior to the injury, and the day shall not be considered as or charged to sick leave.
- 23.5 Sick leave and vacation leave will continue to accumulate during leave at no pay due to an on-the-job injury for a maximum of twelve (12) months from the date on which the absence first occurs because of the injury. However, insurance coverage will be continued at Commission expense until such time as it is determined that the employee is permanently and totally disabled or until such time as it is determined that the employee, although not permanently and totally disabled, will not be physically capable of returning to work for the Commission, at which time insurance coverage will, after notice to the employee, be terminated.
- 23.6 An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the employee's physician of record to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time, which shall be chargeable to his sick leave.

- 23.7 The Commission has also elected to provide coverage for its employees under the Ohio Unemployment Compensation Act.
- 23.8 Employees shall be paid for any time actually missed at work because the employee was required to submit to an examination requested either by the Industrial Commission or the Commission.

ARTICLE 24 - JURY DUTY (FULL-TIME)

- 24.1 Each full-time employee of the Commission who may be summoned as a juror in the employee's respective community and who, because of such required absence from the employment with the Commission would not otherwise be entitled to pay by the Commission, shall, during such period of absence from duties as employee of the Commission, be entitled to regular pay from the Commission, for any such period of absence from work with the Commission because of required jury duty, upon providing prior to the employee's jury service, satisfactory evidence that the absence from employment with the Commission is required because of jury duty.
- 24.2 The Comptroller will issue to the employee a check for the employee's regular wages when the Comptroller has been furnished with satisfactory evidence, as hereinbefore required, and the employee has submitted the endorsed jury duty check to the Commission.

ARTICLE 25 - COURT APPEARANCE (FULL-TIME)

- 25.1 When an employee is required to appear in court for the purpose of testifying because of any accident he may have been involved in while in the Commission's service during working hours, such employee shall be reimbursed in full by the Commission for all earning opportunity lost because of such appearance.

ARTICLE 26 - VACATION LEAVE (FULL-TIME)

- 26.1 Each regular full-time employee shall be credited with his or her first workdays of vacation on the first day of January following employment by the Commission. The number of workdays of said vacation to be credited shall be one (1) day for each two hundred eight (208) hours of straight-time work and paid leave taken during the prior payroll year. On January 1 of each of the next three (3) years, each full-time employee shall be credited with ten (10) workdays of vacation for the first two thousand eighty (2080) hours of straight-time work and paid leave taken. Thereafter, each full-time employee continuing to serve with the Commission will be credited with one (1) more vacation day than credited on the previous January 1 for the first two thousand eighty (2080) hours of straight-time work and paid leave taken during the payroll year up to a maximum of twenty-five (25) workdays of vacation.
- 26.2 Annual vacation workdays credited on each January 1, as herein above provided, shall be added to unused vacation leave deferred, as hereinafter provided, and all such vacation workdays credited at the beginning of any year shall be used during that year unless the vacation workdays or any portion thereof shall be approved for deferment.

26.3 In case the application of any formula or rule relating to vacation leave produces a result in which includes a fractional day, a fractional day of one-half (1/2) or greater shall be considered one (1) full day, and a fractional day of less than one-half (1/2) shall be disregarded.

26.4 Preference for the time when vacations are to be taken shall be exercised in accordance with seniority in each installation, as subsequently defined herein in Article 5. "Seniority." Seniority will be the basis for determining vacation preferences for both the first and second period selected, should any employee wish to divide vacation over two (2) or more periods. In the Maintenance Department, there shall be a third and fourth period for selection. In no event shall vacation leave consequent upon previous years of employment be authorized prior to January 1 of any calendar year.

Vacation time shall be earned in the payroll year and will be taken for the calendar year that begins with or immediately after the payroll year.

26.5 Employees in toll operations may take their vacations at any time during the calendar year. In the Toll Department, eighteen percent (18%) of the employees (for purposes of this section, eighteen percent (18%) shall be computed by rounding up to the next whole number when the percentage applied equal .5 persons or greater) in any installation (but in no case, less than one (1) employee) shall be permitted to have their vacations at the same time, unless the department head determines that a greater percentage will not interfere with the normal functioning of the Turnpike. For purposes of vacation selection, the schedule will be displayed, and employees will have within the next scheduled work shift after notification of their turn to make vacation selections. An employee may elect to call the Toll Supervisor to make a selection.

26.6 Between November 1 and March 31, not more than two (2) employees from any maintenance section installation may take their vacation at the same time, except custodians and mechanics, who shall have their own vacation schedule. Between April 1 and October 31, a maximum of four (4) section roadway employees from any maintenance section installation may take their vacation at the same time, provided no more than two (2) employees from the crew responsible for overtime are scheduled on vacation at the same time. No more than one (1) building checkman/roadway from each maintenance installation can be scheduled on vacation at any time. No more than one (1) sign shop employee can be scheduled on vacation at any time. The custodians and mechanics at each section installation may have no more than one (1) person in each work unit on vacation leave at any time during the year. Division personnel shall be limited to one (1) employee on vacation at a time per work unit, per division, except that in any division, sufficient skilled tradesmen shall be available to perform the necessary functions of the craft.

There shall be one (1) initial vacation posting period in the Maintenance Department for each calendar year.

26.7 Following the initial vacation selection process referenced above, should an employee have accrued but unused vacation leave, such leave may be requested at least seventy-two (72) hours in advance in toll and twenty-four (24) hours in advance in maintenance, subject to the approval of the Department Head, in accordance with the provisions specified in Sections 26.5 and 26.6. Partial day vacations may not be less than one-half (1/2) day. In toll, such requests may not be made more than thirty (30) days in advance of the requested vacation, unless the request is for a vacation of five (5) or more consecutive vacation days or an exception is provided by the Department Head.

Seniority shall be the determining factor in granting such vacation leave requests when the requests are submitted thirty (30) or more days prior to the beginning of the desired period. Requests made within thirty (30) days prior to the beginning of the desired period shall be granted on a first-come, first-served basis.

26.8 Once vacation is scheduled, it must be taken during that time, unless the employee cancels the vacation at least seventy-two (72) hours in advance in toll and twenty-four (24) hours in advance in maintenance of the scheduled start of the vacation, or the employee is unable to take the vacation because of an illness verified by a doctor's certificate.

If an employee cancels vacation, the available vacation dates shall be posted, and employees will have an opportunity to bid on those newly available dates on the basis of seniority.

26.9 Upon termination of employment, an employee shall receive a final check for all unused vacation leave previously credited to the employee.

In addition, an employee shall receive payment for the number of vacation days that would have been credited to the employee on January 1, following termination on a prorated basis, as follows:

The number of vacation days that an employee shall be entitled to during the year in which the employee terminates employment shall be determined by dividing the employee's total number of straight-time hours worked and paid leave taken during the payroll year by two thousand eighty (2080). The resulting quotient will be multiplied by the number of days vacation the employee would have been entitled to on January 1 following termination had the employee continued employment with the Commission. The number of vacation days will be rounded to the nearest full day. Fractional days of one-half (1/2) or more will be considered one (1) full day, and fractional days of less than one-half (1/2) will be disregarded.

26.10 Any employee who is entitled to less than five (5) vacation days with pay in any calendar year may, at the option of the employee, be allowed to obtain a vacation leave, with the additional workdays of leave without pay, to make a total of five (5) days vacation. Any employee who is entitled to more than five (5), but less than ten (10) vacation days with pay in any calendar year, may, at the option of the employee, be allowed to obtain a

vacation leave, with the additional workdays of leave without pay, to make a total of ten (10) days vacation.

- 26.11 Whenever a holiday occurs during the vacation leave, that day shall not be charged as a day of vacation.
- 26.12 An employee who loses time because of an allowed Industrial Claim arising out of employment with the Commission shall have the lost time counted as hours worked in computing the employee's vacation benefits for up to twelve (12) months, subject to the provision of Section 23.5.
- 26.13 In determining the qualifications for vacation and the length thereof, prior service with the State of Ohio, or any of its political subdivisions shall be treated as service with the Commission, provided satisfactory evidence of the length of such service is furnished to the Commission, and vacation was earned during such service.
- 26.14 **Deferment of Annual Vacation Leave.** Employees may defer to the following year accumulated, but unused workdays of vacation. Such deferment shall not exceed four (4) times the number of days of annual vacation to which the employee would be entitled during the year in which such deferment is made had the employee taken no vacation during such year and provided further, that days of vacation thus deferred from one year to the next may again be deferred, subject to the limitation set forth in the preceding provision. Employees who have accumulated more than four times their annual vacation days as of May 13, 1992, shall not lose any of the accumulation until it has been used. However, they shall not be permitted any further accumulation until their vacation accumulation is below four times and then may accumulate only to the maximum limitation of this section. Where an employee has the maximum accumulation at the end of any calendar year, the employee may elect to take payment in lieu of vacation under Section 26.15 for the vacation earned during that year, but not awarded until the first day of the next calendar year.
- 26.15 **Payment in Lieu of Vacation.** If an employee wishes to receive full pay for all or a portion of vacation earned during the year, which the employee normally would take as vacation during the following year, the employee may, rather than defer the unused vacation as provided in the preceding paragraph, elect to receive pay for such vacation earned and not deferred. The remaining vacation time shall be taken or, subject to the preceding paragraph, shall be deferred. Payment under this paragraph shall be based upon the applicant's rate of pay in effect on the date payment is made.

ARTICLE 27 - HOLIDAYS (FULL-TIME)

- 27.1 The following holidays shall be observed:
- January 1
 - Third Monday in January
 - Third Monday in February
 - Good Friday (that is, Friday before Easter)
 - Last Monday in May

- July 4th
- First Monday in September
- Second Monday in October
- November 11
- Fourth Thursday in November
- December 25

In addition, any day appointed and recommended by the Governor of Ohio or the President of the United States shall be observed as a holiday.

For employees whose work week is Monday through Friday, when any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday, and when any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

- 27.2 When an employee works a schedule other than the Monday through Friday work week, said employee will have to work the schedule, regardless of the holiday, if such services are necessary in the operation of the Turnpike, and will receive holiday pay in addition to being paid at the rate of one and one-half (1-1/2) times for the hours actually worked on the calendar holiday, or receive pay at the rate of one and one-half (1-1/2) times the regular rate of pay and an additional day off to be taken within the succeeding twelve (12) months, as scheduling will permit. In the event a toll collector is required to work on a calendar holiday which falls on the toll collector's regularly scheduled "R" day, said toll collector shall receive two and one-half (2-1/2) times the regular hourly rate for overtime hours worked, and said employee will be entitled to an additional day off to be taken within the succeeding twelve (12) months, as scheduling will permit. If the calendar holiday falls on one of said employee's scheduled days off, said employee will be entitled to an additional day off to be taken within the succeeding twelve (12) calendar months of the day it is earned, as scheduling will permit. Toll collectors will be permitted to use up to two (2) "H" days in conjunction with scheduled vacation for both the first and second vacation periods, subject to the limits contained in Section 26.5. Custodians, instead of taking a day off as determined by their supervisor, may have the day added to their vacation.

Requests for "H" days will be answered within three (3) working days after they have been received.

Requests for "H" days must be made no more than thirty (30) days or less than forty-eight (48) hours in advance.

- 27.3 In the event a full-time employee is called out to work on a holiday, the employee shall receive, in addition to holiday pay, one and one-half (1-1/2) times the regular hourly rate for the first eight (8) hours worked which shall include one (1) hour for travel time. In no case shall the employee receive less than three (3) hours pay for call out time and one (1) hour travel time, all at one and one-half (1-1/2) times the regular hourly rate. Should the employee work more than eight (8) hours on a holiday, including travel time, the hours in

excess of eight (8) hours between the hours of 12:01 a.m. and midnight on the holiday shall be paid at two and one-half (2-1/2) times the normal rate.

If the call out is for snow and ice removal, the employee will not be compelled to do work other than that related to snow and ice removal and will be allowed to leave when the storm or threat of a storm is over and the work related to snow and ice removal is completed.

Anyone working on the holiday, other than those employees covered by Section 27.2 shall have the option of either receiving holiday pay for the first eight (8) hours of paid time or adding those hours paid between 12:01 a.m. and midnight on the holiday up to a maximum of eight (8) hours to vacation leave with an equal reduction in the holiday pay. The election of receiving holiday pay or vacation leave in lieu of the holiday pay must be made at the time of clocking out from the call out. In no event shall an employee called out receive less than time and one-half (1-1/2) for up to the first eight (8) hours of pay.

27.4 Holiday pay shall be equivalent to the employee's normal compensation for an eight (8) hour day.

27.5 Under no circumstances will an employee receive holiday pay if the employee is on unpaid leave for any portion of the workday preceding or following the holiday.

27.6 An employee receiving temporary total disability compensation as a result of an on-the-job injury shall receive the difference between his/her holiday pay and the temporary total disability compensation, if any, in addition to the temporary total disability compensation.

ARTICLE 28 - SICK LEAVE (FULL-TIME)

28.1 An employee accumulates sick leave as follows: each full-time employee of the Commission shall be entitled to an initial sick leave credit of five (5) workdays to be charged against sick leave subsequently earned and shall be entitled to earn sick leave at the rate of one (1) workday for each 138-2/3 hours of duty while in continuous service. In applying this rule, the employee shall be credited with eight (8) duty hours for each day of paid leave on which the employee would have worked except for such leave. Unused sick leave shall be cumulative from the day of the first employment by the Commission.

28.2 The Commission shall provide a sickness and accident insurance plan for employees which shall pay 66-2/3% of an employee's regular hourly rate after fifteen (15) workdays of continuous absence up to a maximum of Five Hundred Dollars (\$500.00) per week for twenty-six (26) weeks. Employees may use sick leave for the first fifteen (15) workdays of absence or for any absence shorter than fifteen (15) workdays. An employee shall have the option of using one-third of a day of accumulated sick leave while the employee is using the sickness and accident benefit. The employee will not be subject to a second fifteen (15) workday waiting period if the absence is the result of the same injury or illness and occurs within a twelve (12) month period of the first day of sickness and

accident benefits. However, the maximum benefit an employee will receive in any twelve (12) month period will be twenty-six (26) weeks.

28.3 Leave with full pay because of sickness or because of death in the family may be granted to full-time employees of the Commission. Upon approval of the department head, an employee may use sick leave due to the employee's own illness, injury or exposure to contagious disease which might reasonably be expected to be communicated to other employees, or for limited absence due to emergency caused by illness of or injury to members of the employee's immediate family (which is interpreted to mean spouse living in the same household, parent(s) and dependent children), or for absence due to death in the employee's family as follows:

- a. Employee shall be granted up to five (5) workdays sick leave upon death of father, mother, husband, wife, son or daughter.
- b. Employee shall be granted up to three (3) workdays sick leave for death of grandparents, father-in-law, mother-in-law, foster or step parent, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law or grandchildren to attend the funeral.
- c. Employee shall be granted additional workdays sick leave if considerable travel or other extenuating circumstances involved in attending funeral are deemed necessary by the department head.
- d. The obituary notice shall satisfy documentation requirements.

28.4 Requests for sick leave must be supported by a medical certificate or other acceptable evidence in the following instances:

- a. Any grant of sick leave of three (3) or more consecutive workdays.
- b. Pattern absenteeism.
- c. Suspected abuse of sick leave.

Such certificate need only state the employee has been under the physician's care and was unable to work, or the employee was required to care for an immediate family member. In addition, it must set forth the date the employee is able to return to work.

28.5 When an employee is absent for more than three (3) workdays as a result of illness or injury, the department head may require a medical examination by a doctor designated by the Commission before the employee may return to work. Providing the employee complies with the notification requirements of the following paragraph and the Commission doctor confirms the employee's ability to return to regular work, the employee shall return to work and shall be paid for the days missed between the date the employee would have returned to work, but for scheduling of an examination by a Commission doctor and the time of the Commission doctor's approval of return to work.

- 28.6 It shall be the responsibility of the employee to determine from their doctor, as far in advance as possible, the date on which the doctor anticipates the employee will be able to return to work, or the date which may be scheduled for a final medical examination, by the employee's doctor, prior to the employee's return to work, and to notify the supervisor of this anticipated date so the Commission may schedule the medical examination with a minimum loss of time. Should the employee have prior notice of the aforementioned anticipated date of return to work, or of final medical examination and fail to make timely notification to their supervisor, the payment provided in the preceding paragraph shall not apply.
- 28.7 When an employee is absent for a period of seven (7) workdays or more on account of illness or injury (regardless of whether such illness or injury is or is not covered by workers' compensation or sick leave), the department head may require the employee to submit evidence of inability to return to work and may require an examination by a doctor designated by the Commission.
- 28.8 Any conflicts in diagnosis between the Commission's doctor and the employee's doctor shall be referred to an impartial doctor. The impartial doctor shall be mutually selected by the Commission and the Union. Exam costs of the impartial doctor shall be paid for by the Commission. The decision of the impartial doctor shall be final and binding on both parties.
- 28.9 Medical examinations required by the Commission shall be paid for by the Commission. In case of a required visit to the Commission's doctor pursuant to Sections 28.6 and 28.8, the employee shall be paid mileage from home to the doctor's office and return at the rate specified in Section 17.1 upon submission of a standard expense voucher.
- 28.10 Medical examinations required pursuant to this Section or required as a condition of or in employment shall not be used other than to determine the employee's physical/mental condition or to contribute to the health and well-being of the employee.
- 28.11 An employee is not deemed to be on sick leave on a day which is observed as a holiday.
- 28.12 Employees will not be eligible to use sick leave for any day on which an employee fails to report off until after the employee's starting time. When that occurs, the employee will be charged with a tardy and will be docked for any time not worked on that day.
- 28.13 Employees in the maintenance department may use the answering machine in each maintenance building to report off.
Once an employee calls in to report off sick to an answering machine or custodian, the employee will not need to call back to report the sickness to the supervisor.
- 28.14 An employee who shall receive or be entitled to Ohio Workers' Compensation with respect to any portion of sick leave, shall receive such leave in accordance with the provisions of Article 23, "Workers' Compensation and Unemployment Insurance."

- 28.15 Each department head shall administer sick leave within the department equitably, but with diligent regard for the fact that the Commission grants such leaves only to ease hardship and not as part of the earnings of employment to which an employee is entitled as a matter of right as the employee is to vacations. Sick leave is not to be granted, except when an employee is unable to work because of illness or accident or in cases of sickness or death in the employee's family, as set forth elsewhere in this Section.
- 28.16 Any sick leave earned during the calendar year, but unused by December 31, may either be accumulated to a total of one hundred fifty (150) days or cashed in at fifty percent (50%) of the employee's regular hourly rate. When sick leave is used, it will be charged against the employee's accumulation on the basis of last earned, first used. Nothing in this provision will be considered to eliminate sick leave earned prior to May 13, 1992, except as used by the employee. The one hundred fifty (150) days' accumulation provided for in this section will be in addition to any accumulation earned prior to May 13, 1992 and unused thereafter.
- 28.17 For an employee who has had at least five (5) years of employment with the Commission, at the end of any calendar year, the employee may elect to cash in any portion of the unused sick leave accumulated since May 13, 1992. In addition, such employee may cash in unused sick leave accumulated prior to May 13, 1992, up to a maximum of ten percent (10%) of the total unused accumulated sick leave available at May 13, 1992. The rate at which such sick leave may be cashed is fifty percent (50%) of the employee's regular hourly rate.
- 28.18 An employee separating employment with the Commission that has unused accumulated sick leave earned prior to May 13, 1992 and is separating employment under circumstances other than for disciplinary reasons, is entitled to receive payment for such sick leave as follows:
- | | |
|---------------------------------------|---|
| Over 5 years, but less than 10 years | 50% of total accrued, but unused sick leave |
| Over 10 years, but less than 15 years | 60% of total accrued, but unused sick leave |
| Over 15 years, but less than 20 years | 70% of total accrued, but unused sick leave |
| Over 20 years, but less than 25 years | 80% of total accrued, but unused sick leave |
| Over 25 years | 90% of total accrued, but unused sick leave |
- An employee retiring from the Commission that has accumulated unused sick leave earned on or after May 13, 1992, and is separating employment with the Commission, shall be eligible to receive payment for fifty percent (50%) of unused accumulated sick leave only if all of the following conditions are met:
- The employee must have over five (5) years of service as a regular, full-time employee of the Commission on or before the date of separation.

- The employee is retiring under the Public Employees Retirement System.
- The Commission has received approval of the retirement from the Public Employees Retirement System on or before the date of separation.

Payment will be computed using the employee's wage or salary rate in effect on the date of separation.

- 28.19 In the event an employee dies on a date when said employee would have qualified for such payment, the payment that said employee would have received had said employee retired or terminated in good standing on the date of death shall be paid to the employee's surviving spouse, if any, and if not, to said employee's estate.

ARTICLE 29 - PERSONAL LEAVE (FULL-TIME)

- 29.1 Employees having one (1) or more years of employment shall be entitled to two (2) days of personal leave off per calendar year. Personal leave shall be charged against sick leave.
- 29.2 Employees shall provide twenty-four (24) hours notice of intent to use personal leave in maintenance and seventy-two (72) hours in toll. In emergency situations, requests may be granted with a shorter notice.
- 29.3 Personal leave shall not be accumulated.
- 29.4 Requests for the use of personal leave shall not be unreasonably denied.

ARTICLE 30 - HOSPITALIZATIONS, SURGICAL AND MAJOR MEDICAL BENEFITS AND DENTAL AND VISION CARE COVERAGE (FULL-TIME)

- 30.1 All regular full-time employees of the Commission receive, effective the first day of the month following completion of thirty (30) days of active service, hospitalization, surgical and major medical, dental and vision care insurance benefits.
- 30.2 These benefits are furnished to specified dependents of an employee as well, and the entire coverage is without cost to the employee, except those employees who begin coverage after the execution date of this Agreement shall be responsible for payment, by payroll deduction, of ten percent (10%) of the premium, not to exceed Seventy-Five Dollars (\$75.00) per month for single coverage and One Hundred Fifty Dollars (\$150.00) per month for family coverage. This exception will not apply to individuals who are employed by the Commission on the date of execution, but have yet to complete thirty (30) days of active employment, provided they elect coverage as soon as they become eligible.
- 30.3 The details of the coverage are explained in a booklet entitled "Ohio Turnpike Commission Employee Benefit Plan." The coverage shall include cost containment provisions and will provide open panel PPO coverage with a comprehensive deductible.

- 30.4 Employees eligible for health insurance who decide to opt for no coverage shall be paid Seventy-Five Dollars (\$75.00) per month. This option is available for any employee who provides proof of insurance from an alternate source.
- 30.5 The Commission will establish a cafeteria plan under Internal Revenue Code ("IRC") Section 125, which is intended to permit employees to elect to be eligible for the cash payment of Seventy-Five Dollars (\$75.00) if the employee does not elect the coverage. The terms of the cafeteria plan shall be determined by the Commission, and the Commission shall be permitted to interpret and operate it as the Commission shall deem necessary for compliance with IRC Section 125 and applicable regulations (including proposed regulations) and rulings thereunder. To the extent required for compliance with IRC Section 125, the Commission may also provide for restrictions on the timing of the benefit elections of employees and dependents under the health insurance plan.

ARTICLE 31 - GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (FULL-TIME)

- 31.1 Each full-time employee is entitled to participate in the group life insurance program provided by the Commission at no cost to the employee. All that is necessary is the submission of an application on forms provided. The insurance furnished is more fully described in the booklet entitled "Ohio Turnpike Commission Employee Benefit Plan," and amounts vary from Eighteen Thousand Dollars (\$18,000.00) up, depending upon the earnings of the participating employee. A double indemnity feature is included for accidental deaths. Hence, an employee having Eighteen Thousand Dollars (\$18,000.00) of life insurance has Thirty-Six Thousand Dollars (\$36,000.00) of coverage for accidental death as described in the policy. In addition, benefits are provided for dismemberment, and, in the event the employee becomes totally and permanently disabled before age sixty (60), the insurance remains in effect, even though the total disability necessitates termination of employment.
- 31.2 The insurance provided is not affected by workers' compensation and is in addition to anything payable because of an on-the-job injury.
- 31.3 This policy is available without medical examination, and in the event an employee leaves employment with the Commission, he/she may convert the policy, or any portion thereof, without medical examination.
- 31.4 The details of this coverage are fully set forth in the booklet previously referred to, and this booklet should be carefully studied by every employee.

ARTICLE 32 - PUBLIC EMPLOYEE RETIREMENT SYSTEM (BOTH)

- 32.1 By statute, enacted by the General Assembly of Ohio, all employees, including part-time employees, of the Commission qualify and therefor automatically become members of the Public Employees Retirement System of Ohio. Under the provisions of this law, the Commission must pay into the Retirement System an amount determined by the Retirement Board from time to time, as provided in statute. Such contributions are

required in order to insure the liberal monthly benefits that are guaranteed to each employee upon retirement. Currently, the Commission is required to deduct 8-1/2% from the employee's earnings and contribute an additional 13.31% of the total amount earned by member employees which are paid into the fund.

- 32.2 The benefits and operation of this Public Employees Retirement System are more fully set forth and explained in detail in "A Handbook for Members," published by the Public Employees Retirement System. Space does not here permit us to set forth the operation of this plan in detail.
- 32.3 **PERS Salary Reduction Pick-Up.** In accordance with the requirements of Section 414(h)(2) of the Internal Revenue Code (the "Code") and regulations and rulings thereunder, the Commission shall "pick-up" the employee contributions that are required to be deducted from the earnable salary or wages of employees who are covered by this Agreement and are members of the Public Employees Retirement System ("PERS"). Such pick-up shall not alter the amount of or character of contributions that are required to be made to PERS by the Commission and by PERS covered employees pursuant to Chapter 145 of the Ohio Revised Code; shall, to the extent permitted by the Code, be treated as excludable from the salary, wages or earnings of the covered employees for any other part of this Agreement. The Commission shall report to the Internal Revenue Service, the State of Ohio, and any other taxing authority as it is required to do so by law or regulation.

ARTICLE 33 - UNIFORMS (BOTH)

- 33.1 Uniforms for toll operations and maintenance personnel will be furnished by and remain the property of the Commission. Uniforms shall be sized and appropriate to the gender of the wearer. Uniforms shall be worn at all times when employees are on duty. The cost of all uniform items and the cost of maintaining and cleaning of uniform items shall be borne by the Commission.
- 33.2 There will be two (2) different types of uniforms provided for toll operations personnel, one (1) for winter and one (1) for summer. Toll collectors may wear shorts as part of the summer uniform. Toll collectors may request to substitute one (1) or more pair of trousers with shorts.
- 33.3 Work gloves will be furnished to maintenance employees with the cost to be borne by the Commission.
- 33.4 The Commission shall furnish maternity uniforms.
- 33.5 Within six (6) months of execution of this collective bargaining agreement, a Uniform Committee comprised of three (3) representatives from the Commission and three (3) representatives of the Union shall meet to discuss all issues pertaining to uniforms.

ARTICLE 34 - HOURS OF WORK (MAINTENANCE) (FULL-TIME)

- 34.1 The work week shall begin at 12:01 a.m. on Sunday and end at 12:00 midnight on the following Saturday. It is agreed that the Commission is permitted to start the 11:00 p.m. Saturday shifts.
- 34.2 Employees who are scheduled to work in a given week and are available for work shall be guaranteed forty (40) hours of work for that week.
- 34.3 The normal working hours, except for custodians, mechanics and clerical personnel, shall be as follows:
- a. 7:00 a.m. to 3:00 p.m. — from May 1 through September 15
 - b. 8:00 a.m. to 4:00 p.m. — from September 16 through April 30

The creation of shifts, other than described above, such as for emergencies may be allowed, as long as such change is not being made to limit the overtime opportunities of the affected employees.

- 34.4 **Lunch and Break Periods.** All employees in the Maintenance Department shall be entitled to a thirty (30) minute paid lunch period and two (2) ten (10) minute break periods, one in the first four (4) hours of the shift and the other in the second four (4) hours.
- 34.5 **Wash Up Time.** Employees handling herbicides or other toxic materials shall be provided adequate time to wash up before their lunch period.
- 34.6 The work schedule of Maintenance employees shall be posted two (2) weeks prior to its inauguration and once posted no employees' schedule shall be changed without the consent of the employee.
- 34.7 Employees who report to work as scheduled and are then informed that they are not needed shall receive their full days' pay at regular rate.
- 34.8 The work week of custodians shall be five (5) consecutive days worked, followed by two consecutive days off in accordance with a preestablished schedule, eight (8) hours per day, forty (40) hours per week.
- The normal working hours for custodians will be from 8:00 a.m. to 4:00 p.m., 4:00 p.m. to midnight and midnight to 8:00 a.m., September 16 through April 30; and from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m., May 1 through September 15, with an allowance of thirty (30) minutes for lunch each day.
- 34.9 The normal working hours (except for custodians) shall be eight (8) hours per day, Monday through Friday, followed by two (2) consecutive days off, forty (40) hours per week, with an allowance of thirty (30) minutes for lunch each day, which shall not be interrupted, except, if necessary, because of an emergency.

The normal working hours (i.e., start time) of mechanics and clerical personnel may be varied to meet the reasonable operational needs of the Commission.

34.10 The lunch period will be arranged by the supervisor between the fourth and sixth hours of work, except in the event of an emergency, making this impractical, in which case, the supervisor will rearrange the lunch period as required by the emergency. An employee working alone will obtain permission from the immediate supervisor before taking a early or late lunch break.

34.11 **Snow and Ice Schedule.**

a. During the snow season, October 16 through April 15, there shall be established two crews for section roadway personnel and section mechanics assigned to snow and ice.

b. The schedule for the snow and ice season when the Commission declares Snow and Ice Schedule (October 16 - April 15) shall be noon to midnight (Crew A) and midnight to noon (Crew B). Unless snow and ice is declared, the schedules shall be 8:00 a.m. to 4:00 p.m.

c. No crew shall be required to report earlier than their noon or midnight starting times in cases where Snow and Ice Schedule has been declared.

d. Four weeks prior to the start of the snow and ice season, employees shall select, by seniority, their scheduled shift and shall remain on that shift until January 15. The employees shall select, by seniority, their schedule shift for January 16 - April 15 by December 15. The implementation of the January 16 - April 15 scheduled shift shall be effective January 16, or the first day thereafter in which snow and ice is not in force. It is understood that an employee cannot exercise seniority for this bid, unless qualified.

e. In any week in which the Commission declares snow and ice, the Roadway B crew shall remain at the snow and ice starting times for the rest of the week. When the threat of a storm is over, the Roadway A crew shall return to normal start times and division and sign shop shall return to their assigned positions and start times.

f. The Commission shall give notice of implementing the snow and ice schedule by 4:00 p.m. whenever possible. On the first day in any week which Snow and Ice is declared, Crew A shall end their shift at noon and return to work at 4:00 p.m. and work from 4:00 p.m. to midnight and shall receive one (1) hour paid travel time if the employee returns to work at 4:00 p.m.

ARTICLE 35 - OVERTIME (MAINTENANCE) (FULL-TIME)

35.1 All employees shall be entitled to receive one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in excess of eight (8) hours in any workday or forty (40) hours in a work week.

35.2 Overtime work must be at the direction of and approved in advance by the employee's immediate supervisor.

35.3 If the work week of a maintenance employee who is regularly scheduled to work Monday through Friday is temporarily rescheduled to include Saturday and Sunday, the Saturdays and Sundays will be at overtime pay.

35.4 When overtime work results in continuous service past midnight (11:00 p.m., May 1 through September 15), the hours worked after midnight (11:00 p.m., May 1 through September 15) will be considered as part of the previous workday. When an employee is requested to work overtime hours in addition to regularly scheduled hours for a given day, the employee shall work all of the employee's scheduled hours on both that day and the day after, in addition to the overtime hours.

35.5 In the event an employee is required to work through his paid lunch period and/or break period(s), and said periods are unable to be scheduled in accordance with Section 34.10, the employee shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly wage for the lost lunch and/or break.

35.6 Overtime work being paramount of importance in the operation and maintenance of the Turnpike, all employees shall work a reasonable amount of overtime when required to do so by their supervisors.

35.7 When overtime work is required, the overtime shall be divided as equally as practicable, without interfering with operations, among the employees at each Toll Plaza and each maintenance work unit, as follows:

- (i) Maintenance Section Roadway Personnel
- (ii) Maintenance Section Mechanics
- (iii) Maintenance Section Custodians
- (iv) Division Plumbers
- (v) Division Electricians
- (vi) Division Carpenters
- (vii) Division Technicians
- (viii) Division Mechanics
- (ix) Division Clerical Personnel
- (x) Landscape Crew
- (xi) Building Checkmen
- (xii) Building Checkman/Roadway
- (xiii) Sign Shop Personnel
- (xiv) Division Sign Shop
- (xv) Backup Building Check Man

(xvi) Division Vehicle and Equipment Services/Roadway

35.8 For this purpose, an overtime roster shall be kept and shall be posted in a conspicuous location at each maintenance building. The roster shall remain posted until a revised roster is substituted at the end of each pay period. An effort will be made to equalize overtime in each maintenance building on a daily basis unofficially. When snow and ice has been declared and the crew has been subdivided, overtime will be equalized unofficially within the respective subdivided unit until such time that the crew is combined. This roster shall contain a daily distribution of overtime and show the distribution of overtime during each quarter. Equalization of overtime shall carry over from one quarter to the next, including from the fourth quarter to the first quarter of the following year, on a net basis. All overtime offered to and refused by an eligible employee will be shown on the roster as overtime offered and will be charged against the employee as overtime worked for the purpose of computation.

Overtime charged to an employee shall be:

- (a) All overtime worked by an employee.
- (b) Instances of scheduled overtime assigned to but not performed by an employee.
- (c) Instances when an attempt was made to have an employee perform nonscheduled overtime work, and the employee refused to accept the nonscheduled overtime, or where a telephone call was placed to the telephone number provided by the employee, with no response, or a message was delivered to the person answering the phone or to an answering machine, advising of the nonscheduled overtime work.
- (d) Instances in which the employee would have been offered overtime, but was not because of absence of the employee for any reason.
- (e) A new employee shall be credited with an amount of overtime hours equal to that of the employee with the highest number of hours on the equalization list within his/her work unit, as listed in Section 35.7, at the installation and be treated equally from that point on.

- 35.9 a. Two (2) separate crews for overtime purposes for maintenance division personnel, except as noted in subsection (c) below, shall be established and, except in cases of emergency, the crews will be subject to being called out for overtime during alternate two week periods, except that during the first two week period in May shall be one week alternating periods.
- b. Two (2) separate crews for section roadway, section mechanics and sign shop personnel will be established during the period April 16 through October 15 for overtime purposes. The two (2) crews will alternate overtime responsibility for call outs and call backs for two (2) week periods, except that during the first two

(2) week period shall be one (1) week alternating periods. Ordinarily, the off crew will not be required to work more than two (2) hours beyond the end of the shift for the completion of assigned work. The crew that does not have overtime responsibility for call outs and call backs will only be subject to call out or call back when there are insufficient employees available to perform the work or when required by an emergency. Section roadway personnel on the crew that does not have overtime responsibility will not be charged with unavailability for overtime.

- c. During the snow season (October 16 through April 15), two (2) crews will be established for division personnel assigned to snow and ice and sign shop personnel, which will alternate noon to midnight coverage for overtime and midnight to noon coverage for overtime over two (2) week periods. If overtime starts during one time period, the crew that starts the project may be required to complete the project, even if it laps over into the time period of the other crew. Ordinarily, the time lapping over into the time period of the other crew will not exceed two (2) hours.
- d. The change from one (1) crew's call out period to the other crew's call out period shall occur at the end of the regular shift on Friday, unless Friday is a holiday, in which case, it shall be at the end of the regular shift on the previous day.

35.10 Ten (10) pagers, or at a minimum one (1) pager for each crew member on call, shall be paid for and maintained by the Commission and will be provided for each maintenance building.

35.11 The press of work, or, on occasion, emergencies necessitate that employees be available for overtime work, in some cases on short notice. Notice of the possibility of overtime should be given as early in the shift as possible. Whenever practicable, notice of emergency overtime requirements will be given prior to the end of the shifts, and, if possible, notice of non-emergency overtime shall be given not later than the conclusion of the lunch break.

35.12 A ten (10) minute break period shall be provided for each two (2) hours of overtime worked. When practicable, the break period shall be taken at the beginning of the overtime period and repeated at the beginning of each successive two (2) hour period, unless otherwise instructed. Employees working overtime hours shall also be entitled to an additional one-half (1/2) hour paid lunch if the overtime hours exceeds five (5) hours or more.

35.13 In the event it is not practicable, the supervisor shall arrange the break period during the two (2) hour period, but if a two (2) hour period is worked and no break provided, payment as overtime shall be made for the break not taken. If the work period is less than two (2) hours, the employee shall not be entitled to another break period.

35.14 Unless approved or excused by supervisory personnel for good cause, refusal of or unavailability for overtime work shall be deemed sufficient cause for disciplinary action, including dismissal.

The disciplinary action taken will be determined by taking into consideration the reasons for the refusal to perform overtime and, if the employee is unavailable because of prior commitment, such as a doctor or dentist appointment, no disciplinary action will be taken.

- 35.15 If a full-time employee who is ordered to report for work on any day other than a normal or a scheduled workday and other than a holiday and does report, the employee shall receive one (1) hour travel time and shall receive not less than three (3) hours pay for the call out. All hours credited to the employee, including travel time, shall be at one and one-half (1-1/2) times the regular hourly rate. If the call out is for snow and ice removal, the employee will not be compelled to do work other than that related to snow and ice removal or for an emergency and will be allowed to leave when the storm or threat of a storm or emergency is over and the work related to snow and ice removal is completed.
- 35.16 A full-time maintenance employee who is released after having completed his/her normal workday and then is called back to work, shall receive one (1) hour travel time, in addition to three (3) hours minimum call out time. All hours credited to the employee, including travel time, shall be at the overtime rate or one and one-half (1-1/2) times the normal rate.
- 35.17 **Time Changes.** In those instances involving change of time from Eastern Standard to Eastern Daylight Time and vice versa, payment will be made in accordance with the following:
- Where the change in time results in hours worked beyond eight (8) hours, the employee will be paid for all such hours worked in excess of eight (8) hours at the rate of one and one-half (1-1/2) times the regular hourly rate. All such hours of work shall be computed in calculating the right to overtime pay.
 - Where the change in time results in hours worked that are less than eight (8) hours, no loss of pay will result. However, for the purpose of calculating overtime pay, only the hours of actual work will be considered.

ARTICLE 36 - GENERAL WORKING CONDITIONS (MAINTENANCE) (FULL-TIME)

- 36.1 The Commission shall make a reasonable effort to permit all work assignments in Maintenance to be awarded by seniority. In the event previously bid work assignments cannot be performed because of weather, equipment breakdown or other unforeseen conditions, the affected employees may be reassigned.
- 36.2 The Commission shall make every reasonable effort to train all newly appointed or transferred Maintenance employees on the operation of snow and ice equipment.
- 36.3 **Water and Rest Room Facilities.** Safe chilled drinking water shall be provided to all employees. Employees shall have access to a port-a-john when working at a location away from their maintenance building, or if rest room facilities are not available, the Commission shall provide transportation to a rest room upon request of the employee.

ARTICLE 37 - HOURS OF WORK (TOLL) (FULL-TIME)

- 37.1 The work week shall begin at 11:01 p.m. on Saturday and end at 11:00 p.m. on the following Saturday.
- 37.2 Employees who are scheduled to work in a given week and are available for work shall be guaranteed forty (40) hours of work for that week.
- 37.3 The normal work shift shall consist of eight (8) consecutive hours in a pre-established work schedule consisting of five (5) days during the work week.
- 37.4 The normal working hours shall be as follows: First shift shall commence between 11:00 p.m. and 12:00 a.m.; Second shift shall commence between 6:00 a.m. and 8:00 a.m.; Third shift shall commence between 2:00 p.m. and 4:00 p.m. Starting times shall be set within the established above-referenced windows; but with respect to employees on fixed schedules, once set, the starting time cannot be altered prior to the rebid of the entire schedule.
- 37.5 The work schedule of full-time toll collectors shall be posted fourteen (14) days prior to its inauguration at each toll installation, and once posted, no employee's schedule shall be changed without the consent of the employee. To the extent possible, all lane assignments shall be rotated equitably on a daily basis.
- 37.6
- Schedules at each toll installation shall reflect fixed hours of work. At least twenty-five percent (25%) of the scheduled lanes, but not less than two (2) lanes, at each installation shall provide at least two (2) weekends or portion of a weekend off during the twenty-eight (28) day schedule. (A weekend day is defined as Friday, Saturday, Sunday and for first shift only, Monday.)
 - Toll collectors at each interchange will be given the opportunity to bid on their preferred schedule based upon their seniority. The exact starting times shall be available for review before bidding on the schedule begins. The periods to be bid will be from the first twenty-eight (28) day schedule beginning in January until the end of the first twenty-eight (28) day schedule ending in January the succeeding year. Bidding will normally be made approximately eight (8) weeks prior to the start of the schedule and shall be posted by November 1 of each year. In the event a schedule is rebid under paragraph (e), after September 1, a new schedule shall not be bid for the upcoming year. When bidding on preferred schedules, toll collectors at the interchange will bid on all openings based on seniority. Bidding will continue until all available lanes have been taken.
 - Collectors shall bid on schedules within the next scheduled work shift after notification of their turn to select.
 - After bidding on the preferred schedule has taken place, any openings will be filled effective at the beginning of the next twenty-eight (28) day schedule by

bidding at the location, and any vacancy thereafter will be filled either by an employee bid or by a new hire.

e. If there is a change in a schedule at an interchange, the schedule will be rebid.

37.7 Ten (10) minute paid rest periods per half shift and a thirty (30) minute paid meal period per shift will be provided, subject to the following:

- a. Toll collectors may take rest and meal periods at such times as are assigned by their supervisor, with due consideration of the necessity for processing traffic without undue delay at any time.
- b. Toll collectors shall not leave the premises during the meal period. The meal period may be interrupted due to increased interchange traffic, and collectors are subject to call in order to maintain a smooth traffic flow.
- c. If the meal break or rest break cannot be provided, employees shall be compensated at one and one-half (1-1/2) times their regular rate of pay for said time. Employee breaks begin once the employee enters the toll building.

37.8 No more than thirty-four percent (34%) of all lines Turnpike wide may be rotational pursuant to Side Letter A.

37.9 Beginning with the schedule effective in January 2004, toll collectors shall be entitled to two (2) weekends off in each twenty-eight (28) day schedule. At least one (1) weekend shall be a Saturday and Sunday. One (1) weekend may be a Friday and Saturday. For first shift only, one (1) weekend may be a Sunday and Monday.

37.10 Any employee called in to report to work on any day other than their regular scheduled day shall receive one (1) hour travel time and not less than three (3) hours pay for the call out, all such hours paid at the rate of one and one-half (1-1/2) times their regular rate of pay.

ARTICLE 38 – OVERTIME (TOLL) (BOTH)

38.1 All toll collectors shall be paid time and one-half (1-1/2) times for all hours worked past eight (8) hours in a day or forty (40) hours in a week.

38.2 Overtime assignments in the Toll Operations Department shall be given to full-time employees over part-time employees insofar as practicable. Full-time toll collectors shall be offered the opportunity of overtime, if available, at the beginning or end of their shifts at their respective installations, rather than to call part-time employees, provided that the overtime in this manner is not on a regular basis and is for but a few hours into the preceding or succeeding shifts.

38.3 For full-time collectors, there shall be prepared in each toll installation a "By Pass List" to be posted on the first day of March, June, September and December in each

installation upon which the employee shall enroll for the purpose of being skipped when certain assignments are made. The list shall be broken down into two (2) categories of overtime which arise:

- a. Call-backs after employees have been released; and
- b. Day off or weekend assignments.

These two categories are to be considered independent of each other. An employee may renew or withdraw his or her name from either or both of these categories during the first week of January, the first week of April, the first week of July and the first week of October for any year. Employees so enrolled will not be asked to work or be assigned such overtime for as long as their names remain enrolled unless all available eligible employees capable of performing such work without undue hardship are insufficient in number to meet the Commission's need, in which case the Commission shall require these individuals to work. The employees who sign the By Pass List shall be ineligible for the equalization of overtime work. However, such employees are required to work when the Toll Plaza Supervisor has determined that an emergency exists and any aforesaid employees who leave work or fails to report to work when so requested by the Toll Plaza Supervisor or any Assistant Toll Plaza Supervisor shall be subject to disciplinary action, including termination. A new employee made a full-time employee or an employee withdrawing his or her name from the By Pass List shall be credited with an amount of overtime hours equal to that of the employee with the highest number of hours on the equalization list at the installation and be treated equally from that point on.

38.4 **Time Changes.** In those instances involving change of time from Eastern Standard to Eastern Daylight Time and vice versa, payment will be made in accordance with the following:

- a. Where the change in time results in hours worked beyond eight (8) hours, the employee will be paid for all such hours worked in excess of eight (8) hours at the rate of one and one-half (1-1/2) times the regular hourly rate. All such hours of work shall be computed in calculating the right to overtime pay.
- b. Where the change in time results in hours worked that are less than eight (8) hours, no loss of pay will result. However, for the purpose of calculating overtime pay, only the hours of actual work will be considered.

ARTICLE 39 – GENERAL WORKING CONDITIONS (TOLL) (BOTH)

- 39.1 Employees shall have the right to sit when not conducting lane duties in the toll booths.
- 39.2 Each toll booth shall be equipped with anti-stress fatigue mats.
- 39.3 Upon request from the Union, the Commission shall review any particular problems raised with respect to staffing at the Labor/Management Relations Committee.

ARTICLE 40 - HOURS OF WORK (TOLL) (PART-TIME)

- 40.1 **Scheduled Work.** Part-time toll collectors are scheduled to work on an as needed basis. The part-time schedule will be posted two (2) weeks in advance. Scheduled time for part-time toll collectors shall be based upon seniority, and the collectors will have an opportunity to bid on the posted schedule. The bid is the expressed availability for the scheduled time. Part-time toll collectors will normally be given twenty-four (24) hours notice if scheduled time is cancelled. If a part-time toll collector reports to work on any scheduled workday, and that work is subsequently cancelled, the part-timer will be assigned duty for a minimum of four (4) hours and paid for such time.
- 40.2 **Call Out Lists.** There shall be two (2) lists of part-time toll collectors for call out. One list will be for weekends and holidays, and the second list shall be for remaining weekdays. Part-time toll collectors must sign at least one of the call out lists. Opportunities to change from one list to the other or to be removed from a list will be provided once every three (3) months. Part-time collectors may be added to a list at any time.
- 40.3 **Call Out Work.** When the Commission determines call out work is available for part-time toll collectors, the part-time toll collectors will be called from the applicable call out list(s) on a rotation based on seniority. If a part-time collector is unavailable, fails to answer a call, works, or cancels accepted call out hours, it will be considered a turn on the rotation. If an employee is unable to perform the call out work because the employee is already scheduled to work on that day or has responded to a prior call out for the same day, it will not be considered a turn on the rotation, and the employee will not be eligible for a call out on that day. Nothing in this Article precludes the Commission from calling part-time collectors who are not on a particular call out list after all on that list have been called for a part-time toll collector call out.
- 40.4 **Excuse From Work.** An employee may request being excused from scheduled work or call out work if, absent an emergency situation, at least three (3) weeks in advance a written request is given to the Toll Plaza Supervisor where the work is scheduled and there are available collectors to fill the needs of the Commission. When excused, it will count as the part-time collector's turn for either call out or scheduling. No more than four (4) such requests, for a total of sixty (60) days, may be made by a part-time toll collector in a calendar year. No more than twenty percent (20%) or a minimum of two (2) of the part-time toll collectors at any installation may be excused from work at the

same time. Part-time toll collectors absent for three (3) consecutive months shall be terminated.

- 40.5 **Cancellation of Accepted Work.** The cancellation of scheduled or accepted call out hours shall result in the following action:
 - 4 Cancellations in a 12-month period: Supervisory Counseling
 - 6 Cancellations in a 12-month period: Verbal Reprimand
 - 8 Cancellations in a 12-month period: Written Reprimand
 - 10 Cancellations in a 12-month period: Termination

For the purposes of this section, a twelve (12) month period shall be defined as a rolling twelve (12) month period.

- 40.6 Employees shall be responsible for providing their home telephone number, together with any other telephone number they want to be utilized for call outs.

ARTICLE 41 - SENIORITY (PART-TIME)

- 41.1 Seniority shall mean the length of continuous service with the Commission since the last date of hire as a part-time toll collector.
- 41.2 Seniority for part-time toll collectors shall be determinative in matters concerning job bids, layoffs, overtime opportunities, scheduled hours of work and holiday work.
- 41.3 Part-time toll collectors shall have the right to bid on full-time positions, and such positions shall be awarded pursuant to the terms in Side Letter "A."
- 41.4 If the part-time toll collector successfully bids on the full-time position, their seniority for full-time shall be based on all their hours worked as part-time and then divided by 2080 hours.

Example: Part-timer has 6 years total seniority as part-time toll collector. In those six years, part-timer has worked 8,000 hours. $8000 \text{ hrs.} \div 2080 = 3 \text{ yrs. } 8 \text{ months}$. Part-time toll collector enters full-time bargaining unit with 3 years and 8 months seniority.
- 41.5 Pro-rated part-time seniority in the full-time bargaining unit shall be used only for vacation selection. Seniority for all other purposes shall be attained with length of service upon becoming a full-time employee.
- 41.6 **Probation.** Part-time employees shall serve a probationary period of six (6) months beginning with their initial date of hire.
- 41.7 **Layoff.** When the Commission determines it is necessary to reduce the size of the part-time toll collector bargaining unit at any toll plaza, it shall do so by releasing probationary part-time toll collectors first and then laying off part-time toll collectors based upon seniority, laying off those part-time toll collectors at the affected plaza with

the least seniority first. Where seniority is equal, the Commission shall give preference for retention to the part-time toll collector with the most amount of hours worked in the past two (2) years.

If the Commission adds part-time toll collectors to the affected plaza, prior to hiring outside applicants, those part-time toll collectors previously laid off shall be recalled in reverse order of layoff if the recall is within two calendar years of the date of the layoff. Refusal of a recall will remove a part-time toll collector's name from the recall list. While a part-time toll collector is on layoff, such collector will be offered the opportunity to return to work if there is a vacancy at a toll plaza contiguous to the toll plaza from which the employee was laid off. Refusal of such opportunity will not extinguish the right to recall at the plaza from which the employee was laid off.

ARTICLE 42 - BENEFITS (PART-TIME)

42.1 **Holiday Pay.** When a part-time toll collector works on the actual holiday, the collector shall receive double time (2x) the regular rate of pay for each hour worked on such holiday.

ARTICLE 43 - CONTRACT RIGHTS (PART-TIME)

43.1 Except as otherwise specified, part-time employees shall have all the rights which accrue to full-time employees under the terms of this collective bargaining agreement.

ARTICLE 44 - FULL-TIME WAGES (FULL-TIME)

44.1 The biweekly salaries of full-time nonsupervisory toll collectors and the hourly wage rates for full-time nonsupervisory employees in the maintenance department, in effect with the first payroll period beginning on or after January 1, 2002, including Level 1, defined as being "New Hire Six (6) Month Probationary Period," after a minimum of six (6) months in this level, be retained and advanced to Level 2, are as follows:

Toll Collections Department						
	6 Mos	18 Mos	30 Mos	42 Mos		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	
Toll Collector TC011	\$14.77	\$16.50	\$17.60	\$18.48	\$18.84	
Maintenance Department						
	6 Mos	18 Mos	30 Mos	42 Mos	54 Mos	
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
M.W. Class II MW221	\$14.47	\$16.20	\$17.29	\$18.09	\$18.53	
M.W. Class II MW218, MW220, MC225, MW230, MW235, MW236, MW240, MW280	\$14.38	\$16.07	\$17.15	\$17.97	\$18.33	
M.W. Class III MW325, MW327, MW329, MW341	\$14.66	\$16.39	\$17.49	\$18.33	\$18.65	
M.W. Class IV MW425, MW428, MW433, MW442	\$15.36	\$17.17	\$18.32	\$19.37	\$19.80	
M.W. Class IV-A (Technicians) M4A24, M4A54, M4A64, M4A74, M4A84, M4A94, M4A97	\$15.56	\$17.38	\$18.55	\$19.56	\$20.04	
M.W. Class V MW555, MW565, MW575, MW585, MW595, MW598	\$15.75	\$17.62	\$19.01	\$20.04	\$20.47	
M.W. Class VI MW626	\$16.88	\$18.87	\$20.36	\$20.75	\$21.22	
Div. Stores Clerk DSC23	\$17.32	\$19.37	\$20.66	\$21.71	\$22.73	\$23.82
Asst. Division Stores Clerk DSC24	\$15.33	\$17.12	\$18.27	\$19.17	\$20.07	\$20.98
Maintenance Clerk MTC26	\$11.69	\$13.04	\$13.94	\$14.53	\$15.20	\$15.97

Level increases are automatic and based upon longevity one year between each level from 2, through Level 5 or 6.

44.2 The biweekly salaries of full-time nonsupervisory toll collectors and the hourly wage rates for full-time nonsupervisory employees in the maintenance department, in effect January 1, 2003, including Level 1, defined as being "New Hire Six (6) Month Probationary Period," after a minimum of six (6) months in this level, be retained and advanced to Level 2, are as follows:

Toll Collections Department						
	6 Mos	18 Mos	30 Mos	42 Mos		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	
Toll Collector TC011	\$15.47	\$17.20	\$18.30	\$19.18	\$19.54	
Maintenance Department						
	6 Mos	18 Mos	30 Mos	42 Mos	54 Mos	
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
M.W. Class II MW221	\$15.17	\$16.90	\$17.99	\$18.79	\$19.23	
M.W. Class II MW218, MW220, MW225, MW230, MW235, MW236, MW240, MW280	\$15.08	\$16.77	\$17.85	\$18.67	\$19.03	
M.W. Class III MW325, MW327, MW329, MW341	\$15.36	\$17.09	\$18.19	\$19.03	\$19.35	
M.W. Class IV MW425, MW428, MW433, MW442	\$16.06	\$17.87	\$19.02	\$20.07	\$20.50	
M.W. Class IV-A (Technicians) M4A24, M4A54, M4A64, M4A74, M4A84, M4A94, M4A97	\$16.26	\$18.08	\$19.25	\$20.26	\$20.74	
M.W. Class V MW555, MW565, MW575, MW585, MW595, MW598	\$16.45	\$18.32	\$19.71	\$20.74	\$21.17	
M.W. Class VI MW626	\$17.58	\$19.57	\$21.06	\$21.45	\$21.92	
Div. Stores Clerk DSC23	\$18.02	\$20.07	\$21.36	\$22.41	\$23.43	\$24.52
Asst. Division Stores Clerk DSC24	\$16.03	\$17.82	\$18.97	\$19.87	\$20.77	\$21.68
Maintenance Clerk MTC26	\$12.39	\$13.74	\$14.64	\$15.23	\$15.90	\$16.67

Level increases are automatic and based upon longevity one year between each level from 2, through Level 5 or 6.

44.3 The biweekly salaries of full-time nonsupervisory toll collectors and the hourly wage rates for full-time nonsupervisory employees in the maintenance department, in effect January 1, 2004, including Level 1, defined as being "New Hire Six (6) Month Probationary Period," after a minimum of six (6) months in this level, be retained and advanced to Level 2, are as follows:

Toll Collections Department						
	6 Mos	18 Mos	30 Mos	42 Mos		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	
Toll Collector TC011	\$16.17	\$17.90	\$19.00	\$19.88	\$20.24	
Maintenance Department						
	6 Mos	18 Mos	30 Mos	42 Mos	54 Mos	
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
M.W. Class II MW221	\$15.87	\$17.60	\$18.69	\$19.49	\$19.93	
M.W. Class II MW218, MW220, MW225, MW230, MW235, MW236, MW240, MW280	\$15.78	\$17.47	\$18.55	\$19.37	\$19.73	
M.W. Class III MW325, MW327, MW329, MW341	\$16.06	\$17.79	\$18.89	\$19.73	\$20.05	
M.W. Class IV MW425, MW428, MW433, MW442	\$16.76	\$18.57	\$19.72	\$20.77	\$21.20	
M.W. Class IV-A (Technicians) M4A24, M4A54, M4A64, M4A74, M4A84, M4A94, M4A97	\$16.96	\$18.78	\$19.95	\$20.96	\$21.44	
M.W. Class V MW555, MW565, MW575, MW585, MW595, MW598	\$17.15	\$19.02	\$20.41	\$21.44	\$21.87	
M.W. Class VI MW626	\$18.28	\$20.27	\$21.76	\$22.15	\$22.62	
Div. Stores Clerk DSC23	\$18.72	\$20.77	\$22.06	\$23.11	\$24.13	\$25.22
Asst. Division Stores Clerk DSC24	\$16.73	\$18.52	\$19.67	\$20.57	\$21.47	\$22.38
Maintenance Clerk MTC26	\$13.09	\$14.44	\$15.34	\$15.93	\$16.60	\$17.37

Level increases are automatic and based upon longevity one year between each level from 2, through Level 5 or 6.

44.4 **Longevity Pay.** Effective January 1, 1992, an employee having more than five (5) years of service as a regular full-time employee of the Commission shall receive, in addition to the employee's base rate, a longevity increment as follows:

- a. Over 5 years, but less than 10 years — 2% of the base pay rate
- b. Over 10 years, but less than 15 years — 4% of the base pay rate
- c. Over 15 years, but less than 20 years — 6% of the base pay rate
- d. Over 20 years, but less than 25 years — 8% of the base pay rate
- e. Over 25 years — 10% of the base pay rate

The adjustment to the wage or salary rate of the qualifying employee shall be made on the qualifying anniversary date of the employee.

44.5 **Temporary Assignment.** When a maintenance employee is designated by the department head to act as assistant maintenance foreman, the employee will be paid at the Level Three (3) wage rate of the assistant maintenance foreman for the first eight (8) hours of each day of the period during which the employee performs the duties of such higher classification — the period to be designated by the department head. For the performance of such duties in excess of eight (8) hours each day, the employee shall be paid at the rate of one and one-half (1-1/2) times the employee's regular base rate. Designations will not be unreasonably withheld.

In the maintenance department, qualified employees will continue to be appointed on a temporary basis to take over the position of the assistant maintenance foreman during times of vacation or sickness. There will be no discrimination against any employee on account of membership or nonmembership in a Union or because of the Union member's position as a steward in the Union. Where all other factors are equal, an employee who served temporarily as an assistant maintenance foreman in the past will be given the opportunity in the future, even though the employee may be a Union steward, should the necessity for a temporary promotion exist.

If an employee works a full shift or longer in a higher classification, to replace an employee who is absent due to vacation or illness, the employee will receive the higher classification rate of pay.

ARTICLE 45 - PART-TIME WAGES (PART-TIME)

45.1 The hourly rates for part-time toll collectors will be as follows:

<u>Effective Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Effective with the first pay period beginning on or after March 1, 2002	\$11.92	\$12.48	\$13.06	\$13.67
February 1, 2003	\$12.62	\$13.18	\$13.76	\$14.37
February 1, 2004	\$13.32	\$13.88	\$14.46	\$15.07

45.2 Advancement from one level to another is based upon completion of at least one thousand five hundred (1500) hours in level to advance to the next, as follows:

- a. Level 1 0 hours to 1500 hours;
- b. Level 2 1501 hours to 3000 hours;
- c. Level 3 3001 hours to 4500 hours; and
- d. Level 4 Over 4500 hours

ARTICLE 46 - SAVINGS (BOTH)

46.1 Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby, but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Commission and the Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 47 - DURATION (BOTH)

47.1 This Agreement shall continue in full force and effect for the period January 1, 2002 through December 31, 2004 and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement.

This Agreement concludes the collective bargaining for its term, subject only to a desire by both parties to agree to amend or supplement it at any time.

Signed this 9 day of October, 2002,


On behalf of Teamsters Local Union No. 436


On behalf of The Ohio Turnpike Commission

SIDE LETTER A
FROM THE OHIO TURNPIKE COMMISSION
TO THE
TEAMSTERS LOCAL UNION No. 436,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
RE: ROTATIONAL SHIFTS

The Commission agrees that it will undertake good faith efforts, when and where possible, to reduce the number of rotational shifts and reduce the number of different rotational shifts assigned to its full-time toll collectors. This is in addition to the Commission's agreement that the number of rotational shifts will constitute no more than 34% of total shifts across the whole of the Toll Operations Department.

SIDE LETTER B
FROM THE OHIO TURNPIKE COMMISSION
TO THE
TEAMSTERS LOCAL UNION No. 436,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

The parties agree that the maximum lifetime medical benefit shall be in the amount of \$1,250,000 for each employee or dependent, which maximum lifetime benefit shall be applicable to hospitalization, surgical and major medical benefits, as permitted under the health policy maintained by the Commission.

The prescription drug plan will be modified from a \$2 deductible for generic drugs and \$5 deductible for brand drugs to a \$5 deductible for generic drugs, a \$10 deductible for brand drugs where no generic drug is available and a \$15 deductible for brand drugs when a generic drug is available.

SIDE LETTER C
FROM THE OHIO TURNPIKE COMMISSION
TO THE
TEAMSTERS LOCAL UNION NO. 436,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
RE: PART-TIME BIDDING ON FULL-TIME POSITIONS

The parties agree that three-quarters (3/4) of all offers of employment to fill a vacant full-time toll collector position (those vacant after members of the full-time bargaining unit have bid) will be made to existing qualified part-time toll collectors.

In order for a part-time toll collector to be deemed "qualified" for the purposes of being made an offer of full-time employment, the following conditions must be satisfied:

- (1) the part-time toll collector must be at the top step of the part-time toll collector schedule;
- (2) for the two years immediately preceding the date of application for the full-time position, the part-time employee must have worked one thousand (1000) hours in each of those years; and
- (3) the part-time toll collector has not received any disciplinary suspension for a period of one (1) year dating backward from the date of application for the full-time position.

For the purposes of calculating the three-fourths rule, when no part-time employee bids on the full-time position, that position shall not be considered in reaching the ultimate calculation.