

04-22-16
14-MED-10-1482
0655-05
K32320

MEMORANDUM OF UNDERSTANDING

ERIE COUNTY SHERIFF AND FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL – CORRECTIONS SERGEANTS AND CORRECTIONS OFFICERS UNIT.

The Erie County Sheriff ("Sheriff") and the Fraternal Order of Police, Ohio Labor Council representing Corrections Sergeants and Corrections Officers, agree to the following:

1. Under the Collective Bargaining Agreement, probationary employees are afforded the same rights as non-probationary employees except for those specific exceptions set forth in Article 7.
2. Article 35.01 shall be replaced in its entirety with the following:

35.01. Any present employee of the Erie County Sheriff's Office who is a member of the Union on the effective date of this Agreement, or any employee who becomes a member during the life of the Agreement and who thereafter resigns from the Union during the terms of this Agreement, or any present member or any new employee who elects not to become a member of the Union shall pay to the Union a fair share fee. For new employees, the requirement to pay to the Union a fair share fee shall commence on or after the probationary period set forth in Article 7 or (60) sixty days following the beginning of employment, whichever is less. These provisions shall not require any employee to become or remain a member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The amount of fair share fees required to be paid by each non-member employee in the unit shall be the amount of the regular dues paid by the employees in the unit who are members of the Union less each non-member's proportionate share of the amount of the Union's dues and fair share fees spent on activities not chargeable to such fair share fees, if any. The Union shall prescribe an internal procedure to determine a rebate, if any, of the fair share fee. At the end of each calendar year the Union shall notify the Employer of the content and implementation results of its internal rebate procedure. If any employee challenges the propriety of the Union's use of such fee, deductions shall continue, but the funds shall be placed in an interest-bearing escrow account jointly administered by the Employer and the Union, until a resolution of the challenge is reached pursuant to the provision of O.R.C. 4117.09(C) or through proceedings in the courts.

3. The parties acknowledge and agree that the Sheriff shall not be obligated to pay any fair share fees or union dues that were not requested for collection by the Fraternal Order of Police, Ohio Labor Council or its members prior to the effective date of this MOU. The effective date shall be the date of the final execution below.
4. The parties acknowledge that it is their collective desire that the terms of this memorandum of understanding be included with the current collective bargaining agreement as of the effective date of this MOU.

FOR THE UNION:

Jackie Wegman
Name: _____

4/19/16
Date

FOR THE SHERIFF:

Paul A. Sigsworth
Sheriff Paul A. Sigsworth

4/19/2016
Date

Name: _____

Date