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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

DELHI TOWNSHIP, OHIO

October 1, 2011 through September 30, 2013

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**Article 1**  
**Police Collective Bargaining Agreement**

Section 1.1 This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Township of Delhi (hereinafter referred to as the Employer or Township) and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the "FOP", "F.O.P./O.L.C.", or the "Union").

**Article 2**  
**Recognition**

Section 2.1 The Employer hereby recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. as the exclusive collective bargaining agent with respect to wages, benefits and other terms and conditions of employment for the following classification of employees within the Police Department of the Township of Delhi and excluding all other employees: Police Officer. The Employer recognizes the right of employees covered by this Agreement to elect a total of three (3) representatives from employees in the classification of Police Officer which comprises the bargaining unit and these three employees will represent the bargaining unit for the F.O.P./O.L.C..

**Article 3**  
**Management Rights**

Section 3.1 The F.O.P./O.L.C. recognizes the Township's exclusive right to manage its affairs and the Township retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Ohio and of the United States and the Resolutions of the Township of Delhi. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing:

- a.) The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.
- b.) The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed.

- c.) The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for any new or changed classifications.
  
- d.) The right to determine the existence or non-existence of facts which are the basis of Management decisions; to establish or continue policies, practices or procedures for the conduct of the Police Department and its services to the citizens of Delhi Township and, from time to time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or to discontinue any performance of service by employees of the Township of Delhi; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the work requirements determined by Management authorities; to establish training programs and upgrading requirements for employees within the Department; to schedule training; to establish and change work schedules and assignments; to transfer, promote or demote employees , or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline non-probationary employees (as described in Article 7, Section 7.1) for just cause and otherwise to take such measures as Management may determine to be necessary for the orderly and efficient operation of the Police Department of the Township of Delhi, Ohio, subject to the terms of the Agreement provided, however, nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

Section 3.2 The parties further agree that the Management rights as set forth in Section 4117.08 of the Ohio Revised Code are incorporated by reference and that the recitation of the above management rights herein does not make them subject to bargaining during the term of this Agreement.

#### **Article 4 Representation**

Section 4.1 The F.O.P./O.L.C. shall appoint one (1) associate and one (1) alternate from F.O.P./O.L.C. members in the classification comprising the bargaining unit. The bargaining unit employees shall elect a negotiating committee consisting of three (3) F.O.P./O.L.C. members from the bargaining unit. The negotiating committee shall elect

their chairperson. These elections shall be held in accordance with the F.O.P./O.L.C. Constitution and By-Laws.

Section 4.2 The associate and alternate have no authority to take, encourage, or tolerate strike action, or any action interrupting the Employer's business. The associate shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay during his or her regular working hours, provided that in each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon previously by the representative and the Duty Supervisor or Chief of Police or his designee. The scheduling of such meetings will not be disruptive to the normal work schedule and where possible efforts will be made to conduct such meetings on off duty hours.

Section 4.3 The F.O.P./O.L.C. Associate, Alternate and Delegates shall be authorized to use compensatory time to attend F.O.P./O.L.C. functions such as seminars, conferences, conventions and training, provided such use of compensatory time does not take staff levels below mandatory minimums and is approved by the Chief of Police or his designee.

## **Article 5 Dues Deduction**

Section 5.1 The Employer agrees to deduct regular F.O.P./O.L.C. dues at such intervals as the F.O.P./O.L.C. notifies the Employer as proper, but no more often than once each month, for any bargaining unit member voluntarily signing a written authorization for dues deduction. The bargaining unit member shall submit the authorization to the Employer's payroll officer. The Employer shall forward a check, for the aggregate of the dues deducted, to the F.O.P.'s designated financial officer, together with an itemized list of the members for whom dues deductions were made. F.O.P./O.L.C. dues and fair share fees shall be paid over by the employer once each month to the F.O.P./O.L.C. at 222 East Town Street, Columbus, OH 43215, or such address as set by the F.O.P./O.L.C. from time to time.

Section 5.2 Bargaining unit employees who choose not to become members of the F.O.P. shall, as a condition of continued employment within thirty (30) calendar days of completion of the initial probationary period or the effective date of this Agreement, whichever is later, pay to the F.O.P. a Fair Share Fee. This provision shall not require any employee to become or remain a member of the F.O.P., nor shall the fair share fee equal or exceed the dues paid by members of the F.O.P. in the same bargaining unit. The F.O.P. is responsible for notifying the Employer of the proportionate amount, if any, of its total dues and fees that were spent on activities that cannot be charged to the fair share fees of non-members during the preceding year. The amount of fair share fees required to be paid by each non-member employee in the unit (during the succeeding year) shall be the amount of the regular dues paid by employees in the unit who are members of the Union less each non-member's proportionate share of the amount of the F.O.P.'s dues and service

fees spent on activities not chargeable to such service fees during the prior year. If an employee challenges the propriety of the F.O.P.'s use of such fee, deductions shall continue, but the funds shall be placed in an interest bearing escrow account until a resolution of the challenge is reached to the provisions of O.R.C. 4117.09(C).

Section 5.3 The Employer shall, when requested by the association, continue to deduct monthly Association dues as in the past.

Section 5.4 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the F.O.P. hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the F.O.P., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the F.O.P.

## **Article 6 No Strike**

Section 6.1 During the life of this Agreement or any extensions hereof, the F.O.P./O.L.C., on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereunder are in effect, there shall be no strikes (including sympathy, unfair labor practice or economic), slowdowns, walkouts, refusals to perform assigned duties, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the operation of the Township. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his or her duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed to have engaged in such a strike on such date or dates.

Section 6.2 In the event any employee covered here under is engaged in any violation of Article 6.1 above, the F.O.P./O.L.C. shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Article 6.1. The F.O.P./O.L.C., its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly, authorize, assert, encourage, participate in, sanction, ratify, condone or lend support to any strike or other activity in violation of this Article.

Section 6.3 Any strike or any other prohibited activity of the employees entered into or called for by the F.O.P./O.L.C. shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 6.4 The Township shall have the right to impose discipline up to and including discharge for any employee, who directly or indirectly, authorizes, asserts, encourages, participates in, sanctions, ratifies, condones or lends support to any strike or other activity in violation of this Article.

Section 6.5 During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout of the bargaining unit employees.

## **Article 7 Probationary Employees**

Section 7.1 Each new employee shall be required to serve a probationary period of twelve (12) months. Unsatisfactory probationary employees shall be separated on or before completion of their probationary period. Upon satisfactory completion of the probationary period, an employee shall be given status as a regular full time employee. Separation of probationary employees shall not be subject to grievance arbitration. The Township shall have the right to extend the probationary period by up to six months in its sole discretion. The Township must give the probationary employee thirty (30) days notice of the Township's decision to extend the probationary period.

## **Article 8 Disciplinary Procedures**

Section 8.1 The tenure of every bargaining unit employee shall be during good behavior and efficient service. No regular full-time employee shall be disciplined except for just cause. The Employer may take disciplinary action against any employee in the bargaining unit only for just cause.

Forms of disciplinary action include, but are not limited to:

1. Verbal warning (written record to be signed by the employee);
2. Written reprimand;
3. Suspension without pay;
4. Discharge from employment.

Section 8.2 Anonymous complaints with no corroborative evidence shall not be cause for disciplinary action. Unsubstantiated or unproven allegations of misconduct made against an employee and appearing in the files shall not be used in any disciplinary action nor be voluntarily shared outside the Department of Police.

Section 8.3 Anytime the Employer or any of his or her representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Discipline shall be carried out in a private and businesslike manner. Discipline shall be administered within a reasonable amount of time from the time the Employer knew that the alleged violation occurred.

Section 8.4 Whenever the Employer or his or her designee determines that an employee may be disciplined (including only suspensions, reductions, or termination), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. Predisciplinary conferences shall be conducted by the Chief of Police or his designee.

Section 8.5 Not less than seventy-two (72) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his or her defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary conference. Failure to pursue one of the three above mentioned options, absent mitigating circumstances, shall constitute the employee's waiver of his or her right to the predisciplinary conference.

Section 8.6 The Employee or his representative may request to postpone the starting time of the predisciplinary conference up to seventy-two (72) hours beyond the original scheduled starting time.

Section 8.7 Discovery shall be available prior to any discipline hearing or evidence to be presented at said hearing. Should any new evidence develop during the hearing, a continuance will be granted the employee or Employer upon request, so that the new evidence may be reviewed by either party.

Section 8.8 At the predisciplinary conference, the Chief of Police or his designee will offer the employee or his or her representative the opportunity to respond to the allegations of misconduct which were outlined to the employee. The Chief of Police or his designee has the option to notify the employee that failure to respond, or failure to respond truthfully may result in further disciplinary action.

Section 8.9 At the predisciplinary conference the employee may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any F.O.P./O.L.C. representative he or she chooses. The employee may sign a waiver for F.O.P./O.L.C. representation on a case-by-case basis. The employee shall provide a list of witnesses to the Chief of Police or his designee as far in advance as possible, but not later than one (1) day prior to the predisciplinary conference. It is the employee's responsibility to notify witnesses that their attendance is desired.

Section 8.10 The employee or his or her representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Chief of Police or his designee concluding as to whether or not the alleged conduct occurred. The Chief of Police or his designee shall issue his or her report to the employee within seven (7) calendar days following the conclusion of the predisciplinary conference. The report shall include the recommendations of the Chief of Police or his designee as to the type of discipline, if any, that is appropriate. The Employer will decide what discipline, if any, is appropriate and issue such discipline to the employee within twenty (20) calendar days of the issuance of the report of the Chief of Police or his designee, if the discipline is discharge.

Section 8.11 Disciplinary action may be appealed through the grievance and

arbitration procedures of this Agreement. The arbitration of disciplinary action shall be limited to only suspensions, demotions or terminations.

Section 8.12 Whenever the Employer or his or her designee(s) interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees being questioned as witnesses shall be so informed.
- B. When an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he or she shall be apprised of the nature of the suspected misconduct as it is known at that time, and his or her right to have the opportunity to have an F.O.P./O.L.C. representative present to advise him during the questioning.
- C. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- D. With the consent of the parties involved, preliminary investigations may be tape recorded. Formal disciplinary hearings shall be tape recorded by the hearing officer. A copy of the recordings shall, at the request of the charged employee, be provided to the employee within three (3) working days of the close of the hearing. The employee may also record the hearing.
- E. Preliminary investigations that require the presence of the employee being investigated and disciplinary hearings shall be held either during an employee's scheduled working hours or at a time in reasonable proximity to his or her shift.
- F. Questioning sessions shall be for reasonable periods and shall allow for personal necessities and rest periods. It is understood that there shall be no period of continuous questioning exceeding two (2) hours without provision for a ten (10) minute rest break.
- G. A polygraph exam, voice stress analysis or other truth determining device will not be mandatory for disciplinary purposes and refusal to take a polygraph exam, voice stress analysis or other truth determining device will not be used as a presumption of guilt.

## **Article 9 Personnel Files**

Section 9.1 Every employee shall be allowed to review the contents of his or her personnel file at all reasonable times upon written request. Memoranda clarifying and

explaining alleged inaccuracies of any document in his or her file may be added to the file by the respective employee.

Section 9.2 An employee shall be promptly notified in writing of all new non-administrative material placed in his or her personnel file. Upon the employee's request, he or she shall receive a copy of any documents contained in his or her personnel file.

Section 9.3 No anonymous material or unsubstantiated allegations of any type shall be included in the employee's official personnel file.

Section 9.4 Personnel files are public records and are controlled by the Public Records Act. The Employer will only allow inspection as provided by law.

Section 9.5 If an unfavorable statement or notation is in the file, an Employee will have the right to submit a statement of rebuttal or explanation that will be placed in his file.

## **Article 10 Grievance Procedure**

Section 10.1 Definition of a Grievance - A grievance is a difference or dispute between the parties or an employee, concerning the application, meaning or interpretation of the expressed terms of this Agreement, unless otherwise specifically excluded. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 10.2 Employee Rights - In all grievance proceedings, the employee has the right to represent himself or herself or to be represented by an F.O.P./O.L.C. Associate or F.O.P./O.L.C. Staff Representative. Employees proceeding to the arbitration process will be represented by an F.O.P./O.L.C. attorney. If an employee fails to comply with the time limits set forth herein, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration or be made the basis for any action under this Agreement or otherwise. The time limits imposed in this Agreement may be extended at any step by mutual written consent of the parties in that step. A grievant and appropriate witness shall be entitled to be present at any step of the grievance procedure and shall not lose any pay if scheduled to work as result of necessary attendance at a meeting scheduled during working hours. If more than one grievant is involved in any meeting, one of the grievants or the F.O.P./O.L.C. can be the spokesperson.

Section 10.3 Grievance Form - Written grievances shall contain the following information:

- a. A statement of the grievance and facts involved.
- b. The Article and Section of the Agreement allegedly violated.

- c. The remedy requested, and
- d. The signature of the employee and/or his or her representative.

Section 10.4 A grievance may be brought by any member of the bargaining unit or by the F.O.P./O.L.C.. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and shall so indicate that the grievance is a group grievance.

Section 10.5 A grievance may be brought by the Employer. An Employer generated grievance shall be delivered to the F.O.P./O.L.C. Staff Representative within five (5) working days of the date on which the grievance arose or which the Employer became aware of the grievance. The Employer and the F.O.P./O.L.C. shall meet as soon as possible and attempt to resolve the grievance. If the grievance cannot be resolved, the Employer may process the grievance to the Arbitration procedure set forth in this Article.

Section 10.6 Definition of "Working Day" - "Working Days" shall be defined as Monday through Friday, excluding Holidays or any day that the Township Administrative Office is scheduled to be closed for normal business.

Section 10.7 Grievance Steps - Grievances involving the suspension or termination of a bargaining unit employee shall be processed directly to Step 3 of this procedure. All other grievances (except those described in Section 10.5 above) shall be handled in the following manner:

Step 1: - The aggrieved employee or his or her representative shall orally present the facts to his or her appropriate immediate Duty Supervisor within five (5) working days of the date on which the grievance arose or which the employee became aware of the grievance. The Immediate Duty Supervisor shall render a decision within five (5) working days from the date on which the grievance was submitted, and present same to the aggrieved employee or his or her representative.

Step 2: - If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and presented to the Immediate Duty Supervisor within ten (10) working days of the date on which the grievance arose. The Immediate Duty Supervisor shall forward the grievance to the Chief of Police or his designee. The Chief of Police or his designee shall render a decision within five (5) working days from the receipt of the grievance.

Step 3: - If the grievance remains unsettled, within five (5) working days of the Chief of Police's or his designee's written decision, the employee shall file a signed written description of the nature and details of the grievance with the Township Administrator or his or her designee. Any grievance not submitted within the five (5) working day period described above shall be deemed

settled on the basis of the last answer given by the Employer or representative(s). The written grievance shall include all the pertinent facts including exactly what transpired to lead to the lodging of the grievance, the individuals that were involved, and what they allegedly know of the circumstances surrounding the grievance. The Township Administrator/designee shall, within ten (10) working days, present the employee with a written resolution of the grievance. The employee may either accept the proposed resolution by signing it or appeal the grievance to arbitration within 10 days of the Step 2 response. Any grievance not submitted to arbitration with the 10 day period shall be deemed settled on the basis of the last answer given by the Employer or representative.

Step 4: - Arbitration - A grievance unresolved at Step 3 may be submitted to arbitration upon request of the FOP in accordance with the provisions of Section 10.8 of this Article hereinafter set forth.

Section 10.8 The FOP, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the Step 3 answer, the FOP shall notify the Employer of its intent to seek arbitration over an unresolved grievance. The FOP may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the thirty (30) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or representative(s).

- A. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) or the Arbitration and Mediation Service (AMS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are members of the National Academy of Arbitrators from within 100 miles of Cincinnati. If the parties cannot agree, the list will be requested from FMCS. The parties shall choose an arbitrator according to AMS rules. Either party may once reject the list and request another list of nine (9) names until a mutually agreeable arbitrator is selected.
- B. If either party challenges the arbitrability of a grievance, it shall notify the other party of its challenge and intent to raise the issue at the arbitration hearing. At the hearing, the first question to be placed before the arbitrator is whether or not the issue is arbitrable and within his or her jurisdiction to decide. If the arbitrator determines the grievance is arbitrable, the grievance will be heard on its merits before the same arbitrator. The arbitrator shall limit his or her decisions strictly to the interpretation, application, or enforcement of specific Articles of the Agreement.
- C. The decision of the arbitrator shall be final and binding on the grievant, the FOP and the Employer. The arbitrator shall be requested to issue his or her decision within thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

D. The fees and other costs for the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and the cost of the hearing room, if any, shall be borne equally by the Employer and the FOP. The fees and costs, if any, of any non-employee witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the party asking for one, or split equally by the parties if both parties desire a court reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

Section 10.9 When an employee covered by this Agreement chooses to represent himself or herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate FOP representative will be notified of his or her right to be present at the adjustment.

Section 10.10 The FOP shall use a grievance form which shall provide the information outlined in Section 3 of this Article. The FOP shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 10.11 This Article specifically supersedes any conflicting section of Ohio Revised Code and provides sufficient due process to bargaining unit employees.

## **Article 11 Performance Evaluations**

Section 11.1 Signatures of employees shall be required on performance evaluations, and such signing will only mean the employee has read the evaluation. No subsequent evaluation comments may be made on record copies once signed by the employee.

## **Article 12 Labor/Management Meetings**

Section 12.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter, on a mutually agreeable day and time, the Employer and/or its designee(s) shall meet with not more than three (3) representatives of the F.O.P./O.L.C. and the F.O.P./O.L.C. Staff Representative (when requested by the committee) to discuss and to promote a more harmonious labor/management relationship.

Section 12.2 An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The names of these F.O.P./O.L.C. representatives who will be attending shall be furnished by the F.O.P./O.L.C. representatives. The following, by example only, are topics that may be discussed.

1. Discuss the administration of this Agreement.
2. Notify the F.O.P./O.L.C. of changes made by the Employer which affect bargaining unit members of the F.O.P./O.L.C..
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
4. Disseminate general information of interest to the parties
5. Discuss ways to increase productivity and improve efficiency.
6. To consider and discuss health and safety matters relating to employees.

Section 12.3 It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

### **Article 13 Vacations and Holidays**

Section 13.1 Regular full-time employees in the employ of the Employer shall be eligible for a paid vacation pursuant to the following provisions:

After the completion of 1 year	-	95 Hours
After the completion of 5 years	-	142.5 Hours
After the completion of 10 years	-	190 Hours
After the completion of 20 years	-	237.5 Hours
After the completion of 27 years		285 Hours

Section 13.2 Employees will be able to use vacation time in minimum increments of one (1) hour.

Section 13.3 All vacations will be based on the calendar year concept. An employee reaches one year status on the January 1, after their hiring date regardless of when he or she was hired. If, however, an employee reaches six months status prior to his or her one year status, the employee will be eligible for one week vacation leave.

For example, if an employee is hired in August, he or she shall reach the one year status on the following January 1st. The anniversary date for vacation calculation shall become the January 1st prior to hiring for all employees hired subsequent to the effective date of this agreement. The amount of vacation due each employee, according to the above formula, shall be credited to each employee.

Section 13.4 Vacation time requests will be granted by seniority within squad. After an employee makes his or her initial selection he or she will go to the bottom of the

seniority list. Vacation time requests must be approved by the Chief of Police or his designee.

Section 13.5 When an employee resigns from the Police Department, he or she is entitled to payment for earned, but unused vacation time.

Section 13.6 All vacation time must be used in the same calendar year as accrued, except that employees may carryover a maximum of 38 hours of vacation time into the next calendar year.

Section 13.7 Vacation picks will begin the 1st day of February. If an employee schedules his or her vacation in January and/or February, the request must be approved by the Chief of Police or his designee and this will not count as his or her first pick. Vacation picks will be finished by the end of March.

Section 13.8 Once an employee is notified of his or her turn to choose vacation days, he or she has 72 hours to notify the Chief of Police or his designee of his or her selection and if not done in 72 hours, the employee will be placed on the bottom of the seniority list unless there is a reasonable excuse.

Section 13.9 Vacation credit for prior law enforcement employment and Public Service in the State of Ohio shall be determined according to the law of the State of Ohio.

Section 13.10 Each police officer shall receive the following paid Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. Employees who are required to work on any of the above holidays shall receive one and one-half (1-1/2) times their regular rate of pay for each hour worked, in addition to the holiday pay. All holiday pay will be credited to the officer's compensatory time account as it is earned. An officer must be employed by the Township on the date a holiday occurs in order to receive payment for that holiday.

## **Article 14**

### **Schedule, Hours of Work & Overtime**

Section 14.1 Schedules shall be posted at least one (1) month in advance of scheduled work.

Section 14.2 Work Day – Generally, the regular work day shall consist of nine and one-half (9-1/2) hours each. A day shall be defined as a full 24 hour period. A day shall begin with the employee's starting time. The work period for employees shall consist of a twenty-eight (28) day period.

Section 14.3 Overtime - An employee working in excess of 171 hours during a work period or in excess of nine and one-half (9-1/2) hours on his or her assigned shift shall be compensated at the rate of one and one-half (1-1/2) of his or her hourly rate in effect for

such excess time. Any employee who works on a scheduled off day shall be compensated at the rate of one and one-half (1-1/2) times his or her hourly rate except where it is agreed that the employee will work such a day off for another off day. Only actual hours worked will be used for the purpose of calculating overtime. Vacation, compensatory time, sick time, and injured on-duty time shall be considered actual hours worked. In the case of range time, court time, and call-in pay, only hours or fractions thereof actually engaged in court duties, range duties, or call-in duties will be considered actual hours worked for the purpose of calculating overtime. If an employee is required to report to headquarters, and then travel to court or the range, then that travel time from headquarters and back will be considered actual hours worked. Overtime will be paid at the end of each 28 day-work period.

Section 14.4 No employee shall work in excess of 16 hours within a 24-hour period unless in the case of an emergency. An employee having worked 16 hours within a 24-hour period must be off duty for a minimum of 8 consecutive hours before being allowed to return to work. Exceptions may be made at the discretion of the Chief of Police or his designee. This right may be waived in the event of a declared emergency.

Section 14.5 Compensatory Time - Compensatory time off in lieu of overtime shall be granted at the option of the employee. Any time an employee works overtime, he or she will fill out an overtime slip and copy provided by the Department with all pertinent information. Overtime will be substantiated by a blotter entry. On or before the 27th day of the work period the employee shall advise, in writing, the Chief of Police or his designee whether his or her non-scheduled overtime, if any, accumulated in the work period, or any part of the overtime, should be paid or accumulated as compensatory time. If no notification is received from the employee, non-scheduled overtime accumulated during that work period will be placed in the employee's compensatory time bank. Officers may not accrue compensatory time for scheduled overtime. Employees may request, at a maximum of one time per quarter a separate payroll check, to be paid on the last pay date of the quarter, for the purpose of receiving payment for unused compensatory time. An employee shall not accrue compensatory time in excess of one hundred (100) hours. If this occurs, however, the Employer will pay-out the overage on the last payday of each quarter in a separate paycheck. Compensatory time will be paid at the hourly rate in effect for the employee at the time of payment.

Section 14.6 Use of Compensatory Time for Extra Day Off - In the event an officer wants an extra off day, he or she must turn in a compensatory time request form to his or her Immediate Duty Supervisor who in turn will forward same to the Chief of Police or his designee. An officer must (1) turn in the request at least four (4) days in advance, and (2) must receive an answer within 48 hours of the Police Officer's request. Partial compensatory time may be approved by the Immediate Duty Supervisor and does not need to be requested four (4) days in advance.

Section 14.7 Trading Time - Any change to the authorized, posted schedule must be made in writing to the Chief of Police or his designee through the Immediate Duty Supervisor who is affected by the change(s). Such changes are to be signed, or initialed,

by all parties involved in the change. Any change should be submitted at least 48 hours prior to the change. The person's Duty Supervisor is responsible for posting the necessary change to the schedule in the squad room and also provide a copy of such change to the Operations Lieutenant or his designee and the Manager of Support Services. Changes in the patrol schedule will be limited especially as they apply to any one officer. Changes to the patrol schedule will not be considered beyond the switching of a relief on a given day, or one officer working a relief for another officer for one day. No change in the patrol schedule will take place wherein any of the following would take place as a result of the changes:

- (a) The change would require an officer to work more than six (6) days in a row
- (b) The change would require an officer to report back to his or her relief in less than eight hours from his or her previous relief.
- (c) The change involves an officer who is assigned as Investigator switching to exchange reliefs with an officer assigned to patrol.
- (d) All time traded shall be paid back by the end of each calendar year so as to begin the next calendar year with no time owed between employees.

Section 14.8 Call -In Pay - Call - In - Pay is defined as payment for work assigned by a supervisor or designated representative and performed by an employee at a time disconnected from his or her normal and prescheduled hours of work. If an employee is called in with less than seventy-two hours notice, the employee shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times his or her normal hourly pay. In the event an employee is required to work longer than the three (3) hours minimum, he or she will be compensated for actual hours worked at the applicable rate. This shall be paid only during the time the employee is physically performing his or her assignment. This section does not apply in any situation in which the employee has seventy-two hours notice of the call-in assignment.

Section 14.9 Range Overtime - Range overtime, when scheduled, will be compensated at the rate of one and one-half (1-1/2) times the normal rate of pay for each hour worked. Employees will be given a minimum of (2) weeks notice by the Chief of Police or his designee of such scheduled range overtime. Hours worked shall commence upon an officer's departure from the police station and shall end upon his or her return to the police station. Officers are required to report and return to the station when engaged in range activities. In the event an officer must clean his or her weapon upon returning to the station, he or she will receive compensation for the time spent performing such a task provided the task is performed immediately upon the officer's return.

Section 14.10 Court Time - Whenever it is necessary for an off-duty officer to appear either in Municipal Court or any other official court or hearing on matters pertaining to or arising from police business, or to appear before the Prosecutor at his or her request for a pre-trial conference, the officer shall complete a court time record form and submit it to the Chief of Police or his designee. The Chief of Police, his designee, or Operations

Lieutenant or his designee may limit the number of officers who may testify in any given court case.

The off duty officer shall receive a minimum of three (3) hours pay at the rate of one and one-half (1-1/2) times his or her normal pay. In the event an officer is in court longer than the three (3) hours minimum, he or she will be compensated for actual hours worked at the rate of one and one-half (1-1/2) times his or her normal rate of pay, provided he or she obtains a court time slip signed by an employee of the court (i.e. bailiff, judge, court reporter, clerk) for those hours.

For any off duty court appearance that requires an officer to testify outside the Hamilton County area, the court time will begin when the officer leaves headquarters and end when he or she returns. The Township will provide transportation to and from this court appearance.

## **Article 15 Insurance**

Section 15.1 Hospitalization and Medical Insurance - Coverage as determined by the Board of Trustees shall be provided for each regular employee who works approximately 80 hours per two week work period on a full time or regular basis.

Bargaining unit employees will pay the same share of health, dental, optical, and life insurance premiums as all other Township employees pay. Beginning August 1, 2009, bargaining unit employees will pay a 10% premium share. Beginning August 1, 2011, bargaining unit employees will pay up to a 12% premium share.

Section 15.2 Police Professional Liability Insurance - Liability insurance shall be maintained by the Board of Trustees according to the current coverage of \$1 million and any increase of cost will be covered by the Township Board of Trustees. The Township Board of Trustees have the right to change the insurance carrier as long as the coverage is not decreased.

## **Article 16 Police Physicals**

Section 16.1 The Board of Trustees will continue to provide each employee with a complete physical (every 2 years if under 40 years of age and yearly if over 40 years of age). The physical will be conducted by a physician of the Township's choosing. Each employee must comply with the physicians' recommendations within the time frame specified in any report.

## **Article 17 Uniforms**

Section 17.1 The Township Trustees shall continue to provide employees with complete

uniforms as prescribed by the Chief of Police or his designee with the exclusion of belts, socks, underwear, and gloves.

Belts and Socks must be black. Shoes must be black with a plain toe. Authorized black boots may be worn. Holsters shall be black basketweave. Weapons shall be as prescribed by the Chief of Police or his designee. Bullet proof vests shall be replaced according to need in the sole discretion of the Chief of Police or his designee.

Section 17.2 Any new piece of equipment that the Chief of Police or his designee requires personnel to possess in the performance of their duties shall be purchased by the Employer. Employees shall receive replacement uniform items on an as needed basis

Section 17.3 Dry cleaning of official uniforms shall be maintained by the Township and any increases will be covered by the Township.

Section 17.4 The Township shall replace any personal items, within reason, which are damaged or lost in the performance of official duties, such as wrist watches, eye glasses, and contact lenses. A limit of \$300.00 shall be placed on each item to be reimbursed. Documentation indicating replacement cost must be submitted for approval by the Chief of Police or his designee before purchase of the replacement item. After purchase, receipt must be submitted.

## **Article 18 Layoff and Recall**

Section 18.1 When the Employer determines that a long term layoff or job abolishment is necessary, he or she shall notify the affected employees ten (10) working days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 18.2 Employees who are laid off shall be placed on a recall list for the period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform in the work classification to which they are recalled without further training. If additional training is required to enable a laid off employee to meet minimum job requirements, the Employer will make every effort to make such training available to the laid off employee.

Section 18.3 Notice of recall shall be sent to the employee by certified mail with a copy to the F.O.P. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, upon receipt requested, to the last mailing address provided in writing by the employee. It is the responsibility of the employee to provide the Employer with written notice of any change of telephone number and/or address during his or her layoff period.

Section 18.4 The recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of his or her intention to return to work, and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 18.5 In the event of a lay-off, employees shall be laid off according to seniority, with the least senior employee being laid off first. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer.

**Article 19  
Wages & Longevity**

Section 19.1 Effective on the dates set forth below, bargaining unit employees shall receive wage compensation according to the following schedule:

Length of Employment	1/1/2012 (0.00%)	1/1/2013 (0.00%)
1st Year	\$24.40	\$24.40
2nd Year	\$26.49	\$26.49
3rd Year	\$28.30	\$28.30
4th Year	\$30.63	\$30.63

Section 19.2 Investigators will receive an additional \$.50 per hour above the stated rates.

Section 19.3 Acting Supervisors - Any police officer scheduled to work as a shift supervisor or Field Training Officer (FTO) shall be paid an additional \$1.00 per hour for each hour he or she serves in such a capacity.

Section 19.4 Longevity The Board of Township Trustees shall pay employees the rate of \$5.00/month for each month of service after the first 24 months of service as a police officer with a maximum limit of one thousand five hundred dollars (\$1,500.00). For the purpose of determining anniversary dates for longevity pay, the first day of the month in which the officer was hired shall be used as the anniversary date for longevity purposes only. The longevity pay shall be paid once each year on the 2nd payday of June of each year. The figures will be computed by the Human Resources Department on a fiscal year of May 1 to April 30 and the figures presented to the Board of Trustees, Township Clerk and Township Administrator by the 15th day of May.

Section 19.5 Prior Experience - The Employer may determine the appropriate placement of new police officer hires within the pay steps established by this labor agreement, but in no case shall a new hire be placed higher than step 2. A new hire placed in a higher step will proceed to the subsequent step on each anniversary date of his or her hire.

**Article 20**  
**Leaves - Paid & Unpaid**

Section 20.1 Sick Leave - Employees shall accrue 5.48 hours of sick leave bi-weekly. Employees may use sick leave for absence due to personal illness, exposure to a contagious disease which could be communicated to other employees, or for illness in the employee's immediate family. Unused sick leave shall be accumulative to a maximum of 2850 hours for current employees as of October 1, 2008. When all other Township unions reduce sick leave accrual caps to an equivalent of one year of work time, all employees hired after that date shall accumulate a maximum of 2,196 hours of sick leave. When sick leave is used, it shall be deducted from the employee's credit on the basis of one hour for every hour of absence from previously scheduled work. Upon the retirement of an employee under the state retirement system an employee will be entitled to a pay-out of twenty percent (20%) of his or her accrued sick leave. The rate of pay shall be the employees then existing hourly rate. This pay-out shall also be paid to the employee's spouse or estate upon the employee's death while employed by Delhi Township.

Section 20.2 Use of Sick Leave - Sick Leave may be used as follows:

- (a) For absence of employee due to illness, injury or exposure to contagious diseases which could be communicated to other employees.
- (b) For absences due to a medical emergency of an immediate family member where the employee's presence is unavoidably necessary, or for medical, dental, or optical examinations or treatments for the employee or his immediate family upon prior approval of his or her immediate supervisor. Additionally, employees shall only use sick leave for the foregoing purposes after providing sufficient proof of the necessity of such use to the Chief of Police or his designee, which will be determined in the sole discretion of the Chief of Police or his designee. Immediate family is defined as spouse, child, parent, and same residence dependents.
- (c) For absence due to death in the family of the employee. Relationships recognized and for which leave will be granted: father, mother, wife, husband, parent-in-law, step-parent, child, step-child, brother, sister, aunt, uncle, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law, or sister-in-law. Other relatives living in the same household shall be considered as family. Absence due to such situation shall not exceed three (3) days. Upon approval of the Chief of Police or his designee, bereavement leave in excess of three (3) days for out-of-state deaths may also be charged to the accrued sick time.
- (d) Where injury leave has expired and the employee must be absent from work for an additional period due to injury.

The Township reserves the right to take disciplinary action up to and including

discharge against any employee who is guilty of submitting a false claim, or for working for another employer while on sick leave and is physically capable of performing his or her assigned duties.

### Section 20.3 Injury Leave

- a.) In the event of a service connected occupational injury incurred in the course of and arising out of employment with the Township of Delhi, The Township will supplement the officers pay to compensate the officer for the difference between workers' compensation benefits and his or her regular pay, on the basis of full hours. Injury leave will be denied an employee when Management has proven the injury has resulted from horseplay by the employee. An employee will be notified by Management if his or her request is denied and the reasons therefor. Any denial of injury leave is subject to the grievance and arbitration procedure upon submission of the grievance by the employee. The length of injury leave shall be based upon the advice of the attending physician, but shall not exceed 365 calendar days. In the event of a dispute as to the length of leave authorized herein, the Township and the employee shall mutually agree on a disinterested physician to make the final determination which shall be binding upon both parties. The cost of the disinterested physician shall be shared equally between the Township and the employee. After the 365 day period, a review committee consisting of a FOP Representative, the Chief of Police or his designee and the Township Administrator shall meet to review the injury and consider a request for the leave to be extended if deemed appropriate.
- b.) Reinstatement - An employee absent from work according to the paragraph above, shall be entitled to reinstatement at the current grade and step of pay.
- c.) False Claim - The Township reserves the right to take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim or for working for another employer while on injury leave and is physically capable of performing his or her assigned duties.

Section 20.4 Military Leave - The Township will comply with applicable state and federal law as they apply to military duty.

Section 20.5 FMLA Leave - Employees and the Township shall comply with the provisions of the federal Family & Medical Leave Act and related provisions/procedures set by Delhi Township.

Section 20.6 Donation of Sick Leave - Donations of accrued sick time may be made to an officer who, as specified by a qualified physician, is 1) physically or mentally unable to perform the duties of a police officer and 2) has completely depleted his or her sick leave bank. Such a donation must be approved by the Police Chief or his designee and shall be non-refundable once donated. In no case will donated time be employed to extend an

employee's period of active duty beyond any applicable pension system retirement eligibility date.

Section 20.7 Jury Duty - The employer shall grant full pay to an officer if he or she is summoned for jury duty. In order to qualify for such pay, the employee must notify the Chief of Police or his designee of his or her selection for jury duty at least one week prior to its commencement. An employee released from jury duty prior to the end of his or her scheduled work day must report promptly to work for the hours remaining in his or her shift.

## **Article 21 Off Duty Employment**

Section 21.1 If there are any disputes as to off duty outside employment they will be subject to the grievance procedure of the collective bargaining agreement. Any off duty outside employment should not interfere with the job of the police officer nor in any way be in conflict with that position. The outside employment may not involve a situation where a police officer in some way uses his or her office or position as police officer to further the interest of his or her outside employment.

## **Article 22 Non-Discrimination**

Section 22.1 The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. The employee shall share equally with the Employer the responsibility for applying this provision of the Agreement. Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

## **Article 23 Education**

Section 23.1 The Board of Trustees, on an individual basis, will consider reimbursing any full time Township employee for courses which apply to a degree in criminal justice, or for a degree program or education that directly relates to the performance of his or her duties. A course must be submitted and approved by the Board prior to its commencement. Each individual request for reimbursement must be in writing within six months of the completion of the course. The writing shall also show the institution offering the course or training, the title of the course and training, and a brief description of the course or training, if not readily apparent in the title of such course. Such request must be submitted to the Chief of Police or his designee with a copy to the Township Administrator. Employees may take courses at the recognized institution of their choice. The reimbursement amount awarded for such courses shall not exceed the current in-state tuition rate used by the University of Cincinnati. Employees who have received tuition reimbursement and leave the employ of Delhi Township (except for disability retirement) shall reimburse the Township according

to the following schedule:

- a. all tuition within three years prior to date of separation - 25% of amount paid.
- b. all tuition within two years prior to separation - 50% of amount paid
- c. all tuition within one year prior to separation - 75% of the amount paid

Proof of successful completion of a course must be presented to the Board before reimbursement is made. Successful completion shall be defined as: 1) a grade of C or better for an undergraduate course; 2) a grade of B or better for a graduate course. If a course is graded on a pass/fail basis, a grade of pass or satisfactory shall also constitute successful completion. The Township reserves the right to refuse approval to a course or program of study.

## **Article 24**

### **Guidelines for Negotiations**

Section 24.1 This Article shall control the procedures utilized by the Township and the F.O.P./O.L.C. for the purpose of negotiating any items which have become negotiable pursuant to the terms of any re-opener provision set forth elsewhere in this Agreement or for the purpose of negotiating mandatory subjects of bargaining which have been properly raised by either the Township and/or the F.O.P./O.L.C. with respect to an agreement to succeed and/or replace this Agreement.

Section 24.2 The negotiations resulting from a re-opener provision set forth elsewhere in this Agreement shall be inaugurated at the time and in the manner specified in such re-opener provision. Any negotiations for an agreement to succeed and/or replace this Agreement shall be inaugurated by the party seeking such negotiations delivering a written notice of such intent to the other not less than 90 calendar days before the expiration date of this Agreement .

Section 24.3 Negotiation meetings between said bargaining committees shall be private and scheduled for mutually satisfactory times and place(s).

Section 24.4 During the time period of negotiations between the two bargaining committees, no oral or written publication of the contents or the progress or the lack of progress of the negotiation shall be made to anyone by either party or by either bargaining committee or the persons comprising said bargaining committee provided, however, that the Township's bargaining committee may inform the Chief of Police and Trustees and the F.O.P./O.L.C.'s bargaining committee may inform the officers of the F.O.P./O.L.C. of such events but none of the persons who are thus informed may disclose and/or publish such information to any other person.

**Article 25**  
**Modification and Separability**

Section 25.1 Unless otherwise specifically provided herein, the provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours, and working conditions. Therefore, the Employer and the Union for the term of this Agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the Employer and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

Section 25.2 Should any provision of this Agreement be found to be illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 25.3 In the event of invalidation of any Article or Section, as described above in Paragraph 2., the parties agree to meet within thirty (30) days of such action for the purpose of renegotiating said Article or Section.

Section 25.4 The parties agree that this Agreement will be the sole and exclusive recourse available to Employees and the parties hereto, and where provisions of this Agreement conflict with otherwise applicable provisions of Ohio Law, this Agreement shall prevail pursuant to Ohio Revised Code Section 4117.10(A).

**Article 26**  
**Safety**

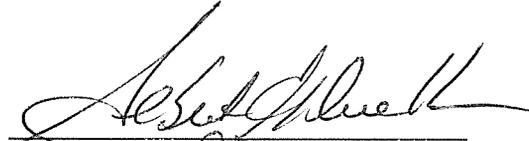
The FOP may raise safety issues with the department for discussion during labor/management meetings.

**Article 27**  
**Duration**

Section 27.1 This Agreement shall be in force from October 1, 2011 through September 30, 2013. It is agreed that this Agreement shall renew itself automatically from year to year after September 30, 2011 unless either of the parties hereto notifies the other party within ninety (90) days prior to the expiration date of its intention to terminate or modify the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this  
13th day of July, 2011.

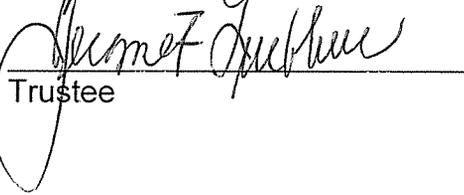
Township of Delhi:



Trustee



Trustee



Trustee

Fraternal Order of Police  
Ohio Labor Council, Inc.:



Representative



Representative

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MEMORANDUM OF UNDERSTANDING

July 27, 2011

This Memorandum of Understanding (MOU) is entered into by Delhi Township, Hamilton County, Ohio (Township) and The Fraternal Order of Police Gold Unit, Ohio Labor Council, Inc.

The Association and the Township jointly agree that the date of September 30, 2011, as stated in Section 27.1 of the contract dated October 1, 2011 was a typographical error and is hereby changed to, September 30, 2013.

  
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Fraternal Order of Police Gold Unit, Ohio Labor Council, Inc.  
*BLUE (RLS, COM)*

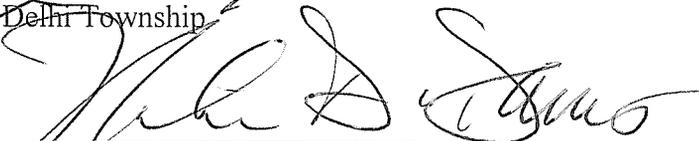
8 / 23 / 11  
Date signed

  
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Fraternal Order of Police Gold Unit, Ohio Labor Council, Inc.  
*BIVE (RLS, SM)*

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Date signed

  
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Delhi Township

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Date signed

  
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