

CHAPTER 251

COLLECTIVE BARGAINING

251-1. County Police -- Designation, Qualification and Exclusive Nature of Police Bargaining Representative

- (A) The Board of Commissioners authorizes the designation of the Fraternal Order of Police, or an alternate representative, as the bargaining representative of the bargaining unit defined in Section 251-2, subject to the conformance of the Fraternal Order of Police, or an alternate representative, to the qualification stated in subsection (B).
- (B) The Fraternal Order of Police, or an alternate representative, must present evidence of a nature satisfactory to the Board of Commissioners that it represents fifty percent (50%) or more of the employees in the bargaining unit.
- (C) The Fraternal Order of Police, or an alternate representative, shall be the exclusive representative of the bargaining unit, subject to its qualification under subsection (B).

251-2. County Police--Police Bargaining Unit, Included and Excluded Personnel

- (A) The bargaining unit shall include the following categories of personnel within the Monroe County Police Department, subject to the exceptions of subsection (B):
 - (1) all full-time Merit Deputies, this does not include the rank of Captain or Chief Deputy;
- (B) The bargaining unit shall not include:
 - (1) the Sheriff;
 - (2) the Chief Deputy;
 - (3) the jail matron;
 - (4) jail cooks;
 - (5) school crossing guards;
 - (6) any CETA employee; and
 - (7) any part-time employee.

251-3. County Police--Spokespersons for the County and Police Bargaining Representative

Monroe County and the Fraternal Order of Police, or an alternate representative, shall be free to select their own spokespersons and representatives for the purpose of carrying out Sections 251-1 to 251-9 and shall be free of interference by the other party in that respect. The spokespersons and representatives of Monroe County shall be the Board of Commissioners or its designees and the County Council or its designees.

251-4. County Police--Time Schedule for Bargaining

- (A) Bargaining between the Board of Commissioners and the Fraternal Order of Police, or an alternate representative, shall begin at a mutually agreeable time in 1981 prior to the beginning of the budget-making process. The aim of bargaining in 1981 is to develop an agreement for the calendar year or years following 1981. The parties shall have the power to enter into agreements covering a period of more than one (1) calendar year.
- (B) Unless mutually agreed otherwise by the parties, bargaining in years subsequent to 1981 shall begin no later than March 15 and end no later than May 15 of that same year. As in 1981, bargaining in any given year is for the purpose of reaching agreement for a subsequent year or years.

251-5. County Police--Issues Subject to Bargaining

- (A) Issues subject to bargaining are:
 - (1) salary and pay schedules, including shift pay, overtime pay, holiday pay, unscheduled duty pay and salary payable at each of the established steps in grade pay;
 - (2) vacation accumulation rate;
 - (3) retirement benefits;
 - (4) layoff procedures;
 - (5) grievance procedures;
 - (6) clothing allowances;
 - (7) group medical insurance, life insurance and false arrest insurance; and
 - (8) such other compensation and benefits as may be appropriate.
- (B) Issues subject to bargaining do not include selection of insurance carriers.

Monroe County is not obligated to bargain about any plan or benefit that would cause or result in more than one (1) group of County employees for group insurance purposes or more than one (1) group insurance plan among County employees.

251-6. County Police--Advisory Mediation in the Event of an Impasse

- (A) In the event that the parties are unable to develop a collective bargaining agreement pursuant to Sections 251-1 to 251-9 for any year subsequent to 1981, either party may declare that an impasse has been reached and request advisory mediation. Upon such a declaration and request, the parties shall promptly request that the Federal Mediation and Conciliation Service or another mediation committee agreed to by both parties either assign a mediator or provide a list of five (5) mediators from which each party shall alternate in striking names until only one name is left, and such person shall be the mediator.
- (B) The recommendation of the mediator shall be advisory only and shall not be binding on the parties. The costs of mediation shall be borne by the parties.

251-7. County Police--Prohibited Acts, Nullification of Collective Bargaining Law and Agreement

The Fraternal Order of Police or an alternate representative and the members of the bargaining unit shall not engage in, sanction or defend strikes, work stoppages, slowdowns, picketing or interference with, or departures from, the performance of duties as prescribed by the Sheriff of Monroe County. In the event that the Fraternal Order of Police, or an alternate representative, or members of the bargaining unit do so engage in, sanction or defend such job action, Sections 251-1 to 251-9 and any collective bargaining agreement entered into between the parties, pursuant to Sections 251-1 to 251-9, shall be null and void and of no effect. The provisions of this section are not intended to limit the rights of Monroe County to other forms of relief accorded by law.

251-8. County Police--Effect of Collective Bargaining Law on Authority of County and Sheriff

Sections 251-1 to 251-9 shall not limit or diminish the authority and responsibility of Monroe County to manage and direct the operations and activities of Monroe County or the authority and responsibility of the Sheriff to manage and direct the operation and activities of the Sheriff's Department to the full extent authorized or permitted by law.

251-9. County Police--Good Faith Required in Obtaining Approval of Agreement

Monroe County and the Fraternal Order of Police, or an alternate representative, shall make every good faith effort to obtain all necessary authorizations of the collective bargaining agreements arrived at by the parties.

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