

MEMORANDUM OF UNDERSTANDING

WHEREAS, there is a need to create a classification series within the Ohio Department of Transportation (“ODOT”) that promotes a well-trained, certified workforce, capable of performing both highway maintenance and contract administration duties, the parties agree to the establishment and implementation as follows:

A. HIGHWAY TECHNICIAN CLASSIFICATION SERIES

Highway Technician 1 (Pay Range 6)

Highway Technician 2 (Pay Range 7)

Highway Technician 3 (Pay Range 8)

Highway Technician 4 (Pay Range 9)

Highway Technician 5 (Pay Range 10)

B. ALLOCATION OF CURRENT EMPLOYEES

1. Highway Maintenance Worker 1, Route Marker 1, and Highway Maintenance Worker 2 will move consistent with classification specifications which requires no posting to Highway Technician 1 (Pay Range 6) with Class B/A CDL and tanker endorsement without air brake restrictions. No Highway Technician (HT) series coursework or certifications are required at this level.
2. Highway Maintenance Worker 1 without a Class B CDL or without tanker endorsement or air brake restrictions will remain Highway Maintenance Worker 1.
3. Highway Maintenance Worker 3 and Bridge Worker 1 will remain in their current classifications. A Highway Maintenance Worker 3 and Bridge Worker 1 will move consistent with classification specifications, which require no posting into the HT2 upon successful completion of required coursework and obtaining appropriate CDL.
4. Highway Maintenance Worker 4, Bridge Worker 2, Route Marker 2, Material Controller 1 and Material Controller 2 will remain in their current classifications. A Highway Maintenance Worker 4, Bridge Worker 2, Route Marker 2, Material Controller 1 and Material Controller 2 will move consistent with classification specifications which requires no posting into the HT3 upon certification in General Knowledge, Drainage, Pavements, Earthwork, Asphalt Level 1 (certification to be developed), ACI Concrete Field Testing Technician Level 1, Aggregate Level 1 and 2, and with requisite experience (12 months actual construction inspection experience; may include test lab experience), and obtaining appropriate CDL.
5. Project Inspector 1 (Pay Range 26) and Project Inspector 2 (Pay Range 29) will remain in their current classifications. Upon receiving certifications in General Knowledge, Drainage, Pavements, Earthwork, Structures (field

Annotations

A: New series with pay ranges

B. How current employees enter new series.

1. HMW1, RMI, HMW2, move to Highway Technician 1 (PR6) automatically with appropriate CDL and tanker endorsement.

2. HMW1 without CDL/tanker endorsement remain HMW1.

3. HMW3 and BW1 remain in their current classes until successful completion of required coursework and appropriate CDL. Movement to HT 2 is automatic.

4. HMW4, BW2, RM2, MC1 and 2 remain in their current class, but move automatically to HT3 upon obtaining appropriate certification, CDL and 12 months actual construction experience.

5. PI-1 (PR26) and PI-2 (PR29) remain in current classes, but upon receiving appropriate certifications and minimum of CDL B, automatically move to HT4 at PR10. 4

employees), Traffic Control Devices (field employees), Asphalt Level 1 (certification to be developed), ACI Concrete Field Testing Technician Level 1, Aggregate Level 1 and 2, Asphalt Level 2 (Test Lab), ORMCA Concrete Technician (Test Lab), Aggregate Level 3 (Test Lab), and obtaining, at a minimum, Class B CDL will move into HT 4 at Pay Range 10.

6. Project Inspector 2 (Pay Range 30) will remain in their current classification. Upon receiving certifications in General Knowledge, Drainage, Pavements, Earthwork, Structures (field employees), Traffic Control Devices (field employees), Asphalt Level 1 (certification to be developed), ACI Concrete Field Testing Technician Level 1, Aggregate Level 1 and 2, Asphalt Level 2 (Test Lab), ORMCA Concrete Technician (Test Lab), Aggregate Level 3 (Test Lab), and obtaining, at a minimum, Class B CDL will move into HT4 at Pay Range 10.
7. Material Controller 3 will remain in their current classification. Upon receiving certifications in General Knowledge, Drainage, Pavements, Earthwork, Structures (field employees), Traffic Control Devices (field employees), Asphalt Level 1 (certification to be developed), ACI Concrete Field Testing Technician Level 1, Aggregate Level 1 and 2, Asphalt Level 2 (Test Lab), ORMCA Concrete Technician (Test Lab), Aggregate Level 3 (Test Lab), and obtaining, at a minimum, Class B CDL will move into HT4.

C. PROGRESSION THROUGH HT SERIES FOR CURRENT EMPLOYEES

1. Consistent with the classification specification and upon successful completion of required coursework, movement from HT1 to HT2 will occur. An employee must be fully certified at each level to perform the duties therein. No vacancy posting is required for this movement.
2. Upon successful completion of required coursework, certification, and 12 months construction experience and consistent with the classification specification, movement from HT2 to HT3 will occur. An employee must be fully certified at each level to perform the duties therein. No vacancy posting is required for this movement. Credit will be given for the required twelve months of construction experience to said employees who within 5 years of attaining their HT 2, are unable to obtain said experience through no fault of their own or by an action of management, provided certifications are obtained and training is successfully completed.
3. HT4 and HT5 are posted positions, which are filled pursuant to the collective bargaining agreement. An employee must be fully certified at each level to perform the duties therein.

D. EXPERIENCE REQUIREMENT FOR ADVANCEMENT

1. For advancement through HT Series, 12 months of construction experience will be required for HW4, BW2, and RM2 to move into the HT Series. Credit will be given for the required twelve months of construction experience to said current employees who are unable to obtain said experience through no fault of their own or by an action of management at the conclusion of the first three years of this agreement, provided all certifications are obtained and training is successfully completed.

6. PI-2 (PR30) remain in current class until obtain appropriate certifications and minimum of CDL B, automatically move to HT4 at PR 10.

7. MC3 will remain in current class until obtain appropriate certifications and minimum of CDLB will move into HT4 classification.

1. Movement from HT1 to HT2 is automatic upon successful completion of coursework.

2. Movement from HT2 to HT3 is automatic upon successful completion of requirement. If no opportunity is given, credit is given for up to 12 months of construction experience.

3. HT4 and HT5 are posted positions per Article 17 of contract.

1. HMW4, BW2, and RM2 need 12 months of construction experience to move into HT series. Credit for up to 12 months given if employee is denied reasonable opportunity within 3 years.

2. For advancement through HT Series, employees who have acquired related construction experience through the process of 1,000 hour transfer and/or TWA will be credited with 12 months construction experience.

3. For advancement through HT Series, Project Inspectors and Material Controllers who have acquired related construction experience will be credited with 24 months construction experience.

E. HT SERIES TRAINING AND TESTING

1. During the first three years of this agreement, Management will provide training opportunities for all current affected employees as specified below:

Highway Maintenance Worker 1, 2, 3; Route Marker 1; Bridge Worker 1 will be provided training opportunities through Level 1;

Highway Maintenance Worker 4; Route Marker 2; Bridge Worker 2, Material Controller 1, 2 will be provided training opportunities through Level 2;

Project Inspector 1, 2; and Material Controller 3 will be provided training opportunities through Level 3.

2. During the first three years of this agreement, employer-designated HT training will be provided during work hours at the rate of 25 days per employee/per year for all specified employees, if necessary, to achieve the Levels as described in Section E1 of this agreement.

3. Credit will be given for training courses to said employees who are unable to obtain the specified training through no fault of their own or by an action of management at the conclusion of the first three years of this agreement. Employer must provide and Employee must attend training for which they have previously received credit.

4. Said three-year period will be extended by the duration of approved (30 consecutive days or longer) disability or worker's compensation leave.

5. HT2 (Level 1) coursework will consist of the following subject matter:

Work Zone Maintenance of Traffic
Basic Highway Surveying
Basic Technical Mathematics
Basic Business Grammar/Writing
Personal Safety Awareness
Fraud/Ethics Awareness
Highway Roadside
Drainage
Earthwork
Flexible Pavement
Sediment and Erosion Control
Reg. Waste Removals and Hazwoper
Basic Structures
Maintenance Operations Overview
Snow and Ice Removal
Truck and Loader School

2. 1000 Hour Transfers or TWA PIs will receive credit for experience up to 12 months.

3. PIs and MC's who have construction experience will be credited with up to 24 months experience.

2. Employees to receive 25 days of training per year for 3 years.

3. Employees must receive training even if credit is given.

4. Disability and workers' compensation leave extends the 3-year period.

6. HT3 (Level 2) coursework will consist of the following subject matter:

Advanced Maintenance of Traffic
Advanced Highway Surveying
Basic Highway Plan Reading
Construction Operations Overview
Culvert Inspection
General Concrete
Rigid Pavement
Structures
Quality Control and Quality Assurance
Advanced Traffic Control

7. HT4 (Level 3) coursework will consist of the following subject matter:

Advanced Highway Plan Reading
Bridge Painting Inspection
Nuclear Safety
Nuclear Safety Update

8. HT5 (Level 4) coursework will consist of the following subject matter:

Basic Project Scheduling
Construction Projects from a Contractor's Perspective
Contract Administration
Critical Path Method Scheduling
Environmental Policy Overview
Partnering Concepts

9. A joint labor-management team of subject matter experts will participate in the development and/or review of HT Series training course content. Curriculum and subject matter may vary according to team recommendations.

10. Testing for certification will be required. Appropriate testing for course completion and proficiency may be required as well. An employee may test out of a course by successfully completing the proficiency test for a specific course in lieu of attending the course. Proficiency testing for specific courses will be offered one time per employee.

11. A joint labor-management test review board made up of subject matter experts will be created. The purpose of this board is to review and approve tests related to the HT Series coursework and certification prior to their use and will oversee all retest processes.

12. Training opportunities will first be offered to Project Inspectors and Material Controllers in order of highest seniority. Training opportunities will then be offered to Highway Maintenance Workers, Bridge Workers, and Route Markers in order of highest seniority.

13. Credit will be given for training courses to new hires into the HT Series who are unable to obtain the specified training through no fault of their own or by an action of management at the conclusion of the first seven years from the employee's date of entry into each level of the HT Series.

9. Union has equal voice on joint L/M training committees.

10. Employees may test out by passing proficiency test. Tests are required for most courses.

11. Joint L/M committee approves all tests and oversees all retest processes.

12. PIs and MC's are trained first by seniority. HMW's, BW's, and RM's are offered training by seniority.

13. New hires have 7 year guarantee of credit for training.

Employer must provide and Employee must attend training for which they have previously received credit. Said seven-year period will be extended by the duration of approved (30 consecutive days or longer) disability or worker's compensation leave.

14. An employee will be permitted one course-related retest per course at the employer's expense. The employee will be granted a reasonable amount of paid release time to take a course-related retest, up to a maximum of five hours. Any time beyond the five-hour maximum is at the employee's expense. Subsequent retesting will be at the employee's expense.
15. An employee will be permitted one certification-related retest per certification at the employer's expense. The employee will be granted a reasonable amount of paid release time to take a certification-related retest, up to a maximum of eight hours. Any time beyond the eight-hour maximum is at the employee's expense. Subsequent retesting will be at the employee's expense.

F. COMPENSATION

1. No employee affected by the HT series will be moved backward in pay or pay range.
2. There will be no redlining of employee's pay affected by the HT series.
3. The report in location for HT 2, 3 or 4 employees with a construction assignment will be the particular project to which they are assigned. The paid start and end time is the vehicle pickup site regardless of whether the employee is assigned a vehicle (in accordance with the Vehicle Assignment Grievance Settlement Agreement of March 16, 1995).
4. HMW 4, RM 2, BW 2 who achieve HT training levels 1 and 2 and obtain the appropriate certifications and CDL within three years of the date of this agreement will receive \$3,000.
5. PI 2 (Pay Range 30) and MC 3 (Pay Range 29) who achieve HT training levels 1, 2 and 3 and obtain the appropriate certifications and CDL within three years of the date of this agreement will receive \$3,000.
6. Employees who do not advance into the HT Series within three years of this agreement will be frozen at their current rate of pay for three years. At any time during the period of the pay freeze, an employee who obtains the appropriate training, experience, certifications, and CDL will move into the HT Series and their pay will no longer be frozen. No monetary pay increases of any kind will occur during the period of the pay freeze. Seniority credits, service time, or PERS accruals will not be affected. At the conclusion of the pay freeze, the employee's movement through steps and longevity will simply resume based on his/her relative position at the time of the freeze.

14. Employees permitted one retest on state time.

15. Employees permitted one certification-related retest on state time.

1. NO demotions.

2. NO redlining.

3. For HT 2, 3 and 4's, assigned to construction, pay starts at vehicle pickup site.

4. \$3000 achievement pay for HMW4, RM2, BW2, who obtain appropriate certifications and CDL within 3 years.

5. PI2 (PR30) and MC3 (PR29) also receive achievement pay who obtain appropriate certifications and CDL within 3 years.

6. Three years to enter series successfully. Pay is frozen at end of 3 years for 3 years. Employee may exit at any time for successful entry to HT series.

G. OVERTIME DISTRIBUTION FOR THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT (2003-2006)

1. Snow and ice overtime opportunities during the transition period shall be offered in the following order:
 - a. HT 1-3 and HMW (w/CDL's) whose daily work assignment is at a county facility
 - b. HT 4, PI's, BW, RM (w/CDL's) whose daily work assignment is at a county facility
 - c. HT 1-5 and PI's who are assigned to a construction project and all non-county BW, RM, HMW's
 - d. Other Unit 6 employees assigned to the county
 - e. All other Unit 6 employees
 - f. All other bargaining unit employees
2. Snow and ice overtime opportunities post-transition shall be offered in the following order:
 - a. HT 1-5, RM, BW, HMW and PI's (w/CDL's) whose daily work assignment is at a county facility
 - b. HT 1-5 and PI's who are assigned to a construction project and all non-county BW/RM/HMW's
 - c. Unit 6 employees assigned to County (who are not on first list, i.e., Mechanics)
 - d. All other Unit 6 employees
 - e. All other bargaining unit employees
3. Construction overtime distribution by project for overtime abutting the shift and for overtime less than 4 hours not abutting the shift during the transition period shall be offered in the following order:
 - a. HT 4 and PI's
 - b. HT 2 and 3
 - c. Temporary Work Assignments
4. Construction overtime distribution by project for overtime abutting the shift and for overtime less than 4 hours not abutting the shift post-transition shall be offered to those qualified by the Series level in the following order:
 - a. HT 2, 3, 4 and PI's
 - b. Temporary Work Assignments
5. Construction overtime distribution by project for overtime of 4 hours or more not abutting shift – 10 mile rule during the transition period shall be offered to those qualified by the Series level in the following order:
 - a. HT 2, 3 and 4, and PI's assigned to the construction project where the overtime exists
 - b. HT 4 and PI's on construction projects where the project office is within 10 miles of project office of where the overtime exists
 - c. HT 2, 3 on construction projects
 - d. Where the project office is within 10 miles of project office of where the overtime exists
 - e. Temporary Work Assignments assigned to the project where the overtime exists.
6. Construction overtime distribution by project for overtime of 4 hours or more not abutting shift – 10 mile rule post-transition shall be offered to those qualified by the Series level in the following order:

1. Snow and ice list based on current contract priorities merged with new HT Series classifications.

2. Construction overtime by project for overtime less than 4 hours which abuts shift.

3. Construction overtime by project for overtime less than 4 hours not abutting shift.

4. 10-mile rule for overtime of 4 hours or more not abutting shift.

5. Construction overtime by project for overtime of 4 hours or more not abutting shift.

- a. HT 2, 3 and 4 and PI's assigned to construction project where the overtime exists
- b. HT 2, 3 and 4 and PI's on construction projects where the project office is within 10 miles of project office where overtime exists
- c. Temporary Work Assignments assigned to the project where the overtime exists.

H. DISPUTE RESOLUTION PROCEDURE

- 1. An HT Resolution and Enforcement Committee will be created for a period of 5 years with the ratification of the MOU. It will be made up of 2 representatives from the union and 2 representatives from management with each group having one alternate. Each party will choose its own representatives. A quorum shall be a minimum of 2 representatives from each party.
- 2. Unresolved issues regarding the implementation of the HT Series including but not limited to, training, testing and preparation, qualifying experience, access to training and advancement based on training/certification, must be presented to the HT Resolution and Enforcement Committee for disposition.
- 3. If the committee resolves the issue, it will be final and binding.
- 4. If the committee cannot agree to a resolution, they will review the issue with an arbitrator. The arbitrator shall hear the issue within 30 days of receipt. The arbitrator shall hold a hearing where he or she will hear the facts and can receive information and evidence. The hearing shall include all committee representatives. The arbitrator is encouraged to take an active role in resolving and settling disputes. The arbitrator shall render a binding decision in writing the same day or at the arbitrator's choosing within 3 working days of the hearing. The arbitrator will be selected by the parties and all costs will be shared equally.
- 5. The committee will develop a process which issues can be brought to the committee.
- 6. If the parties do not meet to resolve the issue, the issue will automatically be heard by the arbitrator within sixty days of the date of filing.

I. MISCELLANEOUS

- 1. The parties will jointly petition SERB to place the HT Series into Bargaining Unit 7. The parties agree that the HT Series will appear in a separate grouping in Appendix I of the collective bargaining agreement.
- 2. CDL Class B will be required for the Material Controller series in order to move to the HT Series.
- 3. The parties agree to modify the Agreement and Clarification of District-Wide Positions in ODOT per Article 17 (commonly referred to as District Wide Memorandum of Understanding) as follows:
 - a. HT 1, 2 and 3 shall normally be designated county employees
 - b. HT 4 and 5 shall normally be designated district wide employees
 - c. HT 1, 2, and 3 in district wide positions will be designated by the employer by Position Control Number.

1. HT dispute resolution committee made up of 2 representatives from ODOT and 2 from OCSEA.

2. All unresolved issues go to this committee.

3. Unresolved issues go to arbitrator. Decision in writing same day or within 3 days.

4. Committee develops own process.

5. Arbitrator has jurisdiction if committee takes no action.

1. HT series goes to bargaining unit 7.

2. MC's need only CDL B.

3. MOU for district-wide positions will be adjusted to account for HT series.

4. This memorandum of understanding supersedes and sunsets the Classification Agreement for the Project Inspector Series dated November 19, 1996.

5. The Union agrees to waive any and all rights it may currently or subsequently possess to obtain any reparation, restitution or redress for its members to grieve any changes resulting from the implementation of this classification change, except for to enforce the terms of this agreement.

FOR STATE:

FOR UNION:

4. PI MOU no longer needed.

