

11/01/2021
2958-04
19-MED-09-0776
40967



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
AND
TEAMSTERS LOCAL UNION NO.
436 AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

Maintenance

SERB Case No. 2019 – MED – 09-0776 (B)

JANUARY 1, 2021 THROUGH DECEMBER 31, 2023

Table of Contents

ARTICLE 1 – PURPOSE AND INTENT OF AGREEMENT 4

ARTICLE 2 – MANAGEMENT RIGHTS 4

ARTICLE 3 – UNION RIGHTS 5

ARTICLE 4- UNION DUES – FAIR SHARE FEES 6

ARTICLE 5 – LIMITATIONS ON NON-BARGAINING UNIT MEMBERS DOING
BARGAINING UNIT WORK 6

ARTICLE 6 – NON-DISCRIMINATION 7

ARTICLE 7 – SENIORITY 7

ARTICLE 8 – VACANCIES 9

ARTICLE 9 – DISCIPLINE 10

ARTICLE 10 – PERSONNEL FILES 11

ARTICLE 11 – GRIEVANCE PROCEDURE 11

ARTICLE 12 – ARBITRATION PROCEDURE 12

ARTICLE 13 – LEAVES OF ABSENCE 14

ARTICLE 14 – MILITARY LEAVE 15

ARTICLE 15 – LABOR/MANAGEMENT RELATIONS COMMITTEE 15

ARTICLE 16 – SAFETY 15

ARTICLE 17 – USE OF VEHICLES ON COMMISSION BUSINESS 17

ARTICLE 18 – GENERAL PROVISIONS 18

ARTICLE 19 – DRUG AND ALCOHOL TESTING 18

ARTICLE 20 - ATTENDANCE 19

ARTICLE 21 – NO STRIKE/NO LOCKOUT 20

ARTICLE 22 – PROTECTION OF INDIVIDUAL RIGHTS 21

ARTICLE 23 – WORKERS’ COMPENSATION AND UNEMPLOYMENT COMPENSATION
..... 21

ARTICLE 24 – JURY DUTY	22
ARTICLE 25 – COURT APPEARANCE.....	22
ARTICLE 26 – VACATION LEAVE.....	23
ARTICLE 27 – HOLIDAYS	25
ARTICLE 28 – SICK LEAVE	27
ARTICLE 29 – PERSONAL LEAVE.....	31
ARTICLE 30 – HOSPITALIZATIONS, SURGICAL AND MAJOR MEDICAL BENEFITS AND DENTAL AND VISION CARE COVERAGE	31
ARTICLE 31 - GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE.....	33
ARTICLE 32 – OHIO PUBLIC EMPLOYEE RETIREMENT SYSTEM.....	33
ARTICLE 33 – UNIFORMS.....	34
ARTICLE 34 – HOURS OF WORK.....	35
ARTICLE 35 – OVERTIME	37
ARTICLE 36 – GENERAL WORKING CONDITIONS	41
ARTICLE 37 – SUCCESSORS	41
ARTICLE 38 – WAGES	41
ARTICLE 39 – SAVINGS	45
ARTICLE 40 – DURATION.....	45
SIDE LETTER A.....	46
SIDE LETTER B	49

AGREEMENT

THIS AGREEMENT is entered into by and between Ohio Turnpike and Infrastructure 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 a bargaining unit including all regular full-time nonsupervisory field employees in the Maintenance Department of the Commission, except section clerks and sign shop clerks.

WITNESSETH

WHEREAS, the parties hereto have reached an agreement as a result of collective bargaining, and 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 AGREEMENT

- 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 the bargaining unit for which this recognition is accorded and defined in the Certification issued by the State Employment Relations Board on March 28, 2002 (Case No. 01-REP-09-0217).
- 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

- 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

- 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 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 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 incident responder, 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 Director of Administration, 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. 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

- 4.1 Except as noted below, the Commission shall deduct dues and initiation fees from an employee's wages upon receipt from the Union of an authorization card bearing the signature of the employee. The Union initiation fee of \$250.00 shall be deducted in \$50.00 installments in each pay period until paid in full.
- 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 Nothing in this Article shall be deemed to require any employee to become a member of the Union. All employees covered by this Agreement who have not become Union members may voluntarily elect to pay a fair share fee. If an employee voluntarily signs a fair share authorization, and a copy of the fair share authorization is given to the Employer, then the Employer will submit the fair share fee to the Union in the same manner as it submits Union dues deductions. All disputes concerning the amount of fair share fees shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the Union's internal rebate reduction procedure, and the Union warrants to the Employer that it has a fair share fee notice and internal rebate procedure that complies with both federal and state law.
- 4.4 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.
- 4.5 Names and addresses of all new bargaining unit employees shall be provided to the Union on a monthly basis.
- 4.6 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

- 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) intervention; and (6) equipment or material delivery and setup.
- 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, and painting.

ARTICLE 6 – NON-DISCRIMINATION

- 6.1 Neither the Commission nor the Union shall unlawfully discriminate against any employee of the bargaining unit on the basis of race, sex, color, religion, age, national origin, political affiliation, union affiliation and activity, disability, genetic information, sexual orientation, or any other protected class under federal or state law 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

- 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:
- a. Voluntary termination of employment;
 - b. Discharge for just cause;
 - c. Acceptance of other employment while on leave, except for Union Leave, as provided herein;
 - d. Layoff in excess of twenty-four (24) consecutive months;
 - e. Absence due to illness or injury in excess of twelve (12) consecutive months; or
 - f. Except as prohibited by law, 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. If the Commission believes that a longer probationary period is necessary, the Commission shall contact the Union, and upon mutual agreement between the parties, said probationary period may be extended up to ninety (90) days.

- 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 the Employee Extranet for the bargaining unit. 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 flipping a coin in the presence of two employees (for whose seniority is to be determined) or a Union representative and one supervisor.
- 7.9 Except where amended, seniority shall prevail in filling job vacancies, work assignments, layoffs, recall, vacation selection and bumping rights.
- 7.10 The Commission reserves the right to offer employees by seniority at the affected facility a transfer to an adjacent maintenance building, as applicable, where a vacancy exists. If no employee accepts, then the Commission will move forward with the layoff action.
- 7.11 In the event a layoff becomes necessary, the following shall apply:
- Among all maintenance employees in the work unit where the layoff will occur:
- a. All probationary employees shall be laid off first;
 - b. Then, non-probationary employees by seniority who volunteer for the layoff;
 - c. Then, non-probationary employees by reverse seniority; and
 - d. The employee who is laid off may exercise his/her seniority to bump a less senior employee in any other unit if he/she is qualified and has the skill and ability to perform the work of the other unit.
- 7.12 When laid-off employees are recalled, the employee with the greatest seniority Turnpike-wide shall be the first to be called back. It is the employee's responsibility to maintain a current address with the Commission. Should the employee fail to return to work within three days from the date a notice of recall is given, the employee waives any recall rights

and loses seniority under Section 7.2 above. Additionally, any employee who refuses a recall to his or her former position, loses seniority under Section 7.2.

- 7.13 Employees to be laid off shall be given two (2) weeks' notice or, in lieu thereof, two (2) weeks' pay.
- 7.14 Senior qualified employees may exercise their bumping right in the event of layoffs by displacing a less senior employee Turnpike-wide. 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.

ARTICLE 8 – VACANCIES

- 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 ten (10) workdays following the closing of the bid. If the employee declines two (2) bids, then the employee must accept the next bid offered or they cannot bid again for ninety (90) days.
- 8.5 The successful bidder shall be given a thirty (30) day trial period, except for skilled trades, 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 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 full-time bidders from any other maintenance building, then laid-off, full-time maintenance employees will be recalled in order of seniority.
 - d. If the successful bidder declines, the Commission will continue with the original list for selection until a bidder accepts or no bidders are left. Then, a new hire shall fill the vacancy.

ARTICLE 9 – DISCIPLINE

- 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.

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 lead to disciplinary action.
- 9.7 If the employee is subject to termination, the Union steward and the exclusive representative will be notified. If the employee fails or refuses to report to their assigned location to receive discipline, the appropriate level of discipline will be served upon the employee via Overnight Mail with the Union notified and copied of same.

ARTICLE 10 – PERSONNEL FILES

- 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

- 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 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. 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 their designee. 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 their designee 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 or her 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

- 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. Unless the parties mutually agree otherwise, the Union shall then request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service within thirty (30) calendar days after providing its request for arbitration. No arbitrator may order relief of any kind in the event that these time limits are not satisfied.
- 12.3 Selection of Arbitrator. The parties shall select an arbitrator from a panel of seven (7) potential arbitrators supplied by the Federal Mediation and Conciliation Service ("FMCS") pursuant to its rules. The parties shall select an arbitrator via alternate strike method with either party possessing the right to request a second panel prior to the process of striking. A coin flip shall determine who strikes the first name on the panel. The name of the arbitrator remaining at the end of the process shall be selected for the arbitration hearing.
- 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 using the procedure set forth in section 12.3. The hearing date(s) shall be established at the time the arbitrator is selected or as soon as practical thereafter. The hearing shall occur within six (6) months of the arbitration demand date, if the arbitrator has a date open during said six (6) month period, if not, then the first available date on the arbitrator's schedule shall be the deadline.

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 FMCS for labor arbitration shall govern the procedure. The losing party as determined by the Arbitrator shall be solely responsible for the cost of the arbitrator. The parties shall equally split the cost of the court reporter and transcript. 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 The arbitrator's authority shall be limited to the interpretation of the written Collective Bargaining Agreement, and he/she shall have no authority to add to, subtract from or modify the provisions of the Agreement; to rule upon issues governed by law; or make an award conflicting with the law.

ARTICLE 13 – LEAVES OF ABSENCE

- 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 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 Ohio 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, the department head or the Executive Director 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 or Executive Director shall be cause for disciplinary action, and repeated absence shall be just cause for dismissal.

ARTICLE 14 – MILITARY LEAVE

- 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

- 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 Director of Administration 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

- 16.1 There shall be a joint committee on safety and health from the maintenance department. Three (3) members of the committee shall be from non-supervisory personnel and selected by the Union, and three (3) members of the committee shall be from administration and selected by the Executive Director. The committee shall select a

chair. The committee shall meet at the request of either the Union or management representatives, but except in cases of emergency, the committee 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 to the supervisor that the work requires the employee 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 shall 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. Failure to report an incident/accident within twenty-four (24) hours may result in disciplinary action.
- 16.7 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.

- 16.8 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.
- 16.9 Employees shall not be held financially responsible for loss or damages unless gross negligence has been demonstrated.
- 16.10 The Commission shall provide the required forms for the purpose of reporting losses, faulty equipment, and accidents.
- 16.11 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 and/or PERRA regulations.
- 16.12 The Commission shall provide first aid materials in each maintenance building.
- 16.13 The Commission shall be responsible for maintaining clean, sanitary, and safe facilities.
- 16.14 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

- 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

- 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 separation of employment, an employee shall receive payment for all wages due and the established proportion of earned, but unused, pre-1992 sick leave and all previously accrued vacation leave within thirty (30) days of date of separation. Payment for post-1992 sick leave will be made to employees who retire in accordance with Section 28.18.

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

- 19.1 An employee may be required to undergo medical testing under the following circumstances:
- a. 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;
 - b. The Employee is involved in a work-related accident involving a commercial motor vehicle, and the accident involved the loss of human life;
 - c. The employee is involved in a work-related accident resulting in personal injury, injury to others, or damage to any property;
 - d. 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
 - e. 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. On the second 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/her signature to the random list generated.

ARTICLE 20 - ATTENDANCE

- 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 a point basis. Employees will be charged with points for a variety of conduct. Points will be accrued over a rolling twelve (12) month period. The following schedule describes how points shall be issued:

- 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) point, except as excluded in subparagraph d.
 - (ii.) Excused Absences (Four (4) hours or less): Each excused absence of four (4) hours or less shall count as one-half (1/2) point, except as excluded in subparagraph d.
 - (iii.) Unexcused Absences: Each unexcused absence shall count as two (2) points. Each consecutive day of unexcused absence shall count as a separate occurrence of unexcused absence.
 - (iv.) Unreported Absence: Each unreported absence shall count as four (4) points. 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) point if the tardy is for more than one-quarter (1/4) hour and one-half (1/2) point 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) point, except as excluded in subparagraph d.
 - (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) point, except as excluded in subparagraph d.
- d. Exclusions. An employee shall not be charged with any points for the first five (5) occurrences of excused absence. Additionally, an employee shall not be charged with absences approved as vacation, 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.
- e. The following schedule describes the affirmative steps which shall be taken in the event an employee accrues points during the rolling twelve (12) month period:
 - 4 Points: Written reminder of the attendance policy and the employee's status thereunder.
 - 6 Points: Formal attendance counseling.
 - 8 Points: Three (3) day administrative suspension.
 - 10 Points: 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/NO LOCKOUT

- 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 slowdown, which violates R.C. § 4117. Any employee engaging in a strike, work stoppage, interference with work or slowdown 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

- 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 COMPENSATION

- 23.1 An employee who claims Workers’ Compensation indemnity 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 a 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 indemnity 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 an absence 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/her 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 or her regularly scheduled working hours, shall receive his or her regular hourly rate of pay for such time, which shall be chargeable to his/her 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

- 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

- 25.1 When an employee is required to appear in court for the purpose of testifying because of any incident or event he or she 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

- 26.1 Each regular full-time employee shall accrue vacation leave at the scheduled rate below. Employees are credited with accrued vacation leave on a biweekly pay period basis. The accrual is calculated on straight-time hours worked or approved paid leave taken during the biweekly pay period.

Employees that have worked eighty (80) straight-time hours or have worked and/or have been on an approved paid leave equal to an amount of eighty (80) hours during the pay period shall be credited with the full amount of vacation accrual for the period. Employees paid for less than eighty (80) straight-time hours will be credited with a prorated amount of leave according to the schedule.

Years of Service Completed	Maximum Biweekly Accrual Rate	Maximum Annual Accrual Rate
Less than 4 years	3.08	80.08
4 years	3.39	88.14
5 years	3.70	96.20
6 years	4.00	104.00
7 years	4.31	112.06
8 years	4.62	120.12
9 years	4.93	128.18
10 years	5.24	136.24
11 years	5.54	144.04
12 years	5.85	152.10
13 years	6.16	160.16
14 years	6.47	168.22
15 years	6.77	176.02
16 years	7.08	184.08
17 years	7.39	192.14
18 years or more	7.70	200.20

- 26.2 Preference for the time when vacations are to be taken shall be exercised in accordance with seniority in each installation, as previously defined herein in Article 7, “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.
- 26.3 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.
- 26.4 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 incident

responders and mechanics, who shall have their own vacation schedule. Between April 1 and October 31, a maximum of six (6) 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 employees can be scheduled on vacation at any time except during the summer (the first Monday after the last Friday in April through October 31) two (2) sign shop employees can be scheduled. The incident responders 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.

- 26.5 Following the initial vacation selection process referenced above, should an employee have accrued but unused vacation leave, such leave may be requested at least twenty-four (24) hours in advance, subject to the approval of the Department Head, in accordance with the provisions specified in Sections above. Partial day vacations may not be less than one-half (1/2) day.

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.

- 26.6 Once vacation is scheduled, it must be taken during that time, unless the employee cancels the vacation at least twenty-four (24) hours in advance 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.

- 26.7 An employee shall receive a final payment for all accrued vacation leave not taken or converted to pay at the time of separation regardless of the reason for separation. Vacation leave paid at the time of separation is not considered to be "earnable salary" under OPERS and contributions will not be withheld.
- 26.8 Any employee who is entitled to less than five (5) vacation days with pay during his/her first year of employment 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.

- 26.9 Whenever a holiday occurs during the vacation leave, that day shall not be charged as a day of vacation.
- 26.10 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.
- 26.11 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.
- 26.12 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. 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 26.13 for the vacation earned during that year, but not awarded until the first day of the next calendar year.
- 26.13 **Annual Conversion of Vacation.** An employee may convert to pay an amount equal to the unused vacation leave hours for vacation leave accumulated from PY 01 to PY 23 of the current year. The request for vacation leave conversion must be made by October 20. Payment for converted vacation leave will be made in December and will be paid at the employee's rate of pay in effect on the last day of the pay period in which the payment is made. Once an election is made, the election may not be revoked for any reason.

However, if the employee's vacation leave balance is less than the number of hours elected, only those vacation hours remaining will be converted to pay. The maximum amount of the converted vacation leave that can be considered "earnable salary", under the OPERS Annual Conversion Plan, is the amount that the employee accrues through PY 23, less any amounts taken through PY 23. The payment will be subject to OPERS contributions in addition to any applicable income tax withholding.

ARTICLE 27 – HOLIDAYS

- 27.1 The following holidays shall be observed:
- a. January 1
 - b. Third Monday in January
 - c. Third Monday in February
 - d. Good Friday (that is, Friday before Easter)

- e. Last Monday in May
- f. June 19
- g. July 4
- h. First Monday in September
- i. Second Monday in October
- j. November 11
- k. Fourth Thursday in November
- l. 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.

Incident responders, instead of taking a day off as determined by their supervisor, may have the day added to their vacation.

- 27.2 In the event a full-time Maintenance 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 11:01 p.m. and 11:00 p.m. 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 Maintenance 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 11:01 p.m. and 11:00 p.m. 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.

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

- 27.4 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, provided the unpaid leave exceeds thirty (30) minutes.
- 27.5 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

- 28.1 Full-time employees of the Commission shall accrue sick leave at a rate of 4.62 hours for each eighty (80) hours of work or approved paid leave taken beginning with the first day of employment with the Commission. An initial credit of forty (40) hours sick leave will be advanced to a new full-time employee and will be charged against sick leave subsequently earned.
- 28.2 The Commission shall provide a sickness and accident insurance plan for employees which shall pay sixty percent (60%) of an employee's regular hourly rate after fifteen (15) workdays of continuous absence for twenty-six (26) weeks. Employees must first 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 forty percent (40%) 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 four (4) workdays sick leave upon death of father, mother, husband, wife, son, or daughter and one (1) day paid bereavement leave, not deducted from sick leave, for the day of the funeral.
 - b. Employee shall be granted up to two (2) workdays sick leave for death of grandparents, father-in-law, mother-in-law, foster or stepparent, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchildren to

attend the funeral and one (1) day paid bereavement leave, not deducted from sick leave, for the day of 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, including any work restrictions.

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 incident responder, the employee will not need to call back to report the sickness to the supervisor. However, if an employee cannot leave a message on the answering machine or with the incident responder, the employee shall contact the Berea Radio Room to report off.

- 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 The 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 Article.
- 28.16 Employees may defer unused accumulated sick leave hours to the following year subject to the carryover limits below.

1. SICK LEAVE ACCUMULATED ON OR AFTER JULY 1, 1992.

Sick leave accrued on or after July 1, 1992 that is unused will carryover each year and may continue to accumulate to a total of one thousand (1,000) hours.

2. SICK LEAVE ACCUMULATED PRIOR TO JULY 1, 1992.

Sick leave accrued prior to July 1, 1992 that is unused will continue to carryover each year, except as used by the employee after the employee has used all accumulated sick leave earned after July 1, 1992.

28.17 **Annual Conversion of Sick Leave.** An employee may convert to pay an amount equal to the unused sick leave hours for sick leave accumulated from PY 01 to PY 23 of the current year.

The request for sick leave conversion must be made by October 20. Payment for converted sick leave will be made in December and will be paid at fifty percent (50%) of the employee's rate of pay in effect on the last day of the pay period in which the payment is made. Once an election is made, the election may not be revoked for any reason.

OPERS Treatment. The maximum amount of the converted sick leave that can be considered "earnable salary", under the OPERS Annual Conversion Plan, is the amount that the employee accrues through PY 23, less any amounts taken through PY 23. The payment will be subject to OPERS contributions in addition to any applicable income tax withholding.

Conversion of Sick Leave from Prior Years. An employee with five (5) or more years of service that has elected to convert all of the unused sick leave accrued during the year may also elect to convert any amount of their unused sick leave accumulated from prior years, except that the election of unused sick leave hours accumulated prior to July 1, 1992 cannot exceed ten percent (10%) of the June 30, 1992 balance and as long as the full amount of this additional sick leave conversion payment is deposited to the employee's deferred compensation account with the Ohio Public Employees Deferred Compensation Program. The payment of prior years' unused sick leave will not be subject to OPERS contributions but will be subject to any applicable income tax withholding.

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 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 Ohio Public Employees Retirement System.
- The Commission has received approval of the retirement from the Ohio 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 payment under Section 28.18, the payment the 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 the employee's estate.

ARTICLE 29 – PERSONAL LEAVE

- 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 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

- 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, a medical insurance plan that includes dental, prescription drug and vision care benefits.
- 30.2 These benefits are furnished to specified dependents of an employee as well. There shall be three options for a medical insurance plan, a 90/10 Preferred Provider Organization (PPO) Plan, an 80/20 PPO Plan, and a High Deductible PPO with Health Savings Account (HSA). The employee portion of the premium payment will be as follows:

Plan A - 2022	90/10 Coverage - \$500/\$1000 Deductible 12% (Single) Employee Contribution 10% (2-Person) and (Family) Employee Contribution Health Care Lumpsums – \$200.00 – Single (Paid Quarterly) \$700.00 – 2-Person \$1300.00 – Family
Plan A – 2023	12% Employee Contribution (All Levels) Health Care Lumpsums – \$600.00 – 2-Person (Paid Quarterly) \$800.00 – Family
Plan B	80/20 Coverage - \$200/\$400 Deductible 14% Employee Contribution (All Levels)
Plan C	High Deductible Plan with Health Savings Account \$2800.00/\$5600.00 Deductible 8% Employee Contribution (All Levels) Commission will contribute \$600 Single, \$900 2-Person, \$1,200 Family to the employee’s Health Savings Account

Effective with 2022 health care benefits, enhanced dental plan (Plan 3A) and vision benefits (Plan 2) included at no additional cost to the employee.

The prescription drug plan for Plans A and B will reflect a \$7 deductible for generic drugs, a \$15 deductible for formulary drugs where no generic drug is available and a \$25 deductible for non-formulary drugs when a generic drug is available. For Plan C, prescription drug coverage is covered at 80/20 after the deductible is reached.

- 30.3 The details of the coverage are explained in the summary plan descriptions (SPDs), which are provided annually to employees during open enrollment in accordance with the Affordable Care Act.
- 30.4 For 2021, Employees eligible for medical insurance who decide to opt for no coverage shall be paid One Hundred Dollars (\$100.00) per month. Effective 1/1/2022, Employees eligible for employee only medical insurance who decide to opt for no coverage shall be paid no more than One Hundred Dollars (\$100.00) per month. Employees eligible for 2-person coverage who opt-out will be paid a maximum of Two Hundred Fifty Dollars (\$250.00) per month and employees who are eligible for Family coverage who opt-out will be paid a maximum of Three Hundred Fifty Dollars (\$350.00) per month. The employee will be reimbursed for the health insurance employee contribution amount paid to the spouse’s employer or the opt-out maximum payment, whichever is lower. These options are 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 (a) elect to be eligible for cash payments no more than One Hundred Dollars (\$100.00), Two Hundred Fifty Dollars (\$250.00) or Three Hundred Fifty Dollars (\$350.00) if the employee and applicable dependents do not elect the coverage; or (b) pay for required employee contributions for medical insurance premiums on a pre-tax basis. 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

- 31.1 Each full-time employee is entitled to group life insurance of \$50,000 with a double indemnity feature included for accidental deaths. 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. Details of the benefit are included in the Certificate of Coverage, a copy of which is provided to all employees.
- 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.

ARTICLE 32 – OHIO PUBLIC EMPLOYEE RETIREMENT SYSTEM

- 32.1 By statute, enacted by the General Assembly of Ohio, all employees, including part-time employees, of the Commission qualify and therefore automatically become members of the Ohio Public Employees Retirement System. 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 10% from the employee's earnings and contribute an additional 14.0% of the total amount earned by member employees which are paid into the fund.
- 32.2 The benefits and operation of this Ohio Public Employees Retirement System are more fully set forth and explained in detail in "A Handbook for Members," published by the Ohio Public Employees Retirement System. Space does not here permit us to set forth the operation of this plan in detail.

- 32.3 OPERS 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 Ohio Public Employees Retirement System (“OPERS”). Such pick-up shall not alter the amount of or character of contributions that are required to be made to OPERS by the Commission and by OPERS 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

- 33.1 Uniforms for 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 Work gloves will be furnished to maintenance employees with the cost to be borne by the Commission.
- 33.3 The Commission shall furnish maternity uniforms.
- 33.4 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.
- 33.5 The Commission will reimburse Maintenance employees up to \$125.00 for the remainder of 2021 as a boot allowance. To be eligible for reimbursement, employees must present a receipt to Human Resources showing date of purchase in the calendar year being requested and type of work boot. A separate check will then be issued to employees for reimbursement.
- 33.6 The Commission will issue employees a one-time stipend of Two Hundred Fifty Dollars (\$250.00) paid out annually, in the payroll period that includes April 1, for work boots. Stipend issuance shall be effective in 2022, in conjunction with the specifications outlined below.

Employees shall wear appropriate safety work boots to protect the employee’s feet at all times, while at work. Work boots must comply with the following three (3) specifications: (1) Be at least 6” in height to cover the ankle; (2) Have impact toe protection; and (3) Be puncture resistant compliant with ASTM F2413 guidelines.

ARTICLE 34 – HOURS OF WORK

- 34.1 The work week shall begin at 11:01 p.m. on Saturday (Sunday) and end at 11:00 p.m. on the following Saturday.
- 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 incident responders, mechanics, and clerical personnel, shall be as follows:
- a. 7:00 a.m. to 3:00 p.m. for day shift employees and 9:00 p.m. Monday to 7:00 a.m. Friday for scheduled Night Work.

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 incident responders shall be five (5) consecutive days worked, followed by two consecutive days off in accordance with a pre-established schedule, eight (8) hours per day, forty (40) hours per week.

The normal working hours for incident responders 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., October 16 through the last Friday in April; 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., the Saturday after the last Friday in April through October 15, with an allowance of thirty (30) minutes for lunch each day.

- 34.9 The normal working hours (except for incident responders) 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 an early or late lunch break.

34.11 Snow and Ice Schedule.

- a. During the snow season, October 16 through the last Friday in April, there shall be established two crews for all maintenance personnel performing snow and ice operations.
- b. The schedule for the snow and ice season (October 16 – the last Friday in April) shall be 11:00 a.m. to 11:00 p.m. (Crew A) and 11:00 p.m. to 11:00 a.m. (Crew B). Unless snow and ice is declared, the schedules shall be 7:00 a.m. – 3:00 p.m.
- c. No crew shall be required to report earlier than their 11:00 a.m. or 11:00 p.m. starting times in cases where snow and ice operations have 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 selection the following year. 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 operations by 3:00 p.m. whenever possible. On the first day in any week which snow, and ice operations are required, Crew A shall end their shift at 11:00 a.m. and return to work at 3:00 p.m. and work from 3:00 p.m. to 11:00 p.m. and shall receive one (1) hour paid travel time if the employee returns to work at 3:00 p.m.
- g. Call out for snow and ice pursuant to Section 27.3 does not trigger snow and ice for the rest of the holiday week unless snow and ice had been scheduled during the same week before the holiday.

34.12 Scheduled Night Work Operations.

- a. During scheduled night work operations, employees will normally be scheduled for four (4) 10-hour consecutive shifts during the period from the last Sunday in April through the third Saturday in October. Night work operations will not exceed a total of sixteen (16) weeks during said period.
- b. Employees will have the opportunity to bid by seniority for scheduled night work operations on each Friday prior to the scheduled night work operations commencing for each one-week period. The Commission will post the roadway operations work to be performed with each one-week schedule.
- c. If inclement weather or other emergencies occur preventing scheduled night work operations to continue, employees will remain on the schedule for the remainder of the week.
- d. Employees who bid on scheduled night work operations will be paid a shift differential of fifteen percent (15%) per hour, for all hours worked during all scheduled night work hours.

ARTICLE 35 – OVERTIME

- 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 11:00 p.m., the hours worked 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/her 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 maintenance work unit, as follows:

- i. Maintenance Section Roadway Personnel
- ii. Maintenance Section Mechanics
- iii. Maintenance Incident Responders
- iv. Division Plumbers
- v. Division Electricians
- vi. Division Carpenters
- vii. Division Technicians
- viii. Division Mechanics
- ix. Division Welder
- x. Division Clerical Personnel
- xi. Landscape Crew
- xii. Building Checkman
- xiii. Building Checkman/Roadway
- xiv. Sign Shop Personnel
- xv. Division Sign Shop
- xvi. Backup Building Check Man
- xvii. 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, except from the fourth quarter to the first quarter of the following year, on a net basis. For the first quarter of each year the equalization roster will be reset to zero. 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 Non-Snow and Ice Overtime by Crew.

- a. Two (2) separate crews for overtime purposes for all maintenance personnel, shall be established and, except in cases of emergency, the crews will be subject to being called out for overtime during the period from the Monday after the last Friday in April through October 15. 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. All maintenance personnel on the crew that does not have overtime responsibility will not be charged with unavailability for overtime.
- b. Division personnel not assigned to snow and ice shall remain on the two (2) week alternating schedule.
- c. 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 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.

35.11 Break Periods.

- a. 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 exceed five (5) hours or more.

- b. 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.

- 35.12 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.

- 35.13 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.

- 35.14 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 of one and one-half (1-1/2) times the normal rate.

- 35.15 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 36 – GENERAL WORKING CONDITIONS

- 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.
- 36.4 The Commission will reimburse employees for any job-related training and/or education received through accredited trade schools, technical schools, and/or colleges under the terms, conditions and limits outlined in the Commission’s Educational Assistance Policy.

ARTICLE 37 – SUCCESSORS

- 37.1 In the event the Commission sells, leases, transfers, or assigns the operation of the Ohio Turnpike, the Commission will require the successor or party who acquires the Ohio Turnpike to recognize the Union, employ such former employees of the Commission as it deems necessary for its operation and to accept this Agreement until at least its expiration date, with the exception of those terms exclusively for public employees should the successor or acquirer be a private employer. The provisions contained herein shall be considered void if they violate any law.

ARTICLE 38 – WAGES

- 38.1 The hourly wage rates for full-time nonsupervisory employees in the maintenance department, in effect July 1, 2020 for Class II/III, Class IV, Class VI, DSC, ADSC and MTC and January 1, 2021 for Class IV-A and Class V, including Level 1, defined as being “New Hire Six (6) Month Probationary Period,” after a minimum of six (6) months in Level 1, who are retained and advanced to Level 2, are as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
<u>MW Class II/III Series</u> MW218, MW220, MW221, MW225, MW229, MW230, MW235, MW236, MW240, MW280, MW 325, MW 327, MW329, MW341	22.07	24.43	25.94	27.14	27.62	
<u>MW Class IV Series</u> MW428, MW442	22.87	25.34	26.91	28.35	28.92	

<u>MW Class IV-A Series (Trades)</u> M4A54, M4A64, M4A74, M4A84, MW433	24.35	26.64	27.97	29.37	30.83	
<u>MW Class IV-A Series (Mechanics)</u> M4A24, M4A94, M4A97, MW425	24.97	27.31	28.67	30.10	31.61	
<u>MW Class V Series (Trades)</u> MW555, MW565, MW575, MW585	24.85	27.18	28.54	29.97	31.47	
<u>MW Class V Series (Mechanics)</u> MW595, MW598	26.21	28.67	30.10	31.61	33.19	
<u>MW Class VI Series</u> MW626	24.93	27.66	29.69	30.24	30.86	
Div. Stores Clerk – DSC23	25.55	28.35	30.08	31.55	32.91	34.42
Asst. Division Stores Clerk – DSC24	22.83	25.28	26.83	28.07	29.30	30.53
Maintenance Clerk – MTC26	17.88	19.72	20.94	21.72	22.65	23.71

Level increases are automatic and based upon longevity one year between each level from Level 2, through Level 5 or 6, and will be effective the first payroll period after reaching the appropriate step.

38.2 The hourly wage rates for full-time nonsupervisory employees in the maintenance department, in effect January 9, 2022, including Level 1, defined as being “New Hire Six (6) Month Probationary Period,” after a minimum of six (6) months in Level 1, who are retained and advanced to Level 2, are as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
<u>MW Class II/III Series</u> MW218, MW220, MW221, MW225, MW229, MW230, MW235, MW236, MW240, MW280, MW 325, MW 327, MW329, MW341	22.95	25.40	26.98	28.23	28.73	
<u>MW Class IV Series</u> MW428, MW442	23.78	26.35	27.98	29.49	30.07	
<u>MW Class IV-A Series (Trades)</u> M4A54, M4A64, M4A74, M4A84, MW433	26.64	27.97	29.37	30.83	32.38	
<u>MW Class IV-A Series (Mechanics)</u> M4A24, M4A94, M4A97, MW425	27.31	28.67	30.10	31.61	33.19	

<u>MW Class V Series (Trades)</u> MW555, MW565, MW575, MW585	27.18	28.54	29.97	31.47	33.04	
<u>MW Class V Series (Mechanics)</u> MW595, MW598	28.67	30.10	31.61	33.19	34.85	
<u>MW Class VI Series</u> MW626	25.93	28.77	30.88	31.45	32.10	
Div. Stores Clerk – DSC23	26.58	29.49	31.29	32.81	34.23	35.80
Asst. Division Stores Clerk – DSC24	23.74	26.29	27.91	29.20	30.48	31.76
Maintenance Clerk – MTC26	18.59	20.51	21.78	22.59	23.56	24.66

Level increases are automatic and based upon longevity one year between each level from Level 2, through Level 5 or 6, and will be effective the first payroll period after reaching the appropriate step.

- 38.3 The hourly wage rates for full-time nonsupervisory employees in the maintenance department, in effect January 8, 2023, including Level 1, defined as being “New Hire Six (6) Month Probationary Period,” after a minimum of six (6) months in Level 1, who are retained and advanced to Level 2, are as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>	<u>Level 6</u>
<u>MW Class II/III Series</u> MW218, MW220, MW221, MW225, MW229, MW230, MW235, MW236, MW240, MW280, MW 325, MW 327, MW329, MW341	23.87	26.42	28.06	29.36	29.88	
<u>MW Class IV Series</u> MW428, MW442	24.73	27.41	29.10	30.66	31.27	
<u>MW Class IV-A Series (Trades)</u> M4A54, M4A64, M4A74, M4A84, MW433	27.70	29.09	30.54	32.07	33.67	
<u>MW Class IV-A Series (Mechanics)</u> M4A24, M4A94, M4A97, MW425	28.40	29.82	31.31	32.87	34.52	
<u>MW Class V Series (Trades)</u> MW555, MW565, MW575, MW585	28.27	29.68	31.17	32.72	34.36	
<u>MW Class V Series (Mechanics)</u> MW595, MW598	29.82	31.31	32.87	34.52	36.24	
<u>MW Class VI Series</u>	26.96	29.92	32.12	32.70	33.38	

MW626						
Div. Stores Clerk – DSC23	27.64	30.66	32.54	34.12	35.60	37.23
Asst. Division Stores Clerk – DSC24	24.69	27.34	29.02	30.37	31.70	33.03
Maintenance Clerk – MTC26	19.33	21.33	22.65	23.49	24.50	25.64

Level increases are automatic and based upon longevity one year between each level from Level 2, through Level 5 or 6, and will be effective the first payroll period after reaching the appropriate step.

38.4 Longevity Pay. 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 effective on the first payroll period following the qualifying anniversary date of the employee.

38.5 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 non-membership 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.

- 38.6 All employees shall be required to use direct deposit to receive their paychecks.
- 38.7 Wage Adjustment. Agreed to one-time wage adjustments for Trade and Mechanic positions have been incorporated into Articles 38.1, 38.2 and 38.3.

ARTICLE 39 – SAVINGS

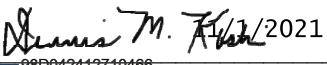
39.1 Should any part of this Agreement be declared invalid by operation of law or by a tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of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


ARTICLE 40 – DURATION


40.1 This Agreement shall continue in full force and effect for the period January 1, 2021 through December 31, 2023 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 29th day of October, 2021

DocuSigned by:

 98D042412710480...
 Dennis Kashi, President/Business Manager
 Teamsters Local Union No. 436


DocuSigned by:

 158DBDC27F62458...
 Fred Crow, Secretary Treasurer/Business Agent
 Teamsters Local Union No. 436

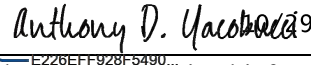
DocuSigned by:

 CF44F51E24AB46A...
 Ferzan M. Ahmed, Executive Director
 Ohio Turnpike and Infrastructure Commission


DocuSigned by:

 74F712CEEAF04A5...
 Matthew J. Cole, Director of Administration
 Ohio Turnpike and Infrastructure Commission

DocuSigned by:

 4A29B5C9B52B423...
 Jennifer L. Stueber, General Counsel
 Ohio Turnpike and Infrastructure Commission

DocuSigned by:

 3DE1ECD6AFC04EB...
 Martin Seekely, CFO/Comptroller/DED
 Ohio Turnpike and Infrastructure Commission

DocuSigned by:

 E226EFF928F5490...
 Anthony Yacobucci, Chief Engineer
 Ohio Turnpike and Infrastructure Commission

DocuSigned by:
 10/29/2021
C16631B8E2C7491...
Christopher Matta, Deputy Chief Engineer
Ohio Turnpike and Infrastructure Commission

SIDE LETTER A
Diversity and Inclusion Training and Development Plan

The Diversity and Inclusion Training and Development Program is a new training mechanism for the entry level position of MW Class II (MW220) Roadway in the Maintenance Department. The program is designed to provide and include diverse and underrepresented individuals an opportunity to learn skills, gain knowledge, and increase their abilities to potentially become permanent Commission employees.

It is an opportunity to expand outreach and recruit for increased diversity, as well as provide the Commission an opportunity to develop and provide skills, knowledge, and abilities to the candidates.

The development program establishes and implements training both on the job and opportunities for education to achieve required skill sets, and licensure, to become MW Class II (MW220) Roadway employees.

The program provides recruitment opportunities for candidates with diverse backgrounds who might not otherwise have the opportunity to be considered for the opportunities the Commission has to offer.

The program provides for both a succession of new employees and increasing their ability and opportunity to learn from and be trained by maintenance supervisors and skilled Roadway employees while performing work.

The program supplements Roadway Maintenance on a limited basis (not to exceed 8 apprentices Turnpike-wide at a time), not replace, the current process for recruiting and hiring of permanent Roadway Maintenance employees. The goal is to employ and provide opportunities to individuals who might not have the opportunity to work in similar positions prior to applying to the Commission.

The program will clearly identify a training curriculum and is limited in scope to a reasonable number of positions, as stated above, and as determined by the operational needs of the Commission.

The trainee positions are considered bargaining unit positions and subject to the terms of the collective bargaining agreement, except for the conditions provided below.

Key elements of the program include:

1. The selection process is based on competency and demonstrated ability to learn

and be able to secure the necessary licensure such as a Commercial Driver License Class A with Tanker Endorsement (CDL) and skills.

2. Trainees must sign an agreement agreeing to the terms of the training program.
3. The program encompasses a two (2) year training process (2-year commitment).

There shall be a Joint Training Committee consisting of Commission and Union members that will evaluate the trainees on their abilities to complete duties, their skill levels, any disciplinary actions that may arise, etc. The Joint Training Committee shall evaluate and recommend if trainees are to be retained or released.

First Year - Initial probationary period provides for with dismissal at any time with no ability to grieve or appeal. Trainees must complete at least the first year prior to graduation from the program. The decision whether to continue a trainee's employment is determined by the Commission.

Second Year - Retention is based on the trainee's ability to perform the functions and job duties of the training program, as well as other applicable employment requirements, such as good behavior and attendance. The decision whether to continue a trainee's employment is determined by the Commission. A trainee's grievance is limited to their ability to perform the duties required for the position only, at the time of discharge.

- a. Trainee may "graduate" or be released at any time during the second year with the recommendation of the Joint Training Committee and as determined by the Commission.
4. Trainees are not eligible for permanent vacancies until successful completion of the training program and subsequent to internal bidding for current regular full-time employees.
5. Trainees are subject to assignment to a Section Maintenance Building as determined by the Commission.
6. Trainees will be placed at step 1 rate of the applicable MW Class II (MW 220) Roadway wage scale (per the CBA) and shall stay at that rate for the entire two (2) year program or until graduation. Once graduated, trainees will be placed into step 2 of the wage scale and progress pursuant to the terms of the collective bargaining agreement.
7. Trainees are subject to placement in work crews according to the stages of the training program, as assigned by the foreman. Trainees will not be used to replace or reduce the customary number of Roadway employees required to perform the work. Trainees are considered a "plus one" to the crew.
8. Work assignments for trainees are based on the functions and tasks required in the training program. The Joint Training Committee will work together to establish training guidelines for the training program. Final program design will

be at the discretion of the Commission.

9. Trainees are required to secure licensure (e.g., Commercial Driver's License Class A with Tanker Endorsement- CDL) within specified period, as established in the training program, prior to the completion of the training program. Failure to secure required licensure is sufficient and just cause grounds for termination.
10. Trainees do not accrue seniority while in the training program but will have the time in the training program credited, for vacation accrual purposes only, upon successful completion of the training program.
11. All work rules, policies, standards of conduct and the Collective Bargaining Agreement apply to trainees, except as amended herein.
12. Trainees will be scheduled a regular forty (40) hour work week and shall not be eligible for overtime. In regard to snow and ice operations, the trainee shall not be permitted to perform the work unless being trained, until he/she has been released early or has completed the two (2) year program and graduated successfully.
13. **Lay-Off-** In the event of a reduction in force or lay-off, trainees shall be laid off first before any bargaining unit employees.

Recall- All bargaining unit members shall be recalled (Per the CBA) before any recall of a trainee will occur.

Other terms and conditions of employment of trainees to be discussed and determined include but not limited to:

1. Wage Rate – Per #6.
2. Leave Accrual, e.g., vacation – Provided.
3. Health and Dental Insurance – Provided.
4. Life Insurance – Provided.
5. Uniforms – Same as permanent employees.
6. Boot Allowance – Same as permanent employees.
7. Working Hours/Schedule – Same as permanent employees, including split crews and/or nightwork. Key Elements New # 13 shall control.
8. Holiday Pay – Same as permanent employees at straight time.
9. Longevity Pay – Provided and counted towards total Commission longevity with permanent employment.
10. Probationary Period – As cited above.
11. Drug and Alcohol Testing Same permanent employees.
12. Job Vacancies – Per #4

SIDE LETTER B

Elimination of Incident Responder and Building Checkman Positions

The parties agree the Incident Responder and Building Checkman classifications will be eliminated pursuant to the following terms:

- Employees shall receive a one-time stipend in the amount of \$7000.00 at the time of their classification elimination. In lieu of payment, employees have the ability to deposit the stipend into the Ohio Deferred Compensation Program, per the laws and/or rules governing deposits, as established by Ohio Deferred Compensation.
- Employees will be transitioned into a MW Class II Roadway (MW220) position at their current maintenance building. Training will be provided, as needed, and will remain at their current maintenance building. Training will be universal for all affected, up to six (6) months, at the discretion of the foreman.
- Employees will not be able to exercise their seniority for job picks until released by the foreman.
- The *New Employee Checklist* will be used to evaluate employees transitional training.
- Parties will convene, as necessary, to address training issues.