



ARTICLES OF AGREEMENT
Between The
EL PASO COUNTY SHERIFF
And The
EL PASO COUNTY SHERIFF'S
OFFICERS' ASSOCIATION, INC.

TERM
JANUARY 1, 2021 – DECEMBER 31, 2024



TABLE OF CONTENTS

ARTICLE 1.	DEFINITIONS.....	1
ARTICLE 2.	RECOGNITION, REPRESENTATION, AND NONDISCRIMINATION	2
ARTICLE 3.	NON-BARGAINING UNIT WORK	2
ARTICLE 4.	MANAGEMENT RIGHTS	2
ARTICLE 5.	ASSOCIATION RIGHTS.....	3
ARTICLE 6.	TRAINING PROVISIONS.....	3
ARTICLE 7.	SENIORITY/PROBATION	3
ARTICLE 8.	ADVISORY COMMITTEE ON OFFICE RELATIONS	4
ARTICLE 9.	INTERNAL AFFAIRS INVESTIGATIONS.....	5
ARTICLE 10.	DISCIPLINE.....	7
ARTICLE 11.	GRIEVANCE PROCEDURE	11
ARTICLE 12.	PROMOTIONS	13
ARTICLE 13.	RULES AND REGULATIONS.....	20
ARTICLE 14.	POLITICAL ACTIVITIES	20
ARTICLE 15.	NO STRIKE, NO LOCK-OUT	20
ARTICLE 16.	TIME OFF FOR ASSOCIATION BUSINESS.....	20
ARTICLE 17.	TEMPORARY ASSIGNMENT	22
ARTICLE 18.	MISCELLANEOUS	22
ARTICLE 19.	CLOSING STATEMENTS	23
ARTICLE 20.	DURATION OF THE AGREEMENT	23

PREAMBLE

The following Agreement by and between the Sheriff of El Paso County, Texas, hereinafter referred to as the Sheriff, and the El Paso County Sheriff's Officers' Association, Inc., hereinafter referred to as the Association, is recorded in accordance with the collective bargaining provisions of the Fire and Police Employee Relations Act of the State of Texas. The Sheriff and the Association agree that the efficient and uninterrupted performance of the County law enforcement function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Sheriff's officers of the County. Therefore, this Agreement is intended to be in all respects in the public interest.

ARTICLE 1. DEFINITIONS

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

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

"ASSOCIATION ATTORNEY" means one or more attorneys, duly licensed by the State of Texas, retained to represent the Association.

"ASSOCIATION BUSINESS LEAVE" means time spent: (a) representing members at disciplinary hearings or grievance meetings; (b) preparing for and attending negotiating sessions with the County or Sheriff; (c) administering the terms of the Agreements with the Sheriff and County; (d) attending meetings of the Association's Board; (e) attending regular business meetings of the Association; or (f) attending other Association meetings, training programs, seminars, workshops, or conferences.

"ASSOCIATION MEMBER" or "MEMBER" means a deputy or detention officer in good standing with the Association.

"ASSOCIATION REPRESENTATIVE" means the designated individual or alternate individual to represent the Association in the administration of this Agreement.

"CIVIL SERVICE COMMISSION" means the governing body of the El Paso County Sheriff's Office Civil Service Commission.

"CONTINUOUS SERVICE" means the accumulation of time as a sworn, certified or licensed, full-time, paid officer actually worked in the Office.

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

"COUNTY ATTORNEY" means the duly elected or appointed County Attorney of the County.

"COUNTY COMMISSIONER" or "COMMISSIONER" means the duly elected or appointed Commissioner for each of the various precincts in the County.

"DAYS" means calendar days unless otherwise specified herein. If a deadline falls on a Saturday, Sunday or holiday, the deadline will be the next business day.

"DEPUTY" or "DEPUTIES" means each sworn, licensed, full-time, paid appointed deputy who regularly serves in a professional peace officer capacity in the Sheriff's Office of the County of El Paso, Texas.

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

"MEMBER OF THE BARGAINING UNIT" means a deputy or detention officer, excluding the Sheriff and officers holding the rank of Commander and above, employed by the Sheriff's Office of the County of El Paso.

"OFFICER" means a deputy or detention officer, employed by the Sheriff's Office of the County of El Paso.

"SENIORITY," means time in grade.

"SHERIFF" means the duly elected or appointed Sheriff of the County of El Paso, Texas. Unless the context plainly requires otherwise, the use of the term also refers to a designee of the Sheriff.

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

ARTICLE 2. RECOGNITION, REPRESENTATION, AND NONDISCRIMINATION

Section 1. The Sheriff recognizes the Association as the sole and exclusive representative for all officers, except for officers in the rank of Commander and above.

Section 2. The Sheriff and Association agree they will not discriminate against or harass any officer because of membership or non-membership in the Association or the performance of their lawful activities on behalf of the Association. All agree there will be no discrimination because of race, creed, religion, sex, age, color, national origin, sexual orientation or gender identification.

ARTICLE 3. NON-BARGAINING UNIT WORK

Section 1. The parties agree that the following specific job duties in the Sheriff's Office do not qualify as bargaining unit work:

- Bonding officers/clerks
- Inmate Files officers/clerks
- All positions currently filled by civilian employees

Section 2. Bargaining unit employees currently exercising duties and functions that do not qualify as bargaining unit work will be assigned appropriate bargaining unit work within the Sheriff's Office with no loss of pay or benefits.

ARTICLE 4. MANAGEMENT RIGHTS

The Constitution and Statutes of the State of Texas, the civil service rules and this Agreement confer certain rights, privileges, liabilities and duties on the Sheriff; therefore, the management of the Office and the direction of the officers, including but not limited to the right to plan, direct and control operations of the officers wherever assigned, to schedule the working hours, to appoint, to revoke the appointment, to promote, to demote, to transfer, to suspend, to discipline, to relieve for lack of work, to introduce new and improved methods or facilities or to change the existing methods or facilities and/or to make and enforce reasonable rules and regulations, not

inconsistent with the provisions of the Constitution and Statutes of the State of Texas, the civil service rules and this Agreement are vested exclusively in the Sheriff.

ARTICLE 5. ASSOCIATION RIGHTS

Section 1. The Association is allowed, at its expense, to place a bulletin board at the Office and any station after consulting with the Sheriff and receiving his authorization as to the location and the size of the bulletin board, for its exclusive official use to inform the officers of Association meetings, elections, recreational events and social affairs. The Association may request the Sheriff to set aside a designated portion of an Office bulletin board for the same purposes.

Section 2. The Association has the right to appoint or reappoint and to designate or re-designate an association representative. The Association Representative has the right to visit the Office for the purpose of administering the Agreements with the Sheriff and/or County; but if the representatives are officers on a work shift they will not absent themselves from their place of work to visit other places of work without the permission of the Sheriff or their supervisor; nor will they neglect their duties as a result of administering this Agreement. Where practicable, the Association will give notice reasonably in advance of any visit authorized under this Article.

Section 3. The Association may use the Office e-mail system to provide notice to officers of the following Association events: 1) Association meetings; 2) election of Association officers; and 3) Association recreational events. Any use of the Office e-mail system under this section must comply with all County and Sheriff's policies, procedures and rules.

ARTICLE 6. TRAINING PROVISIONS

Section 1. The Sheriff will give every officer the opportunity to obtain at least eighty (80) hours of in-service training every two years. The Sheriff retains the right to require any officer to obtain in-service training.

Section 2. The Sheriff will provide the facilities for and ensure the attendance of all deputies and armed detention officers at annual firearms qualifications, and will provide ammunition to deputies and armed detention officers for firearms qualification, provided that the County allocates funds necessary for the acquisition of the ammunition.

Section 3. Armed detention officers will be able to utilize an academy weapon for additional practice at the Office firearms range during their off-duty hours. The Sheriff will, to the extent reasonably able, provide ammunition to deputies and armed detention officers for additional quarterly practice during off-duty hours. Any additional firearms practice during off-duty hours is voluntary and will not be compensated.

ARTICLE 7. SENIORITY/PROBATION

Section 1. Seniority, as referred to in this contract, is time in grade.

Section 2. A detention officer starting with the Office, whether a new hire or rehire, works under the provisions of this Agreement, but is considered a probationary officer for the first year of continuous service as a detention officer. Probationary officers do not have seniority and may be subject to disciplinary action, lay-off, discharge or termination, and such action is not subject

to any grievance procedure under this Agreement or the rules of the Civil Service Commission. Upon completion of the probationary period, the seniority date relates back to the officer's date of appointment as a detention officer. However, Officers hired prior to the creation of the detention officer trainee position will retain their seniority dates as the date of hire as a detention officer.

Section 3. Outside hires into the position of deputy sheriff are probationary employees for the first year after their appointment as deputy sheriff. These probationary deputies are subject to disciplinary action, lay-off, discharge or termination, and such action is not subject to any grievance procedure under this Agreement or the rules of the Civil Service Commission.

Section 4. Detention officers selected for deputy sheriff are probationary employees for the first year after their appointment as deputy sheriff. These probationary deputies may be returned to their former position as a detention officer during the probationary period, and such return is not subject to any grievance procedure under this Agreement or the rules of the Civil Service Commission. Any disciplinary action taken against these probationary deputies, though, is subject to the rules and procedures established in Article 10 of this Agreement.

Section 5. Officers promoted to a new rank are on probationary status for a period of one hundred and eighty (180) days after their promotion. These probationary officers may be returned to their former rank during the probationary period, and such return is not subject to any grievance procedure under this Agreement or the rules of the Civil Service Commission. Any disciplinary action taken against these probationary officers, though, is subject to the rules and procedures established in Article 10 of this Agreement.

Section 6. Seniority is lost in the following instances:

- A. Resignation; or
- B. Termination.

ARTICLE 8. ADVISORY COMMITTEE ON OFFICE RELATIONS

Section 1. An Advisory Committee will be formed to enable the Sheriff and the County to receive input from the Committee regarding day-to-day working conditions in the Office with the objective of receiving ideas which may contribute to the continuing development of sound management principles.

Section 2. The Committee will be comprised of the Sheriff or his designee and the Sheriff's Legal Advisor, and the Association President or his designee and the Association Attorney. The Committee will select its chairperson from among the members of the Committee. The Committee will meet once each month at a designated time and place set by the Chairperson. The Committee may discuss any and all matters pertinent to harmonious relations in the Office. The Secretary of the Committee appointed by the Sheriff will take minutes of each meeting and a copy of the minutes will be sent to the Sheriff and the Association, and a copy will be posted on the bulletin board of the Office.

Section 3. This Committee is solely advisory in nature and the Sheriff may or may not reply or act on the Committee's recommendations. The Committee may not discuss or take any action on any matters which are subject to the grievance procedure or part of an Internal Affairs investigation.

ARTICLE 9. INTERNAL AFFAIRS INVESTIGATIONS

Section 1. In the course of an Internal Affairs investigation, interviews conducted by the Internal Affairs Division of each officer who is the subject of an investigation will be conducted in accordance with the following rules:

- A. The interview of any officer will be at reasonable hours, preferably when the officer is on duty.
- B. The interview will take place at a location designated by the investigating officer. If an officer is directed to leave his post and report for an interview to another command, his command will be promptly notified of his whereabouts.
- C. The officer will be informed of the identity of all persons present during the interview. If the interview is being video recorded, other members of Internal Affairs or the Internal Affairs supervisory chain of command may be listening in remotely. No one outside of Internal Affairs or the Internal Affairs supervisory chain of command is authorized to listen remotely to the live interview.
- D. The officer will be informed of the nature of the investigation before any interview commences. Sufficient information to reasonably apprise the officer of the allegations will be provided, and if a Personnel Incident Report (PIR) exists, it will be given to the officer. When the PIR is based on a citizen complaint, it will note that fact. A copy of the citizen's written complaint, if any, will be attached. Personal contact information about the complainant may be redacted. If it is known that the officer is being interviewed as a witness only, he will be so informed. If the incident being investigated involves an allegation of any type of use of force, and Sheriff's Office body camera or jail surveillance video exists and can reasonably be made available at the time any statement is taken by Internal Affairs, the officer will be provided an opportunity to review the video recording(s) before being asked to provide any statement.
- E. During the interview, time will be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- F. No officer will be subjected to any offensive language, nor will he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward will be made as an inducement to answering questions. Nothing in this Article is to be construed as prohibiting the investigating deputy from informing the officer that his conduct is under investigation and could become the subject of disciplinary action.
- G. The officer may consult with an attorney or Association representative prior to being interviewed, so long as such consultation does not impede the investigatory process. At the request of the officer, a member of the Association's Board who is an employee of the Office may be present during the process as a witness, provided the Board member is able to, and does, arrive within two hours of the time the officer is first called to attend. The Association Board member is attending only as a witness and will not speak during, or interfere with, the interview. If the Association Board member would otherwise be on duty during the interview, his time will be charged to Association Business Leave. If multiple

officers are the subjects of the same investigation, the Association representative is prohibited from discussing the substance of an officer's statement with another officer subject to the investigation or his representative. This right to have a Board member present does not apply to a polygraph examination.

- H. Upon request, the officer will be given a copy of any written, video or audio statement provided by that officer. The officer will provide the electronic storage device (DVD, Flash Drive, External Hard Drive) if requesting a copy of an audio or video recorded statement.
- I. The refusal by the officer to answer questions during the interview may result in disciplinary action.
- J. The investigating deputy will take either a written or video recorded statement from the officer. If the investigating deputy takes a written statement, upon request of the officer being interviewed, the investigating deputy will audio or video record the interview, unless the audio or video equipment is not operational. Any audio or video recording will commence immediately at the beginning of the interview.
- K. The Sheriff may order an officer to take a polygraph examination under any of the three circumstances listed below. The Sheriff will audio record the polygraph process. The results of any polygraph examination taken pursuant to, and in compliance with, this Article may be used as evidence in any hearing held pursuant to the provisions of this Agreement. The provisions of this Agreement concerning the use of the polygraph preempt any statutory provisions or case law interpretations concerning the use of the polygraph in administrative investigations.
 - 1. External Complainant. No officer may be compelled to take a polygraph examination unless the complaining party, exclusive of a member of the Sheriff's Office, first submits to and takes a polygraph examination which indicates no deception, unless the complaining party is, in the opinion of the polygraph examiner, physically or mentally incapable of being polygraphed.
 - 2. Internal Complainant. The Sheriff may require the Officer to submit to a polygraph examination under this subsection if:
 - a. the subject matter of the complaint is confined to the internal operations of the Office;
 - b. the complainant is an employee or appointee of the County; and
 - c. the complaint does not appear to be invalid based on the information available when the polygraph is ordered.
 - 3. Extraordinary Circumstances. The Sheriff may require the officer to submit to a polygraph examination if the Sheriff considers the circumstances to be extraordinary and believes the integrity of an officer or the Office is in question. The Sheriff will provide the officer a written explanation of the nature of the extraordinary circumstances and how the

integrity of the officer or the Office is in question.

Section 2. No officer may be compelled to provide a written or video recorded statement to Internal Affairs either as a subject or witness without first being provided a *Garrrity* Warning.

Section 3. If, during any investigation covered by this article, the investigating deputy fails to substantially comply with the provisions of this Article, no statement given by the officer to Internal Affairs, or any reproduction thereof, may be introduced or alluded to by the Sheriff in a disciplinary appeal hearing.

ARTICLE 10. DISCIPLINE

Section 1. Grievances involving demotions, revocation of deputy deputation and reassignment to detention, suspensions, and terminations of officers by the Sheriff will be settled in the following manner:

- A. The Sheriff has the authority to demote, revoke a deputy deputation and reassign to detention, reprimand, suspend without pay not to exceed thirty (30) days (240 hours) or terminate any officer for the causes set forth in the rules and regulations, policies, general and special orders, and directives of the El Paso County Sheriff's Office. Officers do not have the right to appeal reprimands, but may submit a written response to the letter of reprimand within thirty (30) days from the receipt thereof for inclusion in their personnel file.
- B. Notice of disciplinary action will be provided by personal service on the officer, or by certified mail to the officer's address on file with the Office, and will consist of a written statement of the charges and specifications. The written statement will point out the particular rule or rules alleged to have been violated by the officer and the specific act or acts alleged to be in violation. The statement will inform the officer that he has fourteen (14) days after receipt thereof to file a written appeal with the Sheriff. Normally, where notice of disciplinary action is by personal service, the notice should be delivered to the officer at the officer's place of duty during normal duty hours. The officer to be disciplined will be requested to sign the Notice of Disciplinary Action acknowledging the date and time of receipt. An officer's acknowledgment of receipt does not constitute an admission of any wrongdoing. An officer's refusal to acknowledge receipt of the Notice of Disciplinary Action does not preclude imposition of discipline.
- C. Notice of appeal must be in writing and include a statement denying the truth of the charge as made, a statement taking exception to the legal sufficiency of such charges, a statement alleging that the action taken is excessive in light of the alleged offense, or any combination of the statements. The officer will state in the notice of appeal that he requests a hearing before the Civil Service Commission or an arbitrator pursuant to the provisions outlined in this Agreement. An election by an officer to arbitrate constitutes a waiver of the right to appeal to the Commission.
- D. The Officer's notice of appeal will be addressed to the Civil Service Commission, and the officer will forward a copy of the notice of appeal to the Sheriff. The Civil Service or arbitration hearing is public, unless the officer specifies not less

than seven (7) days prior to the hearing that he desires a closed hearing. All decisions of the Civil Service Commission or arbitrator are public and final and binding on all parties. The officer is entitled to representation by any person of his choice; cross-examination of witnesses; presentation of evidence; authority to compel the production of required papers, documents, evidence and the attendance of employees of the Office, which production and attendance will be commanded by the Sheriff on behalf of the officer; and any other procedures needed to ensure a fair and impartial hearing.

- E. The officer may not compel the production of documents, evidence, or the attendance of witnesses which would jeopardize an ongoing investigation or create a substantial security risk to the operations of the Office. If the officer requests the production of documents, evidence or witnesses which will, in the opinion of the Sheriff, jeopardize an ongoing investigation or create a substantial security risk to the operation of the Office, the Civil Service Commission or arbitrator, as the case may be, will be so informed by the Sheriff or his designee. Upon being advised by the Sheriff or his designee, the Civil Service Commission or arbitrator will recess the proceedings and the question of admissibility will be decided by the County Attorney, except in arbitrations in which case it will be the arbitrator, who will consider and review the requested documents, evidence, or interview the witnesses, *in camera*, to determine if the production of the same would jeopardize an ongoing investigation or create a substantial security risk to the operation of the Office. If a determination is made that production would jeopardize an ongoing investigation or create a substantial security risk to the operation of the Office, the officer's request for production will be denied and set forth in writing with the specific reasons for denying the requests. The closed session reviewing the items and the reasons for denying the officer's request will be part of the record of the proceedings, but will be sealed until such time as the security risk is abated or the ongoing investigation is completed. In the event that the County Attorney or arbitrator finds in favor of the officer and be of the opinion that the production would not jeopardize the Office in the manners hereinabove set forth, the County Attorney or arbitrator will direct the Sheriff to produce the requested document, evidence or attendance of the witness, and the Sheriff will comply with the directive within seven (7) days of the directive or dismiss the disciplinary action and reinstate the officer. If the Sheriff dismisses the charges and reinstates the officer, the charges are to be dismissed with prejudice and cannot be re-filed.

Section 2. The Office must maintain a personnel file on each officer, which may be used for evidentiary purposes in hearings under this Article. The personnel file will not contain any information relating to alleged misconduct by the officer if the final resolution of the matter is "not sustained," "exonerated" or "unfounded." An officer is entitled to a copy of any document in their personnel file. The Office may charge the officer a reasonable fee, not to exceed the actual cost, for any copies provided.

Section 3. Arbitration of disciplinary action taken by the Sheriff will be conducted in the following manner:

- A. All appeals will be heard by an arbitrator on a rotating basis from a panel of five or more individuals appointed as described in Subsection D of this Section. The arbitrator has the same rights and powers as the Civil Service Commission, including the right to sustain, modify or reverse the disciplinary decision. If the arbitrator modifies or reverses the disciplinary decision, the arbitrator may, but is not required to, award backpay, benefits and accruals consistent with the arbitrator's ruling.
- B. The decision of the arbitrator is final and binding upon the officer and the Sheriff, subject to any rights of appeal to a court of law as permitted by law. During the appeal to an arbitrator, the parties have the right to have a representative of their choosing sit at the counsel table. The Sheriff has the burden to present by a preponderance of the evidence proof supporting the disciplinary action taken by the Sheriff.
- C. Any officer allegations of procedural or substantive violations of the internal affairs and the disciplinary process must be raised during the disciplinary appeal process and not as independent contract grievances.
- D. The arbitration panel will have not less than five (5) qualified members appointed by mutual agreement of the Sheriff and Association. The members on the panel serve a one-year term and are subject to re-appointment or removal by mutual agreement of the Sheriff and the Association. Subject thereto, the Sheriff and the Association may, at any time remove and/or add agreed-upon members. If there is a vacancy, such as by resignation, death, or agreed-upon removal, the Sheriff and the Association will act promptly to select enough new members to ensure that the panel contains not less than five (5) active members. On or before January 1st of each year the parties will meet and confer in regards to re-appointment or replacement of the arbitration panel.
- E. Upon request of either party addressed to the opposing party at least fourteen (14) days prior to the date of hearing, the parties will exchange the names of witnesses expected to be called at the hearing as well as any statements of witnesses expected to be called not coming within the attorney's work product privilege. Failure of a party to timely provide the name of a witness or a copy of the witness' non-privileged statement precludes the party from calling the individual as a witness, unless the arbitrator finds exceptional good cause for the failure.
- F. The arbitrator will, when mutually requested by the legal counsel for the Sheriff and the officer, be required to issue a bench award at the conclusion of the hearing and in such event, no briefs are allowed.
- G. The following procedures additionally apply to all disciplinary appeals to be heard by the arbitrator. Within thirty (30) days after the date the arbitrator is assigned to hear the appeal, the legal counsel for both the Sheriff and the aggrieved officer will meet with the arbitrator for a pre-hearing conference. At the pre-hearing conference, the arbitrator will address any preliminary matters as the arbitrator determines to be appropriate and will establish a timeline for conducting the hearing and the date for the final hearing on the appeal. The arbitrator may grant a continuance upon a showing of good cause or upon mutual

agreement by both the legal counsel for the Sheriff and the aggrieved officer. The arbitrator may not grant a continuance or an abatement based on a claim of 5th Amendment privilege if there has been no indictment or information filed, no arrest made or arrest warrant issued, or no criminal case currently under investigation by law enforcement or pending screening by the District Attorney's Office. This provision does not in any way limit the Sheriff's right to argue that an abatement or continuance is not appropriate or authorized in any other circumstance. If an abatement is granted, and the grievance is sustained in whole or in part, the grievant has the burden of proof as to entitlement to backpay, benefits, and accruals during the period of the abatement.

H. The parties agree to the following schedule of payment for the arbitrator:

1. For suspensions of less than fifteen (15) days (120 hours), the Officer will pay 100% of the costs of the arbitrator.
2. For suspensions of fifteen (15) days (120 hours) or more, terminations and demotions, the Sheriff and Officer will equally divide the costs of the arbitrator.
3. The Association may, at its sole option, pay all or any portion of the Officer's arbitration costs. Nothing herein prevents the arbitrator from requiring a party to prepay the costs in advance.

Section 4. Officers arrested, charged or indicted for a felony or a criminal misdemeanor involving moral turpitude or an act of violence may be placed on administrative leave without pay pending the disposition of the criminal charge. The officer on administrative leave without pay under this section has the option of applying accumulated vacation or personal leave during this period. This section does not limit the Sheriff's right to revoke an officer's deputation pursuant to Section 85.003 of the Texas Local Government Code.

Section 5. Notwithstanding any provision of this article or of the collective bargaining agreement, the Sheriff has the authority to temporarily suspend an officer for not more than ninety (90) days (720 hours) where the officer agrees to the suspension in writing. The officer may not appeal an agreed suspension and no administrative or judicial body has the power to review the suspension or alter the terms of the agreement. The officer must accept the disciplinary action of his own free will without duress or coercion, and the officer has the right to consult with an attorney and/or the Association Representative.

Section 6. The parties agree that when an officer is suspended without pay by the Sheriff, the officer may elect to proceed as follows:

- A. At the time of receipt of the statement of suspension, the officer may forfeit up to ten (10) days of vacation or personal leave in lieu of service of up to ten (10) days of the suspension. The forfeited time will not constitute hours worked. The officer must agree that there is neither a right to appeal the suspension nor a right of review before any administrative or judicial body if this method of suspension is chosen, and the officer must sign a waiver of appeal and agree to the suspension.
- B. If the officer does not elect to proceed under (A) above, the officer may either serve the suspension or appeal the suspension as set forth in this Article.

ARTICLE 11. GRIEVANCE PROCEDURE

Section 1. The Sheriff and the Association agree that disputes involving the interpretation, application or enforcement of a provision of this Agreement other than disciplinary appeals constitute a grievance to be processed under this Article.

Section 2. Grievances as defined in Section 1 of this Article will be resolved in the following manner:

- A. Time Limits. The parties will adhere to the time limits as set forth in this procedure. In the event the officer or Association fail to meet the time limits at any step of the procedure, the grievance is considered resolved and no further action will be taken. The time limits may be waived, however, by mutual consent of the parties in writing.
- B. Grievance Process. The Association will appoint a Grievance Committee composed of at least four (4) members, and will notify the Sheriff in writing of the names of Committee members. The Association may change the members of the Committee at any time, but will provide written notice to the Sheriff of changes in the Committee's membership within fourteen (14) days from the change.

Step 1. Within fifteen (15) days of when the aggrieved officer or officers knew or should have known of the incident or circumstances giving rise to the grievance, an officer will submit the grievance in writing to the Association Grievance Committee with a copy to the Sheriff. The written description of the grievance must contain: 1) a statement of the facts upon which the grievance is based; 2) the Article or provision of the Agreement alleged to have been violated; 3) the remedy sought; and 4) the signature of the individual requesting the resolution. A determination of whether a grievance exists will be made by the Association Grievance Committee. The committee will meet and render its decision in writing within thirty (30) days of the receipt of the written dispute by the officer. In the event the committee decides a grievance exists, the Association will prepare a formal written grievance on behalf of the aggrieved officer or officers and proceed to Step 2. Nothing herein prohibits the Sheriff from challenging whether a grievance is timely. The Association may file a class action grievance on behalf of two or more similarly situated officers.

Nothing herein prevents the Association from meeting and conferring with the Sheriff or his designees in an attempt to resolve the alleged grievance before the time limits in Step 1 expire.

Step 2. The Association's written grievance will be delivered to the office of the Sheriff by any method that can be confirmed, such as hand delivery, certified mail, return receipt requested, facsimile, or email with reply confirmation. The Sheriff has thirty (30) days to act on the grievance and render a decision in writing.

Step 3. If the grievance is not resolved at Step 2, the Association's written grievance will be submitted to arbitration pursuant to Section 3.

Section 3. Arbitration procedures for grievances under this Article will be conducted as follows:

Step 1: Upon receiving a request for arbitration under this Section of this Article, the Sheriff and the Association will attempt to mutually agree upon an arbitrator. If the parties fail to agree on an arbitrator within fourteen (14) days after the Sheriff renders or should have rendered a decision, the party requesting the arbitration will immediately request a list of seven (7) qualified neutrals from the American Arbitration Association (AAA), provided further, however that the fourteen (14) day period allowed for the agreed selection of an arbitrator may be extended by Agreement of the parties. The parties may mutually agree on one (1) of the seven (7) neutrals. If they do not agree, the parties will, alternately, strike the names on the list within seven (7) days after receipt of the list, and the remaining name is the arbitrator. A coin toss will determine the party entitled to the first strike. All parties will act to complete the selection at the earliest possible date. The arbitrator will be immediately notified of his selection.

Step 2. The hearing will be commenced within thirty (30) days of the selection of the arbitrator, except for delays caused by unavoidable conflicts with the arbitrator's schedule, or by mutual Agreement of the parties and for no other reason. If the arbitrator selected cannot commence the hearing within sixty (60) days from his selection and the parties fail to agree to postpone the arbitration further or fail to agree upon a substitute within seven (7) days of the conclusion of the sixty (60) day period, another arbitrator will be selected from a new list of seven (7) names immediately requested from the AAA according to the same procedure. The hearing will be scheduled so that it can be completed in consecutive calendar days, exclusive of weekends and holidays. The arbitrator will make an award within thirty (30) days of the close of evidence in standard arbitration hearings, and within seven (7) days of the close of evidence in expedited arbitration hearings, provided however that this time limitation does not commence until the submission of the last brief of the parties in the event the arbitrator requests briefs and stipulates the dates upon which they are due at the close of evidence. If a stenographic transcription of the proceedings is made, it will be made by a certified court reporter and will be the only transcript submitted or used by the arbitrator unless mutually agreed to do otherwise prior to the commencement of the hearing.

Section 4. The following rules govern the conduct of arbitration hearings under this section, and of certain preliminary matters:

- A. Upon request of either party addressed to the opposing party at least seven (7) days prior to the date of the hearing, the parties will exchange the names 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.
- B. Subject to the provisions of this Article, the arbitrator will require the production of any evidence or witness requested by either party prior to the hearing. The

Sheriff will compel compliance with the arbitrator's order so far as he has jurisdiction of any witness or evidence ordered to be produced.

- C. In all hearings under this section, the grievant has the burden of proving his case by a preponderance of the evidence.
- D. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within fourteen (14) days of the request, the request is deemed denied. The requesting party may then appeal to the arbitrator, who will order the discovery as is appropriate to the nature of the case. In considering the application, the arbitrator will 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 any other matters he deems material. In no event will discovery be requested within seven (7) days of the hearing.
- E. All grievance hearings are public, unless it is expressly agreed, in writing, by the parties that the hearing will be closed to the public, except as otherwise provided for in this Agreement or State law.
- F. Unless otherwise provided in this Agreement, the conduct of the hearing is governed by the rules of the AAA in existence on the date of the hearing.
- G. The arbitrator's award is final and binding, except the arbitrator does not have the power to add to, modify, amend or delete any terms or provisions of this Agreement.
- H. The Association and the Sheriff bear the expense of any arbitrator equally for arbitrations involving grievances pursuant to this Article.

ARTICLE 12. PROMOTIONS

Section 1. A promotional list is valid until twelve (12) months after its promulgation or until fewer than three (3) names remain, at the Sheriff's discretion. If no promotion is made off of a list within the twelve (12) months, the list will be extended for an additional six (6) months. In instances for which no valid promotional list exists, in either the law enforcement ranks of Detective, Sergeant and Lieutenant or the detention ranks of Floor Control Officer, Sergeant and Lieutenant, the vacancy will be filled as outlined below.

Section 2. The examination for promotions will be written, composed, or selected by the Sheriff or his designee. The Sheriff is responsible for the fairness of the promotional process, and no person eligible for promotion will be given information or assistance that compromises the fairness of the promotional process.

Section 3. ADMINISTRATOR

- A. The written promotional examination will be administered by the Sheriff or his designee, but at no time will the administrator of the examination be a member of the Sheriff's Office eligible for that particular promotional examination.

- B. If anyone other than the Sheriff administers the examination, a different examination will be given if that person ever participates in a promotional examination for that classification.

Section 4. EXAM

- A. As required by this Agreement, the Sheriff will initiate the announcement for the promotional exam.
- B. Announcement Contents. The notice will contain the following information:
 - 1. the description of the vacancy;
 - 2. the date, time and place of the written test for promotion; and
 - 3. a bibliography of all study material to be used on the written examination. The bibliography will indicate which items will be furnished by the Sheriff and which items must be obtained by the officers. The bibliography of study material for any given promotional rank normally will not be changed more often than every two years, but may be changed as necessary to include current law, regulation or practices. Written notice of any such changes will be provided to the officers at least 90 days prior to the exam.
- C. The Sheriff will make reference-copies of all study materials on the bibliography that are published by the State of Texas, or any political subdivisions, readily available. These reference copies may not be removed from the Office in order that all candidates will have access to the materials. These materials may be made available for purchase by the candidate.
- D. The officers are responsible for obtaining any other study sources contained in the bibliography. All items required to be obtained by the officers need to be readily available locally or from the publisher.

Section 5. Eligibility Requirements

- A. Except as otherwise provided herein, eligibility for all examinations administered pursuant to this Article are based upon continuous service inclusive of the written examination date. Provided further that:
 - 1. Any officer who has received final disposition, including award after appeal, on a disciplinary demotion, a disciplinary revocation of deputy deputation, or a suspension of five (5) days or more within the preceding one hundred eighty (180) days before the day of the written examination is ineligible to compete in the promotional examination process.
 - 2. College credit for service hours is allowed as follows:
 - a. Proof of having obtained a four-year degree from an accredited college or university may be substituted for one year of continuous service for promotion to Lieutenant.
 - b. Proof of having ninety (90) hours of college credit may be substituted for one year of continuous service for promotion to Sergeant.

c. Proof of having sixty (60) hours of college credit may be substituted for one year of continuous service for promotion to Detective or Floor Control Officer.

B. Eligibility for the LAW ENFORCEMENT classification of:

1. DETECTIVE - is open to any Deputy with three (3) years continuous service as a Deputy with the Office and at least thirty (30) hours of college credit;
2. SERGEANT - is open to any Deputy with at least three (3) years continuous service with the Office as a Deputy and at least sixty (60) hours of college credit beginning on January 1, 2021;
3. LIEUTENANT - is open to any Deputy in the classification of Sergeant with at least three (3) years continuous service with the Office as a Sergeant and at least ninety (90) hours of college credit beginning on January 1, 2022.
4. For officers already employed by the Sheriff's Office prior to January 1, 2018, two additional years of service may be substituted for each ten (10) college credit hours, for a total credit not to exceed 50% of the total college credit required.

C. Eligibility for the DETENTION classification of:

1. FLOOR CONTROL OFFICER - is open to any detention officer with at least three (3) years continuous service with the Office as a Detention Officer and at least thirty (30) hours of college credit.
2. SERGEANT - is open to any Floor Control Officer with at least three (3) years continuous service with the Office as a Floor Control Officer and at least sixty (60) hours of college credit beginning on January 1, 2021.
3. LIEUTENANT - is open to any Sergeant with at least three (3) years continuous service with the Office as a Sergeant and at least ninety (90) hours of college credit beginning on January 1, 2022.
4. For officers already employed by the Sheriff's Office prior to January 1, 2018, two additional years of service may be substituted for each ten (10) college credit hours, for a total credit not to exceed 50% of the total college credit required.

D. Posting

The Sheriff will post the written notice of the written examination on the Sheriff's Office Bulletin Boards or via email for at least sixty (60) days prior to the written examination. This notice must be displayed in a prominent place. A copy of the notice will be sent to the Association President at the same time.

E. Administration

The written examination will be given to all eligible candidates at the same time and place, and will be graded by the Sheriff or his designee in the presence of a

non-competing Association representative immediately upon completion of the examination.

1. Candidates scheduled to be on duty at the designated time of any testing procedure will be permitted time off for the examination without loss of pay or benefits.
2. No make-up examination is permitted.
3. The Sheriff will make every reasonable effort to see that all candidates for promotional examinations are not given assignments likely to cause them to miss the examination.

F. Protest Period

Any examinee may challenge an examination question or the examination process during a protest period. Any protest period for written promotional examinations will be limited to two-hour period(s) to be scheduled during the five (5) consecutive working days following the administration of the written examination. Each individual will be allowed to attend only one session. The time(s) will be announced prior to or at the time of the written examination.

G. Protest Process:

1. The officer may see and make notes about his marked answer sheet with the number of correct and incorrect responses for the initial 15 minutes of the two (2) hour period.
2. During the subsequent one (1) hour and 45 minutes and after handing in his marked answer sheet, the following materials will be available to examinees:
 - a. unmarked test booklet
 - b. correct answers to questions
 - c. reference material
 - d. protest forms
3. At the end of the two (2) hours, all protests must be turned in to the examiner or his designee. Protest on additional items will not be accepted after this time. Any individual attending the session may write down the number(s) of the test question(s) protested and remove such written notations from the testing room. No other notes or papers may be carried out by any individual attending the session.
4. Protested questions will be reviewed. The correct answer will be determined by the appropriate source in the bibliography.
5. Dispositions on protests are final. The disposition of protested questions will be posted as soon as possible after the close of the protest process. This list will contain only the number of the protested question and action taken. For example:

#85 protest allowed; question deleted

#95 protest disallowed

6. The employee's appeal is to a three (3) member panel comprised of the Sheriff or his designee, the Association President or his designee neither of whom may be a candidate for the examination, and a third party designated by the County's Human Resources Director. The panel has the authority to make final and binding decisions on all promotional examination challenges. The panel will review all challenges submitted to it in writing, and hear testimony if they so desire, within ten (10) working days after the protest period has expired.

Section 6. ASSESSMENT CENTER

- A. Each officer with a score of seventy percent (70%) or more on the written test will be interviewed by the Assessment Center as part of the promotional process.
- B. The Assessment Center Panel will be comprised of three (3) individuals from outside of the Office selected by the Sheriff or his designee.
- C. Each Assessor will grade the candidates in a fair and impartial manner in an effort to reflect candidates according to their qualifications. The Assessment Panel may use any number of assessment techniques, so long as each candidate is tested in a similar manner. Videotaping of the candidates may be done at the Assessors' request. The videotape will be used solely by the Assessors, and candidates may purchase a copy of their own assessments.
- D. Assessors will not divulge their scores of candidates to each other during the assessment process, but will submit the scores at the conclusion to the Sheriff and Association President.
- E. Scores will be added together and divided by the number of assessors participating, and the resulting quotient will be the Assessment Center score.
- F. Candidates must receive an Assessment Center score of 70% or higher to be placed on the Promotional List and considered for promotion.
- G. Upon request by a candidate who fails to receive a passing grade, the County Human Resources Department will provide written feedback regarding the candidate's performance during the assessment.

Section 7. SENIORITY AND EDUCATION POINTS

- A. Each candidate will receive one-half point for each six months of continuous service with the El Paso County Sheriff's Office in the position noted under Section 8 for each exam.
- B. Service is inclusive of the date of the written examination up to a maximum of ten (10) points. Seniority points will be added to the candidate's raw score, as defined in Section 8 below.
- C. Each candidate will receive the following education points for college credit from an accredited college added to the candidate's raw score as defined in Section 8 below:
 1. one point for 30 hours of college credit;

2. two points for 60 hours of college credit;
3. three points for 90 hours of college credit;
4. four points for a bachelor's degree; and
5. five points for a master's or higher degree.

Points awarded for education are not cumulative; a candidate is entitled to the highest number of points allowed based on educational attainment.

Section 8. PROMOTIONAL LIST COMPOSITION

The final promotional list will be formulated as follows:

- A. Each candidate's written examination and assessment score carries a maximum score of one hundred percent (100%).
- B. Evaluation reports may not be considered for any purpose in computing the final score of any candidate.
- C. On promotional examinations for the LAW ENFORCEMENT rank of:
 1. DETECTIVE - the written examination weighs one hundred percent (100%). Seniority points will be calculated by time in grade as a deputy sheriff.
 2. SERGEANT - the written examination weighs sixty percent (60%) and the assessment score weighs forty percent (40%) of the raw score. Seniority points will be calculated by time in grade as a deputy sheriff.
 3. LIEUTENANT - the written examination weighs fifty percent (50%) and the assessment score weighs fifty percent (50%) of the raw score. Seniority points will be calculated as time in grade as a deputy Sergeant.
- D. On promotional examinations for the DETENTION rank of:
 1. FLOOR CONTROL OFFICER - the written examination weighs sixty percent (60%) and the assessment score weighs forty percent (40%) of the raw score. Seniority points will be calculated as time in grade as a permanent detention officer.
 2. SERGEANT - the written examination weighs sixty percent (60%) and the assessment score weighs forty percent (40%) of the raw score. Seniority points will be calculated as time in grade as a Floor Control Officer.
 3. LIEUTENANT - the written examination weighs fifty percent (50%) and the assessment score weighs fifty percent (50%) of the raw score. Seniority points will be calculated as time in grade as a detention Sergeant.
- E. The candidates will be listed in order of highest cumulative score for a maximum of one hundred and fifteen (115) points.
 1. If more than one candidate has the same final score, the tie will be broken by listing first the officer with most seniority (time in grade and position with the Office) as identified under Section 7 above.

2. If more than one candidate has the same final score and equal seniority (time in grade and position with the Office), the tie will be broken by listing the officer first with the most time of continuous service with the Office.
3. If more than one candidate has the same final score, equal seniority (time in grade and position with the Office) and time of continuous service with the Office, the tie will be broken by listing the officer with the highest score on the written test first.
4. If more than one candidate has the same final score, equal seniority (time in grade and position with the Office), time of continuous service with the Office and test score, the tie will be broken by listing the officer with the highest number of college credit hours from an accredited college first.
5. If the tie still remains unbroken, it will be resolved by the toss of a coin.

Section 9. RULE OF FOUR

- A. The Sheriff will promote, on the occasion of the filling of each vacancy from the appropriate eligibility list, one of the top four (4) individuals on the list. If the Sheriff simultaneously fills more than one vacancy within a given rank, the Sheriff may consider one additional name off the promotional list for each additional vacancy.
- B. Any candidate who is bypassed for promotion by the Sheriff's exercise of the rule of four as set out herein has the right, upon the occasion of the third bypass for the same tested position, to appeal the propriety of the bypass to the Promotional Review Committee. Promotions of multiple candidates at one time only constitutes one bypass for purposes of an appeal under this Section.
- C. Promotional Review Committee - This Committee will be constituted as hereinafter set forth, provided further that if a Committee has before it appeals that it has not disposed of prior to the conclusion of its term, it will remain constituted until it has disposed of the pending appeals, at which time it will dissolve.
- D. Composition of Promotional Review Committee - Not later than the 15th day after the execution of this Agreement and thereafter, not later than the 5th of January of each year, the Association and the Sheriff will appoint a representative to serve on the Committee. The appointee of the Association will be a sergeant and the appointee of the Sheriff will be a lieutenant or above. The third member of the Committee is the County Human Resources Director who serves as chairperson. Any member of the Committee who becomes a candidate for promotion during his/her tenure on the Committee is deemed to have vacated his/her seat.
- E. Promotional Review Committee Authority - It will sustain the Sheriff's exercise of the Rule of Four if the Sheriff presents a valid reason for the bypass, or may reverse if he does not and direct that the appealing officer be promoted. The action of the Committee is binding on the Sheriff. The filling of the vacancy that

is the subject of the appeal is stayed until the decision of the Committee has been made.

Section 10. MISCELLANEOUS

- A. The promotional procedure does not apply to the rank of Commander or above. The Sheriff retains the authority to appoint the rank of Commander and above, who serve at the Sheriff's pleasure.
- B. The Sheriff and the Association may amend the promotional process by mutual written amendment to this Agreement.

ARTICLE 13. RULES AND REGULATIONS

The Sheriff recognizes his responsibility to a consistent interpretation and application of Office rules and regulations, special directives and administrative orders which govern the conduct of employees on the job.

ARTICLE 14. POLITICAL ACTIVITIES

Section 1. Officers are not permitted to take an active part in any political campaign if they are in uniform, on duty, or on County Property not open to the public.

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

Section 3. Officers retain their inalienable right to support the candidate or measure of their choice. No officer may be removed, reduced in classification or salary, or otherwise prejudiced for supporting or refusing to support any candidate or measure.

ARTICLE 15. NO STRIKE, NO LOCK-OUT

Section 1. The Association agrees it will not authorize, ratify, encourage, or otherwise support any strike, slow-down, unlawful picketing, or any other form of work stoppage or interference with the business of the Office and will cooperate with the Sheriff in preventing and/or halting any such action. The Sheriff agrees he will not authorize, ratify, encourage, or otherwise support any lock-out during the term of this Agreement.

Section 2. The Sheriff may discipline and/or discharge any officer who instigates, participates, or gives leadership to any act or conduct prohibited by this Article. The Office may invoke any remedies authorized by the Texas Local Government Code sections 174.204 and 174.205, in the event of any strike, work stoppage, or slow-down.

ARTICLE 16. TIME OFF FOR ASSOCIATION BUSINESS

Section 1. Prior to the commencement of collective bargaining negotiations, the Association will designate not more than six (6) members of the Association who will constitute its bargaining team. Promptly upon the conclusion of each bargaining session, the members will report to work at their respective, current assignment or as directed by the Sheriff. The

Association will report on the appropriate form the amount of time to be deducted from the Association business leave pool.

Section 2. Up to eight (8) members of the Association are permitted by the Sheriff to conduct elections related to Association Business provided the Association gives to the Sheriff 72-hours' notice of the time and place for the elections and the names of the members conducting the election. The Sheriff will not grant more than twelve (12) hours leave for this purpose for each designated member. The Association will report on the appropriate form the amount of time to be deducted from the Association business leave pool.

Section 3. The Association, within fourteen (14) days of the execution of this Agreement, will designate in writing to the Sheriff the names of its Board members and, thereafter, of any changes in the composition of the Board within fourteen (14) days of the change. The maximum number of Board members granted Association Business Leave to attend a Board meeting will not exceed ten (10). The Sheriff will grant time off to those designated officers who are scheduled to work during the monthly Association membership meetings and the monthly Board meetings. Association Business Leave time for Board and membership meetings will not exceed four (4) hours. Upon the adjournment of each meeting covered by this Section, the officers attending must report to work at their respective current assignments or as directed by the Sheriff. The Sheriff may grant the Association's request for additional time from the Association business leave pool for special or emergency board and/or general meetings. The Association will report on the appropriate form the amount of time to be deducted from the Association business leave pool.

Section 4. The Sheriff will authorize time off under the provisions of this Article for each designated Board member not to exceed fourteen (14) working days per calendar year for other Association business to a maximum of twelve (12) hours per day granted. The total number of working days authorized under this section for the entire Board will not exceed one hundred and forty (140) working days per calendar year. The Association will report on the appropriate form the amount of time to be deducted from the Association business leave pool.

Section 5. Notwithstanding the other provisions of this Section, the Sheriff will authorize time off for the Association President without limitation for the purpose of conducting Association business. In case of an emergency, the Sheriff may order the Association President to return to duty for the duration of the emergency. Except for overtime worked during any such emergency, the Association President will not be entitled to overtime pay during the period of Association Business leave.

Section 6. The Sheriff will authorize time off under the provisions of this Article for each of the three Association members serving on the Political Action Committee (PAC) not to exceed fourteen (14) working days per calendar year to a maximum of twelve (12) hours per day granted. At the beginning of each calendar year, the Association will identify the members of the PAC. The Sheriff may grant the Association's request for additional time from the Association business leave pool for PAC activities; provided, however, that under no circumstances may more than 400 hours of Association leave be used for PAC activities in a calendar year. The Association will report on the appropriate form the amount of time to be deducted from the Association business leave pool.

Section 7. The Sheriff will issue any orders necessary to give effect to the provisions of Article 18, Section 1 of the Articles of Agreement between the County and the Association, or to similar provisions that may be contained in any amendment or successor agreement, subject to his review. Otherwise, the Sheriff expressly retains his rights and prerogatives as set forth in Article 4 of this Agreement and the provisions of this Article. The Sheriff may suspend the provisions of this Article at any time during the term of this Agreement in the event of extraordinary circumstances affecting the operational needs of the Office.

ARTICLE 17. TEMPORARY ASSIGNMENT

Section 1. Temporary assignment of an officer is not considered a promotion.

Section 2. The Sheriff will promote an officer to the position of sergeant or lieutenant where the vacancy has been created by demotion or termination, unless such demotion or termination is appealed to the Civil Service Commission or an arbitrator and a final decision has not been rendered.

ARTICLE 18. MISCELLANEOUS

Section 1. The Sheriff will maintain a file at the Office and any stations of all published and written Rules, Regulations, General Orders, Special Orders and Policies of the Office.

Section 2. It is the specific intent of the parties that whenever a provision of this Agreement is in conflict with any statute of the State of Texas, any local civil service provision, or any written Rule, Regulation, General Order, Special Order or Policy of the Sheriff's Office, the specific Agreement provision will prevail over the conflicting statute or administrative provision to the fullest extent authorized by Texas Local Government Code §174.006.

Section 3. It is the intent of the parties that this Agreement and the Agreement between the County and the Association as it presently exists or may hereafter be amended will, so far as possible, be construed together as a single agreement, except that such construction will always be consistent with the provisions of Article Four of this Agreement, provided further that whenever there is an irreconcilable conflict between the two, the provisions of this Agreement control with respect to the construction and interpretation hereof.

Section 4. No limitation will be imposed upon any officer with respect to the number of consecutive days of annual leave he is permitted to take at any approved time provided the officer has accumulated the number of days set forth in his leave request. Approval of annual leave will be based on seniority (time in grade) with the Office. The Sheriff may suspend leave privileges during emergencies or where insufficient personnel are available to maintain mandated staffing levels. The Sheriff retains authority to review and overrule supervisory denials of leave requests.

Section 5. The headings of articles in this Agreement are intended only to identify the subject matter covered and are not to be used in interpreting or construing this Agreement. As used herein, the masculine, feminine and neuter and the singular and plural include the other except when the context plainly requires otherwise.

Section 6. The Sheriff may conduct probationary, annual and unscheduled personnel evaluations of all officers. An officer has the right to appeal any regular or unscheduled evaluation as a grievance to the Civil Service Commission.

Section 7. To the extent permitted by budget constraints, the Sheriff will maintain all Office vehicles in a reasonably safe condition. If an officer believes a vehicle or an item of equipment assigned to him is not in a reasonably safe condition, he may inform his supervisor of the unsafe condition or equipment. The supervisor will make a decision as to the safety of the vehicle or equipment. In the event the officer disagrees with the supervisor's decision, the officer may note his objection in writing to the supervisor. The supervisor will acknowledge the officer's objection in writing.

Section 8. The parties agree the take home car policy is in the best interest of the parties and will remain in effect for the duration of the Agreement, subject to availability of vehicles and relevant market factors. The Sheriff will provide the Association with advance notice and an opportunity to consult in any situation where the Sheriff discontinues the policy due to relevant market factors. The Sheriff, however, retains the right to make changes to the policy and to suspend and revoke take home car privileges of an officer for misuse of the vehicle. The Sheriff's actions in this regard are not subject to grievance under this Agreement, except that if an underlying disciplinary grievance, if any, is completely overturned by the arbitrator, the officer's take home privileges will also be restored.

ARTICLE 19. CLOSING STATEMENTS

Section 1. No agreement, understanding, alteration or variation of this Agreement, terms or provisions herein contained, bind the parties unless made and executed in writing by the parties. The failure of the Sheriff or officers to insist in any one or more instance, upon performance of any terms or conditions of this Agreement is not a waiver or relinquishment of the right of the Sheriff or the officers to future performance of any term or condition, and the obligations of the Sheriff and the officers to future performance continues in full force and effect.

Section 2. Should any provision of this Agreement be rendered or declared invalid by reason of any applicable existing or subsequently enacted legislation or regulation or by reason of the decree of a court of competent jurisdiction, the invalidation of part or parts of this Agreement does not invalidate the remaining portions, and the remaining portions remain in full force and effect.

ARTICLE 20. DURATION OF THE AGREEMENT

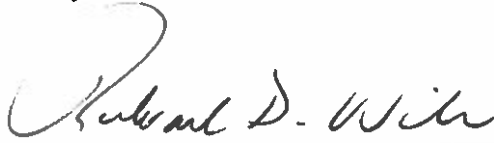

Section 1. This Agreement is effective on the 1st day of January, 2021 and remains in full force and effect until the 31st day of December, 2024.

Section 2. If the parties have not agreed upon a new agreement by December 31, 2024, this Agreement continues in effect without change until it is superseded by a new agreement between the parties or December 31, 2026, whichever occurs first.

AGREED AND APPROVED:

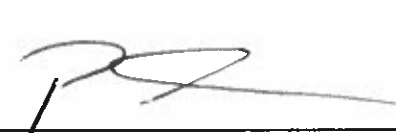

EL PASO COUNTY SHERIFF'S OFFICE

(Approved by Sheriff Richard Wiles on December 31, 2020)

By:  By: 
RICHARD D. WILES HOLLY C. LYTLE
EL PASO COUNTY SHERIFF SHERIFF'S LEGAL ADVISOR

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

(Approved by EPCSOA on December 31, 2020)

By:  By: 
PETE FARAONE OMAR GONZALEZ
PRESIDENT, EPCSOA VICE-PRESIDENT, EPCSOA