

HAND DELIVERED

ER 982
K 24574

AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD

08 AUG 11 P 1:51

BY AND BETWEEN

THE CITY OF HARRISON

AND

0982-01
08-MED-03-0177
08-MED-03-0178
0982-02



**THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.**

(POLICE OFFICERS, SERGEANTS and LIEUTENANTS)

EXPIRES: May 31, 2011

INDEX

INDEX	2
Agreement	4
Article 1 - Union Recognition	4
Article 2 - Wages	5
Article 3 - Shift Differential	7
Article 4 – Overtime, Compensatory Time, Callout	7
Article 5 - Court Appearances	8
Article 6 – Working In Higher Classification	8
Article 7 - Shift Scheduling	9
Article 8 - Dues Deduction	9
Article 9 - Fair Share Fee	10
Article 10 - Holiday Pay	11
Article 11 - Personnel Files	11
Article 12 - Sick Leave	12
Article 13 - Funeral Leave	13
Article 14 - Leave of Absence & FMLA	13
Article 15- Vacations	14
Article 16 - Stress Days	15
Article 17 - Corrective Actions and Records	15
Article 18 - Internal Investigation Procedures	16
Article 19 - Grievance Procedure .	17
Article 20 - Tuition	20
Article 21 - Personal Property	20
Article 22 - Uniforms and Equipment	21
Article 23 - Medical Insurance	21
Article 24 - Deferred Compensation/Credit Union	21
Article 25 - Mileage Reimbursement	22
Article 26 - Layoff and Recall	22
Article 27 - Injury Leave	22
Article 28 - Physical Standards	23
Article 29 - Drug Testing	23
Article 30 - Retirement	25

Article 31 - Line of Duty Death Benefit	26
Article 32 – FOP Representation	26
Article 33 - Duration	27

AGREEMENT

This Agreement made by and between the City of Harrison, Ohio, hereinafter referred to as "CITY" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as "FOP".

WHEREAS, the City and FOP have negotiated certain wage and fringe benefit items affecting all full-time sergeants and patrolmen employed by the City of Harrison, Ohio, and, WHEREAS, City and FOP have reached agreement on certain wage and fringe benefit items.

NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

ARTICLE 1 - UNION RECOGNITION

Section 1.1 The employer hereby recognizes the FOP as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment of all employees of the Employer in the bargaining unit. The bargaining unit includes all full-time and regular employees of the City assigned to the Department of Police.

Section 1.2 Full-time and regular employees are those who work at least thirty (30) hours per week for all of the weeks of the year excepting vacations, holidays, and other time off as allowed by this Agreement.

Section 1.3 Excluded are all management level employees, professional employees, confidential employees, supervisory employees (except sergeants and lieutenants), acting Chief as designated by the Employer, casual, seasonal and student employees, Clerk of Mayor's Court, uniformed employees of the Department of Fire, non-uniformed employees and any other excluded by Chapter 4117, Revised Code.

Section 1.4 Should the Employer create a new position in the bargaining unit or reclassify a position presently in the bargaining unit, the Employer shall meet with the Union to discuss applicable wages, hours and conditions of employment.

Section 1.5 It is understood that this Agreement is a multiple unit Agreement, entered into voluntarily by the parties pursuant to Chapter 4117 of the Ohio Revised Code and that no further obligation exists except as otherwise provided in this Agreement that would require the parties to bargain for these units in separate negotiations.

Section 1.6 Management Rights The Union recognizes that the City has Management Rights as described in Section 4117.08 (C) of the Ohio Revised Code.

ARTICLE 2 - WAGES

Section 2.1 The hourly rate to be paid full-time police officers employed by the City of Harrison beginning with the next pay period after the date shown reflect a 3% increase for the year 2008 over 2007 pay plan rates as listed herein (with a market adjustment) and both shall be effective June 1, 2008. Wage rates shall be increased 3% for 2009 and shall be effective June 1, 2009. Wage rates shall be increased 3% for 2010 and shall be effective June 1, 2010.

POLICE OFFICER:

POSITION	2007 EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2009	EFFECTIVE 6/1/2010
Police Officer Certified (Probationary 0- 12 months)	\$ 22.45	\$ 23.12	\$ 23.81	\$ 24.52
Police Officer 12 months*	\$ 23.63	\$ 24.34	\$ 25.07	\$ 25.82
Police Officer 24 months*	\$ 24.36	\$ 25.09	\$ 25.84	\$ 26.62
Police Officer 36 months*	\$ 25.06	\$ 25.81	\$ 26.58	\$ 27.38
Police Officer 48 months*	\$ 25.77	\$ 26.54	\$ 27.34	\$ 28.16
Police Officer 60 months*	\$ 26.51	\$ 27.31	\$ 28.13	\$ 28.97

Section 2.2 The hourly rate to be paid full-time Detectives employed by the City of Harrison beginning with the next pay period after the date shown shall be:

DETECTIVE:

2007 EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2009	EFFECTIVE 6/1/2010
8% above patrol \$ 28.63	8% above patrol \$ 29.49	8% above patrol \$ 30.38	8% above patrol \$ 31.29

(Note: The Detective pay shall be the percentage above the appropriate pay scale for their time of service with the City of Harrison.)

Section 2.3 The hourly rate paid full-time Sergeants employed by the City of Harrison beginning with the next pay period after the date shown shall be:

SERGEANT:

2007 EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2009	EFFECTIVE 6/1/2010
15% above top patrol \$ 30.49	15% above top patrol \$ 31.41	15% above top patrol \$ 32.35	15% above top patrol \$ 33.32

Section 2.4 The hourly rate paid full-time Lieutenants employed by the City of Harrison beginning with the next pay period after the date shown shall be:

LIEUTENANT:

2007 EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2008	EFFECTIVE 6/1/2009	EFFECTIVE 6/1/2010
15% above Sergeant \$ 35.06	15% above Sergeant \$ 36.12	15% above Sergeant \$ 37.20	15% above Sergeant \$ 38.32

The wages paid for these positions are contingent upon an acceptable written performance review by the employee's supervisor. If the employee's performance review is not acceptable, the supervisor may extend the employee's service for an additional ninety (90) days at the employee's current rate of pay then in effect. If, after ninety (90) days, the performance review continues "non acceptable," the supervisor may again extend the employee's service for an additional ninety (90) days at the employees current rate then in effect. At the end of the second ninety (90) day period, if the employee's performance review continues "not acceptable", the employee's employment with the City may be terminated.

Section 2.5 A police officer who performs duties within any special patrol assignment, as assigned by the Chief of Police, such as, but not limited to: D.A.R.E., and SRO shall receive an additional \$.50 per hour during which the officer is assigned to such duties. A police officer assigned to such duties may be removed from such duties by the Chief of Police.

Section 2.6 Employees shall receive pay checks bi-weekly. The City shall make available the direct deposit of employee's pay checks for those employees who wish to participate in direct deposit of funds to the bank and account of their choice.

Section 2.7 All employees hired after June 14, 2002, shall be required to enroll in a Direct Deposit Program in a bank account of the employee's choice, and the employee's paycheck will be deposited by the City into that account. All other employees will be required to go to a direct deposit program as of January 1, 2010.

ARTICLE 3 - SHIFT DIFFERENTIAL

Section 3.1 Those members beginning work at 11:00 a.m. and thereafter and those members beginning work at 7:00 p.m. and thereafter shall receive an additional twenty-five cents (\$.25) per hour and thirty-five cents (\$.35) per hour respectively.

ARTICLE 4 – OVERTIME, COMPENSATORY TIME, CALL OUT

Section 4.1 Overtime: Overtime shall be kept at a minimum consistent with maintenance of essential City services. When overtime is necessary, the City shall compensate employees at time and one-half their regular rates of pay for any time worked in excess of eight (8) hours per day, or forty (40) hours per week. A member may elect to take compensatory time to a maximum of sixty (60) hours accumulation at the rate of 1 1/2 hours for each one (1) hour worked and may be replenished. Holidays, vacations and sick leave shall be considered as time worked for the purposes of calculating overtime. Arriving early and leaving early or arriving late and leaving late for the employee's own convenience shall not be included in computing total work time. Lt. shall not be eligible to receive 1 1/2 times over eight (8) hours worked in a day, but shall be eligible to receive 1 1/2 times over 40 hours worked in a week.

Section 4.2 Compensatory Time: Compensatory time shall not accumulate beyond a maximum of sixty (60) hours. In the event an Employee accumulates sixty (60) hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. When an Employee desires to use compensatory time off that he/she has accumulated, it shall be scheduled and granted on an equitable basis consistent with the operational needs of the department and subject to the approval of the Chief of Police or his designee. Compensatory time shall not be unreasonably denied. The Patrol Commander may cancel previously approved requests due to a manning shortage or other emergency.

Upon termination of employment for any reason, an employee will be paid for all earned but unused hours of compensatory time at his/her current rate of pay.

Section 4.3 Callout: Police Officers shall receive a minimum of four (4) hours at their current rate of pay, at time and one-half, for any call out, during scheduled off time, to an on-duty status.

ARTICLE 5 - COURT APPEARANCES

Section 5.1 A police officer required to appear in Mayor's Court shall be paid a minimum of one (1) hours at his/her current rate of pay or for actual hours spent in Mayor's Court provided that the Mayor's Court appearance occurs at the end of or at the beginning of an employee's shift and there is less than one-half hour between the report time or end time of the employee's shift and the commencement of Mayor's Court. A police officer required to appear in Mayor's Court at a time that does not abut their regular work shift shall be paid a minimum of two (2) hours at his/her current rate of pay or for actual hours spent in Mayor's Court. This shall be paid at the rate of one and one-half (1 1/2) times. A police officer required to appear in the Hamilton County Municipal Court, before the Grand Jury or in the Court of Common Pleas or other federal or state court of competent jurisdiction shall be paid a minimum of four (4) hours pay at his/her current rate of pay or for his/her actual time spent, whichever is greater. This time shall be paid at the rate of one and one-half (1 1/2) times. For payment purposes, the police officer's time shall start when he/she leaves police headquarters until such time as he/she returns to police headquarters.

Section 5.2 A member may elect to earn compensatory time at the rate of one (1) hour at a rate of time and one-half for each Mayor's Court appearance provided that the Mayor's Court appearance occurs at the end of or at the beginning of an employee's shift and there is less than one-half hour between the report time or end time of the employee's shift and the commencement of Mayor's Court. A member may elect to earn compensatory time at a rate of two (2) hours at time and one-half for each Mayor's Court at a time not that does not abut their regular work shift. The employee shall receive four (4) hours at a rate of time and one-half for each Hamilton County Municipal Court appearance, in lieu of the paid rate of one and one-half (1½) times his/her current rate of pay.

Section 5.3 A unit member who attends any Court appearance and during that time frame has a subsequent Court appearance at any other court, the time frame shall run concurrent for purposes of overtime.

ARTICLE 6 – WORKING IN HIGHER CLASSIFICATION

Section 6.1 Any member serving in the capacity as an Acting Supervisor or is working in a higher classification, as assigned by the Chief of Police, for a continuous period of five (5) days or more shall be compensated at the rate of \$1.00 per hour over his/her regular hourly rate of pay, for all hours he/she acts in such capacity, beginning with the first day.

ARTICLE 7 - SHIFT SCHEDULING

Section 7.1 Nothing in this article shall prevent the Chief of Police from altering the established shift schedule to ensure police service to the community. Whenever possible, as determined by the Chief of Police, the uniformed officers of the Harrison Police Department will be assigned to a fixed, non-rotating shift schedule. Each January, all uniformed officers will submit to the scheduling officer their first, second and third shift preference. The officer's requested shifts will be assigned based on the officer's seniority in relation to other officers requesting the same shift, with the most senior officer given shift preference. Whenever possible, the officer's first choice will be assigned. The shift hours available for selection by the officers will be set by the Chief of Police. This type of scheduling applies only to routine patrol and patrol supervision. Assignment to other specialized duties will be subject to the terms and conditions set forth by the Chief of Police.

Section 7.2 No more than once every six (6) months, and with the prior approval of the Chief of Police or his designee, employees may elect to trade shifts and/or days off with other employees so long as such a trade does not generate overtime for either employee.

ARTICLE 8 - DUES DEDUCTION

Section 8.1 The Employer agrees to deduct FOP membership dues in accordance with this Article for all employees of the bargaining unit upon the successful completion of their individual probationary periods.

Section 8.2 The Employer agrees to deduct regular FOP membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. A signed pay roll deduction form as provided by the Employer must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct FOP dues from the payroll check for the next pay period following the pay period in which the authorization was received by the Employer.

Section 8.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of FOP dues. The FOP hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by an employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the FOP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the FOP.

Section 8.4 The Employer shall be relieved from making such individual "check-off deductions upon an employee's (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of

absence; (5) written revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the FOP.

Section 8.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues payment period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of the FOP dues.

Section 8.6 The rate at which dues are to be deducted shall be certified to the Employer by the Treasurer of the FOP during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 8.7 Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer or the duration of this Agreement.

ARTICLE 9 - FAIR SHARE FEE

Section 9.1 Payroll Deduction of Fair Share Fee - The City shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the FOP, a fair share fee for the FOP's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the FOP's work in the realm of collective bargaining and contract administration.

Section 9.2 Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not exceed 100% of the FOP dues for members, shall be transferred by the FOP to the City Finance Director prior to February 15 of each year during the term of this contract for the purpose of determining the amount to be payroll deducted. The City agrees to transmit all amounts deducted to the FOP once each month, at the same time and to the same place as regular membership dues.

Section 9.3 The FOP represents to the City that an internal rebate procedure has been established in accordance with Section No. 4117.09C of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the FOP, and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitution of the United States and the State of Ohio.

Section 9.4 Entitlement to Rebate - Upon timely demand, non-members may apply to the FOP for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the FOP.

Section 9.5 Indemnification of Employer - The FOP shall defend, indemnify and hold harmless the City, the City Council members, the Finance Director, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this article, specifically including, but not limited to, any costs arising from an action in any court or administrative agency alleging that the FOP's internal rebate procedure is legally defective.

ARTICLE 10 - HOLIDAY PAY

Section 10.1 Members shall receive the following paid holidays:

- | | |
|------------------|---------------------------|
| Independence Day | Labor Day |
| Thanksgiving Day | Friday after Thanksgiving |
| Christmas Day | New Year's Day |
| President's Day | Good Friday |
| Memorial Day | |

ARTICLE 11 – PERSONNEL FILES

Section 11.1 Each employee may request to inspect his/her official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer or designee. Appointments shall be during the regular scheduled work hours of the administrative staff of the Employer. An employee shall be entitled to have a representative of his/her choice accompany him/her during such review. Any employee may copy documents in his/her official personnel file. Any representative of the FOP/OLCI may inspect the personnel file of any bargaining unit employee provided that the employee is present at the time of inspection, or upon written authorization including the signature of the employee.

Section 11.2 If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Section 11.3 To the extent permitted by law, the Employer shall not disclose any information contained within the personnel files.

ARTICLE 12 - SICK LEAVE

Section 12.1 Employees are entitled to paid sick leave days, to be accrued from the date of employment at the rate of 2.5 hours per week to a total of one hundred thirty (130) hours per calendar year. Sick leave may be accumulated up to a maximum of one thousand five hundred (1,500) hours. A member is entitled to receive all fringe benefits during the term of any sick leave, except as provided in Section 12.8.

Section 12.2 In order to receive payment for sick leave, the member must notify the immediate supervisor of the reason for the absence at least one (1) hour prior to starting time, except in unforeseeable circumstances, and upon return to work, the employee must complete and have the supervisor approve the absence by completing the "Absence with Pay" form. If the member does not report off as required, it will be indicated on the time card as a Failed to Report (FTR) and said member shall not be paid for that day unless the member furnished a reasonable, acceptable reason immediately upon his or her return.

Section 12.3 Upon retirement as certified by the State Police Retirement System, members with eight (8) or more years of continuous employment with the City are entitled to redeem the accumulated unused hours of sick leave at the rate of sixty percent (60%) of a maximum of 1500 hours. If a member dies other than in the line of duty, his/her beneficiary/estate will be paid for sixty percent (60%) of a maximum of 1500 hours of accumulated sick time at their current rate of pay.

Sick leave may be taken to attend the sickness of a family member in the immediate household of the member.

Section 12.4 Unused sick leave accumulated by a member may be used by another member who has exhausted his/her sick leave, vacation and personal days and any other leave which might be available to the member who is sick. Any use of this "pooled" time by the benefited member shall permit said member to accrue his/her regular sick leave, vacation and personal days at his/her regular rate of pay during the time of use of "pooled" sick leave.

Section 12.5 In the event of the use of sick leave in excess of three (3) days, the Chief of Police or the employee's immediate supervisor may require a certificate from a medical doctor setting forth the need for sick leave and justifying said sick leave.

Section 12.6 Fraudulent use of sick leave shall subject the employee to disciplinary action. Sick leave shall not be used in tardiness situations.

Section 12.7 Whenever an employee is absent on his/her last regularly scheduled work day before a holiday or vacation, or on the first such day after a holiday or vacation, sick leave with pay will be allowed only if a doctor's certificate is presented setting forth the justification for sick leave.

Section 12.8 If an employee is on sick leave for more than three (3) consecutive days, and a Holiday, pursuant to Article 10 of this Agreement, occurs on any of the days of the sick leave, the employee will be paid eight (8) hours of sick leave at his/her current rate of pay, and his sick time balance shall be reduced for the time used. This sick pay will be paid in lieu of Holiday Pay.

ARTICLE 13 - FUNERAL LEAVE

Section 13.1 The City shall grant funeral leave, with pay, that shall not be charged against sick leave, for the death in the family in the following manner:

On the occasion of the death of a spouse, father, stepfather, mother, stepmother, son, daughter, stepson, stepdaughter, brother, sister, stepbrother, stepsister, mother-in-law, or father-in-law, funeral leave of three (3) days shall be granted, unless the officer already has a scheduled off day on the day requested for funeral leave. One of the funeral leave days must be used on the day of the funeral, and the other two (2) funeral days must be used within the two (2) days prior to the funeral, to the two (2) days after the funeral. Previously approved vacation days or personal days may be canceled and changed to funeral leave.

On the occasion of the death of a grandson, granddaughter, grandparents, grandparents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew or cousin, funeral leave shall be granted for the day of the funeral, unless the officer is already scheduled on an off day. A previously approved vacation day or personal day may be canceled and charged to funeral leave.

Section 13.2 The Chief of Police or Patrol Commander may require reasonable proof of death.

Section 13.3 Members may use up to two (2) sick days in conjunction with funeral leave, at the discretion of the Police Chief.

ARTICLE 14 - LEAVE OF ABSENCE & FAMILY AND MEDICAL LEAVE

Section 14.1 A member may request a leave of absence without pay for a period not to exceed thirty-one (31) calendar days. This dated and signed request shall be in writing, stating both the starting date and the return date of the requested leave of absence, and must be approved by the Chief of Police. Any leave of absence without pay that may exceed thirty-one (31) calendar days must be approved by the Police Committee of Council (except FMLA leave).

Section 14.2 Family and Medical Leave: The parties agree to comply with the provisions of the Family and Medical Leave Act of 1993. For the purposes of FMLA, a year is defined as a period of 365 days beginning with the first day of leave taken under FMLA.

ARTICLE 15-VACATIONS

Section 15.1 Members are entitled to paid vacation when they have completed one year's service with the City. At that time, and thereafter, they are eligible to receive paid vacations in accordance with the following schedule:

After 1 year	13 days
After 8 years	18.5 days
After 15 years	24 days
After 20 years	27 days

Section 15.2 Sergeants shall receive one (1) additional day of vacation above the amounts stated in Section 15.1. Lieutenants shall receive three (3) additional days of vacation above the amounts stated in Section 15.1.

Section 15.3 An employee who has prior full-time service with any other law enforcement agency shall receive service credit towards vacation entitlement for all such service time.

Section 15.4 Such vacation must be granted, in writing, in advance by the members supervisor by completing the "Absence With Pay" form. If the member should leave the City's employment before the expiration of one year's service, he/she shall not receive vacation pay as a termination benefit.

Section 15.5 Every effort will be made to grant vacations at that time desired by each member, However, seniority, number of people off the job at one time, and work load are important considerations which must be taken into account when arranging vacation schedules. Vacations may be taken between off days with the approval of the immediate supervisor.

Section 15.6 Employees with the greatest seniority shall have choice of vacation until March 31, after that time, seniority is not a factor. During the time between April 15 and October 15, no more than two (2) consecutive weeks may be requested by senior employees so as to provide an opportunity for all employees to have a chance to take time off during this period. After May 31, any employee may request more than two (2) consecutive weeks of vacation if weeks are available. Employees making a valid request to take vacation and are denied may carry forward one (1) week to the next vacation year. Also, if a valid request has been denied for any remaining vacation time in excess of one (1) week carried over, employees shall be compensated at their regular rate of pay for any

denied vacation time. Said compensation shall be paid at the second pay period in January of the succeeding year.

Section 15.7 No member may take any vacation beyond that already earned. Neither vacation pay or vacation off-time may be advanced from the date it has actually been accrued.

Section 15.8 Any employee whose employment ends, for whatever reason, will be paid for all accrued but unused vacation time on the books at the rate of pay they were at upon leaving.

ARTICLE 16 - STRESS DAYS

Section 16.1 Any member involved in a "shots fired" incident, may take a minimum of three (3) days off from his/her regular duty. These days shall not be charged against sick leave. The City may provide a psychologist or psychiatrist to determine the police officer's ability to return to work. If the time off is greater than three (3) days, as determined by a licensed physician, said days shall not be charged against sick leave up to a maximum of one hundred forty-four (144) hours.

ARTICLE 17 - CORRECTIVE ACTIONS AND RECORDS

Section 17.1 Corrective Action for Cause - After completion of the probationary period, no member shall be removed, reduced in pay or position, suspended, required to forfeit any benefit, or reprimanded, except for just cause.

Section 17.2 Actions of Record - When an investigation concerning a member wherein corrective action of record (verbal warning, written reprimand) may result, the member at the conclusion of the investigation shall be notified of the result. If no further incidents of the same or like nature occur within up to twelve (12) months of the incident of record, than that record will be removed from the files and destroyed. No record shall be retained of anonymous or unsubstantiated complaints nor of complaints were the officer has been exonerated.

Section 17.3 Vacation Forfeiture and Suspension - The Chief of Police may make written offer to the member that the member forfeit vacation time in lieu of a department hearing and possible subsequent suspension. This forfeiture shall not exceed forty (40) hours. If the employee accepts this offer he will respond to the Chief of Police in writing and a record of the forfeiture will be placed in the member's personnel file. This record will be subject to appeal for removal after fifteen (15) months if there are no further incidents of the same or like nature. Such forfeiture shall constitute final resolution of the matter in

question. At the discretion of the Chief of Police, the record may be maintained in the employee's personnel jacket for a period of up to thirty (30) months.

Section 17.4 Record of Interviews - All interrogatories and interviews, including polygraph interviews, conducted in conjunction with an internal investigation will be tape recorded at the request of either party. In chain of command investigations interviews will be taped at the request of either party. Sessions requiring a taped record will be taped by the Police Department and any and all records of a recorded session will be made available to the members, their union representative and or their attorney immediately after the session. If a transcript of the tape is made, a copy of the transcript will be given to the member upon request.

Section 17.5 Access to Records - A member charged or under investigation for violating department rules and his attorney shall be provided access to the City's transcripts, records, written statements, video tapes and written summaries, including opinions of any polygraph examination pertinent to the case. Such access shall be provided at a minimum of ten (10) working days, to any hearing.

Section 17.6 Investigation Outcome – Any member who has been under investigation shall be informed in writing of the outcome of the case at the conclusion of the investigation.

Section 17.7 Discipline, suspension and termination shall be subject to the grievance procedure after the completion of the probationary period set forth in Article 1.

ARTICLE 18 - INTERNAL INVESTIGATION PROCEDURES

Section 18.1 Scope - This article addresses the procedures used for internal investigations of members where there is reasonable belief that the member has violated any law or general orders adopted for the management of the Police Department. Internal investigations shall be conducted by the chain of command and/or the member(s) designated by the Chief of Police as the internal investigator(s). The term investigator refers to the individual(s) conducting such reviews, as applicable under this article.

Section 18.2 Right to Representation - When a member is notified to report to an internal investigation interview or summoned to an interview with a supervisory officer or the Chief of Police for the purpose of conducting an internal investigation, the member shall have the right to be accompanied by a union representative at all such interviews.

Section 18.3 Disclosure - When a member under investigation is to be interviewed, that member shall be given a written notice of the reason for the internal investigation. Garrity Warning or Miranda Warning shall be advised to the employee prior to the interview.

Section 18.4 Record of Interviews - Interviews of members will be taped at the request of either party. If an interview is taped, a copy will be made available to either party, after the interview, upon the request of either party. If a written transcript of the tape is made, a copy of the transcript will be furnished to the member upon request. Garrity Warning and/or Miranda Warning shall be read to the employee prior to any interview.

Section 18.5 Access to Records - A member involved in the investigation process and his representative, shall upon request, be provided access to the City's transcripts, records, written statements, video tapes and written summaries, including opinions of any polygraph examination pertinent to the case. Such access shall be provided upon the completion of the investigation and a minimum of ten (10) days in advance of any hearing if requested.

Section 18.6 Investigation Outcome - Any member who has been under investigation shall be informed in writing of the outcome of the case at the conclusion of the investigation.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.1 Who May file A Grievance - A grievance may be initiated by an aggrieved member or the member's designated Union representative. when a Group of members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance as the designated group representative.

Definition of Grievance - All sections of this contract shall be subject to the grievance procedure.

Procedure

Preliminary Step - A member shall first attempt to resolve a grievance informally with his/her immediate supervisor. The grievance shall be brought to the supervisor within seven (7) of the member's working days from the date of the events or circumstances in question or within seven (7) days of the time the grievant reamed of the events or circumstances. Grievances brought to the immediate supervisor beyond the time limit (except for any automatic time extensions hereinafter described) shall not be considered. At this level, neither grievances nor responses need be in writing. if the member is not satisfied with the supervisor's oral response, he may pursue the steps which follow.

Step One - when a member is not satisfied with the oral response from his immediate supervisor the member may submit the grievance in writing to his immediate supervisor on a grievance form. such form must be submitted to the supervisor within five (5) of the member's working days following the oral response from the preliminary step of the grievance procedure. The supervisor shall date the form when he receives it. Grievances

submitted beyond the time limit shall not be considered. Within five (5) of his working days of the receipt of the written grievance, the Supervisor shall have a meeting with the member. within five (5) of his working days after the meeting, the supervisor shall affix his written response to the form, date and sign his response and return the form, except for one copy to the grievant. If the grievant does not refer his grievance to the second step within the time limit, the grievance will be considered to be satisfactorily resolved.

Step Two - If the member is not satisfied with the answer in Step One, within five (5) of his working days thereafter, he may appeal the grievance to Step Two by delivering a copy of the grievance and all attachments from prior steps, to the Chief of police. The grievant will also attach a statement of the reasons why the response from the previous steps were not sufficient to resolve the grievance. The Chief of Police will date and sign the grievance from when received from the grievant. Within five (5) of his working days from receipt of the form, the Chief or his designated representative shall investigate the grievance and schedule and conduct a meeting to discuss the grievance with the grievant. The grievant may bring a Union representative with him to this meeting. In this meeting, the Chief shall hear a full explanation of the grievance and all material facts relating thereto. within five (5) of his working days from the date of the meeting, the Chief of Police shall submit to the grievant his written response to the grievance. If the grievant does not refer his grievance to the next step within the time limit, the grievance shall be considered to be satisfactorily resolved.

Step Three - It after receiving the response in Step Two the grievant is dissatisfied, the grievant may contact the appropriate Union personnel to request that arbitration procedure be initiated. If that request is approved, the Union shall notify the Chief of police and the: Director of Law within fourteen (14) working days of its intention to proceed to arbitration. within fourteen (14) days of the receipt of the arbitration notification, the Union representative and the Director of Law or his designated representative will meet in an attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach agreement, the parties will by joint letter request the Federal Mediation and Conciliation Service to submit a list of nine (9) arbitrators from which the Union and City shall select one (1) by mutual agreement, If agreement cannot be reached, an arbitrator will then be selected by representatives of the parties alternately striking names from the list and selecting the final remaining name.

The arbitrator shall conduct a fair and impartial hearing on the grievance; hearing and recording testimony from both parties and applying the rules of the F.M.C.S. The arbitrator shall have no authority to detract from, modify or otherwise change the terms or provisions of this contract.

The costs of any transcripts produced at the direction of the arbitrator; the fee of the arbitrator, and the rent of any hearing room shall be shared equally, The expense of any non-member witness shall be borne by the party calling them. The fees of a court reporter shall be paid by the party asking for one or split equally if both parties ask for a reporter or transcript. Any affected members in attendance will not lose pay or any other

benefit while engaged in the business of the grievance if required to attend on his/her duty time.

The arbitrator shall render his decision in writing within thirty (30) calendar days after the close of the hearing and forward such findings and all supporting data to the representatives of both parties.

The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided, however, that if either party disagrees with the arbitrator's decision, the dissenting party may appeal the arbitrator's decision to the Common Pleas Court of Hamilton County within thirty (30) days of the date upon which the arbitrator's opinion was rendered. The Common Pleas Court shall hear the dispute de nova and the decision of the arbitrator shall not be introduced in any proceeding before the Court.

Section 19.2 Access To Documents and Relevant Materials - All documents and other materials upon which the City relies as the basis for the action taken which gave rise to the grievance shall, Upon request, be furnished to the member or his union representative. The grievant or Union representative will, upon request, furnish to the city all documents and materials upon which it relies as the basis for its position on the grievance.

Section 19.3 Time Limits - It is the intention of the city and the union that all time limits in the grievance procedure be met. The time limits may be extended or shortened upon agreement of both parties. Any such agreement must be in writing and signed by a representative of each party. In the absence of mutual extensions, the grievant may, upon the expiration of the time limit for a particular step, presume the grievance to have been granted by the city in full and the city shall immediately implement the requested remedy. Any step in the grievance procedure may be skipped on mutual consent of both parties.

Section 19.4 Grievance Forms - The city and union shall jointly develop a grievance form such forms will be supplied by the Union.

Section 19.5 Non-Discrimination - No member or official of the Union shall be removed or disciplined, because he has filed a grievance under this procedure.

Section 19.6 Representation - The member shall have a right to representation beginning with Step One.

ARTICLE 20 - TUITION

Section 20.1 Tuition support requires fulfillment of the following requirements:

- a) Training must be job related either: to the employee's present job, and considered necessary by the supervisor, or to enable the employee to qualify for a higher rated position in the City in the future.
- b) Training must be with an accredited college, university, vocational school, business, or secretarial school or with a certified business-related training seminar course.
- c) Employees must receive advanced written certification from the Chief of Police that the training meets the requirements listed above
- d) Finally, employees must provide sufficient evidence of payment of the full tuition, evidence of satisfactory completion of the training (a grade report), and a copy of the Chief of Police's approval to the Finance Director. The percentage of the City's reimbursement is based only on tuition costs (not parking fees, supply costs, and such). Amounts of tuition reimbursement will be as follows: employee's obtaining an "A" will receive 100% reimbursement, employee's receiving a "B" will receive 75% reimbursement, employee's receiving a "C: will receive 50% reimbursement. Any grade less than listed previously will receive no reimbursement. Furthermore, the employee receiving reimbursement can have no unsatisfactory markings on his/her employment evaluation.

Except for retirement due to disability' an employee who has previously received advanced written certification for a course, and then is separated from the City's employ before the completion of that course will not be reimbursed.

Except for retirement due to disability, any member leaving the employment of the City within two (2) years of receiving reimbursement for tuition under this section shall reimburse the City for any tuition paid by the City during the four (4) year period prior to leaving employment.

ARTICLE 21 - PERSONAL PROPERTY

Section 21.1 Any police officer, while acting in his/her official capacity and while on duty, who incurs a loss of personal property as certified by the Chief of Police shall be reimbursed by the City for said loss of personal property unless the employee was in violation of a departmental or City policy or any applicable ordinance or statute at the time of the loss.

ARTICLE 22 - UNIFORMS AND EQUIPMENT

Section 22.1 The City shall provide all items of uniform and equipment that any member is required to wear/utilize during the performance of his/her duties. The City shall continue to provide items of uniform and equipment required by the Director of Department of Police. The City shall replace uniforms and equipment which have become worn, lost or stolen through no fault of the member. Any non-uniformed police officer shall be reimbursed up to \$400.00 per year for clothing upon the approval of the Director of Department of Police.

ARTICLE 23 - MEDICAL INSURANCE

Section 23.1 The City shall provide a hospital/surgical/major medical benefit plan substantially similar to the plan set forth in the booklet entitled "Group Benefit Plan" which was effective 11/01/97. The City shall pay the following combined monthly rates per month for each member utilizing the plan. Any rates above the rates set forth below shall be shared equally by the City and by the employee through a deduction from his/her wages. In the event an increase in the monthly rate is deemed necessary by the City, the City will meet with the representative of the bargaining unit prior to implementing the increased rate:

6/1/08	\$797.00
6/1/09	\$797.00
6/1/10	\$797.00

Section 23.2 Employee contribution to health insurance benefits shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service Code, provided, however, that if at any time the insurance company administering the Section 125 Plan determines to charge a fee for such a service, the parties will reopen this portion of the contract to determine the responsibility for payment of said fee.

ARTICLE 24 - DEFERRED COMPENSATION/CREDIT UNION

Section 24.1 The City shall provide each employee the opportunity to participate in the Ohio Public Employees Deferred Compensation Program at no cost to the employee.

Section 24.2 The City shall provide at no cost to each full-time, permanent employee the opportunity to participate in a credit union. The selection of said credit union shall be at the sole discretion of the Finance Director.

ARTICLE 25 - MILEAGE REIMBURSEMENT

Section 25.1 Members required to use their personal automobile to travel to an official function such as court or training, will be reimbursed by the city for mileage and parking fees. Mileage will be paid at the current rate allowable by the Internal Revenue Service. Reasonable parking expenses will be reimbursed upon presentation of a verifiable receipt to the Chief of Police and upon the approval of the Chief.

ARTICLE 26 - LAYOFF AND RECALL

Section 26.1 In the event of a layoff, probationary, part-time, and temporary employees shall be laid off before any permanent, full-time employees are laid off. Thereafter, the order of layoff shall be based on length of continuous service in grade. The employee with the least number of years of continuous service with the City of Harrison shall be first to be laid off.

Section 26.2 Laid off employees will be placed on a layoff list and will be eligible for recall for one year from the date of layoff. Recall shall be done in the reverse order of layoff, that is, the last employee laid off shall be the first recalled. No new employees will be hired to positions under this Agreement while there are employees on the layoff list eligible for recall unless such eligible employee decline the position when it is offered or fail to respond to the recall offer within seven (7) days after notice to their last known address.

Section 26.3 It is understood that 'bumping', may take place in the event of layoff in the Police Department. Bumping is governed by length of continuous service with the Employer and applied in order of descending rank. For example, if a Sergeant is to be laid off, the Sergeant with the least time in grade would be laid off first and he could bump the less senior patrolman with the least time in grade. An employee who wants to exercise his bumping right must elect to do so within twenty-four (24) hours after receiving notice of layoff. Bumping only applies to layoffs lasting longer than one (1) week. In order to bump, the bumper must be capable of performing the job of the bumped person.

ARTICLE 27 - INJURY LEAVE

Section 27.1 Injury leave shall be granted by the City for a period of up to one hundred twenty (120) working days after the date of injury giving rise to the need for such leave. Injury is defined as a service connected disability which prevents an employee's ability to perform normal duty.

Section 27.2 Injury leave shall not be charged against sick leave. However, at the expiration of injury leave, if continued absence is necessary, sick leave may be used.

ARTICLE 28 – PHYSICAL STANDARDS

Section 28.1 The Employer agrees to negotiate with the FOP/OLC to formulate specific plans and procedures for physical agility requirements. These negotiations shall include the statutory dispute resolution procedures of O.R.C. 4117 upon impasse. These plans and procedures will be developed when the Employer decides to plan such a program and will be completed prior to implementation of said program. A dispute settlement procedure, including a binding arbitration clause, will be included in the finished program.

ARTICLE 29 – DRUG TESTING

Section 29.1 It is the policy of the Harrison Police Department that the public has the absolute right to expect persons employed by the Police Department will be free from the effects of drugs and alcohol. The City, as the Employer, has the right to expect its employees to report to work fit and able for duty and to set a positive example for the community. The goals of this policy shall be achieved in such a manner as not to violate any employee's administrative or constitutional rights.

Section 29.2 Employees are prohibited from consuming or possessing alcohol at any time during, or just prior to the beginning of the workday except as may be necessary in the performance of their lawful duties. Employees are further prohibited from possessing, using, selling or delivering any illegal drug at any time or at any place except as may be necessary in the lawful performance of their lawful duties.

Section 29.3 Each employee assigned to the detective division, canine and property custodians may be subject to random testing once per calendar year. Employees shall be selected using a scientifically valid method which employees will have an equal chance of being tested each time selections are made. Dates for testing shall be unannounced and spread throughout the calendar year. Random testing shall not include alcohol testing. However, employees may be tested for alcohol for reasonable suspicion as defined below.

Section 29.4 The Employer may test employees for drug or alcohol when it has a reasonable suspicion to suspect the use of drugs or alcohol.

Reasonable suspicion that an employee used or is using drugs or alcohol in an unlawful manner may be based upon, but not limited to:

Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol. A pattern of abnormal conduct or erratic behavior. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking.

Information provided either by reliable or credible sources or independently corroborate. Evidence that an employee has tampered with a previous drug test; and Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 29.5 Drug/Alcohol testing shall be ordered by the Employer. The testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidence and may not be used in criminal proceedings other than by subpoena from a court of competent jurisdiction. This procedure shall not preclude the Employer from other administrative action, but such action shall not be based solely upon the initial testing alone.

Section 29.6 All drug screening tests shall be conducted by medical laboratories meeting the standards of the National Institute of Drug Abuse and the National Institutes of Health. No test shall be considered positive until it has been confirmed by a gas chromatograph/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. A Medical Review Officer shall review all confirmed positive results from the laboratory.

Section 29.7 Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence.

Section 29.8 The results of the testing shall be delivered to the Employer and the tested employee. An employee whose confirmatory test results are positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results to the Employer only. A representative for the Bargaining Unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement shall be grounds for discipline, up to and including termination.

Section 29.9 If a drug screening test is positive, a confirmatory test shall be conducted utilizing the samples collected in the manner prescribed above.

Section 29.10 After the testing required above has produced a positive result, the employee shall be permitted to participate in any rehabilitation or detoxification program covered by his insurance, or of his choice. Any discipline allowed by the positive findings provided for above shall be deferred pending successful rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be placed on medical leave of absence for the period of the rehabilitation or detoxification program. Prior to being placed on leave without pay, the employee may use any accrued leave. Upon satisfactory completion of such program, as

verified in writing by the treatment facility and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to his former position. Such employee may be subject to random testing upon his return to his position for a period of two (2) years from the date of his return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave or absence with/without pay, for a period not to exceed twelve (12) weeks.

Section 29.11 If the employee refuses to undergo rehabilitation or detoxification or if he tests positive during a re-testing after his return to work from such a program, the employee shall be subject to disciplinary action, including removal from his position and termination of his employment.

Section 29.12 Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any tests initiated at the request of the employee shall be at the employee's expense.

Section 29.13 Any member may voluntarily present themselves as an alcohol abuser, or a person with tendencies toward drug abuse and volunteer for rehabilitation or detoxification or any other relevant/applicable employee assistance without fear of punitive action.

Section 29.14 The provisions of this Article shall not require the Employer to offer a rehabilitation or detoxification program to any employee more than once.

ARTICLE 30 - RETIREMENT

Section 30.1 Employees who retire shall be presented with the badge worn from each rank held during service, department patch, service decorations, and name badge suitably encased for presentation. The expense for encasing such items shall be the responsibility of The City of Harrison.

Section 30.2 Retired employees shall be permitted to retain their department credentials which shall be stamped with the term "Retired".

Section 30.3 Retired employees may retain one complete set of the department's uniform, including but not limited to the following accessories: hat, hat badge, blouse badge, name tag, any ribbons or awards, length of service insignia, rank insignia, whistle chain, and metal buttons. All other uniforms, accessories, and equipment will be returned to the department.

Section 30.4 When an officer, who has a minimum of ten (10) years of continuous, uninterrupted service as a police officer with The City of Harrison, and no pending

disciplinary action punishable by dismissal, retires, the City of Harrison shall make available to him the opportunity to purchase his duty weapon and extra magazines at the cost of one dollar (\$1.00).

ARTICLE 31 - LINE OF DUTY DEATH BENEFIT

Section 31.1 In the event that an officer is killed in the line of duty, all the costs for the funeral are to be paid in full by the City of Harrison or through donations arranged for by the City for standard arrangements up to \$10,000.00 with the City being able to raise that amount at their discretion.

Section 31.2 All accumulated leave (unused vacation time, holiday time, compensatory time, and sick time) will be paid to the officers beneficiary/estate at his/her current rate of pay.

Section 31.3 The City will pay the officers beneficiary/estate a lump sum payment equivalent to one (1) years salary.

ARTICLE 32 - FOP REPRESENTATION

Section 32.1. Representative(s) of the FOP shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the FOP representative shall identify himself/herself to the Employer or the Employer's designee.

Section 32.2. The Employer shall recognize up to three (3) employees from each bargaining unit, designated by the FOP, to act as FOP associates for the purposes of processing grievances in accordance with the Grievance Procedure. The associates, or in their absence or inability to perform their function, designated alternates, shall be recognized as representatives, as provided herein.

ARTICLE 33 - DURATION

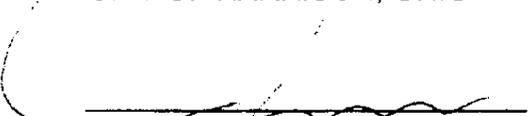
Section 33.1 The term of this Agreement is for three (3) years beginning June 1, 2008 ending May 31, 2011. Either party desiring to terminate, modify or negotiate a successor agreement may do so pursuant to the provisions of Section 4117.14, Revised Code.

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

CITY OF HARRISON, OHIO



Mark Scranton, Staff Representative



Mayor, Joel McGuire



Lt. Steve Wilson



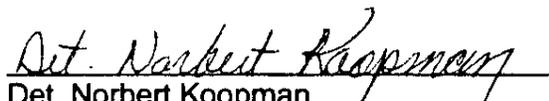
Atty. William Deters



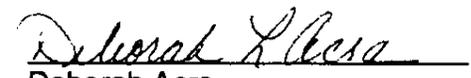
Sgt. Terry Lowry



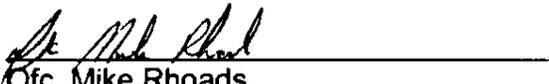
Randy Shank



Det. Norbert Koopman



Deborah Acra



Ofc. Mike Rhoads



Matt Hiatt



Ofc. Richard Sak



Col. Charles Lindsey