

ARTICLES OF AGREEMENT

**Between
Jefferson County, Texas
And
The Jefferson County Sheriff's Association**

October 31, 2017 - September 30, 2021

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**ARTICLE I
PREAMBLE**

Section I

This Agreement is made and entered into by and between the County of Jefferson, the Sheriff of said County, in the State of Texas, and the Jefferson County Sheriff's Association hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including Chapter 174 of the Texas Local Government Code, otherwise known as the Fire and Police Employee Relations Act.

Section II

The general purpose of this Agreement is to promote the mutual interests of the County and the Sheriff; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "policemen" as defined in the Fire and Police Employee Relations Act, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Section III

The County, the Sheriff, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in Chapter 174 of the Local Government Code and all other applicable statutes.

ARTICLE 2 DEFINITIONS

1. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County and the Sheriff, and the Jefferson County Sheriff's Association.
2. "Association" means the Jefferson County Sheriff's Association.
3. "Bargaining Unit" means all Correction Officers and Deputies who are employed by the Jefferson County Sheriff's Office, as defined in the Texas Local Government Code, Chapter 174, Section 174.003, (3).
4. "Base Pay" means the salary or wages paid to an employee, exclusive of longevity pay or any other supplemental pay or benefits.
5. "Board of Directors" mean those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.
6. "Corrections Department" means any work unit within the Sheriff's Office where officers are assigned to or work on security of the detention center and/or inmates, and are carried under the Corrections Department Budget.
7. "Correction Officer" means any sworn, full-time paid employee of the Corrections Department of the Sheriff's Office who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.
8. "County" means the County of Jefferson, Texas.
9. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County, Texas.
10. "County Judge" means the duly elected or appointed County Judge who is charged primarily with the administration of Jefferson County, Texas.
11. "County Sheriff (or Sheriff)" means the duly elected or appointed Sheriff of Jefferson County, Texas.
12. "Office" means the Sheriff's Office of Jefferson County, Texas.

13. "Deputy Chiefs" and "Assistant Deputy Chiefs" means that employee in positions and/or job classifications one and two ranks, respectively, immediately below the Sheriff.

14. "Deputy" means any sworn, full time, paid employee of the Law Enforcement Department of the Sheriff's Office, who is certified by the Texas Commission on Law Enforcement Standards and Education, except for the Sheriff.

15. "Demotion" means reduction from a higher rank to a lower rank within the office.

16. "Dispute": means any and all disputes arising under the Contract, Dispute Resolution Procedure in Article 18.

17. "Emergency" means an unexpected happening or event, or an unforeseen situation or a crisis that calls for immediate action.

18. "Law Enforcement Department" means any working unit within the Sheriff's Office where officers are assigned to or work in duties that involve the use of Texas peace officer powers, and are carried on the Law Enforcement Department Budget, to include the Marine unit and Youth Academy.

19. "Negotiating Committee" means the bargaining unit member appointed by the Association President whose primary responsibility is contract negotiations with the County. This committee comprised of the Association President and equal amounts of members from both budgeted departments.

20. "Officer" means any Correction Officer or Deputy of Jefferson County as defined in this contract.

21. "Promotion" means advancement from a lower rank to higher rank within the Department.

22. "Regular Pay" means the total salary or wages paid to an employee, exclusive of overtime pay, but including longevity pay, and any other types of pay supplements that may be included in this agreement relating to education, specialized training or certification that are provided to an employee on a recurring basis.

23. "Standby" means that an off-duty officer has received an order from a superior officer to remain at home or other specific, known location awaiting a call to be immediately available for duty when called. The order must substantially interfere with the officer's freedom to use his/her time off as desired. It does not include any requirement to wear a cell phone or other such device and does not include any rule or regulation requiring response to a cell phone.

24. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests or to perform other usual and customary duties), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

25. "Suspension" means a person is suspended if, for any reason, he/she is relieved of duty by the Sheriff. A person who is suspended remains an employee of the Department, but may not perform any official act unless so directed by the Sheriff. The Sheriff may suspend an employee with or without pay.

26. "Termination" Means an employee is no longer employed by the Office as a result of disciplinary action.

27. "Disciplinary Action" means termination, suspension, and demotion, probation as defined under Article 28-Section III, written reprimand, or oral reprimand.

28. "Disciplinary Probation" means probation given an officer for a serious offense, as set forth by the Sheriff, not to exceed six months.

**ARTICLE 3
DURATION**

SECTION I

This Agreement shall be effective as of the 31st day of October 2017, and shall remain in full force and effect until the 30th day of September 2021, unless the parties mutually agree on an extension to some other date after September 30. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code prior to September 30, then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2023.

SECTION II

In the event that a Sheriff other than the signatory to this Agreement takes office during the term of this Agreement, said new Sheriff may, no later than thirty (30) days after taking office, give the Association written notice of his intention to re-open negotiations with respect to those parts of this Agreement applicable to his rights and authority. The failure by the new Sheriff to give written notice within thirty (30) days, shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Sheriff and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in Chapter 174, Local Government Code, then all parts of this contract applicable to the Sheriff's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30.

SECTION III

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

**ARTICLE 4
RECOGNITION**

SECTION I

The County and the Sheriff hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Officers as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

SECTION II

The County, the Sheriff and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Department Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

**ARTICLE 5
PAYROLL DEDUCTIONS**

SECTION I

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

SECTION II

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues timely deducted shall be paid to the legally designated representative of the Association.

SECTION III

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve month period.

SECTION IV

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

SECTION V

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that the County per Fiscal Year shall deduct no more than one special assessment.

SECTION VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

**ARTICLE 6
CONDUCT OF ASSOCIATION BUSINESS**

SECTION I

The Association shall have the sole and exclusive right to all time off rights set forth in this Section.

SECTION II

Any member of the Board of Directors shall have the right to visit the premises of the Sheriff's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Office. A member of the Board of Directors shall provide a written request to the Sheriff about any visitation of the premises. The Sheriff shall not unreasonably deny any request to visit the premises.

SECTION III

Consistent with the Association leave pool provisions in Section 4 Herein, the Association's negotiating team will be of equal number of members to that of the County. The members shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted. The county agrees not to have a negotiating team that exceeds five (5) members. The parties may by mutual agreement waive this restriction.

SECTION IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any individual shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the County or Sheriff shall not be construed as Association business. All Association

business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each member of the Association shall donate four (4) hours per year at the beginning of each new Calendar Year from vacation time to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried over into the next year.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the officer's name; (2) the officer's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. The County Auditor will maintain a record of such leave accrued and taken.

D. The Association business leave may be suspended by the Sheriff for the following: in times of emergency; for lack of manpower; or for an operational contingency.

E. The Association President shall notify the Sheriff in writing at least five (5) days in advance of any Board members attending any Association business, which is outside the boundary of Jefferson County. Such notice shall state the nature of the business to be attended, the date, time and place of said business, and the name of the Board member(s) attending, and how long the Board member(s) will be on business outside the boundary of Jefferson County.

F. One member of the Board shall be permitted to speak at shift roll-call meetings about any matter pertaining to Association business for a period not to exceed a total of five (5) minutes. Prior to speaking at such roll calls, the Association representative shall notify the on duty shift supervisor prior to roll call that he/she intends to speak; and the subject matter to be discussed.

**ARTICLE 7
BULLETIN BOARDS**

SECTION I

The Association shall have the sole and exclusive right to maintain bulletin boards as set forth in this Section. The Association may maintain at least four (4) bulletin boards at the Office. One bulletin board shall be located in each of the following locations: the patrol squad room, Sub-County Court House, Jefferson County Narcotics Office, and the main detention centers.

The boards may be used for the following notices:

- (1) Recreation and social affairs of the Association.
- (2) Association meetings.
- (3) Association elections.
- (4) Reports of Association committees.
- (5) Rulings or policies of the State or National Association.
- (6) Legislative enactments and judicial decisions affecting public employee labor relations.
- (7) Notices or announcements pertaining to the political activities of this Association. Posting of these notices shall be in compliance with the Texas Election Code and any other applicable laws.

**ARTICLE 8
DISALLOWED PRACTICES**

SECTION I

The County, Sheriff or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce employees in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under Chapter 174 of the Local Government Code as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any employee because he has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under Chapter 174 of the Local Government Code Fire and Police Employee Relations Act.

G. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any officers in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act or under this Agreement.

**ARTICLE 9
OFFICER EXCLUSIONS AND SPECIAL PROVISIONS**

SECTION I

Any civilian employee appointed to the position of Administrative Assistant to the Sheriff, is specifically excluded from the bargaining unit and such employee's compensation, hours, and other conditions of employment are not determined by this Agreement.

SECTION II

All officers shall serve an initial probationary period of one year from the date of employment.

Any probationary officer shall have benefit of all wages, hours and terms and conditions set forth in this Agreement, except that such officer shall be excluded from coverage under Article 28, "Disciplinary Actions"; specifically, the Sheriff may terminate a probationary officer with or without cause, and no probationary officer may appeal his or her termination pursuant to Article 28. Except that an officer on "Disciplinary Probation" who is facing possible termination shall have all rights afforded them under Article 28, Sections I, II, III and IV. In addition, an officer on "Disciplinary Probation" may not promote or transfer to another position.

**ARTICLE 10
NO STRIKE CLAUSE**

SECTION I

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow downs or any other form of work stoppage or interference with business of the County or Sheriff Department, and will cooperate with the County and Sheriff in preventing and/or halting any such actions.

SECTION II

Subject to Article 28, "Disciplinary Actions," the Sheriff may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by Section I of this Article. The Sheriff may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

ARTICLE 11
MANAGEMENT RIGHTS

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 12, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Sheriff to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 12, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Sheriff.

ARTICLE 12
MAINTENANCE OF STANDARDS

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Sheriff or by Commissioner's Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

ARTICLE 13
UNIFORMS, SAFETY AND EQUIPMENT

The Sheriff, his designee and the Association Board Members in agreement to better the safety of the Jefferson County Sheriff's Office employees shall requisition such needed equipment within 10 days of request submittal. This agreement insures accountability and cooperative management of Sheriff's Office equipment.

SECTION I

Uniforms

The County shall issue five (5) uniform short sleeve shirts, five (5) uniform long sleeve shirts and five (5) pairs of uniform pants and a belt to each correction officer and deputy whose assignment requires that a uniform be worn. The County on an as needed basis as determined by the Sheriff will replace uniforms. Uniforms that have been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

SECTION II

Uniform Gear

The County shall issue a jacket to each correctional officer. The County shall issue: a windbreaker with liner, reflective traffic vest, and slickers to each deputy; and for each deputy assigned to the Patrol Division, also issue a winter jacket. The County on an as needed basis as determined by the Sheriff shall replace all uniform gear in this Section. Any uniform gear herein that has been damaged due to abuse, misuse or neglect shall be replaced at the expense of the officer.

SECTION III

Uniform Equipment

The County shall issue one pair of handcuffs with holder to each correctional officer. The County shall issue the following to each deputy assigned to the Law Enforcement Department, and officers assigned to Law Enforcement duties: a full Sam Browne, including keepers, holster, clip holders, bullet holders, flashlight holders, stick holder, (2) sets of handcuffs, (2) handcuff cases and portable radio holder. All equipment in this Section shall be replaced when it has been damaged or excessively worn. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the officer.

SECTION IV

Radios

The County shall provide each sworn officer with a portable radio for use while on-duty. Said radios shall be maintained in good operating

condition; and shall be replaced if not in working condition. The Sheriff shall determine if a deputy or correctional officer does not need a portable radio.

SECTION V

Protective Body Armor

The County shall provide each Deputy assigned to the Law Enforcement Department and each deputy performing an enforcement duty with protective body armor. The minimum specification for the protective body armor will be a threat level IIIA or higher determined by the Sheriff and the Association. The County shall issue budgeted funding upon request from the Law Enforcement Deputy and approval of the Sheriff, no later than 10 business days. The Deputy will pay for the body armor with a purchase order received from the County. The funding shall be no more than \$750.00 with cost adjustments for market increases. The County shall replace any of the protective body armor that has sustained job-related damage that renders the vest unsafe for continued use; or that does not meet the minimum specifications; and/or that exceeds a usage time recommended by the manufacturer.

SECTION VI

Department Vehicles

The County shall furnish every Patrol and Warrants deputy with the following equipment: two-way radio; pump shotgun; flashlight; gunshot trauma kit for officer's use only, narcotics field test kits. Each Patrol and Warrants vehicle shall be equipped with a cage, shotgun or rifle rack, first aid kit, flashlight charger, and a fire extinguisher.

The County shall provide the following equipment for each criminal investigation deputy: two-way radio and flashlight. A fire extinguisher and flashlight charger will be provided in every criminal investigation vehicle. This equipment shall be maintained in good working condition, and shall be replaced on an as needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the officer causing the damage.

The gunshot trauma will include but not limited to scissors, latex gloves, rolled gauze, and pressure bandage. The kit shall be located in the same place in every vehicle as agreed upon by the Sheriff and the Association Safety Committee.

SECTION VII

Penal/Traffic Codes

The County shall provide the following in either digital or hard copy format: the Detention Center Desk with an updated Penal Code and Traffic Code; each deputy in law enforcement with an updated Penal Code and Traffic Code; and each deputy assigned to duties involving traffic enforcement with an updated Traffic Code.

SECTION VIII

Officer Safety and Security Issues

A. Bargaining unit manning. The Sheriff shall have the right at all times to set manning and staffing levels for all Divisions, shifts and units. The first three (3) vehicles assigned to a shift in the Patrol Division shall be manned by at least one (1) full-time Deputy from the Law Enforcement Department having one of the job titles set forth in Article 19, "Wages"; and any vacancies for these three (3) vehicles shall be filled pursuant to Subsection B of this Section. The Sheriff shall implement a written policy for transportation of an inmate outside the detention center.

B. Vacancies. Each Division, shift or unit, as applicable, shall establish a seniority list of full-time officers assigned to that Division, shift or unit by rank. In the event of a job vacancy due to vacation, sickness, holiday, compensatory time use or other reason, then a full-time officer, if filled, shall fill the vacancy, only.

The method for filling the vacancy shall be that said vacancy shall be offered to the highest officer on the seniority list, and then consecutively offered to the next senior officers until the assignment is accepted. At the next vacancy, the most senior officer after the one who accepted the previous assignment shall first be offered the vacancy, ad infinitum. In the event that no full-time officer accepts the assignment or in the event of an emergency, then the Sheriff shall have the option of either assigning a reserve deputy to fill the vacancy; or appointing the least senior full-time officer on a mandatory basis, and thereafter, the next least senior full-time officer, ad infinitum.

When a vacancy occurs in either the sergeant or lieutenant's position, the overtime vacancy, if filled, shall be filled by offering the vacancy to the most senior, full time officer of the same rank as the person whose vacancy is being filled. Should the officer of the same rank decline or not be available to work the overtime position, the vacancy shall be offered to the most senior officer in the other rank, either lieutenant or sergeant, as the case may be, proceeding down the seniority list in the rank until the overtime position is filled. In the event no Sergeant or Lieutenant fills the

vacancy. A Captain or Major of that Division can fill the overtime. No Deputy will be assigned to supervise other Deputies on any shift. There shall be a rebuttal presumption that any supervisor responsible for filling vacancies pursuant to this subsection made a good faith effort to contact officers on the applicable seniority list.

C. Outside employment. Officers in the bargaining unit shall have preference over reserve deputies at all times with respect to the assignment of outside employment. No officer shall be eligible to work any outside employment until they have completed a Departmental approved FTO program.

Other than assignment to official Sheriff's Office law enforcement activity, reserve deputies shall not be offered any outside employment or unpaid assignment in their status as peace officers by other organizations and/or offered security assignments to events sponsored by a non-profit organization or event, where there are no deputies available to perform such security assignments as certified by the Association President or his designee.

Officers shall not use the Association Leave Pool set forth in Article 6, Section 4, of this Agreement for working such security assignments sponsored by a non-profit organization or event.

ARTICLE 14
PROMOTIONS/Appointments

Promotions
SECTION I

A. Promotional Examinations: A competitive promotional examination shall be given by the Sheriff's Office for promotion to the classifications of Sergeant and Lieutenant.

B. Temporary Duties in Higher Classifications: An Officer from the next lower classification may be designated to temporarily fill a position in a higher classification. The temporary performance of the duties of a higher position by an officer who has not been promoted as prescribed by this Agreement may not be construed as a promotion. An officer may not be temporarily assigned to duties in a higher classification for no more than ninety (90) consecutive calendar days annually.

SECTION II

Any officer working in a classification immediately preceding the vacancy shall be eligible for the promotional examination, subject to the following requirements:

A. Deputy Vacancy: Open to anyone who is certified as a peace officer in the Corrections Department of the JCSO. This does not apply to the Sheriff's right to hire a certified peace officer not presently in the bargaining unit. Regardless of job assignment the Deputy paid out of the Law Enforcement Budget will be required to complete the FTO program within one year of the transfer. The Sheriff shall retain the right to wave this requirement if the Deputy has been through a previous Certified FTO program with another Texas Law Enforcement Agency. The Sheriff may still require the Deputy to be placed into a modified FTO Program for policy and procedure training.

B. Corrections Department Sergeant Vacancy: Open to any officer who is certified as a jailer and who has served a minimum of three Consecutive (3) years in the Corrections Department of the Jefferson County Sheriff's Office.

C. Law Enforcement Department Sergeant Vacancy: Open to any officer who has served a minimum of three (3) consecutive years in the Law Enforcement Division of the Jefferson County Sheriff's Office.

D. Law Enforcement Department Lieutenant Vacancy: Open to any Sergeant certified as a peace officer who has served a minimum of two (2) consecutive years in the Law Enforcement Department in the Sergeant classification of the Jefferson County Sheriff's Office.

E. Corrections Department Lieutenant Vacancy: Open to any Sergeant who has served a minimum of two (2) consecutive years in the Corrections Department in the Sergeant classification. In the event that there is only one (1) person competing for a promotional vacancy, then the time requirement for that promotional position shall be waived and the Sheriff shall establish, for that promotional examination only, lesser time requirements in six month intervals that will allow at least two (2) officers to be eligible for the examination (e.g.: if only one officer applies for a Sergeant vacancy in the Law Enforcement Department, then the 2-year requirement will be waived, and the Sheriff may readjust the requirement to a lesser time period, so that at least two (2) officers may compete for this particular examination in six month intervals).

F. Departmental lateral Transfers. The Sheriff reserves the right to transfer anyone, to any position at any time that he deems necessary so long as the individual meets the minimum criteria that the job requires and will not suffer a deduction in wages within their own budgeted Department.

Appointments

The Sheriff reserves the unfettered right to appoint, at her discretion, persons to the rank of Captain, Major, Deputy Chief, Assistant Chief, and Administrative Assistant. Bargaining unit members holding the position of Captain and Major shall receive pay and benefits in compliance with the appropriate section of Article 19, Wages. The appointed positions not referenced in Article 19, Wages, shall have wages and benefits set by Commissioners Court.

SECTION III

Posting Notice

In the event that a vacancy exists for a position in a classification where a competitive examination is required, the Sheriff's Department shall post a notice of the examination on all Association bulletin boards no less than thirty (30) days prior to the examination. The notice shall include the following: name the position and the division in which the opening occurs; state the requirements for the position; state the category of Officer who is eligible to apply for the position (subject to Section 2, above); advise prospective applicants that a written test and oral board exam will determine the awarding of the position; state where to apply for testing

procedures and the deadline for applications; state the testing date; advise which materials need to be studied and of the availability of these materials.

Study Material.

The sheriff shall make available the study material required for the promotional examination to each applicant who applies for the examination. The applicant shall be required to return the study material in good condition before being allowed to take the examination.

SECTION IV

The procedure for all competitive examinations given by the Sheriff's Department under this Article shall be as follows:

A. The written examination shall be administered by Training Division Personnel and consist of multiple choice and/or true/false questions. Each candidate must score 70% or higher on the written test in order to participate in the remainder of the promotional examination procedure. The written examination shall be worth fifty (50) points of the total examination score; i.e.; written, oral. The written examination shall be graded in the presence of the officer taking the examination. The officer shall be given the right to review the questions and the answers of the test before leaving the testing area to determine if any questions need to be challenged. If needed an officer has two (2) working days to file a written appeal with the Sheriff challenging any question in the written examination. The Sheriff or his designee shall review all written appeals and make a final binding decision within five (5) working days.

B. No oral board member shall know the results of the written examination prior to the totaling.

C. The oral board shall consist of three (3) members, who shall be randomly selected by the drawing of names with an Association Board Member and Sheriff's representative from a pool consisting of all persons of equal rank or higher from the same department from which a vacancy exists. No individual shall serve on the board after having served on the board within the last six months.

D. The oral board examination shall consist of 5 questions, and shall be worth fifty (50) points of the total examination score. Clarifications questions may be asked by any board member.

E. The oral board shall question applicants as to areas pertinent to the open position. All applicants shall be asked the same questions. Responses shall be scored from 1-8 and recorded on a score sheet.

F. The score assigned to each answer shall not be discussed among the members of the board. Each board member shall determine scores individually. All score sheets shall be submitted to the Chair for totaling.

G. After all applicants have been examined; scores will be averaged on each question to determine the final score of the oral board. The oral board score, and written examination score shall be added to determine the applicant's final overall score. Within twenty-four (24) hours after completion of the oral board, the averaged score of each officer shall be posted on the Association-approved bulletin.

H. The top five highest scoring candidates shall have their names submitted to the Sheriff for consideration. A tie for any position among the candidates shall be broken by seniority; the candidate with the highest Departmental seniority shall be given the higher position. The Sheriff may select any one of the five candidates for the promotion.

There shall be no appeal from the Sheriff's decision to promote under this Article. In the case of deputy promotions pursuant to Sec. 2 above only, the Sheriff shall have the right to alternatively promote from the five (5) highest correctional officers; or hire a person from outside the bargaining unit.

Test scores for all promotional examinations shall remain valid for one year from the date that the final scores are established or until all candidates who scored 70 points or more are promoted, whichever occurs first.

I. All final results shall be submitted to the Chair of the Oral Board, and each candidate may look at the results of his or her written and oral board examinations.

J. There shall be a six (6) month probationary period for any officer promoted under this Article from the effective date of the promotion. The Sheriff may demote any such officer during the probationary period, and shall give written reasons for the demotion. Any officer demoted pursuant to this subsection shall have no right to appeal under Article 28, "Disciplinary Actions."

SECTION V

Assignment to the Internal Affairs Division (I.A.D.) is not subject to the provisions of this Article; and shall not be a tested position. An I.A.D. position shall not be considered in any respects a promotional position; but instead, shall be an assignment into or reassignment out of I.A.D. at the discretion of the Sheriff, with no application of Article 18, "Contract Dispute Resolution," or Article 28, "Disciplinary Actions," when such assignments or reassignments are made.

ARTICLE 15 SENIORITY

SECTION I

Definition

Seniority, for the purposes of this Article, shall be defined as "time in grade" by an officer with the Sheriff's Office. Time in grade is the amount of time the officer has spent at the officer's current position (i.e., Corrections Officer, Deputy, Sergeant, etc.). Time in grade is the measure by which all seniority questions are considered except where the word "overall time of employment" is specifically referred to.

SECTION II

Applicability

Consistent with the Sections of this Article, seniority shall apply in the selection of days off, vacation days, shifts for non-supervisors and layoff/recall.

SECTION III

Days Off/Vacations

Seniority shall be the sole factor in the selection of vacations, and based upon "overall time of employment" with the Sheriff's Office. Seniority shall be the sole factor in the selection of days off. Between November 1st and 15th of each year, bids shall be submitted for vacation days for the following 12 months, to take effect on January 1. Between November 1st and 15th of each year, bids shall be submitted for shift assignments with notice to the officer on or before December 1 for shift assignments to be effective on or before January 1. The Sheriff reserves the right to deny a non-supervisory seniority shift bid if he believes the shift has too many or too few senior officers.

If an officer transfers from one shift, facility, unit, or division to another, (Either voluntary or mandatory and whether the result of an individual reassignment or a major shift change) that/those officer(s) shall bid on the days off that are then open on the new assignment, and may not "bump" any other officer for days off or vacation.

SECTION IV

Lay-off/Recall

Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer in a Division; and recall beginning with the most senior officer in a Division.

SECTION V

Promotion Sergeant/Lieutenant/Captain/Major time in grade

In the event that a person(s) is being promoted to the rank of Sergeant, Lieutenant, Captain or Major on the same day, their seniority shall be determined by their overall Sheriff's Department seniority.

Individuals promoted to the rank of Sergeant, Lieutenant, Captain or Major shall maintain divisional seniority.

**ARTICLE 16
DETENTION CENTER JOB ASSIGNMENTS**

SECTION I

Detention Center job assignments shall be determined by the Sheriff. Members interested in filling the position may express that interest on a form approved by the Sheriff.

SECTION II

If a position, requires an additional license mandated by some other governmental agency, those individuals bidding for that position must possess the required license(s).

SECTION III

Removal from a detention center assignment cannot be appealed pursuant to Article 28, "Disciplinary Actions."

SECTION IV

Each section, unit and division shall have a posted chain of command for his or her particular area.

**ARTICLE 17
RETIREMENT**

SECTION I

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

SECTION II

The members of the bargaining unit shall contribute seven percent (7%) of the gross earnings, by payroll deduction, into the System each month. The County shall provide contributions to the System on the same basis as other county employees, with the actual contribution rate being actuarially determined annually by the plan administrator.

**ARTICLE 18
CONTRACT DISPUTE RESOLUTION**

SECTION I

Scope

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving discipline, which are subject to the procedure as set forth in Article 28, and except matters covered in Article 19, shall be resolved by the provisions in this article. A copy of all arbitration awards or grievance settlements shall be sent to the sheriff, county judge and county auditor.

SECTION II

Time Limits

The parties shall adhere to the time limits as set forth in this Article. In the event that an officer or the Association fails to meet the time limits at Step 1 or Step 2 of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by an officer, the Association, the Sheriff or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived by written mutual agreement of the parties.

SECTION III

Process

A dispute as defined in Section 1 above shall be handled as follows:

Step 1

Each officer who alleges that a dispute exists shall, within fourteen (14) calendar days of the date the officer knew or should have known of the existence of the alleged dispute, submit a copy of the written grievance to the Association Grievance Committee. The Association Grievance Committee shall notify the Sheriff in writing of the grievance in order to establish the timeliness of the grievance. An Association Grievance Committee created for that purpose shall make a determination as to the validity of the grievance. The Association Grievance Committee shall meet and render its decision within fourteen (14) calendar days after receipt of the grievance. In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and

officer, if applicable) shall proceed to Step 2. In the event that the Association Grievance Committee decides that no grievance exists, then there shall be no further action under this procedure.

Step 2

If the Association Grievance Committee in Step 1 determines that a grievance exists, the Association (and the officer, if applicable) shall submit the grievance in writing within fourteen (14) calendar days of the decision by the Association Grievance Committee to the Sheriff. The Sheriff or his/her designee shall provide a written response within fourteen (14) calendar days after receipt of the grievance. Grievances involving economic issues shall be filed with the County Judge. The County Judge shall provide a written response within fourteen (14) calendar days after receipt of the grievance. The President of the Association, or his/her designee, may file a class action grievance with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the grievance. The grievance by an individual officer or by the President of the Association shall include: (1) a statement of the grievance and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the officer or Association President, as applicable.

Step 3

If the grievance has not been settled at Step 2, the Association President, the Sheriff or the County Judge may request within thirty (30) calendar days after receipt of the Sheriff's or County Judges' decision, that the grievance be submitted to negotiation. If a request for negotiation is made, the parties shall meet and confer concerning the grievance for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the grievance. If the parties cannot resolve the grievance with thirty (30) calendar days, then they shall certify in writing that no resolution has been made.

Step 4

If the grievance has not been settled at Step 2, or no request is made by any party pursuant to Step 3 to submit the grievance to negotiation, then the Association shall have thirty (30) calendar days from the date that the Sheriff and/or County Judge declined the grievance in Step 2 to give notice of its intention to submit the grievance to final, binding arbitration

as hereinafter provided. If the grievance is submitted for resolution at Step 3, then the Association shall have twenty (20) calendar days from the date that the parties certify that they cannot resolve the grievance to give notice of its intention to submit the grievance to final, binding arbitration is hereinafter provided. The parties shall arbitrate consistent with the provisions set forth in Attachment 2, which is incorporated by reference into this Article. Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

Section IV.

Arbitration Hearing: As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in Beaumont, Texas, and at said hearing both the County and the Association shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each party shall have the privilege of cross examining witnesses presented by the opposite party. The neutral arbitrator shall render a decision in writing within thirty (30) calendar days after completion of the hearing unless an extension of time is mutually agreed to by the parties. A decision by the neutral arbitrator shall be final and binding upon both parties.

Section V.

Authority of Arbitrator: The sole function of the neutral arbitrator shall be to interpret the provisions of this Agreement and apply them to the specific facts of a grievance which is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising after this Agreement; or to substitute his judgment for that of the County in the absence of, violation of this Agreement, of abuse of discretion or discrimination by the County. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the arbitrator. In no event shall any award be made retroactive beyond the time period referred to in Step 1.

**ARTICLE 19
WAGES***

SECTION I

Appointed positions not specifically referenced in this Article, shall have wages, benefits, and hours of work determined by the Commissioners Court.

Officers shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The wage tables on the following pages are effective on October 31, 2017 and shall remain in effect until September 30, 2021. If the county grants an across-the-board wage increase to non-bargaining unit employees that is greater than that granted to the bargaining unit, the members of the bargaining unit shall receive the additional percentage increase above and beyond the contractual agreed wages. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

A Sergeant or Lieutenant shall be required to have five (5) continuous years of service in rank in the Sheriff's Department to qualify for the step of Sergeant II or Lieutenant II. Such step shall be an automatic adjustment upon the Officer reaching his anniversary date.

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 31, 2017 Rate of Increase (3.50%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 31, 2017 Rate of Increase (3.50%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	23.9720	4,155.15	49,861.76	Corrections CL2 CO-1 (0-12)	17.5542	3,042.73	36,512.74
Deputy CLE 2 (12-24)	26.6142	4,613.13	55,357.54	Corrections CL2 CO-2 (12-24)	20.0301	3,471.88	41,662.61
Deputy CLE 3 (24-48)	27.7585	4,811.47	57,737.68	Corrections CL2 CO-3 (24-36)	21.4009	3,709.49	44,513.87
Deputy CLE 4 (48-72)	28.9025	5,009.77	60,117.20	Corrections CL2 CO-4 (36-48)	22.446	3,890.64	46,687.68
Deputy CLE 5 (72-96)	29.9162	5,185.48	62,225.70	Corrections CL2 CO-5 (48-60)	24.0224	4,163.88	49,966.59
Deputy CLE 6 (96-120)	30.9488	5,364.46	64,373.50	Corrections CL2 CO-6 (60-84)	24.5108	4,248.54	50,982.46
Deputy CLE 7 (120-180)	31.8793	5,525.75	66,308.94	Corrections CL2 CO-7 (84-120)	25.2475	4,376.23	52,514.80
Deputy CLE 8 (180 +)	32.3536	5,607.96	67,295.49	Corrections CL2 CO-8 (120 +)	25.6245	4,441.58	53,298.96
Sergeant CLE Rate 45	33.8701	5,870.82	70,449.81	Corrections CL2 Sergeant - Rate 45	31.1931	5,406.80	64,881.65
Lieutenant CLE Rate 46	35.5255	6,157.75	73,893.04	Corrections CL2 Lieutenant – Rate 46	32.7179	5,671.10	68,053.23
Captain CLE Rate 47	39.9721	6,928.50	83,141.97	Corrections CL2 Captain – Rate 47	36.8129	6,380.90	76,570.83
Major CLE Rate 48	43.8514	7,600.91	91,210.91	Corrections CL2 Major – Rate 48	40.3857	7,000.19	84,002.26
Sergeant II CLE Rate 65	34.5475	5,988.23	71,858.80	Corrections CL2 Sergeant II - Rate 65	31.817	5,514.95	66,179.36
Lieutenant II CLE Rate 66	36.2361	6,280.92	75,371.09	Corrections CL2 Lieutenant II – Rate 66	33.3722	5,784.52	69,414.18

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2018 Rate of Increase (3.00%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2018 Rate of Increase (3.00%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	24.6912	4,279.81	51,357.70	Corrections CL2 CO-1 (0-12)	18.0808	3,134.01	37,608.06
Deputy CLE 2 (12-24)	27.4126	4,751.52	57,018.21	Corrections CL2 CO-2 (12-24)	20.631	3,576.04	42,912.48
Deputy CLE 3 (24-48)	28.5913	4,955.83	59,469.90	Corrections CL2 CO-3 (24-36)	22.0429	3,820.77	45,849.23
Deputy CLE 4 (48-72)	29.7696	5,160.06	61,920.77	Corrections CL2 CO-4 (36-48)	23.1194	4,007.36	48,088.35
Deputy CLE 5 (72-96)	30.8137	5,341.04	64,092.50	Corrections CL2 CO-5 (48-60)	24.7431	4,288.80	51,465.65
Deputy CLE 6 (96-120)	31.8773	5,525.40	66,304.78	Corrections CL2 CO-6 (60-84)	25.2461	4,375.99	52,511.89
Deputy CLE 7 (120-180)	32.8357	5,691.52	68,298.26	Corrections CL2 CO-7 (84-120)	26.0049	4,507.52	54,090.19
Deputy CLE 8 (180 +)	33.3242	5,776.20	69,314.34	Corrections CL2 CO-8 (120 +)	26.3932	4,574.82	54,897.86
Sergeant CLE Rate 45	34.8862	6,046.94	72,563.30	Corrections CL2 Sergeant - Rate 45	32.1289	5,569.01	66,828.11
Lieutenant CLE Rate 46	36.5913	6,342.49	76,109.90	Corrections CL2 Lieutenant – Rate 46	33.6994	5,841.23	70,094.75
Captain CLE Rate 47	41.1713	7,136.36	85,636.30	Corrections CL2 Captain – Rate 47	37.9173	6,572.33	78,867.98
Major CLE Rate 48	45.1669	7,828.93	93,947.15	Corrections CL2 Major – Rate 48	41.5972	7,210.18	86,522.18
Sergeant II CLE Rate 65	35.5839	6,167.88	74,014.51	Corrections CL2 Sergeant II - Rate 65	32.7715	5,680.39	68,164.72
Lieutenant II CLE Rate 66	37.3232	6,469.36	77,632.26	Corrections CL2 Lieutenant II – Rate 66	34.3734	5,958.06	71,496.67

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2019 Rate of Increase (3.50%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2019 Rate of Increase (3.50%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	25.5554	4,429.60	53,155.23	Corrections CL2 CO-1 (0-12)	18.7136	3,243.69	38,924.29
Deputy CLE 2 (12-24)	28.3720	4,917.81	59,013.76	Corrections CL2 CO-2 (12-24)	21.3531	3,701.20	44,414.45
Deputy CLE 3 (24-48)	29.5920	5,129.28	61,551.36	Corrections CL2 CO-3 (24-36)	22.8144	3,954.50	47,453.95
Deputy CLE 4 (48-72)	30.8115	5,340.66	64,087.92	Corrections CL2 CO-4 (36-48)	23.9286	4,147.62	49,771.49
Deputy CLE 5 (72-96)	31.8922	5,527.98	66,335.78	Corrections CL2 CO-5 (48-60)	25.6091	4,438.91	53,266.93
Deputy CLE 6 (96-120)	32.9930	5,718.79	68,625.44	Corrections CL2 CO-6 (60-84)	26.1297	4,529.15	54,349.78
Deputy CLE 7 (120-180)	33.9849	5,890.72	70,688.59	Corrections CL2 CO-7 (84-120)	26.9151	4,665.28	55,983.41
Deputy CLE 8 (180 +)	34.4905	5,978.35	71,740.24	Corrections CL2 CO-8 (120 +)	27.317	4,734.95	56,819.36
Sergeant CLE Rate 45	36.1072	6,258.58	75,102.98	Corrections CL2 Sergeant - Rate 45	33.2534	5,763.92	69,167.07
Lieutenant CLE Rate 46	37.8720	6,564.48	78,773.76	Corrections CL2 Lieutenant – Rate 46	34.8789	6,045.68	72,548.11
Captain CLE Rate 47	42.6123	7,386.13	88,633.58	Corrections CL2 Captain – Rate 47	39.2444	6,802.36	81,628.35
Major CLE Rate 48	46.7477	8,102.94	97,235.22	Corrections CL2 Major – Rate 48	43.0531	7,462.54	89,550.45
Sergeant II CLE Rate 65	36.8293	6,383.75	76,604.94	Corrections CL2 Sergeant II - Rate 65	33.9185	5,879.21	70,550.48
Lieutenant II CLE Rate 66	38.6295	6,695.78	80,349.36	Corrections CL2 Lieutenant II – Rate 66	35.5765	6,166.59	73,999.12

LAW ENFORCEMENT DIVISION EFFECTIVE OCTOBER 1, 2020 Rate of Increase (3.00%)				CORRECTIONS CENTER DIVISION EFFECTIVE OCTOBER 1, 2020 Rate of Increase (3.00%)			
Sheriff	Hourly	Monthly	Yearly	Jail	Hourly	Monthly	Yearly
Deputy CLE 1 (0-12)	26.3221	4,562.50	54,749.97	Corrections CL2 CO-1 (0-12)	19.275	3,341.00	40,092.00
Deputy CLE 2 (12-24)	29.2232	5,065.36	60,784.26	Corrections CL2 CO-2 (12-24)	21.9937	3,812.24	45,746.90
Deputy CLE 3 (24-48)	30.4798	5,283.17	63,397.98	Corrections CL2 CO-3 (24-36)	23.4988	4,073.13	48,877.50
Deputy CLE 4 (48-72)	31.7358	5,500.87	66,010.46	Corrections CL2 CO-4 (36-48)	24.6465	4,272.06	51,264.72
Deputy CLE 5 (72-96)	32.8490	5,693.83	68,325.92	Corrections CL2 CO-5 (48-60)	26.3774	4,572.08	54,864.99
Deputy CLE 6 (96-120)	33.9828	5,890.35	70,684.22	Corrections CL2 CO-6 (60-84)	26.9136	4,665.02	55,980.29
Deputy CLE 7 (120-180)	35.0044	6,067.43	72,809.15	Corrections CL2 CO-7 (84-120)	27.7226	4,805.25	57,663.01
Deputy CLE 8 (180 +)	35.5252	6,157.70	73,892.42	Corrections CL2 CO-8 (120 +)	28.1365	4,876.99	58,523.92
Sergeant CLE Rate 45	37.1904	6,446.34	77,356.03	Corrections CL2 Sergeant - Rate 45	34.251	5,936.84	71,242.08
Lieutenant CLE Rate 46	39.0082	6,761.42	81,137.06	Corrections CL2 Lieutenant – Rate 46	35.9253	6,227.05	74,724.62
Captain CLE Rate 47	43.8907	7,607.72	91,292.66	Corrections CL2 Captain – Rate 47	40.4217	7,006.43	84,077.14
Major CLE Rate 48	48.1501	8,346.02	100,152.21	Corrections CL2 Major – Rate 48	44.3447	7,686.42	92,236.98
Sergeant II CLE Rate 65	37.9342	6,575.26	78,903.14	Corrections CL2 Sergeant II - Rate 65	34.9361	6,055.59	72,667.09
Lieutenant II CLE Rate 66	39.7884	6,896.66	82,759.87	Corrections CL2 Lieutenant II – Rate 66	36.6438	6,351.59	76,219.10

45	Sergeant
46	Lieutenant
47	Captain
48	Major
65	Sergeant II
66	Lieutenant II

For the purposes of this Article, the average across the board wage increase given to non-bargaining unit county employees shall be calculated by averaging the percentage wage increase in that fiscal year of each non-bargaining unit county employee and determining the average wage increase of all non-bargaining unit county employees. The county may use cost of living adjustments, market surveys, reclassifications, or merit pay to determine the percentage increase of each non-bargaining county employee. The calculation of an across-the-

board increase to non-bargaining unit county employees shall exclude the percentage of a wage increase of an employee based upon a promotion. The Deputy LE and Corrections Officer positions in the Law Enforcement and Corrections Center Divisions are pay grades only. Movement between all pay grades is based upon time in grade and pay grades are not subject to Article 14, "Promotions".

Any Corrections Officer may be assigned to the position of Maintenance Officer. Maintenance Officers shall be paid at the salary set by the County for the position or at their appropriate pay step as a Corrections Officer, which is greater.

SECTION II

Certificate/Education Pay

Officers will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains either an Intermediate Certification through TCLEOSE, or an Associate Degree in Criminal Justice.

An Officer who attains an Advanced Certification through TCLEOSE, or a Baccalaureate Degree in Criminal Justice, or other four (4) year degree from an accredited college or university that is adjudged by the Sheriff to closely relate to Law Enforcement work, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

An officer who attains a Masters Certification through TCLEOSE or a Master's Degree adjudged by the Sheriff to closely relate to Law Enforcement work shall be provided \$125.00 per month in addition to the base rate, and in addition to the payment that is being provided for Advanced Certification and the payment that is being provided for the Intermediate Certification.

No officer in the Department compensated pursuant to Section A of this Article shall receive more than a total of \$300.00 monthly for the Certification/Education pay.

SECTION III

Transfer Officer/ Work Release Pay/Court Officers

Any officer assigned to perform duties as a Transfer Officer or Work Release Officer shall be filled by correctional officers from within the Correctional Division. Correctional Officers currently assigned as a transfer Officer or Work Release Officer shall be grandfathered for wages only and

shall show no reduction in salary so long as he or she is performing such duties. Any assignment as a Transfer Officer or Work release Officer after the ratification of this agreement shall be paid in accordance with applicable Correctional Officer pay scale. For the purposes of this Section, the term "Transfer Officer" shall mean an officer whose primary duty is the transfer of prisoners to and from Jefferson County detention center and other detention centers either within or outside Texas.

Correctional Officers currently assigned as Court Officers shall be required to successfully complete the Department's FTO program in order to maintain the position of Court Officer. Upon ratification of this agreement, current Court Officers shall begin to accumulate seniority in the Law Enforcement Division. All future Court Officer positions shall be filled by Deputies from the Law Enforcement Division.

SECTION IV

Longevity Pay

In addition to the base wage rates, officers shall be compensated longevity pay at the rate of (\$6.26) per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 Monthly Maximum) by the County.

SECTION V

Increased Pay for Prior Experience

Any officer with five (5) or more years of experience who hires into the Sheriff's Office from another agency may at the Sheriff's discretion begin pay at up to the step four level, as set out in Article 19, Section 1, above. For the purpose of this section, experience shall be defined as full-time paid employment as a corrections officer or peace officer certified by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).

The Association Shall indemnify the County and the Sheriff and hold them harmless against any and all claims, demands suits or other forms of liability that may arise out of, or by reason of, any action taken by the County and/or the Sheriff for the purpose of complying with the provisions of this section.

SECTION VI

Divisional Transfers

An Officer who transfers from one division to another, shall, for the purposes of time in step, begin at the lowest pay step. However, in no event shall any transferring officer suffer a reduction in pay, except for disciplinary actions, failure to complete the FTO program or voluntary reassignment. Any other transferring officers shall maintain their current pay rate until they have accrued enough time in their new division that would entitle them to an increase in pay. At such time, the transferring officer's step shall henceforth conform to the normal pay step procedures spelled out in Article 19, Section 1, above. Provided, however, that any supervisor (sergeant, lieutenant, captain or major) who voluntarily transfers and is required by the transfer to give up his rank, shall enter the new division at the highest non-supervisory pay the transferor earned before he or she became a supervisor.

Section VII

Specialty Pay

In addition to base wage rates, Deputies assigned to the SWAT team shall receive an additional \$50.00 a month.

Deputies and Correction Officers assigned as a Field Training Officer shall receive an additional \$50.00 a month, only while actively training.

Deputies and Corrections Officers designated by the Sheriff as translators shall receive an additional \$50.00 a month. The Sheriff shall set the criteria for recognition for bilingual/translator designation.

**ARTICLE 20
HOURS OF WORK AND OVERTIME COMPENSATION**

SECTION I

Work Day/Work Week

Officers assigned to 8 or 10 hour shifts shall work forty (40) hours per week. The work period for those officers shall consist of eighty (80) hours per fourteen (14) day work cycle. Bargaining unit members assigned to 12 or 24 hour shifts, shall have a 14 day, 80 hour work cycle. The work day for all officers shall include any shift briefings and training required by the Department.

SECTION II

Meal Period

All officers shall have no more than a thirty (30) minute meal period and no less than a twenty (20) minute meal period on any shift. Officers shall not be paid for the meal period unless called to duty during the meal period. An officer shall be completely relieved from duty during the meal period and may not be called to duty during the meal period except in an emergency. In the event that an officer is called to duty during the meal period then the meal period shall be rescheduled during the same shift or the meal period shall be subject to compensation as time worked at the option of the affected officer.

SECTION III

Overtime

A. All work performed by Officers working a 8 or 10 hour shift, holding the rank of Major and below, in excess of his/her regularly scheduled 40 hour work week shall be deemed overtime; and shall be compensated on the basis of time-and one half the officer's regular rate of pay. When overtime occurs as a result of a shift assignment change, an officer may elect to be paid at the straight time rate for the time worked, or an equal amount of compensatory time. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed as time worked for the purpose of computing hours worked.

B. All work performed by Officers assigned to 12 or 24 hour shifts shall be calculated in accordance with 29USC section 207K , in that no overtime compensation is required until the number of hours worked exceeds 86 hours in a 14 day work period. All hours in excess of 80 hours worked in a work period shall be deemed overtime and administered with all other consideration as dictated under Article 20, Section III, Subsection A.

SECTION IV

Court time

Officers attending court shall be treated as on-duty for time attend in court as a witness in a duty-related matter and the provisions of Section V shall apply. This provision applies to the following courts and hearings:

- A. Federal Court
- B. Grand Juries
- C. State District Court
- D. Justice Of The Peace Court
- E. County Courts at Law
- F. Municipal Courts
- G. Juvenile Court Proceedings of any kind
- H. Texas Alcoholic Beverage Commission Hearings
- I. Parole Revocation Hearings
- J. Any hearing conducted by an administrative law judge

SECTION V

Call Back

Any officer called back to duty from off-duty or on a regularly scheduled day off shall be compensated at a minimum of two (2) hours pay at the rate of time-and-one-half the officer's regular rate of pay.

SECTION VI

Standby

In the event that an officer is ordered to standby by a supervisor authorized to order such standby at least forty-eight (48) hours prior to the commencement of duty, the officer shall receive one hour of pay at the straight time rate per eight hours of standby, or any fraction thereof. In the event that the officer is ordered to standby less than forty-eight (48) hours prior to the commencement of duty, the officer shall receive two (2) hours of pay the straight time rate per eight hours of standby, or any fraction thereof.

SECTION VII

Schedule Changes

Days off, schedules, shifts, tours of duty or assignments shall not be changed solely for the purpose of avoiding the payment of overtime to individual officers.

SECTION VIII

Election

An officer may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time. An officer may not

accrue more than 480 hours of compensatory time. The County may elect to pay all or part of any accumulated compensatory time that exceeds 240 hours. However, by mutual agreement with the officer, the County may elect to pay all or part of any accumulated compensatory time.

SECTION IX

STEP Program

Overtime assignments to the STEP program shall be made consistent with current practices in effect in the Sheriff's Office as of the effective date of this Agreement.

SECTION X

Training time

Any training time required by the Sheriff's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article. The Sheriff's Office may adjust days off, schedules, tours of duty or assignments for the purpose of reducing overtime payments under this subsection.

SECTION XI

Emergency Closure

Bargaining unit members will be compensated during emergency closures in accordance with County policy in effect on October 31, 2017.

**ARTICLE 21
VACATIONS**

SECTION I

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, an officer shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT DAYS/HOURS OF VACATION

January 10 days/80 hours
February 9 days/72 hours
March 8 days/64 hours
April 7.5 days/60 hours
May 7 days/56 hours
June 6 days/48 hours
July 5 days/40 hours
August 4 days/32 hours
September 3 days/24 hours
October 2.5 days/20 hours
November 2 days/16 hours
December 1 day/8 hours

SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the employee was first employed. Vacation days shall be credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE DAYS/HOURS OF VACATION

1 through 4 10 days/80 hours
5 through 9 15 days/120 hours
10 through 14 20 days/160 hours
15 through 25 25 days/200 hours

SECTION III

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

SECTION IV

Members of the bargaining unit who have at least fifteen (15) consecutive years of service may receive pay-in-lieu of no more than eighty (80) hours vacation annually, subject to funds being available in the budget for this benefit. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all officers making the request for the benefit.

SECTION V

In documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Sheriff for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld

SECTION VI

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to officers so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

**ARTICLE 22
HOLIDAYS**

SECTION I

The following twelve (12) holidays shall be provided by the County.

New Year's Day, M.L. King Day,
Presidents Day, Good Friday
Memorial Day, July 4th, Labor Day
Veteran's Day, Thanksgiving and Day after Thanksgiving
Christmas Eve*, Christmas Day

*Depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

SECTION II

If a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for actual hours worked. The Officers shall have the option of choosing compensatory time in lieu of pay.

For Officers assigned to the Marine Unit, if a holiday falls on an Officer's regular day off, the County shall pay the Officer eight (8) hours at straight time, in addition to the Officer's regular pay. If an Officer works on a holiday, the Officer shall be paid at the rate of time and one half, in addition to the Officer's regular pay for 8 hours, and all other hours in said shift shall be paid at regular pay rate. The Officers shall have the option of choosing compensatory time in lieu of pay.

SECTION III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and the working day after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

**ARTICLE 23
SICK LEAVE**

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

SECTION I

Four (4) hours of sick leave shall be accumulated per pay period. The maximum hours that may be accumulated is 1440. Sick leave pay shall be at the regular rate of pay.

SECTION II

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes 90 days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

SECTION III

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine, illness in the immediate family, or for any reason covered under the Family and Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

SECTION IV

The Sheriff may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leaves shall be provided to the Auditor's office by the Sheriff. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, an officer must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

SECTION V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

SECTION VI

Members of the bargaining unit employed prior to **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for one-half of their unused, accrued sick leave up to a maximum of 720 hours.

Members of the bargaining unit employed after **October 1, 2012**, with at least eight (8) years of continuous service who terminate employment shall receive payment for 10 % of their unused, accrued sick leave.

However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

SECTION VII

Funeral Leave

In the event that an officer suffers a death in the family, the officer may take up to three (3) days off with pay. The word "family" shall include spouse, child, grandchild, parent, guardian, brother, sister, grandfather or grandmother of the officer, or of the officer's spouse.

SECTION VIII

Officers who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Officer is entitled to under Article 21 of this Agreement.

SECTION IX

Personal Leave

Subject to the approval of the Supervisor, officers may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These 16 hours are to be used for non-medical appointments, such as, parent-teacher conferences, personal business that employees are unable to conduct during or because of normal working hours. Employees must schedule personal time off at least 24 hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully

completes 90 days of employment. Each officer shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

**ARTICLE 24
INJURY LEAVE**

SECTION I

An officer who is injured on the job shall receive temporary income benefits as prescribed by the Texas Worker's Compensation Act.

SECTION II

Injury leave shall accrue at the same rate as sick leave. Injury leave may not be charged against sick leave or vacation, but may be charged to FMLA leave if applicable. Employees off on injury leave will not receive holiday pay.

SECTION III

The Commissioner's Court will review each Worker's Compensation case at the time the County supplement ends, and may extend supplemental benefits if desired.

**ARTICLE 25
LEAVE OF ABSENCE**

SECTION I

After an officer's sick leave and all other available accrued leave have been exhausted and the officer has been absent for 80 hours without pay, the Sheriff shall recommend to the Commissioner's Court for approval to:

A. Dismiss the officer; or

B. Place the officer upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

SECTION II

A leave of absence without pay may be granted at the discretion of the Sheriff, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

SECTION III

No vacation, sick leave or credit for retirement service shall accrue while an officer is on leave of absence without pay, for any reason.

SECTION IV

An officer shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

ARTICLE 26 MILITARY LEAVE

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred twenty hours per year. The employee should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, an employee must provide at least thirty (30) days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected employee's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Employees having a minimum of one year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

A. Compensation if the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County. To receive supplemental pay from the County, the employee must furnish a certified statement of the military pay and allowances for the time off. The employee must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the employee fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for employees on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement. Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and

shift assignments. During the period of military leave, employees shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the employee. The County Health and Life Insurance Programs contain exclusions for acts of war. Employees who are called to:

- 1) Active military duty during a conflict;
- 2) State active military service;
- 3) Service supporting the Department of Emergency Management operations;
- 4) Service supporting the Department of Homeland Security or
- 5) Any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the employee discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document. The employee must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such employee will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

**ARTICLE 27
JURY DUTY**

Officers shall be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Officers shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

**ARTICLE 28
DISCIPLINARY ACTIONS**

SECTION I

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Sheriff. For purposes of this Article, all disciplinary actions taken by the Sheriff are final except insofar as exempted hereinafter. For purposes of appeal of a disciplinary action, only the affected member of the bargaining unit may appeal a disciplinary action taken by the Sheriff. For purposes of this Article, only disciplinary action resulting in termination of a member of the bargaining unit may be appealed to the Citizens Advisory Panel set forth in Section 5. Other disciplinary actions imposed by the Sheriff (suspensions, demotions, written reprimands, oral reprimands) are subject to Sections 2, 3 and 4 herein; and any disciplinary actions imposed by the Sheriff are final and non-appeal able.

SECTION II

Upon notification of a complaint filed by any person, such complaint shall be referred to the Internal Affairs Division (hereinafter referred to as "I.A.D.") for investigation. The I.A.D. shall thoroughly investigate all complaints submitted to it and shall do so within a reasonable period of time consistent with the nature of the complaint being investigated. However, disciplinary action shall be taken on or before 180 calendar days from occurrence for misconduct, involving non-criminal related acts. Disciplinary action shall be taken on or before 180 calendar days from discovery for misconduct involving criminal related acts. Nothing herein requires that an officer be charged with a criminal offense for the misconduct to be involving criminal related acts. Investigations shall be conducted pursuant to the procedure set forth in Attachment 4 and incorporated by reference herein.

SECTION III

Upon the completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the merit of the accusation, which it believes should be imposed. The Board may find the case is Sustained (the complaint was supported), Not sustained (insufficient evidence to either prove or disprove the complaint), Unfounded (the complaint was false or didn't occur) or Exonerated (the act occurred but was legal, justified and proper under the circumstances). If the Board finds that a case is sustained, it shall then

recommend the discipline, which it believes, should be imposed, including termination.

Upon completion of its investigation, I.A.D. may, without recommendation, forward the results thereof to the Disciplinary Review Board (hereinafter referred to as the "D.R.B."). The Law Enforcement D.R.B will hear disciplinary cases of Law Enforcement Division bargaining members. The Corrections D.R.B will hear disciplinary cases of the Corrections Division bargaining members. Each D.R.B shall be composed of six (6) persons selected as follows:

A. Two members of the D.R.B. shall be assigned from the bargaining unit and from the Division in which the affected employee is assigned. These two members must have completed probation at least 2 years before appointment and will be selected randomly.

B. Two members shall be citizens of Jefferson County, Texas, one of which shall be selected by the Association and the other by the Sheriff. Both citizens shall be vetted and approved by the Association and the Sheriff, however, if one party rejects the other's first selection, the party whose selection was rejected may submit 3 names to the other party, who must agree to one of the three.

C. Two members shall be appointed by the Sheriff from the bargaining unit holding the rank of at least Sergeant and no higher than major.

Six alternate D.R.B. members shall also be selected in the same manner as above and shall serve in the absence of any serving board member. The Sheriff shall appoint the Chairman of the D.R.B for a term of one (1) year and serve on both the Law Enforcement and Corrections Boards. The D.R.B. shall serve in cases involving deputies, correctional officers and supervisors.

Members chosen to serve on the D.R.B shall serve a term of one (1) year. The chairman shall be appointed at the beginning of each year and serve concurrent term with the other members of each board. A person who has served on the D.R.B may not serve another term for a period of two (2) years. Any person, who has had a disciplinary case that's proven to be sustained, cannot serve on the D.R.B for a period of twelve (12) months from the date the case was found to have been sustained.

Any person, who has had a disciplinary case proven to have merit, cannot serve on the D.R.B. for a period of 12 months from the date the case was found to have merit. Upon referral of a complaint from I.A.D., the D.R.B. shall hear the matter within ten (10) days of receipt of the complaint from I.A.D. At the hearing before the D.R.B., the affected member may consult with a representative (who may not be present at

the hearing) and present testimony; the complainants may present testimony; and I.A.D. may present the evidence obtained during its investigation. The hearing shall be tape-recorded and a copy shall be made available upon request to the affected member. Deliberations of the D.R.B. shall not be recorded. Within seven (7) days of completion of the hearing before the D.R.B., such Board shall by majority vote render its recommendation as to the discipline, which it believes should be imposed. The D.R.B. may find the complaint is without merit; that the complaint has merit and recommend the disciplinary action to be taken; or that the complaint has merit and recommend termination.

SECTION IV

Upon determination of its recommendation on disciplinary action to be, the D.R.B. shall notify the Sheriff in writing of its decision. Within ten (10) work days of receipt of the written recommendation by the D.R.B., the Sheriff shall determine the disciplinary action to be taken against the affected member. The Sheriff may accept or reject either in whole or in part the recommendation of the D.R.B. If the D.R.B. recommends termination, the affected employee shall be placed on suspension with pay and relieved of duty until the Sheriff renders a decision.

SECTION V

In the event that the D.R.B. recommends termination of the disciplined officer, or the Sheriff terminates an officer by rejecting a lesser recommendation by the D.R.B. pursuant to Section 4 herein, the matter shall then be referred to a Citizens Advisory Panel (hereinafter referred to as "the Panel") unless the affected members signs a waiver. If the Sheriff's decision is to terminate the employee, he/she shall be placed on leave without pay until the Panel convenes and renders an opinion for the Sheriff to consider. The employee will remain on leave without pay until the Sheriff makes a final decision, at which time the employee shall either be terminated or reinstated. The Panel shall be comprised of three (3) residents of Jefferson County, Texas, unless otherwise agreed; and three alternates who shall also be residents of Jefferson County, Texas, unless otherwise agreed. The Panel members and alternates are named in Attachment 5, attached hereto and incorporated by reference into this Agreement. The Panel members and alternates shall serve a term that runs concurrent with the effective and termination dates of this Agreement. Within two (2) weeks of receipt of the recommendation for termination of the D.R.B. or the Sheriff's rejection of a D.R.B. recommendation for less than termination, the Panel shall hear the facts and circumstances surrounding the matter involving the disciplined

employee. The time limit for any such hearing by the Panel shall not exceed eight (8) hours, except that by a majority vote of the Panel, the hearing time may be extended. The disciplined employee may have a representative to speak on his/her behalf. The Panel may hear testimony from the disciplined employee, the Association or the Sheriff or his designated representative. The Panel may rely in whole or in part on the testimony presented to the D.R.B. The disciplined employee and any complaining witness(s) may be examined and cross-examined. By a majority vote, the Panel may admit other relevant oral or documentary evidence. The Rules of Civil Procedure and Civil Evidence shall not apply. The proceeding shall not be recorded. Any matter admitted to this hearing may not be used for any subsequent purposes. The parties agree that members of the Panel will not in any subsequent proceeding be called as witnesses to testify regarding matter presented to the Panel. After its hearing, the Panel shall convene in private and by majority vote determine if it recommends that the termination be reconsidered and lesser discipline imposed; or if the termination should stand. The recommendation of the Panel shall be forwarded to the Sheriff for a decision based upon that recommendation.

Within ten (10) days of receipt of the written recommendation of the Panel, the Sheriff shall determine if the officer should be terminated, or whether a lesser disciplinary action should be taken. The decision of the Sheriff shall be based upon whether or not just cause exists for the termination. For the purposes of this Section, the term "just cause" means that the discharge action of the Sheriff's Department was reasonable in light of all circumstances; or was done for good and sufficient reasons.

SECTION VI

Any affected member of the bargaining unit may elect to have the Sheriff, determine the merit of a complaint. The Sheriff may, in his discretion, elect to determine the discipline to be imposed. In the event an election is made by the Sheriff to not determine the merit, then the Officer may appeal pursuant to Section 3, 4, and 5 of this Article. In the event that such election is made by the Sheriff to determine the merit, the D.R.B. will not be convened to hear the complaint; but rather, the Sheriff may hear such evidence, as he deems appropriate. If the affected member notifies the Sheriff that he would like a personal conference, the Sheriff shall personally meet and discuss the incident with the affected officer before any disciplinary action is taken. The Sheriff, if he finds the complaint is sustained, will then determine the discipline to be imposed. The determination by the Sheriff shall be final.

SECTION VII

The Sheriff shall establish procedures and forms to be used by I.A.D., and the D.R.B. in their investigation of complaints and recommendations as to disciplinary matters.

**ARTICLE 29
INSURANCE**

SECTION I

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

SECTION II

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premiums for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half match, the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

**ARTICLE 30
MISCELLANEOUS PROVISIONS**

SECTION I

The County shall reimburse any officer for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$700.00 per occurrence; provided that the officer files a written report of the incident within 24 hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the officer's work; and provided further that the officer provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within 30 days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality. Excluded from this provision are any items that are prohibited by the Sheriff for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Officer that does not aid in the furtherance of the job duties.

SECTION II

Officers may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

SECTION III

Officers shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any officer to perform non-bargaining unit work. In the event of exigent circumstances, such as a natural disaster, the Sheriff may require officers to perform work other than that normally and customarily related to the performance of duties.

SECTION IV

The Correctional Department shall be staffed by correctional officers as required and/or approved by the Texas Commission on Jail Standards.

SECTION V

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are:

(1) Not in uniform;

(2) Not displaying any badge, insignia or equipment of the Department;
or

(3) Not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to Demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Department; or (3) not on duty.

SECTION VI

If at any time during the term of this Agreement, and any extension thereof, the electorate of Jefferson County, Texas subjects the government of the County to a rollback election; and as result of such rollback election, the government of the County suffers a reduction in revenues due to a reduction in the tax rate, then the Association agrees to reopen the salary provisions of this Agreement set forth in Article 19 for the purpose of renegotiating such salaries.

SECTION VII

The Sheriff and/or County shall provide to every officer a copy, either digital or hard copy of all county personnel policies, Department operations manual and rules and regulations.

An electronic copy of this Agreement will be available to the Association for distribution.

SECTION VIII

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

**ARTICLE 31
CLOSING STATEMENTS**

SECTION I

Savings Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

Full and Final Scope of the Agreement

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 12), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 12), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION III

Approval

This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 30th day of October 2017, and has been approved by the Sheriff by his signature being affixed hereto, and has been ratified by the Jefferson County Association of Deputy Sheriffs and Correction Officers on the _____ day of _____, 2017.

FOR THE COMMISSIONER'S COURT:

FOR THE SHERIFF:

Jeff Branick
County Judge

Zena Stephens
Sheriff

FOR THE ASSOCIATION:

William "Ike" Eichelberger
President

ATTACHMENT 1
Binding Arbitration

A. If a grievance is submitted to final, binding arbitration by the parties, the Sheriff and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and the remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator shall be final and binding upon the County, the Sheriff and the Association.

D. The Sheriff and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Sheriff and/or County and the Association shall share equally the fees and expenses of the arbitrator.

ATTACHMENT 2

Internal Affairs Procedures

Section 1.

Conduct of Interview

An interview of an officer under investigation shall take place at the Sheriff's Office. The officer may bring his supervisor with him to the interview. The officer shall be informed of the rank, name and command of the investigator and the identity of all persons present during the interrogation. The officer shall be informed of the general nature of the investigation, and sufficient information to reasonably apprise the officer of the allegations shall be provided. The interview shall be completed with reasonable dispatch and may include allowing the officer to give a voluntary verbal synopsis of events when involved in major incidents. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. The officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment, except that the investigator may inform the officer that his/her conduct or his/her failure to cooperate with IAD and its investigation can become the subject of disciplinary action resulting in disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

Section 2.

Right to Contact Attorney.

In all cases where an officer is to be interviewed concerning an alleged act which, if proven, may result in his temporary suspension or dismissal from the service, he shall be afforded a reasonable opportunity, but not to exceed forty-eight (48) hours, and facilities to contact and consult privately with an attorney of his own choosing and/or a representative of the Association (or CLEAT) before being interviewed. An attorney of his own choosing and/or a representative of the Association (or CLEAT) may be present during the interview. In the event that an officer appears with an Association representative or attorney, the Sheriff or other interrogating officer shall have the option of continuing or terminating the interview. In lieu of an interview, the Sheriff may provide the affected officer with written notification of the complaint, written notice requiring a response to said complaint, and if applicable, notice of right to appeal. Such statement shall require a written response sworn to and notarized under oath.

If an officer is under arrest or is likely to be, or is a suspect or the target of a criminal investigation, the officer shall be given his/her rights pursuant to

the Miranda Decision. The officer shall be given an exact copy of any written statement he may execute.

Section 3.

Recording of Interview.

IAD shall tape record any interview of an officer under investigation pursuant to Section 1 herein; and shall make a copy of said tape recording available to the officer being interviewed.

Section 4.

Notification of Findings.

The Sheriff shall provide written notice in a sealed envelope to the individual officer of the final status of any complaint filed with the Sheriff's Office, by mailing said written notice to the officer's last known address by certified, return receipt mail.

Section 5.

Use of Polygraph.

No polygraph shall be used to question an officer in an IAD investigation.

ATTACHMENT 3
Citizens' Advisory Panel

The Citizens' Advisory Panel, hereinafter referred to as "the Panel", shall be constituted for all purposes set forth in Article 25 of the Agreement. The following three residents of Jefferson County are designated to serve on the Panel as permanent members for the duration of this Agreement:

1. _____

2. _____

3. _____

In the event that any permanent Panel member, above, withdraws as a Panel member, is unable to complete his term as a Panel member, or is unavailable for a specific hearing, then one of the alternates, below, will be selected by the parties. The selection of an alternate will either be for one specific hearing (in which case the permanent Panel member will return to his duties at the next hearing); or in the event that the permanent member withdraws or is otherwise unable to complete his term, then for the duration of this Agreement. Any alternate will be selected by drawing an alternate panel member's name at random. The alternate members shall be:

1. _____

2. _____

3. _____

**ATTACHMENT 4
Wavier of the Citizens Advisory Panel**

**Jefferson County Sheriff's Office
Internal Affairs Division**

Waiver of the Citizens Advisory Panel

Date:

Re:

I hereby waive any further actions of the disciplinary process, defined in Article 28, Section V of the Articles of Agreement between Sheriff Stephens and The Jefferson County Sheriffs Association.

Signed/Date

Witness

End of Contract