

COLLECTIVE BARGAINING AGREEMENT

between

Orange County, Texas,

Orange County Sheriff,

and

Orange County Sheriff's Office Employees Association

December 8, 2021 to September 30, 2023

TABLE OF CONTENTS

Art No	Description	Page
---	Preamble	3
1	Recognition	4
2	Duration	5
3	Definitions	6
4	Management Rights	8
5	Association Dues Deductions	9
6	Association Meetings	10
7	County & Sheriff Duties to Association	12
8	No Strike/No Lockout	14
9	Maintenance of Standards	15
10	Uniforms, Safety & Equipment	16
11	Wages, Classifications, Longevity Pay, Certificate Pay & Special conditions	19
12	Overtime & Assignment Pay Rates	22
13	Vacations	26
14	Leave Provisions	28
15	Seniority	30
16	Promotions	31
17	Health, Life & Retiree Insurance	36
18	Disciplinary Actions	37
19	Grievance & Disciplinary Appeals Procedures	41
20	Impasse	45
21	Miscellaneous Provisions	48
---	Attachment 1: Orange County Sheriff's Office Personnel Policy Manual	50
---	Attachment 2: Orange County Personnel Policy Manual	51
---	Attachment 3: Classifications	52
---	Attachment 3: Sheriff's Pay Matrix	53
---	Execution Page	54
---	Memorandum of Agreement for 7-K Employees	55

PREAMBLE

The following Agreement by and between Orange County, Texas ("the County," the Orange County Sheriff's Office Employees Association ("the Association) and the Orange County Sheriff ("the Sheriff"), is recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas, Local Government Code, Chapter 174 (hereinafter, "the FPERA"). The Parties, each and collectively, agree that the efficient and uninterrupted performance of the Orange County Sheriff's Office function is the primary purpose of this Agreement. Essential to that purpose is the establishment of fair and reasonable compensation and working conditions for the Officers of the County and Sheriff. The Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the County, the Sheriff and their Officers. Therefore, this Agreement is intended to be in all respects in the public interest.

ARTICLE 1
RECOGNITION

The County recognizes the Orange County Sheriff's Office Employees Association (the "Association") as the exclusive representative for collective bargaining for members of the Orange County Sheriff's Office Employees Association, excluding the Sheriff.

ARTICLE 2 DURATION

2.01 Duration of Initial Term.

This Agreement shall be effective as of the 8th day of December, 2021, and shall remain in effect through the 30th day of September, 2023.

2.02 Duration during Negotiation Grace Period.

This Agreement shall remain in full force and effect after September 30, 2023 during the negotiation of a successor agreement, including the exhaustion and enforcement of the impasse procedures described herein. However, in no case shall this Agreement extend beyond September 30, 2025.

2.03 Like Increases.

If, during the term of this Agreement, all other County Employees, excluding Elected Officials, are given a general salary increase that is greater than that provided to employees by this Agreement in the same fiscal year, the employees covered by this Agreement shall receive the same increase.

ARTICLE 3 DEFINITIONS

As used herein, the terms set forth below shall be defined as follows:

- A. **"Agreement"** means the Collective Bargaining Agreement negotiated by and between Orange County, the Orange County Sheriff's Office Employees Association and the Sheriff.
- B. **"Association"** means the Orange County Sheriff's Office Employees Association.
- C. **"Bargaining Unit"** means all Correctional Officers, Telecommunications Officers (Dispatchers) and Deputies who are certified by the Texas Commission on Law Enforcement.
- D. **"Correctional Officer"** means any full time paid employee whom is certified by the Texas Commission on Law Enforcement as a County Jailer.
- E. **"County"** means the County of Orange, Texas.
- F. **"County Commissioner"** means the duly elected or appointed commissioner for each of the four (4) precincts of Orange County.
- G. **"County Judge"** means the duly elected or appointed County Judge who is charged primarily with the administration of Orange County.
- H. **"County Policies"** means the Orange County Personnel Policy Manual as adopted by the Commissioners Court currently in effect.
- I. **"Deputy"** means any full time paid employee, regardless of rank, who is certified by the Texas Commission on Law Enforcement as a Peace Officer.
- J. **"Disciplinary Action"** includes suspensions without pay, terminations, demotions, promotional bypasses, or any other punitive action which results in a loss of pay.
- K. **"Employee"** includes communications officers, corrections officers, and peace officers employed and paid on a full-time basis.
- L. **"Executive Board"** means the members of the Association who are elected or appointed and serve as members of the Executive Board of that organization pursuant to the Constitution and By-Laws of the Association.
- M. **"FPERA"** means the Fire & Police Employee Relations Act, Texas Local Government Code Chapter 174.
- N. **"Grievance"** means a disagreement between the parties regarding the interpretation, application, or alleged violation of a provision of this Agreement, or the appeal of a Disciplinary Action.

- O. **“Lockout”** means the withholding of employment by an employer until the employees agree to certain terms and conditions of employment.
- P. **“Peace Officer”** means any full time paid employee who is certified by the Texas Commission on Law Enforcement as such.
- Q. **“Sheriff’s Policies”** means the Sheriff’s Office Policy and Procedures Manual.
- R. **“Sheriff”** means the duly elected or appointed Sheriff who is charged with the Administration of the Sheriff’s Office, Orange County, Texas.
- S. **“Sheriff’s Office”** means the Sheriff’s Office of Orange County, Texas.
- T. **“Strike”** means failing to report for duty in concerted action with others, willfully being absent from one’s position, stopping work, abstaining from the full, faithful, and proper performance of the duties of employment, or interfering with the operation of the County in any manner, to induce, influence, or coerce a change in the conditions, compensation, rights, privileges, or obligations of employment.

ARTICLE 4
MANAGEMENT RIGHTS

Except as modified by the terms of this Agreement, the Orange County Commissioners Court and the Sheriff each retain and possess all of the powers, privileges, duties, obligations, and management prerogatives afforded to them by the Constitution and the laws of the State of Texas. All legal power and authority that has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and the Sheriff.

**ARTICLE 5
ASSOCIATION DUES DEDUCTIONS**

5.01 Payroll Deductions of Dues.

The County agrees to deduct, each payday, dues in an amount authorized by the members of the Bargaining Unit from the pay of members thereof who submit written individual requests for such deductions to be made. Dues timely deducted shall be paid to the Association after the second pay day of each month.

5.02 Authorization for Deduction.

The authorization 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. Any change in the amount to be deducted shall be specifically set forth in writing provided by the Association and tendered to the Orange County Personnel Department. 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.

5.03 Deduction Voluntary.

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 month when payment is made to the Association.

5.04 Indemnity for Deduction.

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 ASSOCIATION RIGHTS

6.01 Association Meetings.

The Association's negotiating team, not to exceed five (5) members, shall be permitted time off without loss of pay to prepare bargaining proposals (not to exceed twelve (12) hours per person per fiscal year when negotiations take place) and to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off without loss of pay for the scheduled night shifts immediately preceding such negotiating sessions. The above referenced members of the Bargaining Unit are subject to immediate recall by the Sheriff. The application of this provision shall not generate overtime pay for any member of the Bargaining Unit. The Association President may, without loss of pay, carry out the duties set forth in this Agreement so long as manpower requirements permit and prior notice is given to the Sheriff.

6.02 Executive Board.

Members of the Executive Board who are on duty shall be permitted to attend without loss of pay the Association's regularly scheduled board meetings, and up to two (2) specially called Board meetings per fiscal year. Any such attendance shall not exceed one and one-half (1-1/2) hours per meeting. Such members of the Board who are on duty shall be subject to emergency recall by the Sheriff and the Association shall insure the immediate response capability of these officers. The Sheriff may approve additional time for any employee to attend meetings or conferences at his/her discretion.

6.03 Free Speech.

The President and members of the Executive Board shall have the right to speak publicly on behalf of the Association and its members consistent with their right of free speech as public employees, and with the United States and Texas Constitutions, and applicable federal and state laws.

6.04 Right to Visit.

The Executive Board of the Association 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 Sheriff's Office.

6.05 Bulletin Boards.

The Association may maintain three (3) bulletin boards at the Sheriff's Office. One bulletin board shall be located in each of the following locations: the Patrol squad room, the Civil / Warrants Division office, and the Jail. The boards may be used for the following notices:

- A. Recreation and social affairs of the Association.
- B. Association meetings.
- C. Association elections.
- D. Reports of Association committees.
- E. Legislative enactment and judicial decisions affecting public employee labor relations.

ARTICLE 7
COUNTY & SHERIFF DUTIES TO ASSOCIATION

7.01 Materials to be Provided.

- A. A copy of the County Personnel Policy Manual is available at <https://www.co.orange.tx.us/media/Human%20Resources/09042020%20COMPLETE%20HR%20POLICY%20bookmarks.pdf>. In the event the full County Personnel Policy Manual is no longer available online, the County will provide a copy of same to every employee.
- B. The Sheriff shall provide a copy of the Sheriff's Office Policy & Procedures Manual to every employee.

7.02 Duties to Association.

The County and Sheriff 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 of 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 the Association's sole and exclusive rights as described in Article I, to another labor organization that can possibly be certified under Texas Local Government Code, Chapter 174 et. seq. as an exclusive bargaining representative. This provision shall not be interpreted or construed to prevent a County official or employee of the County from exercising their right of free expression concerning the right to bargain collectively pursuant to the FPERA.
- C. Discharge or discriminate against any employee because he/she has filed any affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association. Discrimination against any County employee is prohibited. This provision shall not be construed or interpreted to restrict or in any way abridge the right of the Sheriff to demote or discharge an employee for violations of the County Personnel Policy Manual or the Sheriff's Office Policy & Procedures Manual.

- D. Make or permit any agreement, understanding, or contract with any person, including a member of the Bargaining Unit, which in any manner, circumvents, amends, alters, modifies, or contradicts any provision of this Agreement.
- E. Violate the obligation to bargain in good faith as set forth in Texas Local Government Code, Chapter 174.

7.03 Duty to Interpret Fairly.

All parties recognize their responsibility to a reasonable, fair, and consistent interpretation and application of this Agreement, including the County Personnel Policy Manual and the Sheriff's Office Policy & Procedures Manual.

7.04 Time for Representative Duties.

Association Representatives will be given not less than 30 minutes per day, with permission of their immediate supervisors, to conduct Association responsibilities related to representing Association employees. Any time greater than 30 minutes requires the permission of the division Captain, as long as it does not interfere with the4 functions of the Sheriff's Office.

**ARTICLE 8
NO STRIKE / NO LOCKOUT**

8.01 No Strike.

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 the business of the County or Sheriff's Office and will cooperate with the County and Sheriff in preventing and/or halting any such actions.

8.02 Discipline for Breach of No Strike.

The Sheriff may discipline, up to and including the termination of, any employee who instigates, participates in, or gives leadership to any act or conduct prohibited by this Article. The Sheriff may also invoke any and all remedies at law in the event of any strike, work stoppage or slow down.

8.03 No Lockout.

The County and Sheriff agree that during the term of this Agreement, they will not authorize, ratify, encourage, or otherwise support a lockout of employees and will cooperate with the Association in preventing and/or halting any such actions.

8.04 Remedies for Breach of No Lockout.

In addition to any remedies provided by this Agreement, the Association may seek the remedies afforded by FPERA §174.203 in response to a lockout in violation of this Article.

**ARTICLE 9
MAINTENANCE OF STANDARDS**

9.01 Maintenance of Standards.

Except as provided in §§9.02 & 9.03 of this Article, all established wages, hours and terms and conditions of employment enjoyed by employees on the effective date of this Agreement, including those set forth in the County Policies and the Sheriff's Policies, shall remain unchanged for the duration of this Agreement.

9.02 Limitation on 9.01.

The parties understand and agree that the protection of established wages, hours and terms and conditions of employment provided by §9.01 is limited to those stated in the County Policies, the Sheriff's Policies, and those for which there exists an established practice. The granting of additional benefits in individual instances, i.e., the granting of "perks", does not create such established practices and such perks are not protected by this Article.

9.03 Automatic Integration of Improvements.

Any improvements made to the County Policies or the Sheriff's Policies relating to conditions of employment or benefits will become part of this Agreement on the date of said implementation.

ARTICLE 10 UNIFORMS, SAFETY & EQUIPMENT

10.01 Uniforms.

The Sheriff shall issue no less than four (4) uniforms and a belt to each Correctional Officer and Deputy subject to available current operating revenues in the Sheriff's budget for the fiscal year in which the desired purchase is requisitioned. The Sheriff in cooperation with the Commissioners Court shall make a good faith effort to accurately forecast and budget funds to carry out the purposes of this section. Any uniform items that are damaged and do not meet minimum departmental standards shall be replaced by the Sheriff subject to available current operating revenues in the Sheriff's budget for the fiscal year in which the desired purchase is requisitioned.

10.02 Gear.

The Sheriff shall issue a windbreaker to each Correctional Officer. The Sheriff shall issue to each Deputy assigned to the Support Division, Patrol Division and/or Criminal Investigation Division a windbreaker, reflective vest and a slicker uniform. Any uniform items that are damaged and do not meet minimum departmental standards shall be replaced.

10.03 Equipment.

The Sheriff shall issue the following to each Deputy assigned to the Support Division, Patrol Division, or Criminal Investigation Division and to the Corrections Officers who hold Peace Officers Certifications: a full Sam Browne, including keepers, holster, clip holders, speed loaders, flashlight holders, baton holder, baton, handcuffs, handcuff cases and portable radio holder; and for each non uniform deputy, a duty belt, handcuffs and handcuff case. All equipment in this Section shall be new when originally issued, or in good working order if re-issued. Any item herein that is damaged and does not meet Sheriff's Office specifications shall be replaced on an as needed basis. Body armor (i.e. Bulletproof vests) will be of a threat level IIIA. Officers will be issued new equipment, including body armor, as existing equipment becomes unsafe, outdated, or the condition of the vest deteriorates to a degree beyond that which would be considered "fair wear and tear" based upon the age and quality of the vest. Certified officers that are required to perform police duties, i.e., Jailers on transport, Bailiffs serving warrants, etc., shall be provided equipment as set forth above.

10.04 Cleaning Supplement.

The County/ Purchasing Agent may enter into agreements with more than one local clothing cleaning service to provide dry cleaning of uniforms and duty-related clothing for Sheriff's Office employees if needed. This shall include non-uniform type clothing for the non-uniformed personnel that are appropriate for wear while performing Sheriff's Office duties. This cleaning provision shall provide that the county will pay the costs of such cleanings up to a maximum of \$65.00 per month for eight (8) hour shift workers, \$55.00 per month for ten (10) hours shift workers, or \$45.00 per month for twelve (12) hour shift workers.

10.05 Radios / Cell Phones.

The Sheriff shall provide each Correctional Officer and Deputy with a portable radio while on duty. Said radios shall be maintained in good operating condition; and shall be replaced if not in working condition. Correctional Officers working on a floor or cell block or a Deputy assigned to the Support Division, Patrol Division or Criminal Investigation Division shall not be required to perform duties without being provided a portable radio. The above referenced items shall be furnished by the Sheriff subject to available funds in the Sheriff's budget. The Sheriff shall provide a cellular phone to be used by designated Patrol, Support, and Criminal Investigations Division on an as needed basis, when said personnel are engaged in travel to areas outside the range of the Orange County Sheriff Office's radio capabilities.

10.06 Personal Property.

The County will reimburse employees for personal property lost or damaged on the job up to \$300.00 per year. Jewelry will not be reimbursed, with the exception of watches, which will be reimbursed if lost or damaged on the job up to \$50.00 per year.

10.07 Minimum Manning Law Enforcement Division.

The Sheriff shall not assign less than four (4) Patrol Officers (Deputies, Corporals and/or Sergeants) per shift for each patrol shift. A Lieutenant may be counted for purposes of this section if the Lieutenant is assigned to a Zone and available for calls. It is understood and agreed that when an employee covered by this section is to work overtime to satisfy this section it will be under the direction of the Shift Sergeant on duty whether this employee will work (8) eight hours or more depending on the safety of the Officer(s) and the need at the time.

10.08 Minimum Manning Corrections Division.

The Sheriff shall comply with the staffing requirements as set forth by the Texas Commission on Jail Standards.

**ARTICLE 11
BASE WAGES, CLASSIFICATIONS & CERTIFICATE PAYS**

11.01 Wage and Salary Schedule.

Copies of the employee classifications and corresponding pay scales in effect beginning January 10, 2022 are attached hereto as **Attachments 3 & 4** and incorporated herein for all purposes. For the fiscal years covered by this Agreement, and except as provided by Article 2, §2.03, employees will be paid in accordance with those scales. The Sheriff shall comply with the "Wages and Salary Schedules" as agreed upon by the Association and the Orange County Commissioners Court.

[Pay Scales will reflect agreed upon \$0.50 per hour raise over FY 2020-2021 pay]

- A. **Promotions.** When an employee is promoted to a higher position, he shall be placed in the pay grade for the higher ranking position which does not result in a decrease in pay.
- B. **Demotions.** If an employee is demoted or reassigned for other than disciplinary reasons, the employee shall be placed on the rank and pay grade that the employee held immediately prior to being promoted into or assigned to the position from which he or she was removed, provided that there is an opening in said pay grade or position. In the event that such pay grade or position is not open, the employee may be placed in any other open position. This excludes the Sheriff's personal appointees.

11.02 Working out of Classification.

An employee required to perform the duties of a higher-ranking position shall be compensated at the pay scale of that position. Persons assigned to a higher-ranking position must possess the necessary education and qualification to perform the duties of the position to which they are assigned. This provision shall not be utilized so as to negate or circumvent overtime pay.

11.03 Longevity Pay.

Longevity pay accrues in accordance to the guidelines and specifications of the County Policies, and is included in the employee's payroll check. At no time shall longevity pay fall below any amounts mandated by law.

11.04 Certificate Pay.

Certificate pay, as set forth below, will be awarded upon receipt of proof that an officer has been legitimately issued said certificate from the Texas Commission on Law Enforcement or the Texas Department of Public Safety. To receive compensation, the officer must have presented to the County Personnel Department a copy of said certificate. The presentation of the certificate will suffice as proof as provided by this Agreement. Certificate pay for any certificate presented shall begin with the first full pay period after it is presented. Unless as otherwise provided by this Agreement, an officer may only collect certificate pay for the highest level of certificate issued to them relating to their currently assigned job duties.

A. **Pay Schedule.** The following certificate pay(s) shall remain in effect:

Certificate Level / Assignment	Pay
Intermediate Peace Officer	\$ 1,500.00
Advanced Peace Officer	\$ 2,100.00
Master Peace Officer	\$ 2,700.00
Intermediate Telecommunications	\$ 1,500.00
Advanced Telecommunications	\$ 2,100.00
Master Telecommunications	\$ 2,700.00
Intermediate Jailer	\$ 1,500.00
Advanced Jailer	\$ 2,100.00
Master Jailer	\$ 2,700.00
Instructor	\$ 2,300.00
SWAT	\$ 1,400.00

B. **Limitations.** The following limits apply to certificate pay:

1. **Instructor Certification.** The maximum number of employees eligible to receive Instructor pay will be fifteen (15). The Sheriff shall determine the persons assigned to Instructor positions.
2. **SWAT Certification.** The maximum number of employees eligible to receive SWAT pay will be seventeen (17). The Sheriff shall determine the persons assigned to SWAT positions.
3. **Maximum of 3 Certificates.** No employee shall receive compensation for more than three (3) certificates, regardless of the number of certifications actually held.

11.05 Classification of Positions.

The Commissioners Court has the power to designate the number of budgeted positions in each classification (**Attachment 3**) in accordance with Local Government Code §152.071(a).

**ARTICLE 12
OVERTIME & ASSIGNMENT PAY RATES**

12.01 Overtime.

- A. All work performed by an employee, other than the Chief Deputy and Captains, which is in excess of the employee's regularly scheduled hours of duty shall be deemed overtime and shall be compensated on the basis of time and one-half the employee's regular rate of pay for actual work performed. For employees assigned to 12-hour shifts this typically means 84 hours in a 14-day pay period. For employees assigned to 8-hour or 10-hour shifts this typically means 80 hours in a 14-day pay period. Excused absences with pay, other than the use of compensatory time, (i.e.; vacation, sick leave, personal leave) shall not be deemed as time worked for the purpose of computing hours worked per week.
- B. The Association acknowledges that the ranks of Chief Deputy and Captain are, and have been exempt from overtime, except during disasters pursuant to other provisions of this Agreement and County Policy #315.
- C. The foregoing notwithstanding, compensation relating in any way to the care and maintenance or use of Police Canines by any employee governed by this Agreement shall be governed exclusively by the terms and conditions of the Canine Handler Agreement between the Canine Handler and the Orange County Sheriff's Office.

12.02 Court Time.

Officers attending court during off duty time shall be compensated at four (4) hours straight time pay or time and one-half (1 ½) for all hours worked, whichever is greater. This provision includes but is not limited to the following courts and hearings:

- A. Federal Court
- B. State District Courts
- C. County Courts at Law
- D. Juvenile Court Proceedings
- E. Commission Hearings.
- G. Grand Juries
- H. Justice of the Peace Court
- I. Municipal Courts
- J. Texas Alcoholic Beverage
- K. Parole Revocation Hearings

12.03 Call Back.

Any officer called back to duty from off duty shall be compensated at four (4) hours straight time pay or time and one-half (1 ½) for all hours actually worked, whichever is greater.

12.04 Standby.

In the event that an officer is ordered to Stand By at least forty-eight (48) hours prior to the commencement of duty, the officer shall receive four (4) hours of pay, at straight time rate, per twelve (12) hours of standby, or any fraction thereof. An officer shall be considered on standby when notification of their change in status has been given to the officer by a supervisor.

12.05 On Call.

Employees who are placed on call (subject to immediate call-out) during off-duty hours shall be compensated with one hour of straight-time pay or one hour of compensatory time accrual for every 12 hours that they are subject to being called out. The employee will have his choice of receiving payment or accrual of compensatory time.

12.06 Emergency Declarations.

Employees covered by this Agreement shall receive the compensation and benefits provided for in the County Personnel Policy (Paid Leave for Emergency County Office Closings and Weather Emergencies - Policy No. 315) upon the occurrence of any of the events/conditions specified in that policy.

12.07 Compensatory Time.

- A. When operating needs or other requirements cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these assignments will be provided. All overtime work must receive the supervisor's prior authorization. Overtime worked without prior authorization from the supervisor may result in Disciplinary Action.
- B. Overtime accrual is calculated for all nonexempt employees in accordance with federal and state wage and hour restrictions. Compensatory time is based upon actual hours worked. For the purposes of overtime accrual, only actual hours worked in excess of

the employee's regularly scheduled hours during a given pay period will be counted. Time off on sick leave, vacation leave, holiday or any leave of absence will not be considered hours worked for the purposes of performing overtime calculations. Additional hours worked in a pay period that includes leave taken or holidays may qualify for straight compensatory time.

- C. Non-exempt employees may be compensated for overtime in the following ways, listed in the County's order of preference:
 - 1. equal time off within the same pay period;
 - 2. compensatory time off at one and one-half times the number of hours actually worked; or
 - 3. paid overtime, provided that overtime for the position is budgeted in department budgets and the employee has department head approval.

- D. The maximum total amount of unused compensatory time a non-exempt employee may accrue at any time is 60 hours (i.e., 40 overtime hours compensated at one and one-half hours each).
 - 1. If an employee has accrued compensatory time in excess of the permissible amount set forth herein, the employee's supervisor must identify a deliberate course of action to reduce the accrued hours to within the maximum limit in a reasonable amount of time. It is the supervisor's responsibility to monitor the plan and ensure compliance with this policy.
 - 2. An employee's total amount of unused compensatory time must be within the maximum permissible limit before he or she can use accrued vacation.

- E. This Section 12.07 shall become effective on January 1, 2022, with the first accrual period ending on September 30, 2022. Thereafter, the accrual period for compensatory time shall run each year from October 1st to the following September 30th.
 - 1. Employees shall use any and all accrued compensatory time within the same fiscal year such time was accrued.
 - 2. At the conclusion of each annual accrual period, the County shall "buy back" all unused compensatory time accrued in the

prior fiscal year. Payout for such unused time will be included in the employee's second pay period in October.

3. In the event that an employee who receives a promotion, demotion, FLSA status change, or department change has unused accrued compensatory time, the County shall pay out the accrued compensatory time balance:
 - a. at the employee's pay rate immediately prior to such change, and
 - b. not later than the second pay period following the effective date of such change.

- F. Employees may, and are encouraged to, use earned compensatory time within a reasonable period after it is requested provided that the employee's absence will not place an undue hardship on the operations of the department in which the employee works. Compensatory time may be used for any purpose desired by the employee, with supervisor approval. Orange County will have the right to require employees to use earned compensatory time at the convenience of the county.

- G. An employee who leaves the employment of the County for any reason shall be paid for all unused compensatory time in accordance with the requirements of the FLSA.

- H. Each employee shall be responsible for recording any compensatory time accrued or used within a pay period on a form that shall be provided by the County. Such form must be signed by the employee's supervisor and submitted to Human Resources at the conclusion of the pay period during which such time was accrued or used.

ARTICLE 13 VACATIONS

13.01 Vacation Policy.

- A. The vacation schedule and policy as currently set forth in the County Personnel Policy Manual shall be maintained, as a minimum standard, for the duration of this Agreement, except as explicitly modified below.
- B. Employees begin to accrue vacation entitlement from date of hire; provided, however, that they are not eligible for payment of accrued vacation time until the completion of the 90-day Orientation Period described in County Policy No. 160.
- C. Effective January 1, 2022, an employee shall be entitled to take vacation in designated increments based on the date of hire and the completion of the requisite length of continuous service as set forth below:
 - 1. Newly hired employees shall be eligible to take 40 hours, 80 hours, or 120 hours of vacation during their first calendar year of service, depending upon their date of hire, as follows:
 - a. An employee hired between January 1 and April 30 shall accrue his or her first 40 hours of vacation time upon date of hire. Such employee shall accrue an additional 40 hours of vacation time on May 1 of that year, and an additional 40 hours on September 1 of that year, for a total maximum of 120 hours.
 - b. An employee hired between May 1 and August 31 shall accrue his or her first 40 hours of vacation time upon date of hire, and an additional 40 hours on September 1 of that year, for a total maximum of 80 hours.
 - c. An employee hired between September 1 and December 31 shall accrue 40 hours of vacation time upon date of hire. Such employee shall not accrue any additional hours of vacation time for that calendar year.
 - 2. One Year of Service. Beginning in the first full calendar year after an employee's date of hire, the employee is eligible to take 120 hours of earned vacation each calendar year.

3. Eight Years of Service. After 8 full years of service, an employee is eligible to take 160 hours of earned vacation each calendar year.
 4. Fifteen Years of Service. After 15 full years of service, an employee is eligible to take 200 hours of earned vacation each calendar year.
 5. Twenty Years of Service. After 20 full years of service, an employee is eligible to take 240 hours of earned vacation each calendar year.
- B. An employee whose hire or anniversary date renders the taking of vacation within the calendar year impossible or excessively difficult may carry over up to forty (40) hours of vacation into the following year, as set forth below.
1. An employee who is hired between September 1 and December 31 may carry over his or her first-year vacation hours into the succeeding year. Any such vacation carried over must be taken by July 1st of the succeeding year, or the employee forfeits that vacation entitlement.
 2. An employee whose anniversary date falls on or after November 15th may, in any year in which the employee receives an additional forty (40) hours of vacation as a result of an incremental bump based on years of service, carry over up to said forty (40) hours of time into the succeeding year. Any such vacation carried over must be taken by March 1st of the succeeding year, or the employee forfeits that vacation entitlement.

13.02 Accrual, Use, and Buyout.

Employees that are incapacitated as a result of an on-the-job injury or illness, and are unable to take their full vacation in the year in which the injury or illness occurred will be allowed to carry their vacation over to the next year. If an employee fails to take the vacation in the year following the injury or illness, eligibility to take the unused vacation will cease. An employee who leaves the employment of the County other than for any disciplinary reasons shall be entitled to be paid for any unused vacation hours. An employee whose separation from the County is the result of any disciplinary action shall not be paid for any unused vacation hours.

**ARTICLE 14
HOLIDAYS, SICK LEAVE & OTHER LEAVES**

14.01 Holidays.

The employees shall be entitled to the same holiday schedule as all other County employees as set forth in the County Policies and the Sheriff's Policies. Any excused absence taken the day before or after a holiday shall not in any way penalize an officer from receiving the paid holiday. In the event that an officer takes sick leave or vacation on a holiday, then the officer shall still receive credit for the holiday.

14.02 Holiday Pay.

Holiday pay for Deputies, Jailers and Telecommunicators shall be calculated as follows:

- On duty employees receive pay for hours worked at one and one-half their regular rates, plus 8 hours straight-time pay.
- Off duty employees receive 8 hours pay at straight-time pay.

In both cases, the 8 hours straight-time pay for the holiday does not count as hours worked for purposes of overtime entitlement.

14.03 Sick Leave.

The sick leave policy as currently set forth in the County Personnel Policy Manual and the Sheriff's Office Policy & Procedure Manual shall be maintained, as a minimum standard, for the duration of this Agreement, subject to the following modifications.

- A. If an employee covered by this Agreement utilizes less than 12 hours of sick leave in a calendar year, the employee shall have the option of banking one-half (50%) of unused sick time to be used at a later date when needed by the employee, and receiving the remaining half (50%) in pay. This is a yearly option at the discretion of the employee. Unused sick leave shall accrue from year to year up to a maximum of 1,440 hours.
- B. An employee who leaves the employment of the County, other than for disciplinary reasons, shall be paid for any unused sick time, up to a maximum of 480 hours. An employee whose separation is the result of any disciplinary action shall not be paid for any unused sick hours.

14.04 Military Leave.

Section 9.01 notwithstanding, Military Leave for members of the Association shall be governed by the Military Leave provision as set forth in the County Personnel Policy Manual at the time such leave is commenced.

14.05 Current Leave.

Except as otherwise provided herein, all leave policies in effect at the time of this Agreement set forth in the County Policies and the Sheriff's Office Policy & Procedures Manual shall be maintained for the duration of this Agreement. However, if other County employees are accorded leave policies that exceed those provided to employees covered by this Agreement, then employees covered by this Agreement will be accorded those same leave policies.

14.06 Association Members Leave.

Upon written request to the Sheriff, designated Executive Board Members or members duly selected as delegates, may be given paid leaves of absence to attend union training, conventions and seminars, with no loss of seniority or benefits, not to exceed ten (10) days per year cumulatively.

14.07 Family and Medical Leave.

The County will comply with the provisions as set forth in the Family and Medical Leave Act of 1993 and the policies set forth under the current County Personnel Policy Manual and the Sheriff's Office Policy & Procedures Manual.

ARTICLE 15 SENIORITY

Seniority shall be defined as the length of service by an Officer with Orange County in a capacity covered by this Agreement.

- A. Applicability. Consistent with this Article, seniority shall apply in the selection of days off, vacation days, layoffs and recall, provided, however, that the Supervisor has the right to assign shifts, zones, and such assignments at his/her discretion, without using seniority as the sole factor.

- B. Days Off / Vacation. Seniority shall be the sole factor in the selection of vacations and shall operate within a division, shift, or unit as applicable. When an Officer transfers from one division to another at his own request, and where the transfer causes a conflict with vacations or other assignments where seniority is used, the Sheriff shall attempt to allow the transferred employee his/her previously selected vacation and days off. However, other employees shall not be required to forfeit days off or previously scheduled vacations. The current system for bidding days off and vacation days shall be maintained.

- C. Layoff / Recall. Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior Officer in the Correctional Officer job classification, and recall beginning with the most senior Officer in the highest job classification. In the event that the Sheriff determines in good faith that the elimination of positions within a classification is necessary for the improved operation of the Sheriff's Office, seniority shall be the sole factor in the demotions.

- D. Job Assignments. Seniority will be considered in job assignments but will not be used as the sole factor. Management has the right to assign jobs to insure smooth operations of the Sheriff's Office.

ARTICLE 16 PROMOTIONS

16.01 Competitive Promotional Examinations

- A. Competitive Promotional Examinations shall be given by the Orange County Sheriff's Office and the promotional procedures set forth in this Article shall be followed for those classifications of Deputy, Telecommunication Operator, Investigator, Corporal and Sergeant in the Patrol and Corrections Division. The Chief Deputy, Captains and Lieutenants are non-tested "staff" positions and the Telecommunication Supervisor is a non-tested position. A Telecommunication Supervisor must have an advanced certificate and at least (5) years on the job experience. The Sheriff may waive this requirement in the event that there are no candidates who meet the requirements.

- B. Only Investigators and Patrol Corporals will be allowed to test for a vacant Patrol Sergeant position. In the event that no Investigators or Patrol Corporals choose to test or do not make the criteria for a Patrol Sergeant position, then qualified Patrol Officers in the respective division where the vacancy exists, will be allowed to test and be considered before seeking outside personnel. If no Patrol Officers make the criteria then the Sheriff can hire from outside of the Sheriff's Office.

- C. Selection of Corporals shall consist of a three (3) step procedure:
 - 1. Must have successfully completed the courses specified in the Orange County Sheriff's Office Policy and Procedure Manual.
 - 2. Have a satisfactory job performance record; and not on disciplinary probation at time of testing.
 - 3. Service in Patrol or Corrections Division.

- D. Selection of Investigators:
 - 1. A written examination testing the candidate's knowledge in the area of criminal investigation.
 - 2. Completion of the courses specified in the Orange County Sheriff's Office Policy and Procedure Manual.

16.02 Eligibility. Officers who meet the qualifications for the position that they are testing for, and have successfully completed the probationary period in the job classification where they are assigned, may compete for a promotion

to the next highest level. In certain situations, due to an urgent need to fill a position, the Sheriff or his designee may waive the probationary period when the employee would otherwise be eligible to compete for a position in the next highest level. In cases where an opening exists that requires special training or experience, the Sheriff retains the right to hire a trained or experienced person drawing from any available sources where no such trained or experienced person is available from within the Sheriff's Office.

16.03 Guidelines For Promotions. The following are general guidelines on the qualifications for each position to be tested:

- A. Corrections Corporal: one year experience as a Correctional Officer and completion of any probationary period.
- B. Patrol Corporal: one (1) year experience (minimum) as a Patrol Deputy and completion of any probationary period.
- C. Investigator: one year experience as a Patrol Deputy (or the equivalent) and completion of the basic investigation courses as specified in the Orange County Sheriff's Office Policy and Procedure Manual.
- D. Correctional Sergeant: one (1) year experience (minimum) as a Correctional Officer or Corrections Corporal and completion of any probationary period.
- E. Patrol Sergeant: two (2) years experience (minimum) as a Patrol Deputy or Patrol Corporal and completion of any probationary period. Completion of the courses specified in the Orange County Sheriff's Office Policy and Procedure Manual.

The Sheriff or his designee will still retain the right to transfer positions within classifications at his discretion.

16.04 Posting Notice. In the event that a vacancy exists for a position in a classification where a competitive examination is required, the Sheriff's Office shall post a notice of the examination no less than ten (10) days prior to the examination. The notice shall also include the reference materials, as sources, for questions on the written examination. All reference materials shall be made reasonably available to officers competing for the vacancy upon request. Any violation of this Section shall automatically invalidate any promotional examination given or promotional list established. An eligibility list will be maintained in effect for a period of one (1) year unless earlier exhausted. Following the earlier of exhaustion or expiration, subsequent testing shall be conducted as the need arises.

16.05 Testing. All competitive examinations given by the Sheriff's Office under this article shall be conducted as follows:

- A. Written examination. Any officer eligible for the classification being tested may take a written examination. Questions on the written examination shall be based only upon the source materials posted in the examination notice. Any officer who receives a passing score on the written test (i.e.: seventy (70) percent, or better) may then take the oral examination and be placed on the promotional eligibility list. The written examination shall constitute sixty (60) percent of the total promotional examination score.
- B. Oral Examination. An oral examination shall be given by a four (4) member oral board. The oral board shall be comprised of the Chief Deputy, Captain and Lieutenant of the Division in which the vacancy exists. The Captain shall pick the fourth (4th) member of the oral board from among the employees within the same division. That member can be a Sergeant, Corporal or Deputy of the same Division. Fair questions shall be formulated by the four (4) member oral board regarding job related tasks. Maintaining the scoring and evaluation system will be the responsibility of the oral board. The oral examination score will count as thirty (30%) of the overall score. The balance of the overall score shall include the written test score (60%) and seniority points (up to 10%). The board shall tabulate their results and forward them to the training officer within one (1) working day of the board's completion of the interviews.
- C. Seniority. Officers competing for a vacancy and who take the oral examination shall receive one (1) point per year of service, up to ten (10) years of service. Outside applicants shall receive (1) one point per two years of service, up to 10 years of service. Seniority shall constitute up to ten (10) points or ten (10%) of the total examination score and shall be added to the total overall score.

16.06 Eligibility List

- A. After all test scores are totaled an eligibility list shall be established. Each officer who completes the written and oral examination shall be ranked on a promotion list according to the total number of points accumulated. The officer attaining the highest cumulative score shall be ranked number one, and each other officer shall be thereafter ranked based upon consecutively lower scores until the last person on the eligibility list is the person with lowest cumulative score.

- B. Sheriff may promote from the top five (5) contenders remaining on the eligibility list. Normally, the highest of the five (5) candidates will be promoted. However, the Sheriff may bypass one or more candidates for valid reasons. An officer who is bypassed shall, upon written request, be given a written notice of the reasons for bypass. A bypassed employee remains on the eligibility list unless bypassed three (3) times, at which point his/her name shall be removed from the eligibility list.
- C. The eligibility list shall be valid for one (1) year from the date the eligibility list is posted unless earlier exhausted. .
- D. Any officer promoted pursuant to this section shall serve a six-month evaluation period, during which time the Sheriff may demote the officer to his/her previous classification for any unsatisfactory job performances or unsatisfactory written evaluation, provided such classification remains open. In the event that the previous classification is not open, the Sheriff may demote the officer to another open position that is closest to the officer's previous classification.
- E. Employees will not be eligible to test for promotions without required departmental training.
- F. Testing and promotion will be denied to all officers on disciplinary and/or administrative probation at the time the test is actually given.
- G. Testing shall be structured as follows:
 - 1. Corrections Officer to Patrol Deputy.
 - 2. Jail Corporal to Jail Sergeant.
 - 3. Patrol Corporal to Patrol Sergeant.
 - 4. Corrections Officers to Jail Corporal.
 - 5. Patrol Deputy to Patrol Corporal.
 - 6. Patrol Deputy to Investigator
 - 7. Patrol Corporal to Investigator
 - 8. Investigator to Patrol Sergeant
 - 9. Patrol Sergeant to Investigator
- H. All employees transferring and/or hiring into any of the above positions, as outlined above in Section 16.06 (G), must successfully

complete all required departmental training as certified by the training officer to qualify for promotional consideration.

- I. Any individual hired from outside the department will be required to take the same written and/or oral examinations as current employees for the open position and all applicable requirements must be met.

16.07 The foregoing notwithstanding, the Sheriff shall have the discretion to credit a newly hired employee for prior law enforcement/corrections experience for purposes of the wage scale up to the second step in any classification.

ARTICLE 17
HEALTH, LIFE & RETIREE INSURANCE

17.01 Insurance.

The County provides all Orange County employees with employee and family medical and dental insurance. The County shall pay the full costs of the medical and dental insurance for the employee. Officers desiring dependent or family coverage shall be required to pay forty percent (40%) of the cost of the family coverage and the County shall pay the remainder.

17.02 Life Insurance.

Term life insurance will be made available for employees to supplement existing coverage. Employees will be responsible for any additional premium and the County will provide payroll deduction.

17.03 Retirement Health Insurance.

Employees governed by this Agreement are eligible for Retirement Health Insurance upon all of the same terms, conditions, and limitations as all other county employees, as set forth in the Retirement Benefits policy in the County Personnel Policy Manual.

ARTICLE 18 DISCIPLINARY ACTIONS

18.01 Disciplinary Actions.

The purpose of this Article is to establish a procedure for the fair, expeditious, and orderly adjustment of disciplinary actions taken by the Sheriff. The Sheriff shall have the right to terminate any employee at any time for just cause. For purposes of this Article, all disciplinary actions, including termination, taken by the Sheriff are final unless appealed by the employee as allowed under § 18.03 of this Article. All disciplinary actions shall be based upon any and evidence presented to support the complaint. This Section is not intended to preempt the requirements of Government Code 614.

18.02 Complaints.

A "complaint" is an allegation of misconduct made against an employee that, if true, constitutes a violation of the County Policies, the Sheriff's Policies, or the law.

- A. Types of Complaints
 - 1. Formal: A written complaint signed by the complainant in compliance with Government Code Section 614.022.
 - 2. Informal: Any complaint not signed by the complainant. A verbal, anonymous or unsigned complaint may become a formalized complaint by the Sheriff or his representative when criminal conduct and/or policy violations is alleged and there is some evidence other than the verbal, anonymous or unsigned complaint to support the allegation.
- B. Categories of Complaints
 - 1. Class I Complaints: All complaints or allegations that involve:
 - a. Excessive force
 - b. Violations of law
 - c. Serious misconduct or abuse of authority
 - d. Death of anyone in the custody of the Sheriff's Office
 - 2. Class II Complaints:
 - a. Release of confidential information
 - b. Harassment
 - c. Verbal abuse

- d. Failure to act and/or take appropriate law enforcement action
 - e. Misconduct and/or improper law enforcement procedure
- C. Routing of Complaints
 - 1. External Complaints
 - a. External complaints, regardless of category, may be lodged with any supervisor of the Sheriff's Office.
 - b. Complaints that may result in disciplinary action must be in writing and signed by the complainant in accordance with Local Government Code Chapter 614.
 - c. The complaint shall be documented in writing and sent through the chain of command to the Sheriff.
 - 2. Internal Complaints from employees may be made in one of the following manners:
 - a. In person to the Sheriff or Chief Deputy, or their designated representative.
 - b. By signed letter to the Sheriff or Chief Deputy, or their designated representative.
 - 3. Complaint Control:
 - a. The Sheriff or Chief Deputy shall review and classify all complaints
 - b. The Sheriff or Chief Deputy will maintain a log of all complaints received.
- D. Investigation of Complaints
 - 1. All investigative procedures are to be carried out with the consideration given to conducting a fair, impartial and thorough investigation with due regard given to the rights and dignity of the officers under investigation and those of the complainant.
 - a. Written statements will normally be required from the accused employee;
 - b. If required to respond, the employee will be provided a copy of the written complaint, and a Garrity warning in cases where the complaint concerns alleged violations of law;

- c. If required to respond, the employee will be provided a copy of his own statement;
 - d. An interview required under this section may be tape recorded;
 - e. In all cases where an employee is to be interviewed or required to respond in any manner to a complaint, which if proven, may result in disciplinary action, the employee shall be afforded a reasonable opportunity (at least 48 hours unless extraordinary circumstances exist) to contact and consult with an attorney of his own choosing.
 - f. In the event that an investigation requires the use of a polygraph, complainant(s) and witness(s) shall be required to take and "pass" a polygraph examination (in the opinion of the examiner) prior to the employee being required to take a polygraph.
2. Criminal conduct by an employee may be investigated by the Sheriff or his appointed representative.
- a. If a statement is needed from the employee, the employee will first be advised of his/her Miranda rights;
 - b. An employee will be entitled to representation if requested.
- E. Final Notification
- 1. For purposes of disposition, allegations are classified as follows:
 - a. **Unfounded:** Allegation is false or not factual
 - b. **Exonerated:** Incident occurred, but was lawful and/or proper
 - c. **Not Sustained:** Insufficient evidence to prove or disprove the allegation
 - d. **Sustained:** The evidence is sufficient to prove the allegation
 - e. **Misconduct not alleged in the complaint:** The allegations contained in the complaint, which even if true, do not constitute a violation of policy or procedure.
 - 2. The complainant will receive a notification upon the completion of the investigation. The nature of the discipline

will not be disclosed to the complainant. The employee will also receive a written notification regarding the results of the investigation, including the discipline to be imposed, if any.

- F. Although the above-described procedures refer to investigations conducted by the Sheriff or his representative, much less serious violations may be investigated by a supervisor, who must follow the same procedures.

18.03 Disciplinary Appeal Procedure.

The employee may appeal any disciplinary action in the same manner as a Grievance in accordance with Article 19.

ARTICLE 19
GRIEVANCE & DISCIPLINARY APPEAL PROCEDURES

19.01 Grievance. A "grievance" is a disagreement between the parties regarding the interpretation, application, or alleged violation of a provision of this Agreement. A grievance that affects or involves an individual employee may be filed by the affected individual employee or by the Association with the consent of the affected employee. A grievance that affects or involves the bargaining unit or employees as a whole may be filed by the Executive Board upon the approval of the bargaining unit.

19.02 Disciplinary Appeal. A "disciplinary appeal" is the appeal by an employee of disciplinary action imposed by the Sheriff, as authorized by §18.03 of this Agreement. A disciplinary appeal may only be filed by the affected employee, or with his/her consent, his/her designated representative.

19.03 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 of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the Sheriff or the County to meet the time limits at any Step shall be considered an unsatisfactory response and shall automatically allow the grievance to be moved to the next step. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

19.04 Grievance Process. A Grievance shall be handled as follows:

Step 1. Each employee who alleges that a dispute exists shall first discuss the dispute with an immediate or intermediate supervisor, or the Sheriff, as applicable. The employee or his/her designee are encouraged to attempt an informal solution to impending disputes by verbally advising the supervisor or Sheriff of such dispute as soon as possible. If the Sheriff determines that the grievance involves matters solely within control of the County, the grievant shall be directed by the Sheriff to discuss the matter with the County Judge or his designee. The Employee or the Association shall verbally initiate the informal Step 1 grievance process within thirty (30) calendar days of the Employee's actual or constructive knowledge of the occurrence of event(s) giving rise to the dispute.

Step 2. If the dispute is not resolved by the immediate Supervisor, the Sheriff or the County Judge or his designee within fifteen (15) calendar days after commencement of the first step of the grievance procedure as set forth in Step 1 above, the grievance will be reduced to writing

and submitted to the Sheriff or County Judge as applicable. The complaint by an individual employee or by the President of the Association ("Grievant") shall include:

1. A statement of the complaint 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 employee or Association President, as applicable.

The Sheriff or his designee or the County Judge shall provide a written response within ten (10) calendar days after receipt of the complaint to the Grievant and/or his designee.

Step 3.

- A. **Disputes Involving Employee and Sheriff.** If the complaint has not been settled at Step 2, the matter may be submitted to a Disciplinary Review Board. Written notice of intent to submit the matter to a DRB shall be provided by the Grievant, or by the Association on the Grievant's behalf, to the Sheriff within ten (10) business days of the receipt of the response to Step 2.

Within five (5) business days of submission of the notice of intent, the Sheriff and the Association shall select five (5) members to comprise the Disciplinary Review Board, with the selection to be made as set forth below. The Association or the Sheriff may pick a person of rank, excluding the Chief Deputy, as long as such person is not in the same Division to which the Grievant is assigned.

1. The Association picks two (2) members,
2. The Sheriff picks two (2) members, and
3. The four members selected by the Association and the Sheriff shall agree on the fifth (5th) member. In the event that the four members selected as set forth above cannot agree on a fifth member, the fifth member shall be selected from a list of certified mediators provided by the Jefferson County Dispute Resolution Center. The Sheriff and Association will alternately strike from the list until one name

remains. The party making the first strike shall be determined by coin toss. In the event that the list provided by the Jefferson County DRC contains an even number of names, the final selection when the list reaches two unstricken names shall also be determined by a coin toss

Within ten (10) business days following the Grievant's submission of notice of intent, the matter shall be formally submitted to the Disciplinary Review Board. The Grievant and the Sheriff may each have a representative present with him/her during the Disciplinary Review Board hearings.

The Disciplinary Review Board's primary duties will be to review the facts and evidence of the case as provided by the respective parties and any witnesses, and render a finding as to whether the grievance "Has Merit" or "Has No Merit." If the Disciplinary Review Board finds that the grievance "Has Merit" then the Disciplinary Review Board shall also render a disposition as to the level of corrective action to the Sheriff. The level of action imposed may include supervisory action (counseling, training, etc.), written reprimand, suspension from duty without pay, demotion in rank or indefinite suspension (termination). The level of action imposed must be a majority vote of the Disciplinary Review Board.

The Disciplinary Review Board shall render a written decision within (10) calendar days of the receipt of the submission by the grievant. The written decision shall be provided to the grievant and the Sheriff.

In the event that the grievant is unsatisfied with the written decision of the Disciplinary Review Board, he or she may, within thirty (30) calendar days from the date of the Board's decision, pursue further relief through the institution of legal proceedings in a court of competent jurisdiction in Orange County, Texas. In such event, all parties will request, or support the request for, the appointment of a visiting judge to preside over the matter that is not now, nor has ever been, an elected judge in Orange County.

- B. **Disputes Involving Employee and County.** If the complaint has not been settled at Step 2, the grievant may institute legal proceedings in a court of competent jurisdiction in Orange County, Texas. In such event, all parties will request, or support

the request for, the appointment of a visiting judge to preside over the matter that is not now, nor has ever been, an elected judge in Orange County.

**ARTICLE 20
IMPASSE PROCEDURE**

20.01 Impasse.

The parties agree that the collective bargaining process will begin on July 1 of the same year as the expiration of the contract. In the event that an impasse, as defined in Local Government Code, Chapter 174, is reached in the collective bargaining process after submission of the unresolved issues to mediation under the provisions of the Act, either party to the dispute, after written notice to the other party containing specifications of the issues in dispute, may request the convening of a five-member citizen panel to hear and make a determination on the issues in dispute. Prior to invoking the citizen panel, the parties shall make every reasonable effort to settle their differences.

20.02 Timeline.

The request for the citizen-panel shall be initiated within five (5) days following the expiration of the sixty (60) day pre-impasse period or within five (5) days of any agreed extension thereof.

20.03 Composition of Citizen Panel.

The citizen panel shall consist of five (5) members.

- A. Two members of the panel shall be selected by the Orange County Commissioners Court, and two members shall be selected by the Association. Each of these four members shall be a registered voter of Orange County, Texas and shall not be:
 - 1. a current or former Orange County elected officials or law enforcement personnel
 - 2. a person related within three degrees of affinity or consanguinity to any current or former Orange County elected official or law enforcement personnel; or
 - 3. a person who has been investigated by or arrested by the Orange County Sheriff's Office, or a person related within three degrees of affinity or consanguinity of such a person.
- B. The fifth member of the panel will be mutually selected by a majority vote of the four selected members as described above. The fifth member must meet the aforementioned criteria, as well as one or more of the following criteria:

1. A Certified Public Accountant or similar professional with experience in accounting and budgeting;
 2. A human resources professional with experience in employment matters;
 3. A licensed attorney with experience in labor contract negotiations.
- C. In the event that the four members selected pursuant to subsection A above cannot agree on a fifth member, the fifth member shall be selected from a list of certified mediators provided by the Jefferson County Dispute Resolution Center. The County and Association will alternately strike from the list until one name remains. The party making the first strike shall be determined by coin toss. In the event that the list provided by the Jefferson County DRC contains an even number of names, the final selection when the list reaches two unstricken names shall also be determined by a coin toss.

20.04 Submission of Dispute to Citizen Panel.

- A. Each party may submit any issue in dispute to the panel. Each party shall submit in writing to the panel its position on each issue at or prior to the hearing.
- B. The panel shall call a hearing to be held within a reasonable time after selection and shall give the parties at least ten (10) calendar days notice in writing of the time and place of such hearing. The hearing shall be informal.
- C. The fifth member of the panel, chosen pursuant to section 20.03 above, shall act as the "Chair" to facilitate the hearing; provided, however, that s/he shall have no more authority over the proceedings than any other member of the panel.
- D. The citizen panel shall hear testimony and admit evidence from each party regarding the reasonableness of its respective proposal(s). The citizen panel shall deliberate in private to determine its decision.
- E. After hearing all evidence offered by the parties, the panel shall render a written decision on each issue by majority vote.
- F. In making its decision, the panel shall consider only the following:
 1. The total compensation, including wages and benefits, and conditions of employment provided by the County to members of the Bargaining Unit;

2. The rate of increase or decrease in the cost of living for the Orange area determined by the Consumer Price Index for the period beginning with the effective date of the current contract and ending with the most recent published report at the time of the commencement of the hearing;
 3. A comparison of wages, hours and conditions of employment of Orange County Sheriff's Employees with the wages, hours and conditions of employment of other public and private employees in the local labor market area performing similar services and with other employees generally in public and private employment in comparable cities in the State of Texas and Orange County;
 4. The hazards of employment, physical, educational and mental qualifications, job training and skills required of an Orange County Sheriff's employee; and
 5. The revenues available to the County and the demands upon such revenues.
- G. The decision of the panel shall be in writing and is final and binding on the parties in the same manner as an arbitration ruling, except to the extent that an appeal may be made pursuant to Texas Local Government Code, Chapter 174.

20.05 Enforcement.

Should any party hereto fail to comply in good faith with the procedures set forth in this Article, the parties may seek enforcement of the process through legal proceedings initiated in a court of competent jurisdiction.

**ARTICLE 21
MISCELLANEOUS PROVISIONS**

21.01 Gender Neutrality.

Any use of the male or female pronouns in this Agreement shall have no significance in the interpretation and application of the terms, provisions and conditions of this Agreement, such use being solely for the sake of convenience. Further, the singular shall include the plural, and vice versa.

21.02 Entire Agreement.

This document, together with any Exhibits and Attachments thereto, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either oral or written, with respect to such matters.

21.03 Amendments & Clarifications.

Any amendments to this Agreement shall be in writing and are only effective upon approval by the County and a majority vote of the Association membership. However, the County and/or Sheriff, and the Association, may mutually agree to corrections or clarifications of existing contract language by Memorandum of Agreement with the authority of Association's Executive Board and the County Judge, a County Commissioner, and Sheriff.

21.04 Full and Final Scope of Agreement.

The Parties agree that each has 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 9), 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 9), 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 herein as proper subjects for collective bargaining.

21.05 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, and the

parties shall meet as soon as possible to agree on a substitute provision that cures the illegality.

ATTACHMENT 1

Orange County Sheriff's Office Personnel Policy Manual.

ATTACHMENT 2

Orange County Personnel Policy Manual.

ATTACHMENT 3

Classifications

For all wages, promotion, bidding, or other purposes set forth in this Agreement, the job classification system in the Sheriff's Office shall be as follows:

- A. CORRECTIONAL OFFICER
- B. CORRECTIONAL OFFICER/LVN
- C. TELECOMMUNICATIONS OFFICER
- D. TELECOMMUNICATIONS SUPERVISOR
- E. DEPUTY
- F. CORPORAL
- G. INVESTIGATOR
- H. SERGEANT
- I. LIEUTENANT
- J. LIEUTENANT NURSE
- K. CAPTAIN
- L. CHIEF DEPUTY

The Corporal position will be filled with only those persons who are qualified to fill such position and only after that person has satisfactorily completed a recognized field training officer's class. Correction Corporals are exempt from F.T.O. training.

The positions of Chief Deputy, Captains and Lieutenants shall not be included in the classifications for purpose of promotions; as individuals occupying these positions are political appointees and serve at the discretion of the Sheriff.

ATTACHMENT 4

Sheriff's Pay Matrix with .50 cent COLA, as of 01/10/2022				Budgeted Positions
Grade	Position	Hourly Rate		2021-2022
		2019-2020	2021-2022	
DIS	Dispatcher I (first year)	16.47	16.97	8
	Dispatcher II (after one year as Dispatcher I)	17.94	18.44	
	Dispatcher III (after two years as Dispatcher II)	19.34	19.84	
	Dispatcher IV (after two years as Dispatcher III)	20.85	21.35	
	Dispatcher V (after three years as Dispatcher IV)	22.28	22.78	
DS	Dispatcher Supervisor I (first two years)	23.15	23.65	1
	Dispatcher Supervisor II (after two years as DS I)	24.28	24.78	
CO	Corrections Officer I (first year)	18.03	18.53	35
	Corrections Officer II (after one year as CO I)	19.65	20.15	
	Corrections Officer III (after two years as CO II)	21.21	21.71	
	Corrections Officer IV (after two years as CO III)	22.89	23.39	
	Corrections Officer V (after three years as CO IV)	24.44	24.94	
CO-NURSE	Corrections Officer (Nurse) I (first year)	19.04	19.54	4
	Corrections Officer (Nurse) II (after one year as CO I)	20.66	21.16	
	Corrections Officer (Nurse) III (after two years as CO II)	22.22	22.72	
	Corrections Officer (Nurse) IV (after two years as CO III)	23.90	24.40	
	Corrections Officer (Nurse) V (after three years as CO IV)	25.45	25.95	
DEP	Deputy I (first year)	24.28	24.78	26
	Deputy II (after one year as Deputy I)	25.47	25.97	
	Deputy III (after two years as Deputy II)	26.72	27.22	
	Deputy IV (after two years as Deputy III)	28.02	28.52	
	Deputy V (after three years as Deputy IV)	29.38	29.88	
CPL	Corporal I (first two years)	31.12	31.62	9
	Corporal I (after two years as Corporal I)	31.85	32.35	
INV	Investigator I (first two years)	31.85	32.35	12
	Investigator I (after two years as Investigator I)	33.59	34.09	
SGT-INVEST	Sergeant (Investigator)	34.76	35.26	1
SGT	Sergeant I (after two years as Sergeant I)	33.59	34.09	13
	Sergeant II (after two years as Sergeant I)	34.76	35.26	
LT	Lieutenant I (first two years)	37.87	38.37	5
	Lieutenant II (after two years as Lieutenant I)	39.21	39.71	
LT-NURSE	Lieutenant (Nurse)	39.21	39.71	1
CAPT	Captain	42.88	43.38	4
CHIEF	Chief Deputy	48.66	49.16	1
				120

The foregoing Agreement was **APPROVED** by the Orange County Commissioners Court in open court on the _____ day of _____, 2021, and signed by the Orange County Judge on the _____ day of _____, 2021. The Agreement was signed by the other Parties on the dates indicated below.

Orange County, Texas (“County”)

ATTEST:

By: _____
John H. Gothia
Orange County Judge

By: _____
Orange County Clerk or her
Deputy Clerk

Orange County Sheriff’s Office Employee Association (“Association”)

By: _____

OCSOEA President

Date

Orange County Sheriff (“Sheriff”)

By: _____
Lane Mooney
Orange County Sheriff

Date

Memorandum of Agreement for 7-K Employees

All twelve (12) hour shifts that are presently in effect will be continued until October 1, 2022 and will be considered self renewing unless the Sheriff gives the Association 30-day written notice of his intention to discontinue the shifts. Upon such notice, the Sheriff may discontinue such 12-hour shifts effective on October 1st of the year following the end of the 30-day notice period.

Sheriff, Orange County

President, OCSOEA

Date

Date