

**LABOR AGREEMENT**

**BETWEEN**

**LAW ENFORCEMENT LABOR  
SERVICES, INC., LOCAL #60  
(Jailer/Dispatcher Unit)**

**AND**

**THE COUNTY OF HOUSTON**

**JANUARY 1, 2015 DECEMBER 31, 2017**

# TABLE OF CONTENTS

*Click on title to go to that section*

ARTICLE 1.	<a href="#">PURPOSE</a> .....	1
ARTICLE 2.	<a href="#">RECOGNITION</a> .....	1
ARTICLE 3.	<a href="#">SCOPE OF AGREEMENT</a> .....	2
ARTICLE 4.	<a href="#">EMPLOYER AUTHORITY</a> .....	2
ARTICLE 5.	<a href="#">UNION RIGHTS AND SECURITY</a> .....	3
ARTICLE 6.	<a href="#">EMPLOYMENT STATUS</a> .....	3
ARTICLE 7.	<a href="#">TRIAL WORK PERIOD</a> .....	4
ARTICLE 8.	<a href="#">HOURS OF WORK AND SHIFT BIDDING</a> .....	5
ARTICLE 9.	<a href="#">OVERTIME/CALL BACK/COURT TIME</a> .....	6
ARTICLE 10.	<a href="#">JOB CLASSIFICATION, WAGES and PEHCSP</a> .....	7
ARTICLE 11.	<a href="#">SICK LEAVE</a> .....	8
ARTICLE 12.	<a href="#">VACATION</a> .....	9
ARTICLE 13.	<a href="#">BEREAVEMENT LEAVE</a> .....	11
ARTICLE 14.	<a href="#">SCHOOL CONFERENCES</a> .....	11
ARTICLE 15.	<a href="#">JURY DUTY</a> .....	11
ARTICLE 16.	<a href="#">INSURANCE</a> .....	11
ARTICLE 17.	<a href="#">HOLIDAYS</a> .....	13
ARTICLE 18.	<a href="#">SEPARATION</a> .....	14
ARTICLE 19.	<a href="#">LEAVE OF ABSENCE</a> .....	15
ARTICLE 20.	<a href="#">DISCIPLINE AND DISCHARGE</a> .....	16
ARTICLE 21.	<a href="#">LAYOFF</a> .....	16

ARTICLE 22. [GRIEVANCE PROCEDURE](#)..... 17

ARTICLE 23. [UNIFORM AND EQUIPMENT ALLOWANCE](#)..... 19

ARTICLE 24. [SEVERABILITY](#)..... 20

ARTICLE 25. [TRAINING AND MEETINGS](#)..... 20

ARTICLE 26. [INJURY ON DUTY](#)..... 21

ARTICLE 27. [PERSONAL PROPERTY](#)..... 21

ARTICLE 28. [WAIVER](#)..... 21

ARTICLE 29. [DURATION AND PLEDGE](#)..... 22

APPENDIX A [WAGE GRIDS](#)..... 24

This Labor Agreement is entered into between the Houston County Board of Commissioners and the Houston County Sheriff, hereinafter called the “Employer” and the Law Enforcement Labor Services, Inc., Local #60, hereinafter called the “Union”.

## **ARTICLE 1.           PURPOSE**

[Back to Index](#)

- 1.1     Establish the foundation for harmonious and effective labor-management relationship.
- 1.2     Provide a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- 1.3     Specify the full and complete understanding of the parties; and
- 1.4     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**

[Back to Index](#)

- 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 non-licensed essential employees of the Houston County Sheriff’s Department, 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 98-PCE-305.
- 2.2     Job classifications considered to be within the bargaining unit and covered by this Agreement, are as follows:  
  
      Lead Jailer/Dispatcher  
      Jailer Dispatcher  
      Secretary/Dispatch/Matron
- 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.

**ARTICLE 3. SCOPE OF AGREEMENT**

[Back to Index](#)

- 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 supplement such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

**ARTICLE 4. EMPLOYER AUTHORITY**

[Back to Index](#)

- 4.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct the affairs of Houston County Sheriff's Department 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.
  - 4.1.4 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**

[Back to Index](#)

- 5.1 The Employer shall deduct from the wages of the 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 22 (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 situations in calculating the total hours worked for the pay period.
- 5.4 The Union shall have the right to request the deduction of a "fair share" fee in accordance with the provisions of M.S. 179A.06 Subd.3.
- 5.5. 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.
- 5.6 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**

[Back to Index](#)

- 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 Personnel employed and scheduled for less than eighty (80) hours per two-week pay period but more than fourteen (14) hours per week shall be defined as regular part-time employees.
- 6.3 The work week for full-time employees shall be forty (40) hours per week, eight (8) hours per day, ten (10) hours per day, or twelve (12) hours per day with a one-half (1/2) hour paid lunch hour per day.
- 6.4 Personnel employed and scheduled to work on a casual or intermittent basis of fourteen (14) hours or less per week or less than one hundred (100) days per calendar year otherwise meet the definition contained in MSA 179A.03, Subd. 14, shall be defined as casual employees. Casual Employees shall not accrue any other benefit established by this Agreement.

**ARTICLE 7. TRIAL WORK PERIOD**

[Back to Index](#)

- 7.1 All full-time and part-time employees who are original hires or rehires following separation shall serve a trial work period.
  - 7.1.1 The trial work period for Jailer/Dispatcher and Lead Jailer/Dispatcher shall be twelve (12) months.
  - 7.1.2 The trial work period shall serve as a period of time during which the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated.
  - 7.1.3 At any time during the trial work period, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement or being grievable as provided by Article 22 (Grievance Procedure). Employees terminated during trial work period, or shall receive a written notice of such terminations.
  - 7.1.4 The trial work period may be extended for an additional three (3) months upon written notice, stating the reason for the extension by the Employer to the Union.
- 7.2 All employees promoted to a higher job classification shall serve a trial work period for twelve (12) months for Jailer-Dispatcher, Lead Jailer/Dispatcher.
  - 7.2.1 The promotional 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.

7.2.2 At any time during the promotional trial work period any employee may be demoted, at the discretion of the Employer. Employees demoted during a promotional period:

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

7.2.3 Employees shall have the right, at any time during the promotional trial work period to voluntarily demote to their previously held job classification and salary prior to promotion.

7.2.4 The promotional trial work period may be extended for an additional three (3) months upon written notice stating the reasons for the extension, by the Employer to the Union.

7.3 Employees shall, during the trial work period, accumulate sick leave, and vacation as provided by Articles 11 and 12. However, during the trial work period, employees may request the use of accumulated sick leave but not accumulated vacation. This shall not apply to employees serving a promotional trial work period.

## **ARTICLE 8. HOURS OF WORK AND SHIFT BIDDING**

[Back to Index](#)

8.1 The scheduled work day, work week and work shift shall be established and posted by the Employer 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 Employer will notify the Union at least five (5) calendar days prior to implementation of changes to the schedule.

8.1.2 Nothing in the Agreement shall prohibit the Employer 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) hours per day, ten (10) hours per day, or twelve (12) hours per day with 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 work week or work day. This does not restrict the Employer 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.
- 8.5 When any permanent change in the work schedule is made, employees shall be allowed to bid for their work shifts according to their seniority. A permanent change in the work schedule shall be a change of more than one (1) hour deviation in the starting or ending time in the scheduled shift and which lasts more than four (4) weeks. *The employer retains the right to assign particular employees to particular shifts if the employer is able to articulate the need.*

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

[Back to Index](#)

- 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, ten (10) hours per day, twelve (12) 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 Overtime hours assigned and worked shall be compensated at a rate of one and one-half (1 1/2) times an Employee's basic 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 the same manner as their accrued vacation. Employees can bank up to 120 hours of compensatory time off per year.

Employees who have an accumulated compensatory time balance as of the end of the last payroll period in any calendar year may have their balance or any portion of their balance cashed out at the employee's current hourly rate and/or may carry over *up to* one hundred twenty (120) hours from one year to the next.

- 9.4 Overtime assigned by the employer shall be worked unless such assignment is excused by the Employer.
- 9.5 When the Employer deems it necessary to work over-time, and has 24 hours-notice or more, overtime shall be offered, by seniority. Each employee shall provide the employer with one (1) telephone number where they can be reached for overtime assignments. Failure to respond and/or declining a request to work overtime shall constitute a refusal, for that overtime assignment. *The employer still retains the overall right to determine overtime assignments.*
- 9.6 Court time shall mean hours an employee is required because of the employee's work to appear at a criminal case outside of 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 basic rate. An early start or extension of a scheduled shift shall not be considered a call back.
- 9.8 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.

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

[Back to Index](#)

- 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 Wage Schedule attached hereto as Appendix "A".
- 10.2 Part-time employees will be paid according to the full-time employees' pay scale listed as Appendix A of this agreement. Part-time employees will advance through the pay scale based upon actual hours worked, with two thousand eighty (2080) hours being equal to one year. However, working more than 2080 hours in a year does not allow an employee to advance to the next pay step.
- 10.3 The Employer may, at its discretion, and upon notification to the Union, place a newly hired Employee at any rate on the salary schedule.
- 10.4 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.

**ARTICLE 11. SICK LEAVE**

[Back to Index](#)

- 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 work day.
  - 11.4.3 To make necessary nursing care arrangements because of an illness or injury to a member of the Employee's immediate family, not to exceed three (3) days. Immediate family shall be defined as the employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandchild or grandparent. Additional sick leave may be used for illness or injury of a family member upon approval of the employee's department head.
  - 11.4.4 Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and may be treated as any other illness in connection with employment.
  - 11.4.5 For the care of the employee's child pursuant to MSA 181.9413, as amended.
- 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 Notification. 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 may be 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 work day.
- 11.10 Part time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime.

**ARTICLE 12. VACATION**

[Back to Index](#)

- 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 two week 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 two week 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 4.3 hours per two week 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 two week 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 two week 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 in the same job classification may be scheduled a vacation period at the same time only with the approval of the Employer. Employees not selecting a vacation period may be scheduled a vacation by the Employer; and

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 is four (4) hours for all personnel covered under this contract and fourteen (14) days' notice of that intent is mandatory to such vacation being granted. (The mandatory fourteen (14) days' notice can be waived for good cause).

12.3 Employees shall accumulate vacation during the trial work period, but shall not be eligible to take vacation until completion of the trial work period. Employees terminated during the trial work period shall not be compensated for accumulated vacation.

12.4 Part time employees shall earn pro-rata vacation benefit based on the number of hours actually worked during a pay period, up to fulltime.

**ARTICLE 13. BEREAVEMENT LEAVE**

[Back to Index](#)

13.1 Bereavement Leave. Full-time employees may request the use of up to a maximum of three (3) consecutive 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, 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, aunt, uncle, brother, sister, or grandparents of the employee's spouse.

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

13.1.2 Part time employees shall earn pro-rata bereavement leave benefits based on their full time equivalency (FTE).

**ARTICLE 14. SCHOOL CONFERENCES**

[Back to Index](#)

14.1 Employees may attend school conferences pursuant to MSA 181.9412, as amended.

**ARTICLE 15. JURY DUTY**

[Back to Index](#)

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**

[Back to Index](#)

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 individually or to enroll for dependent coverage of the hospital and medical program.

- 16.2 Effective January 1, 2015, the single coverage contribution by the County for the \$1000 CMM plan shall be 95% of the single plan premium. The single contribution by the County for the \$3,250 CDHP shall be 95% of the single plan premium.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.3 Effective January 1, 2015, the County contribution rate for family and dependent coverage for employees choosing the \$1000 CMM shall be 85% of the family premium. The family/dependent contribution by the County for the \$6,500 CDHP shall be 85% of the family plan premium.

- 16.4 Additionally, qualified employees electing the \$3,250/\$6500 CDHP shall receive County contributions in the amount of fifty percent (50%) of the deductible into a VEBA or HSA HealthCare savings account. Such contributions shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

For those selecting single coverage a County contribution of fifty percent (50%) of the deductible shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

For those selecting dependent/family coverage a County contribution of fifty percent (50%) of the deductible shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

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 would be delivered to the Union by September 15th prior to the effective date of the plan elimination. The effective date for plan elimination would be January 1<sup>st</sup> of the subsequent calendar year following such notice.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 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 Employees hired prior to April 1, 1986, who do not wish to enroll in dependent health

and life insurance may receive a payment in lieu of insurance equivalent to the dependent portion of the insurance up to a maximum of one hundred twelve dollars (\$112.00) per month. Employees hired after April 1, 1986 shall not receive a payment in lieu of insurance but may receive the insurance benefit only.

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

16.7.1 The term life insurance program shall provide a death benefit for all full-time employees.

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

16.8 Part-time employees, who are designated as working 20 or more hours per week, shall earn pro-rata insurance benefits based on their fulltime equivalency (FTE).

16.9 The Employer agrees to indemnify employees in accordance with the statutory provisions of Minnesota Statutes 466.07 (1986).

## ARTICLE 17. HOLIDAYS

[Back to Index](#)

17.1 During the work year, Eleven (11), eight hour work days shall be considered paid holidays for full-time employees.

17.2 The eleven (11) holidays shall be 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

17.3 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 employee's Department Head.

- 17.4 Holidays which occur during an employee's scheduled vacation shall be considered a paid holiday and the employee shall not be charged for vacation on that day.
- 17.5 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.
- 17.6 All employees covered by this agreement shall be compensated up to 8 hours, based on their full-time equivalency, at their basic rate of pay for each of the holidays provided for by this section.
- 17.7 Holiday pay shall be paid in two (2) payments, one in June and one in December of each year.
- 17.8 Overtime for working on Christmas Eve. Employees who work on Christmas Eve (December 24<sup>th</sup>) 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 24<sup>th</sup>. However Christmas Eve shall not be considered a paid holiday.

## **ARTICLE 18. SEPARATION**

[Back to Index](#)

- 18.1 Employees shall be considered separated from employment with Employer based on the following actions:
  - 18.1.1 Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. Failure to give such notice may result in the forfeiture of all earned vacation. In the event of unusual circumstances beyond the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.
  - 18.1.2 Retirement. Employees may retire from employment in accordance with retirement rules set forth under the Public Employees Retirement Act.
  - 18.1.3 Discharge. Employees may be discharged from employment as provided by Article 20 (Discipline and Discharge).
  - 18.1.4 Absence from Work. Employees absent from work without an appropriate

absence as provided by this Agreement may be discharged as provided by Article 20 (Discipline and Discharge).

- 18.1.5 Inability to Perform Job Duties and Responsibilities. Employees may be separated for inability to perform job duties and responsibilities as provided by Article 20 (Discipline and Discharge) or Article 7 (Trial Work Period.)
- 18.2 Employees re-employed by the Employer following separation shall be considered as original hires and shall serve a trial work period.
- 18.3 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.
- 18.4 Employee's separation from employment, except for discharge or termination during trial work period, 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, or 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 19. LEAVE OF ABSENCE**

[Back to Index](#)

- 19.1 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.
- 19.2 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.
- 19.3 During an unpaid leave of absence Employees will earn no compensation or benefits established by the Agreement.

19.4 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 20. DISCIPLINE AND DISCHARGE**

[Back to Index](#)

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

20.2 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.

20.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Such a signature is not an admission of wrong doing. The employee will receive a copy of such reprimands and/or notice.

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

20.5 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 15 consecutive days of its occurrence, this right is waived.

## **ARTICLE 21. LAYOFF**

21.1 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary, the work force shall be reduced based on seniority, ability to perform available work, and work performance within the affected job classification.

## ARTICLE 22. GRIEVANCE PROCEDURE

[Back to Index](#)

- 22.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- 22.2 The Employer will recognize Union representatives designated by the Union as stewards having the duties and responsibilities established by this Article.
- 22.3 Other representatives of the Union shall be permitted to enter into the premises of the Employer in connections 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.
- 22.4 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 22.1 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 15 consecutive days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give the answer to such Step 1 grievance within ten (10) 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 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. 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, and both parties mutually agree to proceed to Step 4, the matter shall be submitted 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.

#### 22.5 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.

22.5.1 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.

22.5.2 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.

#### 22.6 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.

#### 22.7 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 22 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 22, the grievance is not subject to arbitration procedure as provided in Step 5 of Article 22. The aggrieved Employee shall indicate which procedure is to be utilized--Step 5 or Article 22 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 23. UNIFORM AND EQUIPMENT ALLOWANCE

[Back to Index](#)

23.1 Each bargaining unit member shall be allotted a uniform and equipment allowance each year. The uniform and equipment allowance for a fulltime employee shall be \$425.00 for 2015, \$450.00 for 2016 and \$475.00 for 2017. Part-time employees shall receive a prorated amount based on their FTE.

23.2 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 belt
- 1 uniform sweater

- 1 name tag
- 1 badge
- required patches

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

23.4 Bargaining unit members will be a paid uniform allowance as follows.:

23.4.1 One half the allotment in June of each year, and one half the allotment in December of each year;—

23.4.2 Bargaining unit members will be responsible for purchasing their own authorized uniforms. Uniforms will not be charged to the County;— and

23.4.3 The Sheriff will authorize the type of uniforms allowed to be purchased and will inspect uniforms. If found to be in need of replacement, the bargaining unit member will be responsible for replacing the uniform within 30 days.

23.5 Initial uniforms will be furnished by the Employer and new Employees will not collect uniform allowance for a one-year period.

## **ARTICLE 24. SEVERABILITY**

[Back to Index](#)

24.1 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 25. TRAINING AND MEETINGS**

[Back to Index](#)

25.1 The Employer shall be responsible for providing the minimum hours of training required by the Department of Corrections for each Dispatch/Jailer. The Sheriff, Chief Deputy or Jail Administrator will make an effort to have training while the employee is on duty.

25.2 Attendance at mandatory training or mandatory departmental meetings, as established and scheduled by the Sheriff, Chief Deputy or Jail Administrator, shall be counted as hours worked towards the computation of overtime.

- 25.3 When employees are required to attend mandatory training outside of Houston County, their travel time shall also be counted as hours worked towards the computation of overtime.
- 25.4 With the Sheriff, Chief Deputy or Jail Administrator's approval, employees 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.

## **ARTICLE 26. INJURY ON DUTY**

[Back to Index](#)

- 26.1 The parties recognize that employees working for the County of Houston Sheriff's Department 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 an amount equal to six (6) months of Employee's regular monthly rate of pay per disabling injury.

## **ARTICLE 27. PERSONAL PROPERTY**

[Back to Index](#)

- 27.1 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 will be up to three hundred dollars (\$300.00). This provision does not apply towards any items damaged that are part of the Employer required uniform or equipment.

## **ARTICLE 28. WAIVER**

[Back to Index](#)

- 28.1 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.

- 28.2 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.
- 28.3 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 29. DURATION AND PLEDGE**

[Back to Index](#)

- 29.1 This Agreement shall become effective January 1, 2015, unless specifically provided otherwise, and shall remain in effect through the thirty-first (31st) day of December 2017, and continue in effect from year to year thereafter, unless changed or terminated as provided by Section 29.2.
- 29.2 Either party desiring to change or terminate this Agreement must notify the other in writing prior to September 1, 2017. When notice is given of the desire to negotiate changes, the nature of such changes shall be specified in the notice. 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.
- 29.3 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:
- 29.3.1 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.
- 29.3.2 The Employer will not engage in, instigate, or condone any lock-out of employees.

Agreed this 14 day of May, 2015 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. 60**

  
\_\_\_\_\_  
Kevin Heinrich, LELS Business Agent

DATE: 5/19/2015

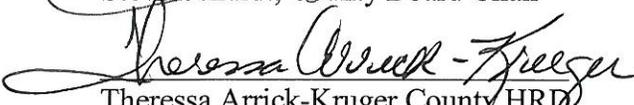
  
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Mark Olson, LELS Local 60 President

DATE: 5/21/15

**FOR THE COUNTY OF HOUSTON**

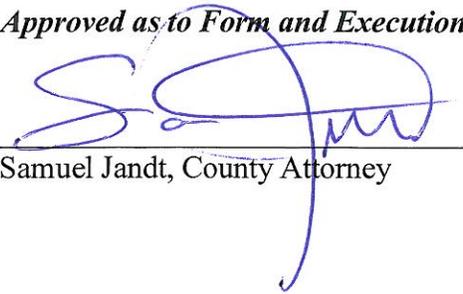
  
\_\_\_\_\_  
Steve Schuldt, County Board Chair

DATE: \_\_\_\_\_

  
\_\_\_\_\_  
Theresa Arrick-Kruger County HRD

DATE: 5/14/15

*Approved as to Form and Execution*

  
\_\_\_\_\_  
Samuel Jandt, County Attorney

DATE: 5/25/15

## APPENDIX "A" Wage Grids

[Back to Index](#)

<b>January 2015</b>						
BAND	2% POSITION	HOURLY 0-6 MOS (1040 Hrs)	HOURLY 7-18 MOS (2080 Hrs)	HOURLY 19-30 MOS (2080 Hrs)	HOURLY 31-42 MOS (2080 Hrs)	HOURLY 43+ MOS (2080 Hrs)
<i>FT Hrs required for advancement:</i>						
B22-1	Sec/Dispatch/Matron	\$ 18.78	\$ 19.81	\$ 20.74	\$ 21.68	\$ 22.72
B23-2	Jailer/Dispatcher	\$ 19.68	\$ 20.78	\$ 21.80	\$ 22.77	\$ 23.87
B32-2	Lead Jailer/Dispatcher	12% above top Jailer/Dispatcher				\$ 26.73

<b>January 2016</b>						
BAND	2.5% POSITION	HOURLY 0-6 MOS (1040 Hrs)	HOURLY 7-18 MOS (2080 Hrs)	HOURLY 19-30 MOS (2080 Hrs)	HOURLY 31-42 MOS (2080 Hrs)	HOURLY 43+ MOS (2080 Hrs)
<i>FT Hrs required for advancement:</i>						
B22-1	Sec/Dispatch/Matron	\$ 19.25	\$ 20.31	\$ 21.26	\$ 22.22	\$ 23.29
B23-2	Jailer/Dispatcher	\$ 20.17	\$ 21.30	\$ 22.35	\$ 23.34	\$ 24.47
B32-2	Lead Jailer/Dispatcher	12% above top Jailer/Dispatcher				\$ 27.41

<b>January 2017</b>						
BAND	3% POSITION	HOURLY 0-6 MOS (1040 Hrs)	HOURLY 7-18 MOS (2080 Hrs)	HOURLY 19-30 MOS (2080 Hrs)	HOURLY 31-42 MOS (2080 Hrs)	HOURLY 43+ MOS (2080 Hrs)
<i>FT Hrs required for advancement:</i>						
B22-1	Sec/Dispatch/Matron	\$ 19.83	\$ 20.92	\$ 21.90	\$ 22.89	\$ 23.99
B23-2	Jailer/Dispatcher	\$ 20.78	\$ 21.94	\$ 23.02	\$ 24.04	\$ 25.20
B32-2	Lead Jailer/Dispatcher	12% above top Jailer/Dispatcher				\$ 28.22