

## **CHAPTER 253**

### **COLLECTIVE BARGAINING WITH JAIL PERSONNEL**

#### **253-1. Designation of Bargaining Representative, Qualifications of Representative and Exclusive Nature of Representation**

- (A)** The Board of Commissioners of Monroe County hereby authorizes the establishment of a jail-staff bargaining unit, by whatever name it may prefer to be known, as bargaining representative, as defined in 253-2, subject to qualification as stated in subsection 253-1(B).
- (B)** The jail-staff bargaining unit must present evidence satisfactory to the County that it represents sixty percent (60%) or more of the full-time jail staff actually employed at the onset of the initial contract negotiations for a given time period.
- (C)** The duly-elected jail-staff bargaining unit shall be the exclusive recognized representative of the jail staff for the purpose of collective bargaining with the County, subject to its qualification under subsection 253-1(B) above.

#### **253-2. Composition of Bargaining Unit**

- (A)** The bargaining unit shall include the following categories of personnel, subject to the exceptions of subsection 253-2(B): all full-time jail staff (including jail officers, corporals, sergeants and captains), all full-time jail administrative staff and full-time staff in other directly jail-related employ.
- (B)** The bargaining unit shall not include:
  - (1)** the Sheriff;
  - (2)** the Chief Deputy;
  - (3)** the Jail Matron;
  - (4)** part-time employees;
  - (5)** work-study employees;
  - (6)** community corrections employees;
  - (7)** Sheriff's Department employees represented for collective bargaining purposes under MCC 251;
  - (8)** volunteer workers or court-ordered restitution workers;
  - (9)** CETA employees.

#### **253-3. Date of Commencement of Bargaining**

Unless mutually agreed, bargaining between the jail-staff bargaining unit and the County shall begin no later than March 15 and end no later than May 15 of the same year, the year in which a contract is to be concluded agreeing for the calendar year(s) under

consideration. The parties shall have the power to enter into agreements covering a period of more than one (1) calendar year.

**253-4. Issues Subject to Bargaining and Excluded Issues**

(A) The following issues are subject to bargaining:

- (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) lay-off procedures;
- (5) grievance procedures;
- (6) clothing and equipment allowances;
- (7) group medical insurance, life insurance, false-arrest insurance, other insurance programs; and
- (8) such other compensation and benefits as may be appropriate.

(B) Issues subject to bargaining do not include selection of insurance carriers. The 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.

**253-5. Representatives of the Parties**

The County and the jail-staff bargaining unit shall be free to select their own respective spokespersons and representatives for purposes of carrying out this Chapter and shall be free of interference by the other party in that respect. The spokespersons and representatives of the County shall be the County Commissioners or their designees and the County Council or their designees.

**253-6. Mediation and Sanctions**

(A) In the event that the parties are unable to develop a collective bargaining agreement pursuant to this Chapter, either party may declare that an impasse has been reached and request advisory mediation. Upon such a declaration and request, the parties shall request promptly 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, which person shall be the mediator.

The recommendation of the mediator shall be advisory only and shall not be binding on the parties. Costs of mediation shall be borne by the County.

- (B) The jail-staff bargaining unit and the supporting members thereof 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 the County. In the event that the jail staff bargaining unit, or the supporting members thereof, engage in such job action, such collective bargaining agreement entered into between parties, pursuant to this Chapter, shall be null and void and of no effect. The provisions of this paragraph are not intended to limit the rights of the County to other forms of relief accorded by law.

**253-7. Relation to Other Law**

This Chapter shall not limit or diminish the authority and responsibility of the County to manage and direct the operations and activities of the 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 and permitted by law.

**253-8. Authorization**

The County and the jail-staff bargaining unit shall make every good faith effort to obtain all necessary authorizations of the collective bargaining agreements arrived at by the parties.

**253-9. Severability**

If any section, sentence or provision of this Chapter, or the application thereof, to any persons or circumstances should be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions or applications of this Chapter, which can be given effect without the invalid provisions or applications, and to this end the provisions of this Chapter are declared to be severable.

**[end of chapter]**