



13-MED-09-1034
2958-02
K30702
03/06/2014

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE OHIO TURNPIKE AND INFRASTRUCTURE
COMMISSION**

AND

TEAMSTERS LOCAL UNION NO. 436

**AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

PART-TIME UNIT

JANUARY 1, 2014 THROUGH DECEMBER 31, 2016

TABLE OF CONTENTS

ARTICLE 1: PURPOSE AND INTENT OF THE AGREEMENT	1
ARTICLE 2: MANAGEMENT RIGHTS	1
ARTICLE 3: UNION RIGHTS	2
ARTICLE 4: UNION DUES – FAIR SHARE FEES	2
ARTICLE 5: LIMITATIONS ON NON-BARGAINING UNIT MEMBERS DOING BARGAINING UNIT WORK	3
ARTICLE 6: NON-DISCRIMINATION	4
ARTICLE 7: DISCIPLINE	4
ARTICLE 8: PERSONNEL FILES	5
ARTICLE 9: GRIEVANCE PROCEDURE.	6
ARTICLE 10: ARBITRATION PROCEDURE	7
ARTICLE 11: LEAVES OF ABSENCE	8
ARTICLE 12: SAFETY	8
ARTICLE 13: USE OF VEHICLES ON COMMISSION BUSINESS	9
ARTICLE 14: GENERAL PROVISIONS	9
ARTICLE 15: DRUG AND ALCOHOL TESTING	10
ARTICLE 16: NO STRIKE/NO LOCKOUT.	11
ARTICLE 17: PROTECTION OF INDIVIDUAL RIGHTS.	11
ARTICLE 18: WORKERS’ COMPENSATION AND UNEMPLOYMENT INSURANCE	11
ARTICLE 19: COURT APPEARANCE	12
ARTICLE 20: OHIO PUBLIC EMPLOYEE RETIREMENT SYSTEM	12
ARTICLE 21: UNIFORMS	13
ARTICLE 22: OVERTIME	13
ARTICLE 23: GENERAL WORKING CONDITIONS	13
ARTICLE 24: HOURS OF WORK	14
ARTICLE 25: SENIORITY	16
ARTICLE 26: BENEFITS	17
ARTICLE 27: CONTRACT RIGHTS	18

ARTICLE 28: WAGES 18
ARTICLE 29: SAVINGS 18
ARTICLE 30: SUCCESSORS 18
ARTICLE 31: DURATION 19
SIDE LETTER A 20

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 part-time nonsupervisory field employees in the Toll Operations Department of the Commission.

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 THE 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 respective bargaining unit. The bargaining unit for which this recognition is accorded is defined in the Certification issued by the State Employment Relations Board on March 28, 2002 (Case No. 01-REP-11-0271).
- 1.2 This agreement may be amended only by written agreement between the Commission and the Union. No verbal statement shall supersede any provisions of this Agreement. The Commission will satisfy its collective bargaining obligation before changing a matter which is a mandatory subject of bargaining.
- 1.3 The Commission shall not enter into any agreement or contract with the Employees covered by this Agreement which in any way conflicts with the terms and provisions of this Agreement. Any such agreement or contract shall be null and void.

ARTICLE 2 - MANAGEMENT RIGHTS

- 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 toll plaza utility buildings during normal work hours and shall be allowed reasonable contact with bargaining unit employees, provided that there is no interference with the safe and efficient operation of the Commission.

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 \$25.00 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 The Union shall assess a fair share service fee and an entry fee against employees who elect not to become members of the Union and against new employees who do not become members of the Union, as provided by the following provisions. The fair share service fee and entry fee charged against non-members shall not exceed the amount of dues or initiation fee uniformly required of members of the Union. The entry fee shall be deducted in \$25.00 installments in each pay period until paid in full.

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

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

- 5.1 Supervisors and any other non-bargaining unit personnel, except Summer seasonal employees, shall not perform work of bargaining unit employees except work (1) for purposes of instructing or training employees; (2) of an experimental nature; (3) reviewing new, altered or repaired equipment; (4) in emergency situations, e.g. safety of a patron; (5) customer transaction or intervention; (6) equipment or material delivery and setup; or (7) coverage for breaks and meals at all gates utilizing two (2) lines per shift or less, with the exclusion of interchanges while they are being renovated.
- 5.2 Summer seasonal employees shall not be used to diminish the work opportunities of employees covered by this agreement and shall only be permitted to perform the following work: Ready snow and ice equipment, assist maintenance personnel, police grounds, clean buildings, 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, or 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 - DISCIPLINE

- 7.1 Disciplinary action shall only be imposed upon an employee for just cause.
- 7.2 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 7.5, 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 If an employee is subject to termination, the Union steward and the exclusive representative will be notified. If this employee fails 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 8 - PERSONNEL FILES

- 8.1 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 9 - GRIEVANCE PROCEDURE

- 9.1 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.
- 9.2 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 shall be final and binding and not subject to the Grievance and Arbitration Procedure.
- 9.3 Any grievance arising between the Commission and the Union, or an employee(s) represented by the Union, shall be settled in the manner listed below. A Union representative may attend any grievance meeting. Class action or serious discipline (suspensions or discharges) grievances shall be filed at Step 3. All time limits must be followed unless extended in writing by mutual consent of the Commission and the Union.

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

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

The Step 2 meeting shall be held within five (5) calendar days after receipt of the written grievance thereof in a meeting between the Business Agent, Steward, Grievant, any necessary witnesses, and the Division Superintendent or District Toll Supervisor or designee of either. The grievance meeting shall be scheduled at a time so as to minimize any impact upon the operation of the business or lost work time by any employee, and such meeting may be scheduled either immediately before or after the grievant’s (grievants’) normal working hours. The Division Superintendent or District Toll Supervisor or designee 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 scheduled working hours.

Step 3: If the grievance is not settled, it shall automatically be appealed to the Executive Director or his designee at the Step Three (3) meeting. There shall be scheduled among the parties at least one Step Three meeting per month to be held on the second Thursday of each month, unless otherwise mutually agreed upon by the parties. If 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. 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 10 - ARBITRATION PROCEDURE

- 10.1 This procedure will be used to expeditiously process arbitration cases when the Union requests, in writing, the processing of the case through arbitration.
- 10.2 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.
- 10.3 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.
- 10.4 **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 10.3. The hearing date(s) shall be established at the time the arbitrator is selected and called and shall be within thirty (30) calendar days of receipt of the notice of appointment.

A transcript of the hearing shall be taken, and the parties will have thirty (30) days from the receipt of the transcript to submit briefs to the arbitrator. The arbitrator shall have thirty (30) days from the date briefs are received to prepare and issue his/her decision in the case. In all other matters, the rules of the 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.

- 10.5 The arbitrator shall have no power to add to, detract from, or alter the provisions of this Agreement.

ARTICLE 11 - LEAVES OF ABSENCE

- 11.1 **Application of Family Medical Leave Act.** The Commission will comply with all provisions of the Family Medical Leave Act (“FMLA”) or any other requirement imposed by Ohio or Federal law.

ARTICLE 12 - SAFETY

- 12.1 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.
- 12.2 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.
- 12.3 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 his/her supervisor that the work requires him or her 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.
- 12.4 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.
- 12.5 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 accident or injury within twenty-four (24) hours may result in disciplinary action.

- 12.6 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.
- 12.7 Employees shall not be held financially responsible for loss or damages unless gross negligence has been demonstrated.
- 12.8 The Commission shall provide the required forms for the purpose of reporting losses, faulty equipment and accidents.
- 12.9 The Commission will provide training and/or other information on hazardous materials employees encounter on the job. All employees shall have access to information on all toxic substances in the workplace pursuant to current OSHA regulations.
- 12.10 The Commission shall provide first aid materials in each toll plaza.
- 12.11 The Commission shall be responsible for maintaining clean, sanitary and safe facilities.
- 12.12 Employees shall promptly be notified of and be permitted to answer or return incoming emergency phone calls via the Commission's telephones.

ARTICLE 13 - USE OF VEHICLES ON COMMISSION BUSINESS

- 13.1 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.
- 13.2 Prior to the use of private automobiles on Commission business, it is the employee's responsibility and obligation to inform the Commission if they do not possess a valid driver's license or carry automobile liability insurance, pursuant to Ohio Revised Code, Section 4509.51.

ARTICLE 14 - GENERAL PROVISIONS

- 14.1 **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.
- 14.2 **Separation of Employment.** In the event of discharge or termination of employment, an employee shall receive payment for all wages due within thirty (30) days of date of separation.

ARTICLE 15 - DRUG AND ALCOHOL TESTING

- 15.1 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.

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 The Commission shall give the Union reasonable notice of random drug testing and permit a Business Agent to observe the process in which employees are selected for random testing. Should the employees selected not be tested on the day of random selection, the Business Agent shall affix his signature to the random list generated.

ARTICLE 16 - NO STRIKE/LOCKOUT

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

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

ARTICLE 17 - PROTECTION OF INDIVIDUAL RIGHTS

- 17.1 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 18 - WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE

- 18.1 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.
- 18.2 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.
- 18.3 The Commission has also elected to provide coverage for its employees under the Ohio Unemployment Compensation Act.
- 18.4 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 19 – COURT APPEARANCE

- 19.1 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 20 – OHIO PUBLIC EMPLOYEE RETIREMENT SYSTEM

- 20.1 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% of the total amount earned by member employees which are paid into the fund.
- 20.2 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.
- 20.3 **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 21 - UNIFORMS

- 21.1 Uniforms for toll operations 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.
- 21.2 There will be two (2) different types of uniforms provided for toll operations personnel, one (1) for winter and one (1) for summer. Toll collectors may wear shorts as part of the summer uniform. Toll collectors may request to substitute one (1) or more pair of trousers with shorts.
- 21.3 The Commission shall furnish maternity uniforms.

ARTICLE 22 - OVERTIME

- 22.1 All toll collectors shall be paid time and one-half (1-1/2) times for all hours worked past eight (8) hours in a day or forty (40) hours in a week.
- 22.2 **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 23 - GENERAL WORKING CONDITIONS

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

ARTICLE 24 - HOURS OF WORK (TOLL)

24.1 **Scheduled Work.** Part-time toll collectors are scheduled to work on an as needed basis. The part-time schedule will be posted two (2) weeks in advance. Scheduled time for part-time toll collectors shall be based upon seniority, and the collectors will have an opportunity to bid on the posted schedule. The bid is the expressed availability for the scheduled time. Part-time toll collectors will normally be given twenty-four (24) hours notice if scheduled time is cancelled. If a part-time toll collector reports to work on any scheduled workday, and that work is subsequently cancelled, the part-timer will be assigned duty for a minimum of four (4) hours and paid for such time.

24.2 Bidding Procedure.

Step 1: The Commission will post twenty-eight (28) day schedules with available shifts for part-time bidding. A copy of the schedule will be placed in each part-time employee's cubby hole and a copy will be posted on the OTC web site (www.ohioturnpike.org) on the Friday before the posting. Each part-time employee, starting with the most senior, will be able to bid on the available shifts. The maximum number of hours that may be selected in the first round of bidding shall be twenty-four (24) hours in any one workweek and not more than eight (8) hours in any one work day. First round selections must be made within eight hours of notification. Notification shall include calling the telephone numbers the employee has provided to the Commission and leaving a message at the number or leaving a notice on a pager or cell phone the employee has provided the Commission.

Step 2: If there are any shifts available after the first round of bidding, each employee, starting with the most senior, will be able to select any remaining shifts that do not exceed the maximum limitations. The maximum limitations are forty (40) hours in any workweek with no consecutive workweeks with forty (40) hours and not more than eight (8) hours in any one work day. Second round selections must be made within three (3) hours of notification.

Step 3: Any remaining shifts will be offered to voluntary part-time loaner collectors.

Part-time collectors who cannot make a timely first round selection will be permitted to make selections at the point of contact, if there are shifts remaining and part-time collectors who cannot make a timely second round selection will be permitted to make selections at the point of contact, if there are shifts remaining.

24.3 **Call Out Lists.** There shall be two (2) lists of part-time toll collectors for call out. One list will be for weekends, and the second list shall be for remaining weekdays. Part-time toll collectors must sign at least one of the call out lists. Opportunities to change from one list to the other or to be removed from a list will be provided for every twenty-eight day schedule. Employees must give written notification of their desire to change from one list to the other or to be removed from a list by the Friday before the twenty-eight day schedule becomes effective. Part-time collectors may be added to a list at any time.

Any call out that is made before written notification is received by the Commission shall be based upon the last active list.

When the Commission determines call out work is available for part-time toll collectors, the part-time toll collectors will be called out by seniority calling out the part-time collector who will not be put into overtime status by the call out. If no part-time toll collector, including voluntary part-time loaner collectors, accepts the call-out, then part-time toll collectors who will be put into overtime status will be called out after eligible full-time employees have been offered the overtime. If no employee accepts the call-out, the Commission can force the call-out of full-time employees. When the call out is more than seventy-two (72) hours before the beginning of the shift, the part-time collector will have at least three (3) hours to call back. When the call-out is more than two weeks before the beginning of the shift, the part-time collector will have at least eight (8) hours to call back.

- 24.4 **Excuse From Work.** An employee may request being excused from scheduled work or call out work if, absent an emergency situation, at least two (2) weeks in advance a written request is given to the Toll Plaza Supervisor where the work is scheduled and there are available collectors to fill the needs of the Commission. When excused, it will count as the part-time collector's turn for either call out or scheduling. The requests shall not exceed a total of three (3) weeks in a calendar year in not less than one week increments and an additional twelve (12) days that can be in individual day increments. No more than twenty percent (20%) rounded to the highest whole number of the part-time toll collectors at any installation may be excused from work at the same time.

Additionally, employees will be excused from work for military leave, Union leave, Family Medical Leave Act leave, absence under the Americans with Disabilities Act, for absences for jury duty, for absences to attend the funeral of an immediate family member and allowed workers' compensation claims.

Further, if an employee has not worked sufficient hours to qualify for FMLA and has had surgery or FMLA-qualifying serious health condition requiring the employee to be excused from work longer than provided in this section, the employee may file written request with appropriate documentation to the Director of Administration to be excused for up to six additional weeks for the period of incapacity due to the surgery or FMLA-qualifying serious health condition.

- 24.5 Part-time toll collectors who work less than eighteen (18) shifts in a quarter (three consecutive 28 day periods), provided such shifts were available to them, shall be subject to termination of employment.
- 24.6 **Cancellation of Accepted Work.** The cancellation of scheduled shifts or accepted call out hours shall result in the following action:

4 Cancellations in a 12-month period:	Supervisory Counseling
6 Cancellations in a 12-month period:	Verbal Reprimand
8 Cancellations in a 12-month period:	Written Reprimand
10 Cancellations in a 12-month period:	Termination

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

Additionally, employees will be excused from work for military leave, Union leave, Family Medical Leave Act leave, absence under the Americans with Disabilities Act, for absences for jury duty, for absences to attend the funeral of an immediate family member and allowed workers' compensation claims.

- 24.7 Part-time employees shall be responsible for having a cell phone, answering machine or voice mail and providing their home telephone number and an alternate phone number, together with any other telephone number they want to be utilized for call outs. Failure to respond to call out with more than 24-hour notice will be treated as a refusal and will be grounds for disciplinary action in accordance with Article 24.8 below.
- 24.8 Refusal. Employees who fail to either bid on at least six shifts, if six shifts are available, in a 28 day schedule or who refuse a call out that would take the employees' shifts to at least six during a 28 day schedule will be charged with one refusal for each shift of less than six. Employees who refuse a call out or fail to respond when called out at least 72 hours in advance of the start of the shift will be charged with a refusal for each such instance. Refusal of shifts will result in the following action:

5 refusals in a rolling 12 month period:	Verbal Reprimand
10 refusals in a rolling 12 month period:	Written Reprimand
15 refusals in a rolling 12 month period:	Termination of employment

ARTICLE 25 – SENIORITY

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

Example: Part-timer has 6 years total seniority as part-time toll collector. In those six years, part-timer has worked 8,000 hours. 8000 hrs. divided by 2080 = 3 yrs. 8 months. Part-time toll collector enters full-time bargaining unit with 3 years and 8 months seniority.

- 25.5 Pro-rated part-time seniority in the full-time bargaining unit shall be used only for vacation selection. Seniority for all other purposes shall be attained with length of service upon becoming a full-time employee.
- 25.6 **Probation.** Part-time employees shall serve a probationary period of six (6) months beginning with their initial date of hire.
- 25.7 **Layoff.** When the Commission determines it is necessary to reduce the size of the part-time toll collector bargaining unit at any toll plaza, it shall do so by releasing probationary part-time toll collectors first and then laying off part-time toll collectors based upon seniority, laying off those part-time toll collectors at the affected plaza with the least seniority first. Where seniority is equal, the Commission shall give preference for retention to the part-time toll collector with the most amount of hours worked in the past two (2) years.

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

ARTICLE 26 - BENEFITS

- 26.1 **Holiday Pay.** When a part-time toll collector works on the actual holiday, the collector shall receive double time (2x) the regular rate of pay for each hour worked on such holiday. The following holidays shall be observed:
- A. New Year's Day
 - B. Martin Luther King Day
 - C. Presidents Day
 - D. Good Friday
 - E. Memorial Day
 - F. July 4th
 - G. Labor Day
 - H. Columbus Day
 - I. Veteran's Day
 - J. Thanksgiving Day
 - K. Christmas Day

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.

ARTICLE 27 - CONTRACT RIGHTS

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

ARTICLE 28 - WAGES

28.1 Bargaining unit employees shall receive an eight hundred dollar (\$800.00) one-time payment in February 2014. The hourly rates for part-time toll collectors in effect January 1, 2014 for the duration of this Agreement will be as follows.

<u>Effective hours</u>	<u>Hire</u>	<u>750 hours</u>	<u>1500 hours</u>	<u>2250 hours</u>	<u>3000 hours</u>	<u>3750 hours</u>	<u>4500</u>
1/1/14	\$16.54	\$16.89	\$17.23	\$17.60	\$17.96	\$18.33	\$18.72
1/4/15	\$16.95	\$17.31	\$17.66	\$18.04	\$18.41	\$18.79	\$19.19
1/3/16	\$17.29	\$17.66	\$18.01	\$18.40	\$18.78	\$19.17	\$19.57

Advancement from one level to the next is based upon completion of the hours shown for that level and will be effective the first payroll period after reaching the hours required for that level.

28.2 All employees shall be required to use direct deposit to receive their paychecks beginning with the first paycheck in February 2014.

ARTICLE 29 - SAVINGS

29.1 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 30 – SUCCESSORS

30.1 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

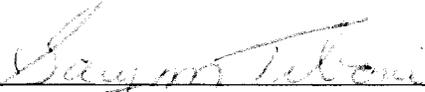
date, with the exception of those terms exclusively for public employees should the successor or acquirer be a private employer. The provisions contained herein shall be considered void if they violate any law.

ARTICLE 31 - DURATION

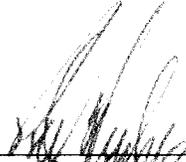
31.1 This Agreement shall continue in full force and effect for the period January 1, 2014 through December 31, 2016 and shall constitute the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement.

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.

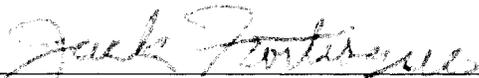
Signed this 14th day of February, 2014.



Gary Tiboni, President
Teamsters Local Union No. 436



Richard Hodges, Executive Director
Ohio Turnpike and Infrastructure Commission



Jack Fortesque, Secretary/Treasurer
Teamsters Local Union No. 436



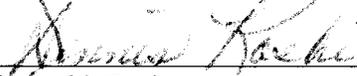
Robin Carlin, Director of Administration/DED
Ohio Turnpike and Infrastructure Commission



Christopher Pavone, Vice-President
Teamsters Local Union No. 436



Kathleen Weiss, General Counsel
Ohio Turnpike and Infrastructure Commission



Dennis Kashi, Business Agent
Teamsters Local Union No. 436



Martin Seekely, CFO/Comptroller
Ohio Turnpike and Infrastructure Commission



Sharon Isaac, Director of Toll Operations
Ohio Turnpike and Infrastructure Commission

SIDE LETTER A
FROM THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION
TO THE
TEAMSTERS LOCAL UNION NO. 436,
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RE: PART-TIME BIDDING ON FULL-TIME POSITIONS

The parties agree that eighty percent (80%) of all offers of employment to fill a vacant full-time toll collector position (those vacant after members of the full-time bargaining unit have bid) will be made to existing qualified part-time toll collectors.

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

- (1) for the two years immediately preceding the date of application for the full-time position, the part-time employee must have worked an average of seven hundred (700) hours for each of those years;
- (2) the part-time toll collector has not received any disciplinary suspension for a period of one (1) year dating backward from the date of application for the full-time position; and
- (3) the part-time toll collector has received a minimum grade of 85 percent for each quarter in the last two (2) years.

For the purposes of calculating the eighty percent (80%) rule, when no part-time employee bids on the full-time position, that position shall not be considered in reaching the ultimate calculation.