

**APPLICATION AND AGREEMENT FOR ENROLLMENT
Ohio Turnpike Commission Voluntary Separation Incentive Plan
(VSIP)**

FULL-TIME TOLL COLLECTOR

Application must be delivered in person or received by the Human Resources Department
no later than 4:30 pm on March 31, 2010.

The undersigned, _____, (the "Applicant") does hereby elect to participate in the Ohio Turnpike Commission's Voluntary Separation Incentive Program ("VSIP") and further agrees to the following terms and conditions:

1. The Applicant agrees that all terms and conditions set forth in the VSIP Plan Document shall be binding on the Applicant, and in the event of a dispute between the meaning of this VSIP Application and Agreement for Enrollment ("Application Form") and the VSIP Plan Document, the VSIP Plan Document shall supersede and be binding.
2. Applicant hereby acknowledges receipt of the VSIP Plan Document and acknowledges having read both this Application Form and the VSIP Plan Document.
3. Applicant hereby agrees to participate in the VSIP and to therefore voluntarily resign his/her position of employment with the OTC effective on the following date:
_____ (Enter date no later than April 1, 2010); **OR**

Applicant hereby agrees to participate in the VSIP and to therefore voluntarily retire from his/her position of employment with the OTC effective on the following date:
_____ (Enter effective date not later than November 30, 2010); **AND**

Applicant further agrees to comply with all OTC separation of employment procedures as specified in the enclosed Separation Procedure Checklist as administered by the Human Resources Department. Applicant agrees that the failure to comply with the OTC's separation procedures may result in forfeiture or delay in issuance of the incentive payment until such time as the applicant is in compliance with the separation procedures.

Applicant further acknowledges that separation from the OTC payroll shall be effective on the date designated by the applicant for resignation or retirement, and employment status with the OTC shall also end on the same date so long as this date is within the allowed resignation or retirement dates set forth in the VSIP Plan Document. Any designated resignation or retirement dates which are beyond the permissible range set forth in the VSIP Plan Document will not be valid.

4. In consideration of Applicant's participation in the VSIP and election to voluntarily separate his or her employment with the OTC, Applicant shall receive the payment in the amount of thirty-five thousand dollars (\$35,000.00), less all applicable payroll deductions and applicable taxes, from the OTC within thirty (30) days of the last date of employment. Applicant understands and acknowledges that the above referenced lump sum payment shall be subject to all required payroll and tax withholdings. In addition, Applicant understands and acknowledges that the lump sum payment shall not be considered as earnable salary, or be included in the calculation of the employee's final average salary by OPERS. Any applicant that wishes to defer a portion of said lump sum payment to their account with the Ohio Public Employee Deferred Compensation Program shall be solely responsible for completing and submitting all required paperwork to the Ohio Public Employee Deferred Compensation Program. Applicant further agrees that the OTC shall not be liable or responsible for the failure of the Ohio Public Employee Deferred Compensation Program to accept and/or process the applicant's request to defer a portion of the lump sum payment.
5. In addition to the Incentive Payment, Full-Time Toll Collectors may be eligible to receive any paid leave or vacation time that is accrued but unused as of the date of separation as governed by the collective bargaining agreement. If eligible, such payments will be made within 30 days of the Full-Time Toll Collector's last date of employment.
6. Applicant acknowledges that separation from the OTC pursuant to the VSIP is solely voluntary and that Applicant shall not be eligible for State unemployment compensation as a result of the voluntary separation from employment with the OTC. To the extent permitted by law, Applicant further agrees not to file any grievances or unfair labor practice charges, or other administrative claims/protests against the OTC regarding the terms and conditions of the VSIP offer as outlined in the VSIP Plan Document.
7. Applicant acknowledges that Applicant is ineligible for re-employment in any position with the OTC after the date of the employee's separation.
8. Applicant may not revoke this Application at any time after delivery of this Application Form to the OTC Human Resources Department, and its acceptance by the OTC. Delivery must be made in person or by Certified U.S. Mail, postage prepaid. The Human Resources Department will not accept delivery of the application and enrollment form by inter-office mail.
9. Applicant acknowledges that he/she shall not be eligible to receive the incentive payment if the applicant is terminated from employment for just cause prior to the effective date the Applicant designated for separation of employment.

10. Applicant is hereby encouraged to consult with his or her union representative, attorney and/or financial representatives prior to signing this application if the Applicant deems it necessary.

By signing below, Applicant agrees to the above terms and conditions, as well as all terms and conditions set forth in the VSIP Plan Document, regardless of whether the same are restated above. To the fullest extent permitted under law, Applicant irrevocably and unconditionally releases, discharges and waives any and all claims, against the Commission, including but not limited to its employees, officers, agents and representatives, both current and future, arising under state and/or federal law which he/she may have, whether known or unknown, arising or occurring prior to or contemporaneous with the date of execution of this Agreement, including but not limited to the discipline received by Applicant to date.

Date of Separation: _____

Resignation / Retirement (Circle One)

Applicant: _____
Print Name

Signature Date

Witness: _____
Print Name

Signature Date

Printed Name (_____) Telephone Number

For use by Human Resources Department Only

Delivery: In Person Certified U.S. Mail

If Mailed, Date of Postmark: _____

Date/Timestamp _____

Application Complete/Accurate: Yes No

If No, Date Returned: _____

Employee Eligible? Yes No

If Ineligible, Indicate Reason: _____

Copy Forwarded to Payroll Manager: Yes No

