



COLLECTIVE BARGAINING AGREEMENT

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BETWEEN

THE OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

AND

*TEAMSTERS LOCAL UNION NO. 436
AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS*

RADIO ROOM OPERATORS

JANUARY 1, 2015 THROUGH DECEMBER 31, 2016

TABLE OF CONTENTS

Article 1 – Purpose and Intent of Agreement	1
Article 2 – Management Rights	1
Article 3 – Union Rights	2
Article 4 – Union Dues	3
Article 5 – No Strike/No Lockout	4
Article 6 – Non-Discrimination	5
Article 7 – Seniority	5
Article 8 – Discipline	7
Article 9 – Personnel Files.	8
Article 10 – Grievance and Arbitration Procedure	9
Article 11 – Labor-Management Committee	11
Article 12 – Safety	11
Article 13 – Drug and Alcohol Testing.	13
Article 14 – Attendance	14
Article 15 – Vacation Leave	16
Article 16 – Sick Leave.	18
Article 17 – Personal Leave	22
Article 18 – Leaves of Absence	23
Article 19 – Military Leave	24
Article 20 – Jury Duty and Court Leave	24
Article 21 – Holidays	25
Article 22 – Health Care Benefits	26
Article 23 – Group Life and Accidental AD&D	27
Article 24 – Ohio Public Employees Retirement System	28
Article 25 – Workers Compensation and Unemployment Insurance	28
Article 26 – General Provisions	30
Article 27 – Hours of Work	30
Article 28 – Overtime	33
Article 29 – Use of Vehicles	34

Article 30 – Wages	34
Article 31– Savings	35
Article 32 – Subcontracting	35
Article 33 – Duration	36

ARTICLE 1: PURPOSE AND INTENT

- 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 24, 2014 (Case No. 2013-REP-11-0113).
- 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.
- 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:
 - a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, level of security, its overall budget, utilization of technology and organizational structure, and promulgate reasonable rules and regulations;
 - b. Manage and direct employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain order among employees;
 - c. Maintain and improve the efficiency and effectiveness of governmental operations, including the utilization of technology;
 - d. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted, including establishing, altering and changing work schedules and staffing patterns;
 - e. Determine the size, composition and adequacy of the work force and the Commission's organizational structure, including the right to relieve employees from duty as deemed necessary;

- f. Determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
 - g. Determine the overall mission of the employer as a unit of government and take actions to carry out the mission of the public employer as a governmental unit; and
 - h. Maintain the security of records and other pertinent information.
- 2.2 It is agreed by both parties that this Agreement cannot abridge or surrender any of the statutory rights of the Commission granted under the Ohio Revised Code, the Commission's Master Trust Agreement, and/or its Bylaws.
- 2.3 In addition, the Union agrees that all the functions, rights, powers, responsibilities and authority of the Commission in regard to the operation of the Ohio Turnpike's work and business and the direction of its work force, which has not specifically been abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain exclusively, those of the Commission.

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.

The representatives shall cease Union activities immediately upon the reasonable request of the Communications Center Supervisor for operational needs. If the Commission alleges that any Union representative is violating or abusing the rules of this Section, the Communications Center Supervisor will notify the Safety Services Manager and the Director of Administration. Upon such notice, a conference will be scheduled with a Teamsters Business Agent and the Union representative to resolve the matter prior to initiating any disciplinary action.

- 3.2 Union Business Agent(s) shall be permitted access to the Technology Building 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. The Commission shall furnish the Union with the name of the immediate supervisor. The parties shall advise of changes in stewards or supervisors in writing.
- 3.4 The Commission will provide the Union with a bulletin board for the purpose of communicating with its members. Such postings shall be non-discriminatory and cannot be attacks upon the Commission, its employees or supervisors.
- 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 fifty-six (56) hours per calendar year. No more than one (1) radio room operator 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 the Communications Center Supervisor and Safety Services Manager, 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 Director of Administration, the Union shall be permitted to conduct on-site employee meetings, up to a maximum of four (4), one-hour meetings per year. 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

- 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 for newly hired full-time employees until paid in full, and \$25.00 installments in each pay period for part-time employees until paid in full.
- 4.2 Voluntary payroll deductions for DRIVE and The Ohio Teamster Credit Union 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, 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 for members of the Union. The entry fee shall be deducted in \$50.00 installments in each pay period for full-time employees until paid in full, and \$25.00 installments in each pay period for part-time employees 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: NO STRIKE/NO LOCKOUT

- 5.1 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 O.R.C. Chapter 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.
- 5.2 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. This does not preclude or compromise the Commission's right to discipline or terminate its employees for engaging in such actions, which are in violation of O.R.C. Chapter 4117.

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 full-time 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 in a full-time radio room operator classification. Part-time employment with the Commission will not count toward an employee's seniority date.
- 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 eighteen (18) 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 O.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 in the radio room operators classification.
- 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.
- 7.8 The seniority of employees who are hired on the same day shall be determined by flipping a coin in the presence of the two (2) 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, bumping rights, and vacation selection.
- 7.10 In the event a layoff becomes necessary, the following shall apply:
- a. All probationary part-time radio room operators in the Communications Center shall be laid off first;
 - b. Then, non-probationary part-time radio room operators by reverse seniority;
 - c. Then, full-time radio room operators by seniority who volunteer for the layoff;
 - d. Then, all probationary full-time radio room operators shall be laid off; and
 - e. Then, full-time radio room operators by reverse seniority.
- 7.11 When laid-off employees are recalled, recall shall be followed in reverse order as listed in Section 7.10 above with the full-time employee with the most seniority being called back to work first. It is the employee's responsibility to maintain a current address with the Commission. Should the employee fail to return to work within three (3) 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.
- 7.12 Employees to be laid off shall be given two (2) weeks' notice or, in lieu thereof, two (2) weeks' pay.

- 7.13 In the event the Commission determines that it is necessary to permanently layoff employees, it shall notify the Union in writing forty-five (45) days prior to the effective date of the layoff.
- 7.14 Part-time pro-rated seniority in full-time. If a part-time radio room operator successfully bids on a full-time position in the radio room, their seniority for full-time vacation selection shall be based on all their hours worked as a part-time radio room operator and then divided by 2,080 hours to obtain their vacation selection seniority date.
- 7.15 Pro-rated part-time radio room seniority in the full-time radio room bargaining unit shall be used for vacation selection. Seniority for all other purposes shall be attained with the length of service upon becoming a full-time employee in the radio room.

ARTICLE 8: DISCIPLINE

- 8.1 Disciplinary action shall only be imposed upon an employee for just cause.
- 8.2 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 8.5, discipline for just cause shall be issued as follows:
- a. First Offense: The employee shall receive an oral reprimand.
 - b. Second Offense: The employee shall receive a written reprimand.
 - c. Third Offense: The employee shall receive a three (3) day suspension.
 - 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.

The Commission reserves the right to invoke summary discharge without prior warning for the most serious offenses.

The employee will have the option of having a union representative present. The Union representative will receive union leave no pay, if in attendance, unless the Union representative was currently scheduled to work at the same time.

- 8.3 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 in which they are personally involved using Commission vehicles or equipment by the completion of the shift, unless unable to report because of medical reasons.
- 8.4 Reprimands shall remain effective for a period of twelve (12) months from the date of the last occurring offense. Suspensions shall remain effective for a period of twenty-four (24) months from the date of last occurring offense. The twelve (12) or twenty-four (24) month periods, as applicable, shall begin on the date of the offense.
- 8.5 Employees shall be entitled to a pre-disciplinary hearing prior to discipline being determined or meted out. The employee will be notified of the alleged offense and any evidence in support of the alleged offense as well as the opportunity to respond to the information against him/her and will be offered the opportunity to have union representation present, as outlined in the pre-disciplinary hearing letter.
- 8.6 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.
- 8.7 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 copies of same.
- 8.8 Appeals of discipline resulting in suspension, demotion or termination may be initiated at the third step of the Grievance Procedure. Probationary removals are not grievable.

ARTICLE 9: PERSONNEL FILES

- 9.1 An employee shall have the right to review the contents of his/her personnel file. 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 10: GRIEVANCE & ARBITRATION PROCEDURE

- 10.1 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.
- 10.2 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.
- 10.3 All written grievances must be filed using the Union's grievance form. The grievance form must be fully completed before submission to Management.
- 10.4 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 Business Agent 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 Communications Center 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 Safety Services Manager. The written grievance must be submitted on a completed form provided by the Union.

The Step 2 meeting shall be held within ten (10) calendar days after receipt of the written grievance thereof in a meeting between the Business Agent, Steward, Grievant, and the Safety Services Manager 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 Safety Services Manager or designee of either shall respond to the Business Agent and Steward in writing within five (5) working 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 the employee's day off.

Step 3: If the grievance is not settled, it shall automatically be appealed to the Director of Administration 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. 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 ten (10) calendar days after the Step Three (3) meeting, a written disposition will be provided to the Steward and the Union.

10.5 Pre-Arbitration. This procedure will be used to expeditiously process arbitration cases when the Union requests, in writing, the processing of the case through arbitration. If the Union is not satisfied with the disposition at Step 3 of the grievance procedure, it shall give written notice to the General Counsel of the Commission of its request for arbitration within thirty (30) calendar days of the Step 3 disposition. A pre-arbitration conference will be scheduled within ten (10) calendar days of receipt of the Union's request for arbitration.

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

10.6 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.

If the grievance cannot be resolved, the arbitrator will be selected using the procedure set forth in Section 10.5 above. 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.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

10.7 A transcript of the hearing shall be taken, and the parties will have thirty (30) calendar days from the receipt of the transcript to submit briefs to the arbitrator. The arbitrator shall have thirty (30) calendar 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.

10.8 The arbitrator shall have jurisdiction only over disputes arising out of grievances described above and in reaching his/her decision, the arbitrator shall have no power to add to, detract from, or alter the provisions of this Agreement or concerning the establishment of wage rates not negotiated as part of this Agreement.

ARTICLE 11: LABOR-MANAGEMENT COMMITTEE

11.1 The Commission and the Union shall establish a joint committee for labor management relations and such meetings will be held at the Administration Building. 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 two (2) employees, provided there is adequate coverage for the affected shift(s). There shall be no other reimbursement.

11.2 There shall be a Labor/Management Relations Committee established that shall meet up to two (2) 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 designee at least three (3) days prior to any scheduled meeting. Labor-Management meeting shall not exceed two (2) hours in length unless both parties agree to extend the meeting time.

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. If a complaint is made concerning the condition of such equipment, the equipment shall be investigated by the Communications Center Supervisor and/or Safety Services Manager, as soon as practicable, and the equipment shall be put in safe condition or removed from use until it is put in safe condition.

The Safety Services Manager and the Teamsters Business Agent shall annually inspect the Communications Center chairs and shall determine the performance integrity of the chairs. If the chair(s) cannot be repaired, then the chair(s) will be replaced. The Commission will make the decision to repair or replace and such decision is final and not grievable. The Commission will not unreasonably deny the repair or replacement of chair(s).

- 12.2 The Commission will promptly give notice to the Union President of any accident that occurs within the radio room, involving a member of the radio room operator's bargaining unit 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 the Communications Center Supervisor and/or Safety Services Manager 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 the 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 unsafe condition.
- 12.4 Commission employees shall use proper care in the operation of all Commission 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 in with a Commission vehicle and, except for injury which prevents such action, shall make a 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 Commission 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.
- 12.6 Accidents involving Commission vehicles 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 to Commission vehicles 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 and/or PERRA regulations.

- 12.10 The Commission shall provide first aid materials in the Communications Center.
- 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. Calls of a personal, non-emergency nature are not permitted.

ARTICLE 13: DRUG AND ALCOHOL TESTING

- 13.1 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 resulting in personal injury, injury to others, or damage to any property;
 - c. 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
 - d. 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.

- 13.2 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.
- 13.3 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.

- 13.4 The 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.
- 13.5 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 14: ATTENDANCE

- 14.1 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. Excused absences require prior notice of at least three (3) hours and supporting documentation upon return to work, if the absence falls under Section 16.4 of this Agreement.
 - (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. Excused absences require prior notice of at least three (3) hours and supporting documentation upon return to work, if the absence falls under Section 16.4 of this Agreement.
 - (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. An absence will be deemed as Unexcused if medical documentation was not provided immediately upon return to work, if the absence falls under Section 16.4 of this Agreement, or if the absence is immediately before or immediately after a holiday.

- (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. An Unreported Absence is defined as an absence where an employee fails to notify his/her supervisor in a timely manner, which is less than three (3) hours prior to his/her starting time, or fails to come in to work at his/her scheduled starting time.
- 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. Employees are expected to notify the Communications Center Supervisor, Safety Services Manager or the on-call contact as soon as possible prior to their shift starting time.
- 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. An employee shall not be charged with absences approved as vacation, union leave, military leave, jury duty leave, personal leave, 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:
 - 2 Points: Formal supervisory counseling.
 - 4 Points: Verbal reprimand.
 - 6 Points: Written reprimand.
 - 8 Points: Three (3) day administrative suspension.
 - 10 Points: Termination.

ARTICLE 15: VACATION LEAVE

- 15.1 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

- 15.2 Preference for the time when vacations are to be taken shall be exercised in accordance with seniority, as previously defined herein in Article 7, "Seniority." Seniority will be the basis for determining vacation preferences for both the first, second and third period selected, should any employee wish to divide vacation over two (2) or more periods. Vacation leave picks will be honored once approved unless the radio room operator switches shifts within the same year, in which case, operational efficiency and staffing will take priority.
- 15.3 No more than one (1) employee may take his/her vacation at the same time. Blocks of vacation leave cannot exceed more than fourteen (14) consecutive calendar days in a ninety (90) day period.

- 15.4 Following the initial vacation selection process referenced above, should an employee have accrued but unused vacation leave, such leave may be requested at least seventy-two (72) hours in advance, subject to the approval of the Communications Center Supervisor, in accordance with the provisions specified in Sections herein. Partial day vacations may not be less than one-half (1/2) day. Such requests shall be granted on a first-come, first-served basis.
- 15.5 Once vacation is scheduled, it must be taken during that time, unless the employee cancels the vacation at least seventy-two (72) hours in advance 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.
- 15.6 If an employee cancels vacation, the available vacation dates shall be posted for seven (7) calendar days, and employees will have an opportunity to bid on those newly available dates on the basis of seniority. After seven (7) calendar days, if no one bids, then such request will be granted on a first come, first served basis.
- 15.7 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.
- 15.8 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.
- 15.9 Whenever a holiday occurs during the vacation leave, that day shall not be charged as a day of vacation.
- 15.10 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 provisions in Article 25 of this Agreement.
- 15.11 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.
- 15.12 Deferment of Annual Vacation Leave. Employees may defer to the following year accumulated, but unused workdays of vacation. Such deferment shall not exceed three (3) 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.

- 15.13 **Payment in Lieu of Vacation.** An employee may, on an annual basis, convert to pay an amount equal to the amount of hours that an employee accrues in a calendar year. Such election(s) must be made in the year prior to the year of the accrual (e.g., employee makes an election in 2014 for 2015 accrual). 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.

Payment for converted vacation leave will be made in January following the year of the accrual, and will be paid using the employee's rate of pay in effect on the last day of the pay period during which payment is made.

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 in the calendar year, less eighty (80) hours. The payment will be subject to OPERS contributions in addition to any applicable income tax withholding.

ARTICLE 16: SICK LEAVE

- 16.1 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.
- 16.2 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 supplementing 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, or 1,040 hours.
- 16.3 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) work days 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 step parent, 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 of sick leave if considerable travel or other extenuating circumstances involved in attending the funeral are deemed necessary by the Communications Center Supervisor.
- d. The obituary notice shall satisfy documentation requirements.

16.4 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 as determined by the Human Resources Department.
- c. Suspected abuse of sick leave.
- d. Three (3) or more requests for sick leave in a ninety (90) day calendar period.

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.

Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. Any abuse or patterned use of sick leave may result in disciplinary action. Any such discipline will be for just cause.

16.5 When an employee is absent for more than three (3) workdays as a result of illness or injury, the Safety Services Manager 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.

- 16.6 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.
- 16.7 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 Safety Services Manager 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.
- 16.8 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.
- 16.9 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 16.6 and 16.8, the employee shall be paid mileage from home to the doctor's office and return at the rate specified in Section 29.1 upon submission of a standard expense voucher.
- 16.10 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.
- 16.11 An employee is not deemed to be on sick leave on a day which is observed as a holiday.
- 16.12 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.
- 16.13 When an employee calls in to report off sick, the employee shall call the Communications Center Supervisor or the Safety Services Manager. If the employee cannot contact the Communications Center Supervisor or Safety Services Manager, then the employee shall contact the Berea Radio Room to report off.
- 16.14 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 25: Workers' Compensation and Unemployment Insurance.

16.15 The Commission grants such sick leave 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.

16.16 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 one hundred (1,100) hours during 2015; and one thousand (1,000) hours during 2016.

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.

16.17 An employee may on an annual basis convert to pay an amount equal to the amount of sick leave hours that an employee accrues in a calendar year. Such election(s) must be made in the year prior to the year of the accrual (e.g., employee makes an election in 2014 for 2015 accrual). Once an election is made, the election may not be revoked for any reason.

Payment for converted sick leave will be made in January following the year of the accrual 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 during which payment is made.

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 in the calendar year, less any amounts taken during the calendar year. The payment will be subject to OPERS contributions in addition to any applicable income tax withholding.

An employee with five (5) or more years of service that has elected to convert all of the 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 will not be subject to OPERS contributions but will be subject to any applicable income tax withholding.

The number of sick leave hours converted to pay will be reduced, if necessary, so that a minimum of 120-hour balance remains in the employee's sick leave accrual after the conversion is processed.

- 16.18 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.

- 16.19 In the event an employee dies on a date when said employee would have qualified for payment under Section 16.17, 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 17: PERSONAL LEAVE

- 17.1 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.

- 17.2 Employees shall provide a forty-eight (48) hour notice of intent to use personal leave. In emergency situations and with proper documentation, requests may be granted with a shorter notice.

- 17.3 Personal leave shall not be cumulative, cannot be converted to pay, and cannot be used in less than four (4) hour increments or for successive days.
- 17.4 Requests for the use of personal leave shall not be unreasonably denied; however, the operational efficiency of the organization will take precedence.

ARTICLE 18: LEAVES OF ABSENCE

- 18.1 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 will be required to use any paid leaves for an FMLA absence before unpaid leave will be granted.
- 18.2 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 full 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.
- 18.3 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.

- 18.4 Within reasonable limits, and exercising authority prudently, the Safety Services Manager 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.
- 18.5 Absence without permission of the Communications Center Supervisor or Safety Services Manager shall be cause for disciplinary action and repeated unauthorized absences shall be just cause for dismissal.

ARTICLE 19: MILITARY LEAVE

- 19.1 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, Title 38 USC Sections 4301-4333, and the Uniformed Services Employment and Reemployment Rights Act (USERRA), and shall not diminish any rights granted thereby.

ARTICLE 20: JURY DUTY AND COURT LEAVE

- 20.1 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.

- 20.2 The Comptroller will pay the employee's regular wages for work days missed, in which the employee was scheduled to work, 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.
- 20.3 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 21: HOLIDAYS

21.1 The following holidays shall be observed:

- a. January 1
- b. Third Monday in January
- c. Third Monday in February
- d. Good Friday
- e. Last Monday in May
- f. July 4th
- g. First Monday in September
- h. Second Monday in October
- i. November 11
- j. Fourth Thursday in November
- k. 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.

21.2 Holiday Pay shall be paid as follows:

- a. If the employee is not normally scheduled to work on the holiday and does not work the holiday, then the employee will receive eight (8) hours of straight time holiday pay added to his/her paycheck for that payroll period. As this is not considered "hours of actual work," then it will not go toward the calculation of overtime in the work week.
- b. If the employee is scheduled to work on the holiday as part of his/her normal schedule of hours, then the employee will be paid overtime at the rate of time and one-half (1 ½) for all hours worked on the holiday in addition to being entitled to an additional day off for the holiday. This additional day will be added to the employee's vacation balance.

- c. If the employee is not scheduled to work on the holiday as part of his/her normal schedule of hours and is required to work on the holiday, then the employee will be paid overtime at the rate of time and one-half (1 ½) for all hours worked on the holiday in addition to being entitled to an additional day off for the holiday. This additional day will be added to the employee's vacation balance.
 - d. Part-time employees scheduled to work on the holiday, or who are called in to work on the holiday, will be paid at the rate of time and one-half (1 ½) for all hours worked on the holiday.
 - e. All hours worked on a holiday for the first eight (8) hours shall be paid at one and one-half (1 ½) times the regular rate of pay. Hours worked in excess of eight (8) hours shall be paid at two (2) times the regular rate of pay.
- 21.3 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 fifteen (15) minutes.
- 21.4 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 22: HEALTH CARE BENEFITS

- 22.1 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.
- 22.2 These benefits are furnished to specified dependents of an employee as well. There shall be three (3) 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:

Traditional 90/10 Plan	90/10 coverage - \$500/\$1000 for 2015 & 2016 May 2015 contribution \$54 single, \$88 2-person, \$119 family 2016 contribution \$74 single, \$108 2-person, \$139 family
Traditional 80/20 Plan	80/20 coverage - \$200/\$400 deductible Employee contribution level 10%

High Deductible Plan	High Deductible Plan with Health Savings Account \$2,500/\$5,000 deductible Commission will contribute \$600 single, \$900 2-person, \$1,200 family for 2015 and 2016 to the employee's Health Savings Account Employee contribution level 5%
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The prescription drug plan for the Traditional 90/10 and 80/20 Plan 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 the High Deductible Plan, prescription drug coverage is covered at 80/20 after the deductible is reached.

- 22.3 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.
- 22.4 Employees eligible for medical insurance who decide to opt for no coverage shall be paid One Hundred Dollars (\$100.00) per month. This option is available for any employee who provides proof of insurance from an alternate source.
- 22.5 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 the cash payment of One Hundred Dollars (\$100.00) if the employee does 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 23: GROUP LIFE & ACCIDENTAL AD&D

- 23.1 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.
- 23.2 The insurance provided is not affected by workers' compensation and is in addition to anything payable because of an on-the-job injury.

- 23.3 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 24: OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM

- 24.1 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.
- 24.2 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.
- 24.3 OPERS Salary Reduction Pick-Up. In accordance with the requirements of Section 414(h)(2) of the Internal Revenue Code (IRC) 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 25: WORKERS COMPENSATION AND UNEMPLOYMENT INSURANCE

- 25.1 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.

- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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.
- 25.7 The Commission has also elected to provide coverage for its employees under the Ohio Unemployment Compensation Act.
- 25.8 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 26: GENERAL PROVISIONS

- 26.1 All radio room operators shall follow the Commission's Dress Code policy outlined in the Employee Manual and are expected to dress professionally at all times.
- 26.2 Should new technology, machinery or equipment which is introduced during the life of this Agreement result a reduction in force for full-time/part-time radio room operators, it is the intent of the Commission to attempt to make such reductions through attrition. However, if attrition does not accomplish the necessary reduction, the Teamsters and the Commission shall follow the layoff provisions in Article 7: Seniority of this Agreement.
- 26.3 In the event that a full-time vacancy in the Communications Center becomes available, part-time employees may bid on such positions. The Commission and the Union agree that eighty percent (80%) of all offers of employment to fill a vacant full-time radio room operator position (those vacant after members of the full-time radio room operators bargaining unit have bid) will be made to existing qualified part-time radio room operators. In order for a part-time radio room operator to be deemed "qualified" for the purposes of being made an offer of full-time employment, the following conditions must be satisfied:
- a. the part-time radio room operator must have satisfactorily worked at least one thousand hours (1,000), if such hours were available, in the one (1) year preceding the vacancy for the full-time position;
 - b. the part-time radio room operator has not received any written reprimands, suspensions or serious disciplinary actions during the previous one (1) year period; and
 - c. the part-time radio room operator must have a satisfactory attendance record during the one (1) year prior to applying for the full-time vacancy.

ARTICLE 27: HOURS OF WORK

- 27.1 The work week shall begin at midnight on Sunday and end at 11:59 p.m. on the following Saturday.
- 27.2 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.
- 27.3 The normal work shift shall consist of eight (8) consecutive hours in a pre-established work schedule consisting of five (5) days during the work week.

27.4 Work Schedules.

Schedules shall be developed annually by the Communications Center Supervisor and will be developed to efficiently meet the operational needs of the Commission. The schedule shall consist of the A-Shift(s), B-Shift(s), and C-Shift(s). The normal working hours shall be as follows:

- A-Shift shall commence between 10:00 p.m. and midnight;
- B-Shift shall commence between 6:00 a.m. and 8:00 a.m.; and
- C-Shift shall commence between 2:00 p.m. and 4:00 p.m.

All shifts will start and end on the hour. If a radio room operator is not ready to start their shift at the beginning of the hour, they will be considered tardy.

If a radio room operator resigns, retires or is involuntarily terminated, then the schedule will be rebid, if the Commission chooses to fill the vacant line or vacancy and/or the line or shift is not eliminated. The most senior radio room operator bidding on the vacant shift will be granted the shift change and their created vacancy will not be bid, but will be advertised for external hiring. Every effort will be made to accommodate previous first and second round vacation selections for the employee transferring to the new shift, but operational efficiency will prevail.

27.5 Shift Selection.

All radio room operators will be given the opportunity to select their preferred shift based upon their seniority. The new schedule will take effect on the first day of the first pay period in January of each year and will remain in effect until the first day of the first pay period in January of the succeeding year. Shift selection will normally be made approximately six (6) weeks prior to the start of the schedule and shall be posted by December 1 of each year.

A Shift(s)		B Shift(s)		C Shift(s)	
A-1	2200-0600	B-1	0600-1400	C-1	1400-2200
A-2	2300-0700	B-2	0700-1500	C-2	1500-2300
A-3	0000-0800	B-3	0800-1600	C-3	1600-2400

For shifts in which three (3) radio room operators are scheduled, consideration will be given to allow up to two (2) employees per day to be off work on vacation or personal leave, as long as it does not conflict with operational needs.

To maintain the operational efficiency of the Communications Center, the radio room operators may have their shift changed when an extended leave exists (two or more weeks) due to illness, injury or FMLA. Personnel will be provided a seventy-two (72) hour notice of the upcoming shift change. The shift change opportunity will be offered through reverse seniority. If all radio room operators decline the shift change, the least senior operator will have their shift changed. The radio room operator assigned or

selecting the shift change and has a pre-scheduled, pre-approved vacation will be granted the vacation leave.

27.6 Break Periods.

Radio room operators will normally be permitted three (3) break periods for each regular, eight (8) hour shift. Typically, break periods will be taken as follows:

- a. Ten (10) minute break between the second and third hours of work.
- b. Thirty (30) minute break between the fourth and fifth hours of work.
- c. Ten (10) minute break between the sixth and seventh hours of work.
- d. An additional ten (10) minute break period shall be provided at the beginning of each four (4) hour period of work in excess of the originally scheduled eight (8) hours. If the continuous hours of work are less than four (4) additional hours, resulting in a total of twelve (12) or fewer hours worked in a day, then there will be no additional break provided.
- e. Radio room operators shall remain in or near the Communications Center Building during break periods, and will advise their shift partner where they will be during their break. Break periods may be interrupted due to heavy radio traffic from unexpected situations.

27.7 Shift Trades.

- a. It is the responsibility of the radio room operator to find another radio room operator with whom to trade shifts.
- b. Both radio room operators must agree to the shift trade and sign off on the appropriate form providing at least a seventy-two (72) hour notice to the Communications Center Supervisor, who has final approval. In the Communications Center Supervisor's absence, the Safety Services Manager shall be notified. Approval will not be unreasonably denied.
- c. Shift trades shall occur in the same work week. Overtime shall not accumulate for any individual working beyond a normal eight (8) hour shift as a result of a shift trade.
- d. Shift trades shall be permitted/authorized no more than four (4) times per radio room operator, per calendar year. However, if a radio room operator agrees to a shift trade and calls off sick for any reason other than hospitalization, the originally scheduled radio room operator will be required to work the original shift.

ARTICLE 28: OVERTIME

- 28.1 All radio room operators shall be paid one and one-half (1-1/2) times for all hours worked in excess of eight (8) hours in any work day or forty (40) hours in a work week.
- 28.2 Overtime assignments in the Communication Center will be given to full-time radio room operators after offering available shifts to part-time radio room operators, as long as the part-time radio room operator is not placed into overtime status.
- a. In situations where a short-term call off occurs, with less than seventy-two (72) hours' notice, the radio room operator on shift will normally be held over four (4) hours and the radio room operator on the subsequently staffed shift will come in four (4) hours early.
 - b. In situations where the vacancy is more than seventy-two (72) hours, then the overtime shift will be offered to the radio room operator lowest on the equalization roster. If no radio room operator accepts the overtime offered, then the overtime will be forced by reverse seniority. If a radio room operator fails to work the mandated overtime shift, then the radio room operator will be disciplined accordingly.
 - c. A ten (10) minute break will be allowed prior to the radio room operator working an overtime shift of at least four (4) hours, if the radio room operator has just finished their normally scheduled eight (8) hour shift.

28.3 Call Out.

Provided there was no previously recognized/approved shift trade, any employee who is released after having completed his/her normal work day and is then called back to work, or who is called in to report to work on any day other than their regular scheduled day, shall receive not less than four (4) hours of pay for the call out with all such hours paid at the rate of one and one-half (1.5) their regular rate of pay. If such overtime opportunity results in pre-shift overtime and is contiguous to their normal shift, radio room operators will only be paid for the actual overtime hours worked prior to their shift start time.

28.4 Time Change.

Radio room operators will be required to work a full eight (8) hours, regardless of the time change, at their straight-time pay and in accordance with the Fair Labor Standards Act (FLSA).

ARTICLE 29: USE OF VEHICLES

- 29.1 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 or her 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.
- 29.2 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 4509.51.

ARTICLE 30: WAGES

- 30.1 The hourly wage rates for radio room operators shall be as follows. The 2015 rate increase will be effective with the first payroll period in January 2015. Bargaining unit employees shall receive a one thousand one hundred dollar (\$1,100) one-time payment in the payroll period following approval of this labor contract. The 2016 wage increase will be effective the first payroll period in 2016. All new hires will be paid at Level 1. Those employees who are retained, after a minimum of six (6) months in Level 1 and successfully passing his/her probationary period, shall be advanced to Level 2.

	<u>2015 (2%)</u>	<u>2016 (2%)</u>
Step 1	\$18.01	\$18.37
Step 2	\$18.90	\$19.28
Step 3	\$19.83	\$20.23
Step 4	\$20.82	\$21.24
Step 5	\$21.85	\$22.29

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

30.2 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.

30.3 All employees shall be required to use direct deposit to receive their paychecks.

ARTICLE 31: SAVINGS

31.1 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 32: SUBCONTRACTING

32.1 During the term of this contract, the Commission shall not subcontract work that is presently being done, or has been traditionally done by bargaining unit members, in any circumstances which results in the permanent layoff of bargaining unit members.

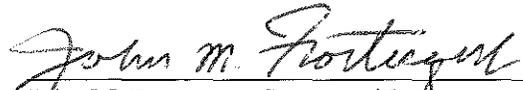
ARTICLE 33: DURATION

- 33.1 This Agreement shall continue in full force and effect for the period January 1, 2015 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.
- 33.2 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.

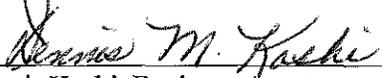
Signed this 3/23/ day of March, 2015.



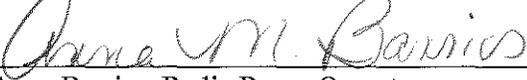
Gary M. Tiboni, President
Teamsters Local Union No. 436



John M. Fortesque, Secretary/Treasurer
Teamsters Local Union No. 436



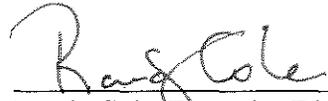
Dennis Kashi, Business Agent
Teamsters Local Union No. 436



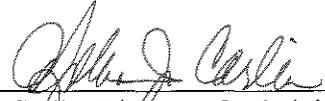
Anna Barrios, Radio Room Operator
Union Negotiation Team Member



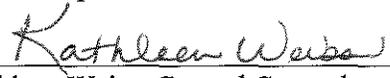
Rachel Wilke, Radio Room Operator
Union Negotiation Team Member



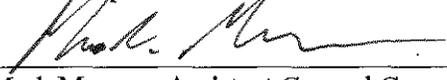
Randy Cole, Executive Director
Ohio Turnpike and Infrastructure Commission



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



Kathleen Weiss, General Counsel
Ohio Turnpike and Infrastructure Commission



Mark Musson, Assistant General Counsel
Ohio Turnpike and Infrastructure Commission



Matt Cole, Human Resources Manager
Ohio Turnpike and Infrastructure Commission



Ed Miller, Safety Services Manager
Ohio Turnpike and Infrastructure Commission



Tara Cottrell, Communications Center Supervisor
Ohio Turnpike and Infrastructure Commission