

TABLE OF CONTENTS

Art. No.	Title	Page
1	Recognition	3
2	Definitions	3
3	Management Rights	5
4	Maintenance of Standards	8
5	Non-Discrimination	9
6	No Strike/Lockout	10
7	Association Business	10
8	Payroll Deduction of Dues	14
9	Wages & Benefits	17
10	Sick Leave Pool	29
11	Roll Call for Detention	30
12	Insurance	30
13	Contract Dispute Resolution	31
14	Operational Issues	36
15	Attendance & Sick Leave Provisions	43
16	Personnel Files	46
17	Written Performance Evaluations	47
18	Hiring	47
19	Discipline/Investigations	51
20	Probation	69
21	Promotions	69
22	Drugs & Alcohol	71
23	Civil Service Commission	79
24	New Classifications	80
25	Transfers in Law Enforcement	80
26	Reduction in Force	84
27	Peace Officer Commission	85
28	Miscellaneous Provisions	85
29	Successors and Assigns	87
30	Labor Management Relations	87
31	Closing Statements	87
32	Savings Clause	88
33	Duration	88
34	Court Time	89
35	Return to Work Exams	90
A1	Detention Pay Plan and Law Enforcement Pay Plan	92
A2	Expedited AAA Rules	97
A3	Waiver Form-Members Exempt under §158.038	98
A4	Contract Grievance Forms	99
Ex. A	Panel of Arbitrators	106

ARTICLE 1
RECOGNITION

Section 1.

The County recognizes the Deputy Sheriff’s Association of Bexar County, or its successor, as the exclusive bargaining agent for the purpose of collective bargaining with respect to compensation, hours, and other conditions of employment for the Members of the Bargaining Unit consisting of all sworn, full-time, paid employees of the Sheriff’s Office, who are certified by the Texas Commission on Law Enforcement (TCOLE) or its successor, excluding the Sheriff and civilian employees of the Sheriff’s Office. Bargaining Unit positions exempt under the Sheriff’s Civil Service System pursuant to Section 158.038, Texas Local Government Code (TLGC), shall continue to be Civil Service exempt and subject to the economic compensation and benefits as currently determined but receive the same insurance benefits provided in this Agreement. Each Member exempt under TLGC, § 158.038, as a condition of appointment to an exempt position, shall be required to sign a notarized waiver as stated in Attachment 4 incorporated herein, a copy of which the Sheriff will provide to the Association. Any person or Member hired, transferred, or assigned to a Grant Program which has provisions providing for a higher wage than that set out in this Agreement shall be paid at the higher rate for the period of time the Member is in the Grant Program and may be placed upon expiration of participation in the Program in another position.

Section 2.

The County is committed to the exclusive bargaining relationship with the Association, and will not engage in activities which impair this relationship or the lawful prerogatives of the Association.

Section 3.

The parties agree that both the efficient and uninterrupted performance of the functions of the Sheriff’s Office and the establishment of fair and reasonable compensation and working conditions for the Members of the Bargaining Unit are primary purposes of the Agreement. This Agreement is reached with the objective of serving these purposes and fostering effective cooperation between the parties and is therefore, intended to be in all respects in the public interest.

ARTICLE 2
DEFINITIONS

- A. “AGREEMENT” means the Collective Bargaining Agreement negotiated by and between the Deputy Sheriff’s Association of Bexar County, Bexar County, and the Sheriff of Bexar County, Texas.
- B. “ASSOCIATION” means the Deputy Sheriff’s Association of Bexar County.

- C. “BARGAINING UNIT” means all sworn, full-time, paid employees of the Sheriff’s Office, who are certified by the Texas Commission on Law Enforcement (TCOLE) or its successor, excluding the Sheriff and civilian employees of the Sheriff’s Office.
- D. “BASE PAY” means the salary or wages paid to an employee, exclusive of longevity pay, shift differential pay, duty differential pay, educational incentive pay, or other supplemental pay or benefits.
- E. “BUSINESS DAY” means each day the Bexar County administrative offices are open to the public and excludes holidays and weekends.
- F. “COMMISSION”; “CIVIL SERVICE COMMISSION” means the Bexar County Sheriff’s Civil Service Commission.
- G. “COUNTY” means Bexar County, Texas.
- H. DEPUTY SHERIFF – DETENTION ENTRY LEVEL – means an employee in pay grade Deputy Sheriff – Detention DT 01.
- I. DEPUTY SHERIFF – LAW ENFORCEMENT ENTRY LEVEL – means an employee in pay grade Deputy Sheriff – Law Enforcement LE 03.
- J. “EMPLOYEE”; “MEMBER”; “BARGAINING UNIT MEMBER”; “DEPUTY”; “MEMBER(S) OF THE BARGAINING UNIT” means all Bexar County Deputy Sheriffs.
- K. “SHERIFF” means the Sheriff of Bexar County, Texas.
- L. “INVESTIGATIONS” as used in connection with potential employee misconduct or discipline shall mean the fact finding process which begins once there is a written allegation of misconduct, or when a Deputy has been informed by a supervisory officer in his chain of command, or in Professional Standards, that he is suspected of or has been charged with a potential violation of departmental rules and regulations. It does not include routine handling of duties and obligations of a Deputy, or the oversight or supervision of those duties by superior officers, which also involve inquiries about facts and circumstances, writing and supplementing reports concerning official actions, incidents occurring on-duty or involving the Deputy, and observations by Deputies in the course of their employment.
- M. “GOOD STANDING” as used in Article 25 upon transfer or reclassification shall mean that at the time the Deputy is notified that he has not satisfied the trial period requirements; he has not been charged with a criminal offense; or notified of suspension for administrative violations.
- N. “DISCOVERY” as used in connection with arbitration proceedings in Article 13 and Article 19 means the types of discovery allowed under the Texas Rules of Civil Procedure, including but not limited to requests for disclosures, interrogatories, requests for admissions, requests for production, and depositions. However, those provisions are not intended to require or preclude any listed type of discovery in an individual case. The parties will confer on appropriate

discovery, and any disputes concerning whether a particular type or quantity of discovery is appropriate in a given case will be resolved by the arbitrator. The parties intend to allow the arbitrator to tailor the discovery as needed by each party in order to adequately present their issues in the case.

“O. WORKING DAY” as used herein, refers to the particular scheduled working day of the individual employee to which the applicable section pertains. Further, working day for the purposes of counting time shall be the schedule at the time of the triggering event and not a subsequent schedule.

P. “PROBATIONARY EMPLOYEE” shall be as provided in Article 20 of this Agreement, including any extension thereunder.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1.

The Association recognizes the traditional and existing prerogatives of the County and the Sheriff to operate and maintain their respective functions as authorized by law, including but not limited to the following rights, subject to the terms of this Agreement. The Sheriff shall retain all rights and authority to which, by law, is his/her responsibility to enforce.

A. Direct and schedule the work of its employees, to include the scheduling of overtime work in a manner most advantageous to the County. The Sheriff shall have the right to reschedule employees for required Texas Commission on Law Enforcement (TCOLE) annual training, which shall not be subject to this Article. A forty (40) hour block of in-service training may be provided annually to each employee.

The Sheriff shall also have the right to reschedule an additional forty (40) hours per employee annually, for remedial training, for additional Sheriff’s Office training, and/or TCOLE approved training, at the Sheriff’s discretion, which shall not be subject to this Article.

B. Hire, promote, demote, transfer, assign, and retain employees in positions with the County and the Sheriff’s Office as provided under this Agreement and by applicable laws and Civil Service Commission rules. It is agreed and understood that the Sheriff’s right to determine and assign duties includes the assignment of additional duties to Members which are similar to duties performed by other Members of the same classification which shall not constitute a change in working conditions. Members in the same classification do not have the right to the continuation of their particular job duties/job descriptions during the duration of this Agreement.

C. Discharge, demote, or suspend employees for just cause as provided for in Section 2.43 and defined in Section 9.02 of the Rules of the Sheriff’s Civil Service Commission, adopted, pursuant to the requirements of Subchapter B of Chapter 158, Texas Local Government Code and in effect on the effective date of this agreement.

- D. Maintain the efficiency of governmental operations.
- E. Lay-off employees from duty because of lack of work, consistent with Civil Service Regulations, and State laws.
- F. Determine the methods, processes, means, and personnel by which operations are to be carried out.
- G. Transfer any operation now conducted by it to another unit of government, except as specifically provided in this Agreement.
- H. Contract and subcontract in accordance with the County's legal authority, while in a manner consistent with good faith observance of this Agreement.
- I. Use security personnel, which include positions which require training in law enforcement, safety and security duties, firefighting skills, emergency medical treatment, water safety, and other similarly related skills. Such usages of non-bargaining unit personnel shall not replace budgeted Bargaining Unit positions or result in the layoff or demotion of Bargaining Unit employees, but this shall not prohibit reassignment or re-tasking of such Bargaining Unit employees.
- J. Use civilians to perform duties which do not require a Commissioned or TCOLE licensed employee or the power of arrest. The scope of such duties includes, but are not limited to: communications, information systems, records, community services, clerical support, maintenance, school safety crossing, and jail operations. Civilians performing such duties are not subject to the terms of this Agreement. Such usages of non-bargaining unit personnel shall not replace budgeted Bargaining Unit positions or result in the layoff or demotion of Bargaining Unit employees, but this shall not prohibit reassignment or re-tasking of such Bargaining Unit employees.
- K. Establish classifications, job descriptions, and standards which provide the basis for recruiting and assignment, with the understanding that written job descriptions cannot always specifically describe every duty related to a position.
- L. The Association recognizes the County and Sheriff's existing right to establish and enforce policies and procedures and amendments thereto subject to the terms of this Agreement. The Sheriff has the right to amend, suspend, and/or alter his/her policies and procedures subject to the terms of this Agreement. This right shall include, but not be limited to, policies and procedures that:
1. Create a local department registry that discloses terminations for cause to other law enforcement hiring entities;
 2. Eliminate any prior policies or procedures that permit bias or profiling, especially as they relate to reasonable suspicion, investigative techniques, temporary detentions, and/or handling of prisoners;

3. Require de-escalation and de-escalation training to include physical non-lethal restraint and subconscious bias training for all law enforcement – with mindset of relationship-based training and community interaction; or

4. Continue or create programs in relation to Early Intervention for employees with a pattern of behavior that may prove detrimental to the employee or agency as a whole that includes non-punitive intervention efforts. Without waiving this management right, the parties agree that Sheriff's Office Policy Manual, Chapter 47, Early Intervention Program, effective August 27, 2018, in relation to a program for identifying employees with a pattern of behavior that may prove detrimental to the employee or the agency as a whole and may require non-punitive departmental intervention efforts shall remain in effect during the duration of this Agreement unless modified by the Sheriff after a 30-calendar day written notice to the Association. This notice provision shall not be in effect if any such modification is caused by change in legislation.

M. In the negotiation of the prior Agreement, both parties recognized and agreed that additional resources could be directed to employee compensation by increasing attendance and enhancing scheduling efficiency. The Association recognizes that funds have been committed in the prior Agreement and continuing into this Agreement based upon the elimination, by the County, by attrition, of approximately thirty (30) vacant Detention Deputy positions, in reliance upon the provisions of this Article and Articles 14 and 15, to achieve necessary staffing. The County, the Sheriff, and the Association believe that this Agreement provides a basis to achieve and does not interfere with sufficient staffing to comply with minimum Texas Commission on Jail Standards staffing standards. As a part of this solution, it is agreed that, notwithstanding any other provision or Article of this Agreement, the Sheriff, acting through supervisory personnel is authorized:

1. To establish a minimum staffing model for leave approval, and provide for conditional approval in appropriate circumstances;
2. To require medical documentation for sick leave utilization immediately before or after other leave, or in instances where leave was previously denied from the same shift;
3. To cancel scheduled or unscheduled leave when necessary to meet staffing needs (provided reasonable advance notice is given, and that a fair opportunity is provided for later use of any such leave which would otherwise be lost);
4. To hold over personnel from one shift until their replacements arrive;
5. To detail personnel to another unit or division to fill absences;
6. To cancel or delay training or special assignment;
7. To delay any transfer, demotion, or disciplinary suspension.

It is further agreed that the Sheriff and/or his/her supervisory personnel may impose disciplinary action against any employee for an unexcused failure or refusal to report to work and/or perform his/her assigned duties, subject to the provisions of this Agreement.

Section 2.

Except as otherwise specifically provided in this Agreement, the County and the Sheriff shall retain all rights and authority to which, by law, it is its responsibility to enforce.

Section 3.

Beginning with the effective date of this Agreement, if the Sheriff and the County utilize temporary or part-time personnel to the extent that it proximately causes a reduction in the number of authorized full-time positions, the Association shall be entitled to its remedies at law under that standard set forth in *City of San Antonio v. Wallace*. Neither this paragraph nor any other provision of this Agreement shall create any right to arbitration over the use of temporary or part-time personnel. Any such dispute arising under this paragraph, other law, or other specific provisions of this Agreement, shall be determined in a court of competent jurisdiction.

Section 4.

Should critical community health issues or other similar disaster(s) arise or continues during the course of this Agreement, such as, but not limited to COVID-19, the Sheriff and the County reserve the right to conduct meetings via teleconference or video conference, specifically including, but not limited to disciplinary meetings and/or hearings. This Section is not intended to limit the Sheriff or the County in otherwise dealing with emergencies under their existing management rights,

ARTICLE 4

MAINTENANCE OF STANDARDS

Section 1. Maintenance of Standards.

Except as specifically authorized by Section 2 below, all economic benefits, standards, and working conditions which are properly and lawfully in effect in the Bexar County Sheriff's Office as to matters subject to mandatory bargaining under Local Government Code Chapter 174, and enjoyed by Bargaining Unit Members as of the effective date of this Agreement, but which are not included in this Agreement, shall remain unchanged for the duration of this Agreement. For the purposes of this Agreement, such economic benefits, standards, and working conditions, sometimes also referred to as past practices, shall mean only those benefits, standards, working conditions, or past practices if such practice has been:

- a. unequivocal;
- b. clearly articulated and acted upon; and
- c. ascertainable over a period of time as acceptable by both parties.

The arbitrator retains the authority to determine if there is a past practice and whether or not the County violated it, under the above criteria.

Section 2. Limited Exception to Maintenance of Standards.

The Sheriff's Office may change those benefits, standards, and working conditions otherwise protected by Section 1 above if they are demonstrated, in accordance with this Section, to substantially interfere with the efficient operation of the Department. Any such changes must be made in good faith, must be consistent with the spirit and intent of the relevant provision or practice, must be reasonable and not discriminatory, must be reasonably related to the safe and orderly operation of the Office, and must not conflict with any state or federal law, governmental regulation, or provision of this Agreement. Department management will provide the Association with reasonable notice and an opportunity to discuss any change made under this Section prior to its implementation.

Section 3. Amendment of Express Contract Terms.

The parties may amend or add to the express provisions of this Agreement during its term only by express mutual, written agreement. Conditions protected by Section 1 above may likewise be changed only by mutual, written agreement. Changes authorized by Section 2 may be made under the authority of the Sheriff without amendment to this Agreement.

Section 4. Employer Retention of Authority.

Nothing in this Article changes or impairs the authority of the County or the Sheriff as to matters that are not mandatory subjects of bargaining or are not protected by this Agreement. Subject to other specific provisions of this Agreement the Sheriff retains the authority to assign personnel and staffing to accomplish the work, tasks, or duties throughout the Sheriff's Office, and to achieve efficiencies in administration and staffing of divisions.

Section 5. Duty to Bargain over Changes in Existing Law.

In the event of the enactment of any statute, ordinance, or rule during the term of this Agreement by any non-party national or state legislative body, political subdivision, or rule-making body (for example the Sheriff's Civil Service Commission), which results in material change in compensation, hours, or conditions of employment for Bargaining Unit Members, upon request of the Association, the County, or the Sheriff, the parties shall meet for the purpose of negotiating amended or additional provisions of this Agreement concerning the effects of such statute, ordinance, or rule on the Bargaining Unit.

ARTICLE 5

NON-DISCRIMINATION

A. The County agrees not to discriminate against any employee for their lawful activity in behalf of, or membership in the Association. Nothing in this Agreement shall interfere with any

employee's right to pursue allegations of discrimination based on race, creed, color, national origin, religion, age, sex/gender, sexual orientation, genetic information, or disability under federal or state law.

- B. All references to employee in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female.

ARTICLE 6

NO STRIKE/LOCKOUT

The Association agrees that it shall not authorize, ratify, encourage, or otherwise support any strike, slow-down, sick-out, nor any other form of work stoppage, or interference with business of the County and Sheriff, and shall cooperate fully with the County and Sheriff in preventing and/or halting any such action. The County and Sheriff agree that it shall not authorize, ratify, encourage, or otherwise support any lock-out during the term of this Agreement.

ARTICLE 7

ASSOCIATION BUSINESS

Section 1. Time Off for Collective Bargaining Negotiations.

A. Subject to an emergency or the scheduling and operational needs of an unusual nature of the Sheriff's Office, the County shall allow up to seven (7) Members of the Bargaining Unit to attend negotiation sessions as provided herein.

B. Seven (7) Members of the Association's bargaining team shall be permitted to attend bargaining sessions. The County agrees to release bargaining team Members from regular schedules and duties for not more than one eight (8) hour shift during each day (2300 to 2259) in which negotiations are scheduled, upon request pursuant to the five (5) business day notice to the County specified in this subparagraph. The Association shall notify the Chief Deputy or designee in the Sheriff's Office of the persons who will need to be rescheduled five (5) business days in advance of the bargaining session (unless the meeting is scheduled on shorter notice) and the Sheriff's Office Administration shall arrange the necessary replacement as soon as practical after the negotiation meeting has been scheduled. Six (6) Members of the Association's team shall be permitted to attend as their alternate assigned duty and alternate schedule without loss of regular pay (not exceeding eight (8) hours or the remainder of their regular shift if rescheduling not requested) but at no additional salary cost to the County. No compensation shall be required for Members who are off-duty throughout the applicable 24-hour day.

Section 2. Association Communication and Bulletin Boards.

The County recognizes that it is in the public's interest of preserving the stability and effectiveness of this Agreement to permit the Association as exclusive bargaining agent to have access and use of certain departmental TV monitors, including but not limited to patrol substations as have been

pre-approved by the County's IT Department and as depicted in the letter dated December 2, 2020 and incorporated herein by reference, and to maintain a reasonable number of bulletin boards as set forth in this Section to maintain a reasonable number of bulletin boards as set forth in this Section for the purpose of legitimate communication with Bargaining Unit Members. The Association shall be allowed to continue to maintain its bulletin board at the Bexar County Jail and in the Jail Annex and in any other location, composition, and size approved by the Sheriff and the County, at the Association's expense. Any Bulletin Board shall be maintained in good condition by the Association and shall be encased and capable of being locked with a key provided to the Sheriff. Bulletin boards, not greater than 3' by 2', shall be provided by the Association at its expense and installed by the County.

This Section provides the exclusive means and criteria for employee organization bulletin boards relating to the Bargaining Unit Members, but nothing in this Agreement shall prevent other employees or organizations from using County or Sheriff's Office general bulletin boards in accordance with County or Sheriff's Office policy, so long as such material complies with subsections A, C, and D of this Section.

In addition, the Association will be allowed to have a bulletin board for the exclusive use of the Association at the following locations:

1. First floor of the main jail by the Human Resources Department.
2. Basement of the main jail in the common area across from the two locker rooms.
3. Lobby of main employee entrance in the Jail Annex.
4. Squad room next to Central Dispatch, Court Security Section in the Justice Center.
5. Each patrol substation, in the common area near the Commander's Office.
6. Juvenile Justice Center with consent of proper authority.
7. Bexar County Courthouse holding cell area.
8. A similar location to any of the above in the event of relocation or expansion of facilities.

Any material posted must be dated and signed by the Association official generating the same. Once a procedure for access and security has been approved by the Bexar County IT and the Association, the Association shall have the right, in addition to its bulletin boards, to use certain departmental TV monitors to post material pertaining to legitimate Association activities and interests under the following guidelines:

A. Materials shall be directed toward dissemination of Association information such as social and recreation events, association meetings, association elections, and legislation and judicial decisions affecting Members of the Bargaining Unit. The Association President or his designee shall be responsible to submit all material to the Sheriff, and/or his designee, for approval that it complies with this section prior to posting and the Association President shall be responsible for all content. All materials shall be posted within a reasonable period of time after the Sheriff or his designee receives the material.

B. Materials may not contain any personal attacks, inflammatory material, obscene, lewd, distasteful or immoral material, material abusive of any person or organization, or material disruptive of County or Sheriff's Office operations.

C. At no time shall the material posted on bulletin boards, or departmental TV monitors contain any political endorsement, whether at the local, state, or federal level.

Section 3. Additional Association Access.

A. Association literature that conforms to that permitted for posting on bulletin boards, or departmental TV monitors may be placed for distribution at work locations in the manner and location approved by the Sheriff, or his/her designee, and with the shift commander's approval distributed at roll call, so long as such distribution does not interfere with or disrupt the performance of work duties.

B. Association representatives shall be allowed to address cadets and distribute membership material at the Academy or any location where cadets are being trained for a two (2) hour period, during the first week of Academy training and a two (2) hour period during the last week before graduation. The Association may request an additional one (1) hour period in writing at least five (5) working days in advance, however, scheduling of same shall be subject to the discretion of the Sheriff. The restrictions on subject matter listed in Section 2 shall apply to any address or material provided to the cadets herein. Such scheduling shall be approved by the Academy commander and shall not be unreasonably denied.

C. The Sheriff agrees to work with the Association to provide reasonable access to the premises of the Sheriff's Office for the purposes of administration of this Agreement. This provision is intended to provide for opportunities rather than rights, and shall not be subject to grievance procedure. Visitation shall be arranged with reasonable advance notice and subject to operational needs, should not be unreasonably denied. Access may include, depending upon operational needs as determined by supervisory personnel, meetings with Bargaining Unit Members on-duty, and discussions with employees of the Sheriff's Office to evaluate and determine Member's rights.

Section 4. Association Business Leave Pool.

A. An Association Business Leave Pool shall be created with donated time from Bargaining Unit Members for use by authorized Association representatives for Association business described herein. The Association President shall make a written request for representatives' use of leave from the Association Leave Pool at least ten (10) calendar days prior to the use and at least 24-hours before attendance at Association Grievance Committee meetings and interviews under the Disciplinary Article Section 3(F). Requests for use of Leave Pool will be granted except due to operational needs prevent granting such use or in the event of an emergency. Not more than six (6) Association representatives (three (3) from the Detention Division and three (3) from the Law Enforcement Division) may be off on Association Business Leave from the pool during any shift and not more than two (2) of them for legislative leave.

B. The County shall deduct six (6) hours of vacation from each Member of the Bargaining Unit effective October 1 of each Fiscal Year to an Association Business Leave Pool. Any accumulated Association Leave time remaining at the end of the Fiscal Year will expire on September 30 of the next Fiscal Year except no more than 3120 hours may carry forward into the next Fiscal Year at the conclusion of any such expiration period. Any Bargaining Unit Member who does not wish to contribute his/her six (6) hours of vacation in any Fiscal Year must provide individual, in person, written notice to the County Human Resources Department by 5:00 p.m. on September 1st, if the 1st falls on a weekend or County Holiday then by 5:00 p.m. of the next business day.

C. Association Business Leave may be used for activities that directly support the mission of the Sheriff's Office or the Association, but do not otherwise violate the specific terms of this Article.

D. During the term of this Agreement the Association shall be entitled to maintain two (2) Association representatives, one (1) from Detention and one (1) from Law Enforcement, of its choice on full-time Association Business Leave at all times upon written notice to the Sheriff of the appointment of such representatives, provided that the absent official maintains required certifications and licenses. Should the two (2) representatives be both from either the Detention or the Law Enforcement tier, then only one (1) representative shall be on full-time Association Business Leave at any time. In the case of the Association President and any other Association official who is a ranking Member (Lieutenant or above) in the Sheriff's Office, the amount of leave per individual will be for no more and no less than a single period of one (1) year although such individual is not limited to a single one (1) year period. Such leave shall be funded by donated leave under this Article at no expense to the County. An Association representative serving full-time leave under this Section may be recalled from such leave prior to expiration only in the event of a bona fide emergency need and only for the period of such emergency. Only two (2) Association officials at a time may take the full-time leave provided under this Section. The Sheriff may fill such Association official's position at any time by temporary appointment from the Eligibility List for that position, and the substitute may be promoted to the next actual vacancy which occurs while the Eligibility list in its existence and another person on the List is temporarily appointed in his place. Association representatives on full-time leave under this Section will not forfeit the right to be considered for promotion nor will such representatives forfeit any other benefits or rights under law, County or Sheriff's Office policies, or this Agreement; and such representatives shall be returned to duty at their current rank upon expiration of full-time leave under this Section. The provisions of this Section shall prevail over any Civil Service law, provision, Civil Service rule or regulation to the extent of any conflict therewith as permitted by Texas Local Government Code §174.006.

E. 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 OR SHERIFF FOR THE PURPOSE OF COMPLYING WITH THE PROVISIONS OF THIS ARTICLE.

ARTICLE 8

PAYROLL DEDUCTION OF DUES

Section 1. Authorization and Method of Requesting Membership Dues Deductions.

The County shall request the County Auditor to deduct Association membership dues (inclusive of PAC contributions) as permitted by law and for the monthly amount certified in writing by the Association to the County from each individual Member who has voluntarily authorized Association membership dues deductions. The form requesting Association membership dues deduction, County Auditor Form #300, shall be signed by the individual Member of the Association and state the amount to be deducted in equal amounts each pay period. The County shall request the actual start date for the deductions in the specified amount be no later than the first calendar day of the second full regular County pay period following the receipt of the signed County Auditor Form #300 of the change or start of a deduction. Except as specifically provided herein, the County retains its right to permit dues deductions as provided by Texas Local Government Code Chapter 155. The County Auditor is not required to deduct any past membership dues deductions or which are in arrears as this Article only applies to the deduction of current membership dues.

Section 2. Method Requesting Dues Deductions.

Except as modified by Section 11 herein, Association membership dues will be deducted from each individual Member who voluntarily authorizes such payroll membership dues deductions based either upon a previously signed deduction request form (for Members who currently have deductions withheld) made to the County Auditor's Office prior to the adoption of this Article, or upon submitting a signed County Auditor Form #300. Any new membership dues or change of an existing membership dues payroll deduction requested after the date of this Agreement must be on County Auditor Form #300.

Section 3. Authorization of Dues Increases & Special Assessments.

All Members who have signed and submitted a County Auditor Form #300 payroll dues deduction form authorizing membership dues deduction increases agree to a dues deduction increase of no more than twenty dollars (\$20.00) per pay period after submission of a written certification by the Association President to the County Auditor that there has been an increase in dues and notification has been given to the Members; specifies the amount of the increase; and that the dues increase was done in compliance with the Constitution and Bylaws of the Association and the laws of the State of Texas. Membership dues increases are limited to not more than two (2) increases per year.

All Members who have signed and submitted a payroll dues deduction form authorizing a special membership dues assessment as allowed by law agree that the Association may request up to two (2) special membership dues assessments in one calendar year in a single amount no greater than fifty dollars (\$50.00) for each assessment, and authorize the County Auditor's Office to deduct the amount of the special membership dues assessments after submission of a written certification by the Association President to the County Auditor that there has been a special membership dues

assessment and notification given to the Members; specifies the amount of such assessment; and such assessment was done in compliance with the Constitution and Bylaws of the Association and the laws of the State of Texas. An exception to the two (2) annual special membership dues assessments as stated above is in the event a member of the bargaining unit dies while employed by the sheriff's office. The Association may request a special membership dues assessment in a single amount no greater than twenty-five dollars (\$25.00) for each deceased member in the manner described above. The Association shall provide all other details such as designation of beneficiaries, eligibility for benefits, and distribution of funds.

The County Auditor's Office shall deduct membership dues and/or special membership dues assessments commencing no later than the first day of the second full regular County pay period following the receipt of the written certification of the Association President regarding the deductions/assessments to the County Auditor.

Section 4. Withdrawal of Membership Dues Authorization.

Any individual Member of the Bargaining Unit wishing to voluntarily withdraw their authorization for Association membership dues deductions, in whole or in part, must identify themselves and personally sign and submit a revocation request in writing to the County Auditor's Office. The County shall request the County Auditor to cease previously authorized deductions no later than the first calendar day of the second full regular County pay period following the receipt of written notice of the withdrawal request.

Section 5. Electronic Transfer/Direct Deposit.

All membership dues deducted pursuant to this Article shall be paid to the legally designated representative of the Association in accordance with the procedures established by the County Auditor. The County will request the County Auditor to accommodate the Association in arranging electronic fund transfer or direct deposit of the semi-monthly deductions. The Association shall pay the County an administrative fee for the fund transfer as determined by the County Auditor, at the same rate charged other associations, vendors or other organizations for similar transactions.

Section 6. Report to Association.

A separate statement of only the total amount of deductions that coincides with the payment or transfer will be transmitted to the Association President. The Association shall pay an administrative fee for the preparation and transmission of the statement as determined by the County Auditor, at the same rate charged other associations, vendors or other organizations for similar transactions. However, in no event will the fee charged exceed twenty five dollars (\$25.00) for the term of this Agreement.

Section 7. Indemnification.

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 OR SHERIFF FOR THE PURPOSE OF COMPLYING WITH THE PROVISIONS OF THIS ARTICLE.

Section 8. Request for Copies of Forms.

During the life of this Agreement, the County will continue the practice of providing the Association with the list of bargaining unit members who have authorized dues deductions each pay period. The Association may obtain copies of forms personally submitted by bargaining unit Members for authorization of payroll dues deduction no earlier than two (2) business days after the Members submit the forms.

Section 9. "Certification" Defined.

"Certification" as used in this Article means the original, notarized signature of the Association President.

Section 10. Prioritization of Other Payroll Assessments over Dues Deductions.

The County Auditor's Office is authorized to prioritize payroll membership dues deductions/assessments and Spectrum Advisory Group individual insurance policies premium deductions for the policies described herein in accordance with federal and state laws if a Member's paycheck is insufficient to allow the deduction. No partial deduction will be made and if there are insufficient funds for the deductions due in a pay period, the deduction will be made in the order of membership dues, special assessments, and then Spectrum Advisory Group insurance policies.

Section 11. Other Plan Deductions.

A. Authorization and Method of Requesting Deductions.

The County shall request the County Auditor to deduct premiums for the Spectrum Advisory Group individual insurance policies for Accident, Cancer and Specified Disease, and Heart/Stroke as permitted by law from each individual Member who has voluntarily authorized such payroll deduction. The form requesting such deductions, County Auditor Form #301, shall be signed by the individual Member of the Association and state the amount to be deducted in equal amounts each pay period. The actual start date for the deductions in the specified amount will be no later than the first calendar day of the second full regular County pay period following the receipt of signed County Auditor Form #301 of the change or start of that deduction. No deduction will be made by the County Auditor for any past premium deductions or which are in arrears. No change of insurance premium deduction will be made on receipt of any Notice of Change of the premium amount until the Member delivers a new signed payroll authorization Form #301 to the County Auditor authorizing the change of the amount deducted for insurance premiums.

B. Withdrawal of Premium Payroll Deductions.

Any individual Member of the Bargaining Unit wishing to voluntarily withdraw their authorization for Spectrum Advisory Group premium payroll deductions, for individual insurance policies described in paragraph A above, in whole or in part, must identify themselves and personally sign and submit a revocation request in writing to the County Auditor's Office on the County Auditor Form #301. The County shall request the County Auditor to cease such previously authorized premium payroll deductions no later than the first calendar day of the second full regular County pay period following the receipt of written notice of the revocation request.

C. Electronic Transfer/Direct Deposit of Premium Deductions

All Spectrum Advisory Group individual policy premiums deducted pursuant to the Section shall be paid to the legally designated representative of the Association in accordance with the procedures established by the County Auditor. The County will request the County Auditor to accommodate the Association in arranging electronic fund transfer or direct deposit of the semi-monthly deductions. The Association shall pay the County an administrative fee for the fund transfer, as determined by the County Auditor, at the same rate charged to other association's vendors, or organizations for similar transactions.

D. Report to Association.

A separate statement of only the total amount of the deductions, which coincides with payment or transfer of funds, will be transmitted to the Association President. The Association shall pay an administrative fee for the preparation and transmission of the statement, as determined by the County Auditor, at the same rate charged to other associations, vendors, or organizations for similar transactions.

ARTICLE 9

WAGES & BENEFITS

Section 1. Base Pay.

A. Implementation of the Step Pay Plans.

Members of the Bargaining Unit are assigned to position classifications or ranks they hold and are paid according to the appropriate published step pay plan. Members will be assigned to the appropriate step based on the classified position they hold and time in that rank at the beginning of that pay period.

Members holding the rank of Deputy Sheriff – Detention through Deputy Sheriff - Detention Captain are assigned to the Detention Step Pay Plan (Attachment 1: Step Pay Plans 1A, 1B, 1C, and 1D). Members holding the rank of Deputy Sheriff – Law Enforcement through Deputy Sheriff - Law Enforcement Captain are assigned to the Law Enforcement Step Pay Plan (Attachment 1~~2~~: Step Pay Plans 2A, 2B, 2C, and 2D).

B. Base Pay and Step Pay Plans.

Bargaining Unit Members' annual base pay will be implemented as follows:

Fiscal Year 2021-2022 (October 1, 2021 to September 30, 2022)

Effective the first full pay period after adoption of this Agreement all members of bargaining unit shall receive a wage increase of 5.0 percent (5.0%). Detention Officers shall receive additional upgrades in base pay step as follows: Detention Officers holding a Grade DT-01 as of the execution date of this contract shall be advanced to DT-01, Step 2.

Fiscal Year 2022-2023 (October 1, 2022 to September 30, 2023)

Effective the first full pay period after October 1, 2022 all members of the bargaining unit shall receive a wage increase of 5.0 percent (5.0%).

Fiscal Year 2023-2024 (October 1, 2023 to September 30, 2024)

Effective the first full pay period after October 1, 2023 all members of the bargaining unit shall receive a wage increase of 2.5 percent (2.5%) or the same annual percentage of any county-wide increase provided to non-sworn county employees, whichever is greater.

Fiscal Year 2024-2025 (October 1, 2024 to September 30, 2025)

Effective the first full pay period after October 1, 2024 all members of the bargaining unit shall receive a wage increase of 2.5 percent (2.5%) or the same annual percentage of any county-wide increase provided to non-sworn county employees, whichever is greater.

C. Meet and Confer Option

If during the term of this Agreement the consultant retained by the Sheriff or Commissioners Court makes public a market-based wage and benefit study, the Association may within sixty (60) calendar days of the study being made public request to meet and confer with the County about the market-based wage and benefit study. The Parties shall meet and confer for a period not to exceed thirty (30) calendar days unless extended by mutual agreement. If the parties mutually agree on any amendments to this Agreement, such amendments shall be ratified by the members of the Association and Commissioners Court. County agrees to meet at least once with the Association during this period, but shall not be obligated to bargain or reach an agreement under § 174.105.

Section 2. Signing and Retention Bonus.

Nothing in this Agreement shall prohibit the County from offering a signing and retention bonus for assistance with recruitment and retention for both cadet and deputy members, as long as any such incentive is applied equally to all Members, however any such incentive program shall not be considered maintenance of standards or a past practice.

Section 3. Shift Differential Pay.

Bargaining Unit Members of any rank or position are eligible to receive the shift differential pay of \$100 per pay period (but not exceeding \$200 per month) if they are assigned to a shift that begins between the hours of 1400 and 2400. The Sheriff's Office will certify the regular employees on these shifts each pay period.

No shift differential pay will be paid unless the Member entitled to such pay promptly certified his/her entitlement on the submitted weekly timesheet. Status forms will be completed by the Sheriff's Office with the appropriate authorization and forwarded to the Auditor's Office to update an employee's payroll status.

Employees must be assigned and in a paid status for at least sixty (60) hours within the pay period on a shift that qualifies for shift differential pay to receive the shift differential pay. No two (2) persons can receive Shift Differential Pay for the same assignment.

Eligible employees assigned to Law Enforcement or Detention shifts starting between the hours of 1400 and 2400 are:

- Assigned to 2nd and 3rd shift in Law Enforcement and the main jail or annex or shift support operations such as classification and human services programs; or
- Assigned to any 12 or 13 hour night shift for operations.

Employees not eligible include those assigned to Law Enforcement or Detention shifts starting between the hours of 0001 and 1359, i.e., those who are:

- Assigned to 1st shift in Law Enforcement and the main jail or annex or shift support operations such as classification and human services programs;
- Assigned to any 12 or 13 hour day shift for operations;
- Those regularly assigned to a day shift who are working on paid overtime assignments; or
- Those regularly assigned to a day shift who work a "double shift".

Section 4. Duty Differential Pay.

Bargaining Unit Members in the ranks of Deputy Sheriff – Detention and Deputy Sheriff – Law Enforcement, are eligible for duty differential pay if they are assigned by the Sheriff to an assignment as described below.

Effective upon execution of this Agreement, the Sheriff is authorized to provide Duty Differential Pay to no more than three hundred and forty five (345) positions as eligible for the duty differential pay.

The number of positions will be from the following Divisions and sections:

- District Patrol/Traffic/Motorcycle (222)
- Criminal Warrants/Extradition (31)

- Narcotics (15)
- Detention Transport (29)
- Courthouse Transport and Perimeter (19)
- Mental Health (18)
- Evidence Unit (7)
- Civil Process Attachments Unit (4)

The caps identified for the above listed Divisions or sections shall automatically increase by any additional new positions authorized by Commissioners Court in that Division or section. For example, if five (5) new Deputy Sheriff – Law Enforcement positions are added to District Patrol, the cap will increase from 222 to 227, thus increasing the total eligible positions for the duty differential pay from 345 to 350. The caps for the above listed Divisions or sections may change when the Sheriff with the agreement of Commissioners Court or the County Manager redistributes personnel assigned from one of the above listed Divisions or sections to another Division or section listed above. However, the total number of eligible positions receiving duty differential shall not exceed the total number of eligible positions authorized for the duty differential pay. For example: if the Sheriff redistributes five (5) personnel from Mental Health to Criminal Warrants/Extradition, the cap for Mental Health will decrease from 18 to 13 and the cap for Criminal Warrants/Extradition will increase from 31 to 36. The total eligible positions for the duty differential pay shall remain the same.

The amount of duty differential pay is one hundred and seventy five dollars (\$175) per pay period (\$350 monthly) and assignments may be made for a single pay period or indefinitely. No two (2) persons can receive the duty differential pay for the same position.

No duty differential pay will be paid unless the Member entitled to such pay promptly certifies his/her entitlement on the submitted weekly timesheet. Status forms will be completed by the Sheriff's Office with the appropriate authorization and forwarded to the Auditor's Office to update an employee's payroll status. Employees must be assigned and in a paid status for the full pay period or for at least eighty (80) hours within the pay period to an authorized position to receive the duty differential pay for that pay period.

Section 4A. Critical Incident Response Pay.

Commencing the first day of the second full regular County pay period following the effective date of this Agreement, bargaining unit members assigned to the below-listed emergency response units will receive Critical Incident Response Pay (CIR) in the amount of twenty five dollars (\$25.00) per pay period \$50.00 monthly).

- Emergency Response Team (ERT) (16)
- Special Emergency Response Team (SERT) (95)
- Negotiators (18)
- Special Weapons & Tactics (SWAT) (30)

Members who qualify for CIR on more than one basis will nonetheless receive only one (1) monthly CIR benefit. No two (2) persons can receive the duty differential pay for the same position.

The total number of eligible positions receiving CIR pay shall not exceed the total number of eligible positions authorized for critical incident response pay, which during the term of this Agreement shall be one hundred and fifty nine (159).

No CIR pay will be paid unless the Member entitled to such pay promptly certifies his/her entitlement on the submitted weekly timesheet. Status forms will be completed by the Sheriff's Office with the appropriate authorization and forwarded to the Auditor's Office to update an employee's payroll status. Employees must be assigned and in a paid status for the full pay period or for at least eighty (80) hours within the pay period to an authorized position to receive the critical incident response pay for that pay period.

Section 5. Supervisory Duty Differential Pay.

No more than thirty seven (37) Bargaining Unit Members in the below identified Sergeant and Lieutenant positions are eligible for supervisory duty differential pay if they are assigned by the Sheriff to an assignment as described below. If the number of officers in these positions exceeds the number for the assignment and classification reflected below, the person to receive the pay will be determined by the date they were assigned to the specific section and classification listed below.

The following positions are eligible for this pay supplement:

Patrol

- 15 District Sergeants
- 6 District Lieutenants
- 2 Traffic Sergeants
- 1 K9 Sergeant
- 1 Street Crimes Sergeant
- 1 Community Services Sergeant
- 2 Patrol Admin Sergeants
- 1 Traffic Lieutenant
- 1 Special Operations Lieutenant
- 1 Crime Scene Sergeant

Narcotics

- 1 Lieutenant
- 1 Sergeant

Criminal Warrants

- 2 Sergeants

Mental Health

- 2 Sergeants

The amount of duty differential pay is one hundred and seventy five dollars (\$175) per pay period (\$350 monthly) and assignments may be made for a single pay period or indefinitely. The caps identified for the above listed sections shall automatically increase by any additional new positions authorized by Commissioners Court in the classification for the above listed sections.

No duty differential pay will be paid unless the Member entitled to such pay promptly certifies his/her entitlement on the submitted weekly timesheet. Status forms will be completed by the Sheriff's Office with the appropriate authorization and forwarded to the Auditor's Office to update an employee's payroll status. Employees must be assigned and in a paid status for the full pay period or for at least eighty (80) hours within the pay period, whichever is less, to an authorized position to receive the duty differential pay for that pay period.

Alleged violations of this Section will not be subject to the contract dispute resolution procedure. In the event that a dispute arises between two (2) Members for a single duty differential pay position under this Section, such dispute shall not be subject to the contract dispute resolution procedure in Article 13, but shall be referred to the Association's Grievance Committee for final and binding written resolution applying the provision of this Section. The determination of the Committee cannot result in any overlapping or duplicate County obligation to pay duty differential to more than one (1) person, and shall not be effective until the Association notifies the BCSO HR Manager, in writing, of the determination. The County may pay in accordance with its prior practice until that time, but shall change its payment to comply with the Committee's decision within fifteen (15) days of the receipt of the written decision to the BCSO HR Manager of the determination.

Section 6. Education Incentive Pay.

Effective on execution of this Agreement, no more than the following numbers of Members who provide documented proof of an associate's bachelor's, master's, or doctorate degree to the Sheriff's Office Personnel Department will receive Educational Incentive Pay for the highest degree earned as stated herein in the following amounts:

Associate's Degree	(\$75.00 per month)
Bachelor's Degree	(\$150.00 per month)
Master's or above Degree	(\$200.00 per month)

Qualifying degrees must be from a college or university accredited by one (1) of the six (6) nationally recognized regional accreditation boards. Internet degrees, degrees from institutions without physical campuses, degrees from diploma mills, or similar institutions shall not qualify.

Members who obtain degrees may become eligible for educational incentive pay commencing the second pay period after the Human Resources Department of the Sheriff's Office verifies eligibility based on documentation provided by the Member.

Section 7 Jailer Proficiency Certification Pay.

Deputy Sheriffs or any rank assigned to Detention who obtain Texas Commission on Law Enforcement (TCOLE) jailer proficiency certification above the basic jailer proficiency certificate, and one (1) or more levels above the proficiency required for their position or rank, shall be entitled to receive additional monthly certification pay at only one of the levels as follows:

Intermediate jailer proficiency certificate: \$100/month

- Capped at 75 Members

Advanced jailer proficiency certificate: \$200/month

- Capped at 175 Members

Master jailer proficiency certificate: \$300/month

- Capped at 155 Members

The Jailer Proficiency Certification pay provided in this Section shall continue for the term of this Agreement.

Section 8. Line of Duty Pay.

A Member incapacitated or hospitalized due to an injury in the course of his/her official duties, shall be entitled to receive the full amount of his/her base salary, subject to any applicable offsets and deductions, during the period the Member is unable to perform any work up to a maximum period of one (1) year or the expiration of the term of office of the Sheriff, whichever is longer. In no event will the total amount of any compensation received exceed the full amount of his/her regular base salary. Any dispute arising under this Article which has been determined by the Texas Department of Insurance, Division of Workers' Compensation shall be controlling; any other claims shall be subject to the Contract Dispute Resolution Article in this Agreement.

Section 9. Salary Following Demotion.

A. Upon the demotion of any Member to a rank on the step pay plan, the Member shall be assigned to a salary step on the lower pay range as follows:

If the demotion is a disciplinary or a voluntary demotion, the Member who is demoted or reassigned to a position which is at a lower rank will be assigned to a step in the new rank that is equal to their previous years of service in that lower rank. A new date in position will be designated reflecting that previously earned time and that date will be used to calculate future step pay increases based on time in position. Tenure at the higher rank will not be used in the salary calculation; however, the years of service earned in the higher rank will count for overall Seniority purposes with the Sheriff's Office or with the County. For example, the Member will continue to earn vacation and service credits toward retirement based on total County service.

If the Member is removed and returned to his/her prior rank during the six (6) month probation period in Section 2 of Article 20 in this Agreement, time in the promotional probation period will be considered as time in the lower rank for base pay calculation in the lower position. A new date in position will be designated reflecting that previously earned time and that date will be used to calculate future step pay increases based on time in position. The years of service earned in the higher rank will count for overall Seniority purposes with the Sheriff's Office or with the County. For example, the Member will continue to earn vacation and service credits toward retirement based on total County service.

- B. A Member with a disciplinary demotion within two (2) calendar years preceding the test date will be ineligible to test for eighteen (18) months.
- C. A Member voluntarily demoted will have future promotional testing opportunities pursuant to the same rules and requirements as for any other Member in that rank. All status regarding the previous promotion to the higher grade or status on any promotion eligibility list is forfeited.
- D. A transfer of a Member from Law Enforcement to Detention under the provisions of Article 25 is not considered a demotion.

Section 10. Parking Allowance.

Up to one hundred (100) Members assigned to duties at the Bexar County Justice Center or Courthouse shall be entitled to receive sixty dollars (\$60) per month parking differential under the same conditions applicable for shift differential pay. The allowance provided in this Section shall continue for the term of this Agreement. Members who receive free parking or other parking allowance are not eligible for this parking allowance. The cap identified above shall automatically increase by any additional new positions authorized by Commissioners Court who are assigned to duties at the Bexar County Justice Center or Courthouse. The Sheriff with the agreement of Commissioners Court or the County Manager may redistribute personnel assigned to the Bexar County Justice Center or Courthouse. However, the total number of Members eligible to receive the parking allowance shall not exceed the total number of positions authorized for the parking allowance. For example, if the Sheriff redistributes five positions from Mental Health to Court Security, the cap (100) for all Members assigned to duties at the Bexar County Justice Center and Courthouse would remain the same.

The North employee parking lot currently located at the Adult Detention Center will not be converted to a pay lot. The Association will be allowed to park in fifteen (15) designated parking spaces in the parking garage at the Adult Detention Center Campus at no charge. The selection of the Members entitled to use these parking spaces will be determined by the Association subject to the normal operating procedures and regulations of the garage. This paragraph will continue to apply unless the Bexar County Commissioners Court eliminates these facilities, in which case the County agrees to meet and confer with the Association on terms and logistics.

Section 11. Uniform Allowance.

A. All Bargaining Unit Members will be provided a uniform allowance of five hundred dollars (\$500.00) per year as of the effective date of this Agreement, in a biannual amount of two hundred and fifty dollars (\$250).

B. Up to one hundred and ninety (190) Members (current with their required training) assigned and actively engaged in the Adult Detention Center S.E.R.T. team, SWAT team, Motorcycle Unit, Emergency Response Team, Canine Unit, and Mental Health Unit shall be entitled to receive an additional uniform allowance up to seven hundred dollars (\$700.00) per year (members assigned and actively engaged for a full year will receive the \$700 per year allowance), payable in biannual increments up to three hundred and fifty dollars (\$350.00). Each Member must be assigned in the above sections in order to qualify for the biannual increments up to 6 months not to exceed three hundred and fifty dollars (\$350.00). Members shall be paid a monthly amount of \$58.33 for each full month assigned. The allowance pay will not be pro-rated if the Member does not work a full month at the assigned sections above.

C. Up to two hundred and twenty two (222) Members regularly assigned to Patrol, and up to 23 members regularly assigned to the Fugitive Apprehension Unit (FAU), shall be entitled to receive *up to* an additional two hundred and fifty (\$250.00) per year, payable biannually in the amount of *up to* one hundred and twenty five dollars (\$125). Each Member must be assigned in the above sections in order to qualify for the biannual increments up to 6 months not to exceed the one hundred and twenty five dollars (\$125.00). Members shall be paid a monthly amount of \$20.83 for each full month assigned. The allowance pay will not be pro-rated if the Member does not work a full month at the assigned sections above. The caps for Patrol and FAU may adjust to that number for duty differential under Sections 3 & 4 above.

D. The allowances provided in this Section shall continue for the term of this Agreement. The allowances provided under this Section are not prorated. Members can receive only one (1) but not both additional uniform allowances under B and C above.

E. The Sheriff agrees not to make a uniform change during the term of this agreement.

Section 12. Overtime Pay & Compensatory Time.

A. Members will be paid compensatory time for all overtime hours, unless otherwise required by law or with discretionary budgeted funding for overtime payment in cash, in accordance with practices that existed under the prior Agreement. The County agrees that new County Policy 7.2.02 (FLSA & Compensatory Time) will not apply during the term of this Agreement.

B. The County's current policy of compensating non-exempt employees of the Sheriff's Office, who work overtime with compensatory time, shall continue in effect for the duration of this Agreement. At any time overtime is worked, such employees will receive compensatory time at the ratio of one and one half (1 ½) hours of compensatory time for one (1) hour of overtime worked, unless the County agrees to pay (in money) said overtime hours. Accrual of compensatory time may not exceed four hundred and eighty (480) hours (three hundred and twenty (320)

overtime hours worked). Any additional compensatory time in excess of the four hundred and eighty (480) hour limit will be paid. Employees will be granted the opportunity to use accrued compensatory time subject to estimated manpower needs and may be scheduled from time to time to take compensatory time, depending on manpower needs within a reasonable period of time of their request, if the use does not unduly disrupt the operations of the Sheriff's Office.

C. Hours worked in excess of forty (40) hours per week will be paid at one and one-half times the employee's hourly regular rate only if the grant program provides for such payments, or the County pay policies otherwise provide.

D. The County's current practice of providing Discretionary Time to exempt employees of the Sheriff's Office who work outside their regular hours will continue during the term of this Agreement. Employees moving from a non-exempt position to an exempt position will be paid for all accrued FLSA and compensatory hours upon the effective date of the status change. Such Employee who has accrued holiday leave and personal leave shall not be required to use accrued leave before using any earned discretionary leave. Exempt employees who were promoted prior to this Agreement will be allowed to use earned discretionary leave prior to using any accrued FLSA and compensatory hours.

Section 13. Meals for Detention Members.

Employees required to hold over for a succeeding shift will have the option to either receive a meal through the County's food service contract with SELRICO, or its successor, or to order a meal at their own expense and have it delivered to them through administrative personnel once it reaches the facility.

Section 14. Seniority.

In this Article, if on the effective date of this Agreement there are more persons who meet the criteria for duty differential pay, parking allowance, and uniform allowance (other than under Section 10 (B)) than the allowable cap, Members to be provided the pay will be determined by relative seniority as determined in accordance with Article 14, Section 5 (C)(2) for Members in Detention, and Article 14, Section 5 (D)(2) for Members in Law Enforcement.

In this Article, if on the effective date of this Agreement there are more persons who meet the criteria for education incentive pay, jailer proficiency certification pay, law enforcement certification pay, and ACA/AJA pay than the allowable cap, Members to be provided the pay will be determined by the date the Member provides proof or coordinate with personnel staff to obtain proof of the degree or certification. (Example: utilizing the electronic access to TCOLE to confirm the eligibility. The proof will be time stamped by the personnel office and the first come first serve rule will be utilized for any tiebreakers due to the caps.)

In this Article, if on the effective date of this Agreement there are more persons who meet the criteria for uniform allowance under Section 10 (B) than the allowable cap, Members to be provided the pay will be determined by relative seniority in that unit or team as determined in

accordance with Article 14, Section 5 (C)(2) for Members in Detention, and Article 14, Section 5 (D)(2) for Members in Law Enforcement.

Section 15. Law Enforcement Certification Pay.

Deputy Sheriffs assigned to Law Enforcement who obtain Texas Commission on Law Enforcement (TCOLE) Law Enforcement Certification above the basic level required for their position or rank shall be entitled to receive additional monthly certification pay at only one of the levels in the following amount of caps as follows:

Intermediate Law Enforcement Certificate: \$100/month

- Capped at 120 Members

Advanced Law Enforcement Certificate: \$200/month

- Capped at 135 Members

Master Law Enforcement Certificate: \$300/month

- Capped at 335 Members

The Law Enforcement Certification Pay provided in this Section shall continue for the term of this Agreement.

Section 16. Higher Classification Pay.

A Member who is assigned by his/her Deputy Chief or Chief Deputy to and actually performs the duties of the classification immediately above the classification he/she holds is entitled to the additional pay for the period of time actually performing those duties as follows:

A. Detention

- Detention Lieutenant to Captain: \$40.00 additional pay per regular or overtime shift.
- Detention Sergeant to Lieutenant: \$24.00 additional pay per regular or overtime shift
- Detention Corporal to Sergeant: \$20.00 additional pay per regular or overtime shift
- Detention Deputy to Corporal: \$15.00 additional pay per regular or overtime shift

The above assignments must be designated on the Duty Roster and the member must work the entire shift.

For temporary assignments of less than thirty (30) calendar days, the Deputy Chief or designee may make temporary assignments in their sole discretion.

Absent exigent circumstances, the Deputy Chief or Chief Deputy will first offer an available temporary assignment of thirty (30) calendar days or more to the highest remaining candidate on the then current promotional list for that position. If that Member declines, the temporary assignment will be offered to the next eligible Member on the list. As such temporary assignments are not considered promotions, Members accepting or declining said temporary assignments will

remain in their current position on the promotional list and will not be passed over for promotion solely for accepting or declining the temporary assignment. If there is no current promotional list in effect for that position, the Deputy Chief or Chief Deputy may make the temporary assignment in their sole discretion.

B. Law Enforcement

Law Enforcement Deputy to Narcotics Investigator: \$150.00 per month.

The Member must work eighty (80) or more hours in the month to be eligible for payment of higher classification pay.

Section 17. ACA/AJA Certification Pay.

Members in the Adult Detention Center and fourteen (14) Officers and 1 Sergeant assigned to Court Services Transport who obtain an American Correctional Association (ACA) or American Jail Association (AJA) certification will be eligible to receive ACA/AJA Certification pay at only one of the levels and from one Association as follows:

Certified Corrections Officers/Certification Jail Officer	\$50.00 per month
• Capped at 70 Members	
Certified Corrections Supervisor or Trainer/Certified Jail Supervisor	\$75.00 per month
• Capped at 70 Members	
Certified Corrections Manager/Certified Jail Manager	\$100 per month
• Capped at 40 Members	

Section 18. Patrol & Detention Training Officer (PTO & DTO) Assignment Pay.

Effective upon execution of this Agreement, Members actively serving as a Detention Training Officer (DTO) or Patrol Training Officer (PTO), will be eligible for DTO/PTO assignment pay in the amount of twenty five dollars (\$25.00) per work week, but not to exceed one hundred dollars (\$100.00) for the month. Members must have successfully completed the DTO training course if assigned to Detention or the PTO training course if assigned to Law Enforcement offered through the Bexar County Sheriff's Office Training Academy and be listed in good standing with the program. The Member must have been assigned DTO or PTO duties a minimum of thirty two (32) hours within the work week to be eligible for the pay. No two (2) Members can receive the DTO/PTO pay for training the same individual during a single work week. The DTO/PTO assignment must be listed on the shift roster. The total amount of DTO/PTO assignment pay payable under this Section is capped at \$100,000.00 in each fiscal year. The receipt of PTO/DTO pay will not affect a Member's right to receive compensatory time under the current practice.

Section 19. Detention Hold Over.

A. Each Detention shift shall maintain a list of Detention Members who volunteer to hold over to the next shift in order to fill posts.

B. In the event that there are not enough volunteers to fill all vacant posts on the shift, the Sheriff maintains his management rights, including those listed in Article 3.

1. FLSA non-exempt Detention Members who are held over under subsections A or B above shall be compensated in cash for overtime hours of work in excess of their regularly scheduled work week hours, pursuant to County Policy.
2. The total amount of overtime holdover payable to Members in cash under this Section is capped at \$250,000.00 in each Fiscal Year, otherwise to be compensated with compensatory time as per County Policy. However, the County may, at its option, increase this amount in any Fiscal Year.

Section 20. Frontline Workers

Effective the first pay period after adoption of this Agreement, all members of the bargaining unit shall be paid a one-time Frontline Workers lump sum of two thousand dollars (\$2,000). Commissioners Court may authorize payment pursuant under the American Rescue Plan Act.

ARTICLE 10

SICK LEAVE POOL

The Deputy's Sick Leave Pool established by the County will be administered by the Sheriff's Office for the exclusive use of the Members of the Bargaining Unit.

Members will not be eligible to use the currently established County Sick Leave Pool thereafter. The policy, procedures, and rules established by the County, dated January 1, 2007, and as later amended, for the County Sick Leave Pool will also apply to the Deputy's Sick Leave Pool subject to any modifications and additional provisions herein.

A separating employee may donate sick and vacation leave to the Pool in any amount as long as the contribution does not exceed the forty hour maximum for the fiscal year and the contribution is received by the Sick Leave Pool Administrator within ten business days from the date the employee signed their contribution form.

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 OR SHERIFF FOR THE PURPOSE OF COMPLYING WITH THE PROVISIONS OF THIS ARTICLE.

ARTICLE 11

ROLL CALL AND SHIFTS FOR DETENTION

Section 1. 7(k) schedule: Detention Members assigned to Adult Detention Center.

Members assigned to the Adult Detention Center (main jail, annex, & annex expansion) shall be required to report to duty for a fifteen (15) minute pre-shift roll call without payment of any additional compensation. It is agreed and understood that the County and Sheriff shall be entitled to fully utilize the partial exemption under Section 207(k) of the Fair Labor Standards Act (FLSA) for Detention Members. When the workweek for Detention Members consists of 41.25 hours per seven (7) day work period, the 1.25 hours in excess of forty (40) hours is solely understood to represent any daily fifteen (15) minute pre-shift roll call time which time is compensated at straight time provided in the Wages and Benefits Article of this Agreement.

Section 2. 12-hour Shift Schedule.

The parties agree to re-open negotiation concerning implementation of a 12-hour shift if the Sheriff desires, during the life of this Agreement, to implement a twelve (12) hour shift for any Detention units or Sections.

Section 3. Pre-emption.

To the extent that the provisions of Texas Local Government Code §157.022, any other state law, county policy, any other state or county civil service provision, or any applicable civil service rule or regulation, is in conflict with this Article, the provisions of this Article shall control as provided by Texas Local Government Code §174.006.

ARTICLE 12

INSURANCE

The County agrees to provide Members of the Bargaining Unit the same health insurance benefits provided to other County employees. The amount of Bargaining Unit Members' contribution rates for selected coverage and plan will be eighty percent (80%) of the applicable corresponding contribution rate paid by non-bargaining unit employees for each plan year during the term of this Agreement. In addition, Members will not be required to pay an additional charge for Members' spouses conditioned upon having alternate insurance coverage available through the spouses' employers.

The County retains the right to change components of the plan design during the term of the Agreement, with the exception of the above contribution rates, including but not limited to, co-pays, deductibles, medical coverage, out of pocket maximums, medical providers, health care plans, benefits and third party administrators. The County will provide the Association President notice of the adopted changes in the annual budget, and will post that information on the County Human Resources website within a reasonable time after adoption.

Nothing in this Article shall be considered limited by past practices or maintenance of standards for the purposes of any of the above provisions, nor for the ability to change or provide a Workers' Compensation Health Care Network.

ARTICLE 13

CONTRACT DISPUTE RESOLUTION

Section 1. Scope.

Only matters or disputes concerning the proper interpretation and application of the provisions of this Agreement, or alleged violations of this Agreement, shall be resolved by the provisions in this Article. No action taken under Article 19, Discipline/Investigations shall be grievable under this Article, but instead may only be brought as an appeal under the "Appeals" section of Article 19. All other matters, which currently fall within existing appeal and grievance procedures shall continue to be subject and processed under those existing procedures. No Member may file a personal grievance with the Civil Service Commission claiming an alleged violation of this Agreement. Any alleged violation(s) of Article 5 of this Agreement shall not be the subject of a grievance unless there is an Agreement between the parties hereto and the Deputy to submit such issue(s) to the grievance procedure. No grievance may be filed under this Agreement regarding the use of temporary or part time personnel by the Sheriff and/or the County as per the provisions in Section 3 of the Management Rights Article 3 of this Agreement. If a grievance alleges a past practice and the arbitrator finds the claim to be frivolous, the Association shall pay all fees and expenses of the arbitration proceeding. If the arbitrator finds that an alleged past practice does exist and that the County's claim that the past practice did not exist to be frivolous, the County shall pay all fees and expenses of the arbitration proceeding.

Section 2. Time Limits.

The parties shall adhere to the time limits as set forth in this Article. In the event that a Deputy or the Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by the Sheriff or the County to meet the time limits at any step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. Any time restrictions in this Article may be waived or extended by written mutual agreement of the parties. If the last day of any time period herein falls on a Saturday, Sunday, or County holiday the time period will be extended to the next business day.

Section 3. Process.

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

Step 1. Initiation of Grievance Procedure.

A. Types of Grievances.

1. Individual Member and Association President Grievances. An aggrieved Member or Association President who alleges that a dispute exists, shall within thirty (30) calendar days of the date he/she knew or reasonably should have known of the existence of the dispute, submit a properly completed written grievance to the Association Grievance Committee. The written grievance shall be completed by the aggrieved Member or Association President on the grievance form, attached and incorporated by reference into this Agreement in Attachment 5. The written grievance cannot be amended or supplemented after its submission to the Association Grievance Committee. The Association Grievance Committee shall within seven (7) calendar days of receipt of a grievance, deliver a copy of the properly completed grievance to the Sheriff, or his/her designee, and the County Manager, or his/her designee, with written notice of the date of the filing of the grievance, in order to establish the timeliness of the grievance.

2. Group Grievances. The President of the Association, or his/her designee, may file a class action grievance with the Association Grievance Committee on behalf of Bargaining Unit Members similarly situated or the Bargaining Unit as a whole within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the grievance. The written grievance shall be completed by the Association President or his/her designee on the grievance form attached and incorporated by reference into this Agreement in Attachment 5. The Association Grievance Committee shall within seven (7) calendar days of receipt of a grievance, deliver a copy of the properly completed grievance to the Sheriff, or his/her designee, and the County Manager, or his/her designee, with written notice of the date of the filing of the grievance, in order to establish the timeliness of the grievance.

3. Opt In Period for Past Monetary Relief Claims in Group Grievances. Members who are asserting claims for monetary relief for prior pay periods must opt in individually, in writing, by the date the Association Grievance Committee submits its decision to the Sheriff and County Manager under Step 2 in order to receive any monetary award. A list of the names of persons who opted in must be provided to the Sheriff and the County Manager with the Grievance Committee decision. The Association may seek and obtain prospective relief without the joinder of individual Members.

3. Association Grievances. The President of the Association may file a grievance on behalf of the Association in its own right to enforce specific provisions of this Agreement, e.g. Article 7 (Association Business), Article 8 (Payroll Deduction of Dues), and the second paragraph of Section 10 in Article 9 (Employee and Association Parking), if no individual or class Member has standing to file a grievance. Such grievance must be filed within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the grievance. As to such grievances:

- a. A claim under Article 1, or any other provision of this Agreement, asserting an unfair labor practice or failure to bargain a term or condition of employment, whether under this Agreement or under Texas Local Government Code Chapter 174, shall not directly or indirectly impair or undermine the rights or prerogatives of management under Texas law or under this Agreement, including but not limited to Articles 3 and 4.
- b. A claim under Article 1, or any other provision of this Agreement, asserting an unfair labor practice or failure to bargain a term or condition of employment, whether under this

Agreement or under Texas Local Government Code Chapter 174, shall not involve a right to maintain or continue any past practice, benefit, standard, or working condition unless authorized by the specific terms of Article 4.

- c. Although the arbitrator may generally address or resolve ambiguities, no arbitrator may add to or supply additional terms, conditions, or any limitations upon the parties not contained herein, to resolve an ambiguity or gap in the terms of this Agreement.

The written grievance shall be completed by the Association President or his/her designee on the grievance form, attached and incorporated by reference into this Agreement in Attachment 5. The written grievance cannot be amended or supplemented after its submission to the Association Grievance Committee. The Association Grievance Committee shall within seven (7) calendar days of receipt of a grievance, deliver a copy of the properly completed grievance to the Sheriff, or his/her designee, and the County Manager, or his/her designee, with written notice of the date of the filing of the grievance, in order to establish the timeliness of the grievance.

B. Submission of Grievances.

Step 1. Initial Submission of Grievance.

A properly completed grievance form for any of the above-described grievances shall include: (1) a statement of the grievance and the known facts on which it is based; (2) any and all Sections of the Agreement which have allegedly been violated; (3) if a past practice is alleged, a reasonably detailed description of the practice; (4) the remedy or adjustment, if any, sought; and (5) the signature of the Deputy or Association President, as applicable.

Within fourteen (14) calendar days of the initial submission of any grievance to the Association Grievance Committee the parties may informally consider the grievance and/or resolve the grievance prior to action by the Association Grievance Committee herein. After the informal consideration period, the Association Grievance Committee shall make a good faith investigation and determination as to the validity of the grievance. The Association Grievance Committee shall meet and render its decision within forty-two (42) calendar days after receipt of the grievance. In the event that the Association Grievance Committee decides that a valid grievance exists, the Association shall proceed to Step 2. In the event that the Association Grievance Committee decides that no grievance exists, then there shall be no further action under this procedure.

Step 2. Association Grievance Committee Determination.

If the Association Grievance Committee in Step 1 determines that a valid grievance exists, the Grievance Committee shall submit the grievance in writing within five (5) calendar days of the Committee's decision to the Sheriff, or his/her designee, and to the County Manager, or his/her designee. In the case of Group Grievances wherein individual monetary relief is sought, the Grievance Committee decision shall include a list of the names of the Members who have opted into the grievance for past monetary relief.

The Sheriff or his/her designee shall provide a written response on operational issues within twenty-one (21) calendar days after receipt of the grievance. The County Manager, or his/her

designee, shall provide a written response within twenty-one (21) calendar days after receipt of the grievance in regards to any economic issues.

Step 3. Meet and Confer.

If the grievance has not been settled at Step 2, either the Association President, the Sheriff (or his/her designee) or the County Manager (or his/her designee) may request within fourteen (14) calendar days after receipt of the decision of the Sheriff (or his/her designee) or the County Manager (or his/her designee) that the grievance be submitted to negotiation. Such request by the Association shall be submitted to the County Judge, or his/her designee. A request by the Sheriff, or his/her designee, or the County Manager, or his/her designee, shall be submitted to the Association. If a request for negotiation is made, the parties shall meet and confer concerning the grievance for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the grievance.

If the parties cannot resolve the grievance within thirty (30) calendar days from the date of the Step 3 request, then either party may, within seven (7) calendar days, certify in writing that no resolution has been made. If the parties fail to certify no resolution within the seven (7) calendar day period, such certification shall be deemed made on the 7th day following the thirty (30) calendar day negotiation period.

Step 4. Request for Arbitration.

A. If the grievance has not been settled at Step 2, and neither party invoked Step 3, then after expiration of the fourteen (14) day Step 3 request period, the Association shall have an additional ten (10) calendar days to give notice of its intent to submit to final, binding arbitration.

B. If any party invokes Step 3, but the grievance has not been settled at Step 3, then the Association, Sheriff or County shall have ten (10) calendar days from the date of actual or deemed certification that no resolution has been made to give notice of its intention to submit the grievance to final, binding arbitration as hereinafter provided.

Section 4. Arbitration.

If a grievance is submitted to arbitration, the Sheriff and/or County and the Association shall select an Arbitrator by rotation from the parties' pre-determined panel of six (6) qualified neutral arbitrators within seven (7) calendar days after the Sheriff's receipt of the Association's notice of intent to arbitrate. The panel list is attached as Exhibit A to this Agreement. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the parties may mutually agree to his/her replacement from a mutually accepted list of three arbitrators. In the event the parties cannot mutually agree to a replacement, the remaining members of the panel will continue to serve for the duration of the Agreement.

The Arbitrator shall have the power to subpoena witnesses. The requesting party's attorney shall issue the subpoena in the name of the Arbitrator and immediately serve a copy of the subpoena on the other party's representative. Such issuance shall be considered the act of the Arbitrator. A

party opposing a subpoena may file a motion to quash within five (5) calendar days of notice of the subpoena. If the Arbitrator grants the motion, notice that the subpoena was quashed must be sent to the subpoenaed witness. In no event shall a subpoena be issued less than 14 calendar days prior to the date of the hearing.

The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the Expedited Labor Arbitration Rules, which are found as Attachment 3 to this Agreement and are incorporated herein by reference.

Upon written request by either party delivered at least thirty (30) calendar days prior to the date of the hearing, both parties to the proceeding shall provide to the opposing party, no later than fourteen (14) calendar days prior to the hearing, the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the Arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness.

Grievance hearings will be scheduled no less than seventy five (75) calendar days after selection of the arbitrator. Upon written request delivered at least forty-five (45) calendar days prior to the date of the hearing, the parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request, the request shall be deemed denied. The requesting party may then apply to the Arbitrator, who shall order such discovery as is relevant to the nature of the case, consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the Arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within forty-five (45) calendar days prior to the hearing, unless agreed by the parties.

The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his/her decision on the issue or issues presented and shall confine his/her decision to the interpretation of this Agreement. The Arbitrator shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the Arbitrator shall be final and binding upon the Sheriff and/or County and the Association.

The County shall bear the expense of any witnesses called by the County and/or Sheriff. The Association shall bear the expense of any witnesses called by the Association. The losing party shall pay the fees and expenses of the Arbitrator wholly or partially, to the extent that any grievance was unreasonably advanced or unreasonably denied as may be determined by the Arbitrator. In the absence of such a finding the parties shall split the Arbitrator fees and expenses equally.

Section 5. Election of Remedies.

It is specifically and expressly understood that filing a grievance under this Article that has as its last step final and binding arbitration, constitutes an election of remedies and any appeal of an Arbitrator's decision in this procedure shall be strictly and solely limited to the grounds that the

Arbitrator exceeded his/her authority and jurisdiction as provided under this Agreement, that the decision of the Arbitrator was procured by fraud or collusion or that the Arbitrator's decision is based upon a clear and manifest error of law.

Section 6. Exclusive Representative.

The County recognizes that it is in the public's interest of preserving the stability and effectiveness of this Agreement to implement the exclusive bargaining agency of the Association in the administration of this Article. Only the Association may represent or designate a representative for a Member in grievance or arbitration proceedings under this Article. Only the Association may invoke arbitration as provided herein.

ARTICLE 14

OPERATIONAL ISSUES

Section 1. Critical Incidents.

A. Critical Incidents.

A "Critical Incident" is defined as an incident in which a Deputy, while engaged in the performance of his official duties, is involved in or engages in conduct that a) results in serious bodily injury or death of any individual (including an on-duty automobile accident); or b) results in serious bodily injury or death of an inmate or prisoner while in his or another's custody and as otherwise defined in departmental policy.

B. Representation.

A Member involved in a Critical Incident must prepare routine written reports within a reasonable time before the end of the shift or going off-duty, or within two (2) hours thereafter, or such time as determined by the Member's supervisor considering the circumstances and in compliance with Texas Occupational Code, Section 1701.655 when applicable. The report may be delayed due to any medical attention necessitated by injury suffered by the Member. If requested, such Member will be granted administrative leave without loss of pay for a period not to exceed five (5) business days. A Member upon request may consult with his/her attorney or Association representative (in person or by phone) prior to being interrogated but not prior to submission of his/her routine written report, provided that such consultation shall not delay the submission of his/her written report as required herein. Nothing herein shall affect any administrative or criminal investigation. Nothing in this Article is intended to waive any Member's constitutional rights.

"Routine report," for purposes of this subsection, means any report that a Member is under a duty to prepare following an incident. For example, an Offense Report, Supplemental Report, Incident Report, Facility Incident Report, Use of Force Report, and any supplement or addendum to the report.

C. Psychological and/or Medical Evaluation.

1. Counseling. In the event of a Critical Incident, the Member involved in the incident shall be provided a counseling session within a reasonable time with a County-designated provider at the County's expense, if requested by the Sheriff or Member. Such counseling sessions are for the benefit and treatment of the Member, and information provided to the licensed professional shall not be used against the employee in any disciplinary investigation or proceeding.

2. Fitness for Duty Evaluation. In addition to the fitness for duty evaluations permitted in other circumstances, the Sheriff or Chief Deputy has the authority and can require in writing a Member involved in a Critical Incident to submit to a psychological evaluation and/or medical evaluation, at the employer's expense, to be performed by a qualified psychologist, psychiatrist, counselor, therapist or medical doctor chosen by the Sheriff or Chief Deputy. Such evaluation is for the purpose of determining fitness for duty, and any information obtained in this process may be used by the Sheriff or Chief Deputy for all employment, management, and disciplinary decisions.

D. Deputy Assignment

A Member directly involved in a Critical Incident may be assigned a Deputy to provide support, assistance, and comfort, if requested, or if determined necessary by the supervisor at the scene.

E. Department Procedures.

In the event that a Member is required to surrender his/her weapon, magazine, or other Sheriff's Office issued equipment, every effort will be made to issue the Member a replacement for the item taken, if deemed appropriate, even if it requires having an off-duty Armory Deputy to be summoned. If another weapon is issued, the Member will qualify with the newly-issued weapon as soon as practical.

This Article does not prohibit the Sheriff from promulgating procedures not in conflict with this Article.

F. Bexar County Sheriff's Office Policy Manual, Chapter 44, Body Worn and Mobile Vehicle Cameras, effective January 14, 2019, in relation to a policy providing guidelines for proper use of cameras and recording shall remain in effect during the duration of this Agreement unless modified by the Sheriff after a 30-calendar day written notice to the Association. Nothing in this section shall be considered a waiver of the management rights of the Sheriff to unilaterally determine such policies as long as they are compliant with Texas Occupational Code, Section 1701.655. The notice provision under this section shall not be in effect if any such modification is caused by change in legislation.

Section 2. Job Posting.

A. Notice of Duty and Non-Duty Differential Positions to Members.

Notice of an open duty and non-duty differential position, as identified in Article 9, Sections 3 and 4, except as excluded in subsection D below, will be posted. The notice will include the Division and the application deadline. The notice shall be posted for a period of at least seven (7) consecutive calendar days.

B. Posting Requirements.

All postings for duty and non-duty differential positions shall state whether the position is believed to be permanent at the time of the posting, or a temporary position. If the position is posted as temporary, the posting notice shall state the length of time the position is believed to be temporary at the time of the posted notice. Nothing in the Section shall obligate the Sheriff as to whether a position is temporary or permanent, but is only for purposes of general intent.

C. Notice to Association.

Internal postings shall be sent to the Association upon request via e-mail at an address provided by the Association to the Bexar County Sheriff's Office (BCSO) Human Resources Manager, or by electronic posting. External postings shall be sent to the Association upon request via e-mail at an address provided by the Association to the Sheriff's Civil Service Commission, care of Bexar County Human Resources, who will perform this function. In the event of an address change, the Association will provide the Sheriff's Civil Service Commission, care of Bexar County Human Resources, and the Bexar County Sheriff's Office of Human Resources with the correct e-mail address. In lieu of e-mail notification as stated above, or in the event of a County/Sheriff's Office computer failure, a copy of the posted notices may be faxed to the Association.

D. When Notices Not Required.

Posting of notices are not required for mutual or involuntary trades, or where positions are temporarily filled due to illness, FMLA leave, light duty assignments, or temporary assignments for one hundred and eighty (180) calendar days or less. It is agreed and understood that the Sheriff has the discretion to deploy his/her resources and the provisions of this Article shall not apply in the event of an emergency or exigent circumstances.

E. Notice of Selections to the Association.

A copy of the written order to the Member will also be provided upon request by e-mail, fax or electronic means to the Association President by the Human Resources Department of the Sheriff's Office within a reasonable time of its receipt of such written order. This does not apply where no written order is issued.

F. Selection Not Grievable.

The posting process provided in this Article shall be subject to the Contract Dispute Resolution procedure. However, the choice of who to assign shall be at the sole discretion of the Sheriff and not grievable or subject to any review procedure including any provided in this Agreement. All

employees who apply for a duty or non-duty differential position, and are not selected shall be advised within five (5) business days of their non-selection.

G. **Counseling Memo Not Disqualifying.**

An Employee's receipt of a counseling memorandum will not disqualify the Employee from consideration for a posted opening.

Section 3. Temporary Exchange of Relief Days.

A. **Requests to Exchange Relief Days.**

Any employee who has first requested and been denied pre-approved leave may request to temporarily exchange relief days with another qualified employee. Written requests for exchange of relief days are subject to the approval of the shift commander(s) or appropriate section supervisor(s), and the operating needs of the Sheriff's Office. Such requests will not be unreasonably denied.

B. **Same Work Week Requirement.**

The relief days exchanged must be in the same work week, and for the entire shift without any resulting unapproved overtime.

C. **Consequences of Failure to Fulfill Exchange.**

Failure of either employee to fulfill the exchange may result in appropriate disciplinary action and loss of exchange privileges for an employee who fails to report to duty.

Section 4. Scheduling for Annual (Vacation), Holiday & Personal Leave.

A. **Requests for Time Off**

Subject to the operational needs of the Sheriff's Office, the Deputy Chief, or his/her designee, is responsible for tentatively approving Annual (Vacation), Holiday & Personal leave requests under this Article and is expressly subject to the Sheriff's policy and procedures for changing leave approval as stated in the Management Rights Article of this Agreement.

Notwithstanding the below procedures, both Parties agree that on occasion special situations can arise that are not contemplated by this provision. In such cases, a Member may address such situation with his/her Chain of Command for a waiver of these procedures. However, no such waiver shall be the basis for a grievance under any term of this Agreement or how it is applied, nor set a precedent, nor be considered for purposes of maintenance of standards or past practice.

Members of the Sheriff's Office requesting Annual (Vacation), Holiday & Personal leave must timely submit the appropriate forms as follows:

1. Members shall request Annual (Vacation) leave no later than October 1st for January 1st to June 30th, and April 1st for July 1st to December 31st, using forms as provided by the Sheriff's Office. All Member requests shall be posted within thirty (30) calendar days after October 1st, or April 1st, as applicable.
2. Annual leave may be taken in three (3) parts, the smallest part of which is at least five (5) working days. Annual leave periods require a minimum of thirty (30) days between periods. Initial request must include first, second and third choices. The preference of request shall be provided for in the forms for leave.
3. Probationary Deputies are not allowed to use any annual leave during the initial fifty-two (52) weeks of their probationary period. Accrued holiday leave or compensatory time may be used instead.
4. Members anticipating military leave during the calendar years, but are unsure of the exact dates, should use the previous year military leave dates if the employee decides to use vacation days while on military leave.
5. Shift Commanders or Unit Supervisors ensure annual leave and military leave lists are (for employees using annual leave for military leave time) typed or computer generated, grouped by month, members listed alphabetically by rank, and submitted to the appropriate division commanders before November 1st or May 1st, whichever is appropriate, of each year.
6. There are no restrictions on the use of military leave during the year. Request for military leave should be accompanied by military leave orders.
7. The notification of approved leave shall be provided to the members no later than the November 15th or May 15th whichever is appropriate each year.

B. Procedure Not Entitlement; Action on Leave Requests

It is agreed and understood that this Article does not create any entitlement to take Annual (Vacation), Holiday and Personal leave but is only meant to establish a uniform procedure for administering leave requests, other than sick leave, compensatory time, or FMLA.

If an employee makes a written request to use their annual vacation or holiday leave and such request is denied, the County shall rollover accrued vacation and/or holiday leave the employee was unable to use during the calendar year. To be considered "unable to use" the employee must have appropriately attempted to request vacation or holiday time off and been denied such request. If the initial October 1 and/or June 30 request is denied or in the case of holiday time, an employee must subsequently attempt to request leave. Leave must have been requested in at least three (3) of the four (4) calendar year quarters and been denied in order for a Member to be eligible for calendar year rollover.

A decision must be made by the supervisor as soon as practical following the receipt of a request for leave, and in no event no more than thirty (30) calendar days after the request is received, absent emergency circumstances. This Article shall not grant additional rollover holiday hours to that stated in Article 15.

C. Access to “Time Off Book”; Recording Denied Leave Requests.

Members will be permitted to have reasonable access to the “Time Off Books” or its successor in function during normal business hours. Not more than the three (3) Members whose request for leave was denied each day will be recorded for that day in the order of receipt. Once the anticipated new computer HR system is implemented, Members will be provided with reasonable access to system information about their own available leave time balances.

Section 5. Seniority.

A. Definitions.

1. “**Bexar County Sheriff’s Office Seniority**” is defined as a Member’s most recent period of unbroken, continuous service with the Bexar County Sheriff’s Office.
2. “**Classification (Rank) Seniority**” is defined as the period of most recent unbroken continuous service in the Member’s current permanent civil service classification, in Detention or Law Enforcement, but not combined. For example, the Classification Seniority of a Member in Detention who transferred into a Law Enforcement position is based on his/her most recent continuous service in the Law Enforcement position to which he/she transferred. In this instance, his/her service in Detention, or a previous assignment in Law Enforcement, would not be counted in determining his/her Classification Seniority.
3. “**Lottery Selection**” is defined as a selection made by lot from a number of applicants or Members who have the same Seniority and are tied. Examples include random number, drawing, or coin flip as applicable.

B. Use of Seniority.

1. This Section controls tie breakers, including for such purposes in Article 9, and total rebids as stated herein.
2. Current practices in Law Enforcement of shift assignments and relief days, including no bumping restrictions, will be maintained.
3. As openings occur, Seniority in the order set out herein shall determine the selection of shifts and relief days.

C. Detention.

1. Total Bidding of Shifts (Total Re-bid). In the event of a total re-bid in Detention at the main jail or the jail annex, all Members including any recently transferred Member will be allowed to re-bid within his/her Detention classification and Seniority as set out below will be used in any calculations.
2. Detention Shift and Relief Day. As openings occur, Seniority for the purpose of shift and relief day in Detention shall be determined in the following order:
 - a. Classification (Rank) Seniority
 - b. Date of Hire into Detention
 - c. Bexar County Sheriff's Office Seniority
 - d. Lottery Selection

D. Law Enforcement.

1. Total Bidding of Shifts (Total Re-bid). In the event of a total re-bid in any Division in Law Enforcement, all Members including any recently transferred Member will be allowed to re-bid within his/her Law Enforcement classification and the Seniority as set out below will be used in any calculations.
2. Law Enforcement Division Shift and Relief Day. As openings occur, Seniority for shifts and relief day within a Law Enforcement Division shall be determined in the following order of Seniority:
 - a. Classification (Rank) Seniority
 - b. Date of Hire or Transfer into Law Enforcement.
 - c. Bexar County Sheriff's Office Seniority
 - d. Lottery Selection

E. Promotions on the same date.

In the event of multiple promotions in the same Law Enforcement or Detention classification on the same date, the order on that classification promotional list will be utilized to establish Classification (Rank) Seniority.

Section 6. Canine Programs.

A. Canine Handler.

Any Member who is charged with the responsibility for and is assigned duties for the care of a canine by the Sheriff, to be used in law enforcement functions, shall be allowed one (1) hour per shift while on-duty to provide for the care and grooming of the canine, which includes care time for the canine while on relief days, vacation time, sick leave, compensatory time, and personal leave. The parties agree that an exact computation of hours of work caring for a police canine is

difficult or impossible to determine and that the allowance provided herein is a fair and reasonable agreement considering all pertinent facts and circumstances. The status of canine handler is a duty assignment, and remains within the control of the Sheriff.

B. Retired Canine.

If a police canine is retired (taken out of service), the Sheriff and the County shall permit the Deputy Sheriff/handler, to whom the canine is assigned at time of retirement, to acquire the canine pursuant to applicable County procedures and subject to any requirements of law. In such event, neither the Sheriff nor the County shall have any further obligation for the care, maintenance, and support of such retired police canine.

Section 7. Member Supervision.

Civilians employed by the Sheriff's Office may not be used as direct supervisors of any Member of the Bargaining Unit. This Section does not pertain to the exempt positions, as defined in LGC §158.038, or in emergency situations.

ARTICLE 15

ATTENDANCE AND SICK LEAVE PROVISIONS

Section 1. Definitions.

For purposes of this Article, the following definitions shall be used:

A. "Undocumented Absence" shall mean any absence due to the use of sick leave without providing a Physician's Certificate, regardless of duration during any workday or work shift.

B. "Physician's Certificate" shall mean a note provided by a physician, osteopath, physician's assistant, nurse practitioner, dentist, chiropractor, or mental health provider licensed and authorized to provide health care services that states that he/she has examined the Member and has determined that the Member has a bona fide illness, injury, disability, or other valid medical reason that required the period of leave claimed by the Member. A Physician's Certificate must be issued within twenty four (24) hours of the date on which the obligation arises and be provided upon return to work.

Section 2. Restricted Use.

A. It is understood that sick leave may not be used for any purpose other than stated in this Article. Sick leave is a benefit that is to be used for the sole purpose of providing wage continuation when a Member is unable to work due to a bona fide illness, injury, or disability of the member or the Member's immediate family. "Immediate family" for purposes of this section has the same meaning as described in the regulations implementing the FMLA (29 C.F.R. Part 825).

B. For purposes of this Article, Members found to have engaged in other forms of employment while out on sick leave, shall be subject to discipline; regardless whether employment during other types of leave has been approved by the Sheriff.

C. A Member on FMLA leave is required to concurrently use accrued and available paid leaves including sick leave in accordance with Sheriff's Office Policy and this provision. A Member who is sick or injured may not be required to use other forms of leave (e.g., compensatory, holiday or vacation time) in lieu of available sick leave during the period of incapacitation.

Section 3. General Sick Leave Policy Provisions.

All Members shall be required to submit a Physician's Certificate under the Sheriff's policies and the following additional circumstances:

A. All Members who use sick leave to attend a medical, dental, or vision appointment by leaving during a scheduled workday or work shift or reports to work after the scheduled workday or work shift begins shall be required to provide a Physician's Certificate. Any Member who fails to submit a Physician's Certificate shall cause his/her time off to be considered as time off without pay.

B. All Members who use sick leave in conjunction with holidays, relief days, vacation days, or personal days shall be required to provide a Physician's Certificate. A Member who fails to submit a Physician's Certificate under this subsection shall be subject to Section 4 of this Article.

C. All Members who use sick leave on a recognized County holiday shall be required to provide a Physician's Certificate. A Member who fails to submit a Physician's Certificate shall cause a Member's time off to be considered as time off without pay.

D. A Physician's Certificate must be provided upon return to work or within twenty four (24) hours after return to work.

Section 4. Sick Leave Abuse.

A. If a Member uses sick leave in conjunction with holidays, relief days, vacation days, or personal days, four (4) or more times within a rolling six (6) month period and fails to produce a Physician's Certificate on any four (4) occasions; or the Member has six (6) Undocumented Absences within any rolling six (6) month period under any circumstances, then the following shall apply:

1. The County may notify the Member that he is deemed a sick leave abuser and that any Undocumented Absence thereafter shall result in leave without pay.
2. Any occurrence of Undocumented Absence thereafter shall result in the six (6) month period restarting from the day of the last Undocumented Absence. When the Member has not taken an Undocumented Absence within a subsequent six (6) month period from the

date of the last Undocumented Absence, then the Member shall not be considered a sick leave abuser.

B. This Section in no way precludes the Sheriff's right in Article 3 or existing policies to take disciplinary action against a Member who has abused sick leave.

C. For purposes of this Article, a rolling six (6) month period is the consecutive 180 day period immediately prior to the date of the last Undocumented Absence.

Section 5. Other Provisions.

A. The Association recognizes the County's and Sheriff's existing rights to enforce a policy that the submission of fraudulent or false medical documentation or deliberately erroneous statements in connection with the provisions of this Article shall be just cause for discipline.

B. Nothing in this Article shall be construed to limit in any fashion the Sheriff's management rights, in addition to those acknowledged in Article 3, to enforce policies, rules and regulations, and/or administrative policies that specifically address sick leave, and to take disciplinary actions against Members who abuse sick leave or the provisions of this Article, which are not in conflict with this Agreement and/or state law.

Section 6. Accumulation of Holiday Leave Hours.

A. Holiday Leave hours accrued after January 1, 2017.

The maximum number of Holiday Leave hours that can be carried from one fiscal year (October – September) to the next is one hundred and forty four (144). If an employee makes a written request to use accrued hours in excess of one hundred and forty four (144) and such request is denied, the hours in excess of one hundred and forty four (144) shall be rolled over to the next fiscal year.

B. "Gold" Holiday leave (hours accumulated prior to January 1, 2017).

Gold Holiday Leave hours will be placed in a separate "Gold Holiday Leave" account and are not subject to loss. An employee may not be required to use Gold Holiday hours in lieu of non-Gold Holiday Leave hours.

C. All other provisions and conditions applicable to Holiday leave hours not in conflict with the above paragraph contained in the Sheriff's Civil Service Commission Rules or Sheriff Office Personnel Policies will continue to apply.

D. The County will put on the intranet a joint notice to all employees, to notify them of the changes to the policy regarding accumulation of Holiday Leave hours.

ARTICLE 16

PERSONNEL FILES

Section 1. Maintenance of 201 Files.

The Sheriff's Human Resources Office shall be the custodian of the Member's 201 personnel file subject to the requirements of applicable law. A log will be kept of the names of individuals who have had access to the Member's 201 file except where not permitted by law or court order. A Member will be notified of access to the Member's 201 file by any potential employing law enforcement agency unless not permitted by law or court order.

Section 2. Association Access to 201 File Information.

A copy of a Member's disciplinary suspension, demotion, or termination shall be provided to the Association only upon the written approval of said Member specifying the particular disciplinary action(s).

Section 3. Maintenance of Desk Files.

A desk file (field folder) may be maintained by the immediate supervisor of the unit to which the Member is assigned, i.e., a section file, which file shall be maintained in locked files. Unless needed for official business, or authorized by the section commander, Sheriff, or his designee, no personal information shall be released from a Member's section file except where required by law, subpoena, or court order. Members may have access to their desk files once a year at a time scheduled with the immediate supervisor maintaining possession of the desk file.

Section 4. Member Access to 201 File.

A Member may at any time review his/her 201 file consistent with the provisions of Texas Government Code §552.102(a) during normal business hours of the Sheriff's Human Resources Office.

Section 5. Items Removable from 201 File and Any Desk File.

Pending disciplinary actions and internal grievances will not be included in the Member's 201 file until all internal review procedures within the Sheriff's Office have been completed. Written reprimand(s) will be removed from the Member's 201 file after two (2) years from date of issuance at the written request of the member. Written Counselings will be removed from the Member's 201 file after one hundred and eighty (180) days from the date of issuance upon the written request of the Member. Written counselings may also be removed from the Member's desk file after one hundred eighty (180) days from the date of issuance upon written request by the Member to the immediate supervisor having possession of the Member's desk file. The Sheriff may use reprimands or counselings in administrative and judicial proceedings, and in disciplinary proceedings to demonstrate progressive discipline where appropriate and within a reasonable time frame as determined by the Civil Service Commission or the arbitrator, as applicable. The Sheriff

or his/her designee retains the right to maintain permanent records of any documentation they deem necessary in records storage, and to determine whether or not to maintain Desk Files and what materials are specified to be retained therein.

Any such removed records may still be used in any future disciplinary appeals, as per current practice.

Section 6. Training Certificates in 201 Files.

Members may submit their training certificates to the Sheriff's Human Resources Office for placement in their 201 files.

ARTICLE 17

WRITTEN PERFORMANCE EVALUATIONS

Section 1.

The written performance evaluation process will be standardized; i.e., at the Sheriff's discretion, as a matter of policy annual written performance evaluations will either be issued to all Bargaining Unit Members, or to no Bargaining Unit Members. Failure to issue a particular performance evaluation by oversight will not be considered a breach of this requirement. In any grievance alleging a failure of the County or Sheriff to comply with this Section, the only issue subject to the grievance procedure shall be whether or not as a matter of policy the County or Sheriff has permitted deviations from the standardization required by this Section.

Section 2.

Written performance evaluations shall be based upon legitimate, job-related factors, and shall be prepared in a fair, accurate, and impartial manner. The merits of an individual performance evaluation shall not be subject to the Grievance Procedure of this Agreement; however, Members will continue to have the right to add written comments in response to their performance evaluations, which shall remain attached to the evaluation for all purposes and at all times.

ARTICLE 18

HIRING

Section 1. Hiring.

The minimum age for employment for any position in the Sheriff's Office excluding civilian positions is 21 years of age. However, if there are not a sufficient number of qualified applicants, the minimum age may be lowered to 20 or 19 as necessary.

Applicants hired into entry level positions in either Law Enforcement or Detention must at a minimum successfully fulfill a written examination appropriate for the position, agility test, and

interview requirement. The minimum passing score on a written entry examination shall be at least seventy (70).

The Law Enforcement entry-level written examination will be developed under the purview of the Sheriff's Civil Service Commission.

In addition, the Sheriff may in each calendar year fill two (2) Law Enforcement entry-level positions notwithstanding the requirements of this Section (other than age) or Section 2. This provision does not limit the Sheriff's hiring authority or the number of other outside hires by the Sheriff consistent with historical trends as per Article 3 and Article 25. The evaluation of such hiring trends shall be in accordance with the decision in *In Re: DSABC and Bexar County, Regarding Outside Hiring*, the Sheriff will send the Association the names and dates of persons hired under this paragraph within thirty (30) calendar days.

Section 2. Rehire.

A Member who resigns and has an honorable discharge separation designation by the Sheriff's Office and any subsequent law enforcement agency employer may be considered for reappointment to an entry level position in Detention or Law Enforcement Division (as applicable to the member's position at the time of termination of employment), upon submitting a written application, provided the applicant meets all requirements for reemployment and applicable licensing, and subject to a probationary period as provided in this Agreement. All other things being equal, an applicant for rehire shall have preference. Applicants for rehire who left from Detention are not eligible for rehire into Law Enforcement for one hundred and eighty (180) calendar days from their date of separation-

Section 3. Modified Hiring Process for Lateral Entry Deputy Sheriff

A. Applicability.

The Modified Hiring Process applies only to the hiring of experienced law enforcement officers who may not need to attend the Department's regular Training Academy program.

B. Eligibility Requirements—Deputy Sheriff—Detention Officer.

1. The Sheriff shall establish the eligibility requirements for applicants for the Modified Hiring Process for Deputy Sheriff—Detention Officer. The requirements need not be the same as those applicable to applicants for the position of Cadet in the Department's regular Training Academy. The requirements may be modified by the Sheriff, but shall include at least the following:
 - a. At the time of application, the person must be actively employed as a TCOLE licensed Detention Officer or Peace Officer with a municipal, county or state law enforcement agency; or

- b. The applicant has served as a Peace Officer or Detention Officer in a federal law enforcement agency, or in another state as a detention or law enforcement officer, and receives a TCOLE Detention Officer license prior to being employed by the Bexar County Sheriff’s Office; or
 - c. The person has previously been a TCOLE licensed Detention Officer or Peace Officer and is eligible to be re-licensed prior to employment; and
 - d. Have obtained a high school diploma or a GED.
 - 2. Each applicant will be subject to a background investigation.
 - 3. The Sheriff may, at his or her sole discretion, deny the application of any applicant for the Modified Hiring Process and may determine whether a particular applicant meets the eligibility requirements, however, nothing in this section shall give the Sheriff the authority to waive any eligibility requirements.
- C. Eligibility Requirements—Deputy Sheriff—Law Enforcement.
- 1. The Sheriff shall establish the eligibility requirements for applicants for the Modified Hiring Process for Deputy Sheriff—Law Enforcement. The requirements need not be the same as those applicable to applicants for the position of Cadet in the Department’s regular Training Academy. The requirements may be modified by the Sheriff, but shall include at least the following:
 - a. At the time of application, each applicant must be actively employed as a law enforcement officer for a municipal, county, or state law enforcement agency that handles a full array of urban police work.
 - b. Each applicant must have a total of at least three years of active service as a law enforcement officer for one or more municipal, county, or state law enforcement agency. Employment by or experience with a school or university law enforcement agency is not acceptable.
 - c. Each applicant shall hold a current peace officer license from the Texas Commission on Law Enforcement Officer (TCOLE) or shall meet criteria established by the Sheriff for obtaining the TCOLE license.
 - 2. Each applicant will be subject to a background investigation.
 - 3. The Sheriff may, at his or her sole discretion, deny the application of any applicant for the Modified Hiring Process and may determine whether a particular applicant meets the eligibility requirements, however, nothing in this section shall give the Sheriff the authority to waive any eligibility requirements.

D. Selection and Placement

Upon hire, the applicant will be placed in the position of “Cadet Senior—Detention” or “Cadet Senior—Law Enforcement” respectively, regardless of any rank or position the officer previously held in another law enforcement agency. Each Cadet Senior must complete a Modified Training Academy and probationary period.

E. Training and Probation

1. The Sheriff shall establish the training requirements for a Modified Training Academy. All Cadet Seniors hired through the Modified Hiring Process must successfully complete the Modified Training Academy.
2. Each Cadet Senior shall successfully complete the same probationary period as officers hired through the Department’s regular hiring process.

F. Civil Service Status

A Cadet Senior who successfully completes the Modified Training Academy will be placed in the Civil Service classification of Deputy Sheriff—Detention or Deputy Sheriff—Law Enforcement, respectively, and automatically becomes a full-fledged Civil Service employee and has full Civil Service protection, upon successful completion of probation. Until completion of probation, each officer hired through this Modified Hiring Process is an at-will employee who may be discharged by the Sheriff at any time, without right of appeal.

G. Pay and Seniority

1. Upon the member being sworn in as a Bexar County Sheriff’s Deputy, the Sheriff may determine the pay rate for each member hired through the modified hiring process with a starting pay not to exceed Grade LE03 Step 3 for Law Enforcement and DT01, Step 3 for Detention tier.
2. Regardless of the pay rate established for each Cadet, seniority for purposes of longevity pay shall begin when the Member successfully completes the Modified Training Academy.

H. Promotional Eligibility

Members hired through the Modified Hiring Process must meet the same promotional eligibility requirements as a Deputy Sheriff—Detention or Deputy Sheriff—Law Enforcement, respectively, as those hired through the Department’s regular initial hiring process.

I. Implementation

The Modified Hiring Process described by this Article may be used at any time, for any number of applicants, as authorized by the Sheriff.

Section 4. Referral Incentive.

Nothing in this Agreement shall prohibit the County from offering incentives to existing Members for assistance with recruitment and referrals for both initial hires as Deputy Sheriff and lateral entry Deputy Sheriff, as long as any such incentive is applied equally to all Members, however any such incentive program shall not be considered maintenance of standards or a past practice.

ARTICLE 19

DISCIPLINE/INVESTIGATIONS

Section 1. Scope and Purpose.

A. This Article pertains to administrative discipline by the employer for violations of rules and policies of the Sheriff and the ~~Bexar County~~ Sheriff's Civil Service Commission. Nothing in this Article or agreement modifies or limits the authority of the Sheriff, the District Attorney, or the Courts to carry out and enforce the criminal law of the State under processes set by law, as to employees of the Sheriff.

B. This Article is intended to establish a process for discipline of law enforcement and detention officers in order to serve and protect the public by achieving professional performance of the job, respect for the rights of the citizens that we serve and providing due process and fair administration of progressive discipline for the men and women who perform this vital public service. This article provides for the full and fair investigation of the conduct or misconduct of deputies on duty, during the performance of law enforcement work while not on a duty shift for the Sheriff, and during off duty time under circumstances where the context has an impact on the Department and the public interest. The objective of this Article is to find the truth and serve the public interest, while respecting and protecting the rights of each Member under the rules, policies, and applicable law.

Section 2. Time Limits for Discipline.

A. **Minor Misconduct.** Minor misconduct is defined as slight variances to Department policies, procedures, responsibilities, and expectations. The Sheriff is precluded from imposing discipline or otherwise complaining of any acts or occurrences earlier than the one hundred and eightieth (180th) calendar day immediately preceding the date on which the Sheriff or a chain of command supervisor discovers or knows of the alleged misconduct.

B. **Major Misconduct.** Major misconduct is significant variance(s) to Department policies, procedures, responsibilities, and expectations, including, but not limited to, serious behavior infractions, acts showing lack of good moral character, DWI, intoxication/impairment (on duty), BWC misconduct, contraband (into jail), failure to secure evidence, sexual harassment, untruthfulness issues, abuse of official position, improper/unauthorized use of County property, failure to timely report a Major Misconduct of which the Officer was aware. The Sheriff is precluded from imposing discipline or otherwise complaining of any acts or occurrences earlier

than the three hundred sixty fifth (365th) calendar day immediately preceding the date on which the Sheriff or a chain of command supervisor discovers or knows of the alleged misconduct.

C. **Injury to the Public or Citizen Rights.** Misconduct that involves significant personal, physical, or mental injury to another person, or which would violate not only a department rule but would infringe upon the constitutional rights of another person. Such violations would include excessive force, unlawful arrest, unlawful search, racial or discriminatory profiling, unlawful use of authority to detain, prosecute, or take law enforcement action and improper vehicular pursuit, listed only as examples and not as limitations. The Sheriff is precluded from imposing discipline or otherwise complaining of any acts or occurrences earlier than the two years (730 days) immediately preceding the date on which the Sheriff or a chain of command supervisor discovers or knows of the alleged misconduct.

D. The date that discipline is imposed within this deadline is the date of service of a “notice of proposed disciplinary action” or written reprimand upon the member.

E. Conduct is “discovered” or known to a chain of command supervisor when it has been communicated by written notice or record of any kind, including incident or duty reports or supplement reports actually received by a supervisor in the chain of command above the subject officer’s immediate supervisor. The conduct must be described to a sufficient degree that a reasonable supervisor would recognize or identify it from the description as an apparent potential violation of policy.

For example: if a deputy is alleged to have committed misconduct, the conduct is considered discovered when the deputy’s chain of command lieutenant or above is made aware as stated above; similarly, for higher ranking members, supervisor in the chain of command above the subject Officer’s immediate supervisor must be aware.

F. A disciplinary action for administrative violations that are related to, or which could also involve charges of criminal conduct involving a DWI, a family violence offense, a felony or crime of moral turpitude, may be brought at any time. Such “criminal conduct” for purposes of this provision does not require that a criminal charge be filed against the employee. It is understood that discharge from service as a result of conviction for any offense which makes a member ineligible to hold a peace officer’s license is not a disciplinary action, but is a separation based on the conditions of employment.

G. This agreement does not change or affect the authority of the Sheriff to take administrative disciplinary action independently of any determination or outcome in the criminal justice system or the courts, as to any member who does not have the required TCOLE license for the job.

Section 3. Cause Required for Discipline.

A non-probationary Member may be disciplined only for “just cause” as defined herein. Disciplinary actions include suspension, demotion, termination, and written reprimand. “Just cause” means the violation of a legitimate rule, policy, or standard of conduct as alleged and that

the action taken was appropriate. The burden of proof rests on the employer by a preponderance of the evidence.

Section 4. Internal Affairs Investigations.

This procedure shall apply to all investigations of Member misconduct conducted by Internal Affairs (IA).

A. An interview of the charged Member shall take place at a location designated by the investigating officer, usually at the main facility to which the Member is assigned or the Professional Standards and Integrity Office.

B. The Member shall be informed of the rank, name, and command of the person in charge of the investigation, and the identity of all persons present during the interview. If a Member is directed to leave his/her post and report for interview to another command, the Member's assigned command shall be promptly notified of the Member's whereabouts.

C. The Member under investigation shall be informed in writing twenty-four (24) hours prior to being interrogated or asked to otherwise respond to an investigation of the general nature of the investigation, and sufficient information to reasonably apprise the Member of the allegations shall be provided. At any interview, the Member, or the Member accompanied by his/her attorney or representative, shall be entitled to review but not copy verbatim or photocopy any complaints, affidavits, or other written statements, GPS (Global Positioning System) / AVL (Automatic Vehicle Location) readouts, video recordings, and photographs, which have been gathered as part of the administrative investigation. In addition, the Member shall be entitled to view body camera recording of the incident in accordance with Texas law. Access to video from a body worn camera is subject to the provisions of Subchapter N, Chapter 1701 Texas Occupations Code SB 158, and any Department policies adopted under that statute. The Member shall have no right of access to the investigator's work product, to materials confidential by law, or to any materials the release of which could cause a significant security risk. The Sheriff specifically retains the authority to terminate any Member who intentionally turns off their body camera during a confrontation and nothing in this provision shall be interpreted to the contrary.

D. In addition, if the investigator later obtains additional accessible information which is provided to IA prior to the issuance of "Notice of Proposed Disciplinary Action," the Member, or the Member accompanied by his/her attorney or representative, shall be entitled, upon request, to review same and provide a supplemental or modified statement.

E. The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are deemed necessary. The investigating officer shall advise the Member being interviewed of an estimated time for the interview process. Interview sessions may be held on consecutive days until the interview process is completed but in no circumstances, unless otherwise agreed by the Member and his/her attorney or representative, shall a Member be required to submit to any single interview session for more than six (6) hours, excluding times allowed for meals or breaks lasting for more than ten (10) minutes.

F. The Member shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed so as to prohibit the investigator from informing the Member under investigation that this conduct can become the subject of disciplinary action resulting in disciplinary punishment.

G. In all investigations where a Member is to be interviewed concerning an alleged act which, if proven, may result in any disciplinary action, the Member under investigation shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her own choosing or a representative of the Association before being interviewed. An attorney of his/her own choosing or a representative may be present during the interview. A representative may not be a person who is related to the respondent, or a Member with involvement in the incident being investigated. Such Attorney or representative may not participate in the interview except to counsel the Member, or to assert any rights afforded to the Member under this Article in a manner which does not impair the ability of the investigator to conduct the interview and obtain information directly from the Member. At any time during the interview the Member under investigation may request to consult with his/her attorney in private, prior to continuing the interview. The attorney may not obstruct or interfere with the interview, and the investigator may impose reasonable limits on such conferences in order to complete a meaningful investigative interview and to obtain a written statement or response from the Member in the Member's own words. If a scheduled interview in a matter is rescheduled once, then the Sheriff shall be under no obligation to reschedule any further scheduled interview.

H. Upon written request, any Member under investigation shall be given an exact copy of his/her own written statement.

I. The refusal by a Member to answer pertinent questions concerning any administrative matter may result in disciplinary action, provided the Member is advised that his/her refusal to answer may result in such action, and he/she is then given a reasonable opportunity to cure such refusal.

J. Each investigative interview shall be video recorded by the Department. The recording shall be provided no later than the next day for review by the Member or the Member accompanied by his/her attorney or designated representative, absent technical issues.

K. Neither a Member nor a representative of the Sheriff shall record a conversation between a Member and a representative of the Sheriff without disclosing intent to record prior to the conversation. Possession of a recording device within the IA Unit, or possession while being interviewed by a representative of the Sheriff without disclosing its presence at the time of entry into the IA Unit or at the time the interview commences outside the Unit shall be prima facie evidence of a violation under this Section. Deputies violating this Section shall be subject to disciplinary action.

Nothing in this Section is to be construed to limit the authority of the Sheriff to authorize the wearing of a recording device during the investigation of criminal activity, which may include Member involvement.

L. Nothing in this Article shall be construed to limit the authority of the Sheriff's Office to conduct administrative investigations nor shall anything in this subsection be construed to relieve the Member of his/her obligation to fully cooperate with said investigations, to comply with the Rules and Regulations and Procedures of the Sheriff's Office, to provide thorough, complete and truthful responses to requests for written statements and written interrogatories in connection with said administrative investigations. In all IA investigations where the IA investigator knows that the Member is subject to a companion or concurrent criminal investigation, the Member will be given a Garrity warning by the IA Investigator, and the Member's IA statement gathered as part of the administrative investigation shall not be released to the criminal investigating entity, except as required by law or court decision.

M. A polygraph examination by a certified licensed polygraph operator who has an active license at the time of the examination, may be required of a Member, who is the subject of this investigation by the Sheriff only in the strictest confidence. If the issue is based on a complaint from outside the Department, a polygraph shall only be required:

- a. where the complainant who gave a written statement shall have been examined and in the opinion of the polygraph examiner no deception is indicated regarding matters critical to the matter under investigation.
- b. where the investigator has found reasonable cause to require a polygraph of the Member, and the Sheriff has ordered the Member to submit to a polygraph.

The fact that an examination is ordered or administered and the results thereof shall not be disclosed by the Sheriff or the examiner to any person, except following execution of a written agreement between the Sheriff and the examined Member, or as provided herein. The Deputy Chief, Chief Deputy and Sheriff will be allowed to review and consider the report and the results of the polygraph examination in connection with any disciplinary action and when hearing any grievance or appeal of any discipline issued as a result of any investigation which included the polygraph examination. In any disciplinary proceeding or hearing, the polygraph report and the results of the polygraph examination may be offered in evidence by either party, subject to a ruling by the fact finder on its admissibility as evidence in that proceeding.

N. The Member shall be provided written notice, in a sealed envelope, of the disposition status of any complaint filed with the IA Unit where the Member in question had to respond in writing to the complaint.

O. No Member shall be required to submit to interview by the IA Unit, or to submit a written report thereto, on the basis of a single anonymous complaint unless a supervisor has made an inquiry and determined in writing, stating the reasons, that an investigation is necessary and justified.

P. A Member who is served with written allegations of wrongdoing or interrogatories shall have no less than 48 hours to submit a written response.

Q. Only an officer holding supervisory rank may conduct an investigation of a Member of alleged or suspected misconduct by a Member of the Bargaining Unit.

R. Internal hearings grieving a disciplinary matter shall be on the off-duty time of the Member, and the off-duty time (or Association Leave Time) for the Association representative. All other investigatory and disciplinary procedures currently in effect or as amended by appropriate authority shall apply.

S. Investigations of fraudulent application for workers' compensation or injury leave shall not be subject to this Section.

T. After service of a "Notice of Proposed Disciplinary Action", and again after Disciplinary Action is taken, a Member, or a Member accompanied by his/her attorney or representative, will be allowed to review but not copy material in the investigation file excluding the investigator's work product, any material confidential by law, or to material the release of which could cause a significant security risk. The Member shall not release the information provided in this Section to any person other than his/her attorney or representative. Neither the Member, the Association, nor his/her representatives shall seek any information under the Texas Public Information Act relating to the investigation.

U. Absent exigent circumstances, the County will schedule the Loudermill hearing within two (2) weeks after providing the Member Notice of Proposed Disciplinary Action. The Sheriff's Order of Disciplinary Action will be issued within three (3) weeks after the Loudermill hearing.

Section 5. Citizen Advisory Action Board (CAAB)

A. The CAAB is created and authorized by this agreement, as provided below.

B. The purpose of the CAAB is:

1. To assure timely, fair, impartial, and objective administrative review of complaints against deputy sheriffs, while protecting the individual rights of officers and civilians.
2. To provide transparency in policing and thereby fostering trust between the community and the Sheriff's Office.
3. To provide independent recommendations to the Sheriff for discipline or remedial training, which the Sheriff may consider in making his final disciplinary decisions.
4. To provide a forum where complainants and witnesses are able to give testimony on either side of a complaint in an environment where they feel safe from intimidation or the perception of intimidation from any source.

C. Authority.

1. The CAAB shall be authorized to hear and review all significant administrative cases against members as defined herein. They shall also be authorized to hear and review cases when requested by a Complainant, the Respondent Deputy, or the Sheriff. In all cases reviewed, they shall make recommendations prior to disciplinary action being taken by the Sheriff. However, all parties understand that there will be circumstances, where the hearing of complaints may be after initial disciplinary action is taken, which would include cases nearing the time limit for discipline. This provision shall not change the applicable deadlines for taking disciplinary actions.
2. The CAAB's role shall be advisory only. The recommendations shall be to the Sheriff for matters within the Sheriff's statutory authority and prerogatives, including, the discipline of deputies. The CAAB members shall have no authority to conduct any investigations independently.
3. "Significant administrative cases" shall not include line complaints that are handled by supervisors, or cases denoted as minor in the disciplinary matrix currently in effect. Matters of that nature are within the authority of the CAAB to review if they involve a continuing pattern of such misconduct, which shall be determined by the Chair, after his/her consultation with the Assistant Chief for IA. They do include all cases where the alleged, suspected, or investigated misconduct includes the use of force, abuse of law enforcement authority, or violation of the constitutional or legal rights of a citizen, member of the public, or prisoner.
4. Except as otherwise provided by this Agreement, the Sheriff retains all management rights and authority over the process of administrative investigation of alleged misconduct by Bexar County Deputies that could result in disciplinary action. The Sheriff retains final authority over any disciplinary action or decision not to impose discipline, subject only to appeal under state law and any provisions of this agreement.

D. The Commissioners Court shall appoint all voting members of the CAAB that provides active citizen participation and recommendation on administrative investigations.

1. The CAAB shall be comprised of ten (10) appointees of eligible citizens appointed as set forth below.
 - a. The members of the CAAB shall be appointed by the Commissioners Court, with each Commissioner recommending two (2) members and the County Judge recommending two (2) members. The Chair of the CAAB shall be appointed by the Commissioners Court.
 - b. Citizens appointed to serve on the CAAB shall meet the minimum requirements for eligibility established under state statute for service on the Sheriff's Civil

Service Commission and shall take an oath of office as members of the CAAB.

- c. CAAB members may not have been a party to any civil action against any Deputy, Detention Officer, the Sheriff or Bexar County in the previous five (5) years, or file a civil action against any Deputy, Detention Officer, the Sheriff or Bexar County during their term on the CAAB.
 - d. In addition, no person shall be appointed to serve on the CAAB who has been indicted for a felony or a crime of moral turpitude, or officially charged with a Class A or B Misdemeanor.
 - e. It is the intent and purpose of these provisions that individuals selected shall be capable of objective review and evaluation of various aspects of the law enforcement that are involved in disciplinary investigations and decisions.
 - f. Members of the CAAB shall serve at the pleasure of the Commissioners Court, which may remove them, or replace them at any time, with or without cause. CAAB members shall have no right to the position and shall not be entitled to removal proceedings or a hearing. If not removed or replaced, a member shall serve for a two (2) year period, subject to potential reappointment for an additional two (2) year term. The County's Ethics ordinance shall apply to all members of the CAAB.
 - g. Resign to Run. Any person involved in the citizen oversight process as a CAAB member, who files for public elective office shall immediately resign from their position on the CAAB, and failing such resignation, shall be immediately removed by the Commissioners Court.
2. The Association President shall appoint one (1) non-voting citizen to serve as a member of the CAAB who shall serve at the pleasure of the Association. The appointee shall meet the same eligibility requirements to serve as voting members of the CAAB. The Sheriff may provide resource persons with subject matter expertise as observers, who shall participate as needed.

E. Training.

CAAB members shall have not less than twenty-four (24) hours of training, including orientation work at IA, and one shift on the ride along program. The responsibility for the training of each new member of the CAAB shall fall upon the Commander of the IA Section. The Chair and the Sheriff shall collaborate to set up a program for continuing training and updates to members of the CABB, as they shall find necessary to keep board members current. This shall include updated information about policies, training, and internal processes in the BCSO.

F. Meetings.

1. The Chair of the CAAB shall call meetings as necessary to conduct any regular business and to hear and review all administrative cases covered by their authority.
2. A quorum for any CAAB meeting shall be six (6) CAAB members.
3. The liaison between the CAAB shall be the IA Commander for the setting of hearings and for the purposes of case briefing and inspection of case files by members of the CAAB. The IA Commander shall designate an investigator to present information on each case scheduled for the CAAB, and to respond to questions or requests for additional information.
4. The Chair shall work with the IA Commander to schedule any complaint for a meeting of the CAAB. Notice shall be given to the President of the Association, and to any complainants or witnesses who register for notice as to an incident.
5. By virtue of its purely advisory role, the CAAB is not a governmental body and is not formally subject to the Open Meetings Act. Nonetheless, the following shall be adhered to:
 - a. All meetings of the CAAB shall have a properly posted agenda listing all topics to be discussed and/or deliberated, with such posting to be a minimum of seventy two (72) hours prior to such meeting;
 - b. All meetings of the CAAB shall be open to the public for observation purposes; however, the CAAB's meetings are for the purpose of receiving information, factual evidence, and legal briefings for the CABB to discuss and reach its determinations;
 - c. All meetings of the CAAB shall be recorded and such recording shall be made available on the County's website as soon as practicable, but no later than four (4) business days after the meeting; and
 - d. Nothing in this provision shall in any way be construed to alleviate the confidentiality provisions of this Article.
6. The CAAB shall adopt rules for the orderly hearing of administrative cases brought before it, which allows for public presentation of the investigative case facts by the assigned investigator. These rules shall be consistent with the concept of providing a forum free of intimidation from any source, as stated in Section 5, subsection B(4). Investigative facts involving a right to privacy shall be heard in executive session. The CAAB may consult the District Attorney's office concerning the scope of the right to privacy. The CAAB may also hear, pursuant to its rules, voluntary input from the Complainant, voluntary input from the Respondent Deputy, and voluntary input from the Sheriff or his designees. The purpose of the hearing is to

obtain relevant factual information about the allegations, and the CAAB shall limit public input to such factual considerations, policy provisions, and training information. The CAAB shall limit public input to these purposes, just as the Civil Service Commission limits testimony and evidence in its consideration of appeals. In this context, the CAAB may allow witnesses to provide factual information relevant to the case, as deemed appropriate by the CAAB. Individuals may provide written information or statements relevant to the disciplinary investigation, and the CAAB may accept or reject those materials, based upon their factual relevance and application to the case. If new information, not included in the IA case file is presented, the witness or presenter shall be referred to the IA division to provide a written statement or other evidence, and the CAAB shall notify the Sheriff. There shall be no administrative requirement, including but not limited to an order from the Sheriff, that a Deputy or Detention Officer appear or present evidence to the CAAB. In all hearings where an accused Member voluntarily agrees to participate, the Member shall be afforded a reasonable opportunity to contact and consult privately with an attorney of his/her own choosing or a representative of the Association. An attorney of his/her own choosing or a representative may be present during the hearing. The Member's attorney or representative may not be a person who is related to the respondent, or a member with involvement in the incident being heard. Such Attorney or representative may not participate in the hearing except to counsel the Member, or to assert any rights afforded to the Member under this Article in a manner which does not impair the ability of the CAAB to conduct the hearing. Any attorney or representative must agree in writing not to disclose any information designated as confidential under a right to privacy and may not record any executive session discussions or evidence. The CAAB will seek to accommodate the schedule of parties and counsel, but shall not be required to make any postponement that would impair the disciplinary deadlines for action. At any time during the hearing, the Member may request to consult with his/her attorney or representative in private, prior to continuing the hearing. The attorney or representative may not obstruct or interfere with the hearing, and the CAAB may impose reasonable limits on such conferences in order to complete a meaningful hearing and to hear from the Member in the Member's own words.

7. Notice of all CAAB meetings and a copy of the agenda shall be given to the Sheriff, the Association, the Civil Section of the District Attorney's Office, the Complainant, the Respondent Deputy, and to any complainants or witnesses who register for notice as to the incident.
8. Separately, the Commander of IA shall promptly notify any Deputy, Detention Officer, or the Sheriff who is the subject of a complaint listed as an agenda item as to the scheduled meeting.
9. Prior to a hearing on an administrative case, each member of the CAAB shall be entitled to review the investigative summary from IA and to review the case files, within the limitations as set forth below regarding right to privacy.

10. The CAAB shall make recommendations and forward these recommendations to the Sheriff. Such recommendations are advisory only and are not binding on the Sheriff or the Commissioners Court. After the Sheriff's decision on the investigation and any discipline has taken place, the Commissioners Court shall receive notice of the Sheriff's determination, and the CAAB's recommendations. The recommendations shall then be posted and available on the County website within four (4) business days after the Sheriff's determination.
11. The CAAB shall use its best efforts to make a recommendation to the Sheriff on all administrative cases against members as requested by a Complainant, the Respondent Deputy, or the Sheriff prior to disciplinary action being taken by the Sheriff. It is understood that on occasion, due to disciplinary time constraints or other reasons, a hearing may not be able to be held prior to disciplinary action. In such cases, the CAAB will make a follow up recommendation as soon as possible after disciplinary action is taken.
12. This Section does not impair the rights of county officials, including the Sheriff and the members of the Commissioner's Court, to participate in or take actions in connection with developing the processes, procedures, and rules for the CAAB, when they are not inconsistent with the provisions of this Agreement.
13. Prior to the scheduled approval of such processes, procedures, and rules for the CAAB, the Association shall be entitled to notice to provide the opportunity for review and input, but shall have no right to approve or disapprove.

H. Case Briefings and Right to Privacy.

1. The liaison for the CAAB shall be the IA Commander for the purposes of case briefing and inspection of case files.
2. An accused Deputy has a right to privacy as defined by state law. All members of the CAAB shall respect that right to privacy and shall have a duty to maintain the confidentiality of privileged or non-public information. Each member of the CAAB shall sign a pledge of confidentiality, agreeing to maintain the confidentiality of privileged matters under applicable law. Any violation of this right shall be grounds for disqualification or removal from the CAAB, as set forth below. "Right to Privacy" shall not include the right to non-disclosure of public information as defined by law. It applies only to the right of any accused Deputy of the Sheriff's Office to have the confidential or privileged facts, testimony and evidence brought before the CAAB held in confidence by the members hearing the case and shall not extend to include any public information or information imparted to the CAAB from public information, or from individuals not officially connected to the Internal Security process. CAAB members are not bound to this requirement after confidential information becomes public information according to law. This article shall not be interpreted to impair or affect the right of any person, including the citizens on the CAAB, to make report any law enforcement agency, or to testify

under subpoena, the rules of discovery, or order of any court. This article be interpreted to impair or affect the rights of any Deputy under *Garrity vs. New Jersey* or its progeny and *Miranda vs. Arizona*.

3. Access to Confidential Information by CAAB. The CAAB shall have full access to all administrative investigative and disciplinary files for cases before the CAAB necessary to perform their functions under this Agreement. CAAB members may ask questions and obtain specific facts, details and information from the IA investigator. CAAB members may ask questions or obtain further information from the Sheriff based upon a written request.
4. The prohibitions and restrictions apply to any confidential information viewed by the CAAB during this review opportunity. The CAAB shall not copy or remove any portion of the file. The Sheriff shall be responsible for security of the file. Criminal investigation files, even though copies may be in the IA investigator's possession, are not available for active criminal investigations. The CAAB shall maintain confidentiality at all times until the case under investigation has reached its finality, inclusive of the appeal process. Unauthorized release of confidential information or breach of any confidential provisions shall be the basis for removal from Office and may be subject to civil liability and criminal prosecution.

Section 6. Procedures After Felony Indictment or Misdemeanor Complaint.

The Parties agree that the following provisions shall control notwithstanding any provisions in TLGC Chapter 158:

A. If a Deputy or Detention Officer is indicted for a felony or officially charged with the commission of a Class A or B misdemeanor, the Sheriff may temporarily suspend the person with or without pay for a period not to exceed forty-five (45) calendar days after the date of final disposition of the specified felony indictment or misdemeanor complaint.

B. The Sheriff shall notify the suspended Deputy or Detention Officer in writing that the person is being temporarily suspended for a specific period with or without pay and that the temporary suspension is not intended to reflect an opinion on the merits of the indictment or complaint.

"Final disposition," for the purpose of this section, means a disposition in the trial court, by acquittal, conviction, or plea agreement including a guilty plea, a no-contest plea, deferred adjudication, pre-trial diversion, probation or expungement.

C. If the Sheriff temporarily suspends a Deputy or Detention Officer under this section and the Deputy or Detention Officer is not found guilty of the indictment or complaint in a court of competent jurisdiction, the Deputy or Detention Officer may appeal to the Sheriff's Civil Service Commission for recovery of back pay. The Sheriff's Commission may award all or part of the back pay or reject the appeal; provided, however, that if a Deputy or Detention Officer has pleaded guilty or received probation, pre-trial diversion, or deferred adjudication in connection with

another or lesser included offense in order to obtain dismissal of the felony or Class A or B misdemeanor, the Deputy or Detention Officer may not receive back pay in such an appeal.

D. Acquittal or dismissal of an indictment or a complaint does not mean that a Deputy or Detention Officer has not violated civil service rules and does not negate the charges that may have been or may be brought against the Deputy or Detention Officer by the Sheriff.

E. If a Deputy or Detention Officer is indicted for a felony or officially charged with the commission of a Class A or B misdemeanor the Deputy or Detention Officer shall notify the Sheriff of the charge or indictment within forty-eight (48) hours of any arrest related to the charge or indictment. Upon conviction, acquittal or dismissal of a Class A or B misdemeanor or felony the Deputy or Detention Officer shall within forty-eight (48) hours notify the Sheriff in writing.

F. Final conviction of a felony or Class A or B misdemeanor shall terminate the employment of a Deputy or Detention Officer without right of appeal.

Section 7. Texas Gov't Code Chapter 614, Subchapter B Not Applicable.

The parties agree and understand that this Article satisfies the non-applicability provision of Subchapter B, Chapter 614, Texas Government Code, which Subchapter will not apply to the Members.

Section 8. Appeals.

A. This section is no longer in effect thirty (30) calendar days after the oath of office for all new Civil Service Commissioners. Any disciplinary appeals filed with the Commission prior to that date shall be handled pursuant to this section.

B. No provision of this Article may be grieved under the Contract Dispute Resolution Procedure of this Agreement as stated therein it being the intention of the parties to confirm that all matters related to disciplinary action may only be brought in the disciplinary appeal before the Sheriff's Civil Service Commission or Arbitrator under Section 9 herein, as applicable.

C. A Member may appeal a suspension to the Sheriff's Civil Service Commission in accordance with the Rules of the Sheriff's Civil Service Commission, under the applicable procedures and rules established by law or authority, and this Agreement. Appeals of suspensions without pay for periods of more than thirty (30) days must be heard before the Sheriff's Civil Service Commission within ninety (90) days of the filing of notice of appeal by the Member, unless a continuance is granted by the Chairperson by mutual agreement, or for good cause as determined by the Chairperson. "Good Cause" may, in appropriate circumstances, include such things as the absence of a Commission member, the number of matters on the Commission's agenda, or the unavailability of a party's attorney or other representative. If the case is not heard within ninety (90) days, unless continued as provided herein, the disciplinary action shall be set aside.

D. A Member may appeal dismissal or demotion to the Sheriff's Civil Service Commission in accordance with the Rules of the Sheriff's Civil Service Commission. A Member elects a speedy

hearing on an appeal of a dismissal by making a written request in the Notice of Appeal. If requested, the Commission shall schedule and hear the case within ninety (90) days of the filing of the appeal, unless a continuance is granted by the Chairperson by mutual agreement, or for good cause as determined by the Chairperson. "Good Cause" may, in appropriate circumstances, include such things as the absence of a Commission member, the number of matters on the Commission's agenda, or the unavailability of a party's attorney or other representative. If the case is not heard within ninety (90) days, unless continued as provided herein, the disciplinary action shall be set aside.

E. A Member's appeal of his/her dismissal or demotion may be heard by an Arbitrator as set out below. A Notice of Appeal requesting arbitration by the Member stating the grounds for the appeal and a request by the Association that the Member's appeal be heard by an arbitrator must be filed with the Sheriff's Civil Service Commission and the Sheriff's Human Resource Office within ten (10) business days of the Member's receipt of the final Order of dismissal or demotion. Failure by the Association to meet the time limit shall forfeit the appeal to arbitration, and any timely filed Notice of Appeal by the Member shall automatically constitute an appeal to the Sheriff's Civil Service Commission. A Member who initially files an appeal to the Sheriff's Civil Service Commission automatically waives any appeal to arbitration.

Section 9. Appeals.

A. This section shall be effective thirty (30) calendar days after the oath of office of all new Civil Service Commissioners. Any disciplinary appeals of suspensions filed with the Commission after that date shall be handled pursuant to this section.

B. No provision of this Article may be grieved under the Contract Dispute Resolution Procedure of this Agreement as stated therein it being the intention of the parties to confirm that all matters related to disciplinary action may only be brought in the disciplinary appeal before the Sheriff's Civil Service Commission.

C. A Member may appeal a suspension to the Sheriff's Civil Service Commission in accordance with the Rules of the Sheriff's Civil Service Commission, under the applicable procedures and rules established by law or authority, and this Agreement. Appeals of suspensions without pay for periods of more than thirty (30) days must be heard before the Sheriff's Civil Service Commission within ninety (90) days of the filing of notice of appeal by the Member, unless a continuance is granted by the Chairperson by mutual agreement, or for good cause as determined by the Chairperson. "Good Cause" may, in appropriate circumstances, include such things as the absence of a Commission member, the number of matters on the Commission's agenda, or the unavailability of a party's attorney or other representative. If the case is not heard within ninety (90) days, unless continued as provided herein, the disciplinary action shall be set aside.

D. A Member may appeal dismissal or demotion to the Sheriff's Civil Service Commission in accordance with the Rules of the Sheriff's Civil Service Commission. A Member elects a speedy hearing on an appeal of a dismissal by making a written request in the Notice of Appeal. If requested, the Commission shall schedule and hear the case within ninety (90) days of the filing of the appeal, unless a continuance is granted by the Chairperson by mutual agreement, or for good

cause as determined by the Chairperson. "Good Cause" may, in appropriate circumstances, include such things as the absence of a Commission member, the number of matters on the Commission's agenda, or the unavailability of a party's attorney or other representative. If the case is not heard within ninety (90) days, unless continued as provided herein, the disciplinary action shall be set aside.

E. Texas Local Government Code, Section 158.034, Appointment of Commission, as it relates to a county with a population of less than 2.8 million, if a majority of the employees voting at the election approve the creation of a sheriff's department civil service system, is preempted as follows in relation to the appointment of the Sheriff's Civil Service Commission:

1. The Sheriff shall appoint one person, the District Attorney shall appoint one person, the County Judge shall appoint one person, and each of the four County Commissioners shall appoint one person from their precinct to serve as a member of the Sheriff's Civil Service Commission that administers the system.
2. The Sheriff shall appoint the Chairperson.
3. The seven (7) voting members shall appoint a Sub-Chairperson by a majority.
4. For the non-disciplinary duties of the Commission at least five commissioners are needed to have a quorum.

A Panel of at least three commissioners is required to hear an appeal of a suspension one of whom shall be either the Chairperson or Sub-Chairperson.

A Panel of at least five commissioners is required to hear an appeal of a dismissal or demotion, one of whom shall be either the Chairperson or Sub-Chairperson.

Nothing herein prohibits the Commission from adopting rules that establish a rotation system in order to provide for three commissioners for each appeal of a suspension or five commissioners for each appeal of a dismissal or demotion.

The President of the Association shall appoint one non-voting ex-officio Association observer to the Sheriff's Civil Service Commission. The Association observer shall be allowed to sit on the dais as a representative of the Association and attend all meetings, both public and in executive session. The Association observer may not participate in the business of the Sheriff's Civil Service Commission or advocate for or against any decision of the Sheriff's Civil Service Commission. The Association observer shall register any complaints or concerns about the Sheriff's Civil Service Commission's actions to the President of the Association. The Association observer shall be required to execute a confidentiality and non-disclosure agreement for any such executive session; and, the observer shall not attend attorney client consultation sessions with legal counsel for the Commission.

Section 10. Arbitration Process.

A. This section is no longer in effect thirty (30) calendar days after the oath of office of all new Civil Service Commissioners. Any disciplinary appeals of termination/dismissal or demotion filed with the Commission prior to that date shall be handled pursuant to this section.

B. If the appeal is for arbitration of termination/dismissal or demotion, the Member and the Sheriff, or his/her designee, (the parties) shall attempt to mutually agree on an Arbitrator or the name of an Arbitrator on the agreed panel listed on "Exhibit A" to this Agreement. If the parties fail to agree on an Arbitrator within fourteen (14) calendar days after the appeal is filed, the next arbitrator on Exhibit A (Panel of Arbitrators) by rotation (separate from arbitration of grievances under Article 13) shall automatically be designated as the Arbitrator for the appeal.

C. The hearing shall be commenced, but need not be completed, within ninety (90) calendar days of the Arbitrator's selection. Delay in commencement of the hearing within these time periods may occur due to unavoidable conflicts between the Arbitrator and the parties' schedules, or by mutual agreement of parties. However, if the Arbitrator selected cannot commence the hearing within ninety (90) calendar days from his/her selection, and there is no agreement to extend the hearing to a later date by the parties, the parties may agree on a substitute Arbitrator. The Arbitrator shall make an award within thirty (30) calendar days of the close of evidence or after receipt of briefs, if any. Post hearing briefs must be mailed to the Arbitrator within such time as is agreed to by the parties, or as directed by the Arbitrator.

D. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at its sole expense.

E. The award of the Arbitrator shall state which particular factual charges he/she finds to be true, if any, and the particular rules he/she finds such conduct to have violated, if any. Where the charges are upheld, the award shall state whether the termination/dismissal or demotion is upheld, or whether some lesser discipline is substituted.

F. The following rules shall govern the conduct of arbitration hearings under this Section, and of certain preliminary matters.

1. Upon written request by either party delivered at least thirty (30) calendar days prior to the date of the hearing, both parties to the proceeding shall provide to the opposing party, no later than fourteen (14) calendar days prior to the hearing, the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the Arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The Sheriff's witnesses are not limited to those listed in the Notice of Proposed Disciplinary Action or final Order of disciplinary action.
2. Upon written request delivered at least forty-five (45) calendar days prior to the date of the hearing, the parties, in writing, may request discovery from each other

concerning the appeal. Responses shall be due within thirty (30) calendar days of the date of the request. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request, the request shall be deemed denied. The requesting party may then apply to the Arbitrator, who shall order such discovery as is relevant to the nature of the case, consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the Arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he/she may deem material. In no event shall discovery be requested within forty-five (45) calendar days prior to the hearing, unless agreed by the parties. The arbitrator may not accept into evidence any discussions or offers of compromise or settlement.

3. The Arbitrator shall have the power to subpoena witnesses. The requesting party's attorney shall issue the subpoena in the name of the Arbitrator and immediately serve a copy of the subpoena on the other party's representative. Such issuance shall be considered the act of the Arbitrator. A party opposing a subpoena may file a motion to quash within five (5) calendar days of notice of the subpoena. If the Arbitrator grants the motion, notice that the subpoena was quashed must be sent to the subpoenaed witness. In no event shall a subpoena be issued less than fourteen (14) calendar days prior to the date of the hearing.
4. In all hearings under this Section, the Sheriff's Office shall prove its case by a preponderance of the evidence.
5. All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the Arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
6. The Sheriff and the County shall bear the expense of any witness called by the Sheriff. The Association shall bear the expense of any witness called by the Association. The County and the Association shall share equally the fees and expenses of the Arbitrator.

G. It is specifically and expressly understood that the decision of the Arbitrator is final and binding, except either party may appeal if the Arbitrator's decision was procured by fraud, collusion, or other unlawful means, or as otherwise provided in other applicable law.

H. The County recognizes that it is in the public's interest of preserving the stability and effectiveness of this Agreement to comport with the Association's exclusive bargaining agency in the administration of this Agreement. Only the Association may invoke arbitration as provided herein for a Member who has appealed his/her dismissal or demotion, and only the Association may represent or designate a representative for a Member in an arbitration proceeding under this Article.

I. Any deadline or time restrictions set out in this Agreement with respect to disciplinary proceedings may be modified by written agreement of the parties.

J. Members reinstated by order of the Sheriff's Civil Service Commission or Arbitrator's Award who fail to commence and diligently pursue any needed process to meet TCOLE or Sheriff's Office requirements to return to full duty within twenty (20) calendar days of the Commission's Order or Arbitrator's Award shall forfeit any such right to reinstatement. The Sheriff will request TCOLE to rescind the F-5 indicating a separation.

Section 11. Deputies on Leave Pending Investigation Related to Criminal Activity.

A. Administrative Leave without pay pending investigation for acts related to criminal activity cannot exceed a period of one hundred eighty (180) calendar days, after which the affected Member must either be returned to duty (pending further investigation or charges), placed on administrative leave with pay, served with a notice of proposed disciplinary action, arrested or formally charged with a criminal offense by prosecutorial authorities and either continued on leave without pay and/or disciplined.

B. In any appeal the issue of whether the Member shall be made whole for the period of administrative leave shall be combined in the same hearing as the appeal.

Section 12. Preemption.

It is expressly understood and agreed that this Article shall preempt any statute, Sheriff's Civil Services Rule, or Departmental policy, to the extent of any conflict with this Agreement and the procedures developed hereunder. This preemption provision includes, by way of example and not by way of limitation, any contrary provisions of Chapter 158 of the Texas Local Government Code. This does not prohibit an officer from arguing principles of progressive discipline made to current written policies or directives of the Sheriff. This article is applicable to acts of misconduct, disciplinary investigations and actions that occur after the date of this Agreement and acts of misconduct. Disciplinary investigations and actions that occurred prior to the date of this Agreement are governed by the terms of the prior Agreement.

Section 13. Written Reprimands.

Written reprimands shall not be grievable or appealable to the Sheriff's Civil Service Commission or any other administrative or judicial body unless based on a finding of untruthfulness or dishonesty. Within five (5) calendar days of receipt, Members who receive a written reprimand shall be allowed to attach a written rebuttal to the reprimand and may request an in-person review to the Sheriff or designee.

ARTICLE 20

PROBATION

Section 1. Initial Probation.

Members of the Bargaining Unit hired after the effective date of this Agreement shall serve an initial probationary period commencing from the date that the member is sworn in, as a licensed officer, with the Sheriff's Office and ending one (1) year thereafter, unless extended under applicable Sheriff's Civil Service Rules. The probationary period shall be extended for an equivalent period of any absence in excess of ten (10) consecutive working days. The probationary period cannot be extended for total period in excess of eighteen (18) months of which twelve (12) months must be in the performance of the regular job duties. A Member may be dismissed during this initial probationary period and any extension thereto without cause and shall have no right of appeal or review before any administrative or judicial body or any grievance procedure. No past waiver of this provision shall be considered as a past practice or maintenance standard.

Section 2. Promotional Probation Period.

Members of the Bargaining Unit who are promoted shall serve a promotional probation period of six (6) months commencing on the date of promotion. Failure to complete the probationary period shall not be subject to appeal or review before any administrative or judicial body or any grievance procedure. The probationary period shall be extended for an equivalent period of any absence in excess of ten (10) consecutive working days. Upon removal, the Member shall be returned to his prior rank and any time served shall be counted as time in the Member's former rank. This does not prohibit disciplinary action for just cause, including involuntary demotion, during the probationary period or thereafter.

ARTICLE 21

PROMOTIONS

A. The County and the Sheriff agree that Promotional Internal Review Boards will be conducted in good faith.

B. All Members who appear before the Promotional Internal Review Boards will be provided with an opportunity to obtain their completed "Bexar County Sheriff's Office Internal Review Board Feedback Form" to enable them to work on their overall performance effectiveness and promotional potential. A notice regarding the availability of IRB feedback forms will be included in the posted notice of that written promotional examination. The form will be made available to the Member at the Sheriff's Human Resources Department within sixty (60) calendar days of his/her written request.

C. Additional Points. Members passing the promotional written test with a score of 70% or higher for Deputy Sheriff shall have added to their raw written score up to a total of four (4) points from Education, Jailer Certification and Law Enforcement Certificate.

1. Deputy Sheriff—Detention
 - a. Education—whichever degree is highest (Accredited college or university degree accepted by TCOLE)

Associate Degree (.5) point;
Degree (1) points; or
Master’s Degree or higher (2) points
 - b. Jailer Certification—whichever certificate is higher

Intermediate Certificate (.5) point;
Advanced Certificate (1) point; or
Masters Certificate (2) points.

In addition to the four (4) points above, all candidates for promotion to Detention Corporal shall receive one (1) point per year of continuous service as a BCSO detention officer, not to exceed ten (10) points. All candidates for promotion to Detention Sergeant, Detention Lieutenant or Detention Captain shall receive one (1) point per year of continuous service in grade, not to exceed five (5) points.

2. Deputy Sheriff—Law Enforcement
 - a. Education—whichever degree is highest (Accredited college or university)

Associate Degree (.5) point;
Bachelor’s Degree (1) points; or
Master’s Degree or higher (2) points
 - b. Law Enforcement Certification—whichever certificate is higher

Intermediate Certificate (.5) point;
Advanced Certificate (1) point; or
Master’s Certification (2) points

In addition to the four (4) points above, all candidates for promotion to LE Investigator shall receive one (1) point per year of continuous service as a BCSO Deputy Sheriff—Law Enforcement, not to exceed ten (10) points. All candidates for promotion to LE Sergeant, LE Lieutenant or LE Captain shall receive one (1) point per year of continuous service in grade, not to exceed five (5) points.

ARTICLE 22

DRUGS AND ALCOHOL

Section 1. Purpose.

The County and the Association are mutually committed to providing the community with vigorous enforcement of the law while maintaining the highest levels of integrity and professionalism. The professional law enforcement responsibilities and integrity of a Sheriff's Office demand that Members refrain from possessing illegal drugs and avoid the negative effects of any form of drug, including alcohol. Therefore, the parties agree to institute the drug and alcohol testing and other provisions of this Article in an exercise of mutual assurance and deterrence.

Section 2. Background.

Members, like other citizens, can fall victim to the temptations and negative consequences of using and abusing drugs and alcohol. The use and/or abuse of many types of drugs and alcohol can produce undesirable effects on an individual's ability to function effectively on the job. The professional responsibilities and integrity of a Sheriff's Office demand that Members refrain from possessing illegal drugs and remain free of the negative effects of any form of drug, including alcohol.

In addition to responsibility for enforcing the law, the Sheriff's officers have a responsibility to protect the public. Illegal drug use or the abuse of any drug and alcohol by a Deputy Sheriff is contrary to these responsibilities. Drug and alcohol use can negatively affect a Member's health and performance, resulting in danger to themselves, their fellow Members, or the public and leave both the Member and the County subject to possible liability.

Section 3. Method.

A. In the law enforcement and detention profession, there exists the requirement that all personnel be on 24-hour call out status for emergency situations. Therefore, Sheriff's Office Members shall not possess or ingest any controlled substance or dangerous drug, whether on- or off-duty, unless the substance has been legally prescribed to the Member by a person licensed to do so. This provision shall not preclude the handling of any alcoholic beverage, controlled substance, or dangerous drug as evidence in accordance with Sheriff's Office policy and procedure.

Consumption or possession of drugs or alcohol on-duty is prohibited and is grounds for discipline. Being under the influence of alcohol (a) while operating or occupying any County or Sheriff's Office vehicle at any time; or (b) at any location, including County or Sheriff's Office premises or worksites, during the Members work hours, including lunch and break times shall be prohibited and is grounds for discipline. If the Member is on a lawfully prescribed medication being taken in a manner consistent with Departmental policy, the Member can assert it as a defense to any disciplinary action.

B. For the purpose of determining violations of law or of this Article ALL MEMBERS, REGARDLESS OF RANK OR POSITION, shall be subject to "FOR CAUSE," RANDOM, SERIOUS BODILY INJURY/DAMAGE, PROBATIONARY PERIOD, and PRE-PROMOTION testing. All drug and alcohol testing of Bargaining Unit Members shall be conducted under the procedures and criteria of this Article and for the purposes stated herein.

1. Random Testing. As used in this Article, "Random Testing" shall mean a system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs, and shall be a uniformed, unannounced testing of all Members in the Bexar County Sheriff's Office. Random Testing shall use a statistically random sampling of such Members based on a neutral criterion, such as social security numbers. Selection of Members for random testing shall be made through use of a secured computer selection process.
2. Serious Bodily Injury/Damage Testing. As a part of the parties commitment to providing a safe and secure work environment, Members may be subject to drug and alcohol testing pursuant to this policy following any documented, on-the-job incident where there is a death, or serious bodily injury (as defined in Texas Penal Code §1.07(46)) to any person involved which requires treatment by a licensed physician, or where there is any property damage of \$750.00 or more.
3. Probationary Period Testing. The Sheriff may require that Members submit to a drug and alcohol testing pursuant to Section 3C of this Article at any time during his/her initial probationary period as defined in Article 20 of this Agreement, and/or any extension thereto.
4. Pre-Promotion Testing. The Sheriff may require that Members submit to a drug and alcohol test pursuant to this policy prior to being promoted to investigator, corporal, sergeant, lieutenant, or captain. A positive test will result in disqualification for promotion.
5. For-Cause Testing. A Member shall be required to submit to urinalysis and/or other clinical or non-clinical procedures as may be designated by the Sheriff and at the time and place designated by the Sheriff, whenever either of the following situations exist:
 - i. Facts are sufficient to constitute a reasonable suspicion that a Member is under the influence of any drug or alcohol, whether illegal, controlled, prescription, or nonprescription
 - ii. A confidential investigation determines that facts are sufficient to constitute a reasonable suspicion that a Member is a user of controlled substances or dangerous drugs that have not been legally prescribed to the Member, or an abuser of legal drugs or alcohol.

C. Notification.

Members shall receive a maximum of six (6) hours notification prior to reporting to the testing location. No minimum notification time is required other than that which is necessary for transportation purposes. Whenever possible, the Member shall be notified during the Member's normal tour of duty on the day of the test.

The affected Member will be afforded the opportunity to have the Member's representative of choice with the Member at the time the specimen is taken. However, if the representative has not arrived at the designated location within one (1) hour, the test will be conducted without the representative being present.

D. Failure to take test.

Any Member who fails to appear for, or refuses to submit to urinalysis, or other clinical or non-clinical analysis procedures, at the time and place designated shall be subject to disciplinary action which may include dismissal from the Sheriff's Office.

E. Reporting suspected drug use and ordering testing.

Any Member receiving or having credible information regarding the illegal use, possession, or sale of any controlled substance or dangerous drug by another Member shall immediately bring that information to the attention of a supervisor or the Sheriff. Any supervisor receiving such information from any source shall immediately bring that information to the attention of the Sheriff. Upon receipt of such information, the Sheriff shall conduct a confidential investigation in accordance with existing procedures for confidential investigations.

The Sheriff, Chief Deputy, and Deputy Chiefs have the authority to order a Member to submit to "for cause," serious bodily injury/damage, random, or pre-promotional drug or alcohol testing.

Section 4. Random Testing.

One hundred percent (100%) of Members of all ranks, including the Sheriff, shall be susceptible to mandatory testing for illegal drugs and controlled substances, during each calendar year on a fair and impartial statistical basis at the County's expense. The fair and impartial statistical basis (in which each Member has an equal chance of being selected during a calendar year) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the County, and the Member shall be tested upon being selected by the computer. The computer program shall be designed to ensure that no Member shall be randomly tested more than once in any twelve (12) month period.

Section 5. Testing Procedures.

A. Upon notice of selection for drug testing, any Member shall provide a urine sample in accordance with the policy or protocol established by the testing laboratory. Failure to provide a sample may be considered insubordination, and may be the basis for disciplinary action including

suspension or termination. The Medical Review Officer (MRO) or designated medical professional shall be contacted for instructions in the event of a claimed inability to provide a sample.

B. The County will utilize a U.S. Department of Health and Human Services (DHHS) approved laboratory in performing urinalysis for drug detection. The laboratory will provide chain-of-custody procedures and documentation necessary to meet federal standards. Specimen collection and chain of custody procedures will ensure that specimen security, proper identification, and integrity are not compromised. A MRO will provide oversight to trained personnel on the collection and testing of urine samples. Commencing after the execution of this Agreement and with the renewal of the existing vendor agreement, or in any subsequent vendor agreement, but in no event not later than sixty (60) calendar days after approval of the selected laboratory (if not the current vendor) by the Association as provided in Section 7(e), the County shall require any laboratory selected for collecting samples, to conduct a background investigation on those laboratory personnel involved in the collecting or handling of an unsealed sample. In addition, the County shall require any laboratory selected for collecting samples to use only employees who have not been arrested by Members of the Bexar County Sheriff's Office (excluding traffic citations) or convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs to be involved in the collecting or handling of an unsealed sample collected from a Member. Test results shall be inadmissible in any administrative disciplinary hearing if it is determined that the laboratory collecting samples failed to conduct a background investigation on the laboratory personnel involved in collecting or handling the unsealed sample which resulted in the positive test result.

C. The Member will provide a urine specimen in a location that affords privacy. The collector will seal and label the specimen, initiate a chain of custody document, and prepare the specimen and accompanying paperwork for shipment to the drug testing laboratory. Each urine specimen will be subdivided into two bottles labeled as "primary" and "split" specimens. Both bottles will be sent to a laboratory. When the primary specimen confirms the presence of illegal, controlled substances, the Member will have seventy two (72) hours from the time the Member is notified by the MRO concerning the positive test result to request the split specimen be sent to another DHHS-certified laboratory for a second opinion analysis. If either analysis is below the positive threshold levels, this shall constitute a negative result; and in the event of random testing, the Member shall not be subject to further random testing for at least twelve (12) months. Both the primary and the split specimen shall be maintained for one (1) year to be available in the event of legal or contractual disputes or further questions. In addition, Members may, at their own expense, request to have another urine specimen administered at a physician's office of the Member's choice and accompanied by the testing personnel, provided such testing is administered within four (4) hours of the initial notification for testing. Results of any such test taken at the Member's expense shall be provided to the Sheriff only if the Member chooses to release the results to the Sheriff.

D. Sample testing procedures shall conform to scientifically accepted analytical methods and procedures and shall include confirmation of positive test results by gas chromatography/mass spectrometry (GC/MS). Before the results of a drug test may be used as a basis for any action, an MRO will be employed to determine if the test result is positive due to illicit drugs, prescribed drugs, or over-the-counter drugs or food substances. In the event the MRO determines laboratory

analysis found the specimen to be positive, but circumstances leading to the test result were other than illicit drug use, the test will be reported as negative to the Sheriff.

Section 6. Threshold Levels Revealed by Testing.

The parties have agreed that the following levels shall be determinative in any testing administered under this Article.

A. The ten (10) drugs to be screened and the test cutoff levels in nanogram/milliliter are as follows:

	Drugs	Cutoff Levels
1.	Amphetamine	1,000 ng/ml
2.	Cocaine Metabolite	300 ng/ml
3.	Opiate Metabolite	2,000 ng/ml
4.	Phencyclidine	25 ng/ml
5.	Marijuana	50 ng/ml
6.	Benzodiazepine	300 ng/ml
7.	Barbiturates	300 ng/ml
8.	Methaqualone	300 ng/ml
9.	Propoxyphene	300 ng/ml
10.	Methadone	300 ng/ml

B. Concentrations of a drug at or higher than the above levels shall be considered a positive test result on the initial drug screening test.

1. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending.”
2. A positive test result on the initial drug-screening test will automatically require a confirmation drug test be performed.

C. The following levels are the cutoff levels for the initial test by EMIT technology. Readings at or above these levels must be confirmed by gas chromatography and mass spectrometry analysis:

	Drugs	Cutoff Levels
1.	Amphetamine	500 ng/ml
2.	Cocaine Metabolite	150 ng/ml
3.	Opiate Metabolite	2000 ng/ml
4.	Phencyclidine	25 ng/ml
5.	Marijuana	15 ng/ml
6.	Benzodiazepine	200 ng/ml
7.	Barbiturates	200 ng/ml
8.	Methaqualone	200 ng/ml
9.	Propoxyphene	200 ng/ml
10.	Methadone	200 ng/ml

D. At the option of the County, an additional percentage of those Members selected for Random Testing may be selected under the same random selection standards of Section 4 of this Article for a Steroid Testing Panel, and those Members selected for For-Cause Testing may be subject to a Steroid Testing Panel. Both the initial and any confirmatory positive Steroid Panel test shall be by gas chromatography and mass spectrometry analysis. A test shall be considered positive when the calculated result of the Testosterone/Epitestosterone as determined by ng/ml units is reported as elevated through a calculated result that has a ratio > 4.0 , through analysis of Testosterone, Epitestosterone and the following drugs:

1. Bolasterone
2. Boldenone
3. 4-Chlorotestosterone
4. Clenbuterol
5. Danazol
6. Drostanolone
7. Epitestosterone
8. Fluoxymesterone
9. Mesterolone
10. Methandienone
11. Methandriol

12. Methenolone
13. Methyltestosterone
14. Nandrolone
15. Norethandrolone
16. Oxandrolone
17. Oxymesterone
18. Oxymetholone
19. Probenecid
20. Stanozolol
21. Trenbolone

E. A level of blood alcohol concentration exceeding .04 shall be considered a positive result and determination that the tested individual is under the influence of alcohol. Testing for alcohol will be conducted using an evidential breath testing device or other recognized test under generally accepted guidelines for alcohol testing in law enforcement agencies. A confirmation test under Section 6(B) does not apply to alcohol testing.

F. Concentrations of a drug at or higher than the above levels shall be considered a positive test result on the confirmation drug screening test. A positive test result under this Section shall not constitute conclusive proof of use, but shall create a rebuttable presumption subject to challenge through the applicable procedure. In the event that the Member appeals any termination to arbitration after a positive test result under this Section, the losing party shall pay all costs of the proceeding. The Member is the “losing party” under this Section if the Arbitrator finds drug or alcohol use in violation of Sheriff’s Office policies, rules or regulations, irrespective of any modification or reduction in discipline.

Section 7. General.

A. The thresholds listed above shall apply to all testing under this Article. Members will complete a pre-testing consent form each time a test is conducted as part of drug or alcohol testing procedure under this Article. Failure to do so may be insubordination, and just cause for discipline. This is in addition to any signed acknowledgement forms which may have been obtained at the time of employment or any other occasion.

B. Where a Member appears unable or unwilling to give a specimen at the time of the test, testing personnel will document the circumstances surrounding the inability or unwillingness. A Member who claims willingness but inability to give a sample may confer with the MRO or a designated medical professional. Subject to the advice from the MRO or designated medical professional, the Member will be permitted no more than four (4) hours to provide the sample during which time he will remain in the testing area under observation. Reasonable amounts of fluids may be given to the Member to encourage urination. Subject to the advice of the MRO, failure to provide a sample may be considered a refusal to submit to a drug or alcohol test.

C. Members shall have the right to request that their urine sample be stored in case of legal disputes. The urine sample will be submitted to the designated testing facility where a sample will be maintained for a period of one (1) year.

D. Drug testing shall consist of a two-step procedure:

1. Initial screening test.
2. Confirmation test.

Should a confirmation test be required, the test procedure will be technologically different and more sensitive than the initial screening test.

E. The County will notify and allow the Association to designate a representative to participate in the selection process for any successor to a SAMHSA/CAP FUDTP certified laboratory to conduct drug and alcohol testing. The laboratory selected shall be experienced and capable of quality control documentation, chain of custody, and have a demonstrated technical expertise and proficiency in urinalysis and shall comply with all requirements of SAMHSA/CAP FUDTP.

F. In all testing under this Article, only conclusive results are to be reported to the Sheriff or his/her designee and IA if related to an IA investigation. A positive urinalysis test will be confirmed by a GC/MS test and reviewed by a Medical Review Officer before considered conclusive. Both tests must be positive, or the results are considered inconclusive, thereby causing a negative test result to be reported to the Sheriff or his/her designee and IA.

G. In all testing under this Article, individuals with positive test results for drugs will be notified by the MRO (or a para-professional acting as his/her delegate) in person or by telephone. An interview will be conducted to determine if there is an alternative medical explanation of the drugs found in the Member's urine specimen. If the Member provides appropriate documentation and the MRO is satisfied with the explanation, the drug test result is to be reported as negative to the Sheriff or his/her designee and IA.

H. Concentrations less than the thresholds listed herein, or initial positives not confirmed by the confirmatory testing shall be disregarded by the Sheriff and may not be referred to or used at any time for any employment or disciplinary purpose whatsoever by the Sheriff. A positive drug test result for drugs or alcohol shall be grounds for disciplinary action up to and including dismissal.

Section 8. Confidentiality.

All records pertaining to the Sheriff's Office required drug and alcohol tests shall remain confidential to the extent allowed by law, but may be used by the Sheriff's Office and/or IA in or offered in evidence in a disciplinary process and appeal. Drug and alcohol test results and records shall be stored in a locked file under the control of the Sheriff, or his/her designee and/or IA. The Sheriff's Office will maintain original copies submitted by the laboratory. No access to these files shall be allowed other than as provided above without written approval of the Sheriff or her designee, unless required by law, subpoena, or court order.

Section 9. Rehabilitation and Treatment for Substance Abuse.

A. The parties have these joint objectives in this Article of the Agreement:

1. To preserve the Sheriff's right to discipline or terminate a Member for on-duty use in violation of Sheriff's Office Department Rules and Regulation;
2. To create disincentives for the use and abuse of substances; and
3. To provide a means, together with incentives, to seek and obtain treatment and rehabilitation for any Member who is involved in off-duty substance abuse.

B. Any Member who voluntarily seeks rehabilitation and treatment shall be entitled to the same leave and benefits that are otherwise applicable provided, however, that the Sheriff's right to discipline or terminate for improper use shall not be affected by this provision. A Member entitled to rehabilitation and treatment is not exempted from disciplinary action for violation of any other rules and regulations of the Sheriff's Office (e.g., off-duty DWI, regulations concerning leave, etc.).

C. While we do not sponsor or endorse any specific drug or alcohol treatment program, such programs are available through public and private health care facilities in our area. Affected Members are encouraged to seek assistance for themselves and their dependents. The group health insurance offered to Members and their dependents provide limited coverage for expenses related to drug or alcohol treatment programs. The County Human Resources Office has detailed information of the plan description. Additionally, Bexar County provides a Member assistance program through a third-party provider.

Section 10. Association Representation of Members.

While it is understood that the Association is unequivocally opposed to the use of alcohol or drugs in the work place as well as the abuse of such substances under any condition and further agrees to cooperate toward the prevention of such abuse and strongly supports the prohibition of the use of drugs or alcohol in the work place and the proper enforcement of the Sheriff's Office rules and regulations, the Association, retains the right to fairly and properly represent any aggrieved Member of the Bargaining Unit by reason of the application of this Article, including but not limited to what the Association may consider as unwarranted or unreasonable investigations, search or the imposition of discipline.

ARTICLE 23

CIVIL SERVICE COMMISSION

Section 1.

Where this agreement specifically preempts the Rules and Regulations of the Sheriff's Civil Service Commission, the provisions of this Agreement shall control. In all other instances, the

Rules and Regulations shall control, unless the provisions in the agreement irreconcilably conflicts with them, and that limited context this agreement shall control only the extent of such conflict.

Section 2.

Upon the request of the Association, the County, or the Sheriff, or his designee, the affected parties shall meet concerning any proposed changes to Civil Service Rules and Regulations of the Sheriff's Civil Service Commission, for the purpose of discussing the proposed changes. The Association, County, and Sheriff shall give prior notice to the other of any rules changes which they propose to the Civil Service Commission.

ARTICLE 24

NEW CLASSIFICATIONS

In the event the County adds a new classification to the Bargaining Unit or materially alters the duties of an existing classification, excluding the assignment of duties as provided in Section 1(B) of Article 3, the County will provide reasonable advance notice of the proposed new classification and salary to the Association. The parties will negotiate the wages/salary of the new classification if timely requested by the Association.

ARTICLE 25

TRANSFERS INTO LAW ENFORCEMENT

Section 1. Guiding Principles Governing Transfers Into Entry Level Law Enforcement.

- A. The County, the Sheriff, and the DSABC agree in principle:
 - 1. That a major purpose of the fair and reasonable compensation payable under this Agreement, is to encourage a professional career oriented department in both the Detention and Law Enforcement Divisions; and
 - 2. That hiring into the Law Enforcement Division should encourage career advancement by giving special consideration to applicants from the Detention Division.
- B. In accordance with these agreed principles, the parties have agreed to the compensation set forth in this Agreement with the objective of attracting and retaining top qualified professionals in both Divisions.
- C. In accordance with these agreed principles, the Sheriff has for a number of years, encouraged hiring into Law Enforcement entry level vacancies from the Detention Division to the extent that, without any obligation to do so, the vast majority of individuals hired into those positions have come from the Detention Division. Although the Sheriff intends to retain his/her lawful hiring prerogatives, the Sheriff fully supports the DSABC objective of maintaining and encouraging special consideration for the hiring of Members from the Detention Division. Barring unforeseen circumstances, and circumstances which are not within the Sheriff's ability

to control, the Sheriff intends to maintain the historical trends (which trends shall be evaluated in accordance with the arbitrator's decision in *In re: DSABC and Bexar County: Regarding Outside Hires* dated September 22, 2015) that he/she has established in this regard. A Bargaining Unit Member who is transferred from a position in Detention to an entry-level position in Law Enforcement will be subject to the following applicable Sections.

Section 2. Selection Process for Transfers to Law Enforcement.

Transfers from the Detention Division into entry-level positions in Law Enforcement will be made following these steps at a minimum:

A. Written Examination. Members must meet all eligibility requirements including taking and passing a written qualifying examination for the entry level position of Deputy Sheriff-Law Enforcement in the Law Enforcement tier, developed under the purview of the Sheriff's Civil Service Commission. The written examination will be administered at least once every year. In order to proceed through the remainder of the selection process, a candidate must achieve a minimum passing raw score of seventy (70) prior to adding any other points, on the written examination. The written examination shall be that as administered to all Law Enforcement applicants pursuant to Art. 18, Section 1. Probationary employees shall be entitled to take the written examination and be eligible for transfer, however, shall not be entitled to additional points under Section D, below.

B. Physical Fitness Test. Members who have passed the written examination must pass a job related physical fitness test in order to proceed to the Screening Board. The physical fitness test will be the same as that administered to outside applicants.

C. Screening Board. Members who pass the written examination and physical fitness test will be interviewed as needed by a Screening Board developed under the purview of the Sheriff's Civil Service Commission. The Screening Board shall consist of three (3) Law Enforcement Sergeants, two (2) selected by the Sheriff and one (1) selected by the Association. The Screening Board will, upon written request within ten (10) calendar days of the interview, provide feedback, through the Sheriff's Office Human Resources, to the Member about his /her interview, no later than thirty (30) calendar days after the written request.

D. Seniority Points and Specialized Assignment Points.

1. Members who have successfully completed their probationary period shall be entitled to include in their Final Ranking Score, one additional point per full year successfully completed up to a total of three (3) years/points.

2. Members who are actively assigned to specialized areas or units, including but not limited to Classification, SERT, Standards and Compliance, Grievances, Discipline, K-9, Booking, CAT, Plans and Policies, and DMET shall be entitled to include in their Final Ranking Score, one additional point.

3. No member shall be entitled to points under this section if they have not completed their probationary period.
4. No member shall be entitled to points under this section if they do not receive a raw score of 70 or more on the written test.
5. No member shall be entitled to points under this section if they have any disqualifying factor under Section F, below.

E. Final Ranking Score. Members who pass the Written Examination and complete the Screening Board will be placed on a transfer eligibility list in rank order based on a composite score based 85% on the written examination score and 15% on the Screening Board score, plus any Seniority Points from D above. Members who have identical composite scores will be ranked in order of their BCSO Seniority as defined in Article 14, Section 5. The final transfer list will expire one (1) year from the date of the publication of the eligibility list unless sooner exhausted.

F. Disqualifications. Members must be fully qualified and remain eligible at time of selection for transfer. Members on the transfer eligibility list may be disqualified for transfer for the following reasons:

1. Having six (6) or more “Undocumented Absences” (as defined in Article 15 of this Agreement) or Unauthorized Absences in the two years prior to selection. For the purposes of this subsection, no documentation will be considered that is after the closing date and time of the position; or
2. Having had any demotion or suspensions totaling five (5) days or more in the 365 calendar days prior to the selection; or
3. Having a sustained finding, or finding upheld in appeal, of untruthfulness or dishonesty. This includes written reprimands for untruthfulness/dishonesty.

G. Selection from Transfer Eligibility List. Unless the Sheriff has hired from the outside (as defined in Article 18, Hiring, Section 1, Hiring), reassigned another Law Enforcement Deputy into the position, or selected a Member out of order on the transfer list under paragraph 2 below, Members who remain qualified and eligible will be transferred in rank order on the list of candidates, subject to the following:

1. Any candidate who declines to accept an appointment without good and sufficient reason will be automatically dropped from the list, but candidates who are unable to do so for good and sufficient reasons may be passed over for later consideration.
2. Vacancies in Training, Mental Health, AFIS, and Polygraph can be selected out of rank order from the transfer list by selection of the highest ranked person possessing the required qualifications.

H. Sheriff's Authority to Make Selections Other Than From the Transfer List. The Sheriff continues to retain his/her authority to fill entry level vacancies in Law Enforcement by selecting a candidate from outside the Sheriff's Office (as defined by Article 18, Hiring, Section 1, Hiring), reassigning Members from other LE positions, or selecting from out of order from the Transfer List under Subsection F.2 above before selecting from the Transfer List in rank order.

I. Grievance Limitation. No candidate may appeal or grieve any transfer selection decision of the Sheriff under the provisions of this Agreement or otherwise except for alleged violations of Subsection 2.F above.

J. Salary on Transfer. Members who are selected for transfer to Deputy Sheriff-Law Enforcement (LE 03) positions after the date of this Agreement shall receive the base salary for that classification as set out in the Pay Tables for that Classification attached to this Agreement. The base pay of Members who were selected for transfer to Deputy Sheriff-Law Enforcement (LE 03) position prior to the date of this Agreement shall be as set out in the applicable Law Enforcement Step Pay Plan attached to the prior Agreement.

Section 3. Trial Period after Selection.

A. Establishment of Trial Period. A Member will serve a Trial Period of one (1) year commencing on the date of transfer. The Trial Period shall be extended for an equivalent period of any absence in excess of ten (10) consecutive working day. The Trial Period including any extensions may not exceed a total period of eighteen (18) months of which twelve (12) months must be in the performance of the regular job duties.

B. Rules Governing Trial Period. The following rules will apply during the Trial Period:

1. A Member may be terminated or otherwise disciplined for just cause subject to any right to appeal such action.
2. A Member may be transferred back into Detention without notice and/or without cause during the Trial Period, which action shall not be reviewable by any court or administrative body or subject to any grievance or appeal.
3. Any Member who fails to successfully complete the Trial Period, if in Good Standing, shall be transferred to a Deputy Sheriff – Detention position if there is a vacancy. In the absence of an immediate vacancy, such Member shall be placed upon a waiting list for six (6) months with preferential rights for hiring when a vacancy occurs if still otherwise eligible. The Member returned to Detention will receive seniority credit for all prior service in the Law Enforcement and Detention Divisions only for the purpose of initial placement into the pay scale, but not for other purposes.
4. A Member who is transferred back into Detention and alleges that such transfer was the result of discrimination for union affiliation or association can pursue a grievance to arbitration, but bears the burden to prove discrimination because of such affiliation or association.

5. Any Member who is transferred back to a Deputy Sheriff-Detention (DT 01) position shall receive the base pay for that position as shown in the applicable step pay plan for that classification attached to this Agreement but at the step based on the number of years the Member has with the Sheriff's Office. Members who held a rank above Deputy Sheriff-Detention (DT 01) at the time of transfer into Law Enforcement will not transfer back into Detention tier with the previous rank or previous base pay but shall return subject to Paragraph 3 above and at the base pay described herein. Members who transfer back into Detention tier from Law Enforcement are eligible to test for Detention Corporal at the next available test date as long as the Member meets requirements to test under the ~~Bexar~~ ~~County~~ Sheriff's Civil Service Commission rules.

Section 4. Discipline Not Prohibited.

Nothing herein prohibits a Member from being disciplined (termination, suspension, demotion or written reprimand) for just cause at any time after the expiration of the Trial Period.

Section 5. Required Notices.

A. The provisions of Article 14 Section 2 (excluding the instances described in Subsection 2.C), if applicable, will apply to posting. No posting of other position vacancies that result from the Member's transfer shall be required.

B. A copy of the written order to the Member selected for the Law Enforcement entry level position will be provided by e-mail or fax to the Association President by the Human Resources Division of the Sheriff's Office within a reasonable time of its receipt of such written order. This does not apply where no written order is issued.

Section 6. Effect of this Article on the September 8, 2009 MOU

The introduction and Paragraphs 1-9 of the "Memorandum of Understanding And Settlement Agreement" (MOU) signed by the parties on September 8, 2009, remains in full force and effect. However, this Article supersedes Paragraph 10 of that MOU, which paragraph shall have no further effect upon the execution of this Agreement.

**ARTICLE 26
REDUCTION IN FORCE**

Section 1.

At least ninety (90) calendar days prior to any anticipated reduction in force affecting Members, or as soon as practical under the circumstances, the County will provide the Association notice of the number of Members anticipated to be laid off by rank and position. Only one (1) initial notice shall be required under this provision even though it is understood that changes, alternatives, or modifications of the anticipated reduction in force may occur. The County will give good faith consideration to any alternative plans that the Association may submit by the 30th day after, or as

soon as practical, after the Association's receipt of such notice, and will meet with the Association to discuss the matter after such submission.

Section 2.

In the event of elimination of positions, all Members serving in affected positions will first be canvassed to identify any volunteers for layoff in the affected positions. If the number of volunteers is insufficient to satisfy the reduction in force, the selection of Members for layoff will be as per Rules of Sheriff's Civil Service Commission.

Section 3.

Recalls from reduction in force will be as per the Rules and Regulations of the ~~Bexar County~~ Sheriff's Civil Service Commission.

Section 4.

In the event of elimination of a substantial number of Bargaining Unit positions, the Association may within forty-five (45) calendar days of receipt of notice of such anticipated elimination, request that the parties meet and confer regarding any severance and other benefits and terms and conditions of reemployment of Members being laid off.

**ARTICLE 27
PEACE OFFICER COMMISSIONS**

The Sheriff will continue the present practice of permitting qualified Bargaining Unit Members in the Detention Division to hold peace officer commissions, subject to the continuing right of the Sheriff to withdraw such commissions on an individual basis for legitimate reasons related to conduct or performance.

The Sheriff shall submit F5's to TCOLE in accordance with the Texas Occupation Code 1701.452.

**ARTICLE 28
MISCELLANEOUS PROVISIONS**

Section 1. Copies of Agreement.

Upon the initial execution of this Agreement, the County will make the full text hereof available on the Internet for Members' use, and will provide a reference copy at each physical work place. The County will provide one hundred (100) copies to the Association at the County's expense.

Section 2. Physical Fitness and Wellness Incentive Program.

The County and the Association are committed to a healthy, physically fit and well-trained workforce. In demonstrating this commitment, the County and the Association agree to set up a

Wellness Committee to explore the best options for a Voluntary Physical Fitness and Wellness Incentive Program.

The Wellness Committee shall consist of five (5) committeepersons who shall serve at the direction of their appointing authority. The Association shall designate two (2) committeepersons, one (1) from law enforcement and one (1) from detention, the Sheriff shall designate two (2) committeepersons, one (1) from law enforcement and one (1) from detention, and the County shall designate one (1) committeeperson. The Association's designated committeepersons shall be allowed to attend on-duty and shall be placed on special assignment, and if not on duty, the committeepersons shall receive compensatory time. The Committee shall be tasked with Phase I of the Voluntary Physical Fitness and Wellness Incentive Program. Phase I of the Program consists of analysis, research and making recommendations to the Sheriff and County Manager as to initial and/or pilot goals and incentives. The intent of this Agreement is for the Committee to make a recommendation to the Sheriff and the County within ninety (90) days of appointment.

The Sheriff and the County retain all Management Rights as to whether or not to implement or find such recommendations.

Section 3.

If at any time during the term of this Agreement, or any extension thereof, the electorate of Bexar County subjects the government of the County to a rollback election; and as a result of such rollback election, the County suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same.

Section 4.

The County presently intends to continue this Agreement each Fiscal Year though its term, to pay all payments due, and to fully and promptly perform all of the obligations of the County under this Agreement. All obligations of the County shall be paid only out of current revenues or any other funds lawfully available therefore and appropriated for such purpose by the Commissioners Court, in compliance with the Constitution of the State of Texas, Article XI, Sections 5 and 7. Failure on the part of the County to appropriate or otherwise lawfully make available funds for the fulfillment of its obligations under this Agreement shall not automatically result in the nullification of the entire Agreement.

Section 5. Conflict with Civil Service Statute.

To the extent that any of the provisions of the Agreement conflicts with Chapter 158 of the Texas Local Government Code or any other State Civil Service Statute, the provisions of the Agreement shall control and the applicability of such statutes are altered accordingly. All other policy procedures or subsequent regulations of Bexar County, the Bexar County Sheriff's Office, or the Bexar County Sheriff's Civil Service Commission shall continue to apply unless in conflict with or modified by express terms of this Agreement or by lawful authority.

**ARTICLE 29
SUCCESSORS AND ASSIGNS**

To the extent permitted by law, this Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement; and no provisions, terms or 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 business of either party hereto.

**ARTICLE 30
LABOR MANAGEMENT RELATIONS**

Section 1.

The Sheriff or Chief Deputy and the Association President or Vice President may meet once a month (on request by either) for the purpose of conferring over issues relating to labor relations. Unless agreed to by both parties, no meeting can occur without at least a minimum of seven (7) calendar days advance notification, in writing, stating the purpose of the meeting and the topics to be discussed.

Section 2.

The Association agrees to provide to the Sheriff and the County a complete list of all Association elected and/or appointed officers, executive board members, board of directors, committee members, and stewards. Any changes to such list shall be submitted to the Sheriff and County within five (5) business days and every calendar quarter.

**ARTICLE 31
CLOSING STATEMENTS**

Section 1. Stability of Agreement.

No agreement, understanding, alteration, or variation of the 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, the Sheriff, or the Members to insist in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the County, the Sheriff, or the Members to future performance of any such term or condition, and the obligations of the County, the Sheriff, and the Members as to such future performance shall continue in full force and effect.

Section 2. Full and Final Scope of the Agreement.

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. The above and

foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining. Subject to the Maintenance of Standards clause (Article 4), it is agreed that the County and the Sheriff shall not be subject to provide additional wages, compensation, or emoluments of any kind beyond that which is specified in this Agreement; and should any future State law be enacted which requires them to compensate the Members in any manner beyond the scope of this Agreement, the compensation or emolument levied against the County or Sheriff shall be waived and disclaimed in-toto. It is additionally agreed that, except as specifically modified by this Agreement, benefits and emoluments provided the Members by State legislation shall remain in effect throughout the term of the Agreement, notwithstanding the fact that during the life of this Agreement, legislation may become effective which would negate certain benefits or emoluments.

ARTICLE 32

SAVINGS CLAUSE

If any provision of this Agreement or application of any such provision should be rendered or declared invalid by any court of competent jurisdiction or by any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and in effect for the duration of this Agreement.

It is the further intent of the parties that should any Article or Section of the Agreement be found invalid, illegal, unenforceable or inoperative, that Section or Article upon mutual agreement shall be renegotiated in an attempt to provide validity, legality, coherence or completeness to such Section or Article.

ARTICLE 33

DURATION

Section 1.

This Agreement shall be effective as of the date of signing and shall remain in effect until September 30, 2025, or until superseded by a new Agreement but no later than September 30, 2027.

Section 2.

The Bexar County Commissioners Court and the Sheriff holding office at the time of the execution of this Agreement intend to bind their successors in office to the extent permitted by law and the Texas Constitution.

ARTICLE 34

COURT TIME

Section 1.

A. An off-duty Member who is required or subpoenaed to appear as a witness in his/her capacity as a peace officer in a criminal suit, civil suit, or administrative proceeding at the request of and in which Bexar County, or other political subdivision or governmental agency is a party in interest will be paid for such appearance at a minimum of two (2) hours for such appearance or appearances in a single day.

B. A Member on duty who makes a court appearance that begins during his/her regular shift and extends into his/her off duty time will be compensated under this Article only for the actual time spent in court commencing after the end of his/her regular shift. (For example: If the shift ends at 1:00 p.m. but the Member appears in court at 12:00 noon and released at 4:00 p.m., only three (3) hours is compensated as court time at time and one-half the member's regular rate of pay.)

C. This Article does not apply to a Member who is not commissioned as a Peace Officer by the Sheriff.

Section 2.

Such Member must submit a completed Overtime Record Form 350-008A signed by a court official, as applicable, confirming his/her attendance at each proceeding for which the Member's appearance was required.

Section 3.

A. A Member who is off duty and appears at such proceedings will be paid at time and one half the member's regular rate of pay for a minimum of two (2) hours per day or the actual time spent in such courts or proceedings, whichever is greater, inclusive of the time he/she initially reported at the court or proceeding until final dismissal by the appropriate authority.

B. A Member who is on duty and appears at such proceedings will be paid at time and one-half the Member's regular rate of pay only for the actual time spent in court commencing after the end of the Member's regular shift.

Section 4.

Members who are required or subpoenaed by other jurisdictions and have received compensation from those jurisdictions shall not be entitled to compensation as provided in this Article unless the Member turns over all funds received from the other jurisdiction to the office of the Sheriff and validates his/her attendance by completing the necessary forms.

Section 5.

This provision applies to the following courts in work-related matters or the course of employment only:

- A. District Courts
- B. County Courts-at-Law
- C. Grand Juries
- D. Justice of the Peace Courts
- E. Municipal Courts
- F. Civil Service Commission or Arbitration Hearing (when a Member is subpoenaed by the County or Sheriff)
- G. Texas Alcoholic Beverage Commission hearings
- H. Federal Court
- I. Administrative License Revocation hearings (ALR)
- J. Pre-trial conferences
- K. Pardon and Parole hearings
- L. Workers compensation hearing

Section 6.

Such off-duty Member who is required or subpoenaed for and participates in a telephone ALR hearing set by a judge will be compensated for a minimum of one (1) hour at a rate of time and one-half. In the event the telephone ALR hearing exceeds one (1) hour, the Member will be compensated for the actual time spent testifying in the ALR hearing.

Section 7.

To the extent that any provision of this Article conflicts with or changes any provision in Texas Local Government Code §157.906 or any other statute, or any Civil Service Rule, this Article shall preempt and supersede such provisions.

**ARTICLE 35
RETURN TO WORK EVALUATIONS**

The County may provide a Member on an extended absence due to illness or injury with an appropriate return to work examination (i.e., one that is within the scope allowed by 29 C.F.R. §825.312). A Member who questions the scope of the return to work examination, or his/her Association representative (if authorized by the Member in writing), may contact the Human Resources Division, which shall work to resolve such questions as expeditiously as possible. If a Member's return to work is delayed or denied as a result of an inappropriate return to work examination (as defined by the Federal Regulations cited above), the Member will be restored any personal leave taken as a results of the delay, once the matter has been resolved. Nothing in this section is intended to deprive a Member of any remedies s/he may have under the FMLA. This section does not apply to conditions or injuries covered by worker's compensation.

EXECUTED THIS ___ DAY OF _____, 2022

FOR THE COUNTY OF BEXAR, TEXAS

NELSON T. WOLFF
COUNTY JUDGE

DATE: _____

FOR THE SHERIFF OF BEXAR COUNTY

JAVIER SALAZAR
SHERIFF

DATE: _____

FOR THE DEPUTY SHERIFF'S ASSOCIATION OF BEXAR COUNTY

JEREMY PAYNE
PRESIDENT

DATE: _____

SECRETARY

DATE: _____

ATTACHMENT 1

DETENTION PAY PLAN

LAW ENFORCEMENT PAY PLAN

Detention and Law Enforcement Step Pay Plan Year 1 (after adoption of agreement)

Monthly Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		7,589	7,656		7,722		7,855	7,988	8,121
Detention Lieutenant	DT 07		6,185	6,246		6,308		6,431	6,555	6,678
Detention Sergeant	DT 05		5,184	5,236		5,288		5,392	5,495	5,599
Detention Corporal	DT 02		4,322	4,366		4,409		4,495	4,581	4,668
Deputy Sheriff - Detention	DT 01		3,319	3,527	3,632	3,736	3,841	3,946	4,047	4,149
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	3,171								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9
Annual Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		91,068	91,872		92,664		94,260	95,856	97,452
Detention Lieutenant	DT 07		74,220	74,952		75,696		77,172	78,660	80,136
Detention Sergeant	DT 05		62,208	62,832		63,456		64,704	65,940	67,188
Detention Corporal	DT 02		51,864	52,392		52,908		53,940	54,972	56,016
Deputy Sheriff - Detention	DT 01		39,828	42,324	43,584	44,832	46,092	47,352	48,564	49,788
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	38,052								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9

**Detention Cadet is not part of Collective Bargaining Unit*

Monthly Base Pay										
	Grade		First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10		7,987	8,059		8,131		8,274	8,417	8,561
Law Enforcement Lieutenant	LE 08		7,232	7,304		7,377		7,522	7,667	7,813
Law Enforcement Sergeant	LE 06		6,577	6,642		6,708		6,839	6,970	7,101
Law Enforcement Investigator	LE 04		5,975	6,035		6,095		6,215	6,335	6,455
Deputy Sheriff - Law Enforcement	LE 03		4,437	4,522		4,607		4,921	5,233	5,545
SAP CHRIS Step		2	3	4	5	6	7	8	9	
Annual Base Pay										
	Grade		First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10		95,844	96,708		97,572		99,288	101,004	102,732
Law Enforcement Lieutenant	LE 08		86,784	87,648		88,524		90,264	92,004	93,756
Law Enforcement Sergeant	LE 06		78,924	79,704		80,496		82,068	83,640	85,212
Law Enforcement Investigator	LE 04		71,700	72,420		73,140		74,580	76,020	77,460
Deputy Sheriff - Law Enforcement	LE 03		53,244	54,264		55,284		59,052	62,796	66,540
SAP CHRIS Step		2	3	4	5	6	7	8	9	

Detention and Law Enforcement Step Pay Plan for Year 2

Monthly Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		7,968	8,038		8,108		8,248	8,387	8,527
Detention Lieutenant	DT 07		6,494	6,558		6,623		6,753	6,882	7,011
Detention Sergeant	DT 05		5,444	5,498		5,553		5,662	5,771	5,879
Detention Corporal	DT 02		4,538	4,584		4,629		4,720	4,811	4,901
Deputy Sheriff - Detention	DT 01		3,485	3,704	3,813	3,923	4,033	4,143	4,250	4,356
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	3,330								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9

Annual Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		95,616	96,456		97,296		98,976	100,644	102,324
Detention Lieutenant	DT 07		77,928	78,696		79,476		81,036	82,584	84,132
Detention Sergeant	DT 05		65,328	65,976		66,636		67,944	69,252	70,548
Detention Corporal	DT 02		54,456	55,008		55,548		56,640	57,732	58,812
Deputy Sheriff - Detention	DT 01		41,820	44,448	45,756	47,076	48,396	49,716	51,000	52,272
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	39,960								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9

**Detention Cadet is not part of Collective Bargaining Unit*

Monthly Base Pay									
	Grade	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10	8,386	8,462		8,537		8,688	8,838	8,989
Law Enforcement Lieutenant	LE 08	7,593	7,669		7,746		7,898	8,051	8,203
Law Enforcement Sergeant	LE 06	6,906	6,975		7,043		7,181	7,319	7,456
Law Enforcement Investigator	LE 04	6,274	6,337		6,400		6,526	6,652	6,778
Deputy Sheriff - Law Enforcement	LE 03	4,659	4,748		4,837		5,167	5,495	5,822
SAP CHRIS Step		2	3	4	5	6	7	8	9

Annual Base Pay									
	Grade	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10	100,632	101,544		102,444		104,256	106,056	107,868
Law Enforcement Lieutenant	LE 08	91,116	92,028		92,952		94,776	96,612	98,436
Law Enforcement Sergeant	LE 06	82,872	83,700		84,516		86,172	87,828	89,472
Law Enforcement Investigator	LE 04	75,288	76,044		76,800		78,312	79,824	81,336
Deputy Sheriff - Law Enforcement	LE 03	55,908	56,976		58,044		62,004	65,940	69,864
SAP CHRIS Step		2	3	4	5	6	7	8	9

Detention and Law Enforcement Step Pay Plan for Year 3

Monthly Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		8,168	8,239		8,311		8,454	8,597	8,741
Detention Lieutenant	DT 07		6,657	6,723		6,789		6,922	7,054	7,187
Detention Sergeant	DT 05		5,581	5,636		5,692		5,804	5,915	6,027
Detention Corporal	DT 02		4,652	4,698		4,745		4,838	4,931	5,024
Deputy Sheriff - Detention	DT 01		3,572	3,797	3,909	4,021	4,134	4,247	4,356	4,465
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	3,413								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9

Annual Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		98,016	98,868		99,732		101,448	103,164	104,892
Detention Lieutenant	DT 07		79,884	80,676		81,468		83,064	84,648	86,244
Detention Sergeant	DT 05		66,972	67,632		68,304		69,648	70,980	72,324
Detention Corporal	DT 02		55,824	56,376		56,940		58,056	59,172	60,288
Deputy Sheriff - Detention	DT 01		42,864	45,564	46,908	48,252	49,608	50,964	52,272	53,580
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	40,956								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9

**Detention Cadet is not part of Collective Bargaining Unit*

Monthly Base Pay									
	Grade	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10	8,596	8,673		8,751		8,905	9,060	9,214
Law Enforcement Lieutenant	LE 08	7,783	7,861		7,939		8,095	8,252	8,408
Law Enforcement Sergeant	LE 06	7,079	7,149		7,220		7,361	7,501	7,642
Law Enforcement Investigator	LE 04	6,431	6,495		6,560		6,689	6,818	6,947
Deputy Sheriff - Law Enforcement	LE 03	4,775	4,867		4,958		5,296	5,632	5,968
SAP CHRIS Step		2	3	4	5	6	7	8	9

Annual Base Pay									
	Grade	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10	103,152	104,076		105,012		106,860	108,720	110,568
Law Enforcement Lieutenant	LE 08	93,396	94,332		95,268		97,140	99,024	100,896
Law Enforcement Sergeant	LE 06	84,948	85,788		86,640		88,332	90,012	91,704
Law Enforcement Investigator	LE 04	77,172	77,940		78,720		80,268	81,816	83,364
Deputy Sheriff - Law Enforcement	LE 03	57,300	58,404		59,496		63,552	67,584	71,616
SAP CHRIS Step		2	3	4	5	6	7	8	9

* Note: This table reflects the amounts due and payable per the Collective Bargaining Agreement. In the event the “us too” clause is implemented pursuant to Article 9, Section 1, B of this Agreement, this wage table will be updated.

Detention and Law Enforcement Step Pay Plan for Year 4

Monthly Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		8,372	8,445		8,519		8,665	8,812	8,959
Detention Lieutenant	DT 07		6,823	6,891		6,959		7,095	7,231	7,367
Detention Sergeant	DT 05		5,721	5,778		5,835		5,949	6,063	6,178
Detention Corporal	DT 02		4,768	4,816		4,864		4,959	5,054	5,150
Deputy Sheriff - Detention	DT 01		3,661	3,891	4,006	4,122	4,237	4,353	4,465	4,577
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	3,498								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9

Annual Base Pay										
	Grade	Cadet	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Detention Captain	DT 09		100,464	101,340		102,228		103,980	105,744	107,508
Detention Lieutenant	DT 07		81,876	82,692		83,508		85,140	86,772	88,404
Detention Sergeant	DT 05		68,652	69,336		70,020		71,388	72,756	74,136
Detention Corporal	DT 02		57,216	57,792		58,368		59,508	60,648	61,800
Deputy Sheriff - Detention	DT 01		43,932	46,692	48,072	49,464	50,844	52,236	53,580	54,924
<i>*Deputy Sheriff - Detention Cadet</i>	DT 01	41,976								
SAP CHRIS Step		1	2	3	4	5	6	7	8	9

**Detention Cadet is not part of Collective Bargaining Unit*

Monthly Base Pay									
	Grade	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10	8,811	8,890		8,969		9,128	9,286	9,444
Law Enforcement Lieutenant	LE 08	7,977	8,057		8,137		8,297	8,458	8,618
Law Enforcement Sergeant	LE 06	7,256	7,329		7,401		7,545	7,689	7,834
Law Enforcement Investigator	LE 04	6,592	6,658		6,724		6,856	6,988	7,121
Deputy Sheriff - Law Enforcement	LE 03	4,894	4,988		5,082		5,428	5,773	6,117
SAP CHRIS Step		2	3	4	5	6	7	8	9

Annual Base Pay									
	Grade	First Year	Over 1	Over 2	Over 3	Over 4	Over 5	Over 7	Over 9
Law Enforcement Captain	LE 10	105,732	106,680		107,628		109,536	111,432	113,328
Law Enforcement Lieutenant	LE 08	95,724	96,684		97,644		99,564	101,496	103,416
Law Enforcement Sergeant	LE 06	87,072	87,948		88,812		90,540	92,268	94,008
Law Enforcement Investigator	LE 04	79,104	79,896		80,688		82,272	83,856	85,452
Deputy Sheriff - Law Enforcement	LE 03	58,728	59,856		60,984		65,136	69,276	73,404
SAP CHRIS Step		2	3	4	5	6	7	8	9

* Note: This table reflects the amounts due and payable per the Collective Bargaining Agreement. In the event the “us too” clause is implemented pursuant to Article 9, Section 1, B of this Agreement, this wage table will be updated.

ATTACHMENT 2—EXPEDITED AAA RULES

*Note: These rules may be amended by the AAA. If so, the amended rules will apply at that time.

E1. Agreement of Parties

These procedures shall apply whenever the parties have agreed to arbitrate under them, the Streamlined Labor Arbitration Rules, or the Expedited Labor Arbitration Rules of the American Arbitration Association, in the form obtaining when the arbitration is initiated, shall apply whenever the parties have agreed to arbitrate under them.

E.4 Vacancies

The parties, pursuant to the terms of this Agreement, are authorized to substitute another Arbitrator if an appointed Arbitrator is unable to serve promptly.

E5. Date, Time, and Place of Hearing

The Arbitrator shall fix the date, time and place of the hearing, notice of which must be given at least 24 hours in advance. Such notice may be given orally, electronically, or by facsimile.

E6. No Stenographic Record

There shall be no stenographic record of the proceedings.

E7. Proceedings

The hearing shall be conducted by the Arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties. The Arbitrator shall make an appropriate minute of the proceedings. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the Arbitrator may schedule an additional hearing to be held within seven days.

E8. Posthearing Briefs

There shall be no posthearing briefs.

E9. Time of Award

The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, no later than seven days from the date of the closing of the hearing.

E10. Form of Award

The award shall be in writing and shall be signed by the Arbitrator. If the Arbitrator determines that an opinion is necessary, it shall be in summary form.

**ATTACHMENT 3
WAIVER**

Waiver of member Appointed to Exempt Position under TLGC §158.038

I, _____, hereby waiver my right to sue, litigate, or otherwise bring any and all claims against the DSABC for alleged breach of duty of fair representation arising out of any act or omission of the Association as the designated exclusive representative agent during the negotiation of this Collective Bargaining Agreement.

Date this ____ day of _____, 20__.

MEMBER

Acknowledgement

STATE OF TEXAS
COUNTY OF BEXAR

Before me, the undersigned authority, on this ____ day of _____, 20__, personally appeared, who being by me duly sworn said that he has read Article 1: Recognition.

ATTACHMENT 4

GRIEVANCE FORMS

**DEPUTY SHERIFF'S ASSOCIATION/BEXAR COUNTY
CONTRACT GRIEVANCE FORM**

Case Number _____

GRIEVANCE SUBMITTAL (Step 1)

Members must use this form for filing Collective Bargaining Agreement contract grievances with the DSABC Grievance Committee and subsequent steps of the contract dispute procedure

NAME	TITLE	DIVISION	SHIFT	PHONE
UNION REPRESENTATIVE		ADDRESS	PHONE	

1. STATE IN DETAIL THE INCIDENT CAUSING THIS GRIEVANCE AND THE FACTS ON WHICH IT IS BASED: (Include date, time and place; management officials involved; witnesses, if any. If more space is needed, continue on a separate sheet of paper or use supplement form.)

2. SECTION OR ARTICLE OF THE CONTRACT THAT HAS BEEN VIOLATED: (Use supplement form if necessary.)

3. IF A PAST PRACTICE IS ALLEGED, STATE IN REASONABLE DETAIL A DESCRIPTION OF THE PAST PRACTICE: (Use supplement form if necessary.)

4. REMEDY OR ADJUSTMENT SOUGHT: (Use supplement form if necessary.)

5. MEMBER SIGNATURE: _____ **DATE:** _____

ASSOCIATION PRESIDENT SIGNATURE: (If applicable) _____ **DATE:** _____

SHERIFF DESIGNEE SIGNATURE: _____ **DATE RECEIVED:** _____

BEXAR COUNTY MANAGER/ DESIGNEE SIGNATURE: _____ **DATE RECEIVED:** _____

DSABC GRIEVANCE COMMITTEE SIGNATURE: _____ **DATE RECEIVED:** _____

ROUTE TO: Association President County Manager Sheriff's Office Administration Employee/Association Representative

DEPUTY SHERIFF'S ASSOCIATION/BEXAR COUNTY

Case Number _____

ADDITIONAL INFORMATION/SUPPLEMENT SHEET

**MEMBER/SHERIFF/BEXAR CO.
COUNTY MANAGER DESIGNEE**

SIGNATURE: _____

DATE: _____

ASSOCIATION PRESIDENT

SIGNATURE: (If applicable) _____

DATE: _____

RECEIVED: _____

SHERIFF DESIGNEE

SIGNATURE: _____

DATE

RECEIVED: _____

**BEXAR COUNTY MANAGER
DESIGNEE SIGNATURE**

DATE:

RECEIVED: _____

ROUTE TO:

- Association President County Manager Sheriff's Office Administration Employee/Association Representative

DEPUTY SHERIFF'S ASSOCIATION/BEXAR COUNTY

Case Number _____

ASSOCIATION DECISION ON GRIEVANCE
(MUST ATTACHED COPY OF GRIEVANCE)

The Grievance Committee of the Association met on (date) _____ and rendered the following decision on the Grievance:

- No grievance exists and no further action will be taken.

- A grievance exists and should proceed to the next Step _____.

GRIEVANCE COMMITTEE
SIGNATURE: _____ *DATE:* _____

SHERIFF/DESIGNEE
SIGNATURE: _____ *DATE RECEIVED:* _____

BEXAR COUNTY MANAGER/
DESIGNEE: _____ *DATE RECEIVED:* _____

(sign and date appropriate number)

ROUTE TO: Member County Manager Sheriff's Office Administration Association Representative

DEPUTY SHERIFF'S ASSOCIATION/BEXAR COUNTY

Case Number _____

GRIEVANCE RESPONSE

GRIEVANCE RESPONSE

OF SHERIFF (Step 2)

OF BEXAR COUNTY (Step 2)

****Response to Member/Association grievances must be completed on this form at Step 2 of the Grievance Procedure****

RESPONSE TO GRIEVANCE: (if more space is needed, use supplement form or attach a separate sheet of paper)

SHERIFF/BEXAR COUNTY MANAGER

DESIGNEE SIGNATURE: _____

DATE: _____

ASSOCIATION REPRESENTATIVE

SIGNATURE: _____

DATE

RECEIVED: _____

(Note: In presenting an appeal to the next level, a copy of the initial grievance and all subsequent responses must accompany this form.)

ROUTE TO:

Association

**County
Manager**

**Sheriff's Office
Administration**

**Employee/Union
Representative**

DEPUTY SHERIFF'S ASSOCIATION/BEXAR COUNTY

Case Number _____

STEP 3 NOTICE

REQUEST FOR SUBMISSION TO NEGOTIATION (STEP 3):

The undersigned Designee/Representative requests the Grievance proceed to Step 3 within _____ days of receipt of Step 2 Response on _____.

Submitted by:

*ASSOC. PRESIDENT/SHERIFF/
COUNTY MANAGER DESIGNEE*

SIGNATURE: _____ **DATE:** _____

Received by:

DSABC/COUNTY JUDGE

DESIGNEE SIGNATURE: _____ **DATE:** _____

NO RESOLUTION CERTIFICATION (STEP 3)

The undersigned Designee/Representative certifies that the parties met and conferred on the above Grievance and that the Grievance was not resolved.

DSABC SIGNATURE: _____ **DATE:** _____

SHERIFF DESIGNEE SIGNATURE: _____ **DATE:** _____

BEXAR COUNTY MANAGER DESIGNEE _____ **DATE:** _____

RECEIVED BY: _____

**DSABC/SHERIFF/
BEXAR COUNTY MANAGER SIGNATURE:** _____ **DATE:** _____

ROUTE TO: Association President County Manager Sheriff's Office Administration Employee/Association Representative

DEPUTY SHERIFF'S ASSOCIATION/BEXAR COUNTY

Case Number _____

NOTICE OF INTENT TO SUBMIT TO ARBITRATION

REQUEST FOR ARBITRATION:

The Association hereby submits notice of intent to submit the above grievance to arbitration.

NAME TITLE DIVISION SHIFT PHONE

UNION REPRESENTATIVE ADDRESS PHONE

ASSOCIATION SIGNATURE: _____ **DATE:** _____

RECEIVED BY:

SHERIFF
DESIGNEE: _____ **DATE:** _____

BEXAR COUNTY MANAGER
DESIGNEE: _____ **DATE:** _____

ROUTE TO: County Manager Sheriff's Office Administration Employee/Association Representative

EXHIBIT A – PANEL OF ARBITRATORS

1. Bill Detweiller
2. Diego Pena
3. William McKee
4. William Hartsfield
5. Lynn Gomez
6. Lori LaConte