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**AGREEMENT**

**BETWEEN THE**

**WASHINGTON COUNTY ENGINEER**

**AND**

**TEAMSTERS**  
**LOCAL UNION NO. 637**

**SERB Case No.:**

**Effective April 1, 2021 Through March 31, 2024**

## TABLE OF CONTENTS

ARTICLE 1 PREAMBLE & RECOGNITION .....	1
ARTICLE 2 NO STRIKE/NO LOCKOUT .....	1
ARTICLE 3 DUES DEDUCTIONS .....	2
ARTICLE 4 UNION REPRESENTATION/BULLETIN BOARD.....	3
ARTICLE 5 MANAGEMENT RIGHTS.....	4
ARTICLE 6 WORK RULES .....	5
ARTICLE 7 LABOR MANAGEMENT MEETINGS.....	5
ARTICLE 8 GRIEVANCE PROCEDURE.....	6
ARTICLE 9 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS .....	8
ARTICLE 10 PROBATIONARY PERIOD.....	9
ARTICLE 11 SENIORITY.....	10
ARTICLE 12 JOB POSTING .....	11
ARTICLE 13 LAYOFF AND RECALL .....	12
ARTICLE 14 SICK LEAVE.....	12
ARTICLE 15 HOLIDAYS .....	14
ARTICLE 16 VACATION .....	15
ARTICLE 17 JURY DUTY/COURT LEAVE.....	16
ARTICLE 18 HEALTH INSURANCE .....	16
ARTICLE 19 HOURS OF WORK AND OVERTIME.....	17
ARTICLE 20 WAGES AND BENEFITS .....	18
ARTICLE 21 RETIREMENT.....	19
ARTICLE 22 MISCELLANEOUS .....	19
ARTICLE 23 DEATH OF AN EMPLOYEE.....	19
ARTICLE 24 DURATION .....	19
APPENDIX A.....	21
WAGES – STEP INCREASE .....	21

## **ARTICLE 1**

### **PREAMBLE & RECOGNITION**

**Section 1.1** This Agreement between the Washington County Engineer (hereinafter referred to as the "Employer") and the Teamsters Local Union No. 637, (hereinafter referred to as the "Union"), has as its purpose to comply with the requirements of Ohio Revised Code Chapter 4117 and to set forth the full and complete understanding and agreement between the parties governing wages, hours, and other terms of employment for those employees who are in the bargaining unit as hereinafter defined.

**Section 1.2** It is the intent of the parties that this Agreement shall supersede Ohio Civil Service Law (O.R.C. 124 *et seq*) to the fullest extent provided by law and that O.R.C. 124, sections 124.01 through 124.56, and provisions of O.R.C. 325.19 shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to any issue or matter addressed in this Agreement or to employees in the bargaining unit.

**Section 1.3** The Employer recognizes the Union as the exclusive representative for all employees in the bargaining unit as certified by the State Employment Relations Board ("SERB") in SERB Case No. 2017-REP-11-0136 as specified below:

**Inclusions:** All full-time and part-time employees in the Highway Department of the Engineer's Office, including the following classifications: Highway Maintenance Worker, Highway Maintenance Worker 1, Highway Maintenance Worker 2, Chief Mechanic, Mechanic, Parts & Equipment Maintenance Records Clerk, Fuel Truck Driver, and working foreman.

**Exclusions:** All management level, supervisory and confidential employees, as defined in ORC 4117, all clerical, seasonal, temporary, casual employees, non-working foreman, and all classifications not listed as included.

## **ARTICLE 2**

### **NO STRIKE/NO LOCKOUT**

**Section 2.1 Essential Service** During the term of this Agreement, neither the Union, nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer, nor its agents, for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement, unless there is a violation of this Article.

**Section 2.2 Union Responsibility** The Union agrees to notify all stewards and employees of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 2.1 to return to work.

**Section 2.3 Penalties Imposed for Violations** It is specifically understood and agreed that the Employer shall have the whole and complete right to discipline any employee who violated Section 2.1, including the sole and complete right to immediately discharge any Union member participating in any

unauthorized strike, slowdown, walkout, or any other cessation of work. Discipline or discharge under this Article may be appealed through the grievance and arbitration procedure.

**Section 2.4 Judicial Review** Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

### **ARTICLE 3 DUES DEDUCTIONS**

**Section 3.1 Dues/Fees Deduction** The Employer agrees to deduct from the wages of any employee, who is a member of the Union, membership dues, initiation fees, re-initiation fees, and/or uniformly levied assessments. Employees shall submit a written authorization for dues/fees deductions. The Union will notify in writing, the Engineer and County Commissioners annually each January of the dues it charges its current membership. The Union will update member information as needed. A one month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected will be submitted to the Union on a monthly basis.

The Employer shall be relieved from making individual dues/fees deduction payments to the Union when a member:

1. Resigns or is separated from employment;
2. Is laid off from Employer employment;
3. Provides written revocation of dues deduction authorization submitted by the employee to the Employer;
4. Is on an unpaid leave of absence when the dues deduction would otherwise be due;
5. At any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's due shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions; and
6. When the employee is no longer a member of the bargaining unit.

**Section 3.2 Error in Deduction** It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

**Section 3.3 Indemnification** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or the County and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees that it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer incurs arising from such administrative personnel of the Employer, including attorney's fees, involved in defending or responding to claims, actions, etc., regarding dues, fees, fair share fees, etc., collected on behalf of the Union by the Employer.

#### **ARTICLE 4**

##### **UNION REPRESENTATION/BULLETIN BOARD**

**Section 4.1 Employee Representatives** The Employer agrees to recognize three (3) employees as steward for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and stewards of the bargaining unit and of any changes which may occur. The steward shall have no authority to take any action interrupting the Employer's business. If the Employer requests a steward's presence at a meeting then the steward shall be considered on work time to the extent of his normal work hours but in no event will a steward receive overtime for Union business or meetings. Stewards may not use County vehicles or equipment for Union business. Except as specifically set forth in this Article, employee representatives may not conduct Union business on County time. However, Stewards may be released from work to conduct Union business as long as release does not cause disruption to operations. Prior to release, the employee must have Engineer approval.

**Section 4.2 Union Representatives** The President or designee of the Local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or his designee which approval shall not be unreasonably denied. The Employer or his designee shall facilitate any necessary contact between the representatives and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

**Section 4.3 Bulletin Boards** The Employer shall provide bulletin boards and furnish space for said bulletin boards at each facility for use by the Union to enable members of the bargaining unit to see notices posted thereon. All notices shall be posted by an officer of the Local and shall relate to items of interest to the members as set forth below. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. Union Recreational and Social Activities;
2. Notice of Union Meetings;
3. Union Appointments to Committees;
4. Notice and Results of Union Elections;
5. Reports of Standing Committees of the Union;
6. Rules or Policies of the International Union or other Labor Organizations with which the Union is affiliated.
7. Final results of Grievance Procedures may be posted with the permission of the affected employee.

All other notices of any kind not covered by this section must receive the prior approval of the Employer. Postings not in compliance with this Article may be removed by the Employer



## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

**Section 5.1 General** Except to the extent limited by the express provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Highway Department of Washington County. The rights of the Employer shall include, but not be limited to his rights to establish, change, or abolish policies, practices, rules or procedures for the conduct of the Highway Department, its employees and its service to the citizens of the County, consistent with the provisions of this Agreement.

**Section 5.2 Management Rights** The Employer's exclusive rights shall include, but shall not be limited to the following except as expressly limited by the terms and conditions set forth in this Agreement:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
2. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
5. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to lay off employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
6. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate, and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required and areas worked;
7. Determine the overall mission of the office as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the Office as a governmental unit;
10. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
11. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignment required thereof;
12. To enforce employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
13. The right to maintain the security of records and other pertinent information;
14. The right to determine and implement necessary actions in emergency situations;
15. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
16. The right to determine the Highway Department goals, objectives, programs and services, and to utilize personnel in a manner designated to effectively meet these purposes.

**Section 5.3 Reserved Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

**Section 5.4 Residual Rights** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

## **ARTICLE 6 WORK RULES**

**Section 6.1 Work Rules** Except where limited by a specific term of this Agreement, the Engineer shall maintain the right to, in connection with its function of maintaining discipline and directing the work force, establish, and from time to time, amend reasonable rules of employee conduct and policies. Any new or revised rules and policies will be presented to the Union at least ten (10) calendar days in advance of the effective date, except for unforeseen emergency situations that preclude compliance with this requirement, in which case as soon as is reasonably practicable. The Engineer agrees to discuss the revised or new rule and/or policy with the Union if requested prior to the effective date. This section does not require the Employer to have the consent of the Union prior to the implementation of work rules of policies. All work rules will be reasonable and applied and interpreted uniformly as to all members in similar circumstances.

## **ARTICLE 7 LABOR MANAGEMENT MEETINGS**

**Section 7.1** The parties agree to establish a Labor-Management Committee ("Committee") which shall consist of two (2) management members designated by the Employer, in addition to the County Engineer and two (2) labor members designated by the Union. Labor Management Committee meetings may be scheduled by either party at reasonable, mutually agreed times, but not more frequently than quarterly unless otherwise mutually agreed. Meetings shall be closed to the public.

**Section 7.2** The purpose of such Committee meetings shall be to discuss matters which may include the following:

- A. Changes contemplated by the Employer that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness;
- C. Issues of interest to bargaining unit employees;
- D. Health and safety;
- E. Matters of contract administration that are not subject to the grievance procedure.

**Section 7.3** The parties will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

**Section 7.4** Matters taken up in the Committee meeting shall be confined to those included in the agenda. Committee meetings are not to be used for or considered negotiating sessions and are solely for the purposes of meaningful discussion between the parties.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

**Section 8.1 Grievance Defined, Content, Timeline for Filing** The term "grievance" shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in this Article of this Agreement, nor those matters not covered by this Agreement. Written grievances must be submitted in writing no later than seven (7) calendar days following the events or circumstances giving rise to the grievance.

All grievances must contain the following information:

- A. Aggrieved employee's name, or names of all grievants;
- B. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. Date and time grievance occurred;
- D. The location where the grievance occurred;
- E. A description of the circumstances or incidents giving rise to the grievance;
- F. Specific provisions of the Agreement violated;
- G. Desired remedy to resolve the grievance; and
- H. Documentation believed to support the grievance.

A steward, or business agent may accompany the grievant to grievance meetings should the grievant request his attendance. A grievant shall have the right to submit a grievance without the intervention of the Union.

### **Section 8.2 Grievance Procedure**

**Step One –Superintendent** An employee having a grievance will first attempt to resolve it informally with his superintendent. Such attempt at informal resolution shall be made by the member-grievant within seven (7) calendar days following the submission of the written grievance to his superintendent.

Within-seven (7) calendar days after the meeting with the grievant, the Superintendent shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step 2.

**Step Two – County Engineer** Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) he may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent



documents, to the County Engineer. The grievant or steward shall also submit at this step any documentation believed to support the grievance. The County Engineer or his designee shall date the form, accurately showing the date his Office received the form.

The County Engineer or his designated representative shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and/or Union Steward. If requested by the grievant, the business agent may accompany the grievant to the meeting; however, the business agent will be contacted to attempt to schedule a mutually convenient date.

Within seven (7) calendar days of the meeting at Step Two, the County Engineer or his designee shall submit his written response to the grievance.

**Step Three – Arbitration** If the member-grievant is not satisfied with the answer in Step Two, within fourteen (14) calendar days after receipt of the Step Two response (or fourteen (14) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate and shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Service (FMCS) to hear the arbitration.

Upon receipt of such list of arbitrators the parties may meet and attempt to select one (1) arbitrator from the list. Both parties shall have the option to strike the entire panel of proposed arbitrators. This option to strike may be exercised by both parties once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators but the parties fail to agree on the selection of one (1) arbitrator, the parties shall then proceed to alternatively strike one (1) name from each list. Determination regarding which party shall have the privilege of striking a name from the list shall be resolved by the toss of a coin. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The FMCS shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may mutually agree upon an arbitrator without requesting a list from the FMCS.

Arbitration proceeding shall be conducted under the voluntary labor arbitration rules of the FMCS/American Arbitration Association, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party.

The fees of the arbitrator and the rent, if any, for the hearing room shall be borne by the losing party. The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the County as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions

of this Agreement. Either party may raise the issue or arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the seven (7) day period for filing grievances. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the term of this Agreement. If the arbitrator awards back wages/pay, the amount so awarded shall be less any unemployment compensation or earned wages from any other employer or agency. The arbitrator has no authority to ignore federal or state law and legal precedent that is applicable to an issue presented and the arbitrator's award shall not require the Employer to take an action inconsistent with applicable federal or state statute unless such statute is one that the parties may lawfully modify, and have modified, by an express provision of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be in writing and will state the rationale for the decision. The arbitrator's jurisdiction shall end upon issuance of his award. While the arbitrator may reserve jurisdiction to decide issues of remedy, such as back pay, he shall be without authority to issue clarifications or modifications of his award except upon the joint written consent of the parties.

**Section 8.3 Timely Processing of Grievances** Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall be considered denied at that step and may be appealed by the Union to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual Agreement in writing.

**Section 8.4 Exclusivity** This grievance procedure shall be the exclusive method of resolving grievances. The parties agree that the State Personnel Board of Review or the Department of Administrative Services shall have no authority over matters subject to this grievance and arbitration procedure.

## **ARTICLE 9**

### **DISCIPLINE PROCEDURES AND PERSONNEL RECORDS**

**Section 9.1 Methods of Progressive Discipline** No employee shall be disciplined except for cause. Discipline may include some or all of the following:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension
4. Discharge/Removal

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on paid administrative leave while investigating a disciplinary matter.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension.

**Section 9.2 Predisciplinary Meetings** In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Engineer, or his designee, shall be arranged. The employee may have a union steward or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. The employee may waive, in writing, the pre-disciplinary conference.

**Section 9.3 Appeals of Discipline** Employees may file grievances of suspensions, and discharge. Grievances must be appealed directly to Step 2 of the grievance procedure within seven (7) days of receipt of notice of the disciplinary action. Probationary employees shall not have access to the grievance procedure. The parties hereby acknowledge that the grievance process set forth in this Agreement is the sole and exclusive remedy for members of the bargaining unit. Therefore, the parties agree that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no jurisdiction over the discipline of bargaining employees and the appeal process set forth under O.R.C. § 124 *et seq.* is hereby waived.

**Section 9.4 Employee Personnel Files** An employee shall have access to his or her personnel folder, upon reasonable notice. Inspection shall occur during non-working hours at a time and in a manner mutually acceptable to the employee and the Employer. The employee may be accompanied by a Union representative at such inspection.

Disciplinary actions shall be of no further force and effect after twelve (12) months for oral or written reprimands and twenty-four (24) months for all other discipline provided there is no intervening discipline. If there is any intervening discipline, then the record of discipline shall be maintained until there is twelve/twenty-four (12/24) consecutive months (depending on the discipline administered) where no discipline occurs.

All records of disciplinary action that are of no further force and effect as outlined above shall not be considered in future disciplinary action, except that prior discipline may be used to establish that employees have been made aware of the standard of conduct expected.

In the event an employee disagrees with a reprimand or record in his/her personnel record file, he/she may write a letter of dispute outlining the reasons for disagreement, to be placed with such record in his/her file.

## **ARTICLE 10 PROBATIONARY PERIOD**

**Section 10.1 New Hire Probationary Period** Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period one hundred eighty (180) calendar days.

**Section 10.2 Promotional Probationary Period** Employees transferred or receiving a position in a new classification in the bargaining unit shall serve a probationary period of ninety (90) days from the date the employee is designated as receiving the new classification. Any other time worked in the classification shall not count toward the probationary period.

Employees may be removed and sent back to their previous position and placed at their previous pay at any time within the promotional probationary period when the Engineer, finds that the employee is not performing at the requisite level for the promoted position.

**Section 10.3 Extension of Probationary Periods** The probationary periods may be extended by the Employer, by a period of up to 90 days provided the Employer indicates the reasons for the extension to the Union.

**Section 10.4 Appeals by Probationary Period Employees** A new hire probationary employee may be terminated any time during his probationary period and shall have no right to appeal of the termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review.

## **ARTICLE 11 SENIORITY**

**Section 11.1 Accrual of Seniority** Seniority, for purposes of this contract, shall only be based on continuous service with the Washington County Engineer's Office – Highway Department. Seniority shall be applied as a factor only in those matters where seniority is expressly stated as a factor.

**Section 11.2 Laid off Employees** Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid off employees shall be "frozen" as of the date of layoff unless the employee is not recalled from layoff within eighteen (18).

**Section 11.3 Break In Seniority** The following circumstances shall constitute a break in seniority:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work after notice of recall from layoff;
- E. Failure to return to work at the expiration of a leave of absence;
- F. Resignation when employee is not re-employed or reinstated within thirty-one (31) calendar days

**Section 11.4 Posting of Seniority List** The Employer shall post, at least once every twelve (12) months, a seniority list. Employees may, within fourteen (14) calendar days of the posting, submit a written challenge to the list to the Employer stating reasons why the employee believes the list to be inaccurate. A copy of the seniority list will be supplied to the Union.

**Section 11.5 Tie Breaker on Seniority List** Employees who are hired on the same day, ties in seniority shall be broken by using the employees' birth dates, with the oldest being considered most senior.



## **ARTICLE 12 JOB POSTING**

**Section 12.1 Vacancy Defined** A vacancy occurs when the Engineer, in his discretion, decides to fill an existing bargaining unit job or when the Engineer decides, in his discretion, to create a new position within the bargaining unit. It is the policy of the Engineer, when filling vacancies in the bargaining unit, to give all qualified applicants consideration and the opportunity to apply for vacant positions. Nothing in this Article shall be construed as limiting the Employer's authority to employ persons from outside the Department to fill the vacancy, provided, however, that all current employees are given equal opportunity to bid and qualify for the vacancy.

**Section 12.2 Criteria for Selection** Criteria to be utilized in reviewing qualified applicants' shall include the applicant's previous work record, job performance, experience, education, training, ability, qualifications and attendance. Each factor is not necessarily given equal weight. Vacancies shall be filled with the most qualified candidate, as determined by the Engineer, upon application of the criteria. All things being equal seniority shall prevail.

**Section 12.3 Notice of Vacancy** When it is determined that a vacant position is to be filled, a notice of vacancy shall be posted for fourteen (14) calendar days on the union bulletin boards. The notice shall include the title of the position, the rate of pay for the position, and where possible a description of the duties of the position. Within thirty (30) days after the posting is closed, the Employer will post the bargaining unit employee awarded the position. Employees off on vacation, sick leave or workers comp injury shall be considered for the opening, so long as they apply during the posting period.

**Section 12.4 Temporary Job Assignments** From time to time it may be necessary to temporarily assign an employee to different duties or responsibilities. Such assignments will be made at the discretion of the Engineer. No employee so assigned will suffer a pay reduction due to being temporarily assigned.

**Section 12.5 Applications** Persons wishing to apply for the posted vacancies shall file their applications during the posting period. The Engineer shall not be required to consider applications received after the posting period.

Employees desiring the opportunity to be considered for vacant positions must apply, in writing for vacancies. Employees must keep their personnel files current with any information which would reflect their skills and abilities. Employees desiring consideration of additional information (e.g. education, training, experience) must submit such with their application for a vacancy.

**Section 12.6 Limit on Bids** Employees in their probationary period or who have received a promotion in the period six months prior to the posting date of a position are not eligible for consideration for a promotion.

**Section 12.7 Testing Methods** the Employer shall determine the method for testing, evaluating or review of applicants for vacant positions. The Employer shall determine the methods for examinations which shall be used to select candidates for promotional positions subject to this Article.

**Section 12.8 Notice to Applicants** Once the selection has been made, the Employer will notify all applicants in writing of the selection.

## **ARTICLE 13 LAYOFF AND RECALL**

**Section 13.1** The Employer shall determine when a long-term lay off is necessary. A layoff may occur due to lack of work, lack of funds, job abolishment, or efficiency of operations. The Employer shall notify the affected employees and the Union President fourteen (14) calendar day in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

**Section 13.2** Layoffs of bargaining unit employees will be determined by the Engineer. Prior to laying off bargaining unit employees, the Employer shall first layoff any seasonal, temporary and probationary employees. Seasonal, temporary and probationary employees shall have no right to be placed on a recall list as stated in Section 13.3.

**Section 13.3** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months with the Employer as of the date of the layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff.

**Section 13.4** Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 13.5** The recalled employee shall have five (5) calendar days following the receipt of the recall notice to notify the Employer of his/her intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Failure to notify the Employer of their intention to return to work or to report to work will result in being removed from the recall list and will forfeit the employee's right to recall.

**Section 13.6** The parties expressly acknowledge that the provisions of O.R.C. §§ 124.321 – 124.328 shall not apply to the layoff of bargaining unit employees and that the SPBR and DAS shall have no jurisdiction over the layoff of bargaining unit employees.

## **ARTICLE 14 SICK LEAVE**

**Section 14.1 Eligibility** For each hour in active pay status, other than overtime hours, full-time employees shall earn 0.575 hours of sick leave for a maximum of 4.6 hours of sick leave per pay period.

**Section 14.2 Usage** Sick leave may be used in one-half (1/2) hour increments for the following reasons:

- A. Illness or injury of the employee;
- B. Illness or injury of a member of the employee's immediate family where attendance by the employee is reasonably necessary;
- C. Exposure of employee or a member of his or immediate family to a contagious disease which would have the potential of jeopardizing the health of other employees;

- D. Medical, dental, mental or optical examination or treatment of employee or a member of his or her immediate family where attendance by the employee is reasonably necessary; and
- E. Pregnancy, childbirth and/or related medical conditions;
- F. Death of a member of the immediate family as defined and prescribed in Section 14.6 of this Article.

Any occurrence of illness, injury, or medical disability of three (3) days or more shall require a Doctor's release to return to work, or a Doctor's statement indicating the employee's presence was necessary for the health and welfare of an affected person. Any employee, who has established a record of excessive absences or a suspicious pattern of absences or who is believed to be abusing sick leave, as determined by the Employer, may be required to furnish a statement from the employee's physician for each use of sick leave for predetermined time limit.

**Section 14.3 Notification** An employee who is unable to report for work must, by telephone or other means of pre-authorized communication, notify their immediate supervisor or other designated person no less than one-half (1/2) hour prior to the beginning of the shift; failure to give the required notice will result in the loss of sick pay and may result in discipline.

**Section 14.4 Payment** Upon return to work the employee shall formally request sick leave by completing a request for leave form and submitting it to the supervisor. If the request for leave is denied and as a result the employee has overpaid, such overpayment shall be deducted from employee's next pay.

**Section 14.5 Abuse of Sick Leave** Any employee failing to comply with the procedures in this Article shall not be entitled to sick leave pay. The Employer maintains the right to investigate all absences, requests for sick leave, suspected abuse of leave, excessive and suspicious patterns of absences. As part of the investigation, the Employer may require an employee to provide doctor excuses and/or to submit to medical examinations by a health care provider chosen by the Employer. When medical examinations with an Employer chosen provider is required by the Employer, the cost shall be borne by the Employer. Application for sick leave with the intent to defraud, altering a physician's statement or falsifying a leave request form shall be grounds for immediate dismissal.

Employees shall make all reasonable efforts to schedule medical, dental, mental, and optical appointments outside of their scheduled work hours whenever possible. When scheduling outside of work hours is not possible after exhaustion of all reasonable efforts, employees should schedule the appointments in a manner that has the least impact on employer operations, such as scheduling appointments at the beginning or end of their shift. Regularly scheduled appointments should not normally result in the employee missing an entire work day and employees are expected to come to work prior to or return to work after their scheduled medical appointment ends unless authorized by the Employer to utilize other available paid benefits for the remainder of the shift.

**Section 14.6 Bereavement Leave** An eligible employee may be granted usage of sick leave, upon approval of the Employer, for a maximum of five (5) consecutive working days in the event of the death of an immediate family member as defined in this Article. One of the days must be the day of the funeral. The Employer may request verification of need for bereavement leave.

**Section 14.7 Sick Leave/Holidays** Any employee calling in sick on a holiday in which they are scheduled to work or on the employee's last scheduled work day prior to a holiday or first scheduled workday immediately following a holiday shall be required to present a medical practitioner's statement verifying the employee was actually seen by the medical practitioner and establishing the need for sick leave or such sick leave will not be approved.

**Section 14.8 Payment of Sick Leave Only Upon Retirement** Upon retirement from the Public Employees Retirement System after ten (10) or more years of service with the Employer, who retires from service with the Employer, an employee may elect to be paid for twenty-five percent (25%) of accumulated sick leave balance up to maximum of one hundred twenty (120) hours. This payment shall be at the rate of pay at the time of the employee's retirement. Accepting this payment eliminates all remaining sick leave balance up to that time. Retirement cannot simply be considered the same as a termination or resignation. The employee must actually qualify for and retire from the employer under O.P.E.R.S.

**Section 14.9 Definition of Immediate Family** For purposes of this Article, "immediate family member" shall mean the employee's mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, legal guardian, mother-in-law, father-in-law, brother-in-law, and sister-in-law or other person who stands in the place of a parent through verification sufficient to the Employer.

## **ARTICLE 15 HOLIDAYS**

**Section 15.1** Recognized Holidays. Full time employees are entitled to be paid holidays. The following days are recognized days as paid holidays by the Employer, and will be governed by the procedures set forth in this Article:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Fourth Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Columbus Day	day after Thanksgiving
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 <sup>th</sup>

**Section 15.2** Employees required to work on a recognized holiday will receive their normal rate of pay in addition to holiday pay.

**Section 15.3** Payment will not be made for holidays which occur while an employee is in unpaid status (e.g., suspension without pay or unpaid leave of absence). If a holiday falls during a period when an employee is off work for bereavement leave or vacation, the employee will receive holiday pay for the day of the holiday without being charged for bereavement leave or vacation. In no event may an employee pyramid holiday pay with other leave benefits.



**Section 15.4** Employees who do not work their last scheduled workday before a paid holiday, the day of the paid holiday (if scheduled), and/or the first scheduled work day after a paid holiday will not be entitled to receive holiday pay.

## **ARTICLE 16 VACATION**

**Section 16.1 Entitlement** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled to accrue each year is based upon length of service as follows:

- A. Less than 1 year of service: No vacation
- B. 1 years of service through 7 years of completed service: 80 Hours
- C. 8 years of service through 14 years of completed service: 120 Hours
- D. 15 years of service through 24 years of completed service: 160 Hours
- E. 25 years of service: 200 Hours

**Section 16.2 Prior Service Credit** Employee hired prior to January 1, 2019 with previous employment with other state, or local government agencies in Ohio shall carry over vacation time, and years of service in previous job shall be observed to how many weeks of vacation they will accumulate at the Washington County Highway/Engineer office. Employees hired as of January 1, 2019 will not be entitled to vacation service credit earned with previous employment in other state, or local government agencies in Ohio, except for County Service within Washington County.

**Section 16.3 Accrual** Vacation is accrued each biweekly pay period at the following rates:

- A. For those entitled to accrue 80 hours annual vacation: 3.1 hours per pay period
- B. For those entitled to accrue 120 hours annual vacation: 4.6 hours per pay period
- C. For those entitled to accrue 160 hours annual vacation: 6.2 hours per pay period
- D. For those entitled to accrue 200 hours annual vacation: 7.7 hours per pay period

### **Section 16.4**

A. **First Year Exclusion:** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer.

B. **Scheduling:** Employees must request to use vacation leave at least one week in advance. The Employer cannot guarantee that all vacation requests will be honored. The Employer approval of vacation leave will take into account of the work load, staffing, and operational needs of the Employer. Extenuation circumstances will be taken into consideration for vacation leave requested if not within the one week notice.

C. Accumulation: Vacation leave shall be taken by an employee in the year in which it was accrued and prior to the anniversary date of the employment. Employees may carryover up to two (2) years of accrued vacation leave.

D. Accumulation Limit: Employee shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the approved carryover pursuant to subsection C above. Such excess leave then shall be eliminated from the employee's leave balance.

E. Payment on Separation: Upon separation from the Employer's payroll, an employee with at least one (1) year of service shall be entitled to compensation at the employee's current rate of pay for all approved accrued and unused vacation leave to his or her credit up to a maximum payment of one (1) year accrued vacation. In case of death of an employee, such unused vacation shall be paid to the employee's survivor or estate.

F. Minimum Allowable: Vacation may be taken in not less than one-half (1/2) hour increments.

## **ARTICLE 17 JURY DUTY/COURT LEAVE**

**Section 17.1 Jury Duty/Court Leave** An employee who is subpoenaed for jury duty or to testify in court, will receive regular pay for any regular hours of work missed as a result of such jury duty. All monies received as a result of such jury duty shall be turned over to the County Treasurer's Office prior to receiving court pay.

In order to be paid for jury duty, the employee must present his/her summons or subpoena to his/her supervisor as soon as possible after the employee receives the summons.

Any employee dismissed from court or jury duty for any one day, or portion of a day, is expected to report to work for the balance of his/her normal scheduled time, (except for employees assigned to second shift).

Court leave will not be granted to an employee when the court case heard is in connection with an employee's personal matters.

## **ARTICLE 18 HEALTH INSURANCE**

**Section 18.1 Teamsters Medical Insurance Plan** After 30 days of employment, bargaining unit employees shall be eligible for insurance pursuant to this Article. The Employer agrees to contribute to the Michigan Conference of Teamsters Welfare Fund (MCTWF) medical benefit plan number 825, as set forth in the attached Appendix B, for all full time employees. The Employer shall pay 80% of the premium costs. The employee shall pay 20% of the premium costs. Employees shall contribute their share of the premium costs through payroll deduction.

**Section 18.2 Premium Continuation For Absence Due to Off-the-Job Injury** The Employer will contribute the Employer's share of premium costs stated in Section 18.1 on behalf of a participant whose absence from the job is due to an extended off-the-job injury/illness for the lesser of: (a) four

weeks following the week in which the injury/illness occurred, or (b) the duration of the off-the-job injury/illness-related extended absence.

**Section 18.3 Premium Continuation For Absence Due to On-The-Job Injury** The Employer will contribute the Employer's share of premium costs stated in Section 18.1 on behalf of a participant whose absence from the job is due to an extended on-the-job injury/illness (i.e., eligible for workers compensation) for the lesser of: (a) twenty-six weeks following the week in which the injury/illness occurred, or (b) the duration of the on-the-job injury/illness-related extended absence.

**Section 18.4 Premium Continuation for Absence Due to Military Duty** The Employer will contribute the Employer's share of premium costs stated in Section 18.1 on behalf of a participant whose absence from the job is due to military duty for the first 4 weeks following the week in which military duty commenced.

**Section 18.5 Employee Opt-Out, Employee Decline of Coverage** Employees may opt-out coverage under the plan altogether after being previously covered by the Plan ("Employee Opt-Out") but must be sure to comply with any deadlines in which to opt-out. Further, employees shall not be required to take coverage under the plan and may decline participation ("Decline Coverage"). In the event of a Employee Opt-Out or Decline Coverage, the Employer shall be released from paying the applicable premium contribution.

**Section 18.6 Employer's Limited Role in Medical Insurance** The Employer's sole responsibility shall be to pay the applicable medical insurance premium to the MCTWF. Any disputes over coverage, benefits, or other issues related to the plan shall be resolved between the employee and the plan and/or Union. The Employer shall have no responsibility or liability in such disputes and the Union agrees to indemnify and hold harmless the Employer from same. No disputes concerning coverage, benefits, or other aspects of the plan shall be subject to the grievance-arbitration procedure.

**Section 18.7 Sunshine Clause** During the life of this Agreement, employees shall not be eligible for insurance coverage under the County Plan that is supplied through the County Commissioner's Office. Due to the statutory limits on the Engineer's ability to contract for insurance, the parties agree that, upon the expiration of the term of this Agreement, the Employer shall not be required or obligated to continue in the MCTWF plan. The parties understand that the Engineer shall be subject to any and all statutory authority of the Washington County Commissioners in regards to contracting for insurance upon the expiration of this Agreement.

## **ARTICLE 19 HOURS OF WORK AND OVERTIME**

**Section 19.1** All bargaining unit members shall be paid every other week. The standard work week shall begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. Work schedules will be arranged by the Employer so that the regularly scheduled work week shall consist of forty (40) hours based on either four (4) ten (10) hour work days or five (5) eight (8) hour work days as determined by the Engineer. The Employer shall designate the start and end of the work day. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services or from establishing the work schedule for employees. The Employer may change the schedule/hours of employees for operational needs, emergencies and/or precipitation related winter events.

**Section 19.2 Overtime** Bargaining unit members must work overtime and irregular hours as may be needed by the Engineer. Employees shall not work overtime without the advanced approval of the Engineer or designee. Bargaining unit members shall receive time and one half their regular rate of pay for all hours worked in excess of forty (40) hours in any work week. There shall be no split shifts or pyramiding. Based upon work conditions and operational needs, the Engineer may hold employees over past the normal end of their shift and may additionally mandate overtime for operational needs or weather related events.

**Section 19.3 Lunch Period** All full-time employees shall be granted an unpaid lunch period of thirty (30) minutes.

**Section 19.4 Compensatory Time** If an employee elects compensatory time in lieu of overtime pay for overtime hours worked, such compensatory time shall be computed on a time and one-half basis. Employees requesting compensatory time must give sufficient notice prior to the preparation of payroll or it will be paid out as overtime hours. Bargaining unit employees may accumulate no more than one hundred twenty (120) hours of compensatory time at any one time with a maximum yearly usage cap of eighty (80) hours. Any overtime hours worked after the employee accrues the maximum limit of compensatory time accrual shall be paid as overtime. Once accrued, an employee may use compensatory time off in half (1/2) hour increments. Employees must request to use compensatory time off from the Employer at least a work day in advance. Bargaining unit employees requesting to use compensatory time from the Employer with less than a work day advance notice may be granted at the sole discretion of the Employer. Use of compensatory time requires the advanced written approval of the Employer.

**Section 19.5 Call-In Pay** Employees called in to work at a time not contiguous to their scheduled hours will receive three (3) hours pay or the actual hours worked, whichever is greater.

## **ARTICLE 20 WAGES AND BENEFITS**

**Section 20.1 New Hires/Step Increases** Employees hired after August 1, 2018 will receive wages in accordance with the steps set forth in Appendix. Upon the expiration of their final step increase set forth in Appendix A, such employees will be entitled to receive the next scheduled wage increase, if any, under Section 20.2.

### **Section 20.2 Annual Wage Increases**

- A. For the first year of this contract, effective the first full pay period after ratification, bargaining unit employees who are not covered by Section 20.1 shall receive a forty cent (\$0.40) wage increase in the first pay check after ratification of this contract.
- B. For the second year of this contract, beginning with the first full pay period after February 1, 2022, bargaining unit employees who are not covered by Section 20.1 will receive a forty cent (\$0.40) wage increase.
- C. For the third year of this contract, beginning with the first full pay period after February 1, 2023, bargaining unit employees who are not covered by Section 20.1 will receive a forty cent (\$0.40) wage increase.



**Section 20.3** Depending on their qualifications and/or experience, the Employer may place new hires at a higher rate than the new hire base rate as specified in Appendix A.

**Section 20.4** Employees who are promoted to a position in a higher pay range/classification shall be placed at the base rate for the new position as set forth in Appendix A. However, if the employee's hourly pay rate is higher than the base rate for the promoted position, the employee shall either be placed at the step that is the closest to the employee's current pay rate but which will result in a pay increase to the employee OR, if no step will so result, then the employee shall receive a fifty cent (\$0.50) pay increase.

## **ARTICLE 21 RETIREMENT**

The Employer will make the required contributions as prescribed by O.P.E.R.S. and will inform qualified employees of their contribution rate and of any changes which occur in which contribution rate during the term of this Agreement.

## **ARTICLE 22 MISCELLANEOUS**

**Section 22.1 Equipment** The Employer shall provide all tools, safety equipment (i.e., hard hats, reflective vests, shirts, gloves, safety glasses, etc...) and required uniforms at no cost to employees.

**Section 22.2 Clothing Reimbursement** Once an employee completes probation, he/she will receive an annual clothing reimbursement in the amount up to two hundred dollars (\$200.00) each year to purchase items appropriate for each department or job as listed herein: jeans/pants; insulated and non-insulated coveralls; insulated and non-insulated bib overalls; insulated and non-insulated long johns; long/short sleeve shirts; sweatshirts; safety boots; insulated jacket. The Employer will continue to supply gloves and rain gear. All receipts will be turned in by the end of the first week of December.

## **ARTICLE 23 DEATH OF AN EMPLOYEE**

In the event of a death of an employee any and all holiday pay and unpaid wages, including overtime, owed to the employee during the pay period of the employee's death shall be paid to the employee's estate. Further, upon the employee's death, any accrued and unused vacation and sick benefits to the employee's benefit as of the time of the employee's death shall be paid to the employee's estate under the same terms as though the employee retired pursuant to Article 14 and 16.

## **ARTICLE 24 DURATION**

**Section 24.1** Unless otherwise provided herein, the provisions of this Agreement shall be effective and shall remain in full force and effect until 11:59 p.m. on March 31, 2024.

Amendments and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and County. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred

twenty (120) calendar days prior to the expiration date, and no later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested to the last known address on file.

**Section 24.2** In the event that any provision of this Agreement is contrary to law or held to be unlawful by a court of competent jurisdiction, it shall be of no further force and effect, but the remaining provisions of this Agreement shall remain in full force and effect.

**Section 24.3** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties hereto after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior or past Agreements or practices, either oral or written, are hereby canceled. All past practices are expressly and specifically deleted unless addressed herein and they shall have no impact upon the terms and interpretation of this Agreement.

**Section 24.4** Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referenced to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or sign this Agreement.

In witness whereof, the parties have executed this Agreement between Washington County Engineer's Office and Teamsters Local Union No. 637, as of the 18 day of January, 2022

**WASHINGTON COUNTY ENGINEER OFFICE**

By: Roger Wright  
Title: County Engineer

By: Thom J. Bell  
Title: President

**TEAMSTERS LOCAL UNION NO. 637**

By: Mind A. Loh  
Title: Secretary / Treasurer

**WASHINGTON COUNTY PROSECUTOR  
AS TO FORM:**

By: Micole T. Coil

**APPENDIX A**  
**WAGES – STEP INCREASE**

Bargaining unit employees who are subject to Article 20, Section 20.1, shall be entitled to the following wage scale/step increases as set forth below:

2021

Pay Range	Positions	Wage	Step
1 HW RATE \$13.61	Highway Maintenance Worker	90% 92% 94% 96% 98% HW RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
2 HW 1 RATE \$18.97	Highway Maintenance Worker 1; Fuel-Bldg. Maintenance Worker	90% 92% 94% 96% 98% HW 1 RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
3 HW 2 RATE \$22.65	Highway Maintenance Worker 2; Mechanic; Parts Clerk	90% 92% 94% 96% 98% HW 2 RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
4 FOREMAN RATE \$24.50	Foreman	96%  FOREMAN RATE	Base Rate  End of Probation
5 CHIEF MECHANIC RATE \$26.02	Chief Mechanic	96%  CHIEF MECHANIC RATE	Base Rate  End of Probation

**FIRST FULL PAY AFTER 2/1/2022**

Pay Range	Positions	Wage	Step
1 HW RATE \$14.01	Highway Maintenance Worker	90% 92% 94% 96% 98% HW RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
2 HW 1 RATE \$19.37	Highway Maintenance Worker 1; Fuel-Bldg. Maintenance Worker	90% 92% 94% 96% 98% HW 1 RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
3 HW 2 RATE \$23.05	Highway Maintenance Worker 2; Mechanic; Parts Clerk	90% 92% 94% 96% 98% HW 2 RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
4 FOREMAN RATE \$24.90	Foreman	96%  FOREMAN RATE	Base Rate  End of Probation
5 CHIEF MECHANIC RATE \$26.42	Chief Mechanic	96%  CHIEF MECHANIC RATE	Base Rate  End of Probation



**FIRST FULL PAY AFTER 2/1/2023**

Pay Range	Positions	Wage	Step
1 HW RATE \$14.41	Highway Maintenance Worker	90% 92% 94% 96% 98% HW RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
2 HW 1 RATE \$19.77	Highway Maintenance Worker 1; Fuel-Bldg. Maintenance Worker	90% 92% 94% 96% 98% HW 1 RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
3 HW 2 RATE \$23.45	Highway Maintenance Worker 2; Mechanic; Parts Clerk	90% 92% 94% 96% 98% HW 2 RATE	Base Rate End of Probation 18 months 30 months 42 months 54 months
4 FOREMAN RATE \$25.30	Foreman	96%  FOREMAN RATE	Base Rate  End of Probation
5 CHIEF MECHANIC RATE \$26.82	Chief Mechanic	96%  CHIEF MECHANIC RATE	Base Rate  End of Probation