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Collective Bargaining Agreement

Between

The Marion County Sheriff's Office

and

the Florida State Lodge Fraternal Order of Police, Inc.

**Certification Number 1838
Detention Deputies and Corporals**

October 1, 2020 through September 30, 2023

Table of Contents

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Preamble 3
Article 1 RECOGNITION..... 4
Article 2 GENDER REFERENCE..... 6
Article 3 DUES CHECKOFF 7
Article 4 NON-DISCRIMINATION 10
Article 5 FOP REPRESENTATIVES and UNION BUSINESS 11
Article 6 GRIEVANCE AND ARBITRATION PROCEDURE 13
Article 7 INTERNAL INVESTIGATIONS 24
Article 8 LAYOFFS and RECALL..... 26
Article 9 PROMOTIONS 27
Article 10 GROOMING..... 29
Article 11 ACTING POSITIONS, ASSIGNMENTS, VACANCY
SELECTIONS and LATERAL TRANSFERS..... 30
Article 12 PERSONNEL RECORDS 31
Article 13 SAFETY 32
Article 14 SENIORITY 33
Article 15 OFF DUTY EMPLOYMENT 34
Article 16 MANAGEMENT RIGHTS..... 36
Article 17 LEAVES OF ABSENCE 39
Article 18 PERSONAL PROPERTY – Loss / Damage 40
Article 19 EDUCATIONAL ASSISTANCE PLAN 41
Article 20 JOB-CONNECTED DISABILITY..... 42
Article 21 WORKDAY, WORKWEEK and OVERTIME 43
Article 22 COURT APPEARANCES 44
Article 23 WAGES..... 45
Article 24 UNIFORMS AND EQUIPMENT 48
Article 25 MEMBER BENEFITS 49
Article 26 DRUG TESTING and FITNESS for DUTY 51
Article 27 NO STRIKES 55
Article 28 PREVAILING RIGHTS 57
Article 29 MEMORANDUM OF UNDERSTANDING/SETTLEMENTS 58
Article 30 SAVINGS CLAUSE 59
Article 31 RETIREMENT 60
Article 32 COMPLIANCE WITH RULES AND REGULATIONS 61
Article 33 MISCELLANEOUS 62
Article 34 DURATION 63

Appendices:
Appendix A – Grievance Report Form

PREAMBLE

1
2
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, Inc., (hereinafter referred to as the “FOP”). It is the intent
6 and 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 promote
10 harmonious and cooperative relationships between the Sheriff and its employees,
11 and to protect the public by assuring, at all times, the orderly and uninterrupted
12 operations and functions of government. The above language is a statement of intent
13 and not subject to the grievance procedure set forth in this Agreement.

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. 1838, and amended by PERC pursuant to a unit
8 clarification petition filed jointly by the parties subsequent to the original
9 certification to include classifications of Detention Deputy and corrections
10 corporal, except any deputy classified as public integrity deputy, public
11 information officer, or staff inspector, and to exclude all sworn law
12 enforcement personnel of the MCSO assigned to the law enforcement and
13 corrections divisions in the classifications of sergeant, lieutenant, captain,
14 major, Chief of Staff, Chief Deputy, Sheriff, part-time and reserve/auxiliary
15 Deputies/Detention Deputies, all non-sworn employees of the MCSO and
16 any deputy sheriff not specifically included.
- 17 B. Recognition and the terms and conditions of this agreement will terminate
18 immediately upon the revocation of certification by PERC. This agreement
19 is intended to specifically exclude all other member classifications, whether
20 full-time, part-time, compensated, or non-compensated officers, members,
21 or reserve members.
- 22 C. The Sheriff will not be called upon to recognize the FOP as a bargaining
23 agent for any of the MCSO's employees other than those included in the
24 certified unit set forth above, in the absence of a new certification by PERC.

1 Clarifications of and amendments to the bargaining unit as defined above
2 shall be by mutual consent of the Sheriff and the FOP, or in the case of a
3 dispute, by determination of PERC. This shall in no way restrict the right of
4 the Sheriff to create, abolish, reclassify and/or modify job duties,
5 descriptions or positions.

6 D. The Sheriff agrees to notify the FOP State Staff Representative or designee
7 of the name of any newly sworn bargaining unit member within thirty (30)
8 days of swearing in by the Sheriff.

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

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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 such
- 8 requests on a written check-off authorization form provided by the FOP.
- 9 Such deductions will be made when other payroll deductions are made and
- 10 will begin with the pay for the first full pay period following receipt of the
- 11 authorization. Said dues deductions shall be transmitted to the Florida
- 12 State Lodge Fraternal Order of Police, Inc. located at 242 Office Plaza,
- 13 Tallahassee, Florida 32301. The FOP shall pay to the MCSO an annual fee
- 14 of \$280.00 for administration of dues checkoff payable on January 1st of
- 15 each calendar year.
- 16 B. This Article applies only to the deduction of membership dues, if any, and
- 17 shall not apply to the collection of any fines, penalties or assessments.
- 18 C. Deductions for FOP dues shall continue until either:
- 19 (1) Revoked by the member by providing the Sheriff and the FOP
- 20 with thirty (30) days written notice that he is terminating the
- 21 prior checkoff authorization, using the form set forth in this
- 22 Article.
- 23 (2) Revoked pursuant to Section 447.507, Florida Statutes;
- 24 (3) The termination of employment; or

1 of dues which the Sheriff has agreed to deduct. The appendix entitled
2 termination of deduction should read:

3 **Instructions to Stop Payment/Deduction of FOP Dues**

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

8 Name: _____

9 Address: _____

10 Signature: _____

11 Date: _____

12 H. In the event Florida law is amended at any time during this Agreement to
13 prohibit or restrict the deduction of union dues, this article shall become null
14 and void.

15 I. The Sheriff shall not provide dues deductions for any other labor
16 organization registered with the Florida Public Employees Relations
17 Commission (PERC).

18

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 shall
9 be processed either through the Sheriff's internal procedure, or in
10 accordance with State or Federal law, and cannot be processed through the
11 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 this
15 Section shall be pursued in accordance with Chapter 447, Florida Statutes,
16 and cannot be processed through the contractual grievance procedure.
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18

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 to
5 deal only with the authorized representatives of the FOP bargaining unit.
6 FOP bargaining unit agrees to notify the Sheriff in writing of the name of
7 such authorized representatives as of the execution of this Agreement and
8 each 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 writing
11 to the Office of the Sheriff at least seven (7) days in advance. Until such
12 notice is received, the Sheriff is under no obligation to recognize the
13 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 hereunder
16 shall deal only with the Sheriff or his/her representative in matters requiring
17 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 system
22 accessible by all employees. Access will be coordinated by the Sheriff's
23 Office of Human Resources/Employee Services.

1 B. The FOP bulletin board shall be used only for the following notices:
2 (1) Recreation and social affairs of the Association;
3 (2) FOP meetings;
4 (3) FOP elections;
5 (4) FOP benefits programs;
6 (5) Current FOP contract; and
7 (6) Other materials pertaining to the welfare of the Sheriff or the FOP
8 members.

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

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

21

1 **ARTICLE 6**

2 **GRIEVANCE AND ARBITRATION PROCEDURE**

3
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 for
6 the settlement of disputes between the Sheriff and employee, or group of
7 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 be
11 subject to the provisions of the Marion County Sheriff's Career Service
12 Ordinance, F.S. Chapter 87-457 of the Special Laws of Florida, and the
13 Career Service Act Operations Directive and the Rules of the Marion County
14 Sheriff's Office Career Service Act. The written appeal must be received by
15 the Sheriff, or his designee, no later than three (3) working days after the
16 employee is notified of the action on which the appeal is based. As used in
17 this article, the term "working days" shall mean Monday through Friday,
18 excluding holidays.

19 C. A grievance may be submitted under this procedure by one (1) or more
20 aggrieved members or by the Union as a general or class grievance when
21 the matter being grieved involves issues common to the entire bargaining
22 unit using the MCSO Report of Grievance Form (attached to this Agreement
23 as Appendix A). A Union general grievance shall be initially submitted at

1 Step Three within seven (7) working days of the occurrence of the matter
2 from which the grievance arose.

3 D. A grievance not submitted within the time limits as prescribed for every step
4 shall be considered untimely and shall be forfeited as being void. A
5 grievance not appealed to the next step within the time limits established by
6 this grievance procedure shall be considered either settled on the basis of
7 the last answer provided by the MCSO or that the grievant elected not to
8 proceed any further. A grievance not answered within the limits prescribed
9 for the Sheriff at each step shall entitle the employee or Union to advance
10 the grievance to the next step. The time limits prescribed herein may be
11 extended by mutual agreement of the Union and Sheriff in writing.

12 E. In computing any period of time prescribed or allowed by this Article, the
13 day of the act, event, or default from which the designated period of time
14 begins to run shall not be included. The last day of the period so computed
15 shall be included unless it is a Saturday, Sunday, or holiday recognized by
16 this Agreement, in which event the period shall run until the end of the next
17 day which is neither a Saturday, Sunday, or holiday recognized by this
18 Agreement.

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

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

3 H. Union representatives who spend time processing grievances pursuant to
4 this Article shall utilize annual leave as set forth in this Agreement. Union
5 representatives must also obtain permission from their immediate
6 supervisor when they are going to be away from their work for any length of
7 time to handle grievances.

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

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

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

1 J. Steps

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

4 Step 1

5 1. The aggrieved employee must meet with his/her immediate
6 superior within seven (7) working days of the grievance
7 occurrence, or within seven (7) working days of first
8 knowledge of the occurrence.

9 2. The supervisor shall make a decision and orally communicate
10 this decision to the employee within seven (7) working days
11 of the presentation of the grievance. Every effort will be made
12 by the employee and supervisor to resolve the grievance at
13 this level.

14 Step 2

15 1. If the grievance is not resolved during discussion with the
16 immediate supervisor (Step One), the employee must submit
17 to the supervisor a written grievance within seven (7) working
18 days of the conclusion of Step One.

19 2. The written grievance at this and all subsequent steps shall
20 contain a statement of the grievance and the facts upon which
21 it is based, the alleged violation of the specific provisions of
22 the contract, the remedy or adjustment sought and the
23 signature of the aggrieved and the date of submission.

- 1 3. The written grievance shall be accomplished by the aggrieved
2 employee submitting a copy of the form, along with any
3 supporting documentation to his/her immediate supervisor
4 and to the Human Resources Department.
- 5 4. The employee's immediate supervisor shall respond in writing
6 to this grievance within seven (7) working days of receipt of
7 the written grievance.
- 8 5. The written response at this and subsequent steps shall
9 contain the following information:
- 10 (a) Acknowledgement of receipt of the grievance by
11 noting the date and time on the grievance forms.
- 12 (b) An affirmation or denial of the facts upon which this
13 grievance is based.
- 14 (c) An analysis of the alleged violation.
- 15 (d) A statement affirming or denying the allegations in
16 the grievance.
- 17 (e) The remedy or adjustment, if any, to be made, or
18 concurrence or disagreement with remedy sought by
19 the employee.
- 20 (f) The signature of the supervisor and date
- 21 6. The supervisor may agree with the facts, but not with the
22 remedy sought by the employee; or may agree with
23 suggested remedy, but feel the facts are subject to dispute.

1 In either case of above, the supervisor should document
2 his/her agreement and/or disagreement with the suggested
3 remedy and/or the facts as he/she knows them.

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

10 8. If the solution is acceptable to the employee, the employee
11 will so note on the form, sign the form, and return to the
12 supervisor with a copy to the Human Resources 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 seven (7) 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 seven (7) 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 chief,
14 in separate steps. The aggrieved employee shall not bypass
15 anyone in his/her chain of command. Each of these
16 submissions must be made within seven (7) 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 Bureau Chief, if the grievance
23 is not resolved before reaching him/her, shall respond in

1 writing to the grievance within seven (7) working days from
2 the 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 his/her
9 designee, within seven (7) working days of the Bureau Chief's
10 response. Such written submission shall be in a like manner
11 to those specified for the previous submissions in Step Four.

12 2. The Sheriff, or his designee, will conduct a closed meeting
13 with the aggrieved employee within 14 days of receiving the
14 grievance. The Sheriff, or his/her designee, may have others
15 who are party to the grievance, or other staff members, attend.
16 The employee may have representation at the meeting if
17 he/she desires. Additionally, the Sheriff, or his/her designee,
18 may order an internal affairs investigation of the grievance
19 and the actions, investigations, or testimony pertinent to the
20 grievance.

21 3. The Sheriff, or his/her designee, shall determine a resolution
22 in writing of the grievance within seven (7) working days after
23 the hearing unless the Sherriff requires an internal affairs (IA)

1 investigation at which time the resolution will be provided at
2 the conclusion of the IA investigation.

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

6 **Step 6**

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

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

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

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

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

22 7. Attendance at any arbitration procedure and the
23 compensation of participants or witnesses shall be treated just

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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 and in no case extend beyond three (3) months from the time the grievance is filed.

1 **ARTICLE 7**

2 **INTERNAL INVESTIGATIONS**

3

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

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

12 1. The employee under investigation shall not be obligated to give a
13 second statement concerning the same facts elicited in an
14 original interview. This will not preclude an investigator from
15 asking questions at a later time that were not covered by the first
16 statement or to resolve a conflict that arises as a result of new
17 information learned subsequent to the initial interview.

18 2. The employee under investigation shall be provided a copy or
19 opportunity to review the initial statement or recording prior to the
20 second statement if requested.

21 3. If the employee under investigation is under arrest or is likely to
22 be arrested as a result of the interview, he or she shall be fully
23 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 An employee may be requested to voluntarily submit to any such
9 device; provided however that if the employee declines to so
10 submit, the employee will suffer no adverse consequences and
11 will be informed of such in writing.

12 C. Alleged violations of Section 112.531 may be raised prior to the Sheriff
13 issuing disciplinary action; however, alleged violations of this Article of the
14 collective bargaining agreement shall not be subject to the grievance
15 procedure contained in this collective 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 being
10 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, then
15 seniority shall prevail.

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

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1 **ARTICLE 9**

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3 **PROMOTIONS**

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5 Promotions will be administered pursuant to the current MCSO Promotion
6 and Advancement Operational Directive (O.D.) 3430.00 and Operational Directive
7 3020.00 - Uniform Pay Plan. All promotions through the rank of Master Corporal
8 shall be non-competitive. Bargaining unit members who meet the following criteria
9 shall be promoted to the eligible rank:

10 (1) The bargaining unit member must meet the job prerequisites and
11 eligibility requirements, pursuant to O.D.3430.00 for promotion to
12 Detention Deputy I, II, III, Corporal and Master Corporal; Minimum
13 pre-requisite time-in-grade requirements are established within O.D.
14 3430.00.

15 (2) Eligibility for promotion will require the bargaining unit member to
16 meet the minimum years of service experience requirement for each
17 non-competitive promotional step pursuant to the operational
18 directive 3034.00.

19 (3) The bargaining unit member must have successfully completed the
20 minimum required hours of criminal justice related courses (such as
21 corrections enforcement schools, career development courses, etc.)
22 in addition to basic Detention Deputy/Corrections Officer recruit
23 school for each step;

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

4 (5) The bargaining unit member must be approved by the Detention
5 Bureau Chief, Chief Deputy, 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**
4

5
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 or
13 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.
17

1 **ARTICLE 12**

2 **PERSONNEL RECORDS**

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4
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, or
7 by subpoena, or by the protected personnel, their spouse or children, will
8 not reveal the home address, telephone number, or social security number
9 of active or former law enforcement personnel; the home address,
10 telephone number, social security number, or places of employment of the
11 spouses and children of such personnel; and the names and locations of
12 the schools and day care facilities attended by the children of such
13 personnel.

14 B. It shall be the right of any deputy, at reasonable times, to inspect and
15 request to make a copy of his or her personnel records, internal file, and
16 division file. All MCSO personnel shall keep personnel records confidential
17 in accordance with applicable law.

18 C. Any alleged violations of this Article shall be enforced pursuant to Section
19 119, Florida Statutes, and not pursuant to the grievance procedure set forth
20 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 Detention Bureau shall be
4 based on the employee's Agency hire date; provided, however, that
5 seniority for purposes of vacation picks shall be based on the date the
6 bargaining unit employee became a Detention Deputy. Where two or more
7 employees in the same classification were hired by the Agency on the same
8 date, their seniority standing shall be determined in the alphabetical order
9 of their respective last names. For purposes of vacation picks, where two or
10 more employees in the same classification became Detention Deputies on
11 the same date, their seniority standing shall be determined in the
12 alphabetical order of their respective last names.
- 13 B. Seniority shall not be broken by vacation time, sick time, compensatory
14 time, or compensable work-related injury leave.
- 15 C. Seniority shall be broken by leave without pay including suspension without
16 pay, leave of absence and resignation/retirement.
- 17 D. Shift bids shall be conducted by seniority on a bi-annual basis.
- 18
- 19

1 **ARTICLE 15**

2 **OFF-DUTY EMPLOYMENT**

3
4 A. The provisions of Operations Directives 1068.19 and 4685.00 Special Detail
5 Program, in accordance with current MCSO Policy in effect upon ratification
6 of this agreement, are applicable and is the controlling language for each
7 bargaining unit member who requests to work in a non-law enforcement or
8 law enforcement related Off-Duty employment capacity. The hourly rates
9 for employees participating in the special detail program are established by
10 the Sheriff and may be modified by the Sheriff.

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

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

- 19
20 (1) Any in which the employee will be involved in the sale,
21 delivery, distribution, or serving of alcoholic beverages,
22 including cashiering at a business selling alcoholic beverages;
23 (2) Investigative work for insurance agencies or others;
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(3) Private guard services; collection agencies; attorneys; bail
bond agencies; or automotive wrecker services.

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 of
6 this Agreement.

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

9 (1) To determine the organization of Sheriff's operations.

10 (2) To determine the purpose of each of its constituent
11 departments or subdivisions.

12 (3) To exercise control and discretion over the organization and
13 efficiency of operations of the Sheriff.

14 (4) To set standards of productivity and for the services to be
15 rendered.

16 (5) To manage and direct the officers and appointees of the
17 Sheriff.

18 (6) To select appointees, to hire officers, determine their
19 qualifications, assign and direct their work; to classify,
20 transfer, promote, train, schedule, retain, lay-off, recall and
21 retire officers.

22 (7) To increase, reduce, change, modify, or alter the composition
23 and size of the work force, including the right to relieve officers

1 and appointees from duties because of lack of work, funds or
2 other legitimate reasons that are not in conflict with this
3 agreement.

4 (8) To determine the location, methods, means and personnel by
5 which operations are to be conducted.

6 (9) To determine the number of officers and appointees of the
7 Sheriff's Office.

8 (10) To establish, change, modify, expand, reduce, alter, combine,
9 transfer, assign or cease any job, department, operation,
10 service or project.

11 (11) To establish, change, or modify duties, tasks, responsibilities,
12 or requirements within job descriptions in the interest of
13 efficiency, economy, technological change, or operating
14 requirements.

15 (12) To establish, implement and maintain an effective internal
16 security practice.

17 (13) To set dress code, uniform standards, and to select weapons,
18 safety equipment and vehicles.

19 (14) To set the starting and quitting time and to schedule the
20 number of hours and shifts to be worked.

21 (15) To approve or disapprove time off from work or leave without
22 pay.

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

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

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

9 (19) To promulgate and enforce the Sheriff's policies and
10 procedures manuals and those policies required to comply
11 with accreditation standards or recommendations.

12 C. If a local state of emergency is declared, the provisions of this Agreement
13 may be suspended by the Sheriff during the time of the declared
14 emergency.

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

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ARTICLE 17

HOLIDAYS, SICK LEAVE DONATIONS AND LEAVES OF ABSENCE

For the duration of this Agreement, holidays, utilization of sick leave donations and 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 accordance with current MCSO Policy as amended by the Sheriff from time to time.

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 accordance with current MCSO Policy in effect upon ratification of this agreement.

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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 accordance with current MCSO Policy upon ratification of this agreement and 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, 3035.00 Leave, and 3036.00 Personnel Injury and Disability in accordance with current MCSO Policy upon ratification of this agreement and as amended by the Sheriff from time to time.

1 **ARTICLE 21**

2 **WORKDAY, WORKWEEK and OVERTIME**

3 A. The Sheriff or his designee shall establish the workweek, hours of work and
4 schedules best suited to meet the needs of the Sheriff's Office and provide
5 service to the community. The normal work period will consist of eighty (80)
6 hours in a fourteen (14) day period. Nothing in this Agreement shall be
7 construed as a guarantee or limitation of the number of hours to be worked
8 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 the
11 work cycle shall be paid for at time and one half the member's regular hourly
12 rate or the member shall be given compensatory time at the Sheriff's
13 discretion; provided, however, that the Sheriff reserves the right during the
14 fourteen (14) day cycle to flex out bargaining unit members rather than
15 paying overtime or giving compensatory time. Only hours actually worked
16 count towards the eighty (80) hour threshold for determining eligibility for
17 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 from
20 making temporary changes due to manpower shortages, coverage
21 requirements, emergencies, etc.

22

1 **ARTICLE 22**

2 **COURT APPEARANCES**

3
4 A. Any bargaining unit member who is required to appear as a witness in court,
5 court-related or other legal or administrative proceedings as a result of their
6 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,
11 give 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 related
19 to a bargaining unit member's personal affairs will be at the bargaining unit
20 member's own expense (vacation or approved unpaid leave). Adequate
21 prior notice must be provided by the bargaining unit member to his/her
22 command.

23

1 **ARTICLE 23**

2 **WAGES**

3 A. Effective October 1, 2020, and for the fiscal years October 1, 2020-
4 September 30, 2021 (fiscal year 2020/21); October 1, 2021-September 30,
5 2022 (fiscal year 2021/22); and October 1, 2022-September 30, 2023 (fiscal
6 year 2022/23) only, all bargaining unit employees who are eligible for a non-
7 competitive promotional step wage increase pursuant to Marion County
8 Sheriff's Office Policies, including Operational Directives 3020.00- Uniform
9 Pay Plan and 3430.00 Promotion and Advancement and the 2017/18-2019-
10 20 MCSO Approved Budgets, shall receive this increase. Effective the first
11 full pay period following October 1, 2020, all bargaining unit employees shall
12 receive a wage increase commensurate with the approved Step Pay Plan;
13 provided, however, that this wage increase shall be expressly contingent
14 upon adequate funding by the Marion County Board of County
15 Commissioners, as determined by the Sheriff, for the 2020/21 fiscal year.
16 Effective the first full pay period following October 1, 2021, all bargaining
17 unit employees shall receive a wage increase commensurate with the
18 approved Step Pay Plan; provided, however, that this wage increase shall
19 be expressly contingent upon adequate funding by the Marion County
20 Board of County Commissioners, as determined by the Sheriff, for the
21 2021/22 fiscal year. In the event that the Marion County Board of County
22 Commissioners does not provide adequate funding for a wage increase, as
23 determined by the Sheriff, for the 2021/22 fiscal year, but does for the

1 2020/21 fiscal year, bargaining unit employees shall only be entitled to a
2 wage increase effective the first full pay period following October 1, 2020.
3 In other words, the provisions of this article shall not be construed as a
4 guarantee of “compounding” increases. Effective the first full pay period
5 following October 1, 2022, all bargaining unit employees shall receive a
6 wage increase commensurate with the approved Step Pay Plan; provided,
7 however, that this wage increase shall be expressly contingent upon
8 adequate funding by the Marion County Board of County Commissioners,
9 as determined by the Sheriff, for the 2022/23 fiscal year. In the event that
10 the Marion County Board of County Commissioners does not provide
11 adequate funding for a wage increase, as determined by the Sheriff, for
12 either the 2020/21 fiscal year or the 2021/22 fiscal year, or both fiscal years,
13 employees shall only be entitled to a wage increase effective the first full
14 pay period following October 1, 2022 for the 2022/23 fiscal year, In other
15 words, the provisions of this article shall not be construed as a guarantee
16 of “compounding” increases.

17 B. All future salary adjustments, if any, shall be subject to negotiations by the
18 parties and funding by the Marion County Board of County Commissioners;
19 provided; however, that for fiscal year 2021-22 and fiscal year 2022-23, the
20 parties agree to meet and re-open negotiations for any across the board
21 increase that may be available pursuant to adequate funding by the County
22 Commission as determined by the Sheriff.

1 C. Personnel who are selected as field training officers, at the sole discretion of
2 the Sheriff or his designee, for new employees under the FTO Program in
3 the Law Enforcement Bureau are eligible to receive Field Training Officer
4 Pay of \$25.00 a day for each work day a FTO has a trainee assigned. For
5 the purposes of this article, there will be no difference between full-
6 time/primary FTO's and pool/alternate FTO's.

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ARTICLE 24

UNIFORMS AND EQUIPMENT

During the term of this Agreement, uniforms, shoes or boots 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 accordance with current MCSO Policy in effect upon ratification of this agreement, provided however that there will be no change to disparity pay or cleaning allowance in effect at the time of ratification of this Agreement.

1 **ARTICLE 25**

2 **MEMBER BENEFITS**

- 3
- 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 or as determined by the Sheriff through
- 8 another provider with substantially the same coverage. The employee and
- 9 Marion County Sheriff's Office premiums for health insurance, dental, vision
- 10 and life benefits shall be paid in accordance with the amounts currently
- 11 established by the Board of County Commissioners or The Sheriff as may
- 12 be revised (benefits and/or premiums) by the Board of County
- 13 Commissioners or as determined by the Sheriff. Deductibles and co-
- 14 payments shall be established annually by the Board of County
- 15 Commissioners or as determined by the Sheriff. Dependent coverage shall
- 16 be made available at rates determined annually by the Board of County
- 17 Commissioners or as determined by the Sheriff. Optional dental and vision
- 18 benefits and premiums for employees and dependents shall be established
- 19 annually by the Board of County Commissioners. or as determined by the
- 20 Sheriff
- 21 B. The Sheriff reserves the ability to offer such supplemental, voluntary
- 22 benefits such as but not limited to deferred compensation programs, critical
- 23 illness and cancer insurance and supplemental life insurance plans to
- 24 MCSO full-time employees as he considers in the best interest of the
- 25 agency.

1 C. The Union will be notified of any change in the insurance carriers, nature or
2 scope of coverage, amount of the coverage, or increased amounts to be
3 paid by bargaining unit employees.

4

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

22 C. Employees are prohibited from having present in their system alcohol in
23 excess of the amount specified as acceptable in the Florida Administrative
24 Code, Drug-Free Workplace Standards while on duty; working special

1 details; in uniform; while operating County vehicles or equipment; or after
2 the employee is placed on "standby", "on-call", provided that if an employee
3 believes that he has alcohol in his/her system, he shall so advise the person
4 seeking to place him on any such status and he shall not be placed on such
5 status.

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

9 E. Employees who are prescribed controlled substances must notify the
10 human resources director.

11 F. Employees prescribed drugs by a physician that are not controlled
12 substances must notify the human resources director if the prescription
13 drugs could affect job performance such as by causing drowsiness or
14 dizziness. Employees taking prescription drugs are responsible for
15 determining from their physicians whether such drugs could affect
16 performance.

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

21
22 H. An employee who observes or has knowledge of another employee who

1 may have violated this Article or any of its provisions must promptly report
2 that fact to his/her immediate superior.

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

9 J. **FITNESS FOR DUTY**

10 The FOP and the MCSO recognize that sworn employees need to maintain
11 a sufficient degree of physical and psychological ability to handle the
12 demands of the profession. Pursuant to Operational Directive 3036.00 –
13 Personnel Injury and Disability, the Sheriff reserves the ability to have a
14 medical or psychological fitness for duty determination made by an agency
15 approved physician, at any time at the Sheriff's expense under the following
16 circumstances:

17 (1) Based upon substantiated and documented work performance
18 issues;

19 (2) Based upon substantiated and documented facts and
20 circumstances that arise outside the scope of employment,
21 provided that the facts and circumstances create a reasonable,
22 well-founded, and articulable belief that they may cause work
23 performance issues; or

1 (3) Based upon an employee being prescribed a controlled
2 substance. A fitness for duty evaluation based upon an employee
3 being prescribed a controlled substance may only be ordered if it
4 is recommended by an agency-approved physician, following that
5 physician's consultation with the physician who prescribed the
6 controlled substance or the physician who is the primary care
7 physician for the employee.

8 The grounds for the ordering an employee to undergo a fitness
9 for duty evaluation shall be reduced to writing and served upon
10 the employee at or before the time the fitness for duty evaluation
11 is ordered.

12

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 preventing
15 employees from reporting to or continuing work.

16 B. The bargaining unit employees will not, under any circumstances or for any
17 reason, call or encourage any strike, slowdown, concerted abuse of sick
18 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 of
2 competent jurisdiction and shall not be subject to the grievance procedure
3 under this contract.
4

1 **ARTICLE 28**

2
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 contrary
7 herein, and constitutes the complete and entire agreement between the
8 parties, and concludes collective bargaining for its term.

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

15 C. The Sheriff and the FOP, during the term of this Agreement, voluntarily and
16 unqualifiedly waive the right, and agree that the other shall not be obligated,
17 to bargain collectively with respect to any subject or matter whether or not
18 referred to or covered by this Agreement, even though such subject or
19 matter may not have been within the knowledge or contemplation of the
20 parties at the time they negotiated or signed this Agreement, or to bargain
21 the impact of any change in terms and conditions of employment not
22 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 **ARTICLE 29**

2 **MEMORANDUM OF UNDERSTANDING/SETTLEMENTS**

3

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 of

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

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

10 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 any
6 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 provision
9 of this Agreement, fails to enact or adopt an enabling amendment to make
10 the provision effective, in accordance with Section 447.309(3), Florida
11 statutes; then such provision shall not be applicable, performed or enforced,
12 but the remaining parts or portions of this Agreement shall remain in full
13 force and effect for the term of this Agreement. In the event of the foregoing,
14 the parties agree to renegotiate a replacement provision, after written
15 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 31

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 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 32**

2 **COMPLIANCE WITH RULES AND REGULATIONS**

3
4 A. All sections of MCSO's Operations Directives, Personnel Rules and
5 Regulations, including any amendments thereto, are applicable to the
6 bargaining unit members unless there is an express conflict between the
7 Personnel Rules and Regulations and the Agreement, in which case this
8 Agreement shall apply.

9 B. The Sheriff shall have the right to promulgate any rule, policy or procedure
10 not in conflict with this Agreement. The FOP retains the rights to negotiate
11 the impact of any change in policy that is in conflict with this Agreement.
12 The union expressly waives any right it may have to negotiate any change
13 in a rule, policy or procedure not in conflict with this Agreement, or to
14 negotiate the impact of any such change on bargaining unit members.

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ARTICLE 33

MISCELLANEOUS

- A. For all new hires that are bargaining unit members, during the orientation and onboarding process, the Sheriff shall provide them a one-page letter or pamphlet about FOP. The letter or pamphlet shall be prepared by FOP and shall be for the purpose of introducing the bargaining unit member to FOP. The Sheriff must approve the form of the letter prior to its use.
- B. The Fraternal Order of Police or their designated representative within the agency shall be contacted following certain critical incidents, as provided in the Sheriff's policies.

1 **ARTICLE 4**

2 **DURATION**

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5 A. This Agreement shall become effective October 1, 2020 upon ratification of
6 both parties and shall remain in full force and effect until midnight
7 September 30, 2023.

8 B. In fiscal year 2021-2022 and fiscal year 2022-2023, each party shall be
9 afforded the right to re-open one additional Article of this Agreement for
10 negotiation. This is in addition to the parties having the right to re-open the
11 agreement to engage in negotiation each fiscal year regarding wages, as
12 provided in Article 23.

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14
15
16
17 _____
18 Wayne Helsby, Esq.
19 Lead Negotiator
20 Marion County Sheriff's Office

George F. Hachigian
Florida State Lodge Fraternal Order of
Police, Inc.

21
22
23
24
25
26 _____
27 Date

Date

28
29
30
31
32 _____
33 Billy Woods, Sheriff
34 Marion County Sheriff's Office

35
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37 _____
38 Date

**Appendix A - Marion County Sheriff's Office
Report of Grievance Form**

Employee's Name: _____ ID#: _____ Job Title: _____
 Bureau: _____ Division: _____

Brief Explanation of Grievance

Name of Immediate Supervisor: _____

I respectfully request this action

Pages Attached: _____ Today's Date: _____ Employee's Signature: _____

Human Resources Director's Signature: _____ Date Rec: _____ Time Rec: _____

Step 2	Date Received: _____ Time Received: _____ <u>Immediate Supervisor's Statement and Solution</u>	
	Date: _____ Supervisor's Signature: _____	
	_____ Solution IS Acceptable _____ Employee's Signature Date: _____	Refer To: _____ _____ Solution IS NOT Acceptable, Because: _____ _____
*Step 3	Date Received: _____ Time Received: _____ <u>Immediate Supervisor's Statement and Solution</u>	
	Date: _____ Supervisor's Signature: _____	
	_____ Solution IS Acceptable _____ Employee's Signature Date: _____	Refer To: _____ _____ Solution IS NOT Acceptable, Because: _____ _____
Step 4	Date Received: _____ Time Received: _____ <u>Immediate Supervisor's Statement and Solution</u>	
	Date: _____ Supervisor's Signature: _____	
	_____ Solution IS Acceptable _____ Employee's Signature Date: _____	Refer To: _____ _____ Solution IS NOT Acceptable, Because: _____ _____
Step 5	Date Received: _____ Time Received: _____ <u>Immediate Supervisor's Statement and Solution</u>	
	Date: _____ Supervisor's Signature: _____	
	_____ Solution IS Acceptable _____ Date	Refer To: _____ _____ Solution IS NOT Acceptable, Because: _____ _____ Employees Signature

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