

**COLLECTIVE BARGAINING LABOR AGREEMENT**

**Between**

**KLEBERG COUNTY, TEXAS**

**And The**

**KLEBERG COUNTY SHERIFF'S OFFICERS  
ASSOCIATION  
(“KCSOA”)**

**Fiscal Years 2008-09 through 2010-11**

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## **ARTICLE 1. IDENTIFICATION OF THE PARTIES**

**Section 1.** The parties to this Agreement are the KLEBERG COUNTY, TEXAS, and the KLEBERG COUNTY SHERIFF'S OFFICERS ASSOCIATION ("KCSOA").

**Section 2.** KLEBERG COUNTY, TEXAS ("COUNTY" or "EMPLOYER"), is a unit of local government organized under the Constitution and Laws of the State of Texas. It holds all those powers, privileges, duties, and obligations authorized under the Constitution and the Laws of the State of Texas.

**Section 3.** The KLEBERG COUNTY SHERIFF'S OFFICERS ASSOCIATION ("KCSOA") is an Association qualifying under Chapter 174, Texas. Local Gov't Code ("TLGC").

**Section 4.** References to the COUNTY and the ASSOCIATION jointly shall be to the "PARTIES."

## **ARTICLE 2. PURPOSE AND INTENT**

**Section 1.** The purpose of this Agreement is to give effect to the collective bargaining rights, privileges, and obligations contemplated under Chapter 174, Texas Local Gov't Code ("TLGC").

**Section 2.** Definitions & Use of Terms. The language used in this Agreement shall have the usual and customary meaning attributed to it by common English usage; provided, however, that the terms defined in the Glossary of Terms contained in this Agreement shall otherwise prevail.

## **ARTICLE 3. RECOGNITION CLAUSE**

**Section 1.** KLEBERG COUNTY hereby recognizes the KLEBERG COUNTY SHERIFF'S OFFICERS ASSOCIATION ("KCSOA") as the sole and exclusive bargaining agent for all law enforcement officers, in accordance with Chapter 174, TLGC, as well as the applicable provisions of Chapter 158, TLGC.

**Section 2.** This Labor Agreement shall be binding upon the successors and assignees of the PARTIES during the term of this Agreement.

## **ARTICLE 4. AUTHORITY AND TERM**

**Section 1. Term of the Agreement.** Except as otherwise provided for within this contract, this Agreement shall be for a period of three (3) years, beginning on October 1, 2008 and ending on September 30, 2011.

**Section 2. Evergreen Clause.** However, if the parties have not agreed upon a new agreement by end of the contract term specified above, the terms of this Labor Agreement shall thereafter continue in effect without change until it is superseded by a new agreement.

## **ARTICLE 5. RELATIONSHIP OF CBA TO LAWS, RULES & POLICIES**

**Section 1. Laws Relating to Individual Employee Rights.** Nothing in this agreement is intended to detract from or add to any rights, privileges, duties or obligations afforded to individual officers under state or federal civil rights law, anti-discrimination laws, anti-retaliation law or whistle-blower law, which any other public employee would otherwise have.

**Section 2. County Policies, Rules, Regulations, and Directives.** Subject to the provisions of this Labor Agreement, and any applicable state and federal laws, any existing COUNTY policies, rules, regulations, and directives in existence at the time of the execution of this Labor Agreement shall continue to apply and be enforced by management. The PARTIES agree that any COUNTY policy, rule, regulation or directive that is not specifically superseded by provisions of this Labor Agreement may be unilaterally amended or modified by the COUNTY, subject to the Maintenance of Standards provision also contained in this Labor Agreement.

## **ARTICLE 6. MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS**

**Section 1. Management Rights.** The PARTIES understand and agree that the KLEBERG COUNTY, TEXAS, as a duly constituted unit of government under the Constitution and Laws of the State of Texas hereby retains all those powers, privileges, rights, and authority conferred by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required by law, or this Labor Agreement.

**Section 2. Maintenance of Standards.** Subject to the foregoing management rights clause, the COUNTY agrees that any standard, privilege, and working conditions enjoyed by the employees at the effective date of this Agreement, which is not specifically included in this Agreement, and as to which the COUNTY would otherwise be subject to a mandatory duty of bargaining, will not be changed without the consent of the ASSOCIATION.

## **ARTICLE 7. DUES DEDUCTIONS**

**Section 1.** The COUNTY agrees that it will provide dues deduction to the members of the duly recognized bargaining agent in accordance with standard procedures approved by the COUNTY AUDITOR.

**Section 2.** All amounts deducted pursuant to this Article shall be paid to the legally-designated representative of the duly recognized bargaining agent and its affiliate in accordance with reasonable procedures established by the COUNTY AUDITOR.

**Section 3.** The COUNTY further agrees that the dues deduction service shall be exclusive to the duly recognized bargaining agent and its affiliate.

**Section 4.** The ASSOCIATION may change the amount of the dues deduction with thirty (30) calendar days notice to the COUNTY in writing.

**Section 5.** The duly recognized bargaining agent, and its affiliate agrees to indemnify, defend and hold the COUNTY harmless against any claims, demands, suits, for any action taken by the COUNTY in compliance with the provisions of this Article.

## **ARTICLE 8. WAGES AND PAYS - IMPLEMENTATION**

**Section 1. Pay Table.** Wages and pays shall be those specified in the Pay Table attached to this Labor Agreement; provided that implementation of those pays shall begin on the first full pay period after the effective date of this Labor Agreement or after October 1, 2008, whichever is later.

**A. Pro-Rata Calculations.** The specified wages and pays shall be payable on a pro-rata basis in accordance with the pay cycles established by the COUNTY and using existing COUNTY conversion calculations.

**B. Implementation Guidelines.** Further, whenever an individual member qualifies for an adjustment to wages and pays by virtue of the application of the provisions contained in the Pay Table, the application of that wage and pay adjustment shall be implemented starting in the first full pay period after the condition giving rise to the pay adjustment is triggered.

**Section 2. No Retro-Pays.** The parties understand and agree that there shall not be any retroactive application of pays for services already rendered. All pays shall be prospective only; provided, however that the calculation of future seniority pays using existing COUNTY service in a law enforcement capacity shall not be considered as a retro-active pay.

**Section 3. Grand-fathered Pays.** The parties understand and agree that if application of the Pay Table formulas to any particular member should result in a gross pay amount that is less than the gross pay that the member was earning upon implementation of this Agreement, that member's pay shall be adjusted upward and the pre-contract gross pay amount shall continue to be paid until such time as the wage and pay terms of this Labor Agreement result in a higher pay amount than the pre-contract pay amount previously earned. When the wages and pays, calculated under this Labor Agreement supersede any pre-contract pay amount previously earned, the higher negotiated pay amount shall at that time control.

**Section 4. Scope of Bargaining Unit.** Questions relating to whether an individual employee is a member of the bargaining unit shall be determined by reference to the following criteria:

- A. The statutory definition of a law enforcement officer contained in Chapter 174, TLGC;
- B. Applicable case law interpretations relating to the definition of a law enforcement officer for purposes of Chapter 174, TLGC, as applied to Texas Counties;
- C. Job functions and job definitions.

**Section 5. Questions Over Appropriate Position Title.** Any individualized disputes about the appropriate Position Title specified in the Pay Table of this Agreement applicable to a particular employee shall be resolved administratively by the COUNTY, being limited to application of the job titles negotiated in this Agreement.

**Section 6. Reclassification of Budgeted Position.** Nothing in this Labor Agreement shall impair the prerogatives of the COUNTY Commissioners' Court from the reclassification of any particular budgeted position.

**Section 7.** An Appendix of current members of the bargaining unit, identified by name, title, and date of hire (for purposes of calculating seniority), is hereby appended to this Labor Agreement and approved by the PARTIES for purposes of identifying the members of the bargaining unit, to establish appropriate position titles for purposes of base pay, and to confirm approval of the Labor Agreement using KCSOA voting procedures.

## **ARTICLE 9. SHIFT CYCLES, HOURS OF WORK, & PAY CYCLES**

**Section 1. Pay Cycle.** Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the COUNTY's authority to alter, modify, or otherwise change its pay cycles for law enforcement personnel so long as any modification is in accordance with state and/or federal law.

**Section 2. Shift Cycles.** Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the COUNTY's authority to alter, modify, or otherwise change its shift cycles for law enforcement personnel so long as any modification is in accordance with state and/or federal law.

## **ARTICLE 10. OVERTIME PAY**

**Section 1. Overtime Pay.** Members of the bargaining unit shall earn and accrue overtime in accordance with the minimum requirements under state and/or federal law requiring payment of an overtime rate of pay.

**Section 2. Compensatory Time.** The COUNTY may utilize compensatory time in accordance with state and/or federal law standards to satisfy any overtime obligations that may be incurred.

## **ARTICLE 11. PAID TIME OFF: HOLIDAYS**

For purposes of this Labor Agreement, the designated holidays shall be those designated by the KLEBERG COUNTY COMMISSIONERS COURT for all COUNTY employees.

**ARTICLE 12. PAID TIME OFF: VACATION LEAVE**

**Section 1.** Accrual Rate. Employees shall earn and accrue vacation leave in accordance with the existing accrual allowances provided for by the COUNTY's Personnel Policy and/or Rules and Regulations.

**ARTICLE 13. PAID TIME OFF: SICK LEAVE**

**Section 1.** Accrual Rate. Officers shall earn and accrue sick leave time in accordance with the existing accrual allowances provided for by the COUNTY's personnel policy and/or rules and regulations.

**Section 2.** Accumulation of Sick Leave Time. Officers shall accumulate sick leave time in accordance with the existing accumulation allowances provided for by the COUNTY's personnel policy and/or rules and regulations.

**Section 3.** Sick leave shall be managed in accordance with existing COUNTY's personnel policy and/or rules and regulations.

**ARTICLE 14. PAID TIME OFF: FUNERAL LEAVE**

**Section 1.** Funeral leave shall be allowed and managed in accordance with existing COUNTY's personnel and/or rules and regulations, as these existed at the time of the execution of this Labor Agreement.

**Section 2.** For purposes of this Article only, the term "immediate family" is defined the same as the definition used in COUNTY Personnel Policy and/or rules and regulations.

**ARTICLE 15. PAID TIME: ASSOCIATION ACTIVITY**

**Section 1.** Negotiation Time. The duly designated members of the ASSOCIATION's bargaining team, if on regularly scheduled duty during a joint scheduled bargaining session shall be allowed to attend that bargaining session, subject to the critical staffing needs of the Sheriff's Office determined by the Sheriff's Office management.

**Section 2.** Members of the bargaining unit who are not named members of the bargaining team and who wish to attend a bargaining session as a spectator shall do so only on their own time. No special prerogative or privilege shall be exercised to accommodate staffing needs for members of the bargaining unit who are not named members of the bargaining team, even if a member requests or applies for use of personal leave time.



**Section 3.** Labor Relations Committee. Duly appointed members of the Labor Relations Committee under this Labor Agreement who are required to attend an LRC meeting scheduled during their usual duty time, shall be allowed to attend, subject to the critical staffing needs of the Sheriff's Office.

A. This is not intended to create extended duty time, overtime, or any modifications to the usual duty schedule.

## **ARTICLE 16. OTHER ASSOCIATION ACTIVITY**

**Section 1.** Bulletin Boards. The ASSOCIATION, as the majority bargaining agent, shall have exclusive rights to maintain a bulletin board, and the COUNTY shall not approve a bulletin board to be maintained on its premises other than that of the majority bargaining agent; provided, however, that the ASSOCIATION and its affiliate shall hold the COUNTY harmless from any judicial challenge to this exclusivity provisions and absorb any and all legal costs and expenses associated with the defense of this contract provision.

**Section 2.** The COUNTY will not authorize the posting of bulletin boards on any premise by any other employee organization, which is qualified to be a collective bargaining agent for members of the bargaining unit.

**Section 3.** The bulletin board shall be consistent in design and standards to other bulletin boards for posting of routine announcements of meetings, Association business, recreational functions, legislative enactments and judicial decisions.

**Section 4.** The use of the bulletin board for the postings of partisan political material, editorial comments and viewpoints of employees in any manner, which would be in opposition to existing officer working conditions, shall not be allowed.

**Section 5.** Any material on the bulletin board which is in violation of this Agreement, as determined by the COUNTY, shall be promptly removed by the Association. The COUNTY shall not unreasonably deny an Association posting on the bulletin board.

## **ARTICLE 17. INSURANCE BENEFITS**

**Section 1.** Medical (Health) Insurance: The COUNTY will offer to each bargaining unit employee, the same accident and medical insurance coverage equivalent to what the COUNTY provides to the COUNTY's civilian employees at any given time. The parties recognize that this provision may result in an increased cost or reduced benefit from those currently in effect, provided that all County employees have the same options. The COUNTY reserves the right to elect, purchase and implement a medical insurance that serves the best interests of the KLEBERG COUNTY and its employees at any given time.

**Section 2.** Life Insurance. The COUNTY shall provide life insurance benefits to each bargaining unit employee equivalent to what the COUNTY provides to the COUNTY's civilian employees at any given time.

**ARTICLE 18. PENSION BENEFITS**

**Section 1.** The COUNTY will furnish to each bargaining unit employee the same pension benefits that the COUNTY provides to the COUNTY's civilian employees at any given time.

**Section 2.** If the COUNTY should adopt a 20 year option such benefit should apply to all members of the bargaining unit.

**ARTICLE 19. LABOR RELATIONS COMMITTEE**

**Section 1.** General Purpose. There shall be a Labor Relations Committee the purpose of which is to act as a forum for informal, non-binding discussion between ASSOCIATION representatives and COUNTY Management representatives on issue of labor management relations.

**Section 2.** How Constituted. The Labor Relations Committee shall be composed of four (4) members: 2 selected by the ASSOCIATION and 2 selected by the COUNTY JUDGE.

**Section 3.** Any member of the Committee may raise issues related to labor management relationship, the maintenance of this Labor Agreement, and other general conditions of employment.

A. Under no circumstance will individualized disciplinary issues be a proper subject of an agenda or discussion of a Labor Relations Committee

B. The Committee shall have no right or authority to amend this agreement or to abrogate the authority of the COUNTY.

**Section 4.** Meetings of the Labor Relations Committee shall be on an as needed basis, but in no event more than once a month. It shall require the affirmative assent of at least three members of the Committee to convene a meeting.

**Section 5.** Members who are on duty when a Labor Relations Committee is convened may attend on COUNTY time, subject to the staffing needs of the department, but members who are not on duty when a Labor Relations Committee is convened shall attend on their own time.

**ARTICLE 20. GRIEVANCES & GRIEVANCE PROCEDURE**

**Section 1.** A Grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provision(s) of this Labor Agreement.

**Section 2.** Only the ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of an alleged grievance by a bargaining unit member or the ASSOCIATION. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and shall include, at minimum, the following information:

- 1) a brief statement of the grievance, including a description of the facts or events upon which it is based;
- 2) the sections(s) of the Agreement alleged to have been violated,
- 3) the remedy or adjustment sought; and,
- 4) the signature of the Grievance Committee chairman or Association President.

**Section 4.** Grievances regarding interpretations of this labor agreement or disciplinary action shall proceed along the following Steps:

**Step 1:** An aggrieved employee must initiate a grievance with the ASSOCIATION Grievance Committee within fifteen (15) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance. The ASSOCIATION Grievance Committee shall within its discretion determine whether a grievance involving interpretations of this Agreement has merit and whether it should proceed to the next step. If the ASSOCIATION Grievance Committee determines that no grievance exists or that the grievance will not be forwarded, it shall notify the COUNTY Commissioners Court's Designee in writing that no further proceedings will be necessary. If the ASSOCIATION Grievance Committee determines that the grievance is valid, it shall within fifteen (15) business days after receipt of the grievance, proceed to Step 2 of the procedure.

**Step 2:** Any grievance involving interpretation of this Agreement that the ASSOCIATION Grievance Committee determines has merit shall be formally submitted to the Office of the COUNTY JUDGE and a copy to the COUNTY ATTORNEY'S OFFICE within five (5) business days of the Step 1 decision of the ASSOCIATION Grievance Committee. After receipt of the grievance, the COUNTY JUDGE or his designee shall evaluate the grievance and shall within fifteen (15) business days submit a response in writing to the ASSOCIATION.

**Step 3:** If the grievance is not resolved at Step 2, then the ASSOCIATION shall have fifteen (15) business days from the receipt of the Step 2 decision to invoke arbitration.

**Section 5.** Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the PARTIES, in writing, as necessary to address the substance of the grievance in a reasonable manner.

## **ARTICLE 21.            ARBITRATION: PROCEDURES AND SCOPE**

**Section 1.** If the ASSOCIATION decides to invoke arbitration after a failure of the PARTIES to resolve a dispute using the grievance process, it shall be the responsibility of the ASSOCIATION to initiate arbitration by submitting a request in writing to the American Arbitration Association (AAA) identifying the grievance and asking for a list of seven (7) qualified neutrals from which a selection of an arbitrator may be made.

A. A copy of the request to AAA shall be provided to the following COUNTY officials: 1) the COUNTY JUDGE; and 2) the COUNTY ATTORNEY.

B. Qualified neutrals must have experience in public sector labor and employment contract interpretations, preferably with experience in local government labor negotiations involving cities and counties.

**Section 2.** Upon the receipt of the list of arbitrators from AAA, the PARTIES shall schedule a strike conference in accordance with the time-table set by the AAA Case Manager. The ASSOCIATION shall exercise the first strike and thereafter each party shall alternate in striking a name from the list until only one name remains. The identity of the sole remaining name shall be returned to the AAA Case Manager so that a hearing on the matter can be scheduled.

A. Nothing in this Article prohibits the PARTIES from mutually agreeing to the selection of an Arbitrator, either from the AAA list or otherwise.

**Section 3.** After the Arbitrator has been selected, and a hearing scheduled, the PARTIES may, upon written request to each other, call for the disclosure of a list of anticipated witnesses to be called to testify at the hearing, and may similarly call for a list of anticipated documents and exhibits sought to be introduced at the hearing.

A. This request for disclosure shall be made no less than ten (10) days prior to the date of a scheduled hearing, and the PARTIES shall have a continuing duty to supplement responses to any such request.

**Section 4.** The Arbitrator selected to decide a grievance submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the Arbitrator is limited in that he or she has no authority to add to, subtract from, amend or otherwise change or in any way modify the provisions of this Agreement.

**Section 5.** The decision of the Arbitrator, if rendered in accordance with the provisions of this Article, shall be final and binding upon the ASSOCIATION, including all members of the bargaining unit and the COUNTY.

**Section 6.** Each PARTY shall bear its own fees, costs, and expenses related to an arbitration proceeding. The fees and expenses of the arbitrator shall be borne equally by the PARTIES regardless of the Award rendered by the Arbitrator.

**Section 7.** All time limits in this Agreement are based on calendar days. If a time limit expires on a weekend or County-observed holiday, the time limit shall be extended to the next County business day. The day of the act, event, or default shall not be included.

## **ARTICLE 22. SAVINGS CLAUSE**

**Section 1.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

**Section 2.** It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period

**Section 3.** Any Appendices to this Agreement shall incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.

**Section 4.** This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

## **ARTICLE 23. MISCELLANEOUS PROVISIONS**

**Section 1.** The COUNTY shall print and distribute sufficient numbers of this Agreement and to allow for one (1) copy of the Agreement to each bargaining unit member.

## **ARTICLE 24. GLOSSARY OF TERMS**

For purposes of this Labor Agreement, the following definitions shall apply:

**Agreement** - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement, negotiated between the KLEBERG COUNTY and the ASSOCIATION;

**Bargaining Agent** - refers to duly recognized ASSOCIATION that serves as the exclusive bargaining agent for the KLEBERG COUNTY law enforcement officers under Chapter 174;

**Bargaining Unit** - all full time law enforcement officers, except the Sheriff, as defined by Chapter 174, TLGC, and relevant judicial interpretations of the statute.

**Budget (Fiscal) Year-** refers to a COUNTY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

**Business Days** – shall be defined as Monday through Friday during normal business hours of 8:00 o'clock am to 5:00 o'clock p.m.

**Calendar Year**- refers to a year beginning on January 1 and ending on December 31 of that year.

**CBA** - refers to a Collective Bargaining Agreement and, when specified, to this Agreement;

**Chapter 174** - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;

**COUNTY** - refers to the unit of government organized under the Constitution and Laws of the State of Texas known as the KLEBERG COUNTY, TEXAS;

**COMMISSIONERS COURT** - refers to the body of elected officials who serve as the governing body for KLEBERG COUNTY, TEXAS in accordance with the Texas Constitution and Laws of the State of Texas;

**COUNTY Management** – refers to the administrative chain of authority within the COUNTY’s administrative structure within the SHERIFF’S OFFICE, as well as within the COUNTY JUDGE’S OFFICE and the COUNTY COMMISSIONERS’ COURT.

**COUNTY Personnel Policy or Policies** – refers to the Kleberg County Personnel Manual.

**Department** - unless otherwise specified, refers to the KLEBERG COUNTY Sheriff’s Office;

**Employee** – unless otherwise specified, shall refer to all personnel who qualify as members of the bargaining unit under Chapter 174, TLGC, and relevant judicial interpretations of this statute;

**Effective Date** - refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the ASSOCIATION and the KLEBERG COUNTY, TEXAS;

**FLSA** - refers to the Fair Labor Standards Act, as amended;

**Grievance** - for purposes of this Labor Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Labor Agreement, as raised by the Grievance procedures in this Agreement.

**Holiday** – shall refer only to COUNTY recognized holidays, such holiday to begin at 12 o’clock AM and end at 11:59 PM on the specified day.

**Labor Agreement** - refers to this Collective Bargaining Agreement negotiated between the parties.

**Paid Time Off** – refers to any time period for which an employee is entitled to receive pay without actually being engaged in productive work time.

**Parties** – refers to KLEBERG COUNTY and the ASSOCIATION jointly.

**Pay Cycle** – refers to the period of time in which the employer issues pay checks for services rendered and for purposes of calculating the employer’s overtime pay obligations to individual employees under state or federal law.

**Seniority** - Total years of service with Kleberg County in the Sheriff’s Office, serving in a law enforcement capacity, shall count towards calculation of seniority for purposes of the Pay Table.

**Sheriff** - refers to the elected official who serves as the chief law enforcement authority in Kleberg County. References to the Sheriff or the Sheriff’s Office in this Labor Agreement include the Sheriff’s designated management representatives.

**Sheriff’s Office** - refers to County Sheriff and all personnel under the control and administration department of the KLEBERG COUNTY responsible for the provision of law enforcement, crime prevention, incarceration and detention functions, and any other public safety function entrusted to the Sheriff’s Office by the Constitution and laws of the State of Texas.

#### **END OF DEFINITIONS**

**SIGNATURE & EXECUTION PAGE**

**THE FOLLOWING INSTRUMENT AS BEEN DULY NEGOTIATED,  
REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED  
BELOW:**

**KLEBERG COUNTY, TEXAS**

(Approved by KLEBERG COUNTY COMMISSERIONS COURT on \_\_\_\_\_)

By: \_\_\_\_\_  
HON. PETE DE LA GARZA  
COUNTY JUDGE FOR KLEBERG COUNTY, TEXAS

**ATTESTED by COUNTY CLERK:**

By \_\_\_\_\_  
LEO ALARCON

**THE KLEBERG COUNTY SHERIFF'S OFFICERS ASSOCIATION  
("KCSOA")**

(Approved by NCSOA Membership on \_\_\_\_\_).

By: \_\_\_\_\_  
J. D. LONGORIA  
PRESIDENT, KCSOA

\_\_\_\_\_  
SECRETARY, KCSOA

Dated: \_\_\_\_\_

[Type text]



**PAY TABLE "A"**  
**KLEBERG COUNTY – KCSOA**  
**SALARY, WAGES & OTHER PAYS**  
**FY 2008-09 thru FY 2010-11**

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**LAW ENFORCEMENT OFFICERS<sup>1</sup>**

<b>RANK</b>	<b>CURRENT</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
Deputy <sup>2</sup>	H: \$10.85 A: \$22,568.00	H: \$11.18 A: \$23,254.40	H: \$11.52 A: \$23,961.60	H: \$11.87 A: \$24,689.60
Sergeant <sup>3</sup>	H: \$12.48 A: \$25,958.40	H: \$12.85 A: \$26,728.00	H: \$13.24 A: \$27,539.20	H: 13.64 A: \$28,371.20
Lieutenant	H: \$13.44 A: 27,955.20	H: \$13.84 A: \$28,787.20	H: \$14.26 A; \$29,660.80	H: \$14.69 A: \$30,555.20
Chief Deputy <sup>4</sup>	\$37,632.87	\$38,761.59	\$39,924.44	\$41,122.17

**DETENTION OFFICERS**

<b>RANK</b>	<b>CURRENT</b>	<b>10-01-08</b>	<b>10-01-09</b>	<b>10-01-10</b>
Jailer	H: \$9.07 A: \$18,865.60	H: \$9.34 A: \$19,427.20	H: \$9.62 A: \$20,009.60	H: \$9.91 A: \$20,612.80
Jailer <sup>5</sup> (Victor Lopez)	H: \$9.50 A: \$19,760	H: \$9.79 A: \$20,363.20	H: \$10.08 A: \$20,966.40	H: \$10.38 A: \$21,590.40
Jail Nurse/EMS	H: \$9.70 A: \$20,176.00	H: \$9.99 A: \$20,779.20	H: \$10.29 A: \$21,403.20	H: \$10.60 A: \$22,048.00
Jail/Cook	H: \$10.33 A: \$21,486.40	H: \$10.61 A: \$22,068.80	H: \$10.93 A: \$22,734.40	H: \$11.26 A: \$23,420.80
Sergeant <sup>6</sup>	H: \$12.11 A: \$25,188.80	H: \$12.47 A: \$25,937.60	H; \$12.84 A: \$26,707.20	H: \$13.23 A: \$27,518.40
Lieutenant <sup>7</sup>	\$29,264.10	H:\$14.06 A: \$29,264.10	H: \$14.26 A: \$29,660.80	H: \$14.69 A: \$30,555.20
Captain <sup>8</sup>	\$30,018.81	\$30,919.37	\$31,846.95	\$32,802.36

<sup>1</sup> Base salary exclusive of state-mandated longevity pay

<sup>2</sup> Deputy pay range \$10.36 to \$10.85

<sup>3</sup> LE Sergeant range \$11.98 to \$12.48

<sup>4</sup> Chief Deputy salaried employee

<sup>5</sup> Jailer Victor Lopez is paid a base hourly rate of \$9.50 which is grandfathered

<sup>6</sup> Jail Sergeants range \$11.63 to \$12.11

<sup>7</sup> Jail Lieutenant salaried employee at \$29,264.10 converted to hourly rate & frozen until 10-01-09

<sup>8</sup> Jail Captain salaried employee

[Type text]

**TCLEOSE PEACE OFFICER AND DETENTION OFFICER  
CERTIFICATION PAYS**

In addition to the foregoing pays, qualified personnel shall also receive, on a pro-rata basis, certification pays for the following types and levels of peace officer or detention officer certification pays. Certification pays are not cumulative, but will be paid at the highest level held. The officer shall be paid only for one certification, either Peace Officer or Detention Officer, whichever is higher.

Proof of TCLEOSE CERTIFICATION must be on file with the Auditor's Office to trigger this pay provision.

<b>Type/Level</b>	<b>Monthly Amount</b>	<b>Annual Amount (pro-rated)</b>
<b>Basic</b>	\$25.00	\$300.00-
<b>Intermediate</b>	\$35.00	\$420.00
<b>Advanced</b>	\$50.00	\$600.00
<b>Master</b>	\$75.00	\$900.00

**END OF PAY TABLE**

[Type text]

**FORM "B-1"**  
**DUES DEDUCTION AUTHORIZATION**  
**KLEBERG COUNTY SHERIFF'S OFFICERS' ASSOCIATION**

Dues Code: \_\_\_\_\_

Employee No: \_\_\_\_\_

Employee Social Security No: \_\_\_\_\_

Name: \_\_\_\_\_  
                    (Last)                      (First)                      (M.I.)

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

I hereby authorize the County of Kleberg to deduct each pay period a sum as certified by the Kleberg County Sheriff's Officers' Association at the current rate of dues or an amount as may hereafter be established by the Kleberg County Sheriff's Officers' Association as dues approved in accordance with the collective bargaining agreement and Association Constitution and Bylaws. This deduction is to be forwarded directly to the Kleberg County Sheriff's Officers' Association. The authorization of this deduction is entirely voluntary on my part.

I understand that the County of Kleberg will forward to the Association an amount certified to the County by the Association and that the County will rely on the last certified amount communicated in writing to the Auditor's Office and the County will not be liable for damages to me for deductions or failures to deduct any authorized sum for any reason.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**FORM "B-2"**  
**TERMINATION OF DUES DEDUCTION**  
**KLEBERG COUNTY SHERIFF'S OFFICERS' ASSOCIATION**

Dues Code: \_\_\_\_\_

Employee No: \_\_\_\_\_

Employee Social Security No: \_\_\_\_\_

Name: \_\_\_\_\_  
(Last)                      (First)                      (M.I.)

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

I hereby terminate the authorization previously executed by me on \_\_\_\_\_ for dues deduction for the Kleberg County Sheriff's Officers' Association and request that the County of Kleberg make no further deductions under said authorization. This termination of dues deduction is entirely voluntary on my part and I understand that the County of Kleberg will not be liable for failure to promptly effectuate this termination for any reason.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX "B-3"**  
**DUES DEDUCTION AUTHORIZATION**  
**COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS**

Dues Code: \_\_\_\_\_

Employee No: \_\_\_\_\_

Employee Social Security No: \_\_\_\_\_

Name: \_\_\_\_\_  
                            (Last)                    (First)                    (M.I.)

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

I hereby authorize the County of Kleberg to deduct each pay period a sum as certified by the Combined Law Enforcement Associations of Texas as the current rate of dues or an amount as may hereafter be established by the Combined Law Enforcement Associations of Texas dues approved in accordance with the collective bargaining agreement and Association Constitution and Bylaws. This deduction is to be forwarded directly to the Combined Law Enforcement Associations of Texas. The authorization of this deduction is entirely voluntary on my part.

I understand that the County of Kleberg will forward to the Combined Law Enforcement Associations of Texas an amount certified to the County by Combined Law Enforcement Associations of Texas and that the County will rely on the last certified amount communicated in writing to the Auditor's Office, and the County will not be liable for damages to me for deductions or failures to deduct any authorized sum for any reason.

Signed \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "B-4"**  
**TERMINATION OF DUES DEDUCTION**  
**COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS**

Dues Code: \_\_\_\_\_

Employee No: \_\_\_\_\_

Employee Social Security No: \_\_\_\_\_

Name: \_\_\_\_\_  
                    (Last)                      (First)                      (M.I.)

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_

I hereby terminate the authorization previously executed by me on \_\_\_\_\_ for dues deduction for the Combined Law Enforcement Associations of Texas and request that the County of Kleberg make no further deductions under said authorization. This termination of dues deduction is entirely voluntary on my part and I understand that the County of Kleberg will not be liable for failure to promptly effectuate this termination for any reason.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Grievance No. \_\_\_\_\_

**BARGAINING UNIT MEMBER GRIEVANCE FORM**  
**TO BARGAINING AGENT GRIEVANCE COMMITTEE**

**Grievance Submittal**

Employee must use this form, or one substantially like it, for filing grievances with the Association grievance committee and subsequent steps of the procedure.

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Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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**A. Factual Basis of the Grievance.** Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

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**B. Contract Articles, Terms, Etc. Believed to be Violated.** Identify specific provisions of the Contract. Use supplement form if necessary.

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**C. Remedy or Adjustment Sought.** Use supplement form if necessary.

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Employee Signature

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Date

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Association Representative

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Date

Grievance No. \_\_\_\_\_

**BARGAINING AGENT'S STANDARD GRIEVANCE FORM**  
**GRIEVANCE COMMITTEE FINDINGS AND RECOMMENDATION**

**Grievance Committee's Submittal.** Refer to Grievance cause number for employee's statement of facts.

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Name	address	City/State	Phone
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Division	Title/Rank	Station/Shift	Phone
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**Grievance Committee Statement**

The Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

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**GRIEVANCE COMMITTEE RECOMMENDATION**

**Forward for Adjustment** \_\_\_\_\_ **Reject Grievance** \_\_\_\_\_

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Grievance Committee Representative

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Date

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Association Representative

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Date