

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Franklin County Sheriff (Employer) and the FOP, Ohio Labor Council, Inc. (Union) for the purpose of amending and modifying Section 1 of Article 2 (Recognition) of the collective bargaining agreement between them covering the term January 1, 2015 through December 31, 2017 in Case No. 2014-MED-09-1153.

**Whereas** the State Employment Relations Board has approved an amendment to the certification of the bargaining unit covered by this Agreement; and

**Whereas** the parties wish to have the contractual language accurately reflect the bargaining unit covered by this collective bargaining agreement;

**The parties therefore agree that** Section 1 of Article 2 shall read as follows:

**Section 2.1 Recognition**

The Sheriff hereby recognizes the Union as the sole and exclusive representative for all employees included within the bargaining units described in this Article in matters relating to wages, hours and other terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of an agreement between the parties, and the resolution of questions arising under this agreement.

Included: All Correctional Mental Health Coordinators, Correctional Program Specialists, Chaplain, Programmer Analysts, Data Security Specialists, and Data Systems Coordinators as per the State Employment Relations Board in case number 2015-REP-04-0048, June 4, 2015.

Excluded: All other employees.

When the Sheriff determines that a bargaining unit employee and/or position otherwise covered by this Agreement acts in a fiduciary capacity pursuant to Section 124.11 of the Ohio Revised Code, he or his designee shall notify the Union, in writing, of said determination, and upon agreement the employee and/or position shall be removed from the bargaining unit. The parties will then jointly amend the certified unit. Disputes over the fiduciary capacity of an employee or position shall be resolved through arbitration. If the Sheriff changes the bargaining unit status of an employee and/or position for a reason other than a fiduciary capacity, the Sheriff shall notify the Union, in writing, of said change and upon agreement the employee or position shall be removed from the bargaining unit. Disputes over inclusion and exclusion of all newly created, abolished, or merged positions, or status changes, and title changes shall be resolved at the State Employment Relations Board. In cases of agreement on unit changes, the parties will prepare an addendum to the agreement.

**The parties further agree** that all other articles and sections of the Contract not specifically modified and amended by this M. O. U. as stated above including all other sections of Article 2, shall continue in full force and effect until the expiration of the Agreement and until a successor agreement has been negotiated between the parties.

Date 7-7-15

**For the Franklin County Sheriff's Office:**

  
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Sheriff Zach Scott  
Franklin County Sheriff

**For the Fraternal Order of Police, Ohio Labor Council:**

  
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Andrea H. Johan, Staff Representative  
  
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Christine Shannon, Bargaining Team Member  
  
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Vincent Galluppi, Bargaining Team Member