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Collective Bargaining Agreement

Between

The Marion County Sheriff's Office

and

the Florida State Lodge Fraternal Order of Police

**Certification Number 1742
Deputies and Corporals**

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1 **PREAMBLE**

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3 This Agreement is entered into between the Sheriff of Marion County, Florida
4 (hereinafter referred as the “Sheriff” or “the MCSO”) and the Florida State Lodge
5 Fraternal Order of Police, (hereinafter referred to as the “FOP”). It is the intent and
6 purpose of this Agreement to assure sound and mutually beneficial working and
7 economic relationships between the parties concerning rates of pay, wages, hours
8 of employment, and other terms and conditions of employment. It is mutually
9 understood and declared to be the public policy of the Sheriff and the FOP to
10 promote harmonious and cooperative relationships between the Sheriff and its
11 employees, and to protect the public by assuring, at all times, the orderly and
12 uninterrupted operations and functions of government. The above language is a
13 statement of intent and not subject to the grievance procedure set forth in this
14 Agreement.

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1 **ARTICLE 1**

2 **RECOGNITION**

- 3
- 4 A. The Sheriff's Office acknowledges that the Public Employees Relations
5 Commission (hereinafter called "PERC") has certified the FOP as the
6 exclusive collective bargaining agent for the bargaining unit certified by
7 PERC in Certification No. 1742, to include classifications of deputy and
8 corporal, except any deputy classified as public integrity deputy, public
9 information officer, or staff inspector, and to exclude all sworn law
10 enforcement personnel of the MCSO assigned to the law enforcement
11 division in the classifications of sergeant, lieutenant, captain, major, Chief
12 of Staff, Sheriff, part-time and reserve/auxiliary Deputies, all non-sworn
13 employees of the MCSO and any deputy sheriff not specifically included.
- 14 B. Recognition and the terms and conditions of this agreement will terminate
15 immediately upon the revocation of certification by PERC. This
16 agreement is intended to specifically exclude all other member
17 classifications, whether full-time, part-time, compensated, or non-
18 compensated officers, members, or reserve members.
- 19 C. The Sheriff will not be called upon to recognize the FOP as a bargaining
20 agent for any of the MCSO's employees other than those included in the
21 certified unit set forth above, in the absence of a new certification by
22 PERC. Clarifications of and amendments to the bargaining unit as defined
23 above shall be by mutual consent of the Sheriff and the FOP, or in the
24 case of a dispute, by determination of PERC. This shall in no way restrict

1 the right of the Sheriff to create, abolish, reclassify and/or modify job
2 duties, descriptions or positions.

3 D. The Sheriff agrees to notify the Union at ttucker@fop.net the name of any
4 newly sworn bargaining unit member within thirty (30) days of swearing in
5 by the Sheriff.

6 E. For purposes of this Agreement, the term "Sheriff" shall mean the Marion
7 County Sheriff's Office; the term "County" shall mean the Marion County
8 Board of County Commissioners; and the term "FOP" shall mean the
9 Florida State Lodge Fraternal Order of Police.

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ARTICLE 2

GENDER REFERENCE

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

1 **ARTICLE 3**

2 **DUES CHECKOFF**

3
4 A. Unless prohibited by law, during the term of this Agreement the Sheriff
5 agrees to deduct FOP membership dues in an amount established by the
6 FOP and certified in writing to the Sheriff by the President of the FOP from
7 the pay of those members in the bargaining unit who individually make
8 such requests on a written check-off authorization form provided by the
9 FOP. Such deductions will be made when other payroll deductions are
10 made and will begin with the pay for the first full pay period following
11 receipt of the authorization. The FOP shall pay to the MCSO an annual
12 fee of \$280.00 for administration of dues check-off, payable on January 1st
13 of each calendar year.

14 B. This Article applies only to the deduction of membership dues, if any, and
15 shall not apply to the collection of any fines, penalties or assessments.

16 C. Deductions for FOP dues shall continue until either:

17 (1) Revoked by the member by providing the Sheriff and the
18 FOP with thirty (30) days written notice that he is terminating
19 the prior checkoff authorization, using the form set forth in
20 this Article.

21 (2) Revoked pursuant to Section 447.507, Florida Statutes;

22 (3) The termination of employment; or

23 (4) The transfer, promotion or demotion of the member out of
24 this bargaining unit.

1 D. If these deductions are continued when any of the above situations occur,
2 the FOP shall, upon notice of the error, reimburse the member for the
3 deduction that was improperly withheld. Instructions to stop payment of
4 FOP dues form is set forth in this Article.

5 E. In the event a member's salary earnings within any pay period after
6 deductions for withholding, social security, retirement, health insurance
7 and other priority deductions are not sufficient to cover FOP dues, it will be
8 the responsibility of the FOP to collect its dues for that pay period directly
9 from the member.

10 F. The Sheriff will not be required to process dues checkoff authorization
11 forms that are:

- 12 (1) Incorrectly and/or incompletely filled out;
- 13 (2) Post dated; or
- 14 (3) Submitted to the Sheriff more than sixty (60) days following
15 the date of the member's signature.

16 G. The FOP shall indemnify, defend and hold the Sheriff, its officers, officials,
17 agents, and members harmless against any claim, demand, suit or liability
18 (monetary or otherwise) and for all legal costs arising from any action
19 taken or not taken by the Sheriff, its officials, agents, and members in
20 complying with this Article. The FOP shall promptly refund to the Sheriff
21 any funds received in accordance with this Article which are in excess of
22 the amount of dues which the Sheriff has agreed to deduct. The appendix
23 entitled termination of deduction should read:

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Instructions to Stop Payment/Deduction of FOP Dues

I hereby instruct the Sheriff of Marion County to stop deducting from my paycheck each month the current regular monthly FOP dues. A copy of these instructions has been sent to the FOP in compliance with Florida Statutes.

Name: _____

Address: _____

Signature: _____

Date: _____

- H. In the event Florida law is amended at any time during this Agreement to prohibit or restrict the deduction of union dues, this article shall become null and void.
- I. The Sheriff shall not provide dues deductions for any other labor organization registered with the Florida Public Employees Relations Commission (PERC).

1 **ARTICLE 4**

2 **NON-DISCRIMINATION**

3
4 A. The Sheriff and the FOP fully recognize that the Sheriff has established an
5 internal procedure to investigate and resolve alleged cases of
6 discrimination, which is in addition to existing adequate procedures
7 established by the State of Florida and the federal government.
8 Accordingly, it is agreed that allegations of employment discrimination
9 shall be processed either through the Sheriff's internal procedure, or in
10 accordance with State or Federal law, and cannot be processed through
11 the contractual grievance procedure.

12 B. The Sheriff and the FOP agree that bargaining unit members will not be
13 discriminated against for engaging in protected activity on behalf of the
14 FOP, or for belonging or not belonging to the FOP. Alleged violations of
15 this Section shall be pursued in accordance with Chapter 447, Florida
16 Statutes, and cannot be processed through the contractual grievance
17 procedure.

1 **ARTICLE 5**

2 **FOP REPRESENTATIVES AND UNION BUSINESS**

3
4 A. The Sheriff agrees that during the term of this Agreement he is obligated
5 to deal only with the authorized representatives of the FOP bargaining
6 unit. FOP bargaining unit agrees to notify the Sheriff of the name of such
7 authorized representatives as of the execution of this Agreement and each
8 replacement thereafter during the term of this Agreement.

9 B. Authorized representative shall be defined as duly elected or appointed
10 stewards of the FOP, provided that notification has been provided in
11 writing to the Office of the Sheriff at least seven (7) days in advance. Until
12 such notice is received, the Sheriff is under no obligation to recognize
13 the individual as an authorized representative of the FOP bargaining unit.

14 C. The FOP bargaining unit likewise agrees that during the term of this
15 agreement the FOP bargaining unit and the employees covered
16 hereunder shall deal only with the Sheriff or his/her representative in
17 matters requiring mutual consent or other official action.

18 **BULLETIN BOARDS**

19
20 A. The Sheriff agrees to furnish the FOP with access to an electronic bulletin
21 board FOP page within the Sheriff's current electronic bulletin board
22 system accessible by all employees. Access will be coordinated by the
23 Sheriff's Division of Support Services-Office of Employee Services.

24 B. The FOP bulletin board shall be used only for the following notices:

- 1 (1) Recreation and social affairs of the Association;
- 2 (2) FOP meetings;
- 3 (3) FOP elections;
- 4 (4) FOP benefits programs;
- 5 (5) Current FOP contract; and
- 6 (6) Other materials pertaining to the welfare of the Sheriff or the
- 7 FOP members.

8 C. Notices posted on the bulletin board shall not contain anything reflecting
9 adversely on the Sheriff, or on any of its officers or members: nor shall it
10 contain any posted material which violates or has the effect of violating
11 any law, rule, regulation, or policy of the Sheriff's Office. Posted notices
12 shall not contain partisan political material.

13 D. All notices shall be from the Sheriff or on FOP letterhead and bear the
14 signature of the FOP authorized representative and a duplicate of each
15 notice shall be delivered or e-mailed in PDF, MS Word format to the
16 Sheriff, or his designee. If the Sheriff believes that the document posted
17 on the bulletin board is not in compliance with this section, his designated
18 representative shall have the right to remove the document and shall
19 notify the FOP within three (3) working days excluding weekends and
20 holidays.

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1 **ARTICLE 6**

2 **GRIEVANCE AND ARBITRATION PROCEDURE**

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4 A. The purpose of this Article is to establish procedures for the fair,
5 expeditious, and orderly adjustment of grievances and is to be used only
6 for the settlement of disputes between the Sheriff and employee, or group
7 of employees, involving the interpretation or application of this Agreement.

8 B. A grievance is defined as a claim of a misinterpretation, misapplication or
9 violation of the specific terms of this Agreement. Any and all disciplinary
10 actions shall not be subject to appeal under this Article, but shall instead
11 be subject to the provisions of the Marion County Sheriff's Civil Service
12 Ordinance.

13 C. A grievance may be submitted under this procedure by one (1) or more
14 aggrieved members or by the Union as a general or class grievance when
15 the matter being grieved involves issues common to the entire bargaining
16 unit. A Union general grievance shall be initially submitted at Step Three
17 within seven (7) calendar days of the occurrence of the matter from which
18 the grievance arose.

19 D. A grievance not submitted within the time limits as prescribed for every
20 step shall be considered untimely and shall be forfeited as being void. A
21 grievance not appealed to the next step within the time limits established
22 by this grievance procedure shall be considered either settled on the basis
23 of the last answer provided by the MCSO or that the grievant elected not
24 to proceed any further. A grievance not answered within the limits

1 prescribed for the Sheriff at each step shall entitle the employee or Union
2 to advance the grievance to the next step. The time limits prescribed
3 herein may be extended by mutual agreement of the Union and Sheriff in
4 writing.

5 E. In computing any period of time prescribed or allowed by this Article, the
6 day of the act, event, or default from which the designated period of time
7 begins to run shall not be included. The last day of the period so
8 computed shall be included unless it is a Saturday, Sunday, or holiday
9 recognized by this Agreement, in which event the period shall run until the
10 end of the next day which is neither a Saturday, Sunday, or holiday
11 recognized by this Agreement.

12 F. The requirements in Steps One through Six for written grievances and
13 answers shall not preclude the aggrieved employee, the Union, if
14 applicable, and the Sheriff or his designee from orally discussing and
15 resolving the grievance. Settlement of any grievances shall not constitute
16 a precedent and shall not be considered by any arbitrator in future
17 matters.

18 G. A grievant may be accompanied by a Union representative at any time
19 during the grievance procedure.

20 H. Union representatives who spend time processing grievances pursuant to
21 this Article shall utilize annual leave as set forth in this Agreement. Union
22 representatives must also obtain permission from their immediate

1 supervisor when they are going to be away from their work for any length
2 of time to handle grievances.

3 I. The written grievance, and all steps hereafter, shall contain the following
4 information:

- 5 • A statement of the grievance, including the date of
6 occurrence, and details, and the facts upon which the
7 grievance is based.
- 8 • The article (and section as appropriate) of this
9 Agreement alleged to have been violated.
- 10 • The action, remedy or solution requested by the
11 employee.
- 12 • The signature of the aggrieved employee, or the Union
13 representative in case of class grievances.
- 14 • The date submitted.
- 15 • If a class action grievance, the grievance must
16 specifically identify the names of the employees for
17 whom any remedy may be sought in such grievance.

18 Failure to include any of this information in the grievance shall render the
19 grievance null and void.

20 J. Steps

21 Grievances shall be resolved in a timely and orderly manner as outlined in
22 the steps specified by this contract.

23 Step 1

- 1 1. The aggrieved employee must meet with his/her immediate
2 superior within five (5) working days of the grievance
3 occurrence, or within five (5) working days of first knowledge
4 of the occurrence.
- 5 2. The supervisor shall make a decision and orally
6 communicate this decision to the employee within five (5)
7 working days of the presentation of the grievance. Every
8 effort will be made by the employee and supervisor to
9 resolve the grievance at this level.

10 **Step 2**

- 11 1. If the grievance is not resolved during discussion with the
12 immediate supervisor (Step One), the employee must submit
13 to the supervisor a written grievance within five (5) working
14 days of the conclusion of Step One.
- 15 2. The written grievance at this and all subsequent steps shall
16 contain a statement of the grievance and the facts upon
17 which it is based, the alleged violation of the specific
18 provisions of the contract, the remedy or adjustment sought
19 and the signature of the aggrieved and the date of
20 submission.
- 21 3. The written grievance shall be accomplished by the
22 aggrieved employee submitting a copy of the form, along

1 with any supporting documentation to his/her immediate
2 supervisor and to the Human Resources Department.

3 4. The employee's immediate supervisor shall respond in
4 writing to this grievance within five (5) working days of
5 receipt of the written grievance.

6 5. The written response at this and subsequent steps shall
7 contain the following information:

8 (a) Acknowledgement of receipt of the grievance by
9 noting the date and time on the grievance forms.

10 (b) An affirmation or denial of the facts upon which this
11 grievance is based.

12 (c) An analysis of the alleged violation.

13 (d) A statement affirming or denying the allegations in
14 the grievance.

15 (e) The remedy or adjustment, if any, to be made, or
16 concurrence or disagreement with remedy sought
17 by the employee.

18 (f) The signature of the supervisor and date

19 6. The supervisor may agree with the facts, but not with the
20 remedy sought by the employee; or may agree with
21 suggested remedy, but feel the facts are subject to dispute.

22 In either case of above, the supervisor should document

1 his/her agreement and/or disagreement with the suggested
2 remedy and/or the facts as he/she knows them.

3 7. The written response shall be made by completing the
4 appropriate block on the Report of Grievance Form
5 (attached to this Agreement as an appendix), along with
6 additional documentation, if necessary, and returning it to
7 the aggrieved employee with a copy of the form and all
8 documentation to the Human Resources Department.

9 8. If the solution is acceptable to the employee, the employee
10 will so note on the form, sign the form and return to the
11 supervisor with a copy to the Human Resources
12 Department.

13 9. At this and any subsequent step, the supervisor may meet
14 with the aggrieved and others to resolve the grievance.

15 **Step 3**

16 1. If the grievance is not resolved with Step Two, the aggrieved
17 employee shall submit a copy of the written grievance with a
18 completed copy of all documentation from Step Two, to
19 his/her next-in-line supervisor within five (5) working days
20 following receipt of his/her immediate supervisor's written
21 response. The employee shall also submit a copy of the form
22 and all documentation to the Human Resources Department.

1 2. The intermediate supervisor shall respond in writing to this
2 grievance within five (5) working days after receipt.

3 (a) The intermediate supervisor may meet with the
4 aggrieved employee, the immediate supervisor, or
5 any other person who may have facts in the case.

6 (b) The intermediate supervisor shall respond in writing.

7 (c) If the solution is acceptable to the employee, the
8 employee will respond as in Step Two.

9 **Step 4**

10 1. If the grievance is not resolved in Step Three, the aggrieved
11 employee shall submit a written grievance (with a completed
12 copy of each preceding step) to each successive supervisor
13 in the chain of command, up to and including the bureau
14 chief, in separate steps. The aggrieved employee shall not
15 bypass anyone in his/her chain of command. Each of these
16 submissions must be made within five (5) working days of
17 receipt of the previous supervisor's written reply.

18 (a) The written submissions shall be sent to each
19 successive supervisor and to the Human Resources
20 Department in the same manner as specified for the
21 immediate supervisor in Step Two.

22 2. Each supervisor, including the division chief, if the grievance
23 is not resolved before reaching him/her, shall respond in

1 writing to the grievance within five (5) working days from the
2 date of receipt.

3 (a) Each successive supervisor's written response shall
4 be in a similar manner as specified in Step Two.

5 **Step 5**

- 6 1. If the grievance is not resolved at Step Four, the aggrieved
7 employee shall submit a written grievance with copies of
8 Steps Two, Three and Four attached, to the Sheriff, or
9 his/her designee, within five (5) working days of the division
10 chief's response. Such written submission shall be in a like
11 manner to those specified for the previous submissions in
12 Step Four.
- 13 2. The Sheriff, or his designee, will conduct a closed meeting
14 with the aggrieved employee within 14 days of receiving the
15 grievance. The Sheriff, or his/her designee, may have others
16 who are party to the grievance, or other staff members,
17 attend. The employee may have representation at the
18 meeting if he/she desires. Additionally, the Sheriff, or his/her
19 designee, may order an internal affairs investigation of the
20 grievance and the actions, investigations or testimony
21 pertinent to the grievance.
- 22 3. The Sheriff, or his/her designee, shall determine a resolution
23 in writing of the grievance within five (5) working days after

1 the hearing unless the Sherriff requires an internal affairs
2 (IA) investigation at which time the resolution will be
3 provided at the conclusion of the IA investigation.

- 4 a. The written response shall be sent to the aggrieved
5 employee, with a copy to the Human Resources
6 Department.

7 **Step 6**

- 8 1. If a grievance as defined in this Article (excluding all
9 disciplinary action) is not resolved at Step Five, the Union
10 may, within five (5) calendar days after receipt of the Step
11 Five written response, submit a written request for arbitration
12 to the Sheriff or his designee. The arbitration procedure is
13 the sole and exclusive right of the FOP. As such, no
14 bargaining unit member shall be authorized to proceed to
15 arbitration without the written authorization of the FOP State
16 Representative.
- 17 2. Within five (5) working days after the date of receipt of the
18 arbitration request, the Union and the Sheriff or his designee
19 shall confer for the purpose of attempting to jointly select an
20 arbitrator.
- 21 3. If the parties fail to mutually agree upon an arbitrator, within
22 seven (7) calendar days after the date of receipt of the
23 arbitration request, a list of seven (7) qualified neutrals shall

1 be requested from the Federal Mediation and Conciliation
2 Service (FMCS) by the Union. A sub-regional panel shall be
3 requested from the FMCS Southern Regional. Within five
4 (5) calendar days after receipt of the list, the parties shall
5 meet and alternately cross out names on the list, and the
6 remaining name shall be the arbitrator. The party requesting
7 arbitration shall strike first. Either party may reject one panel
8 of arbitrators and request that a second panel be provided.

9 4. The arbitrator shall not have the power to add to, subtract
10 from, modify, or alter the terms of this Agreement, and shall
11 confine his decision solely to the interpretation or application
12 of this Agreement. The arbitrator shall not have authority to
13 determine any issues not submitted to him. The arbitrator
14 shall not award any monetary relief to any employee who
15 has not filed a timely written grievance.

16 5. Subject to applicable law, the decision of the arbitrator shall
17 be final and binding upon the aggrieved employee and/or the
18 Union, and the Sheriff.

19 6. The arbitrator's fees and expenses shall be paid by the non-
20 prevailing party. If the award is split, only then shall the fees
21 and expenses be borne equally by the parties to the
22 arbitration, as determined by the arbitrator.

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7. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be treated just like any other judicial court proceeding so long as the witnesses have received authorized subpoenas from the arbitrator. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts, unless the parties otherwise agree to share this cost. Each party shall be responsible for their own attorney's fees and costs.
8. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.

1 **ARTICLE 7**

2 **INTERNAL INVESTIGATIONS**

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A. Whenever a bargaining unit member is under investigation and subject to an interview by any member of the MCSO for any reason which could lead to disciplinary action, demotion, or dismissal, such interview shall be conducted pursuant to the requirements of Section 112.531-534, Florida Statutes, as amended from time to time by the Legislature.

B. In addition to the requirements of Section 112.531-534, Florida Statutes, the Sheriff agrees to abide by the following when conducting internal affairs investigations of bargaining unit employees:

1. The employee under investigation shall not be obligated to give a second statement concerning the same facts elicited in an original interview. This will not preclude an investigator from asking questions at a later time that were not covered by the first statement or to resolve a conflict that arises as a result of new information learned subsequent to the initial interview.
2. The employee under investigation shall be provided a copy or opportunity to review the initial statement or recording prior to the second statement if requested.
3. If the employee under investigation is under arrest, or is likely to be arrested as a result of the interview, he or she shall be fully informed of his or her legal rights prior to any interview.

1 4. At the request of the employee under investigation, he or she
2 shall have the right to be represented during the interview by
3 either a FOP representative or a FOP attorney, or another
4 representative of his or her choosing.

5 5. No employee shall be required to submit to a polygraph test or
6 any device designed to measure the truthfulness of his/her
7 responses during an investigation of a complaint or allegation,
8 nor shall an employee be requested to voluntarily submit to any
9 such device.

10 C. Alleged violations of this Article of the collective bargaining agreement
11 shall not be subject to the grievance procedure contained in this collective
12 bargaining agreement.

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1 **ARTICLE 8**

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3 **LAYOFFS AND RECALL**

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5 A. No bargaining unit employee with regular (non-probationary) status in an
6 affected class shall be subject to layoff while an employee on probationary
7 status is serving in that class.

8 B. In the event of a reduction in force, the MCSO will consider a number of
9 relevant factors in determining selections for layoff, the public interest
10 being of primary importance. Factors to be considered include:

11 (1) Training, experience and position, including certifications.

12 (2) Employee's overall performance/disciplinary record.

13 (3) Seniority.

14 As between two employees, if one and two above are relatively equal,
15 then seniority shall prevail.

16 C. Bargaining unit employees who are laid off shall be placed in reserve
17 status for a period not to exceed nine (9) months. During that nine (9)
18 month period, no new bargaining unit employees will be hired by MCSO
19 until all laid off reserve members of the bargaining unit who are qualified to
20 return to work are offered recall; provided, however, that after nine (9)
21 months of layoff, an employee's re-employment rights under this
22 Agreement shall cease.

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1 **ARTICLE 9**

2 **PROMOTIONS**

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5 All promotions to Corporal shall be non-competitive. Bargaining unit
6 members who meet the following criteria shall be promoted to Corporal:

7 (1) The bargaining unit member must meet the job prerequisites of
8 Deputy I, II, III and Deputy Master (for a minimum of 1 full year);

9 (2) The bargaining unit member must have either: (a) worked four
10 years as a full-time sworn deputy in a law enforcement capacity
11 with the Marion County Sheriff's Office, and not on probation; or (b)
12 worked three years as a full-time sworn deputy in a law
13 enforcement position with the Marion County Sheriff's Office, and
14 not on probation, and worked at least two years as a full-time law
15 enforcement officer, with another Florida criminal justice agency; in
16 a like sworn position;

17 (3) The bargaining unit member must have successfully completed 400
18 hours of criminal justice related courses (such as enforcement
19 schools, career development courses, etc.) in addition to basic
20 police recruit school;

21 (4) The bargaining unit member must be recommended for promotion
22 by the bargaining unit member's immediate supervisor with
23 favorable evaluations from all supervisors and watch commanders;
24 and

1 (5) The bargaining unit member must be approved by the Community
2 Policing Division Chief, or Corrections Division Chief, Chief of Staff,
3 Undersheriff and the Sheriff.

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ARTICLE 10

GROOMING

The parties agree that the Sheriff shall have the right to set reasonable and professional grooming standards for its employees.

1 **ARTICLE 11**

2 **ACTING POSITIONS, ASSIGNMENTS, VACANCY SELECTIONS AND**
3 **LATERAL TRANSFERS**
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6 A. Employees who desire a change of assignment from one bureau, division
7 or unit to another department, division or unit, may request a transfer by
8 forwarding a memorandum to the Sheriff through the approved chain of
9 command.

10
11 B. The transfer of personnel from one department to another department or
12 from one division to another division may only be approved by the Sheriff
13 or his designee.

14
15 C. Lateral transfers between divisions or departments will only be approved if
16 the transfer is believed to be in the best interest of the Agency.
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1 **ARTICLE 12**

2 **PERSONNEL RECORDS**

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- 5 A. The Sheriff will comply with applicable court orders and Section
- 6 119.07(3)(I), Florida Statutes, and until otherwise directed by court order,
- 7 will not reveal the home address, telephone number, or social security
- 8 number of active or former law enforcement personnel; the home address,
- 9 telephone number, social security number, or places of employment of the
- 10 spouses and children of such personnel; and the names and locations of
- 11 the schools and day care facilities attended by the children of such
- 12 personnel.
- 13 B. It shall be the right of any deputy, at reasonable times, to inspect and
- 14 request to make a copy of his or her personnel records, internal file, and
- 15 division file. All MCSO personnel shall keep personnel records
- 16 confidential in accordance with applicable law.
- 17 C. Any alleged violations of this Article shall be enforced pursuant to Section
- 18 119, Florida Statutes, and not pursuant to the grievance procedure set
- 19 forth in this Agreement.
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ARTICLE 13

SAFETY

All bargaining unit employees shall be required to qualify in an FDLE approved course of fire at least once every year at no cost to the employee whether they utilize an agency issued firearm or their own agency approved firearm.

1 **ARTICLE 14**

2 **SENIORITY**

- 3 A. Seniority in the Marion County Sheriff's Office (other than for Bailiffs) shall
4 commence from the date the bargaining unit employee is released from
5 FTO (Field Training Officer) training; provided, however, that bargaining
6 unit members hired prior to 2006 seniority shall be based on the date they
7 were assigned to patrol. Where two or more employees in the same
8 classification were released from FTO training on the same date, their
9 seniority standing shall be determined in the alphabetical order of their
10 respective last names.
- 11 B. Seniority shall not be broken by vacation time, sick time, compensatory
12 time or injury leave.
- 13 C. Seniority shall be broken by resignation/retirement.
- 14 D. Shift bids shall be conducted by seniority on a bi-annual basis.
- 15 E. Seniority for Bailiffs shall be based on Agency ID Number, and shall be
16 utilized to determine vacation picks.
- 17

1 **ARTICLE 15**

2 **OFF-DUTY EMPLOYMENT**

3
4 A. The provisions of Operations Directives 1068.19 and 4685.00 Special
5 Detail Program which were in effect as of January 1, 2011 are applicable
6 and is the controlling language for each bargaining unit member who
7 requests to work in a non-law enforcement or law enforcement related Off-
8 Duty employment capacity.

9 B. It is the policy of the Marion County Sheriff's Office to allow employees to
10 pursue off-duty employment or conduct a business, upon written approval
11 of the Sheriff, Undersheriff or Chief of Staff, as long as such employment
12 or business does not interfere with their official duties or responsibilities,
13 and does not present an obvious or apparent conflict of interest.
14 Employees shall complete MCSO Form #14-418, if they wish to pursue
15 secondary employment.

16 C. The following types of employment or businesses are prohibited:

17 (1) Any in which the employee will be involved in the sale, delivery,
18 distribution, or serving of alcoholic beverages, including
19 cashiering at a business selling alcoholic beverages;

20 (2) Investigative work for insurance agencies or others;

21 (3) Private guard services; collection agencies; attorneys; bail bond
22 agencies; or automotive wrecker services.
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1 **ARTICLE 16**

2 **MANAGEMENT RIGHTS**

3 A. The Union recognizes that all statutory and inherent managerial rights,
4 prerogatives, and functions are retained and invested exclusively in the
5 Sheriff, except as expressly modified or restricted by a specific provision
6 of this Agreement.

7 B. The Union recognizes that the Sheriff has the sole exclusive rights,
8 powers, authority, judgment and discretion, including but not limited to the
9 following:

- 10 (1) To determine the organization of Sheriff's operations.
- 11 (2) To determine the purpose of each of its constituent
12 departments or subdivisions.
- 13 (3) To exercise control and discretion over the organization and
14 efficiency of operations of the Sheriff.
- 15 (4) To set standards of productivity and for the services to be
16 rendered.
- 17 (5) To manage and direct the officers and appointees of the
18 Sheriff.
- 19 (6) To select appointees, to hire officers, determine their
20 qualifications, assign and direct their work; to classify,
21 transfer, promote, train, schedule, retain, lay-off, recall and
22 retire officers.

- 1 (7) To increase, reduce, change, modify, or alter the
2 composition and size of the work force, including the right to
3 relieve officers and appointees from duties because of lack
4 of work, funds or other legitimate reasons that are not in
5 conflict with this agreement.
- 6 (8) To determine the location, methods, means and personnel
7 by which operations are to be conducted.
- 8 (9) To determine the number of officers and appointees of the
9 Sheriff's Office.
- 10 (10) To establish, change, modify, expand, reduce, alter,
11 combine, transfer, assign or cease any job, department,
12 operation, service or project.
- 13 (11) To establish, change, or modify duties, tasks,
14 responsibilities, or requirements within job descriptions in the
15 interest of efficiency, economy, technological change, or
16 operating requirements.
- 17 (12) To establish, implement and maintain an effective internal
18 security practice.
- 19 (13) To set dress code, uniform standards, and to select
20 weapons, safety equipment and vehicles.
- 21 (14) To set the starting and quitting time and to schedule the
22 number of hours and shifts to be worked.

1 (15) To approve or disapprove time off from work or leave without
2 pay.

3 (16) To use independent contractors to perform work or services;
4 to subcontract, contract out, close down or relocate the
5 Sheriff's operations or portions thereof.

6 (17) To control and regulate the use of Sheriff's vehicles,
7 weapons, facilities, equipment, and other property of the
8 Sheriff.

9 (18) To establish, change, combine or modify the duties, tasks,
10 responsibilities, or requirements within position descriptions,
11 and policies, rules and regulations of the Sheriff.

12 (19) To promulgate and enforce the Sheriff's policies and
13 procedures manual and those policies required to comply
14 with accreditation standards or recommendations.

15 C. If a local state of emergency is declared, the provisions of this Agreement
16 may be suspended by the Sheriff during the time of the declared
17 emergency.

18 D. Neither the Sheriff's exercise of a right, prerogative, or function, hereby
19 reserved to the Sheriff nor the failure to do so shall be considered a waiver
20 of the Sheriff's right to exercise its rights and prerogatives in some other
21 way not in conflict with the express provisions of this agreement.

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ARTICLE 17

LEAVES OF ABSENCE

For the duration of this Agreement, leaves of absence shall be granted to bargaining unit employee as set forth in Marion County Sheriff’s Office Policy Operational Directive 3035.00 Leave, in effect as of October 1, 2011.

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ARTICLE 18

PERSONAL PROPERTY – LOSS / DAMAGE

For the duration of this Agreement, bargaining unit employees shall be reimbursed for personal property loss/damage in accordance with the procedures set forth in Marion County Sheriff's Office Policy Operational Directive 2120.00 Property Control, in effect as of October 1, 2011.

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ARTICLE 19

EDUCATIONAL ASSISTANCE PLAN

For the duration of this Agreement, bargaining unit employees shall be afforded Educational Assistance benefits in accordance with Marion County Sheriff's Office Policies Operational Directives 3050.00 Employee Benefits and 3034.00, Higher Education Reimbursement, in effect as of October 1, 2011 as funded by the Marion County Board of County Commissioners.

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ARTICLE 20

JOB-CONNECTED DISABILITY

For the duration of this Agreement, bargaining unit employees shall be afforded job connected disability benefits in accordance with Marion County Sheriff's Office Policy Operational Directives 3050.00 Employee Benefits and 3035.00 Leave, in effect as of October 1, 2011.

1 **ARTICLE 21**

2 **WORKDAY, WORKWEEK and OVERTIME**

3 A. The Sheriff or his designee shall establish the workweek, hours of work
4 and schedules best suited to meet the needs of the Sheriff's Office and
5 provide service to the community. The normal work period will consist of
6 eighty (80) hours in a fourteen (14) day period. Nothing in this Agreement
7 shall be construed as a guarantee or limitation of the number of hours to
8 be worked per week.

9 B. The work cycle for overtime purposes shall be fourteen (14) consecutive
10 days. Any hours that a member is required to work above eighty (80) in
11 the work cycle shall be paid for at time and one half the member's regular
12 hourly rate or the member shall be given compensatory time at the
13 Sheriff's discretion; provided, however, that the Sheriff reserves the right
14 during the fourteen (14) day cycle to flex out bargaining unit members
15 rather than paying overtime or giving compensatory time. Only hours
16 actually worked count towards the eighty (80) hour threshold for
17 determining eligibility for overtime pay.

18 C. The Sheriff will notify employees seventy-two (72) hours in advance of a
19 permanent change in assignments. This will not prevent the Employer
20 from making temporary changes due to manpower shortages, coverage
21 requirements, emergencies, etc.

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1 **ARTICLE 22**

2 **COURT APPEARANCES**

3
4 A. Any bargaining unit member who is required to appear as a witness in
5 court, court-related or other legal or administrative proceedings as a result
6 of their employment with MCSO shall be entitled to the following:

7 (1) Regular pay if called to testify during regularly scheduled work
8 hours.

9 (2) Employees shall receive a minimum of two (2) hours
10 compensatory time, including travel time, if called to testify, give
11 a deposition, appear in court, present a case to the State
12 Attorney's Office, or any other official legal or administrative
13 proceeding or action, outside the bargaining unit member's
14 regular hours of work. Time will be computed from the
15 appearance time or subpoena time.

16 (3) Any witness, mileage or other fees paid to the member will be
17 turned over to the MCSO.

18 B. Time off to respond to a subpoena to appear as a witness in a case
19 related to a bargaining unit member's personal affairs will be at the
20 bargaining unit member's own expense (vacation or approved unpaid
21 leave). Adequate prior notice must be provided by the bargaining unit
22 member to his/her command.

1 **ARTICLE 23**

2 **WAGES**

3 A. Effective October 1, 2011, and for the fiscal year October 1, 2011 through
4 September 30, 2012 only, all bargaining unit employees who are eligible
5 for a non-competitive promotional step increase pursuant to Marion
6 County Sheriff's Office Policies and the 2011-2012 MCSO Approved
7 Budget, shall receive this increase. Those bargaining unit employees not
8 eligible for a non-competitive promotional step increase during the fiscal
9 year and who receive at least a satisfactory performance evaluation
10 October 1, 2011 through September 30, 2012, shall receive a one-time
11 one (1) percent increase on their base pay effective October 1, 2011.

12 B. All future salary adjustments, if any, shall be subject to negotiations by the
13 parties and funding by the Marion County Board of County
14 Commissioners.

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ARTICLE 24

UNIFORMS AND EQUIPMENT

During the term of this Agreement, uniforms and equipment shall be provided to bargaining unit employees in accordance with Marion Sheriff's Office Policy Operational Directives 3050 Employee Benefits and 3312.00 Uniform and Clothing, in effect as of October 1, 2011.

1 **ARTICLE 25**

2
3 **MEMBER BENEFITS**

- 4
- 5 A. The Marion County Sheriff's Office shall furnish full time employees such
- 6 group health insurance as is authorized by the Board of County
- 7 Commissioners of Marion County. The employee and Marion County
- 8 Sheriff's Office premiums for health insurance, dental and life benefits
- 9 shall be paid in accordance with the amounts currently established by the
- 10 Board of County Commissioners or as may be revised (benefits and/or
- 11 premiums) by the Board of County Commissioners. Deductibles and co-
- 12 payments shall be established annually by the Board of County
- 13 Commissioners. Dependent coverage shall be made available at rates
- 14 determined annually by the Board of County Commissioners. Optional
- 15 dental benefits and premiums for employees and dependents shall be
- 16 established annually by the Board of County Commissioners.
- 17 B. The Union will be notified of any change in the insurance carriers, nature
- 18 or scope of coverage, amount of the coverage, or increased amounts to
- 19 be paid by bargaining unit employees.
- 20

1 **ARTICLE 26**

2 **DRUG TESTING AND FITNESS FOR DUTY**

3
4 A. The Sheriff and FOP agree to drug/alcohol testing of bargaining unit
5 members in accordance with Section 112.0455, Florida Statutes, MCSO
6 policy and the Drug Free Workplace Act.

7 B. All classes of employees covered by the Agreement are designated
8 special risk for drug/alcohol testing purpose and therefore subject to
9 random drug/alcohol testing. Special risk means employees who are
10 required, as a condition of employment, to be certified under Chapter 943,
11 Florida Statutes. A special risk employee may be randomly tested for
12 prohibited drug as defined in policy and Florida Statutes and/or alcohol
13 use on a random basis. Random tests will be spread reasonably
14 throughout the year based on the agency ID numbers of bargaining unit
15 employees. Up to twenty (20) percent of the bargaining unit members will
16 be subject to random drug/alcohol testing per month. The MCSO will
17 utilize the services of a third party provider to select the employees to be
18 tested and perform all drug and/or alcohol testing. The third party provider
19 utilized shall be NIDA certified. For drug testing, an initial and confirmatory
20 test shall be used, and all such tests shall be reviewed by a Medical
21 Review Officer for accuracy.

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1 C. Employees are prohibited from having present in their system alcohol in
2 excess of the amount specified as acceptable in the Florida Administrative
3 Code, Drug-Free Workplace Standards while on duty; working special
4 details; in uniform; while operating County vehicles or equipment; or after
5 the employee is placed on "standby", "on-call", provided that if an
6 employee believes that he has alcohol in his/her system, he shall so
7 advise the person seeking to place him on any such status and he shall
8 not be placed on such status.

9 D. Employees shall only be tested for the controlled substances that are
10 outlined in F.S. 943 and FAC 11B-27. Said test and testing procedures
11 shall be governed by F.S. 943 and FAC 11B-27

12 E. Employees using drugs prescribed by a physician must notify their
13 immediate superior where the prescription drugs could affect job
14 performance such as causing drowsiness or dizziness.

15 F. Employees taking prescription drugs are responsible for determining from
16 their physicians whether such drugs could affect performance.

17 G. The Sheriff reserves the right to search, in accordance with law, all
18 Sheriff's property including desks, storage areas, cabinets, lockers,
19 vehicles, personal articles, etc., on reasonable suspicion that any
20 provision of this Article may have been violated by an employee.

1 H. An employee who observes or has knowledge of another employee who
2 may have violated this Article or any of its provisions must promptly report
3 that fact to his/her immediate superior.

4 I. When deemed appropriate and necessary for undercover criminal
5 investigations, with approval of a supervisor in the Special Investigations
6 Division, an employee may be temporarily exempt from this Article as it
7 relates to on-the-job possession and/or consumption of alcohol or the
8 possession, purchase, and sale of controlled substances but only to the
9 extent necessary.

10 J. The FOP and the MCSO recognize that sworn employees need to
11 maintain a sufficient degree of physical ability to handle the demands of
12 the profession. The parties agree that in the event the MCSO decides to
13 implement a physical agility test for current employees, the FOP will be
14 given personal notice and an opportunity to negotiate the impact.

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1 **ARTICLE 27**

2 **NO STRIKES**

3
4 A. The FOP will not, under any circumstances or for any reason, call,
5 encourage, authorize, ratify or engage in any strike, slowdown, concerted
6 abuse of sick leave, unauthorized picketing in furtherance of a strike,
7 slowdown or concerted abuse of sick leave, or other concerted interruption
8 of work of any kind against the MCSO. The FOP will also not engage in
9 such activities in sympathy for or in support of any other employees or
10 union. The FOP shall be responsible for any act alleged to constitute a
11 breach of this Article if the FOP or any of its officers instigated, authorized,
12 condoned, sanctioned or ratified such action. "Unauthorized picketing", as
13 used herein, shall mean any action which is in furtherance of a strike,
14 slowdown or concerted abuse of sick leave and has the effect of
15 preventing employees from reporting to or continuing work.

16 B. The bargaining unit employees will not, under any circumstances or for
17 any reason, call or encourage any strike, slowdown, concerted abuse of
18 sick leave, unauthorized picketing in furtherance of a strike, slowdown, or
19 concerted abuse of sick leave or any other concerted interruption of work.
20 The bargaining unit employees will not engage in such activities in
21 sympathy for or in support of any other employees or union while on duty,
22 or off duty identifying themselves as a MCSO employee.

1 C. Any alleged violation of this Article shall be resolved in a court or agency
2 of competent jurisdiction and shall not be subject to the grievance
3 procedure under this contract.

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1 **ARTICLE 28**

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3 **PREVAILING RIGHTS**

4
5 A. This Agreement, upon ratification, supersedes and cancels all prior
6 agreements, whether written or oral, unless expressly stated to the
7 contrary herein, and constitutes the complete and entire agreement
8 between the parties, and concludes collective bargaining for its term.

9 B. The parties acknowledge that, during the negotiations which resulted in
10 this Agreement, each had the unlimited right and opportunity to make
11 demands and proposals with respect to any subject or matter not removed
12 by law from the area of collective bargaining, and that the understandings
13 and agreements arrived at by the parties after the exercise of that right
14 and opportunity are set forth in this Agreement.

15 C. The Sheriff and the FOP, during the term of this Agreement, voluntarily
16 and unqualifiedly waive the right, and agree that the other shall not be
17 obligated, to bargain collectively with respect to any subject or matter
18 whether or not referred to or covered by this Agreement, even though
19 such subject or matter may not have been within the knowledge or
20 contemplation of the parties at the time they negotiated or signed this
21 Agreement, or to bargain the impact of any change in terms and
22 conditions of employment not specifically covered by this Agreement.

23 D. Nothing herein shall preclude MCSO or the FOP from mutually agreeing to
24 alter, amend, supplement, delete, enlarge, or modify any of the provisions
25 of this Agreement in writing.

1 E. The Parties recognize that during the term of this Agreement situations
2 may arise which require that terms and conditions not specifically and
3 clearly set forth in the Agreement must be clarified or amended. Under
4 such circumstances, the FOP is specifically authorized by bargaining unit
5 members to enter into the settlement of grievance disputes or
6 memorandum of understanding that clarifies or amends this Agreement,
7 without having to be ratified by bargaining unit members.
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1 **ARTICLE 29**

2 **MEMORANDUM OF UNDERSTANDING/SETTLEMENTS**

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4 The parties recognize that during the term of this Agreement situations may arise

5 which require that terms and conditions not specifically and clearly set forth in the

6 Agreement must be clarified or amended. Under such circumstances, the FOP is

7 specifically authorized by bargaining unit employees to enter into the settlement

8 of grievance disputes or memorandum of understanding with the Sheriff that

9 clarifies or amends this Agreement, without having to be ratified by bargaining

10 unit members.

1 **ARTICLE 30**

2 **SAVINGS CLAUSE**

3
4 A. If any provision of this agreement, or the application of such provision,
5 should be rendered or declared invalid, unlawful, or not enforceable, by
6 any court action or by reason of any existing or subsequently enacted
7 legislation; or if the appropriate governmental body, having amendatory
8 power to change a law, rule or regulation which is in conflict with a
9 provision of this Agreement, fails to enact or adopt an enabling
10 amendment to make the provision effective, in accordance with Section
11 447.309(3), Florida statutes; then such provision shall not be applicable,
12 performed or enforced, but the remaining parts or portions of this
13 Agreement shall remain in full force and effect for the term of this
14 Agreement. In the event of the foregoing, the parties agree to renegotiate
15 a replacement provision, after written notice.

16 B. This agreement shall be binding upon the successors of the parties hereto
17 and no provisions, terms or obligations herein contained shall be affected,
18 modified, altered or changed in any respect whatsoever by substitution or
19 designation of a successor.
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ARTICLE 32
RETIREMENT

The Sheriff shall continue to make all payments required by law to the Florida Retirement System (FRS). The Sheriff shall continue the MCSO policy that was in place as of January 1, 2011 whereby any bargaining unit member who retires in accordance with FRS may be given a retired identification card and badge. Bargaining unit employees who retire with minimum number of years per policy shall also be given a duty weapon.

1 **ARTICLE 33**

2 **COMPLIANCE WITH RULES AND REGULATIONS**

- 3
- 4 A. All sections of MCSO's Personnel Rules and Regulations, including any
- 5 amendments thereto, are applicable to the bargaining unit members
- 6 unless there is an express conflict between the Personnel Rules and
- 7 Regulations and the Agreement, in which case this Agreement shall apply.
- 8 B. The Sheriff shall have the right to promulgate any rule, policy or procedure
- 9 not in conflict with this Agreement. The FOP retains the rights to negotiate
- 10 the impact of any change in policy that is in conflict with this Agreement.
- 11 The union expressly waives any right it may have to negotiate any change
- 12 in a rule, policy or procedure not in conflict with this Agreement, or to
- 13 negotiate the impact of any such change on bargaining unit members.

ARTICLE 34

DURATION

This Agreement dated this _____ day of _____, 20__, and the provisions hereof, shall become effective October 1, 2011, upon ratification of both parties and shall remain in full force and effect through September 30, 2013; provided, however, that for the fiscal year October 1, 2012 to September 30, 2013, each party shall have the ability to re-negotiate three (3) Articles in the contract by giving each other written notice to do so no later than April 1, 2012.

Horace Edward Dean, Sheriff
Marion County Sheriff's Office

George F. Hachigian
General Counsel's Chief of Staff
Florida State Lodge
Fraternal Order of Police

Date

Date

Undersheriff

Lead Negotiator, FOP

Date

Date