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COLLECTIVE BARGAINING AGREEMENT
between
HARRISON TOWNSHIP
and
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
And
Teamsters Local Union No. 957 General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees

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Effective March 1, 2015 through February 28, 2018

AGREEMENT

This Agreement is made and entered into by and between **Harrison Township, Ohio** and **Teamsters Local Union No. 957 General Truck Drivers, Warehousemen, Helpers, Sales and Service, and Casino Employees**. As used hereinafter in this Agreement, the term "Employer" or "Township" shall mean Harrison Township and the term "Union" shall mean Local Union 957, International Brotherhood of Teamsters.

ARTICLE I
GENERAL PROVISIONS

Section 1.01. Cooperation The Employer, the Union, and each employee covered by this Agreement will cooperate fully to serve the Citizens of Harrison Township and the public in general, and will use their best efforts to assure the proper and uninterrupted functions of the Service Department and to promote mutual respect and fair dealing among themselves.

Section 1.02. Application The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. Term "employee" or "employees" where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

ARTICLE II
RECOGNITION AND DUES

Section 2.01. The Employer recognizes the Union as the exclusive collective bargaining agent for the employees in the bargaining unit certified by SERB in Case No. 2002-REP-04-0067.

Section 2.02. Dues Check-Off The plan of voluntary dues deduction authorized by Section 4117.09(B)(2), Ohio Revised Code will operate as follows: Monthly, the Employer shall deduct at its cost to the Union from the wages and turn over to the proper officers of the Union, the union dues of such employees in the bargaining unit who are members of the Union as shall indicate individually, and voluntarily certify in writing, that they authorize such deduction. Members of the bargaining unit agree that they will give written notice of intent to revoke the checking off of their dues. Said notice must be given by the member of the Union to the Employer. The Employer shall give notice to the Union within ten (10) days of receipt of the revocation request. It is understood that thirty (30) days will be required to affect any such revocation.

Section 2.03. Indemnity The Union agrees to indemnify and hold harmless the Employer against any liability whatsoever in connection with the operation of Section 3 of this Article.

Section 2.04. Fair Share Provision It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. This obligation shall commence sixty (60) days following the beginning of employment, or sixty (60) days after the effective date of this contract, whichever is later. This provision shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the Employer from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.

Section 2.05. Bona Fide Religious Exemption Any employee who is a member of a church or religious body having bona fide religious tenants or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and a representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof each month to the Employer and Union that this has been done. Employees who fail to meet this requirement shall be discharged by the Employer upon demand of the Union.

Section 2. 06 D.R.I.V.E. The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck. The phrase "weeks worked" excludes any work other than a week in which the employee earned a wage. The Employer will transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.01. Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of its common law rights to manage the business as such rights existed prior to the execution of this Agreement. Except where specifically and expressly provided to the contrary in this Agreement, the provisions of the Harrison Township Personnel Policy, effective as of the signing of this Agreement, and as amended from time to time, are recognized as an appropriate exercise of the Employer's reserved rights. The sole and exclusive rights of management which are not abridged by this Agreement shall include (by way of example and not by way of limitation):

A. to establish new jobs, eliminate old jobs and increase or decrease the number of jobs;

B. to determine the services rendered by the Employer and the prices of those services, to discontinue any such services or to purchase those services from others if such purchase of services will not result in a layoff or reduction of hours of bargaining unit employees;

C. to establish or continue policies, practices and procedures for the conduct of the business and, from time to time, to change or abolish such policies, practices or procedures; the right to determine and, from time to time redetermine the number, location, relocation and types of its operations, methods, processes and materials to be employed;

D. to discontinue processes or operations or to discontinue their performance by employees of the Employer;

E. to determine the number of hours per day or week operations shall be carried on;

F. to select and to determine the number and classifications of employees required;

G. to assign work to such employees in accordance with the work schedules and assignments; to transfer, promote or demote employees or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons;

H. to determine the facts of lack of work;

I. to establish and enforce reasonable rules for the maintenance of discipline;

J. to establish and enforce work loads and work standards for efficient operation;

K. to suspend, discharge or otherwise discipline employees for cause and otherwise to take such measures as Management may determine to be necessary for the orderly, efficient and profitable operation of the business.

Section 3.02. This listing of specific rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of any of the rights of Management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

Section 3.03. The Union, on behalf of the employees, agrees to cooperate with the Employer to attain and maintain full efficiency.

Section 3.04. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer will treat employees with dignity and respect at all times. Employees will also treat each other, as well as the Employer, with dignity and respect at all times.

Section 3.05. The Employer has the right to establish reasonable work rules, policies, and procedures to regulate employees in the performance of their job. To the extent that the Employer establishes, amends, and/or abolishes work rules, the Employer shall notify the Union and give the Union the opportunity to meet and discuss the matter in an attempt to reach agreement on any proposed changes prior to the implementation of the work rule.

ARTICLE IV
REPRESENTATION

Section 4.01. An authorized non-employee representative of the Union, after notifying a representative of the Employer, designated by it for such purpose, may consult with employees in the assembly area before the start of and at the completion of the day's work, and in addition shall be permitted access to work areas at all reasonable times with the Employer's prior consent for the purposes of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that work assignments are not, in fact, interfered with.

Section 4.02. Designated Union Stewards will be afforded a reasonable amount of time, without loss of pay, to investigate and process grievances on the employer's property. Union Stewards must, however, perform their duties in a manner that does not interfere with the employer's operations. The Union shall notify the Employer of the Stewards and Alternates selected. The jurisdiction area of each Steward will be jointly established. Stewards shall be recognized as the representatives of all members of the bargaining unit for all purposes of this Agreement. Stewards will be subject to the same rules, rates and working conditions as other employees.

ARTICLE V
UNION REPRESENTATION

Section 5.01. In the event the Employer intends to discipline, investigate or take any other action which may affect an employee's job security or any other term or condition of his employment and in connection therewith, holds an interview with an employee, the Employer shall first advise the employee of his right to be accompanied by a Union representative during the interview. No Employee shall be required to meet with any representative of management without Union representation once such representation has been requested, unless a bona fide emergency exists or a Union representative is not available within a reasonable period of time. If a Union representative is requested and the meeting is to be held during work time, the Union will use its best efforts to send the Union representative that will least interfere with the Employer's normal operations.

ARTICLE VI
PERSONNEL FILES

Section 6.01. The Employer shall maintain a personnel file folder for each employee.

Section 6.02. An employee may review this folder upon two (2) working days

written notice and only during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday at Town Hall. The employee, a person with the employee's power of attorney, or an attorney and/or a Union representative, authorized in writing by the employee, may inspect the folder and acquire copies, if necessary.

Section 6.03. Employees shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be at a cost of ten cents ($.10) per page.

Section 6.04. Records of verbal and written warnings shall cease to have force and effect one year from the date of issuance and shall, upon request of the employee, be removed from the personnel file, provided no intervening discipline of a like or similar kind has occurred. Any record of discipline involving a suspension, demotion, or similar monetary loss to the employee shall remain in the employee's personnel file for a period of twenty-four months.

ARTICLE VII
DISCIPLINE

Section 7.01. No regular employee who has completed probation may be disciplined or discharged except for just cause or for violation of the Harrison Township personnel policies, procedures, and regulations. New employees are on probation for six months following the commencement of their employment. Probationary employees may be disciplined or discharged at the discretion of the Employer and shall have no access to the grievance procedure outlined in Article VIII. Where it is appropriate, steps of discipline are verbal reprimand, written reprimand, suspension, and discharge. Some or all of these steps may be eliminated where it is appropriate or where the Harrison Township personnel policy rules and regulations provide for it. Other types of discipline, such as demotion, may also be involved where they are appropriate.

Section 7.02. All disciplinary action will be in accordance with the Harrison Township personnel policies, unless abridged by this Agreement.

Section 7.03. When the Township discovers or is notified that an employee may have engaged in misconduct and disciplinary action might be required, a notice shall be given to the employee within ten (10) calendar days from the date the Township discovers or is notified of the misconduct. For minor infractions as described in the Township Personnel Manual this time frame shall in no event exceed three (3) months from the actual date of the misconduct. For major events as described by the Township Personnel Manual there shall be no time limitation other than the ten (10) day notice from date of discovery described above. If the conduct is not described in the Township Personnel Manual, the administration shall have the discretion to decide which classification is appropriate.

ARTICLE VIII
GRIEVANCE PROCEDURE

Section 8.01. Definition of Grievance.

A grievance is defined as a dispute between an employee or the Union and the Employer involving the interpretation or application of this Agreement. It is the intent of the Parties that disputes involving the suspension or discharge of an employee be subject to resolution only through this procedure.

Section 8.02. Grievance Procedure.

A. Step 1. An employee who believes he has been aggrieved shall discuss this issue with his immediate supervisor of non-bargaining unit status within ten (10) work days of the date of occurrence. The Supervisor shall, within ten (10) work days of being advised of the grievance, respond to the employee.

B. Step 2. If the grievance is not resolved at Step 1, the employee, not later than five (5) work days after receipt of the immediate Supervisor's response, shall reduce the grievance to writing stating the facts giving rise to the grievance, the contract provision alleged to have been violated, and the remedy sought. The grievance shall be dated and signed by the employee and submitted to the Department Head unless the Department Head was the supervisor referred to in Step 1, in which case, it will be referred to Step 3 of this procedure. The Department Head shall have five (5) work days from receipt of the grievance to submit a written response to the employee.

C. Step 3. If the grievance is not resolved at the second step, the Union shall submit the grievance issue in writing to the Township Administrator for consideration. Within five (5) business days, the Township Administrator shall hold a hearing and will consider all evidence to determine the outcome of the grievance. Within ten (10) business days of the hearing date the Township Administrator shall issue a written response to the employee.

Any grievance which involves the suspension or discharge of any employee will be initiated into the Grievance Procedure at the Step 3 level.

A grievance not so appealed from the third step shall be considered resolved and the written determination of the Township Administrator shall be final and binding upon the aggrieved employee, the Union and the Employer.

Section 8.03. Arbitration.

A. A grievance which has not been satisfactorily resolved during the grievance procedure may be submitted to arbitration pursuant to the

practice of the American Arbitration Association, provided the request is filed with the office of the Township Administrator within five (5) work days of receipt of the Township Administrator's Step 3 determination.

B. The Arbitrator shall take such evidence as in his judgment is appropriate for resolution of the dispute; however, he shall confine himself to the issue for arbitration and shall have no authority to determine any other issue not so submitted and which is not directly essential to reaching a determination. Further, the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or Exhibits to this Agreement nor to rule in any matter except while this Agreement is in full force and effect between the Parties.

C. The Arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of the current Agreement.

D. In those issues wherein the grievance relief involves back or lost wages covering a period of an employee's payroll separation due to suspension or discharge, the amount so awarded shall be less any unemployment compensation received by the aggrieved employee(s).

E. The fees and expenses of the Arbitrator shall be shared equally by the Union and the Employer.

F. Each party shall pay costs as to its own witness expenses.

G. Transcriber and transcription costs shall be equally shared by the Union and the Employer.

H. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing.

I. By mutual written agreement of the Parties, the time limits as set forth in the grievance procedure may be extended.

ARTICLE IX
NO STRIKES AND NO LOCKOUTS

Section 9.01. During the life of this Agreement, the Union will not cause, authorize, permit, participate in, or condone any strike, slowdown, sitdown, work stoppage, or other employee meetings during working hours (except meetings called by the Employer), or other concerted interruption or interference with the business of the Employer, including picketing of the Employer's premises. Complete or partial reduction of operations or the complete discontinuance, either temporarily or permanently, of any operation by the Employer for economic reasons shall not be considered a lockout.

Section 9.02. Any violation of Section 9.01 hereof by an employee shall constitute cause for discharge of the employee or employees who participate therein.

Section 9.03. In the event of any violations of Section 9.01 hereof, Teamsters Local 957 officers will take whatever steps are necessary, to the best of their ability, to terminate said strike, slowdown, sitdown, work stoppage or other concerted activities which interrupt operations of the Employer, or picketing in violation of this Agreement.

ARTICLE X
BULLETIN BOARDS

Section 10.01. The Employer agrees to furnish the Union bulletin board space to be used by the Union for the posting of notices and bulletins relating to official Union business. All items so posted will bear the signature of an official of the Union. No items posted thereon shall contain material of a derogatory or defamatory nature. The location of said bulletin board space shall be designated by the Employer.

ARTICLE XI
SAFETY AND HEALTH

Section 11.01. The Employer and the Union agree that the safety and health of all employees and the general public are matters of the highest importance and each will cooperate in an effort to prevent injury.

Section 11.02. The Employer agrees to maintain a clean and sanitary breakroom and restroom facilities for employees.

Section 11.03. The Union agrees that careful observation of safe working conditions and Employer safety rules is a primary duty of all employees. The employer agrees that there will be uniform enforcement of such rules among employees similarly situated within the bargaining unit and among said employees said rules shall be enforced without discrimination. Proven violations of Employer safety rules subjects the offending employee to disciplinary action.

Section 11.04. All bargaining unit members will be governed by the Harrison Township Personnel Policy with respect to fitness for duty and alcohol/substance abuse use and testing. Service Worker shall be in a CDL Pool and governed by those requirements AND SERVICE WORKER /NON CDL SHALL BE IN A NON-CDL POOL, GOVERNED BY DOT RULES AND REGULATIONS.

Section. 11.05. The Township agrees to provide appropriate D.O.T. training to any member of Management authorized to determine any employee's fitness for duty.

Section 11.06. Fitness for Duty testing shall be conducted pursuant to D.O.T. guidelines.

ARTICLE XII
SENIORITY

Section 12.01. Seniority, as that term is used in this agreement, is defined as an employee's continuous service with the Service Department as a full-time regular employee to be computed from the employee's last date of hire in the Services Department. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to those on active payroll.

Section 12.02. An employee's seniority shall cease and his employment terminated upon any of the following:

A. Resignation or "Quit;"
B. Termination which is not modified or reversed through grievance or arbitration;
C. Retirement (years of service and/or retirement disability);
D. Layoff in excess of one (1) year;
E. Leave of absence that exceeds the limits set forth in Article XVII.

Section 12.03. The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.

Section 12.04. Employees shall continue to be eligible for health insurance coverage as follows:

A. Upon application for COBRA at employee's expense upon resignation or "Quit;"
B. Upon application for COBRA at employee's expense upon layoff;
C. Upon application for COBRA at employee's expense during military leave, when applicable;
D. During absences from work, when eligible, pursuant to the leave of absence provisions contained in this Agreement.

Section 12.05. Notwithstanding the restrictions of this Article, in cases involving serious illness or injury, the Board of Trustees may in their discretion (but shall not be required to) extend retention of seniority and eligibility for health insurance. Factors which may be considered include the employee's work record, attendance, amount of retained sick leave and potential for recovery and return to work.

RTICLE XIII
LAYOFF/RECALL

Section 13.01. Layoff within the bargaining unit will be based on seniority.

Section 13.02. Bargaining unit employees who are on lay-off shall be placed on a recall list for, bargaining unit employees, respectively, for a period of thirty-six (36) months. Employees shall be recalled in reverse order of their layoff with the last employee laid off being the first to be called back and continuing in the like manner until the required number of employees have been obtained.

Section 13.03. At the time the recall is announced, all laid off bargaining unit employees on the recall list will be notified by certified mail at their last known address and instructed to notify the Employer of their availability within seven (7) work days of the post date of the notice.

Section 13.04. An employee who is on lay-off for a period of thirty-six (36) months is automatically terminated and loses all seniority.

ARTICLE XIV
HOURS OF WORK

Section 14.01. The Service Department standard workweek consists of seven days and begins at 12:01 A.M. on Saturday and ends at midnight on Friday. During the standard workweek, employees will be scheduled to work eight hours per day, Monday through Friday, with a ½ hour unpaid lunch to be taken between the third and sixth hour of work. In addition employees

will be afforded two (2), fifteen minute paid break periods. Breaks are to be taken daily, one prior to the third hour of work and a second to be taken between the sixth and seventh hour of work as long as the workload permits unless otherwise authorized by the supervisor.

Section 14.02. It is understood and agreed by the parties that when the Employer has determined that the operational needs of the department require overtime, any or all employees may be required to work overtime. All bargaining unit members who are directed to work more than 8 hours in a normally scheduled work day or 40 hours in a work week will be compensated at a rate of one and one-half (1 ½) times their normal hourly rate for the extra hours, as described below. Overtime must be approved in advance by a supervisor before it is worked. Time spent on sick leave, vacation leave, or other leave is not to be counted as time worked for the purpose of calculating overtime. Employees may elect to take compensatory time off in lieu of payment for overtime. Overtime will not be pyramided. Employees' will be compensated for 15 minutes of overtime worked upon the completion of seven and one-half minutes of work. Continued compensation will be paid, in 15-minute increments, each time the overtime worked exceeds a 15-minute increment after the initial period of seven and one-half minutes.

Section 14.03. When the need for overtime arises, the Employer will notify the employee who is assigned to keep in his or her possession the department pager. If additional persons are needed, the overtime will then be presented to the qualified employee within the appropriate classification who has worked the fewest number of overtime hours in the calendar year. For purposes of offering overtime, and for purposes of the calculation of "overtime hours worked" in this section only, the Employer will calculate the number of hours worked by adding the number of overtime hours actually worked and the number of overtime hours offered but unavailable or refused.

Section 14.04. Employees normally scheduled to work 40 hours per week who are called to work at times that are not contiguous to their regularly scheduled hours of work are considered to be on call-in duty. An employee on call-in duty is entitled to a minimum of two hours of compensation. The department head or his designee may determine the duration of the duty time on a case-by-case basis. Actual hours worked during call in duty is paid at the overtime rate. Regular full time employees called for call-in duty on a holiday recognized by this policy will be compensated for the hours worked at the overtime rate in addition to the holiday pay described in Article XV.

Section 14.05 In the event that a Service Worker Non-CDL employee is asked to do work normally assigned to a service worker, and in the event such service exceeds a period of four continuous hours, the employee will be entitled to be compensated at the Service Worker starting rate of pay for the period actually worked as a Service Worker.

ARTICLE XV
HOLIDAYS AND VACATIONS

Section 15.01. Only full-time employees accrue vacation leave unless specifically authorized by the Trustees.

Section 15.02. The rate of vacation leave accrual is based on the employee's Anniversary Date with Harrison Township. Vacation leave is accrued starting at the time of employment; however, an employee is not entitled to use or be compensated for unused vacation leave accrued until after the initial employment probationary period has been successfully completed and regular appointment has been approved by the Board. Vacation leave is not earned during periods of time in which the employee is in a non-pay status, except when the employee is receiving workers' compensation. Vacation leave is earned based on years of continuous service with Harrison Township in accordance with the following schedule:

Tenure	40 hour schedule
Less than 5 years	3.08 Per pay period
5 years to 14 years	4.62 Per pay period
15 years to 24 years	6.15 Per pay period
Beginning of 25 years	7.7 Per pay period

Section 15.03. Employees with prior township service will be given tenure reflecting prior service for calculating the rate of vacation accrual in accordance with Section 9.44 of the Ohio Revised Code.

Section 15.04. Vacation leave may be accumulated within limits and carried to the following year. For the purpose of this section, the amount of vacation time that may be carried over to the next year cannot exceed the annualized amount of accrual rate in effect at the end of the last full pay period of the year. Accumulated amounts in excess of the carry over limit must be used before December 31 or be forfeited.

Section 15.05. Employees shall be allowed time off for vacation as determined by the Department Head; however, the wishes of employees will be taken into consideration when the efficient operation of the department permits. Vacation leave shall be approved in four hour increments for full time employees except on infrequent occasions when previously approved by the Department Head. If it becomes necessary to cancel an employee's previously scheduled and approved vacation leave, the Township will notify the employee not later than 14 work days before the scheduled start of the employee's vacation, unless the Township Trustees have declared a state of emergency. Under such circumstances, no advance notice shall be required.

Section 15.06. In order to ensure appropriate staffing levels, the Employer has set limits on how many Service Department bargaining unit employees may be on pre-approved leave at any given time. No more than three (3) bargaining unit employees will be allowed to have leave at the same time.

Section 15.07. The Director may approve leave in excess of the above guidelines if the employee explains, in writing, the extenuating circumstances involved, and if, in the Director's sole discretion the work load allows for such leave.

Section 15.08. When scheduling vacation, employees should provide as much notice as possible, in writing on leave request forms. A minimum of one-week notice must be given for leaves of one week or less. When requesting more than one week of leave, the employee must provide notice equal to twice the amount of leave requested. For example, if the employee is requesting two weeks of leave, he must provide four (4) weeks' notice.

Section 15.09. Employees who voluntarily terminate their employment in good standing with Harrison Township must give a two week notice of such termination to be entitled to be paid for unused accrued vacation leave unless emergency circumstances preclude such notice being given. In the event of an employee's death, unused vacation leave shall be paid to the next of kin, beneficiary or to the estate.

Section 15.10. The guidelines for the use of vacation leave will also apply to the use of compensatory time.

Section 15.11. Each full-time employee with more than 30 days tenure is entitled to 8 hours of holiday pay for the day when the holiday is observed.

Section 15.12. The following holidays are observed by Harrison Township:

A.	New Year's Day -	January 1st
B.	Martin Luther King Day -	3rd Monday in January
C.	Presidents' Day -	3rd Monday in February
D.	Memorial Day -	Last Monday in May
E.	Independence Day -	July 4th
F.	Labor Day -	1st Monday in September
G.	Columbus Day -	2nd Monday in October
H.	Veteran's Day -	Friday after Thanksgiving
I.	Thanksgiving Day -	4th Thursday in November
J.	Christmas Day -	December 25th

Section 15.13. Employees shall be afforded two personal days to be used in accordance with Township guidelines. Use of personal days, and two (2) comp days per year, may be used, in no less than eight (8) hour increments, by calling in prior to shift with the same call in procedure as sick leave.

ARTICLE XVI
SICK LEAVE

Section 16.01. Only full time employees accrue sick leave.

Section 16.02. Sick leave is accrued starting at the time of employment and may be used when necessary for approved purposes. Sick leave does not accrue during a period of time in which the employee is in a non-pay status EXCEPT when the employee is on workers' compensation. Sick leave is earned as follows:

Full-time employees will accrue sick leave at the rate of four (4) hours per pay period.

Section 16.03. Employees may accumulate unused sick leave without maximum limit. Employees are encouraged to look at accrued sick leave as a form of insurance which will be of real benefit during times of sickness or injury.

Section 16.04. Sick leave shall be used for (i) incapacitating illness or injury of the employee, (ii) where exposure to contagious disease might endanger the health of the employees with whom an employee works or the public, (iii) for medical or dental appointments (not to exceed four (4) hours unless specifically approved by the Department Head), (iv) when the employee is needed to care for a member of the immediate family (not to exceed one day, but may be extended to three days by the Administrator on recommendation of the Department Head), and (v) maternity/paternity leave. The Department Head may require employees to be examined by a Township specified doctor at Township expense to determine their physical or mental capacity to perform their required duties; and, if found physically or mentally incapable, the employee may be placed involuntarily on sick leave. Or, conversely, if the employee is found fit to perform the duties of the position, the employee may be required to return to work and/or face disciplinary action. Employees are required to leave a voice mail or notify their immediate supervisor or other designated persons prior to their scheduled reporting time on each day of absence unless emergency conditions make such reporting impossible. If the employee leaves a voice mail, the employee must also call and speak with his or her immediate supervisor or other designated person before 12:00 P.M. on each day of absence. Employees who fail to comply with these sick leave rules and procedures will not be paid for sick leave. Employees who use sick leave for other than authorized purposes shall be subject to discipline and/or required to refund sick leave paid to them during unauthorized periods.

Section 16.05. Sick Leave Conversion. Employees in good standing with more than two (2) years of service and submitting a two (2) week notice, unless emergency circumstances preclude such notice, shall receive upon leaving the Township's employment, sick leave conversion compensation as per the following pay-out schedule:

- One (1) hour for every three (3) hours accumulated up to one thousand (1000) hours
- One (1) hour for every two (2) hours accumulated over one thousand (1000) hours

Note that conversation is capped at three thousand (3000) hours although the employee may accumulate and /or use more than three thousand (3000) hours.

Section 16.06. Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absence charged to vacation leave unless they specifically request otherwise.

Section 16.07. Absenteeism and tardiness, for unapproved reasons, impairs the Employer's ability to provide services to the citizens of the community. Employees are expected to be at their duty station and ready to begin work at the scheduled time. An employee expecting to arrive late to work must notify his or her supervisor (or other designated person) within fifteen minutes of the scheduled time for reporting to work. Employees will be paid only for hours worked. Any employee arriving after the prescribed time will be charged with a tardy and will receive a written notice of such tardy. Employees' pay will be reduced by 15 minutes for late arrivals of more than seven and one-half minutes and an additional 15 minutes each time the arrival exceeds a 15-minute increment.

Excessive tardiness, unexcused absences, and abuse of sick leave are unacceptable. Should an employee be tardy in excess of four times in a rolling 12-month period the following discipline will occur:

Fifth tardy – Warning
Sixth tardy – Written Reprimand
Seventh tardy – One day suspension
Eighth tardy – Dismissal

An employee who is more than 30 minutes late for work without calling or properly notifying the supervisor or the Director within 30 minutes of the start of the shift will be considered as not reporting for duty. These absences will be counted in a rolling 12-month period and the employee will be disciplined as follows:

First offense- Written Reprimand
Second offense – One day Suspension
Third offense – dismissal

Section 16.08. Full-time employees who are entitled to accrue sick leave may give a portion of their accrued sick leave to another full time employee of the employer who is also eligible to accrue sick leave. Following are conditions necessary for such a transfer to be approved:

A. The Township Trustees must approve;
B. The employee receiving the sick leave must be off duty, have expended all accrued leave and must have a prognosis and stated intent to return to work after recovery from the injury or illness;
C. The employee donating the leave must have a balance of more than 240 hours of accrued sick leave after the transfer and may not donate more than 40 hours to any one employee;
D. Donated leave may not be returned.

ARTICLE XVII
INJURY LEAVE

Section 17.01. In the event that an employee sustains an on the job injury and is unable to perform his regular duties or those assigned by his supervisor, the Employer may grant the employee injury leave for a period of up to 12 weeks. This leave will run concurrently with the Family and Medical leave contemplated by Section 18.01. In the event the employee exhausts the entire maximum 12-week period, the employee will be subject to the leave policy contained in Sections 18.02 and 18.03. All requests for leave are at the discretion of the Township.

Section 17.02. The employee will be paid his regular pay for those days he would have worked if absent pursuant to this Section, except as described below. In no event will an employee be compensated for more than the initial 12-week injury leave plus an additional three-month leave, if granted at the discretion of the Employer, pursuant to this Article and Article XVII. Injury leave days will not be deducted from an employee's accrued sick leave.

Section 17.03. To be eligible for consideration for injury leave, the employee must notify his supervisor before the end of the employee's first scheduled shift following the injury and provide any information required by the Employer regarding the injury; any doctor's statements as may be required; and complete the required Workers' Compensation filings.

Section 17.04. The employee is required to notify the Employer on a weekly basis of his improvement, return to work dates, if known, and any physician's reports regarding the condition. The employee is expected to achieve recovery as quickly as possible and to return to work once the injury has sufficiently healed. The Employer may require periodic medical examinations for which the Employer will pay the expense.

ARTICLE XVIII
LEAVES OF ABSENCE

Section 18.01. Employees are eligible to take Family and Medical Leave in accordance with the policy set forth in Section 4.6-5 of the Harrison Township Personnel Policy, as amended from time to time.

Section 18.02. In the event an employee's medical condition extends beyond the period of leave provided by the policy, employees may take up to an additional three months of leave to recover from the employee's own serious health condition. If available, the employee must use paid leave, or donated leave in accordance with Article XVI, during this extended three-month period. If paid leave is not available for all or part of the extended three-month period, such leave will be unpaid. During this period, the employee must continue to pay the employee's portion of the employee's insurance premiums. Failure to do so will result in cancellation of health benefits or will trigger COBRA coverage, if applicable.

Section 18.03. Immediately after the extended three-month period described in Section 18.02, if the employee still suffers from the same serious health condition that caused the original and extended leaves, the employee may use any unused paid time off or donated leave in accordance with Article XII. During the period described in this Section 18.03, the employee will be subject to COBRA benefit continuation, upon successful application by the employee. If the employee does not have any paid time off remaining, the employer will make the determination of whether it can accommodate the employee's continued unpaid absence. If no such accommodation is available, the employee's employment with the Township will be terminated.

RTICLE XIX
NON-DISCRIMINATION

Section 19.01. All Parties to Abide by Applicable Laws The Employer, the Union and each employee will cooperate fully to abide by all applicable laws and regulations prohibiting discrimination on account of race, nationality, handicap, creed, sex, military service or age. The provisions of this Agreement shall in every case be interpreted so as not to conflict with such laws and regulations.

ARTICLE XX
SEVERABILITY

Section 20.01. If any provision of this Agreement, or the application of such provision, should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted State or Federal legislation, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of the new laws will be discussed. The remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXI
HEALTH INSURANCE

Section 21.01. The Employer will make available to bargaining unit employees the same health and life insurance benefits that it provides to other non-union full-time employees of the Employer on the same basis that such benefits are provided to those employees. The Employer may make changes in the provider and coverage of the health and life insurance program so long as all non-union employees are similarly affected by the changes in the program.

ARTICLE XXII
UNIFORMS

Section 22.01. The Employer agrees to provide the following uniforms as of the end of current uniform contract, Jan 1st, 2016; 3 long sleeve pullover sweatshirts, 11 short sleeve Hi-Vis shirts, 11 long sleeve Hi-Vis shirts and 11 pants or cargo pants or shorts. The Employer agrees to replace worn and non-repairable uniform service provided items as needed. The Employer agrees to provide all necessary personal protective equipment as well as rain gear, rubber boots, and gloves. The Employer further agrees to provide a voucher for up to $250.00 per employee, per contract year, to be applied only toward the purchase of items listed in Exhibit B. Employees will be allowed a maximum carryover of $250.00 per contract year on this allowance.

Section 22.02. The Employer has the right to determine color and suitability regarding the uniforms, coats, and outerwear worn by the employees during the performance of their duties.

Section 22.03. Employees are not entitled to the $250.00 voucher until they have successfully completed their 6-month probationary period. However, if an employee successfully completes the probationary period, the employee will receive any voucher(s) to which they would otherwise have been entitled.

ARTICLE XXIII
ENTIRE AGREEMENT

Section 23.01. This Agreement represents the entire agreement between the parties and may not be modified except in writing signed by both parties hereto.

ARTICLE XXIV
DURATION

Section 24.01. This Agreement shall be in effect from March 1, 2015 until February 28, 2018 for a period of three (3) years, and shall continue from year to year thereafter, unless either party gives written notice to the other, at least sixty (60) days prior to the expiration date, of its intent to modify or terminate this Agreement.

Article XXV

BENEFITS

Section 25.01. In the event the Township elects to pay other employees
1) a part of the employees' portion of PERS;
2) full costs for dental insurance;

then the Township will provide said benefits to bargaining unit employees on the same terms and conditions.

ARTICLE XXVI
CDL RENEWAL

Section 26.01. The Township agrees to provide employees with reimbursement for CDL renewal costs upon submission of proper documentation.

ARTICLE XXVII
LOSS OF DRIVING PRIVILEGES

Section 27.01. If an employee loses privileges or rights with respect to his or her driver's license or CDL, the Township may transfer the employee to a Service Worker NON CDL position for sixty (60) days at an entry level Service Worker NON CDL pay rate. If the Township elects not to provide the sixty (60) day transfer, it will meet and discuss the matter with the Union prior to implementing its decision. If the employee does not have his or her driver's license or CDL privileges reinstated within sixty (60) days, the employee may be subject to termination by the Township.

ARTICLE XXVIII
WAGES

Section 28.01. Wages. Wage rates for employees shall be set subsequent to negotiations with the Union and shall be set forth in Exhibit A. The wage rates set forth in Exhibit A shall take effect on March 1, 2015 and then on January 1 of 2016 and 2017. Employees will be eligible for step increases on the anniversary of date of hire.

Section 28.02. Wage Reopener. For purposes of this Article XXVIII, the parties have agreed to reopen the contract after January 1, 2016, for the further negotiation of wages for calendar years 2016 and 2017. The parties agree to begin negotiations no later than January 30, 2016. The Parties acknowledge that the dispute resolution procedure contained in the Ohio Revised Code will apply to the reopener and also acknowledge that the only subject of bargaining that will be eligible for further discussion will be percentage wage increases for calendar years 2016 and 2017.

ARTICLE XXIX
MISCELLANEOUS

Section 29.01. Employee Addresses and Telephone Numbers. Each employee must submit to the Township an accurate address and telephone number which are kept current by the employee for receipt of all communications from the Township.

Section 29.02. Lie Detector. The Township shall not require or request an employee of this bargaining unit to take a lie detector test.

IN WITNESS WHEREOF, the Employer and the Union have duly executed this Agreement, this 15 day, SEPTEMBER 2015

HARRISON TOWNSHIP

By _____
Kristofer McClintick

Township Administrator

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 957

By _____
Kenny Howard

President

By _____
Darrell Paschal
Business Representative

By _____
Shaun Spivey
Steward

EXHIBIT A

WAGES

Years Of Service	2015	2016	2017
	0%	Re Open	Re Open
Service Worker			
Start	$34,404.10		
1	$35,607.84		
2	$36,854.40		
3	$38,143.75		
4	$39,478.51		
5 to 9	$40,859.97		
10to 19	$48,344.47		
20+	$48,668.76		

Service Worker/NON CDL

Start	$25,294.26
1	$26,308.63
2	$27,697.87
3	$29,087.10
4 to 9	$31,171.62
10 to 15	$33,256.11
16+	$35,339.33

EXHIBIT B

APPAREL ITEMS

Boots
Boot Re-Soleing
Thermal Socks
Thermal Underwear
Jackets
Coats
Knit Hats
Thermal Vests
Winter Gloves
Winter Bibs
Winter Coveralls
Hooded Fleece Jacket
Shirts / W Logo

RESOLUTION NO. 110-2015

RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND LOCAL UNION NO. 957

WHEREAS, the Harrison Township Board of Trustees has determined that it is in the best interest of the Township to enter into a Collective Bargaining Agreement with the Teamsters represented by Local Union No. 957, and

WHEREAS, the Township has now successfully negotiated a contract with Local Union 957.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Harrison Township, Montgomery County, Ohio, that the Collective Bargaining Agreement between Harrison Township and the International Brotherhood of Teamsters Local Union 957 is hereby approved and adopted to be effective March 1, 2015 through February 28, 2018.

BE IT FURTHER RESOLVED to authorize the Township Administrator to make any minor changes in the document to reflect the consensus of the parties involved and to sign any and all documents necessary to enact this agreement.

HARRISON TOWNSHIP
BOARD OF TRUSTEES

Ronald L. Casey, President

Georgeann Godsey, Vice President

David A. Woods, Trustee

I hereby certify that **Resolution No. 110-2015** was adopted by the Harrison Township Board of Trustees at their meeting on **September 8, 2015**.

Deborah L. Merrick, Fiscal Officer