



ARTICLES OF AGREEMENT

Between The

COUNTY OF EL PASO, TEXAS

And The

***EL PASO COUNTY SHERIFF'S
OFFICERS' ASSOCIATION, INC.***

TERM

OCTOBER 1, 2014 - SEPTEMBER 30, 2019

**[TA'D DOCUMENT FOR VOTER CONSIDERATION]
[APPROVED BY COMMISSIONERS COURT ON SEPTEMBER 29, 2014]**



TABLE OF CONTENTS

ARTICLE 1.	PARTIES TO THE AGREEMENT (NEW ART #) (TA'D 7-1-2014)	1
ARTICLE 2.	DEFINITIONS (PRIOR ART. #1) (TA'D 7-1-2014)	1
ARTICLE 3.	RECOGNITION (PRIOR ART. #2)(TA'D 7-1-2014 W EDIT)	2
ARTICLE 4.	DURATION OF THE AGREEMENT (PRIOR ART. #25)(TA'D 9/25/2014)	2
ARTICLE 5.	MANAGEMENT RIGHTS (PRIOR ART. #3)(TA'D 7-23-2014)	2
ARTICLE 6.	MAINTENANCE OF STANDARDS (PRIOR ART. #27)(TA'D 7-1-2014)	3
ARTICLE 7.	ASSOCIATION MEMBERSHIP, NON-DISCRIMINATION AND DUES CHECK-OFF (PRIOR ART. #4) (TA'D 7-23-2014)	3
ARTICLE 8.	TRAINING PROVISIONS (PRIOR ART. #5)(TA'D 7-1-2014)	4
ARTICLE 9.	WAGES (PRIOR ART. #6)(TA'D 9/25/2014)	4
ARTICLE 10.	SUPPLEMENTAL PAYS (PRIOR ART. 6) (TA'D 9/25/2014)	5
ARTICLE 11.	SUPPLEMENTAL BENEFITS (PRIOR ART. #28)(TA'D 7-22-2014)	6
ARTICLE 12.	TEMPORARY ASSIGNMENTS (PRIOR ART. #7)(TA'D 7-23-2014)	7
ARTICLE 13.	OVERTIME: FLSA AND NEGOTIATED (PRIOR ART #8)(TA'D 9/25/2014)	8
ARTICLE 14.	PAID TIME OFF: VACATION (PRIOR ART. #9)(TA'D 9/17/2014)	9
ARTICLE 15.	PAID TIME OFF: HOLIDAYS (PRIOR ART. #10)(TA'D 9/25/2014)	10
ARTICLE 16.	PAID TIME OFF: SICK LEAVE (PRIOR ART. #11)(TA'D 9/25/2014)	11

ARTICLE 17. OTHER PAID TIME OFF AND UNPAID LEAVE (PRIOR ART. #12)(TA'D 9/25/2014)	12
ARTICLE 18. TIME OFF FOR ASSOCIATION BUSINESS (PRIOR ART. #26)(TA'D 8/11/2014)	14
ARTICLE 19. RETIREMENT (PRIOR ART. #13)(TA'D 7-22 & 23-2014)	14
ARTICLE 20. INSURANCE (PRIOR ART. #14)(TA'D 7-22 & 23-2014)	15
ARTICLE 21. MOTOR VEHICLE ACCIDENTS (PRIOR ART. #15)(TA'D 7-1-2014).....	15
ARTICLE 22. INJURY ON DUTY: PAYMENT OF MEDICAL EXPENSES (PRIOR ART. #16) (TA'D 7-1-2014)	15
ARTICLE 23. LEGAL DEFENSE (PRIOR ART. #17)(TA'D 7-1-2014)	15
ARTICLE 24. UNIFORM AND EQUIPMENT (PRIOR ART. #18)(TA'D 7-1-2014)	16
ARTICLE 25. POLITICAL ACTIVITIES (PRIOR ART. #19)(TA'D 7-22-2014).....	17
ARTICLE 26. NO STRIKE, NO LOCK-OUT (PRIOR ART. #20)(TA'D 7-1—2014)	17
ARTICLE 27. GRIEVANCE AND ARBITRATION PROCEDURE (PRIOR ART. #21) (TA'D 7-1—2014).....	17
ARTICLE 28. IMPASSE PROCEDURE (PRIOR ART. #23)(TA'D 8/11/2014)	19
ARTICLE 29. MISCELLANEOUS PROVISIONS (PRIOR ART. #22, #24)(TA'D 9/17/2014 AND 9/25/2014).....	20

LABOR AGREEMENT

ARTICLE 1. PARTIES TO THE AGREEMENT (NEW ART #) (TA'D 7-1-2014)

Section 1. This AGREEMENT is entered into by and between El Paso County ("County") and the El Paso County Sheriff's Officers' Association, Inc. ("Association"), jointly referred to as the "parties".

Section 2. This Agreement is authorized pursuant to the Texas Fire and Police Employee Relations Act, Chapter 174, TLGC.

Section 3. As used in this Agreement, the masculine gender shall be deemed to include the feminine, and the singular shall be deemed to include the plural except when the context clearly requires otherwise.

ARTICLE 2. DEFINITIONS (PRIOR ART. #1) (TA'D 7-1-2014)

As used in this Agreement, the following words and phrases have the meaning hereinafter defined:

"AGREEMENT" means the Collective Bargaining Agreement between the County and the Association.

"ASSOCIATION" means El Paso County Sheriff's Officers' Association, Inc.

"ASSOCIATION ATTORNEY" means one or more attorneys, duly licensed by the State of Texas who have been retained by the Association to represent the Association and/or the Employees.

"ASSOCIATION REPRESENTATIVE" means the designated individual or alternate individual to represent the Association and/or bargaining unit employees in the administration of this Agreement.

BARGAINING UNIT means those employees within the Sheriff's Office who fit within the definitions of a covered employee as defined by Chapter 174, TLGC and applicable case-law.

"COMMISSIONERS' COURT" means the governing body of El Paso County, Texas consisting of four (4) County Commissioners and the County Judge.

"COUNTY" means the County of El Paso, Texas.

"COUNTY ATTORNEY" means the duly elected or appointed County Attorney of the County and includes any assistant county attorneys.

"COUNTY COMMISSIONER" or "COMMISSIONER" means the duly elected or appointed Commissioner for each of the four (4) precincts in the County.

"COUNTY JUDGE" means the duly elected or appointed County Judge who is primarily charged with the administration of the County.

"DEPUTY" or "DEPUTIES" means each (or each and every) sworn licensed full-time paid appointed deputy, who regularly serves in a professional law enforcement capacity in the Sheriff's Office.

"DETENTION OFFICER" means each (or each and every) licensed full time paid detention officer, who regularly serves in a detention capacity in the Sheriff's Office.

"EMPLOYEE(S)" means a member(s) of the bargaining unit.

"IMMEDIATE FAMILY" means: spouse, children, foster children or any other ward legally placed by a government agency, brother, sister, parent, grandparent, grandchild, in-laws, step and half relatives of the same, blood relatives living in the same household, and an individual living in the household who has certified with Human Resources under the provisions of the Plus One Qualify Adult or Child provisions of the County's Health Plan. (Note: Does not require participation in the health plan for the certification to be valid for leave purposes)

"OTHER COUNTY EMPLOYEES" means each (or each and every) full-time permanently employed person (or persons) who work for the County other than members of the bargaining unit.

"REGULAR RATE" has the meaning assigned to the term by the Fair Labor Standards Act, 29 U.S.C. §201 et. seq., and implementing regulations.

"SHERIFF" means the duly elected or appointed Sheriff of El Paso County.

"SHERIFF'S OFFICE" or "OFFICE" means the Office and/or division of the County which is directed by the Sheriff and whose deputies and employees are under his jurisdiction.

"TCOLE" refers to the Texas Commission on Law Enforcement, formerly TCLEOSE, Texas Commission on Law Enforcement Officer Standards & Education.

"TLGC" – refers to the Texas Local Government Code, as amended.

ARTICLE 3. RECOGNITION (PRIOR ART. #2)(TA'D 7-1-2014 W EDIT)

The County recognizes the Association as the sole and exclusive bargaining agent for all deputies and detention officers in the Sheriff's Office of El Paso County, except the Sheriff.

ARTICLE 4. DURATION OF THE AGREEMENT (PRIOR ART. #25)(TA'D 9/25/2014)

Section 1. This Agreement shall be effective as of the 1st day of October, 2014 and shall remain in full force and affect until the 30th day of September, 2019.

Section 2. However, if the parties have not agreed upon a new agreement by September 30, 2019, this agreement shall thereafter continue in effect without change until it is superseded by a new agreement between the parties or September 30, 2020, whichever occurs first.

ARTICLE 5. MANAGEMENT RIGHTS (PRIOR ART. #3)(TA'D 7-23-2014)

Section 1. The County and the Sheriff retain and possess all rights and powers not expressly limited by some written provision of this Agreement or Chapter 174, TLGC, in the manner and form they existed prior to the enactment of Chapter 174, TLGC including, by way of example but not limitation, the right to plan, expand, and/or reduce the protective force of the County; the right to introduce any new or improved methods, procedures, equipment or facilities;

determine or change methods of doing business; create new jobs or job classifications; discontinue, realign or consolidate existing job classifications and determine the particular jobs and classifications to be filled; determine the number of positions to be funded; and to enter into contracts with private or public sector employers for the performance of any work deemed necessary.

Section 2. During the term of this Agreement, the County agrees that it will not privatize any job currently being performed by members of the bargaining unit.

ARTICLE 6. MAINTENANCE OF STANDARDS (PRIOR ART. #27)(TA'D 7-1-2014)

All standards, privileges, and working conditions enjoyed by the employees at the effective date of this Agreement, which are not included in this Agreement, shall remain unchanged for the duration of the Agreement.

ARTICLE 7. ASSOCIATION MEMBERSHIP, NON-DISCRIMINATION AND DUES CHECK-OFF (PRIOR ART. #4) (TA'D 7-23-2014)

Section 1. Membership in the Association shall be voluntary on the part of employees. Neither the County, employees in the unit, nor the Association shall in any way, either directly or indirectly, threaten, coerce, or intimidate employees into either joining or refusing to join the Association.

Section 2. The Association, its officers, representatives, members, and other employees covered by this Agreement, shall not discriminate against any employee because of his or her membership or non-membership in the Association or because of such employee's race, color, religion, national origin, sex, sexual orientation, age, disability, pregnancy, or genetic information.

Section 3. The County shall not discriminate against any employee because of his or her membership or non-membership in the Association or because of such employee's race, color, religion, national origin, sex, sexual orientation, age, disability, pregnancy, or genetic information.

Section 4. The County shall deduct on each payday Association dues from each individual employee who has voluntarily authorized Association dues deductions in accordance with the requirements of §155.002, TLGC. (Acceptable form is attached hereto as Appendix A)

Section 5. The County, shall deduct on each payday C.L.E.A.T. dues from each employee who has voluntarily authorized C.L.E.A.T. dues deductions. (Form is attached hereto as Appendix A)

Section 6. The County shall deduct on each payday Political Action Committee (PAC) donations from each employee who has voluntarily authorized PAC deductions. (Form is attached hereto as Appendix A)

Section 7. Any employee wishing to withdraw his/her authorization for Association, C.L.E.A.T., or PAC dues deductions must submit either in person, or electronically, on an appropriate form to the office of the County Auditor, withdrawing authorization for deductions. The office of the County Auditor can provide an appropriate form. The employee should also give notice to the Association President.

Section 8. The County shall provide the Association President a report by email of all dues deductions per pay period.

Section 9. The amount of dues shall be the amount set forth in the letter of request signed by the President of the Association and/or C.L.E.A.T. and approved in writing by the employee to satisfy applicable statutory requirements (approved form attached as Appendix A). However, employees who have submitted a dues deduction form prior to the effective date of this Agreement will not be required to submit a new form (Appendix A); the prior form will be honored unless the employee takes affirmative steps to withdraw his/her approval.

Section 10. The County shall not be obligated to deduct dues or deduct any sum provided for herein until the respective organization provides a legal and binding letter from the President or legally authorized agent of the Association and/or C.L.E.A.T. agreeing to indemnify, defend and hold the County harmless against any claims, demands, suits, for any action taken by the County for the purposes of complying with the provisions of this Article.

Section 11. All amounts deducted pursuant to this Article shall be paid to the legally-designated representative of the Association and/or C.L.E.A.T. in accordance with reasonable procedures established by the County Auditor as established by statute and laws of the State of Texas.

Section 12. The County shall not aid, abet, nor in any manner assist the formation, organization, or continued operation of any rival labor organization.

ARTICLE 8. TRAINING PROVISIONS (PRIOR ART. #5)(TA'D 7-1-2014)

Section 1. The County shall make a reasonable effort to provide funding so that every deputy and detention officer has opportunity to attend at least forty (40) hours of in-service law enforcement training every year.

Section 2. The County shall provide the facilities for and provide funding for semi-annual firearms qualifications for all deputies and detention officers required to carry firearms.

Section 3. The County shall replace at least 50 rounds of duty ammunition annually for an employee's duty handgun and all Office issued firearms.

ARTICLE 9. WAGES (PRIOR ART. #6)(TA'D 9/25/2014)

Section 1. Employees covered by this Agreement shall be paid according to the Wage Schedule for the respective fiscal years covered by this Agreement. The Wage Schedules for each year will be expressed as an hourly amount for each rank and step, and the adjustments specified in this Article will be made to that hourly rate. See Appendix "B", which is hereby incorporated by reference into this Agreement.

Section 2. The Wage Schedules are defined by ranks and by steps, as reflected in the attached Wage Schedules.

Section 3. The Wage Schedules implemented on April 1, 2014 shall be used as a baseline to implement a new Wage Schedule that initially accomplishes the following transitions:

- a. It provides for a 2.5% improvement, effective 10/1/2014 to all members of the bargaining unit, regardless of what rank and step the employee is in on 10/1/2014.

- b. It also provides that all future Step increases shall be at intervals of approximately 2.5%, as reflected in the expanded Wage Schedule.
- c. It also adds a new top Step for Deputy Sergeants at 5% under the 4/1/2014 Wage Schedule, but resulting in two additional steps at the 2.5% Wage Scale.
- d. It also adds one new top Step for Deputy Lieutenants at 2.5%.

Section 4. The County also agrees that for each of the fiscal years identified in this Agreement and the Wage Schedule, it will budget and fund the necessary appropriations to pay for the automatic seniority based Step increases that occur for individual employees during the respective fiscal year.

Section 5. The County agrees that in the 2nd year of this Agreement (FY 2016; effective October 1, 2015) it will apply a 1.5% upward adjustment to the Wage Schedule to all ranks and steps.

Section 6. The County agrees that in the 3rd year of this Agreement (FY 2017; effective October 1, 2016) it will apply a 1.5% upward adjustment to the Wage Schedule to all ranks and steps.

Section 7. The County agrees that in the 4th year of this Agreement (FY 2018; effective October 1, 2017) it will apply a 1.5% upward adjustment to the Wage Schedule to all ranks and steps.

Section 8. The County agrees that in the 5th year of this Agreement (FY 2019, effective October 1, 2018) it will apply another 1.5% adjustment to the Wage Schedule to all ranks and steps.

Section 9. The parties understand and agree that any improvements to the Wage Schedules specified above become effective in the first full pay period following October 1 of the fiscal year in which the improvement is specified.

Section 10. Time in Step Requirement. To be eligible for a step increase, an employee must have served a minimum of one year in the next lower step. All step increases shall become effective on the first day of the first full pay period after which the employee is entitled to the increase. The employee's anniversary date for determining entitlement to a step increase is the date the employee was first placed or promoted into his/her rank or step.

Section 11. Promotional Minimum Increase. A detention officer who becomes a deputy, or an employee who is promoted to a higher rank, will be placed in the first step in the new rank that provides for minimum of approximately 5.0 % increase in salary or the highest step in the new grade, whichever is lower.

ARTICLE 10. SUPPLEMENTAL PAYS (PRIOR ART. 6) (TA'D 9/25/2014)

Section 1. Certification Pay. Any employee holding an intermediate certificate as issued by the TCOLE shall receive \$75.00 per month in addition to his or her regular pay. Any employee holding an advanced certificate from the Commission shall receive \$125.00 per month in addition to his or her regular pay. Any employee holding a master certificate from the Commission shall receive \$150.00 per month in addition to his or her regular pay.

Section 2. FTO Pay. Field Training Officers (FTO's), as appointed by the Sheriff, shall receive \$125.00 per month in addition to their regular pay. Only FTO's may serve in a field training capacity.

Section 3. Other Assignment Pays. Employees assigned SWAT, Crisis Negotiation, Search and Rescue, and Special Response Team shall receive \$25.00 per month in addition to their regular pay during such assignment.

Section 4. Shift Differential Pay. All officers who are assigned, ordered or volunteer to work a shift that begins after 12:00 p.m., including but not limited to shifts currently referred to as the Evening or "Swing" shifts are to receive \$.15 per hour differential pay. All officers who are assigned, ordered or volunteer to work a shift that begins on or after 7:00 p.m., including but not limited to shifts currently referred to as the "Graveyard" shifts are to receive \$.30 per hour differential pay. Employees under no circumstances shall be eligible to receive both the swing shift differential and the graveyard shift for the same hours of work.

Section 5. Educational Incentive Pay shall be provided to employees who have an Associate's Degree, a Bachelor's Degree, or a Master's Degree from an accredited university or college. Entitlement to the educational incentive pay shall begin on the first regular payday following the pay period in which the degree is obtained. The individual employee holding or obtaining such degree shall be responsible for furnishing documented proof of the degree to the Training Academy before the pay period in which the employee should receive such pay above.

Section 6. Educational Incentive Pay shall be at the following rates:

- a. Forty dollars (\$40.00) per month for an Associate's Degree.
- b. Eighty dollars (\$80.00) per month for a Bachelor's Degree.
- c. One Hundred and Thirty dollars (\$130.00) per month for a Master's Degree.
- d. Any employee shall be eligible for only one level of educational incentive pay at any given time.

ARTICLE 11. SUPPLEMENTAL BENEFITS (PRIOR ART. #28)(TA'D 7-22-2014)

Section 1. Dental, Optical and AD&D Insurance. The County shall contribute \$65.00 per employee per month to the C.L.E.A.T. Benefit Trust to provide dental, optical and accidental death and dismemberment insurance coverage for each employee and their eligible dependents.

Section 2. Either party can reopen negotiations on this Article once during the term of this Agreement if either party believes that fiscal circumstances warrant reopening.

Section 3. If during the term of the Agreement the C.L.E.A.T. Benefit Plan is required to increase contributions for dependent coverage, the employee shall have the option of dropping their dependents or paying the additional contribution.

Section 4. The C.L.E.A.T. Benefit Plan shall provide the Association written notice of any contribution increase at least 180 days in advance of a new plan year. The County shall deduct the employee's cost from the employee's paycheck if requested to do so in writing by the Association.

Section 5. The trust document and plan benefits will be provided to the Association and the County, and to any employee, upon request.

Section 6. Upon request made no more often than once per year, C.L.E.A.T. shall provide the County Auditor with an annual report. This report shall include the aggregate receipts and disbursements by category and coverage level for dental, optical, and AD&D, along with any associated administrative fees for this bargaining unit.

Section 7. The C.L.E.A.T. Benefit Trust shall indemnify, defend and hold harmless the County from any claim or cause of action brought by any employee or affected family member resulting from the operation of this Article.

Section 8. The County shall make payments to the C.L.E.A.T. Benefit Trust on or before the first day of each month.

Section 9. For one vendor selected by the Association and identified in writing to the County within 30 days of the start of this Agreement, the County shall deduct life insurance and/or disability insurance premiums on the regular payday for all County employees from each individual employee who has voluntarily authorized such deductions. A written request for life insurance and/or disability insurance payroll deductions shall:

- a. provide the amount of the deduction;
- b. provide that the amount is to be transferred to the vendor;
- c. be signed by the employee; and,
- d. delivered to the El Paso County Auditor.

Section 10. Employees who are currently enrolled with the other two existing vendors shall be grandfathered and allowed to continue making deductions; but no additional employees will be allowed to sign up with these vendors.

ARTICLE 12. TEMPORARY ASSIGNMENTS (PRIOR ART. #7)(TA'D 7-23-2014)

Section 1. Any employee temporarily assigned to a higher ranking position that is either vacant or whose incumbent is on a leave status that exceeds thirty calendar days, shall receive the pay for that higher rank. Employee temporarily assigned under this section will be paid from the first day of the assignment if the assignment begins on the first day of the pay period. If the assignment begins after the first day of the pay period, the employee will be paid beginning on the first full pay period following the assignment.

Section 2. An employee temporarily assigned to a higher ranking position on the incumbent's scheduled day(s) off shall receive the pay for that higher rank only when the cumulative total of such assignments exceeds thirty work days per year. The employee's temporary status shall be calculated during each fiscal year and restarts each October 1st. An employee temporarily assigned under this Section will be paid commencing on the 31st day the employee serves in the position for the days assigned to the higher position.

Section 3. Upon returning to his original assignment, the employee shall receive any and all pay increases for his classification as if he had never left his original assignment.

Section 4. No temporary assignment under this Article shall be considered a promotion.

ARTICLE 13. OVERTIME: FLSA AND NEGOTIATED (PRIOR ART #8)(TA'D 9/25/2014)

Section 1. Overtime pay will be paid in accordance with the provisions of the Fair Labor Standards Act (FLSA), and this Agreement.

Section 2. Payment for overtime shall be made on the first regular payday following the pay-period in which overtime is worked, unless overtime compensation cannot be computed until some later date, in which case the overtime will be paid on the next regular payday after such computation can be made.

Section 3. For FY 2015 overtime shall be paid for all hours worked in excess of 80 hours during any scheduled fourteen day work period. A work period is defined as beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the second Saturday thereafter.

Section 4. Beginning in FY 2016 (commences October 1, 2015) overtime shall be paid for all hours worked in excess of 84 hours during any scheduled fourteen day work period. A work period is defined as beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. on the second Saturday thereafter.

Section 5. All employees from the rank of Commander and above are exempt from the overtime requirements of this Agreement.

Section 6. "Hours Worked" for OT Calculation Purposes. Only vacation time, holiday leave, personal days, and military leave time will be treated as "hours worked" for purposes of calculating FLSA overtime. No other paid time off shall be treated as hours worked.

Section 7. The overtime hourly rate shall be calculated in accordance with FLSA requirements.

Section 8. Nothing in this article shall be construed as impairing the existing prerogative of the Sheriff to order any employee to work overtime hours.

Section 9. Notwithstanding the foregoing Section, and except for any period in which the Sheriff has declared an emergency, employees shall be guaranteed a minimum of two consecutive calendar days off every work week (Work Week defined as 12:00 am Sunday to 11:59 pm Saturday), regardless of the shift schedule.

Section 10. Except in case of an emergency, employees working a twelve (12) hour shift shall be guaranteed a thirty (30) minute uninterrupted lunch break.

Section 11. Other categories of negotiated overtime shall be as follows:

- a. Court time shall be calculated at time-and-one-half with a three (3) hour minimum if the employee is eligible for overtime.
- b. A non-judicial pre-trial conference with attorneys for the State or the County will be paid at time-and-one-half the employee's regular rate. If the employee is scheduled for a non-judicial pre-trial conference on his days off, the employee must attempt to reschedule the appointment. If the employee is unable to reschedule the appointment for a scheduled work day, the employee must certify in writing that he has attempted to reschedule to be entitled to the three-hour minimum subject to overtime eligibility.

- c. If the Court time or non-judicial pre-trial conference is within one hour of the beginning or end of the employee's shift, the employee will be compensated at one-and-half times the employee's regular rate with no hourly minimum, subject to overtime eligibility.

Section 12. Pending grievances and lawsuits related to this Article.

- a. The following pending grievances and lawsuits will be withdrawn with prejudice, specifically, 1) the 12 hour schedule (arbitration and lawsuit); 2) the weekly posting schedule grievance; and 3) the 30 minute meal break grievance.
- b. In addition, with respect to the two pending jury duty leave grievances [EP-12-032 and EP-13-186], the County agrees to pay out the monetary values claimed, but with no admission of liability, no future precedential value, and a dismissal or withdrawal of the jury duty grievances with prejudice.

ARTICLE 14. PAID TIME OFF: VACATION (PRIOR ART. #9)(TA'D 9/17/2014)

Section 1. Employees covered by this Agreement shall be eligible to take vacation leave with pay after completing six (6) months of continuous service with the County.

Section 2. Based upon years of service to the County, employees shall accrue vacation leave at the following schedule:

YEARS OF SERVICE	ACCRUAL HOURS PER PAY PERIOD	ACCRUAL HOURS ANNUAL
0 - 10	4.615	120
10-15	5.538	144
15 - 20	6.462	168
Over 20	7.385	192

Section 3. Employees shall be permitted to accumulate vacation hours up to 320 hours in addition to any vacation leave accrued during the anniversary year. There will be no accrual in excess of the authorized limit. Employees shall not lose any accrued vacation if they are in the process of taking their vacation days during their anniversary date.

Section 4. Vacation leave may be granted to employees for personal matters in increments of four (4) hours, subject to the approval of the Sheriff. If reasonably possible, such request must be made at least twenty-four (24) hours in advance. If an employee requests his vacation in a block of one week or more, it shall be granted on a seniority basis if the request is made at least thirty (30) calendar days in advance. For the purposes of this article, seniority is defined as service with the Office regardless of rank or classification.

Section 5. Supervisors shall act on vacation leave requests made at least thirty (30) days in advance within seven (7) calendar days of their submission. Once a request is granted, it may not be rescinded or cancelled except in an emergency, even if a more senior employee

thereafter requests leave for the same period. A more senior employee's request thereafter will only be granted if there are still vacation slots available.

Section 6. An employee who has accrued vacation time to his credit at the time of termination of his employment shall either:

- a. Be permitted to take his accrued vacation; or,
- b. Be paid in a lump sum payment at his rate of pay at the time of termination for all such accrued vacation time.

Section 7. The scheduling of vacation leave is at the discretion of the Sheriff. Vacation may be granted to employees for personal matters in increments of one (1) day with permission of the employee's immediate supervisor. Vacation leave may be granted to employees for personal matters in increments of four (4) hours, subject to the approval of the Sheriff.

Section 8. After one (1) year of continuous service, should an employee terminate employment with the County, he will be paid for accrued vacation.

Section 9. If a holiday referred to in the Holiday Article falls during an employee's vacation, it shall not be counted against accrued vacation leave.

ARTICLE 15. PAID TIME OFF: HOLIDAYS (PRIOR ART. #10)(TA'D 9/25/2014)

Section 1. Employees covered by this Agreement shall be eligible for the following holidays:

- a. New Year's Day;
- b. Martin Luther King Day;
- c. Memorial Day;
- d. Independence Day;
- e. Labor Day;
- f. Thanksgiving Day; and,
- g. Christmas Day.

Section 2. Beginning in the 3rd year of this Agreement (FY 2017), the County will add "Veterans Day" to the holiday list specified above.

Section 3. Holiday Period Specified. For purposes of this provision, a holiday begins at twelve midnight of the specified day and ends at twelve midnight at the end of the specified day, regardless of what day of the week that the holiday is observed.

Section 4. Holiday Pay. Employees shall receive eight (8) hours of paid holiday pay for the authorized holiday in the applicable payroll cycle that covers the holiday. The officer will receive holiday pay regardless of whether the employee actually works on the holiday, subject only to any forfeiture provisions otherwise contained in this Agreement.

Section 5. Premium Holiday Pay For Productive Hours Worked. Employees who in fact work on a specified holiday shall receive premium holiday pay at the rate of one and a half (1.5) times their regular rate of pay for actual hours worked in the holiday period specified

above. Premium pay for actual hours worked shall be over and above the holiday pay specified above.

- a. In effect, Employees who do not in fact work on a holiday shall not receive premium holiday pay but shall be limited to only the holiday pay specified above, except as is otherwise provided in this Agreement.
- b. Premium holiday pay for actual hours worked shall be paid regardless of whether the officer was scheduled to work on that day or not.

Section 6. Forfeiture of Holiday Pay. The holiday pay specified above shall be forfeited under the circumstances outlined below:

- a. Employees scheduled to work on a holiday, but who do not in fact work on a holiday may utilize other paid time off, such as sick leave or vacation leave, if appropriate, but shall forfeit the holiday pay provided for in this provision.
- b. Employees who are not scheduled to work on a holiday, but who are scheduled to work on a day before or after a holiday specified above shall automatically forfeit holiday pay for that holiday if they invoke the use of any paid time off on the scheduled work day before or after the specified holiday.
- c. Pre-approved leave time for holidays and work days before and after the specified holiday shall not be subject to the foregoing forfeiture provisions.
- d. An employee may appeal the forfeiture of holiday pay under this provision to the Sheriff on the ground that use of paid time off (sick, vacation, or other) was due to a bona-fide illness, injury, or other emergency beyond the employee's control. The Sheriff's decision over the forfeiture of holiday pay may be appealed to the Sheriff's Office Civil Service Commission as a non-disciplinary grievance pursuant to Chapter 10 of those Rules, and the decision of the Commission shall be final.

Section 7. No other holiday pay benefit shall be allowed to members of the bargaining unit, and any existing policy or past practices of accruing holiday hours shall be and is expressly discontinued.

Section 8. The provisions of this Article override any provisions to the contrary contained in an applicable civil service statute.

ARTICLE 16. PAID TIME OFF: SICK LEAVE (PRIOR ART. #11)(TA'D 9/25/2014)

Section 1. Employees are granted time off with pay in the event of personal illness, injury or other temporary disability. An employee may use accrued sick leave to care for one or more member(s) of the employee's immediate family.

Section 2. Employees may not use sick leave until they have completed a minimum of three months of full time service with the County.

Section 3. The County agrees to maintain a sick leave pool in accordance with Chapter 157, TLGC.

Section 4. Sick leave is accumulated from the date of employment for all employees at the rate of 4.616 hours per pay period, for a total of 120 hours per fiscal year. Accrual of sick leave is capped at 1,040 hours.

Section 5. Grandfathered Hours. Employees who have accrued sick leave hours in excess of the foregoing cap at the time this Agreement is approved shall have those accrued hours grandfathered, provided, however, that the accrual of sick leave shall be frozen unless and until the sick leave accrual falls below 1,040 hours. Upon separation only, employees with grandfathered sick leave hours remain eligible for a sick leave pay-out at the rate of 1 to 3 for those grandfathered hours.

Section 6. To be eligible for sick leave pay, the employee is required to notify a Supervisor at the beginning of the work day. Absences of three (3) consecutive shifts or more for sick leave or dependent illness may be required to be verified by a licensed physician. The verification, in the form of a certificate or statement, is to be presented to the Supervisor upon returning to work. Verification of sick leave utilization may also be required if sick leave abuse is reasonably suspected. The supervisor will, at the employee's request, meet with the employee, and explain the reasons sick leave abuse is suspected.

Section 7. Sick Leave Pay-Out on Separation. Employees who separate from employment will receive a sick leave payout up to 1040 hours at the rate of pay being earned on the date of separation as follows:

- a. On the first 720 hours of accumulated leave the County will purchase back those hours at the rate of one for one.
- b. On the second 320 hours of accumulated leave, the County will purchase back those hours at the rate of one for three.

ARTICLE 17. OTHER PAID TIME OFF AND UNPAID LEAVE (PRIOR ART. #12)(TA'D 9/25/2014)

Section 1. Personal Time Off. Employees shall receive a total of 36 hours of personal time off to be observed at a time mutually agreed to by the employee and the Sheriff. Personal time may be used in one hour increments.

- a. If the personal time off is not utilized by the end of the fiscal year in question, it shall be forfeited, unless the employee can demonstrate in writing that he/she made reasonable efforts to schedule and take the personal time off.
- b. If the employee demonstrates in writing reasonable efforts to utilize the personal time, then the personal hours off shall be converted to vacation hours if the employee's vacation leave account is below the specified caps or paid if the vacation leave account is at the specified caps.

Section 2. Funeral (Bereavement) Leave. Employees shall be granted three days funeral leave for a death in the immediate family. In the case of the death of any other relative, the employee shall be granted funeral leave for one day to attend the funeral. In the case of any other person, the employee may, at the discretion of the Sheriff, be granted funeral leave for one day to attend the funeral.

Section 3. Jury Duty.

- a. An employee shall notify his/her supervisor as soon as possible of receipt of a jury duty summons.
- b. Jury duty shall be granted with pay if served during an employee's regularly scheduled tour of duty. Only such time as is required by the particular court shall be allowed.
- c. For employees scheduled to work the graveyard shift the day before or after jury duty, the employee may request at the time of notification to the supervisor that his/her schedule be adjusted to accommodate jury duty service. If scheduling permits, the supervisor shall make reasonable efforts to adjust the employee's schedule to accommodate jury duty.

Section 4. Military Leave. The County will abide with its legal obligations as an employer under the Texas Government Code and the federal USERRA (Uniform Services and Employment and Reemployment Rights Act, as amended).

Section 5. Unpaid Leaves. The County recognizes that employees may need time off from work without pay to relieve hardship to the employee and his family arising out of unanticipated circumstances. A leave of absence may be granted in order to protect length of service and benefit rights of eligible employees during this time off. A leave of absence is defined as approval granted to an employee to be absent from work without pay for a specified period of time not to exceed thirty (30) calendar days. Employees who have completed a minimum of six (6) months of continuous service with the Office may request a leave of absence. Such request must be submitted in writing to the Sheriff and include the beginning and ending dates of leave. Approval will be at the discretion of the Sheriff and will depend on Office work load. Thirty (30) calendar days' advance notice must be given for non-emergency leaves.

Section 6. Benefits During Leaves. By making arrangements with the County Auditor's office, employees may maintain their health care benefits provided through the County by paying the employee premiums as they become due during the leave specified in this Article, but other benefits do not accrue during a leave of absence.

Section 7. FMLA Leave. The County will comply with the Family and Medical Leave Act. In addition, the Sheriff will approve up to an additional 90 days of leave without pay following the expiration of any entitlements under FMLA if the employee presents documentation by a U.S. based health care provider indicating that the employee will return to work within the 90 day extension period.

Section 8. If an employee does not return to work, regardless of the type of leave, the employee shall be deemed to have abandoned the position and resigned effective as of the last day worked or on approved leave.

Section 9. With respect to any leave set forth in this Article, an employee who goes on a leave of absence is not guaranteed his vacated position upon return, except as otherwise required by law. The County will make reasonable efforts to provide the employee a similar position in pay and responsibility for which the employee is qualified upon his/her return from any leave of absence.

ARTICLE 18. TIME OFF FOR ASSOCIATION BUSINESS (PRIOR ART. #26)(TA'D 8/11/2014)

Section 1. The County will not permit employees to use work time to conduct Association business. Association business must not be conducted at the expense of the County. All Association business conducted by an employee in lieu of his work time must be on his own leave without pay, paid for by the Association, or must be accounted for in the Association leave pool records maintained in accordance with this Article. However, attendance by employees required by the County or Sheriff shall never be construed as Association leave. Nothing herein prevents incidental responses from Association officials to inquiries regarding Office procedures, practices and personnel matters.

Section 2. In October 2014, the County shall deduct four (4) hours from each Association member's credited vacation time and credit the total hours to a pool for use by the Association for Association business as defined by the contract between the Sheriff and the Association and for release of the Association President on a full-time basis. Commencing October 2015, and each October thereafter, the County shall deduct five (5) hours from each Association member's credited vacation time and credit the total hours to the Association Business Pool.

Section 3. Should any member willingly and voluntarily give or provide additional hours of credited vacation leave time to the pool, he or she may do so in writing (via form or via email) which is delivered to the Association President and the County Auditor's Office. The Auditor's Office shall provide the Association President with a statement as to the leave balance in this pool every sixty (60) calendar days.

Section 4. Pool hours taken will be recorded on a form containing the following information: (1) the employee's name, (2) the employee's job assignment, (3) the nature of the association business being taken, and (4) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be permanently maintained by the County Auditor.

Section 5. The Association agrees to indemnify the County and the Sheriff and hold them harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any actions taken by the County, Sheriff, or Association for the purpose of complying with the provisions of this article.

ARTICLE 19. RETIREMENT (PRIOR ART. #13)(TA'D 7-22 & 23-2014)

Section 1. Unless the Legislature alters the governing statute, the present retirement system shall remain in force and effect for the term of this Agreement.

Section 2. Should the County increase the benefits to other County employees, members of the bargaining unit shall receive any and all benefits, provided further that in no event shall the benefits be reduced.

Section 3. If the Legislature alters the governing statute in a way that reduces or eliminates retirement benefits, or if a bona-fide fiscal emergency occurs, either party may reopen this Article once during the term of this Agreement.

ARTICLE 20. INSURANCE (PRIOR ART. #14)(TA'D 7-22 & 23-2014)

All employees shall receive the same coverage of health and life insurance as all other county employees. Similarly, all employees shall pay any increases in insurance premiums which other county employees are required to pay during the duration of this contract.

ARTICLE 21. MOTOR VEHICLE ACCIDENTS (PRIOR ART. #15)(TA'D 7-1-2014)

Section 1. The County shall provide each employee who drives a County vehicle with automobile liability and collision insurance.

Section 2. No employee shall be required to reimburse the County for any loss or damage to County property arising out of a motor vehicle accident involving a county vehicle unless the loss or injury was a direct and proximate result of that employee's gross neglect or intentional tortious action.

ARTICLE 22. INJURY ON DUTY: PAYMENT OF MEDICAL EXPENSES (PRIOR ART. #16) (TA'D 7-1-2014)

Section 1. The County shall make available to the members of the bargaining unit those benefits identified in Art. III, §52e of the Texas Constitution to the fullest extent required by law.

Section 2. Each employee who is injured in the course of official duties and who is incapacitated shall continue to receive his/her salary for the duration of the incapacitation or the expiration of the term of office to which the Sheriff was appointed or elected, whichever occurs first.

Section 3. The County agrees to pay all medical expenses, doctor bills and hospital bills for employees who are injured in the course of their official duties.

Section 4. Workers' compensation benefits payable to an injured-employee shall be reduced by any amount paid in accordance with this Article.

ARTICLE 23. LEGAL DEFENSE (PRIOR ART. #17)(TA'D 7-1-2014)

Section 1. The County shall provide a legal defense in accordance with the provisions of §157.901, TLGC, except where:

- a. the employee's conduct giving rise to a civil action is outside the scope or performance of his official duties; or,
- b. where employee's conduct giving rise to the civil action constitutes gross or wanton negligence, recklessness, or intentional wrongdoing, or where criminal proceedings are in process from the cited conduct.

Section 2. In all cases where legal representation is to be furnished to the employee, the County Attorney may represent the employee or the Commissioners' Court shall hire an outside attorney to represent the employee. All costs of said legal representation shall be borne by the County.

Section 3. All employees afforded legal representation by the County shall cooperate fully with the County Attorney or the outside attorney, and shall provide information as requested by the County Attorney or the outside attorney for the duration of the litigation including all appeals. Any failure of the employee to cooperate or provide information as set out above or who otherwise violates this Article shall be subject to the denial of further legal representation and/or termination of the obligation.

Section 4. No provision of this Article shall in any way affect other rights or remedies the County may have.

ARTICLE 24. UNIFORM AND EQUIPMENT (PRIOR ART. #18)(TA'D 7-1-2014)

Section 1. The County shall provide and maintain the following uniform and equipment items to each deputy required by the Office to have the items:

- a. one (1) winter jacket;
- b. one (1) windbreaker and liner;
- c. five (5) summer shirts;
- d. five (5) uniform pants;
- e. required insignia;
- f. one (1) set of rain gear;
- g. five (5) winter shirts;
- h. one (1) fitted personal vest (soft body armor-threat level 2A or above); and
- i. one (1) current electronic copy of the "Texas Criminal and Traffic Law Manual" or its equivalent.

Section 2. The County shall purchase and maintain thirty-five (35) raid jackets with built-in armor and distinctive Sheriff's Logo for use by non-uniform deputies.

Section 3. The County shall provide the following uniform and equipment items to each Detention Officer required by the Office to have the items:

- a. five uniform pants;
- b. five uniform shirts;
- c. one windbreaker with liner; and,
- d. required insignia.

Section 4. The County shall replace or repair each of the foregoing, and personal property, excluding personal clothing, of an employee up to the value of \$200 with respect to each incident if the property is irreparably damaged in the line of duty through no negligence of the employee. Otherwise, each employee shall be responsible for replacing or repairing the said items. The County shall replace or repair an employee's firearm up to the market value with respect to each incident if the property is irreparably damaged in the line of duty through no negligence of the employee. The Commissioners' Court shall determine whether any of the items referred to in this Article should be replaced or repaired at County expense, subject to the grievance procedure set forth in this Agreement.

Section 5. Non-uniformed employees shall receive a clothing allowance of thirty-five (\$35.00) per month. Upon assignment from uniform service to non-uniformed service, the employee shall return all uniforms and equipment previously provided.

Section 6. Upon termination of employment, an employee shall return all items set out above to include all property previously issued by the County.

ARTICLE 25. POLITICAL ACTIVITIES (PRIOR ART. #19)(TA'D 7-22-2014)

Section 1. Employees shall not be permitted to take an active part in any political campaign if they are in uniform or on active duty.

Section 2. Employees are not required to contribute to any political fund or render any political service to any person or party whatsoever; no employee shall be removed, reduced in classification or salary, or otherwise prejudiced by refusing to do so or because he desires to do so.

Section 3. Employees shall not be restricted from political activities except as is specifically provided in this Article.

ARTICLE 26. NO STRIKE, NO LOCK-OUT (PRIOR ART. #20)(TA'D 7-1—2014)

Section 1. The County agrees that it will not authorize, ratify, encourage, or otherwise support any lockout of employees during the term of this Agreement.

Section 2. The Association agrees that neither it, its officers or members will authorize, ratify, encourage, or otherwise support any strike, slow-down, overtime boycott, sick-out, sympathy strike, picketing for the purpose of coercing any change in wages or working conditions, or any other form of cessation of or interference with the operations of the County for any reason during the term of this Agreement. It is expressly understood and agreed that the refusal of employees to cross and work behind the picket line of any union or labor organization or to refuse to enforce applicable laws and regulations at the site of any picketing or labor dispute shall constitute a violation of this Article.

Section 3. Any employee or employees who violate the terms of this Article shall be subject to the penalties authorized by Chapter 174, TLGC.

ARTICLE 27. GRIEVANCE AND ARBITRATION PROCEDURE (PRIOR ART. #21) (TA'D 7-1—2014)

Section 1. Definition of Grievance. The term "grievance" as used in this Agreement means only a dispute arising during the term of this Agreement involving the proper interpretation or application of a specific provision of this Agreement.

Section 2. Processing of Grievances. The following procedure shall be followed in processing grievances:

Step 1. An employee or employees having a grievance shall submit it in writing to the Association with a written copy to the Sheriff and the County Judge's designee within fifteen (15) calendar days following the employee or employee's actual or constructive knowledge of the alleged act, omission, occurrence, or event giving rise to the grievance. The Association may prosecute a class action grievance in cases where the subject of the

grievance is an on-going practice by the County which affects two or more employees or the bargaining unit as a whole (“Class Action”).

If the Association chooses to pursue a grievance as a class action grievance, neither the individual employee or employees nor the Association may pursue a separate individual grievance concerning the same matter. Further, if a class action grievance is pursued, the Association has full authority to settle the grievance on behalf of the bargaining unit as a whole and all individual employees. The Association will not be required to obtain the approval of any individual employee or employees. If a grievance (individual or class action) is approved by the Association, the Association shall give written notice to the Sheriff and the County Judge’s designee within thirty (30) calendar days of the employee or employees’ actual or constructive knowledge of the alleged act, omission, occurrence or event giving rise to the grievance. Following notice by the Association, the grievance will proceed to Step 2.

Step 2. The County Judge's designee will schedule a conference between the appropriate county officials and the Association within fifteen (15) calendar days of the conclusion of Step 1. If the grievance is not resolved in writing within thirty (30) calendar days, it may proceed to arbitration.

Section 3. Request for Arbitration. If the result of Step 2 of the Grievance Procedure is unsatisfactory to a party, it may be appealed to arbitration provided that written notice of intent to arbitrate is given to the other party through the Association President or the County Judge's designee within ten (10) calendar days after the conclusion of Step 2. This written request must state the nature of the grievance, the issues involved, the specific contract provisions alleged to have been violated, and the remedy desired. Only one grievance at a time may be submitted to an arbitrator.

Section 4. Selection of Arbitrator. Simultaneous with the notice provided for in Section 3, the party desiring arbitration shall request a panel of seven (7) arbitrators from the American Arbitration Association. Within fourteen (14) calendar days after receipt of such panel, the parties shall attempt to select an arbitrator. If the parties cannot agree upon an arbitrator then they shall:

- a. Select the arbitrator from this panel by alternately striking names until only one name remains with the person requesting the list striking the first name; or,
- b. At the request of either party, immediately apply to the American Arbitration Association for another panel. If agreement cannot be reached on an arbitrator from this panel, the arbitrator shall be selected from the panel by alternately striking names until only one name remains. A coin flip called by the representative of the party requesting the list and thrown by the representative of the other party shall determine who strikes the first name in absence of agreement.

Section 5. Arbitration Hearing. As soon after selection as is reasonably practicable, the neutral arbitrator shall set a time and place for hearing the parties, in El Paso, Texas, and at said hearing both the County and the Association shall be permitted to have representatives present and to present evidence and argument to the neutral arbitrator. Each party shall have the

privilege of cross examining witnesses presented by the opposite party. The neutral arbitrator shall render a decision in writing within thirty (30) calendar days after completion of the hearing, unless an extension of time is mutually agreed to by the parties. A decision by the neutral arbitrator shall be final and binding upon both parties.

Section 6. Authority of the Arbitrator. The sole function of the neutral arbitrator shall be to interpret the provisions of this Agreement and apply them to the specific facts of a grievance which is subject to arbitration. The arbitrator shall have no power or authority to change, amend, modify, supplement, fill in or otherwise alter this Agreement in any respect, to render any decision or provide any remedy with respect to any grievance or alleged contract violation arising before or after this Agreement; or to substitute his judgment for that of the County in the absence of, violation of this Agreement, of abuse of discretion or discrimination by the County. The express terms of this Agreement shall be the sole source of rights and/or obligations adjudicated or declared by the arbitrator. In no event shall any award be made retroactive beyond the time period referred to in Step 1.

Section 7. Expenses of Arbitration. The fees and expenses of the arbitrator shall be borne equally by the County and the Association.

ARTICLE 28. IMPASSE PROCEDURE (PRIOR ART. #23)(TA'D 8/11/2014)

Section 1. In the event that the County and the Association have reached an impasse as defined in Chapter 174, TLGC and in the event mediation invoked under §174.151, TLGC has failed to resolve the impasse, or one of the parties has refused to mediate, then the following impasse procedure shall prevail:

- a. Fact-Finding Procedure. A neutral Fact-finder shall conduct a hearing, ascertain the relevant facts and make recommendations. A neutral Fact-finder shall be agreed upon or, if the parties are unable to reach agreement on whom the neutral Fact-finder shall be, then the neutral Fact-finder shall be selected through the American Arbitration Association (AAA) procedure. The cost of the neutral Fact-finder shall be shared equally.
- b. Time Limits. The fact-finding shall be convened no later than sixty (60) calendar days after impasse is declared. The recommendations of the neutral Fact-finder shall be made no later than thirty (30) calendar days after the final fact-finding hearing convened under this Article.
- c. Action Upon Recommendation of the Neutral Fact-finder. The findings and recommendations of the neutral Fact-finder shall not be binding on the parties, but may serve as a basis for efforts to secure a complete agreement. The time period for further negotiations shall not exceed 60 calendar days from the date that the neutral Fact-finder issues findings.
- d. Conduct of the Referendum. The parties may utilize a referendum process. Only those issues placed before the neutral Fact-finder may be placed on the ballot at a referendum. The referendum election, if agreed to, shall be held on the first date permissible under State law. By agreement, the parties may submit any issue or issues to the voters. If no such agreement is reached, then each

party shall be entitled to submit three issues to the voters, each issue on one distinct topic.

Section 2. The cost of the election shall be paid equally by the parties. For purposes of this paragraph "cost of the election" shall mean the net cost thereof after all monies from the State and any other political subdivision thereof have been received by the County and credited to expenses incurred in connection with the election. In computing the cost of the election, only those costs directly associated with or necessitated by the referendum portion of the election shall be taken into consideration. No costs associated with or necessitated by other matters involved in the same election, including but not limited to the election of various individuals to various offices, shall be taken into account in computing the cost of the election for purposes of this Agreement.

Section 3. If the parties participate in a voluntary mediation under the applicable provisions of Chapter 174, TLGC, that parties shall utilize the service of the Federal Mediation and Conciliation Service (the "FMCS") to suggest a mediator.

Section 4. The Fact-finding deadlines shall be abated unless and until the mediator declares an impasse in writing to the parties and an end to the mediation effort.

Section 5. Nothing in this Article shall affect the term of this Agreement as set out in applicable Article nor shall the utilization of the impasse process serve to extend the term of this Agreement.

ARTICLE 29. MISCELLANEOUS PROVISIONS (PRIOR ART. #22, #24)(TA'D 9/17/2014 AND 9/25/2014)

Section 1. Conflicts. Notwithstanding any provision contained in this Agreement, it is the specific intent of the parties that whenever a provision of this Agreement shall be in conflict with any statute of the State of Texas or applicable civil service rules or regulations, that the provision of this Agreement shall control if legally possible.

Section 2. Severability. Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein contained shall become inoperative or fail by reason of the invalidity of any other portion or provision.

Section 3. Complete Agreement. No agreement, understanding, alteration or variation of this Agreement, terms or provisions herein contained, shall bind the parties unless made and executed in writing by the parties hereto. The failure of the County or Association to insist in any one or more instance, upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the County or the Association to future performance of any such term or condition, and the obligations of the County and the Association to such future performance shall continue in full force and effect.

Section 4. Back Pay. The parties acknowledge and understand that many of the items covered by this Agreement are also covered by an agreement between the Association and the Sheriff. It is expressly understood and agreed that on items requiring or involving the expenditure of funds, including the payment of wages or salaries for time worked or unworked and the payment or nonpayment of benefits, the terms of this Agreement shall control and the

County shall have only those monetary obligations set forth or required by this Agreement. However, in cases where an employee is suspended, demoted, or terminated by the Sheriff and the penalty is modified or reduced by settlement between the Sheriff and the Association or through arbitration, the County agrees to pay the back pay award, if any, and to the extent permitted by law, honor the grievance settlement or arbitration award with respect to seniority and other benefits.

Section 5. Posting Work Schedules. The Sheriff's Office shall post a 28 day shift schedule by no later than 7 days prior to shift change. Except in case of emergency, the Sheriff's Office shall give at least 7 days notice of any change to this schedule.

-- END OF TEXT --

EL PASO COUNTY, TEXAS
(Approved by Commissioners Court on Monday, September 29, 2014)

By: _____
Hon. Veronica Escobar
County Judge for El Paso County, Texas

ATTEST:

By: _____
Delia Briones
County Clerk for El Paso County, Texas

EL PASO COUNTY SHERIFF'S OFFICERS' ASSOCIATION, INC.
(Approved by EPCSOA vote on _____, 2014)

By: _____
Jose Marrufo,
President of EPCSOA

ATTEST:

By: _____
Federico Castillo
Secretary, EPCSOA

APPENDIX "A"
AUTHORIZATION FOR PAYROLL DEDUCTION
EL PASO COUNTY SHERIFF'S OFFICE
ASSOCIATION DUES AND PAC CONTRIBUTIONS

(Last Name)

(First Name)

(Middle Name or Initial)

(Last Four SSN)

Dues Deductions. I hereby authorize the County of El Paso to deduct \$_____ on each regular County payday from my salary and remit the same to an authorized representative of the El Paso County Sheriff's Officers' Association and/or the Combined Law Enforcement Associations of Texas (C.L.E.A.T.). Further, I authorize any future increases in dues based on written notification by the Association President in accordance with the Articles of Agreement between the County and the Association.

This authorization shall be effective unless or until I revoke it by written notification to the County Auditor's Office.

(Month and Year Effective)

(Signature)

(Last Name)

(First Name)

(Middle Name or Initial)

PAC Contributions. I hereby authorize County of El Paso to deduct \$_____ on each regular county payday from my salary and remit the same to an authorized representative of the El Paso County Sheriff's Officers' Association Political Action Committee. This authorization shall be effective until I revoke it by written notification to the County Auditor's Office.

(Month and Year Effective)

(Signature)

(Date)

(Association President)