



COLLECTIVE BARGAINING LABOR AGREEMENT

Between

NUECES COUNTY, TEXAS

And The

**NUECES COUNTY SHERIFF'S OFFICERS ASSOCIATION
("NCSOA")**

Fiscal Years 2011-12 through 2014-15

APPROVED BY NCSOA ON JULY 20, 2011

APPROVED BY NUECES COUNTY, TEXAS ON JULY 27, 2011



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ARTICLE 1. IDENTIFICATION OF THE PARTIES

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

Section 2. NUECES 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 NUECES COUNTY SHERIFF'S OFFICERS ASSOCIATION ("NCSOA") 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. NUECES COUNTY hereby recognizes the NUECES COUNTY SHERIFF'S OFFICERS ASSOCIATION ("NCSOA") 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 four (4) years, beginning on October 1, 2011 and ending on September 30, 2015.

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term specified above, the terms of this Labor Agreement shall thereafter continue in effect without change until it is superseded by a new agreement.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. Civil Service Laws. The PARTIES understand and agree that under the provisions of §174.006, TLGC, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174, TLGC, unless the collective bargaining contract specifically provides otherwise. To the extent that provisions of this Labor Agreement address matters contained in a state or local civil service provision, TLGC, the contractual terms contained in this Labor Agreement shall control.

Section 2. Other 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 law enforcement 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 3. Other County Policies, Rules, Regulations, and Directives. Subject to the provisions of this Labor Agreement, and any applicable state and federal laws, any existing COUNTY or SHERIFF'S OFFICE, or CONSTABLE'S OFFICE 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.

Section 4. Backpay Authorization. The Commissioners Court agrees to adopt an appropriate resolution or order to authorize the payment of backpay in those disciplinary appeals where the Civil Service Commission finds that the disciplinary suspension or termination should be overturned in whole or in part. The Commissioners Court Order attached as an Appendix to this Agreement shall not be modified or rescinded during the term of this Labor Agreement.

ARTICLE 6. MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

Section 1. Management Rights. The PARTIES understand and agree that NUECES COUNTY, TEXAS, as a duly constituted unit of government under the Constitution and Laws of the State of Texas, the SHERIFF OF NUECES COUNTY, and the CONSTABLES OF NUECES COUNTY, TEXAS, hereby retain all those powers, privileges, rights, and authority conferred upon them 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, in accordance with the conditions specified therein ; 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, 2011, 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 Sheriff, or Constable, as applicable in his/her sole discretion, the Sheriff's or Constable's discretion 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 Sheriff's Office, any Constable's Office and/or the 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 NCSOA voting procedures.

Section 8. New Ranks. If the County creates a new rank or classification during the term of this Agreement, then the base pay to be associated for that rank or classification shall be subject to negotiations, provided, however, that the obligation to negotiate on the pay shall not extend to the determination about whether a new rank or classification is needed, nor shall it extend to the scope of duties applicable to that rank or classification, such determinations to remain within the full management discretion of the County and County management officials.

Section 9. Me Too Contingency Pay Provision. If during the term of this Labor Agreement, the Commissioner's Court authorizes an across the board cost of living percentage increase that exceed the five (5%) of the total base pay increase provided for over the four year term of this Labor Agreement to employees outside the bargaining unit, then the base pay percentage increases provided for in the Pay Table shall be adjusted accordingly in the fourth year.

ARTICLE 9. SHIFT CYCLE, 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 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 shift cycle 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 & HOLIDAY PAY

Section 1. Holidays. For purposes of this Labor Agreement, the designated holidays shall be those designated by the NUECES COUNTY COMMISSIONERS COURT for all COUNTY employees.

Section 2. Prior COUNTY and Civil Service policies and practices relating to holiday pay for bargaining unit members shall continue to apply, except as modified below.

A. For the following COUNTY recognized holidays, members who actually work the holiday will receive the regular holiday pay, plus premium pay of time and half for hours actually worked: 1) Thanksgiving Day; 2) Thanksgiving Friday; and 3) Christmas Day.

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 Civil Service Rules and Regulations.

ARTICLE 13. PAID TIME OFF: SICK LEAVE

Section 1. Accrual Rate. Law enforcement 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 civil service rules and regulations.

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

Section 3. Sick leave shall be managed in accordance with existing COUNTY's personnel policy and/or civil service 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 civil service 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 Nueces County Personnel Policy and/or civil service 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 or any affected Constable's Office.

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 or any affected Constable'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 may provide and maintain a bulletin board on any premise of the Sheriff's Office, or any Constable's Office at its own expense, at a location to be approved by the Sheriff or his/her designee or any affected Constable or his/her designee.

Section 2. The ASSOCIATION, as the majority bargaining agent, shall have exclusive rights to maintain a bulletin board, and the Sheriff's Office or any Constable's Office 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 Sheriff, the Constables, and 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 provisions.

Section 3. The bulletin board shall be consistent in design and standards to other bulletin boards in the Sheriff's Office or any Constable's Office 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 Sheriff or Constable, shall be promptly removed by the Association. The Sheriff shall not unreasonably deny an Association posting on the bulletin board.

Section 6. The Association will be allowed access to all Academy cadet classes for the purpose of dissemination of Association information for a period of two hours in the last week of the class, subject to scheduling by the Director of Training.

Section 7. The Association may have reasonable access to its members during roll calls to pass along Association related information, so long as such access does not interfere with the operational objectives of the roll call and subject to the discretion of the Shift Supervisor.

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 NUECES 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. SHIFT EXCHANGES & SUBSTITUTIONS

Section 1. To be handled in accordance with departmental policy as established by the Sheriff or Constable.

ARTICLE 20. CONTINUING EDUCATION AND TRAINING

Section 1. The COUNTY will provide all State required training for all officers. Officers shall be compensated for attendance at all approved or required training classes.

ARTICLE 21. HEALTH, SAFETY & FITNESS ISSUES

Section 1. To be handled in accordance with departmental policy as established by the Sheriff or Constable.

ARTICLE 22. 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 six (6) members: 2 selected by the ASSOCIATION; 2 selected by the Sheriff or Constable, as applicable; and 2 selected by the COUNTY JUDGE or COMMISSIONERS COURT.

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, the Civil Service Commission, the Sheriff, or of any Constable.

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 23. INTERNAL AFFAIRS & DISCIPLINARY POLICY

Section 1. Internal Affairs investigations shall be handled in accordance with the minimum requirements set by law, and in accordance with existing practices and policies contained in the in the Civil Service Rules and Regulations and the Sheriff’s or Constable’s Office operations manual.

Section 2. Any proposed updates, modification, or amendments to the Sheriff’s Office or Constable’s Office internal affairs or disciplinary policy shall be presented to the Labor Relations Committee for review and comment; provided, however, that the Sheriff or Constable, as applicable shall retain full and final authority and discretion to determine what it written policies of the Sheriff’s Office or Constable’s Office shall be at any given time.

Section 3. Any updates, modification, or amendments to the Sheriff’s Office or Constable’s Office policy relating to internal affairs investigations and/or disciplinary process shall not be subject to the grievance procedure, or the arbitration procedure, otherwise contemplated in this Labor Agreement.

ARTICLE 24. 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. Disciplinary matters shall not qualify or constitute the proper subject of a grievance; however employees retain all rights, privileges under Chapter 158, TLGC and the Civil Service Commission with respect to disciplinary matters, except as otherwise provided for in this Labor Agreement.

A. Nothing in this Agreement shall serve as grounds upon which a claim for backpay in a disciplinary suspension overturned or modified by the Nueces County Civil Service Commission may be forwarded as a contract grievance.

Section 3. 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 attached as an exhibit to this Agreement, and shall include, at minimum, the following information:

- 1) a brief statement of the grievance, including a detailed description of the facts, circumstances, incidents, or events upon which it is based;
- 2) the sections(s) of the Agreement alleged to have been violated and a description of how or why the ASSOCIATION believes in good faith that a term or terms of the Labor Agreement have been breached;
- 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 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. A courtesy copy of the grievance shall be forwarded to the Sheriff or Constable as applicable by the Association Grievance Committee within five (5) business days of the receipt of the grievance by the ASSOCIATION, but no action by the Sheriff or Constable is required at this Step. The Association Grievance Committee shall within its discretion determine whether the grievance 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 Sheriff or Constable as applicable and the 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 that the Association Grievance Committee determines has merit shall be formally submitted to the Sheriff or Constable as applicable, the Office of the County Judge, and 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 Sheriff or Constable, as applicable and/or the County Judge shall evaluate the grievance and shall within fifteen (15) business days submit a response in writing to the Association Grievance Committee.

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 25. 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; 2) the COUNTY ATTORNEY; and 3) the SHERIFF or CONSTABLE as applicable.

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, the SHERIFF or affected CONSTABLE 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.

Section 8. If the COUNTY contests either the authority of an arbitrator to hear a grievance, or otherwise contests the arbitrability of a grievance as to which the ASSOCIATION requests a list of neutrals under these provisions, the COUNTY's objections shall be noted of record with the AAA and with the Arbitrator. Continued participation in the arbitration process under objection shall not constitute a waiver or consent to the arbitral process and the issue being one of jurisdiction and authority, may be raised at any time.

ARTICLE 26. 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 27. 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.

Section 2. The provisions of this CBA shall extend only to paid County employees who are sworn, certified, and full-time, and who regularly serve in a professional law enforcement capacity in the “police department” of the County. For purposes of this CBA, the term “police department” shall be limited to the Sheriff’s Office and any duly constituted Constable’s Office. Any other employees of the County who may exercise law enforcement authority, but who are not under the administrative authority of either the Sheriff or a duly elected Constable, shall continue to be subject to those personnel policies and provisions applicable to County civilian personnel.

Section 3. The Parties understand and agree that the provision of this amended CBA are prospective only and that ratification of this amendment does not entitle any member of the bargaining unit to any adjustment for pay or benefits for services rendered prior to the implementation of this amended Agreement.

Section 4. The parties understand and agree that if during the course of the implementation and maintenance of the provisions of this Labor Agreement, clerical and/or secretarial errors are made resulting in either an overpayment or underpayment of pay or benefits, that any such errors may be corrected by utilization of administrative processes and procedures so as to bring the payment of pay and/or benefits into compliance with the terms of this Agreement.

A. In this regard, the parties understand and agree that there exists at the time of the negotiation of this Agreement a clerical error related to the payment of holiday pay benefits under Article 11, Sec. 2. Subsec. A which resulted in an overpayment of benefits to certain employees that occurred between October 1, 2008 and September 30, 2011. The ASSOCIATION understands and agrees that the COUNTY will recuperate any overpayment of funds, if any, by using one or more of the following procedures:

- 1) deductions of future earning for affected employees; and/or,
- 2) reduction of accrued vacation leave and/or compensatory time accounts for affected employees; and/or,
- 3) reduction of the rates of accrual of vacation leave as earned;

B. The foregoing adjustments will be determined in consultation with the affected employee by the appropriate County representative.

C. The ASSOCIATION understands and agrees that no contract grievance will be forwarded in connection with any adjustments related to this clerical error.

Section 5. The parties also agree that in the pending litigation styled and numbered Nueces County, Texas vs. Nueces County Sheriff Officers Association, et al., Cause No. 2011-DCV-607-B pending in the 117th District Court sitting in Nueces County, Texas, that an Agreed Judgment vacating the underlying Arbitration Award rendered by Arbitrator Thomas Cipolla on January 12, 2011; provided, however, that the COUNTY agrees that by separate settlement terms, the COUNTY shall pay the backpay amount attributable to the overturned disciplinary suspension.

ARTICLE 28. 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 NUECES COUNTY and the ASSOCIATION;

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

Bargaining Unit - all full time law enforcement officers, except the Sheriff or any elected Constable, 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 158** - refers to the provisions of Chapter 158, Texas Local Government Code in effect at any given time, unless otherwise specified;
- Chapter 174** - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;
- Civil Service** - refers to the classified civil service system organized pursuant to Chapter 158, TLGC;
- Civil Service Commission or CSC** – refers to the duly appointed body appointed under the provisions of Chapter 158, TLGC;
- Constable or Constables** - refers to the elected official who serves as an elected Constable in Nueces County in a duly created precinct as constituted by action of the Commissioners Court. References to the Constable or the Constable's Office in this Labor Agreement include the elected Constable's designated management representatives.
- Constable's Office** - refers to any duly constituted County Constable's Office in a County Precinct and all law enforcement personnel under the control and administration of the Constable.
- COUNTY** - refers to the unit of government organized under the Constitution and Laws of the State of Texas known as the NUECES COUNTY, TEXAS;
- COMMISSIONERS COURT** - refers to the body of elected officials who serve as the governing body for NUECES 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, any CONSTABLE'S OFFICE as well as within the COUNTY JUDGE'S OFFICE and the COUNTY COMMISSIONERS COURT.
- County Personnel Policy or Policies** – refers to the Nueces County Personnel Manual (1992, as amended) and/or the Civil Service System of Nueces County (1995, as amended)
- 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 NUECES 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.

Longevity - Same as Seniority. See definition of Seniority.

Member – shall refer to employees who qualify as law enforcement officers for purposes of Chapter 174, TLGC and relevant judicial interpretations of the statute. See also Employee.

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 NUECES 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.

Police Department – shall refer to the Sheriff's Office and/or a duly constituted Constable's Office for purposes of Chapter 174, TLGC, and the interpretation of this CBA.

Seniority – Also referred to as Longevity. Total years of service with Nueces County in the Sheriff's Office or Constable's Office as applicable, serving in a law enforcement capacity, shall count towards calculation of seniority for purposes of the Pay Table; provided, however, that any adjustments to seniority that may occur as a consequence of amendments to the CBA shall be prospective only and do not create any entitlement to pay for services rendered prior to the any amendments to this CBA.

Sheriff - refers to the elected official who serves as the chief law enforcement authority in Nueces 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 the County Sheriff and all personnel under the control and administration of the NUECES COUNTY SHERIFF 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