

LABOR AGREEMENT

BETWEEN

LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL #415

(Licensed Lieutenant Unit)

AND

THE COUNTY OF HOUSTON

JANUARY 1, 2022 - DECEMBER 31, 2024

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This Labor Agreement is entered into between the Houston County Board of Commissioners, hereinafter the "Employer" and the Law Enforcement Labor Services, Inc., Local #415, hereinafter the "Union".

ARTICLE 1. PURPOSE

1.1

To establish the foundation for harmonious and effective labor-management relationship;

1.2

To provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;

1.3

To specify the full and complete understanding of the parties; and

1.4

To memorialize in writing the parties agreement regarding rates of pay, hours of work, and other terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

2.1

The Employer recognizes the Union as the exclusive representative for purpose of meeting and negotiating the terms and conditions of employment for all Employees in the bargaining unit composed of: All licensed Lieutenant essential employees of the Houston County Sheriff's Office, Caledonia Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees, as certified by the Bureau of Mediation Services, Case No.18-PLC-0072.

2.2

Job classifications considered to be within the bargaining unit and covered by this Agreement are as follows:

Deputy Sheriff Lieutenant

Deputy Sheriff Lieutenant, Canine Handler

2.3

Disputes which may occur between the Employer and the Union, as to the inclusion or exclusion of a new or revised job classification in the unit defined above, shall be referred to the Bureau of Mediation Services for determination.

2.4

The employer agrees not to enter into any agreement individually or collectively with employees in this unit, or with any other labor organization with regard to employees in this unit, which alters or conflicts with the terms and conditions of this Agreement.

ARTICLE 3. SCOPE OF AGREEMENT

3.1

It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," which are defined as the hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rules or regulations promulgated thereunder.

3.2

The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplements such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

ARTICLE 4. EMPLOYER AUTHORITY

4.1

It is recognized by both parties that except as expressly stated herein, the Employer, through the County Sheriff, shall retain rights and authority necessary to operate and direct the affairs of Houston County Sheriff's Office in all of its various aspects, including, but not limited to: the right to direct the working forces; to plan, direct and control all operations and services of the department, to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; to assign and transfer Employees; to schedule working hours, and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve Employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:

4.1.1

Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules;

4.1.2

Maintain the efficiency of the government operations; and

4.1.3

Take whatever actions may be necessary to carry out missions of the County in emergencies.

4.2

Any term or condition of employment not explicitly established by this agreement shall remain with the Employer to establish, modify or eliminate.

ARTICLE 5. UNION RIGHTS AND SECURITY

5.1

The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues. Such monies and listing of employees from whom such deduction has been made shall be remitted as directed by the Union.

5.2

The Union may designate two (2) employees from the bargaining unit to act as stewards and shall inform the Employer within ten (10) days, in writing of such choice and changes in the position of Steward. Stewards shall have the right to process grievances, as established by Article 21 (Grievance Procedure) and other duties and responsibilities as established by this Agreement.

5.3

Up to two (2) stewards shall be compensated, at straight-time, for the actual time spent in negotiations. The time spent in negotiations shall not be used to create overtime or comp time in calculating the total hours worked for the pay period.

5.4

The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union recreational or social affairs and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

5.5

The Union agrees to indemnify and hold the Employer harmless against any claims, suit, order, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.

5.7

The Union will receive a two (2) week notice of changes in the established work rules unless such change is necessitated by an emergency situation.

ARTICLE 6. EMPLOYMENT STATUS

6.1

Personnel employed and scheduled for eighty (80) hours per two-week pay period shall be defined as regular full-time employees.

6.2

The work week for fulltime employees shall be forty (40) hours per week, eight (8) hours per day or ten (10) hours per day, including a one-half (1/2) hour paid lunch hour per day.

ARTICLE 7. TRIAL WORK PERIOD

7.1

The trial work period for Lieutenant shall be one (1) year.

7.2.

The trial work period shall serve as a period of time during which the employee's fitness and ability to perform job classification duties and responsibilities shall be evaluated.

7.2.1

At any time during the trial work period an employee who had been promoted to Lieutenant from within the Department may be demoted, at the discretion of the Sheriff, with two (2) weeks prior notice to the Human Resources Office and the County Board. Employees demoted during a promotional period:

- Shall receive written notice of any reasons for such demotions;
- Shall have the right to return to their previously held job classification; and
- Shall be compensated at their salary prior to the promotion.

7.2.2

With the Sheriff's approval and two (2) weeks prior notice to Human Resources Office and the County Board, employees shall have the right, at any time during the promotional trial work period to voluntarily demote to their previously held job classification, wage step, and seniority.

7.3

Employees shall, during the first six months of a trial work period, accumulate sick leave and vacation as provided by Articles 11 and 12. During the trial work period, employees may request the use of accumulated sick leave but not accumulated vacation. Internally promoted deputies to the rank of Lieutenant may continue to use accrued sick leave and accrued vacation while serving a trial work period.

ARTICLE 8. HOURS OF WORK AND SHIFT BIDDING

8.1

The scheduled workday, work week and work shift shall be established and posted by the Sheriff on a monthly basis. Each month's schedule shall be posted no later than the twentieth (20th) of the preceding month.

8.1.1

The Sheriff will notify the Employee at least ten (10) calendar days prior to implementation of changes to the schedule.

8.1.2

Nothing in the Agreement shall prohibit the Sheriff from changing the permanent work schedule to meet emergencies.

8.2

The normal work week for all Employees shall be forty (40) hours per week with eight (8), or ten (10) per day including a one-half (1/2) hour paid lunch break per day.

8.2.1

Notwithstanding the provisions of Article 8.2, the Employer and employee may, by mutual agreement, deviate from the normal workweek or workday. This does not restrict the Sheriff in changing the work schedule pursuant to the provisions of Article 8.1.

8.3

All employees shall be at their assigned duty station ready for work at their scheduled starting time and remain in a duty status until the scheduled quitting time or until relieved by the Employer.

8.4

Nothing in the Agreement shall be construed as, and is not intended to be, a guarantee of any hours of work per normal week or day.

8.6

The normal work day shall consist of eight (8), or ten (10) hour shifts. The normal work year for full-time employees is two thousand eighty (2,080) hours to be accounted by each employee through:

- A. Hours worked on assigned shifts;
- B. Holidays;
- C. Assigned training;
- D. Authorized leave time.

ARTICLE 9. OVERTIME/CALL BACK/ON CALL/COURT TIME

9.1

Overtime shall be defined as hours assigned by the Employer and worked by the employee as follows:

Hours in excess of eight (8) hours per day, or ten (10) hours per day, or eighty (80) hours per two (2) week period.

9.2

Notwithstanding the provisions of Article 9.1, employees who have mutually agreed to flexible scheduling, as provided in Article 8.2.1, shall receive overtime compensation for all hours worked in excess of eighty (80) hours for the pay period.

9.3

If an employee is scheduled to work four (4) or more consecutive Saturdays and/or Sundays, they shall receive overtime compensation for each consecutive Saturday and/or Sunday shift starting with the fourth (4th) consecutive Saturday and/or Sunday shift.

Example 1

An employee who is normally scheduled to work every other weekend is scheduled to work what is considered to be a Saturday and/or Sunday shift on the weekend that would have been this employee's weekend off. This employee then works the following weekend as part of their normal schedule. This situation does NOT qualify the employee for overtime.

Example 2

The same situation exists as in Example 1, however the employee is scheduled to work what is considered to be a Saturday and/or Sunday shift on the next weekend which would have been the employee's weekend off. Since the employee has now worked what is considered a Saturday and/or Sunday shift for four (4) consecutive weeks in a row the employee is entitled to overtime compensation for this particular Saturday and/or Sunday shift.

Example 3

The same situation exists as in Example 2; however this employee now works the following weekend as part of their normal schedule. This situation also qualifies the employee for overtime since the employee has now worked what is considered to be a Saturday and/or Sunday shift for five (5) consecutive weekends.

9.4

Overtime hours assigned and worked shall be compensated at a rate of one and one-half (1- 1/2) times an employee's base hourly rate of pay. Premium compensation earned as a result of working overtime may be taken in the form of a cash payment or as compensatory time off, to be used in one hour increments the same manner as their accrued vacation. The fourteen (14)

day notice may be waived by the supervisor. Employees can bank up to 120 hours of compensatory time off at any time during the year. Employees may carry a compensatory time accrual bank up to 120 hours. Employees, who have accumulated comp-time balances, may with Sheriff's approval have their balance, any portion of their balance above forty (40) hours, cashed out during any regular payroll period at the employee's current hourly rate. Employees may carry over up to one hundred twenty (120) hours from one year to the next.

9.5

Overtime assigned by the Sheriff shall be worked unless such assignment is excused by the Sheriff.

9.6

Court time shall mean the hours that an employee is required to appear at a work-related court proceeding that occurs outside of the employee's assigned hours.

9.7

Call Back and/or Court Time. An employee called in for work at a time other than his normal scheduled shift, will be compensated for a minimum of two (2) hours at one and one-half (1- 1/2) times the employee's base rate. An early start or extension of a scheduled shift shall not be considered a call back. Employees will be notified of the cancellation of court appearances at least twenty-four (24) hours prior to the scheduled appearance. If the notification of cancellation is less than twenty-four (24) hours prior to the scheduled appearance, the employee will receive the two-hour court time minimum.

9.8

On Call. When coverage does not exist or is inadequate, employees will be notified by the Sheriff's Office that they are on-call. Employees who are on-call are required to respond when called and report for work when needed. Regularly scheduled on-call time will be divided evenly between employees within the bargaining unit whose shift has just been completed and whose shift is just about to begin. Employees will be subject to discipline for failing to respond or report for work. Employees required by the Sheriff to be on-call shall receive one hour of comp-time for each hour he or she is designated as being on call.

9.9

For the purpose of computing compensation as provided by this Article, hours worked shall not be compounded, pyramided or counted twice for the same hours worked.

9.10

Sheriff's Deputy Lieutenants are Exempt Employees and are not eligible to receive overtime or other premium pay under this provision after January 1, 2022 except as follows:

- Employees promoted to Lieutenant prior to January 1, 2022 shall continue to qualify for Article 9, Overtime/Call Back/On Call/Court Time set forth above during their term of employment as a Lt.

- Exempt Employees may receive overtime pay at a rate of one and one-half (1- 1/2) times an employee's base hourly rate of pay for all externally funded assignments. This includes grant funded public safety assignments and assignments for which the Employer is compensated at a rate based on the employees one and one-half (1- 1/2) times an employee's base hourly pay rate.
- Exempt Employees may receive overtime pay upon the Board of Commissioners' declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor's written pre- authorization for all such over-time. Board declared overtime will be paid as straight time, calculated by the Employee's equivalent hourly rate based on a 2080-hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two-week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee; for example, natural disaster, pandemic, or other emergency condition. This emergency declaration provision shall not be grievable/arbitrable under Article 23, of this Agreement.

ARTICLE 10. JOB CLASSIFICATION, WAGES AND POST EMPLOYMENT HEALTH CARE SAVINGS PLAN (PEHCSP)

10.1

Employees covered by this Agreement shall be compensated based on their job classification and length of continuous employment for all hours worked in accordance with the Salary Schedule attached hereto as Appendix "A".

10.2

Job descriptions should be reviewed annually so as to be an accurate reflection of the position duties. Job classifications covered by this agreement will be reviewed as follows:

- The employer or the employee may request a classification/banding review of the position;
- An employee requesting a review must complete a County Position Analysis Questionnaire (PAQ) and submit it to the Sheriff;
- The Sheriff (designee) may review the employee completed PAQ for accuracy and provide written comments;
- The Sheriff (designee) should forwarded the PAQ with his/her comments to the HR Director within 21 calendar days of receipt of the employee PAQ;
- Should the Sheriff elect not to comment on the employee PAQ, the document may be forwarded by the employee to the HR Director after the 21 day response period expires;
- The HR Director shall perform a position audit, meeting with the employee and the Sheriff (designee). Should the HRD determine a significant change has occurred in the

position duties the HR Director will forward all documents and an HR Director audit summary to a 3rd party vendor for a classification review and banding determination within 21 days of receipt of the documents from the Sheriff or designee;

- In the event of a vendor review is warranted, the HR Director will communicate the vendor's banding determination to the employee and to the Sheriff;
- Any Changes to classification/banding will be communicated to the Union. Any changes in employee compensation grids will be properly negotiated between the Union and the Employer and ultimately must be approved by the Board of Commissioners; and
- A classification/banding request may only be made once per 12 month period per employee. The County agrees to have a 3rd party vendor complete a banding review a minimum of once every thirty-six (36) months.

10.3

The employer will maintain the post-employment health care savings plan (PEHCSP) offered by the Minnesota State Retirement System to be funded by employee payments/contributions and severance amounts, as allowed by law.

10.4

The parties agree to re-open the 2021-2023 Labor Agreement for the sole purpose of meeting and negotiating wages for years 2022 and 2023.

ARTICLE 11. SICK LEAVE

11.1

Full-time employees shall earn sick leave at the rate of 3.7 hours per bi-weekly pay period.

11.2

No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.

11.3

All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

11.4

Accumulated sick leave may be approved for absences for the following reasons:

11.4.1

Because of illness or injury which prevents the employee from performing job duties and responsibilities.

11.4.2

Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.

11.4.3

Pursuant to Minn. Stat. §181.9413:

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

11.4.4

For the care of the employee's child pursuant to Minn. Stat. §181.9413.

11.5

The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification.

11.6

Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).

11.7

Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).

11.8

Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice maybe subject to discipline as provided by Article 20 (Discipline and Discharge).

11.9

When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.

ARTICLE 12. VACATION

12.1

Full-time employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:

12.1.1

From the start of employment through the first (1st) year of continuous employment at the rate of 3.08 hours per bi-weekly pay period.

12.1.2

From the start of the second year through the end of the fifth year continuous employment at the rate of 3.7 hours per bi-weekly pay period.

12.1.3

From the start of the sixth year through the end of the tenth year continuous employment at the rate of 4.31 hours per bi-weekly pay period.

12.1.4

From the start of the eleventh year through the end of the fifteenth year continuous employment at the rate of 4.93 hours per bi-weekly pay period.

12.1.5

From the start of the sixteenth year through the end of the twentieth year continuous employment at the rate of 5.54 hours per bi-weekly pay period.

12.1.6

From the start of the twenty-first year through the end of the twenty-fifth year of continuous employment, at the rate of 6.16 hours per bi-weekly pay period.

12.1.7

From the start of the twenty-sixth year of continuous employment and thereafter, at the rate of 6.76 hours per pay period.

12.2

Two (2) years earned vacation days may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to two (2) years accumulation by the end of the last payroll period of the calendar year; and employees who resign or retire must have their vacation accrual reduced to the two (2) year accumulated maximum, at the time of retirement or resignation, or forfeit those hours accumulated over the two (2) year maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the two- (2) year accumulated maximum.

An employee shall have preference as to the time of vacation in accordance with seniority provided:

12.2.1

All such preference for more than three (3) days of vacation shall be made known to the Employer at least thirty (30) days prior to the first (1st) day of the month which the vacation is to be scheduled.

12.2.2

Two (2) employees may be scheduled a vacation leave at the same time with the approval of the Sheriff.

12.2.3

Maximum vacation time that may be taken at one (1) interval is ten (10) working days.

12.2.4

Minimum vacation time that may be taken at one (1) interval in one (1) hour for all personnel covered under this contract and a fourteen (14) day notice of that intent is mandatory to such vacation being granted. (The mandatory fourteen (14) day notice can be waived for good cause).

12.2.5

Employees shall accumulate vacation during the trial work period, but shall not be eligible to take vacation until completion of the first 6 months of the trial work period. This section does not apply to an internally promoted Lieutenant who previously successfully served a trial work period as a Deputy.

ARTICLE 13. BEREAVEMENT LEAVE

13.1

Full-time employees may use of up to a maximum of three (3) scheduled work days, with pay, for bereavement in the event of the loss of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, step mother, step father, grandparents, step grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren; and the mother, father, step mother, step father, aunt, uncle, brother, sister, grandparents, and step grandparents of the employee's spouse. Employees unable to report to work on an assigned work-day due to the death of a family member listed herein shall notify the Sheriff (designee) as soon as is practicable of the impending absence.

13.1.1

When bereavement leave is scheduled employees, for compensation purposes, will be considered to have worked their normal work day.

ARTICLE 14. SCHOOL CONFERENCES

14.1

Employees may attend school conferences pursuant to Minn. Stat. §181.9412, as amended.

ARTICLE 15. JURY DUTY

15.1

If an employee is required to serve on a jury, the Employer shall compensate the employee the difference between jury duty pay and his/her regular hourly rate of pay.

ARTICLE 16. INSURANCE

16.1

The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance program will be negotiated with the Union except those required by law. Employees may elect to enroll individually or enroll for dependent coverage of the hospital and medical program.

16.2

Effective January 1, 2022, the single coverage contribution by the County for the \$3,500 CDHP shall be 95% of the single premium for the plan.

16.3

Effective January 1, 2022, the County contribution rate for family and dependent Coverage for employees choosing the \$7,000 CDHP shall be 85% of the family premium for the plan.

16.4

In addition to the County's monthly premium contribution, those choosing the \$3,500/\$7,000 CDHP shall receive County contributions into a VEBA or HSA HealthCare savings account for qualified employees as follows (subject to federal Internal Revenue Code rules and regulations): Employees selecting CDHP single or dependent/family coverage shall receive a County contribution of fifty percent (50%) of the deductible made in four equal installments payable in January, April, July, and October in conjunction with the 1st pay period of each listed month.

The County reserves the right to eliminate any health plan option from the annual enrollment options listing should the enrollment in any plan decrease to less than ten (10) employees county-wide at any time during that current calendar year. Written notice of intent to eliminate a plan shall be delivered to the Union by September 15th of the year prior to the effective date of the plan elimination. The effective date for plan option elimination would be January 1st of the subsequent calendar year following such notice.

16.5

The Employer agrees to increase its contribution towards dependent health and life insurance coverage for the members of this bargaining unit, to the same extent that the Employer increases its contribution for members of any other bargaining unit in the County.

16.6

Prior to annual enrollment, the Employer will provide employees written notice of any premium and deductible increases for the subsequent plan year.

16.7

The Employer shall provide each employee a ten thousand dollar (\$10,000) term life insurance policy subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier.

16.7.1

The Employer shall pay the full cost of the monthly premium cost of the term life insurance program for all full-time employees.

ARTICLE 17. INDEMNIFICATION

17.1

The Employer agrees to indemnify employees in accordance with the statutory provisions of Minnesota Statutes 466.07 (2017).

ARTICLE 18. HOLIDAYS

18.1

Eleven (11), work days shall be considered paid holidays for full-time employees.

18.2

The eleven (11) holidays shall be accrued/observed as follows:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Spring Holiday	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving Day	
Christmas Day	December 25th

18.3

To be eligible for holiday pay, employees must have worked their last scheduled work day before the holiday and their first scheduled work day following the holiday, unless the absence is approved by the Sheriff.

18.4

Holidays which occur during an employee's scheduled vacation shall be considered an accrued holiday.

18.5

All employees required to work on any of the holidays specified by this Article shall be paid at the rate of one and one half (1 1/2) times the employee's base pay for all hours worked, or as compensatory time, in addition to their holiday pay.

18.6

All employees covered by this agreement shall be compensated up to eight (8) hours, based on their full-time equivalency, at their basic rate of pay for each of the holidays provided for by this section.

18.7

Holiday pay shall be paid in two (2) payments, one in June and one in December of each year.

18.8

Employees who work on Christmas Eve (December 24th) shall be paid at the rate of one and one half (1 1/2) times the employee's base pay for all hours worked, as cash or compensatory time

off, for all hours worked of the shift that is considered to be on December 24th however Christmas Eve shall not be considered a paid holiday.

ARTICLE 19. SEPARATION

19.1

Employees shall be considered separated from employment with Employer based on the following actions:

19.1.1

Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. In the event of unusual circumstances beyond the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.

19.1.2

Retirement. Employees may retire from employment in accordance with retirement rules set forth under the Public Employees Retirement Act.

19.2

Employees may be discharged from employment as provided by Article 20 (Discipline and Discharge).

19.2.1

Employees absent from work without an appropriate absence as provided by this Agreement may be discharged as provided in Article 21 (Discipline and Discharge).

19.3

Employees re-employed by the Employer following separation shall be considered as original hires and shall serve a trial work period.

19.4

Employees separated from employment, except for discharge or termination, during the trial work period, shall be compensated for all accumulated vacation and compensatory time at the time of separation or to the employee's estate in the event of death.

19.5

Upon employee's separation from employment, except for discharge or termination during trial work period, the employee shall be compensated for all accumulated unused sick leave up to the accumulated maximum at the time of separation, or to the employee's estate in event of death, at the rate of fifty five (55%) percent to a maximum of fifty five (55) days/four hundred forty (440) hours, may convert 80 hours of unused sick leave to one (1) months paid up health insurance for

the employee only. Such payment upon separation will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

An employee must have been employed for a period of ten (10) years to qualify for the above provision, except that an employee who has been laid off may qualify for the above provision upon layoff, regardless of years of service.

ARTICLE 20. LEAVES OF ABSENCE

20.1

Except as authorized by FMLA, USERRA, or other statute, in the event it is necessary for an employee to be absent from work for reasons other than those provided for in this Agreement including an extended sick leave without pay as provided in Section 11.5, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.

20.2

Except as authorized by FMLA, USERRA, or other statute, requested leaves of absence will be granted only when such leave will not affect the service provided by the Employer, is recommended by the Sheriff, and is approved by the County Board.

20.3

During an unpaid leave of absence Employees will earn no compensation or benefits established by the Agreement.

20.4

Employees who are absent from work without an approved leave of absence shall be subject to discipline as provided by Article 20 (Discipline and Discharge) and shall receive no compensation during the period of absence.

ARTICLE 21. DISCIPLINE AND DISCHARGE

21.1

The Sheriff, shall have the right to impose disciplinary actions on Employees for just cause.

21.2

Disciplinary action by the Sheriff, may include any of the following actions:

1. Oral Reprimand; 2. Written Reprimand; 3. Suspension; 4. Demotion; and 5. Discharge.

21.3

Written reprimands, notices of suspension, and notices of discharge shall be delivered to and acknowledged by signature of the employee, prior to placement of said document into the employee's file. Such a signature is not an admission of wrongdoing. The employee will receive a

copy of such reprimands and or notice. In the event the employee refuses to acknowledge delivery of documentation of discipline the employer may make a notation to that effect. Upon the employee's request an oral reprimands shall be removed from the personnel file after 18 months so long as no other discipline has taken place since that time period.

21.4

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

21.5

Employees who receive a written reprimand or who are suspended or discharged may grieve such actions through the provisions of Article 22 (Grievance Procedure), provided that if no appeal is made of such disciplinary action within 21 consecutive days of its occurrence, this right is waived.

ARTICLE 22. LAYOFF

22.1

Employees may be laid off and/or reduced in rank by the Employer to meet the needs of the Employer. In the event a layoff and/or reduction is necessary, the work force shall be reduced based on unit seniority, ability to perform available work, and work performance within the affected job classifications.

22.2

An employee who receives written notice of his/her layoff shall have the right to bump (displace) an employee in an equal or lower ranked classification with less unit seniority in this or the LELS Local #237, Licensed Deputies, of which the employee was a member, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping and the other unit recognizes the seniority rights of the former unit member. Employees exercising bumping rights into a lower classification shall have his/her wage "frozen" at the classification/rank wage of the position he/she is vacating and is not entitled to an across the board wage increase until such time the pay scale of the lower position equals or exceeds the wage rate of the employee's higher classification/rank.

ARTICLE 23. GRIEVANCE PROCEDURE

23.1

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or conditions of this Agreement.

23.2

The Employer will recognize Union representatives designated by the Union as stewards having the duties and responsibilities established by this Article.

23.3

Other representatives of the Union shall be permitted to enter into the premises of the Employer in connection with grievances under this Article so long as they do not interfere with the normal duties of employees, and they notify the office of the Sheriff before coming onto the job site.

23.4

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities. The aggrieved employee and the steward may be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the steward have notified and received the approval of the Sheriff who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Grievances as defined by 23.1 shall be resolved in conformance with the following procedure:

STEP 1

An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer's designated representative will discuss and give the answer to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer's designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2

If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3

If appealed, the written grievance shall be presented by the Union and discussed with the County Board, or its designee. The County Board shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days

following the County Board's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

STEP 4

If the grievance is not resolved at Step 3 of the grievance procedure, the party shall submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves the timelines for Step 5 of the grievance procedure.

STEP 5

A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by State Law.

23.5

Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subject from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decision on any other issue not so submitted.

23.5.1

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the Grievance presented.

23.5.2

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

23.6

Waiver of Grievance. If a grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Union may elect to treat the grievance as denied at that Step and immediately appeal the

grievance to the next Step. The time limit of each Step may be extended by mutual agreement of the Employer and the Union.

23.7

Choice of Remedy. If, as a result of the written Employer response in Step 4 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of any Employee who has completed the required trial work period, the grievance may be appealed either to Step 5, Article 23 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 23, the grievance is not subject to arbitration procedure as provided in Step 5 of Article 23. The aggrieved Employee shall indicate which procedure is to be utilized-Step 5 or Article 23 or another appeal procedure--and shall sign a statement of effect that the choice of any other hearing precludes the aggrieved Employee from Step 5.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this Grievance procedure. If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled, the underlined language will automatically be deleted from the Labor Agreement.

ARTICLE 24. UNIFORM AND EQUIPMENT ALLOWANCE

24.1

Each Deputy Sheriff shall be allotted a uniform and equipment allowance of \$800.00 each year.

24.2 The Employer will provide an initial uniform package which will consist of the following:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 3 pair of pants
- 1 neck tie
- 1 lightweight coat
- 1 winter coat
- 1 rain coat
- 2 name tags
- 2 sets of collar brass

Two shirt badges and one camera will be provided, however, they will remain the property of the County. All other uniform items are to be purchased and maintained by the employee.

24.3

Upon termination of employment all patches, uniforms and equipment issued shall be returned to the Employer.

24.4

Lieutenants will be paid a uniform allowance as follows:

24.4.1

One half the allotments in June of each year, and one half the allotments in December of each year;

24.4.2

Lieutenants will be responsible to purchase their own authorized uniforms. Uniforms will not be charged to the County.

24.4.3

Upon presentation to the Employer of reasonable documentation the uniform was damaged in the line of duty, the County shall replace the damaged uniform and damaged Employer required equipment.

24.4.4

The Sheriff will authorize the type of uniforms allowed to be purchased and will inspect uniforms and if found to be in need of replacement, Lieutenants will replace the uniform within a reasonable period of time not to exceed three (3) months.

24.4.5

Initial uniforms will be furnished by the Employer. New employees are not eligible to collect a uniform allowance until the first biannual allotment following one-year of employment.

24.4.6

Uniform changes and or requirements implemented by the Sheriff that exceed fifty percent (50%) of the annual uniform allowance will be paid for entirely by the Employer, with no deductions to the employee's uniform allowance. Changes that cost less than 50% of the annual uniform allowance will be born in its entirety by the employee.

ARTICLE 25. SEVERABILITY

25.1

In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose findings, determinations, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 26. TRAINING AND MEETINGS

26.1

The Employer shall be responsible for providing a minimum of forty-eight (48) hours in a three-(3) year period of training required by the Peace Officers Standards Training (P.O.S.T.) Board for each Lieutenant. The Employer agrees to make payment directly to the P.O.S.T. Board on behalf of each full-time licensed employee in this bargaining unit. The employer shall pay for the full amount billed by the P.O.S.T. Board to renew each employee's P.O.S.T. license covered under this agreement.

26.2

Mandatory training or mandatory departmental meetings, as established and scheduled by the Sheriff or Chief Deputy, shall be counted as hours worked towards the computation of overtime. The Sheriff or Chief Deputy will make an effort to have training while Lieutenant is on duty. With the Sheriff or Chief Deputy's approval, Lieutenants may attend training classes other than mandatory training, on their own time and shall receive straight time pay for all hours spent in such training.

26.3

In addition to all other compensation received, Lieutenants who work as an instructor for authorized law enforcement training shall receive one-half (1/2) hour of compensatory time for each hour spent as an instructor for classes primarily intended for Sheriff's Office employees.

ARTICLE 27. INJURY ON DUTY

27.1

The parties recognize the employees working for the County of Houston Sheriff's Office, and covered by this Agreement, face a high potential for injury due to the nature of their employment. Such employee, who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury, shall be compensated in an amount equal to the difference between the employee's regular rate of take home pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed one thousand forty (1040) hours per disabling injury.

ARTICLE 28. PERSONAL PROPERTY

28.1

Personal property of the employee damaged or destroyed in the course of the regular performance of their duties, shall be replaced by the Employer at no cost to the employee, up to fifty dollars (\$50.00) per item. Replacement cost of employee's eye glasses or pistol will be up to

five hundred dollars (\$500.00). This provision does not apply towards any items damaged that are part of the Employer required uniform or equipment

ARTICLE 29. WAIVER

29.1

The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreement and understanding reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.

29.2

Therefore, the Employer and the Union for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered by this Agreement.

29.3

Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 30. DURATION AND PLEDGE

30.1

This Agreement shall become effective January 1, 2022, and shall remain in effect through the thirty-first (31st) day of December 2024, and continue in effect from year to year thereafter, unless changed or terminated as provided by Section 29.2.

30.2

Either party desiring to change or terminate this Agreement must notify the other in writing prior to September 1, 2024. Unless a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

30.3

In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

30.3.1

The Union, its officers, and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment. In the event of such an occurrence the Union will notify each employee, in writing, that such action is improper and that the employee must return to work immediately.

30.3.2

The Employer will not engage in, instigate, or condone any lockout of employees.

ARTICLE 31. CANINE HANDLER

31.1

A Lieutenant assigned as a "Canine Handler" and the canine shall collectively be known as the "Canine Team". The Canine Team shall be required to perform specific duties as provided for in the Sheriff's Office policy for the Canine Program in addition to normal patrol duties and assignments.

31.2

A Lieutenant assigned as the "Canine Handler" shall have specific responsibilities for the grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine, as provided for in the Sheriff's Office policy for the Canine Program. A Lieutenant assigned as the "Canine Handler" will be required to work a "canine shift" and compensation for the canine shift shall consist of two separate parts:

31.2.1

Off Duty Canine Care. Handler shall receive one hour of compensatory time off for each off duty day of the canine handler. Such compensatory time off shall be compensation for grooming, feeding, cleaning, exercising, etc. the canine on Off Duty days.

31.2.2

On Duty Canine Care. Handler shall be the same as any other Lieutenants with the following exception: the regularly scheduled shift shall be shortened by one hour and the handler shall be provided with one hour of paid time on each of these "On Duty" days for grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine.

31.2.3

The Employer recognizes the need to maintain canine certification. This is accomplished through consistently training with the canine eight (8) to ten (10) hours per month per certification. This training will take place, to the extent practicable, during the employee's scheduled shifts when there are opportunities to do so. However, with Sheriff's approval there may be training scheduled outside the employee's regularly scheduled work shift in order to meet certification requirements.

32.1

The Employer and the Union acknowledge the existence of a Police Canine Lease Agreement between the County as lessee and a Lieutenant in his individual capacity as lessor. Notwithstanding all employee terms and conditions of employment are governed by this Union bargained agreement and not any such lease agreement. The Employer and Union agree the Police Canine Lease Agreement does not violate Article 2.4 herein.

Agreed this the day of February 2022, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives:

FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 415:


Jay Maher, LELS Business Agent

Date: 02/18/2022


Tracie Erickson, LELS, Local #415 Steward

Date: ⁰³02/09/2022

FOR THE COUNTY OF HOUSTON:


Greg Myhre Houston County Board Chair

Date: 02/8/2022


Theresa Arrick-Kruger HR Director

Date: 02/8/2022

Approved as to Form and Execution:


Samuel Sandt, County Attorney

Date: 02/8/2022

APPENDIX "A" Wage Grids

*Current Employee initial placement subsequent to the 2021 compensation study.

BANDING	POSITION	EMPLOYEE	INITIAL STEP
C44	LIEUTENANT	ERICKSON, TRACIE	Step 9

**2022 Wage Grid
January - December
2.0% Increase**

*Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.

BAND	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
		2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS
C44	Lieutenant	\$32.58	\$33.72	\$34.90	\$36.13	\$37.39	\$38.70	\$40.06	\$41.45	\$42.90

**2023 Wage Grid
January - December
3.0% Increase**

*Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.

BAND	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
		2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS
C44	Lieutenant	\$33.56	\$34.73	\$35.95	\$37.21	\$38.51	\$39.86	\$41.26	\$42.69	\$44.19

**2024 Wage Grid
January - December
3.0% Increase**

*Grid represents hourly equivalents for Exempt employees, based on a 2080-hour work year.

BAND	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
		2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS	2080 HRS
C44	Lieutenant	\$34.57	\$35.77	\$37.03	\$38.33	\$39.67	\$41.06	\$42.50	\$43.97	\$45.52