

WASHINGTON TOWNSHIP

&

AFSCME OHIO COUNCIL 8

PUBLIC WORKS DEPARTMENT CONTRACT

April 1, 2020- March 31, 2023

Article 1. Preamble

This Agreement is entered into by and between Washington Township, Montgomery County, Ohio ("Township or Employer"), and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). It covers the employees included in Article 2, and no others. Whenever the male gender is used in this Agreement, it shall be construed to include male and female.

The Township, the Union, and the employees will use their best efforts to serve the residents of Washington Township and the public in general:

- a. to achieve better understanding, communications, and cooperation between the Township, the Union, and the employees in the bargaining unit;
- b. to assure the proper and uninterrupted delivery of services of the highest quality, professionalism and efficiency;
- c. to support the long-range development and improvement of the Township; and
- d. to be responsive to the individual needs of the Township residents, with an awareness of the community's collective needs;

It is intended that this Agreement benefit the Township residents.

Article 2. Recognition.

The Township recognizes the Union (AFSCME Ohio Council 8) as the sole and exclusive bargaining representative for all employees in the Public Works Department, including Service Worker, Service Worker I, II, and III, Mechanic I and Horticultural Groundskeeper, but excluding all management level, professional and supervisory employees, all seasonal and casual employees, and all other employees of the Township. When a new classification is established by the Township in the bargaining unit, the Township shall establish the applicable rate of pay in line with the existing rates of pay. The rate so established shall be subject to negotiation only. If agreement is not reached within 30 days, it shall then be subject to negotiation when the next agreement is negotiated. This article is purely for the purpose of defining the employees covered and for no other purpose.

Article 3. Discrimination.

The Township, the Union and each employee will cooperate fully to abide by, and will abide by, all applicable laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability, union activity or military status.

Article 4. Management Rights.

- A. The Township reserves and retains the right to direct, manage and control the affairs of the Township and its employees, except to the extent this Agreement specifically provides to the contrary.
- B. This includes, but is not limited to:

all functions of government granted to the Township by the constitution and statutes of the State of Ohio;

the securing of revenues of the Township;

the determination from time to time as to what services the Township shall perform;

contracting of the performance of such work as the Township determines advisable;

the establishment or continuation of policies, practices, or procedures for the conduct of its affairs and from time to time, the change or abolition of such practices or procedures;

the purchasing and maintaining of adequate and safe equipment;

the determination of the tools, equipment, machinery and methods to be used;

the selection, transfer, assignment and layoff of employees;

the termination of probationary employees, and the discipline and termination for just cause of other employees;

making, amending and enforcing reasonable work rules and regulations;

the determination of the number of hours per day or week any operation may be carried on;

the selection and determination of the number and types of employees required;

the establishment of training programs and upgrading requirements for employees;

the establishment and the changing of job content, work schedules and assignments;

determining what jobs are to be created, retained or discontinued and how they are to be filled;

the determination of the size and composition of the work force; and

taking such other measures that the Township or its management may determine to be necessary for the orderly and efficient operation of the work force.

The Township retains all rights except to the extent this Agreement specifically and expressly provides to the contrary. The Township may exercise these rights, and any other management rights granted by this Agreement or by Section 4117.08 of the Ohio Revised Code, without prior consultation with the Union.

- C. Should the Township fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.
- D. This Article, and any other provision in this Agreement granting management rights, are in addition to the rights of management set forth in Section 4117.08 of the Ohio Revised Code.

Article 5. No Strike; No Lockout.

- A. There will be no strikes of any kind. This includes sympathetic strikes and strikes for foreseeable or unforeseeable reasons. "Strikes" includes any work stoppage, slowdown, picketing, or any other concerted activity or attempted concerted activity that would interrupt or limit the performance of services. Informational picketing, which is otherwise lawful and which does not have the intent or effect of inducing a strike or interfering with the operation of the Township, is permitted. "Strikes" also includes any residential picketing. Neither this Union nor any employee will encourage, authorize, participate in or condone any strike. This Section is for the benefit of the Township and the public it serves, and is in addition to all other rights provided them by law.
- B. Union Responsibility. The Union will use its best efforts to prevent any violation of this Article and to terminate any violation should one occur. If a violation of this Article occurs, the Union will publicly denounce the strike, and will provide the Township with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Section, it shall have no financial liability for any such violation.
- C. Employee Discipline. The Township shall have the right to discharge, demote, suspend, or otherwise discipline employees for violation of this Article. A suspension for a certain number of working days may, at the Township's option, be enforced by the forfeiture of an equal number of days of paid vacation or paid holidays or other paid time off. An employee disciplined under this Article may file a grievance, but only on a claim that he did not violate this Article. The

discipline imposed may not be overturned if the employee did violate this Article, and the arbitrator or any other reviewing tribunal under the grievance procedure shall have no authority or jurisdiction to reduce or modify the discipline if the employee did violate this Article.

- D. Restraining Violations. If the Township claims this Article is violated, it may at its option obtain an immediate arbitration hearing. To do so it shall give the Union written or telegraphic notice of its claim on an emergency basis. The Township may request the American Arbitration Association to appoint without the submission of a panel an arbitrator to hear and decide the claim on an emergency basis. The hearing shall be held within 48 hours of the request to that association or as soon after that as possible. The parties shall not file and the arbitrator shall not receive post-hearing briefs about the issuance of an immediate restraining order. The arbitrator shall rule from the bench and, if he finds this Article has been violated, he shall immediately issue an award prohibiting continuation or resumption of the strike. The arbitrator shall continue the hearing (and may request post-hearing briefs) on the issue of damages. This arbitration provision does not affect the Township's right to seek direct relief, injunctive or otherwise in the courts or elsewhere.
- E. No Lockout. During the term of this Agreement, the Township will engage in no lockout of the employees covered by this Agreement.

Article 6. Effect of Laws.

This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within 30 days at a mutually agreeable time to discuss alternative language on the same subject matter.

Article 7. Compliance with ADA.

Without limiting the Township's rights under this Agreement in any way, it specifically has the right to take any action necessary to comply with the Americans with Disabilities Act or to remove any doubt as to compliance. Purely by way of example, this includes restructuring jobs, reassigning job duties, accommodating qualified employees with disabilities, providing

special equipment, and providing special training, even though such actions are confined to one or more, but not all, employees covered by this Agreement and whether or not such employees are similarly situated.

Article 8. Union Business.

- Section 1. All Union business shall be conducted on an employee's own time on an unpaid basis except as set forth in Section 2 of this Article, Article 10 and Article 14, Section 5.
- Section 2. The Township will provide a total of 40 hours of negotiating leave for a new contract at straight-time for the entire bargaining unit to be paid when meetings are scheduled during employees' working hours.
- Section 3. Bulletin Boards. The Township Agrees to provide bulletin board space in an agreed upon area for use by the Union. No material may be posted on the Union bulletin board at any time which contains the following:
 - a. Personal attacks upon any other employee;
 - b. Scandalous, scurrilous or derogatory attacks upon the administration or any governmental unit or official;
 - c. Attacks on any other employee organization, regardless of whether the organization has local membership; or,
 - d. Attacks on and/or favorable comments regarding a candidate for public office, or for office in an employee organization.

Article 9. Union Representation.

- Section 1. A representative of the Union shall be admitted to the Township's facility for the purpose of processing grievances or attending meetings with the prior consent of the Township Administrator or his designee. The Township will not unreasonably withhold such consent. Upon arrival, the Union representative shall identify himself to the Township Administrator or his designee. The Union representative shall act in accordance with the Township's consent and shall in no way interfere with any work.
- Section 2. The Union shall provide to the Township a roster of its officers and stewards which is to be kept current at all times and shall include the following:
 - 1. Name
 - 2. Address

- 3. Home Phone
- 4. Union Position

Article 10. Labor/Management Committee.

- Section 1. If requested by either party, the Township and the Union may meet to discuss pending problems and to promote a more harmonious labor/management relationship.
- Section 2. The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting, with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. At least two days before the meeting, upon written notice, the other party may add matters to be taken up in the meeting. The purpose of such meetings shall be to:
 - A. Discuss the administration of this Agreement.
 - B. Notify the Union of changes made by the Township which affect bargaining unit members of the Union.
 - C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the Township and the Union, so long as the grievant is present.
 - D. Disseminate general information of interest to the parties.
 - E. Discuss ways to increase productivity and improve efficiency.
 - F. Consider and discuss health and safety matters relating to employees.
 - G. Provide an opportunity for the Union to share the views of its membership and/or make suggestions on subjects of interest to its members.

The agenda will be limited to subjects covered by A-G above, and the meeting will be limited to subjects covered by the agenda.

Article 11. Union Dues

- Section 1. Maintenance of membership. Current employees will have 30 days from the date of signing of the contract to elect whether or not they wish to be union members. New employees will have until the end of their probationary period to decide. During the thirty days before the expiration of the contract, employees may stop being union members by providing written notice to the Township and the Union.
- Section 2. Dues deduction. Upon the written authorization of the employee, the Township agrees to deduct once each month from the wages of each employee the sum certified as union dues, and shall make the check available to the the controller of AFSCME, Ohio Council 8 as soon as practicable after the check is prepared. Such authorization must be forwarded to the Finance Director within thirty (30) days prior to the effective date. Deductions shall be made from the second bi-weekly pay period of the month. If any employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that month. Employees desiring to withdraw their dues deduction authorization will notify the Township and the Union in writing.
- Section 3. The Union will indemnify and hold the Township harmless against any liability or loss resulting from the Township's good faith actions in carrying out or attempting to carry out the terms of this Article. Should the terms of this Article be determined illegal, the obligations of the Township under this Article shall terminate.

Article 12. Substance Abuse and Rehabilitation.

Section 1. Purpose. To provide for the protection of our employees and citizens, the Township must have an environment free of alcohol and drug use.

Section 2. Rules:

- 1. No employee may use, sell, buy or possess any alcohol or drugs while on the job, or during a meal or break period. The penalty for this is discharge.
- 2. No employee may report to work or be at work under the influence of alcohol or drugs. Violation of this will subject the employee to discharge. Being under the influence will not excuse any other violation of Township rules or standards, under this Policy or otherwise. A positive drug or alcohol test will be deemed being under the influence.
- 3. The only exception to paragraphs 1 and 2 is for prescribed (for the employee) or over-the-counter medication, and even then, the employee must notify the

Township before starting work if the medication may impair his ability to do his job. Impairment is just as serious when caused by medication; failure to report will be treated under paragraph 2. This exception does not include medical marijuana. Employees who use, sell, buy, or possess marijuana while on the job or during a meal or break period will be discharged under paragraph 1. Employees who report to work or are at work under the influence of marijuana will be subject to discharge under paragraph 2.

- 4. Anyone involved in the illegal trafficking of drugs, or illegal conduct consistent with trafficking of drugs, on or off the job, will be discharged.
- 5. All employees must report to the Township within 2 business days any drug arrest or conviction occurring during their employment. Violation of this will subject the employee to discharge.
- 6. If an employee is unexpectedly called to work when he could reasonably have expected that he was free to drink, and has been drinking, he must inform his supervisor at once so the supervisor can decide whether the employee should report to work. This fact, in itself, will not be grounds for discipline or discharge.
- 7. Any refusal under this policy to take a test, to cooperate fully, or to sign the necessary papers, when ordered to do so, will result in discharge.

<u>Treatment</u>

8. A drug and alcohol problem will not excuse any violation of Township rules or standards, under this policy or otherwise, whether the employee seeks treatment or not.

Employees are urged to seek professional help for a drug/alcohol related problem before disciplinary action is necessary. If an employee seeks treatment before violating any Township rule or standard, and the treatment requires that the employee not work for a period of time, the Township may, at its discretion, grant the employee a leave of absence, without pay. The leave will be subject to the terms of applicable health insurance and sickness and accident insurance policies, if the employee has coverage. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee. This leave will be conditioned upon receipt of reports from the treatment providers that the employee is cooperating and making reasonable progress in the treatment program. The employee will be permitted to return to work only if he passes a drug/alcohol test and has satisfactory medical evidence that he is fit for work.

Testing

- 9. Drug and/or alcohol testing will be conducted when there is a reasonable suspicion that an employee is using or possessing controlled substances or alcohol, or abusing a controlled substance at work, or is working or reporting to work under the influence of illegal drugs, alcohol or an abused controlled substance. Reasonable suspicion may be based upon, but is not limited to, unexplained and excessive absence, a reliable report, reporting to work with the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, the unauthorized possession of drug paraphernalia, or involvement in an on-duty accident or other on-duty incident which results in serious physical harm or property damage.
- 10. An employee who returns to work after a suspension or leave related to a positive test or otherwise related to drugs or alcohol may be tested randomly up to 12 times in the year following the employee's return.
- 11. Employees in safety-sensitive jobs may also be tested randomly.
- 12. As required by law, including for those required to have a CDL.
- 13. Positive levels for drugs are those determined by Department of Transportation regulations (currently 49 CFR § 40.87). Positive levels for drugs not set forth in the DOT regulations will be determined by the testing laboratory. The positive level for alcohol is .04%.
- Section 3. Searches. The Township reserves the right to carry out searches based on reasonable suspicion of employees, including personal effects brought onto Township property (lockers, purses, vehicles). Such searches may be carried out without prior notice. Refusal to submit to such searches is grounds for discharge.

Article 13. Discipline and Discharge.

- Section 1. Probationers. At any time during the probationary period, the Township may discipline or discharge a probationary employee without the employee having the right of appeal through the grievance procedure or otherwise. The Township will afford the employee the opportunity for an administrative hearing before final action.
- Section 2. Employee rights. A regular employee shall not be disciplined without just cause. Just cause includes any violation of this Agreement or any rule or regulation issued by the Township governing behavior of employees; incompetency;

inefficiency; neglect of duty; insubordination; or any behavior, such as theft or fighting, showing conduct detrimental to the efficient operation of the Township.

No final disciplinary action, including discharge, will be taken without first providing an opportunity to the employee for a hearing before the Township Administrator or his designee. The affected employee shall have the right to be represented at this hearing by the Union or by an attorney. The employee may be suspended with or without pay pending this hearing.

- Section 3. Reprimands. A supervisor is authorized to issue oral and written reprimands. When a supervisor issues an oral reprimand, a note describing the incident and action taken shall be placed in the employee's file.
- Section 4. Suspensions, demotions, and discharges. If an employee's supervisor believes an employee's action or failure to act justifies more serious disciplinary action, he shall report the matter, with recommendation, to the Township Administrator, who has the sole power to administer suspensions, demotions and discharges. If a suspension is determined to be the appropriate action, the Township Administrator may, with the consent of the employee, suspend all or part of the employee's vacation in lieu of a suspension without pay.
- Section 5. Appeals. The grievance procedure established by this Agreement shall be the sole means of appeal of any disciplinary action. An employee wishing to grieve a disciplinary action shall skip any step of the procedure below the level of the official who took the action being grieved. All terminations shall be appealed directly to Step 2 of the grievance procedure.

Article 14. Grievance Procedure.

- Section 1. Pre-grievance. Nothing in this Article shall prevent an employee from discussing with his immediate supervisor any work-related condition or complaint. Such a discussion shall not be interpreted as filing a grievance. Nothing shall prevent the employee, following such discussion, from filing a grievance on the same subject matter, provided it meets the definition of a grievance as set forth in Section 2 of this Article.
- Section 2. Definitions. "Days" as used in this Article shall mean days when the Washington Township Government Center offices are open for normal business.

"Grievance" shall mean any complaint from one or more employees that the Township has violated this Agreement, has committed a tort against an employee in any way related to his/her employment, has discriminated against the employee on account of race, color, religion, sex, national origin, age, disability, union

activity or any other ground prohibited by law, has imposed discipline without just cause, or has taken any other employment-related action which violates the employee's constitutional or statutory rights other than matters associated with workers' compensation, unemployment compensation, fair labor standards, or matters properly within the jurisdiction of the State Employment Relations Board. Otherwise, this Article provides the exclusive means for handling grievances.

Section 3. General. In this Article and throughout this Agreement, the Administrator may designate another individual to act in his place. A grievance must be signed and filed in writing with the employee's immediate supervisor; it may be filed at a higher step only when specifically authorized by this Agreement.

A grievance must be filed promptly following the action being grieved. No grievance may be filed after ten days from the date of the action being grieved or, if later, more than ten days after the employee becomes aware of the action or, with reasonable diligence, should have become aware of the action. Untimely grievances may not be taken to arbitration unless the Township consents to the late filing of the grievance.

If the Township fails to answer in the time provided for each step in the following section, the grievance shall automatically advance to the next step. If a grievance is not filed or appealed within the time provided, it shall be considered withdrawn. Time limits will be waived in case an emergency exists if mutually agreed to.

Section 4. Procedural Steps.

Step 1 Grievance is filed with the immediate supervisor. That supervisor shall meet with the employee within three days of its receipt, and shall give the employee a written answer within three days of the meeting.

Step 2 If the grievant is not satisfied with the Step 1 answer, he may appeal in writing to the department head within three days of receiving the Step 1 response. The department head shall investigate, shall meet with the grievant, and shall give a written response within five days of the meeting.

Step 3 If the grievant is not satisfied with the Step 2 answer, he may appeal in writing to the Township Administrator within ten days of receiving the answer. The Township Administrator shall investigate, shall meet with the grievant, and shall give a written answer within ten days of the meeting.

Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation upon agreement of the parties. If a grievance proceeds to mediation, the procedures set forth in Step 4 may be stayed, upon written agreement of the parties, until the mediation process is completed.

The parties agree to use a mediator from the Federal Mediation and Conciliation Services, the State Employment Relations Board or any other mutually agreed upon individual. The grievant shall have the right to be present at the mediation conference.

Step 4 Arbitration. If the employee is not satisfied with the Step 3 answer, the Union may, at the employee's request, but at its sole discretion, submit a notice to proceed to arbitration within sixty days of the Step 3 decision. However, if the Union refuses to proceed, the employee may proceed at his own expense without any obligation on the Union's part to assist him.

- a. The arbitrator shall be selected by requesting the Cincinnati office of the American Arbitration Association to submit a list of seven arbitrators, from which the parties will make their selection in accordance with the rules of the Association. The parties may, in any case, agree on an arbitrator without seeking a list of names.
- b. The arbitrator will conduct a hearing, following which he will make a written award which shall be final and binding on both parties. However, the arbitrator's authority is limited to making the grievant whole by restoring actual or monetary losses, granting reinstatement with or without back pay, ordering deletion of records of discipline and the like. He may not make an award for pain and suffering, attorney fees, punitive damages or anything other than a make-whole award. Nor can the arbitrator make any changes to this Agreement, or rule on any incident that occurred before this Agreement became effective, or after this Agreement has been terminated.
- c. The docket fee for the services of the American Arbitration Association and the costs of the arbitrator shall be paid equally by the Township and the Union.
- d. Multiple (two or more) grievances shall not be heard by an arbitrator unless the parties agree specifically to waive this provision.

e. These procedures supersede all pre- and post-disciplinary procedures which would otherwise be required by law.

Section 5.

Attendance. The employee filing the grievance may attend Step 3 of the grievance procedure without loss of pay as a result of attendance during regularly scheduled working hours. For a grievance filed by or on behalf of a number of employees or a group of similar grievances, this protection against loss of pay would extend only to the spokesman. The employee's representative (if a Township employee) may also attend without loss of pay at Step 3.

Section 6.

Grievance against Union. If the Township claims any violation of this contract by the Union, other than a violation of the no-strike clause, it must file notice of its intent to arbitrate the matter with the Union within thirty days of the occurrence.

Article 15. Seniority.

Section 1. Definition. Seniority is defined as the duration of time an employee has been employed on a full-time basis with Washington Township in this bargaining unit, including time in a probationary status, but not including time spent on a leave of absence greater than thirty days, unless seniority accumulation is required by law.

Section 2. Termination of seniority. Seniority is broken in the following cases and, if the employee is re-employed, he starts with no seniority from prior employment:

- a. Discharge
- b. Resignation
- c. Retirement
- d. Failure to return to work on the first regular work day following expiration of an approved leave of absence.
- e. Failure to return to work within fifteen days after being recalled. The fifteen-day period begins on the date the Employer mails a notice to return by certified mail or gives him a personal notice of recall.
- f. Absence due to leave of absence of more than 52 weeks, or for the length of the employee's seniority at the beginning of the absence, whichever is shorter. FMLA leave will be counted for this purpose.

Section 3. Seniority list. The Township shall prepare and maintain a seniority list showing the name, seniority date, and current classification of each employee. This list

shall be updated annually, posted in an appropriate work location, and given to the Union. If two or more employees have identical hire dates, the older employee shall be deemed the more senior employee.

Article 16. Layoff and Recall.

- Section 1. Layoff. The Township may lay off an employee due to lack of work, lack of funds or any other good faith, non-discriminatory reason. If the Township decides to lay off one or more employees within any classification in the bargaining unit, the employees to be laid off shall be determined on the basis of ability (including training, skill and experience) and performance (including work record). When ability and performance are relatively equal, seniority shall govern.
- Recall. An employee shall retain recall rights for one year from the date of layoff. Recalls within a classification will be determined on the basis of ability and performance. When ability and performance are relatively equal, seniority shall govern. Notice of recall shall be delivered personally, or sent to the laid-off employee's latest address of record. It is the obligation and responsibility of the employee to provide the Township with his latest mailing address. If the employee fails to report within fifteen days of the date such notice is mailed or delivered, the employee shall forfeit all recall rights. Employees who are recalled retain seniority for time worked prior to layoff, but do not accumulate seniority during the period of layoff, unless the layoff is for less than thirty days.
- Section 3. The Township's evaluation as to who will be laid off and recalled and in what order may be reviewed in the grievance and arbitration procedure but will not be overturned unless it was arbitrary and capricious.

Article 17. Promotions.

- Section 1. An employee may be promoted from one position to another bargaining unit position only if the employee is qualified for the higher position. The Township Administrator shall determine whether the promotion will be accomplished through competitive or non-competitive means.
- Section 2. When a vacancy occurs in a position above the entrance level, as determined by the Township Administrator, preference shall be given to promotion of qualified present bargaining unit employees. If, however, the Township Administrator determines that the best candidate is not a current Township employee, the position may be filled by appointment of that person.

Section 3. It may be necessary for an employee to be temporarily promoted because of an unexpected vacancy or other situation. Should the temporary promotion of an employee extend for a period longer than three months, the employee shall then begin to receive the rate of pay applicable to the higher-rated position.

Article 18. Bereavement Leave.

Section 1. Allowance. A full-time 40 hour employee may be absent up to three regularly scheduled work days without loss of pay in case of death in the immediate family, which, for this purpose, is defined as spouse, parents, grandparents, spouse's grandparents, children, brother, sisters, step-parents, -children, -brothers, -sisters, parents-in-law, brother- or sister-in-law, or any member of the immediate household (not including a boarder) who has resided with the employee's family for at least one year.

A full-time employee may be absent up to one regularly scheduled work day without loss of pay in case of death of an aunt or uncle on the employee's side of the family. An aunt or uncle whose relation is on the spouse's side of the family is not covered by this benefit.

- Section 2. Extra allowance for travel. If the funeral of a member of the immediate family requires overnight travel, an extra allowance of up to two days may be allowed by the department head for full time 40 hour employees.
- Section 3. Approval. Approval of bereavement leave by the department head is required. The department head may require proof of the relationship and a copy of the death notice.

Article 19. Sick Leave.

- Section 1. Definition. Sick leave may be used as provided in this Article when a full-time employee is absent for any of these reasons:
 - a. The employee's own illness or injury.
 - b Illness or injury of a member of an employee's immediate family requiring the employee's presence at home or at a hospital.

 Immediate family means spouse, parents, child, step-child or adopted child.
 - c. Doctor and dental appointments that cannot be scheduled during non-working hours.

- d. A one-day absence on the day of the birth of an employee's child, and another one-day absence on the day when the child is brought home from the hospital.
- e. Up to three days of absence each year when an employee who serves as legal guardian is required to be absent due to the legal ward's illness, or to assist the legal ward with legal or housing matters.
- Section 2. Purpose. Sick leave is provided so that employees will not be seriously handicapped financially if unable to work for a reason qualifying for sick leave. Sick leave is not an entitlement to annual paid time off; it is for only the situations defined in this Article. Abuse of sick leave or dishonesty in connection with sick leave is just cause for discipline or discharge.

Unpaid leave will be provided as required by FMLA. Paid leave will be provided subject to the requirements of this Agreement.

Section 3. Amount of credit. Each full-time employee shall be granted eight hours of sick leave credit for each completed month of service. For this purpose, a completed month of service shall mean any calendar month in which the employee is on active duty, approved vacation leave or approved sick leave for at least ten (10) days during that month.

Unused credit shall accumulate to a maximum of 230 days (1,840 hours).

- Section 4. Conditions for payment of sick leave. To be paid sick leave, an employee must meet the following conditions:
 - a. The employee must be absent for one of the reasons defined in this Article. The Township may require a doctor's certificate to establish the employee's eligibility for the sick leave.
 - b. The request for leave must be approved by the employee's Department Head.
- Section 5. Repeated use. If an employee has been absent on sick leave on four separate occurrences within a calendar year, the following shall apply to all subsequent absences in that year:
 - a. The employee will be put on notice following the fourth absence.
 - b. Each subsequent absence will require a physician's certificate.

- c. The employee will be paid at the rate of 80% of full salary for the first two days of any absence after the fourth absence; provided, that if the employee is hospitalized during any such absence, payment at 100% of full salary shall be made.
- d. The Township may require the employee to be examined by a physician designated by the Township as a condition for payment.
- Section 6. For the purpose of this policy, a sick leave occurrence shall be any continuous sick leave use in excess of two hours. For example: an employee uses 1½ hours of sick leave for a doctor's appointment that could not be scheduled during non-work hours. No Occurrence. An employee is off work three continuous days on sick leave. One Occurrence. An employee is off work for two continuous days on sick leave in January, misses four hours on sick leave in April, and is off one day on sick leave in July. Three Occurrences.

If an employee returns to work from sick leave and finds that he is unable to work because of the original illness or injury, his Department Head may recommend and the Township Administrator may approve the non-continuous sick leave as one occurrence. If an employee is injured on the job and qualifies for worker's compensation benefits this will not count as an occurrence.

Section 7. Notice of absence. Each employee is required to notify his immediate supervisor as soon as he knows he will be absent; in no case shall this notice be later than one hour after the scheduled start of his shift. Failure to provide timely notice is cause for denying sick leave pay.

If the absence is due to hospitalization, out-patient surgery or similar cause which can be scheduled, notification shall be made at the time the medical procedure is scheduled.

- Section 8. Absence day before/after holidays. The Township may require a physician's certificate if an employee is absent on the work day before or the work day after a holiday or vacation.
- Section 9. Extended absences. No absence can continue longer than one year. If the employee is absent more than five consecutive work days, he must provide the Township with an attending physician's release before returning to work. A physician's certificate may be required before any employee is allowed to return to duty following the absence. The Township may require an employee on sick leave to be examined by a medical examiner selected and paid for by the Township at any time during the leave, or before returning to work.

- Section 10. Records. The Township Fiscal Office shall be the custodian of all sick leave records.
- Section 11. Credit for service with other public agencies. An employee who previously worked in another Ohio political subdivision may transfer to Washington Township sick leave credit earned but not used or converted to cash in the prior agency, up to a limit of ten work days (80 hours) of credit. It is the employee's responsibility to secure from the former agency's personnel officer attestation of the employee's prior service and sick leave balance.
- Section 12. Pay for unused credit upon separation.
 - 1. A Township employee who resigns in good standing after at least ten years of service shall be paid one hour of pay for each four hours of unused sick leave credit accumulated.
 - 2. A Township employee who officially retires from service and is eligible to receive retirement benefits from a public retirement system shall be paid one hour of pay for each three hours of unused sick leave credit accumulated.
 - 3. If a Township employee dies in service (in the line of duty), his beneficiary shall receive one hour of pay for each hour of unused sick leave credit accumulated.

In all cases, payment shall be withheld until the employee or his agent has returned all Township property in the custody of the employee.

- Section 13. Conversion to personal leave. An employee who uses no sick leave during an entire calendar year shall receive an additional 24 hours paid personal time during the following calendar year to be taken in accordance with Article 20.
- Section 14. Family and Medical Leave Act Compliance. Under the Family and Medical Leave Act, an employee who has been employed by the Township for at least one year and has worked at least 1,250 hours in the previous twelve months, may take up to twelve weeks of FMLA leave during a rolling twelve-month period, for any of the following reasons: for incapacity due to pregnancy, prenatal care or child birth; to care for the employee's child after birth; the placement with the employee of a son or daughter for adoption or foster care; when needed to care for the employee's spouse, child, or parent with a serious health condition; or because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job. A "rolling twelve-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active duty status for deployment in a foreign country in the Armed Forces, including in the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember or veteran during a single 12-month period. A covered current servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred or aggravated in the line of duty. A covered veteran is an individual who was discharged or released under conditions other than dishonorable during the five-year period (not including 10-28-09 through 3-8-13) before the first date the eligible employee takes FMLA leave to care for the veteran, and who has a serious injury or illness incurred or aggravated in the line of duty or related to military service, subject to certain conditions.

An employee must provide at least thirty days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If thirty days notice is not practicable, then the employee must provide as much notice as is practicable and generally must comply with the required call-in procedure. The initial notice must provide sufficient information for the Township to determine if the leave may qualify for FMLA protection. An employee shall complete a leave of absence application form, available from his or her supervisor, when requesting leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves). The employee must also state if the requested leave is for a reason for which FMLA was previously taken or certified.

The Township will designate the leave as FMLA or not and so notify the employee. If the employee disagrees, he or she should inform the Township immediately. If the employee appears to be eligible, the Township will notify the employee of any additional information required, the amount of leave counted against the employee's leave entitlement and the employee's rights and

responsibilities. If the employee is not eligible, the Township will provide the reason.

An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The Township will provide a form for this. When the duration of the condition listed in the original certification is 30 days, or less, if the employee's leave (whether full time, intermittent, or on a reduced schedule) is beyond 30 days, then a new medical certification shall be required after 30 days, and each 30 days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required to resolve a dispute between the first and second opinions.

All family and medical leaves are without pay, except employees will be required to use all paid sick leave, paid personal days and paid vacation for absences covered by the Family and Medical Leave Act prior to being granted leave without pay, and the paid leave will count against the employee's 12-week entitlement. The unpaid portion of family and medical leaves are without benefits, except that group health and hospitalization insurance will be continued during the family and medical leave (up to twelve weeks in a rolling twelve month period) with the same terms, conditions and employee contributions applicable to employees who are actively at work.

Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job.

All leave which may be available or taken under the Family and Medical Leave Act is subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it. The Township may take any steps necessary to comply with the Family and Medical Leave Act or to remove doubts about such compliance.

Any dishonesty in connection with FMLA leave or FMLA job restoration shall subject the employee to discharge.

Article 20. Personal Day.

Each regular full-time employee is eligible for one eight-hour paid personal day per calendar year. Such leave must be scheduled in advance, and must be used in a two-hour minimum. All personal time leave shall be subject to the prior approval of the employee's Department Head. Employees may not carry an accumulated personal day forward to the next year.

Any regular full-time employee who completes an entire calendar year without the use of any sick leave is eligible for an additional 24 hours paid personal time in the following calendar year.

Article 21. Vacation.

Section 1. Accrual of credit. A full-time employee's accrual of vacation credit begins with the month in which employed, unless employed in the second half of the month, in which case, the credit begins with the following month. An employee who is in a pay status for at least two weeks in any month receives credit for that month.

Accrual will be at the following rates, based upon years of continuous service:

- a. 1.0 days per month (12 days per year) in each of the first four years of service.
- b. 1.16 days per month (14 days per year) after having completed four full years of service.
- c. 1.41 days per month (17 days per year) after having completed six full years of service.
- d. 1.66 days per month (20 days per year) after having completed nine full years of service.
- e. 2.0 days per month (24 days per year) after having completed 15 full years of service.

Section 2. Use of Vacation Credit.

- a. Vacation leave will not be charged for a holiday falling within the vacation leave. But an employee cannot use sick leave during the vacation period.
- b. Requests for vacation leave must be submitted to the department head or his designee at least 30 days prior to the first date requested, unless there is a reason for later submission. The department head or his designee will evaluate all requests against the need to maintain efficient Township operations. If two or more requests are submitted for the same time period and only one can be granted, preference will be given on the basis of seniority provided such a selection does not impede operations.

- c. Probationary employees may not use vacation leave during the first six months.
- Section 3. Carryover. An employee may carry accumulated vacation leave over into the following year, up to a maximum of 15 days carried over or the employee's vacation accrual rate in December multiplied by 12, whichever is greater. Accumulated vacation leave in excess of the above amounts will be dropped or lost on December 31 of that year. The only exception shall be the Employee Award of Excellence winners shall be able to carry an additional three days of vacation (in addition to the above) forward in the year they win the award.
- Section 4. Use when sick or injured. Absence because of sickness, injury or disability in excess of that authorized for such purposes may, at the request of the employee and with approval of the department head, be charged to vacation leave.
- Section 5. Vacation in lieu of suspension. Compensation charged to vacation leave in lieu of time off on unpaid suspension will not ordinarily be allowed, except by special agreement between the employee and the Township Administrator at the time the suspension is levied.
- Section 6. Death of employee. The Township will pay to the employee's beneficiary (as listed on the Life Insurance provided by the Township) the cash equivalent of the employee's unused vacation leave credit.

Article 22. Holidays.

Section 1. All regular full-time employees are eligible for the following paid holidays:

HOLIDAY OBSERVED ON

New Year's Day

Martin Luther King Day

Lincoln/Washington's Birthday Third Monday in February

Memorial Day Fourth of July Day

Labor Day

C 1 1

Columbus Day Second Monday in October Veteran's Day Day after Thanksgiving

Thanksgiving Day

Christmas

Eligibility. To be eligible, an employee must meet all of the following conditions:

(a) He must have completed the first 90 days of his probationary period.

- (b) He must have worked the last scheduled day before and the next scheduled day after the holiday, unless his absence on those days was excused due to paid vacation, paid jury duty, paid bereavement leave, or was excused by the Employer in writing in advance of the absence. No other absence on those days, excused or unexcused, will qualify the employee for holiday pay. If appealed in writing within two work days of the holiday and upon recommendation of the public works manager, the administrator may consider whether to excuse an absence based on extenuating circumstances. The manager's recommendation and the administrator's decision will be unreviewable (in arbitration or otherwise) and in their sole discretion.
- (c) He must have performed some work for the Employer within seven days before the holiday or have been on paid vacation, funeral or jury duty leave within seven days before the holiday.
- (d) He must not have been on disciplinary suspension on the day of the holiday.

All regular full-time employees shall receive eight hours of compensation for each holiday. If a regular full-time, non-exempt employee is required to work on a holiday, he shall receive additional compensation at $1\frac{1}{2}$ times the employee's standard hourly wage.

If a holiday occurs on a Saturday, it will be observed on the preceding Friday.

If a holiday occurs on a Sunday, it will be observed on the following Monday.

Probationary employees are not eligible for holiday pay for the first 90 days of their probationary period.

Article 23. Maternity Leave.

Disability due to pregnancy and childbirth will be treated the same as any other disability. The sick leave provisions in Article 19 will apply in cases of pregnancy and childbirth.

Article 24 Jury Duty/Court Time/Breaks.

- Section 1. Jury Time. Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear. Employees required to serve on a jury will be reimbursed as set forth in this Section. Subject to the other provisions of this Section, employees shall suffer no loss of regular straight time earning for time necessarily lost due to jury service, up to a maximum of 30 days in any calendar year. To be eligible, the employee must present the Township satisfactory evidence of the dates and times of jury service. If an employee is excused from jury service for the day, early enough to return to his regular shift, he shall do so. Employees who expect to be called for jury service shall notify the Township as promptly as possible so that the Township may make the necessary arrangements. The Township expects each employee to perform his civic duty, and serve when called; however, in exceptional cases the Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.
- Section 2. Court Time. An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena, to testify concerning matters pertaining to official public works division business shall be compensated in the same manner as regular duty hours for time necessarily so spent.
- Section 3. Two 15 minute breaks may be taken per day at the job site, as scheduled by management.

Article 25. Injury Leave.

If an employee suffers a compensable injury or illness while in the performance of his duties with the Township and while properly performing an assigned task, such injured employee shall continue to receive his full weekly rate of pay from the Township for up to the first 6 months following the date of injury. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, temporary total disability payments from the Bureau of Workers' Compensation. The Township may require the employee to perform any duties within the limitations of such injury or illness. The period of injury leave shall be determined by the Township administrator in his sole discretion, and his decision shall not be subject to the grievance and arbitration procedure.

In determining an employee's mental or physical ability to perform work under this Article or under any provision of this Agreement, the Township may rely upon medical evidence presented by the employee, or may require the employee to submit to an examination by an examiner selected and paid for by the Township. If the employee does not agree with the results of the Township's examination, he may appeal to a third physician agreed upon by the Township's examiner and the employee's physician. The results of the third physician shall be binding on the Township and the employee, and the examination shall be paid half by the Township and half by the employee.

Article 26. Probation.

- Section 1. A person initially appointed to a full-time position will be on probationary status for 12 months.
- Section 2. All full-time probationary employees shall have a performance consultation at the conclusion of 90 days.
- Section 3. While on probation, a new employee may be dismissed at any time without the right of appeal, or recourse to the grievance and arbitration procedure.
- Section 4. Prior to the end of the probationary period the Department Head shall formally evaluate the new employee's performance. After the appraisal, the Department Head shall forward his recommendation to the Township Administrator who will recommend to the Board of Trustees to keep, transfer, or discharge the new employee.
- Section 5. No probationary employee will be absent without proper cause. When a probationary employee is absent from his job for any excused cause for more than five consecutive working days, his probationary period will be extended by the time absent.
- Section 6. Full-time probationary employees are eligible to participate in the Township group insurance program after 30 days.
- Section 7. Probationary employees are not eligible for holiday pay for the first 90 days of their probationary period.
- Section 8. During the probationary period, the full-time employee has no seniority, but is eligible to accumulate sick and vacation leave. During the first six months of the probationary period, the employee is not allowed to take vacation time earned and no payment will be made for vacation time if an employee terminates before the end of the probationary period. An employee may take earned sick leave after the first six months of the probationary period.
- Section 9. On completion of his probationary period, the employee's continued service is retroactive for 12 months.
- Section 10. An employee who is re-hired after a separation from Township service will be on probation for six months.

Article 27. Call-in Pay.

If an employee is called in for emergency work outside his regularly scheduled work hours as determined by the Department Head, the employee will be compensated for such work at the rate of one and one-half $(1\frac{1}{2})$ times the employee's standard hourly wage and for a minimum of two (2) hours if the overtime work required a special trip to and from home.

Example: If an employee's regular starting time is 8:00 a.m. and he is called

in to work at 7:00 a.m., that employee would receive one (1) hour overtime assuming he worked his entire shift. However, if an employee whose shift was completed at 4:30 p.m. was called back in at 6:30 p.m. for one (1) hour's work, that employee would

receive two (2) hours overtime pay.

Article 28. Medical Insurance.

Section 1. Medical Insurance. The Township will provide medical insurance coverage for employees after thirty days of service, and to their eligible dependents. The Township reserves the right to determine the carrier.

Section 2. The Township may make changes to premium sharing and to the plan design so long as they are consistent with the premiums and design for Township Administration.

Before making such changes, the Township will offer to meet and confer with the Union. This does not obligate the Township to negotiate or to obtain the Union's agreement before making changes.

Section 3. Miscellaneous. An employee who resigns, retires, or is discharged loses medical insurance coverage except as otherwise provided by law.

An employee absent because of illness or injury will continue to be covered for medical insurance until the employee loses seniority or begins to be covered by disability insurance.

An employee laid off because of lack of work or funds will continue to be covered for medical insurance entirely at Township expense for three months, after which the coverage will lapse except as otherwise provided by law.

An employee on a personal leave of absence without pay will be covered for the balance of the insurance contract month, after which the employee will be

covered only if the employee deposits with the Fiscal Officer an amount sufficient to cover the entire premium for the duration of absence.

When an employee is absent on a leave covered by FMLA, the employee's medical insurance will continue as provided under that law and those regulations.

- Section 4. Summary Plan Description. All rights, benefits, limitations and conditions of coverage of all eligible employees and dependents shall be governed by the summary plan description provided by the Township. The interpretation of all provisions of this Article shall in all respects be governed by and be subordinate to the terms and provisions of the Summary Plan Description. However, in case of conflict as to the amount of the Township payment, the provisions of this Article apply.
- Section 5. Effects of legislation. If, by action of Congress and/or the Ohio General Assembly, legal requirements are imposed upon the employer that differ from the above, the parties shall meet and negotiate whatever changes are thus mandated. These negotiations shall be limited to the specific issue mandated by the legislation, unless the parties agree otherwise. If the parties fail to agree after good-faith negotiations, the matter shall be submitted to arbitration.

Article 29. Safety and Health.

- Section 1. The Township and the Union agree to cooperate fully in order to maintain a high standard of safety and health among employees. The Township accepts its responsibility as an employer to provide safe working conditions and equipment for all employees.
- Section 2. Employee responsibility. Employees are responsible for maintaining equipment and apparatus in good working condition. If any equipment is found to be in an unsafe condition, the employee is responsible for promptly reporting the defect to his immediate supervisor. Employees are also responsible for using equipment in the proper manner and for using any safety devices or equipment furnished by the Township.

Article 30. Wages, Overtime and CDL.

- Section 1. Hourly rates will increase as follows: 3% effective 4/1/20; 3% effective 4/1/21; and 3% effective 4/1/22.
- Section 2. Overtime. An employee shall be paid 1½ times his regular hourly rate for all hours worked over 40 in a week. Hours used in calculating overtime are regular,

holiday, sick leave, vacation and personal. Bereavement leave shall be calculated only during snow season (October 15 through March 15 each year). No other time off such as jury duty, etc. shall count toward the overtime calculation.

- Section 3. The Public Works Department shall make a reasonable effort to apportion overtime in an equitable manner among those employees who desire overtime work. However, there is no guarantee of this. Any mistake in granting overtime will be corrected by the next opportunity, and not by back pay.
- Section 4. Commercial Driver's License. The Township will pay the difference between a regular driver's license and a CDL license.

Article 31. Agreement Complete.

Section 1. Fully Written. This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the Township Administrator or his authorized representative and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the Township to continue in effect, any working condition, benefit or past practice which is not covered or contained in this Agreement.

Article 32. Term of Agreement.

- Section 1. Effective Dates. This Agreement shall become effective on signing and shall remain in full force and effect until March 31, 2023, and shall then terminate. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.
- Section 2. Negotiations for a New Contract. The Union shall present the Township, in writing, its proposed changes for a successor agreement no later than 120 days before the termination date of this Agreement. Negotiations will begin between the 83rd and 90th day before the termination date, or earlier, if the parties mutually agree. Both parties will negotiate in good faith in an earnest effort to complete negotiations and reach a new agreement 45 days before the termination date of this Agreement.

DATE:	131	20
Ditt.		

DATE: 04-06-2020

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, AFL-CIO

WASHINGTON TOWNSHIP

By:

By:

By:

By:

Full-Time Public Works Union - Hourly

Effective: 4/1/20

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	STEP
SW III	<u>8</u>	24.89	25.88	26.92	27.99	29.11	30.28	31.49	32.75	
Mechanic I	<u>7</u>	23.70	24.65	25.64	26.66	27.73	28.84	29.99	31.19	
SW II	<u>6</u>	22.57	23.48	24.42	25.39	26.41	27.46	28.56	29.70	
SWI	<u>4</u>	20.47	21.29	22.15	23.03	23.95	24.91	25.91	26.94	
SW	<u>2</u>	18.57	19.31	20.09	20.89	21.73	22.59	23.50	24.44	

Full-Time Public Works Union - Salary

Effective: 4/1/20

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	STEP
SW III	<u>8</u>	51,765	53,835	55,988	58,228	60,557	62,979	65,499	68,119	
Mechanic I	<u>7</u>	49,300	51,272	53,322	55,455	57,673	59,980	62,380	64,875	
SW II	<u>6</u>	46,952	48,830	50,783	52,815	54,927	57,124	59,409	61,786	
SW I	<u>4</u>	42,587	44,290	46,062	47,904	49,821	51,813	53,886	56,041	
SW	<u>2</u>	38,627	40,173	41,779	43,451	45,189	46,996	48,876	50,831	

Full-Time Public Works Union - Hourly

Effective: 4/1/21

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	STEP
SW III	<u>8</u>	25.63	26.66	27.72	28.83	29.99	31.19	32.43	33.73	
Mechanic I	<u>7</u>	24.41	25.39	26.40	27.46	28.56	29.70	30.89	32.12	
SW II	<u>6</u>	23.25	24.18	25.15	26.15	27.20	28.29	29.42	30.59	
SWI	<u>4</u>	21.09	21.93	22.81	23.72	24.67	25.66	26.68	27.75	
SW	<u>2</u>	19.13	19.89	20.69	21.52	22.38	23.27	24.20	25.17	

Full-Time Public Works Union - Salary

Effective: 4/1/21

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	STEP
SW III	<u>8</u>	53,315	55,447	57,665	59,972	62,371	64,866	67,460	70,159	
Mechanic I	<u>7</u>	50,776	52,807	54,919	57,116	59,401	61,777	64,248	66,818	
SW II	<u>6</u>	48,358	50,292	52,304	54,396	56,572	58,835	61,188	63,636	
SWI	<u>4</u>	43,862	45,617	47,441	49,339	51,313	53,365	55,500	57,720	
SW	<u>2</u>	39,784	41,376	43,031	44,752	46,542	48,404	50,340	52,354	

Full-Time Public Works Union - Hourly

Effective: 4/1/22

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	STEP
SW III	<u>8</u>	26.41	27.46	28.56	29.70	30.89	32.13	33.41	34.75	
Mechanic I	<u>7</u>	25.15	26.15	27.20	28.29	29.42	30.60	31.82	33.09	
SW II	<u>6</u>	23.95	24.91	25.90	26.94	28.02	29.14	30.30	31.52	
SWI	<u>4</u>	21.72	22.59	23.50	24.44	25.41	26.43	27.49	28.59	
SW	<u>2</u>	19.70	20.49	21.31	22.16	23.05	23.97	24.93	25.93	

Full-Time Public Works Union - Salary

Effective: 4/1/22

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	STEP
SW III	<u>8</u>	54,923	57,120	59,404	61,780	64,252	66,822	69,495	72,274	
Mechanic I	<u>7</u>	52,307	54,400	56,576	58,839	61,192	63,640	66,185	68,833	
SW II	<u>6</u>	49,816	51,809	53,881	56,037	58,278	60,609	63,034	65,555	
SWI	<u>4</u>	45,185	46,992	48,872	50,827	52,860	54,974	57,173	59,460	
SW	<u>2</u>	40,984	42,623	44,328	46,102	47,946	49,863	51,858	53,932	