

AN AGREEMENT  
BETWEEN THE  
COUNTY OF HAYS, TEXAS

AND

THE HAYS COUNTY LAW  
ENFORCEMENT ASSOCIATION

October 1, 2020

to

September 30, 2024

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**ARTICLE 1**  
**IDENTIFICATION OF THE PARTIES**

**Section 1.** The parties to this Agreement are HAYS COUNTY, TEXAS, its elected law enforcement officials, and the HAYS COUNTY LAW ENFORCEMENT ASSOCIATION (“HCLEA”).

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

**Section 3.** HCLEA is an Association qualifying under Chapter 174, Texas Local Government Code (“TLGC”).

**Section 4.** References to the COUNTY and the HCLEA jointly shall be to the “PARTIES.”

**ARTICLE 2**  
**PURPOSE, INTENT, AND DEFINITIONS**

**Section 1.** The purpose of this Agreement is to give effect to the collective bargaining rights and obligations provided under Chapter 174, TLGC.

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

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

“Anniversary Date” refers the date on which an Employee’s accrual of Years of Service rolls over to the next whole number of years, with consideration of that Employee’s last hire date with Hays County and adding any additional time that accrues to the Employee by way of i) **Exhibit B**, and/or ii) previous service within the Employee’s Career Track that qualifies under the definition of “Years of Service.”

“Agreement” refers to this Collective Bargaining Agreement, also referred to as the Agreement, negotiated between Hays County and the HCLEA;

“Bargaining Agent” refers to duly recognized HCLEA that serves as the exclusive bargaining agent for the Hays County law enforcement officers under Chapter 174, TLGC;

“Bargaining Unit” means all full-time law enforcement officers, corrections officers, and deputy constables employed by Hays County, except the following: 1) the Sheriff or a Constable, as defined by Chapter 174, TLGC, 2) officers employed as bailiffs for the District Courts and the County Courts-at-Law, 3) juvenile corrections officers, 4) animal control officers, other than the

animal control supervisor who, because of additional law enforcement responsibilities, shall be recognized as a member of the Bargaining Unit, and 5) all other relevant judicial interpretations of the Chapter 174.

“Budget Year” or “Fiscal Year” refers to a County’s fiscal year commencing on October 1 and ending on September 30 of the subsequent year.

“Business Days” shall be defined as Monday through Friday during normal business hours of 8:00 o’clock a.m. to 5:00 o’clock p.m.

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

“Career Track” refers to a specific field of law enforcement that has a distinct Merit-Based Step plan from other fields of law enforcement. This Agreement features three (3) Career Tracks: (i) Corrections, (ii) Deputy Sheriff, and (iii) Deputy Constable.

“CBA” refers to a Collective Bargaining Agreement and, when specified, to this Agreement;

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

“Constable or Constables” refers to the elected official who serves as an elected Constable in Hays County in a duly created precinct, as constituted. References to the Constable or the Constable’s Office in this Agreement include the Constable’s designated management representatives.

“Constable’s Office” refers to the elected Constable and all personnel under the control and administration department of the Hays County Constable responsible for the provision of law enforcement and any other public safety function entrusted to the Constable’s Office by the Constitution and laws of the State of Texas.

“County” refers to the unit of government organized under the Constitution and Laws of the State of Texas known as Hays County, Texas;

“Commissioners Court” refers to the body of elected officials who serve as the governing body for Hays County, Texas in accordance with the Texas Constitution and Laws of the State of Texas;

“County Management” refers to the administrative chain of authority within the County’s administrative structure within a Constable’s Office, the Sheriff’s Office, as well as within the County Judge’s Office and the County Commissioners Court.

“County Personnel Policy or Policies” refers to the Hays County Personnel Manual.

“Employee” unless otherwise specified, shall refer to Deputy Constable and all personnel who qualify as members of the Bargaining Unit (under this contract, Chapter 174, TLGC, and relevant judicial interpretations of this statute).

“Effective Date” refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the HCLEA and Hays County, Texas.

“FLSA” refers to the Fair Labor Standards Act, as amended.

“Grievance” for purposes of this Agreement is defined as any dispute, claim or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Agreement.

“Holiday” refers only to County recognized holidays, such holiday to begin at 12 o’clock a.m. and end at 11:59 p.m. on the specified day.

“Member” refers to employees as defined herein and those who qualify as law enforcement officers for purposes of Chapter 174, TLGC and relevant judicial interpretations of the statute. See also Employee.

“Merit-Based Step” or “MBS” refers to the incremental increases in the Pay Plan for which an Employee becomes eligible annually, subject to a positive review by the Sheriff or Constable, as appropriate.

“Merit Review Committee” refers to the committee created by operation of Article 18 of this Agreement.

“Officer” refers to the definition of “Police Officer” in Section 174.003(3) of the TLGC and Deputy Constable meaning a paid employee who is sworn, certified, and full time, and who regularly serves in a professional law enforcement capacity in the Hays County Sheriff’s Office and Constable’s Offices. The term does not include the Sheriff, Constables or civilian employees of the Hays County Sheriff’s Office and Constable’s Offices.

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

“Parties” refers to Hays County and the HCLEA jointly.

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

“Sheriff” refers to the elected official who serves as the chief law enforcement authority in Hays County. References to the Sheriff or the Sheriff’s Office in this Agreement include the Sheriff’s designated management representatives.

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

“Years of Service” or “YOS” refers to the greater of: 1) the total number of years an individual Bargaining Unit member has been employed within his/her particular Career Track, extending from that Employee’s most recent date of hire with Hays County within that Career Track and, as long as the Employee did not have a break in employment with Hays County that exceeds one year, added to any time the Employee previously worked for Hays County within that same Career Track, or 2) the Years of Service credited to Employees in **Exhibit B**. For the purposes of the Pay Plan only, the Years of Service of a particular Employee may be frozen for any one-year period to reflect disapproval of an MBS increase by the Sheriff or the Constable.

### **ARTICLE 3 RECOGNITION CLAUSE**

**Section 1.** As of the Effective Date of this Agreement, Hays County recognizes HCLEA as the sole and exclusive bargaining agent for all Officers, in accordance with Chapter 174, TLGC and this Agreement. The status of HCLEA as bargaining agent shall extend until a majority of Officers withdraws the recognition as provided by law.

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

**Section 1. Term of the Agreement.** Except as otherwise provided for within this contract, this Agreement shall commence on October 1, 2020 (the “Effective Date”), and end on September 30, 2024 (the “Termination Date”).

**Section 2. Evergreen Clause.** If the parties have not agreed upon a new agreement by Termination Date specified above, the terms of this Agreement shall thereafter continue in effect without change until it is superseded by a new agreement, but in no event later than September 30, 2025 (the “Evergreen Termination Date”). The “Contract Term” shall extend from the Effective Date until the Termination Date or the Evergreen Termination Date, as appropriate.

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

**Section 1. Laws Relating to Individual Employee Rights.** Nothing in this Agreement is intended to detract from or add to any rights, privileges, duties or obligations afforded to individual officers, as public employees, under state or federal civil rights law, anti-discrimination laws, anti-retaliation law or whistle-blower law. All Officers covered by this Agreement continue to remain employees at will and the benefits provided under this Agreement do not in any manner change that existing employment relationship.

**Section 2. County Policies, Rules, Regulations, and Directives.** Subject to the provisions of this Agreement, and any applicable state and federal laws, any existing County, Constable's Office or Sheriff's Office policies, rules, regulations, and directives in existence at the time of the execution of this Agreement shall continue to apply and be enforced by respective management. The parties agree that any County policy, rule, regulation or directive that is not specifically superseded by provisions of this Agreement may be unilaterally amended or modified by the County, subject to the Maintenance of Standards provision cited in Article 6, Section 2, below.

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

**Section 1. Management Rights.** The parties understand and agree that Hays County, Texas, as a duly constituted unit of government under the Constitution and Laws of the State of Texas, the Constables of the County and the Sheriff of Hays County, hereby retain all those powers, privileges, rights, and authority conferred upon them by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required by law, or this Agreement.

**Section 2. Maintenance of Standards.**

A. Subject to the foregoing management rights clause, the County agrees that any standard, privilege, and working conditions enjoyed by the officers at the effective date of this Agreement, which is not specifically included in this Agreement, and as to which the County would otherwise be subject to a mandatory duty of bargaining, will not be changed without sixty (60) calendar days written notice to the Association.

B. The following topics shall be excluded from the application of this Section 2: (i) any policy, standard, privilege, or working condition related to use of County vehicles or County equipment; (ii) policies or policy decisions related to work shift schedules that do not conflict with Article 9, below; and (iii) any standard, privilege, or working condition related to personal use of time while on duty, unless covered by written County policy.

**ARTICLE 7  
DUES DEDUCTIONS**

**Section 1. Dues Check-Off**

A. If an Officer submits a signed written request in the form attached as Appendix A, for the payment of membership dues to the Association, including CLEAT dues, named by the Officer, the County shall deduct the dues from the Officer's pay at the end of each month. In order to be effective in any given month, a request must be filed with the County Treasurer by the 1st day of that month. An Officer's request must: (1) be set out in a form prescribed and provided by the County Treasurer; (2) identify the current rate of dues to be deducted each pay period; and (3) direct the County Treasurer to transfer the deducted funds to the designated employee's association. A request under this section, as well as all requests for Dues deduction

in existence on the Effective Date of this Agreement, shall remain in effect until the County Treasurer receives written notice of revocation in a form substantially similar to Appendix B and signed by the Officer.

B. The Association, including CLEAT, may change the amount of the dues deduction each quarter by notifying the County Treasurer of such change in writing.

C. This article supersedes Section 155.001 and Section 155.002 of the TLGC to the extent it conflicts with this article.

**D. DEFENSE AND INDEMNIFICATION.**

**HCLEA/CLEAT SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH THE COUNTY AND HCLEA/CLEAT, AND SHALL INDEMNIFY THE COUNTY AND HOLD IT 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 INCLUDING THE COUNTY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. HCLEA/CLEAT SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED TO PARTICIPATE BY THE HAYS COUNTY COMMISSIONERS COURT.**

**ARTICLE 8  
WAGES AND PAYS**

**Section 1.** (A) Barring relief of the County's obligation to pay under Subsections (B) or (C) below, wages and pays shall be based on the Merit-Based Step specified in the Pay Plan, attached hereto as **Exhibit A**, and the procedures for awarding individual Merit-Based Step increases cited in Subsection (D), below; provided that implementation of the Pay Plan in **Exhibit A** shall begin on the first full pay period after February 1, 2021, for Fiscal Year 2021. The Pay Plan under the 2016 Collective Bargaining Agreement shall be maintained until then. On or about April 1, 2022 the County shall reassess the Pay Plan by utilizing the methodology described in **Exhibit E**, which is attached hereto and incorporated herein. Using the reassessment of the Pay Plan, the County shall implement an updated Pay Plan on the first full pay period after October 1, 2022, for Fiscal Year 2023. The Parties agree that no other portions of this Agreement shall be subject to negotiation until the end of the Contract Term. The Parties also agree that the methodology described in **Exhibit E** shall be the only means of achieving an updated Pay Plan mid-way through the Contract Term.

(B) All obligations of the County shall be paid only out of current revenues or any other funds lawfully available for those obligations, including unpledged tax revenues reasonably



anticipated at equal or higher total gross amounts as were collected in the previous fiscal year, and appropriated for such purposes by the Commissioners Court in compliance with the Texas Constitution, Article XI, Section 5 and 7. Except as it may be construed regarding the availability of current funding, the award of a Cost of Living Allowance or Merit Pool to other employees of Hays County shall not affect the terms and conditions cited herein. If current funding is not available, then the County's fiscal obligation under this Agreement shall be null and void. However, if current funding is not available within a given Fiscal Year, the Parties agree to meet and confer before finalization of the County's budget for that Fiscal Year and attempt, in good faith, to identify which terms and conditions of this Agreement shall remain in effect and what steps can be taken, if any, to partially fulfill the fiscal obligations under this Agreement.

**(C) Merit-Based Step Procedure.** It is the intention of the Sheriff, the Constables, and Hays County that Employees should be able to identify a Pay Plan that provides some expectation of progress through career paths. At the same time, the Parties agree that those Employees whose performance fails to meet a standard that is acceptable to the Sheriff or a Constable, as appropriate, should not be granted an *automatic* Step increase based solely on Years of Service. For that reason, the Parties agree that a Step Plan that includes consideration of Merit is the best method for accountability among Employees. County Management anticipates that an Employee who is *not* approved for a Merit-Based Step will have, in the time period leading up to the Employee's eligibility, failed to perform his or her duties adequately, in the reasonable opinion of the Sheriff or a Constable, as appropriate.

(D) Procedures for approval or disapproval of Merit-Based Step increases are as follows:

(a) Employees shall be eligible to receive Merit-Based Step increases on the first pay period after the Employee's Anniversary Date.

(b) Eligible Employees shall receive MBS increases only if the Sheriff and/or the Constable, as appropriate, approves such Employee's Merit-Based Step increase, based on a review of that Employee's record, performance, and behavior. Within ninety (90) days preceding an Employee's eligibility for an MBS increase, the Sheriff or the Constable, as appropriate, shall review the record, performance, and behavior of such Employee and shall act to approve or disapprove that MBS increase on or before the date of eligibility. In the alternative, the Sheriff or a Constable, as appropriate, may defer making a finding for up to six (6) months, which would cause the Employee to hold in his or her current MBS and which would provide the Employee an opportunity to improve performance. A deferral period may be accompanied by the implementation of a Performance Improvement Plan ("PIP"), which will help the Employee measure his or her own progress toward acceptable and adequate performance of duties. Any deferral or disapproval of an MBS increase shall be provided to the subject Employee, in writing, on or before the date of eligibility.

(c) An eligible Employee may protest the disapproval of his/her own MBS increase by requesting review of the Merit Review Committee within fifteen (15) days of the date on which the Employee became eligible. Deferrals of MBS, as described in the paragraph above, may not be appealed to the Merit Review Committee. The procedures for consideration by the Merit

Review Committee are expressed in Article 18, below. The Merit Review process is not considered part of the Dispute Resolution process described in Article 21, below, which is reserved for disputes related to the application or interpretation of this Agreement.

(d) For the purposes of an Employee's status in the Pay Plan only, Years of Service shall be held without accrual ("Frozen") for one (1) year if the Sheriff or Constable, as appropriate, disapproves an MBS increase for that Employee. An Employee whose MBS increase has been disapproved shall not be eligible for reconsideration of an MBS increase for one (1) year, at which time the Sheriff or Constable, as appropriate, may approve or again disapprove the Employee's MBS increase. After an Employee's Years of Service are Frozen, an Employee may not receive more than one MBS step increase upon reconsideration by the Sheriff or Constable, as appropriate.

(e) If, after consideration by the Merit Review Committee pursuant to Article 18 below, the Merit Review Committee and the Sheriff or a Constable, as appropriate, reinstates the Employee's MBS increase, accrual of the Employee's Years of Service shall also be reinstated as if it had never been Frozen.

**Section 2. No Retroactive Pays.** The parties understand and agree that there shall not be any retroactive application of pays for services already rendered. All pays shall be prospective only. This Section shall also apply to the services of an Employee performed during a period in which an MBS step increase is deferred or during the time disapproval of an MBS increase is being considered by the Merit Review Committee.

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

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

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

**Section 5. Questions Over Appropriate Position Title.** Any individualized disputes about the appropriate Position Title specified in the Pay Plan of this Agreement applicable to a particular Officer shall be resolved administratively by the Commissioners Court, in its sole discretion, with that discretion being limited to application of the job titles negotiated in this Agreement.

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

**Section 7.** An appendix of current members of the bargaining unit, identified by name, title, and Years of Service is attached hereto as **Exhibit B**. **Exhibit B** is hereby approved by the Parties for purposes of identifying the members of the bargaining unit, to establish appropriate position titles for purposes of base pay, to establish Years of Service, and to confirm approval of the Agreement using HCLEA voting procedures.

**Section 8. Incentives Pay**

This Article 8, Section 8 shall remain in effect from the Effective Date until October 1, 2021, at which time it will be superseded and restated by **Exhibit F**, which is attached hereto and shall be incorporated herein on that date. Once applicable to this Agreement, **Exhibit F** shall remain in effect for the remainder of the contract term, unless amended or modified by agreement of the Parties.

**A. Field Training Officer Pay.** A Field Training Officer (F.T.O.) for the Hays County Sheriff's Office is an Officer who carries the rank of Deputy or Corrections Officer, meets the requirements as established in the Sheriff's Office F.T.O. policy, and is formally assigned and recognized by County Management as a Field Training Officer. An F.T.O. for any Hays County Constable's Office is a Deputy Constable designated by that Constable to provide field training and is formally assigned and recognized by County Management as a Field Training Officer. Each Officer assigned shall be granted Soft Pay of \$2.50 per hour for each hour actively engaged in field training activities as a Field Training Officer, as long as budgeted funds for this pay are not exhausted for the fiscal year. Each Fiscal Year for 2021, 2022, 2023 and 2024, the budget for Field Training Officer Pay will be based on the calculation reflected below for Deputies and Corrections Officers respectively ("Y" represents the number of dedicated Field Training Officers negotiated between the Sheriff or a Constable and the Commissioners Court during any budget cycle) :

1. Sheriff's Deputies:  $Y \times 624 \times \$2.50$
2. Corrections Officers:  $Y \times 164 \times \$2.50$
3. Deputy Constables:  $Y \times 200 \times \$2.50$  (for each Constable's Office with the County)

**B. Additional Soft Pays.**

***1. Uniform Allowance.***

Deputy Sheriff Track Employees promoted into a Non-Uniformed position may request advanced payment of the stipend up to three hundred and sixty dollars (\$360.00), to the County Treasurer's Office within fifteen (15) days of a promotion or qualifying reassignment. Upon receipt of a request for advanced payment of the Uniform Allowance, the County Treasurer shall, at the time it pays the next Uniform Allowances to other qualified Employees, pay the requesting Officer the sum of that Officer's Uniform Allowance for the remainder of that Fiscal Year. Officers who receive an advance of their Uniform Allowances shall not be eligible to receive a monthly allowance under this Section until October of the next Fiscal Year.

The Sheriff and Constables shall provide full sets of Uniforms (excepting bullet-proof vest and boots) to each Corrections Track, Deputy Sheriff Track Employee, and Deputy Constable Track Employees. Should a uniform require replacement, in the opinion of the Chain of Command, the Sheriff and Constables shall replace that uniform within a reasonable time. For the purposes of this paragraph, "full sets of Uniforms" shall consist of the following:

"Uniformed Corrections Track, Deputy Sheriff Track, and Deputy Constable Track Employees," which the Parties agree shall pertain to Employees within those tracks who are required to wear a uniform during performance of most of their regular duties, shall receive the following:

- A. One long-sleeve shirt and one pair of pants to satisfy the Class A uniform requirements.
- B. Six shirts to satisfy the Class B uniform requirements. Employees may choose short-sleeve or long-sleeve.
- C. Three pair of pants to satisfy the Class B uniform requirement.

"Non-Uniformed Corrections Track, Deputy Sheriff Track, and Deputy Constable Track Employees," which the Parties agree shall pertain to Employees within those tracks who are not required to wear a uniform during performance of most of their regular duties, shall receive the following:

- A. One long-sleeve shirt and one pair of pants to satisfy the Class A uniform requirements.
- B. One shirt to satisfy the Class B uniform requirements. Employees may choose short-sleeve or long-sleeve.
- C. One pair of pants to satisfy the Class B uniform requirement.

***2. Certification Pay.*** Members of the Bargaining Unit shall be compensated in the manner, below, for corresponding peace officer, corrections officer and/or civil process certifications, granted that said certifications are relevant to the Career Path in which that member of the Bargaining Unit is currently employed. For the purposes of this Section, Deputy Sheriff and Deputy Constable Track Employees shall be compensated for Peace Officer certifications, Corrections Officer Track Employees shall be compensated for Corrections Officer certifications, and Deputy Constable Track Employees shall be compensated for Civil Process Proficiency Certifications. Compensation shall be made as follows: fifty dollars (\$50.00) per month for Intermediate Peace Officer or Intermediate Corrections Officers

certifications, seventy-five dollars (\$75.00) per month for Advanced Peace Officer or Advanced Corrections Officers certifications, one hundred dollars (\$100.00) per month for Master Peace Officer or Master Corrections Officer certifications, and sixty dollars (\$60.00) per month for Civil Process Proficiency certifications. A summary of the certifications associated with Certification Pay corresponding to each Employee as of the Effective Date is included in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

**3. Shift Differential Pay.** The County shall pay a maximum of one hundred and fifty dollars (\$150.00) per month to an Employee that works night shifts that begin at or after 6:00 p.m. Only Employees working fifty percent (50%) or more of their shifts between 12:00 a.m. and 6:00 a.m., in a twenty-eight (28) calendar day cycle, shall be eligible for soft pays under this paragraph. However, if an Employee who is not receiving Shift Differential Pay works a shift described by this paragraph, that Employee shall be paid an additional ten dollars (\$10.00) for that shift.

The County shall pay a maximum of seventy-five dollars (\$75.00) per month to an Employee that works evening shifts that begin at 3:00 p.m. Only Employees working fifty percent (50%) or more of their shifts between 9:00 p.m. and 3:00 a.m., in a twenty-eight (28) calendar day cycle, shall be eligible under this paragraph. However, if an Employee who is not receiving the Shift Differential Pay under this paragraph works a shift described by this paragraph, that Employee shall be paid an additional five dollars (\$5.00) for that shift. The Parties agree to ratify payment to any Employee that qualified under this paragraph but was paid \$150 per month under the first paragraph in this section, prior to September 15, 2020.

**4. Special Assignment Pay.** The County shall pay an additional seventy-five dollars (\$75.00) per month to an Employee assigned by the Sheriff to perform the following special assignments:

1. Special Weapons and Tactics (“SWAT”)
2. Crisis Negotiation Team (“CNT”)

If an Employee is assigned to more than one of the above-listed Special Assignments, other than as excepted below, that employee shall only receive one soft pay of seventy-five dollars (\$75.00) per month under this subsection.

**Section 9. Calls Out from Off-Duty Time.** If a Sheriff’s Office Employee is called out to work during periods when that employee is not scheduled to work (a “Call Out Period”), that Employee shall be guaranteed at least two (2) hours of work for the Call Out Period. If that Employee is relieved and ordered to return to Off-Duty status before he or she has worked two (2) hours, then that Employee shall be credited for having worked two (2) hours. If that Employee works for two (2) or more hours during the Call Out Period, then this Section 9 shall have no effect.

**Section 10. 29 USC §207(k); Compensatory Time as Additional Benefit.** When Congress established a 216-hour 28-day work period for employees engaged in fire protection and law enforcement activities in 29 USC §207(k), it also gave the Secretary of Labor authority to promulgate regulations establishing a lower ceiling of work hours within a 28-day cycle. The

Secretary of Labor exercised this authority in 1987, setting a limit for law enforcement personnel at 171 hours within a 28-day period.

The Parties agree that the salary amounts set forth in Pay Plan attached hereto as **Exhibit A** are and will be paid to qualifying Employees for all hours worked in two (2) designated 14-day work periods of 84 hours. The regular schedule used to calculate the market rate for the Corrections and Deputy Sheriff Career Tracks shall be 168 hours in a 28-day period. The regular schedule used to calculate market rate for the Constable Career Track is 160 hours in a 28-day period. Despite any variation in regularly-scheduled hours, the Parties hereby agree that all non-exempt officers in each of the three (3) Career Tracks are subject to 29 USC 207(k) since Employees within those Career Tracks are engaged in “law enforcement” within the meaning of those provisions.

Pursuant to the Fair Labor Standards Act (“FLSA”), the County shall award overtime compensation to non-exempt officers for each hour worked beyond 84 hours in a 14-day work period. Such compensation shall be provided in compliance with Article 10, below. Overtime under this section shall be provided at one-and-one-half times the officer’s hourly rate, which shall be calculated by dividing that officer’s annual salary and all other forms of compensation classified as wages by federal law divided by 2,184 for Sheriff’s Office and 2,080 for Constable’s Office.

**Section 11.** The Parties agree that the additional benefits described in Sections 8, 9, and 10, above (“Additional Benefits”), are contractual obligations only. Notwithstanding the County’s agreement to provide these additional benefits as a contractual obligation, should the Association (or Combined Law Enforcement Associations of Texas (CLEAT)) file, on behalf of an Employee, a grievance, law suit, or complaint to an administrative agency, claiming a statutory, constitutional or otherwise-vested right to these Additional Benefits, then payment, use and/or accrual of these Additional Benefits, including compensatory time that was provided as Additional Benefits, shall cease for all Employees for the remainder of the term of this Agreement, including any extension of this Agreement under Article 4, Section 2.

## **ARTICLE 9 SHIFT SCHEDULES**

**Section 1.** The County agrees to maintain the current core shift schedules in effect for Corrections and Deputy Sheriff Career Tracks as of the adoption of this Agreement, unless they are amended by mutual agreement. This Article shall not apply to special assignments or special units, such as Government Center or Courthouse security, or to newly created operations involving a different shift.

## **ARTICLE 10 OVERTIME PAY**

**Section 1. Overtime Pay.** Non-exempt Officers of the bargaining unit shall earn and accrue overtime in accordance with the minimum requirements under the Fair Labor Standards.

**Section 2. Compensatory Time.** As permitted by the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 207(o), the County may compensate non-exempt Officers with compensatory time in lieu of overtime pay for time worked in excess of 84 hours in a 14-day work period. Such compensatory time will be at a ratio of not less than one-and-one-half times for each hour of overtime worked.

Pursuant to the FLSA, the County and Sheriff’s Office have the discretion to determine whether monetary compensation or compensatory time will be awarded for FLSA overtime worked. Officers shall be allowed to accrue compensatory time up to a maximum accrual of two-hundred (200) hours during the term of this Agreement. Such maximum accrual shall be the sum of (i) any overtime accrued, but not compensated monetarily, and (ii) any compensatory time awarded as an additional benefit under Article 8, Section 10, above. Pursuant to the Fair Labor Standards Act, compensatory time shall be paid to any Officer whose accrued compensatory time exceeds four-hundred-and-eighty (480) hours, or to any Officer who ceases employment with Hays County.

## **ARTICLE 11 HOLIDAYS AND HOLIDAY PAY**

**Section 1. Holiday:** For the purpose of this agreement, Holidays shall be those designated by the Hays County Commissioners Court for all County employees for each Fiscal Year. If, within any Fiscal Year, New Year’s Day, Independence Day (July 4<sup>th</sup>), and/or Christmas Day are not Holidays designated by Commissioners Court, then Employees shall be granted those days as additional Holidays for the purposes of this Article.

**Section 2. Holiday Pay:** An Employee who physically works a shift that begins on a Holiday will be paid hourly at a 1.66 hour rate for any hours worked during that shift.

**Section 3. Holidays Not Worked.** An Employee who regularly works 12-hour shifts in 14-day, 84-hour work periods shall receive eight (8) hours of personal leave time for each Holiday that the officer is not credited with working. Personal Leave Time shall be recorded as Compensatory Time in County records, and shall not be construed as Vacation Time.

**Section 4. Partial Shifts.** An Employee who would qualify for Personal Leave Time under Section 3, above, and who works a partial shift that begins on a Holiday, will be granted Holiday Pay for any hours physically worked and will be granted as many hours of Personal Leave Time as needed to equal eight (8) hours when those hours are added to the hours physically worked. For instance, if an Employee is called out to work a partial shift, and that Employee works three (3) hours, then that Employee will be paid at 1.66 times the regular rate of pay for the three (3) hours worked, and will be granted five (5) hours of Personal Leave Time. If the Employee works a partial shift that equals eight (8) or more hours physically worked, then no Personal Leave Time will be granted.

**ARTICLE 12  
LEAVE PROVISIONS**

**Section 1. Vacation Leave.** Officers shall earn and accrue vacation leave pursuant to the County's Personnel Policy that the County applies to the County's civilian employees at any given time.

**Section 2. Sick Leave.** Officers shall earn and accrue sick leave time pursuant to the County's Personnel Policy that the County applies to the County's civilian employees at any given time.

**Section 3. Funeral Leave.** Officers shall be granted funeral leave pursuant to the County's Personnel Policy that the County applies to the County's civilian employees at any given time.

**Section 4. Physical Training Compensatory Leave.** Employees who successfully pass a Physical Training test, annually, shall be granted eight (8) hours of compensatory leave each year. Physical Training Compensatory Time awarded under this subsection shall not have any effect on the effect of passing a Physical Training on any promotional matrix that may exist. With consent of the Constable and the Sheriff, a Deputy Constable may take the Physical Training test provided by the Sheriff's Office in order to qualify for Compensatory Time under this section. Exempt employees may not qualify for Compensatory Time, or its equivalent, under this section.

**ARTICLE 13  
PAID TIME: ASSOCIATION ACTIVITY**

**Section 1. Creation of Association Business Leave.** An Association business leave time (ABL) pool shall be created for the purpose of conducting Association business. Association business is defined as time spent in Collective Bargaining or similar negotiations, address grievances, attending the annual State CLEAT conference, the Association's Executive Board meetings, regular Association business meetings and authorized events such as Peace Officers' Memorials or Peace Officer's funerals. It is specifically understood and agreed that no ABL time shall be utilized for political lobbying at the local, state, or national level.

**Section 2. Written Request Required.** (a) All requests for ABL must be made in writing by the Association President and submitted to the Sheriff or affected Constable at least forty-eight (48) hours in advance of the date of the requested leave. To be considered timely, the request must be received in person, by fax, or by electronic mail by noon of the day notice is due. The Sheriff or affected Constable, in his/her discretion, may approve a late request for leave, or a request not in writing, if he/she determines that circumstances warrant approval and it does not disrupt operations of the Department. All requests are subject to approval of the Sheriff or affected Constable who will designate the number of hours or days for which leave is granted.

(b) Other administrative procedures and details regarding the implementation of this Article may be specified in Departmental policy.



**Section 3. Funding of Association Business Leave.** Commencing on January 1, 2021 (and each January thereafter during the Contract Term) each Employee shall contribute accumulated vacation leave hours to the Association ABL Pool (“ABLP”) in the amount of one (1) hour. The ABLP shall be funded during the January 31<sup>st</sup> payroll period of each calendar year during the Contract Term. Newly hired Officers shall be eligible to donate only after successfully completing their probationary period (6 months of employment). The Association shall be allowed to debit the ABLP on an hour-for-hour basis. Once a contribution has been made to the ABL Pool, there shall be no transfer of leave back into any individual officer’s leave account and there will be no cash payout for any remaining time in the pool.

Any hours not used will remain in the ABLP to be utilized the following year. Such ABLP hours shall never have any cash or surrender value. The Hays County Treasurer will track contributions to and deductions from the ABLP.

Any Employee may opt out of participation in the funding of the ABLP by submitting a written opt-out request to the Hays County Treasurer between December 1<sup>st</sup> and December 31<sup>st</sup> of any year during the Contract Term. Employees who wish to opt out of participation in the funding of the ABLP must request the opt-out for each year of the Contract Term.

**Section 4. Negotiation Time.** (a) The duly designated members of the Association’s bargaining team, if on regularly scheduled duty during a joint scheduled bargaining session may be allowed to use ABL leave to attend that bargaining session, subject to the critical staffing needs of the Sheriff’s Office determined by the Sheriff and any affected Constable.

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

**Section 5. Labor Relations Committee.** Duly appointed members of the Labor Relations Committee under this Agreement who are required to attend an LRC meeting scheduled during their usual duty time, may be allowed to use ABL leave to attend, subject to the critical staffing needs of the Sheriff’s Office or any affected Constable.

**Section 6.** The use of ABL is not intended to create extended duty time, overtime, or any modifications to the usual duty schedule.

**SECTION 7. DEFENSE AND INDEMNIFICATION.**  
**HCLEA SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH THE COUNTY AND HCLEA, AND SHALL INDEMNIFY THE COUNTY AND HOLD IT 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 INCLUDING THE COUNTY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. HCLEA SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED TO PARTICIPATE BY THE HAYS COUNTY COMMISSIONERS COURT.**

**ARTICLE 14  
ASSOCIATION BULLETIN BOARD**

**Section 1. Bulletin Boards.** The Association may provide and maintain a bulletin board on any premise of the Sheriff's Department and/or any Constable's Office at its own expense, at a location to be approved by the Sheriff or his or her designee or any affected Constable or his or her designee.

**Section 2.** The Association, as the majority bargaining agent, shall have exclusive rights to maintain a bulletin board, and the Sheriff's Office or any Constable's Office shall not approve a bulletin board to be maintained on its premises for any labor organization other than that of the majority bargaining agent except for one bulletin board maintained by the Fraternal Order of Police (FOP) as of the execution of this Agreement.

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

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

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

**ARTICLE 15  
INSURANCE BENEFITS**

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

**Section 2. Life Insurance.** The County shall provide life insurance benefits to Employees equivalent to what the County provides to the County’s civilian employees at any given time.

**ARTICLE 16  
RETIREMENT BENEFITS**

**Section 1.** The County will furnish Employee the same retirement benefits that the County provides to the County’s civilian employees at any given time.

**ARTICLE 17  
LABOR RELATIONS COMMITTEE**

**Section 1. General Purpose.** There shall be a Labor Relations Committee the purpose of which is to act as a forum for informal, non-binding discussion between Association representatives and County Management representatives on the maintenance of this Agreement.

**Section 2. How Constituted.** The Labor Relations Committee shall be composed of the same members as the Merit Review Committee, as described in Article 18, below.

**Section 3.** Any member of the Committee may raise issues related to the maintenance of this Agreement.

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

**B.** The Committee shall have no right or authority to amend this agreement or to abrogate the authority of the County, Sheriff or Constables.

**Section 4.** Meetings of the Labor Relations Committee shall be on an “as needed” basis, but in no event more than once a month. It shall require the affirmative assent of at least three (3) members of the Labor Relations Committee to convene a meeting, at which a quorum must be in attendance.

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

## **ARTICLE 18 MERIT REVIEW COMMITTEE**

**Section 1.** Within sixty (60) days of the Effective Date of this Agreement, the Parties shall collaborate to form a Merit Review Committee, which shall convene twice annually, as needed, to consider appeals from Employees whose Merit-Based Step increase has been disapproved by the Sheriff or Constable, as appropriate.

**Section 2. Formation; Quorum.** The Committee shall have seven (7) members at all times. The Committee shall be formed by the following appointments: one (1) selected by majority vote of the Constables; two (2) selected by the Association; two (2) selected by the Sheriff (one of the two Sheriff's appointments must be equal to the rank of Sergeant or below); and two (2) selected by the Hays County Commissioners Court. In addition to the previously-mentioned appointments, the Constables, the Association, the Sheriff, and the Hays County Commissioners Court shall each designate one (1) alternate appointment to serve on the Merit Review Committee and Labor Relations Committee in the event a need for recusal arises for one of the Committee members. Neither the Merit Review Committee nor the Labor Relations Committee may convene for an official meeting without at least a quorum of its members present. For the purposes of Articles 17 and 18, a quorum shall be four (4) or more members. Selection of appointments shall be made from individuals who are elected officials or staff members (at least half-time) employed by Hays County at the time of appointment.

**Section 3. Committee Procedure.** The Committee may consider all information contained within the personnel file of the Employee who has appealed. If the Employee wishes to appear before the committee and provide information, the Employee shall be granted thirty (30) minutes to present to the Committee. After such presentation, the Employee shall remain available to the Committee to answer Committee questions. Employees who appear to present to the Committee shall be provided with a Garrity Warning, which must be executed before any presentation is given. All presentations and responses to Committee questions shall be made under oath. The Committee may request, but may not compel, other witnesses to provide testimony.

**Section 4. Committee Findings; Effect.** Within ten (10) business days of the Committee's consideration of an appeal, it shall issue written findings accompanied by a voted-upon recommendation, either for or against reinstatement of the Employee's Merit-Based Step increase. If the Committee unanimously recommends reinstatement of the Employee's Merit-Based Step increase, then the Sheriff or the Constable, as appropriate, *shall* authorize the increase and the Employee's Years of Service shall reflect such reinstatement. If a majority, but less than all, of the Committee recommends reinstatement of the Employee's Merit-Based Step increase, then the Sheriff or the Constable, as appropriate, *may* authorize the increase after consideration of the findings issued by the Committee. Findings of the Committee shall be

retained by the County for administrative purposes, but shall not be considered an official finding or action of the County for the purposes of TCLEOSE reporting or any other professional reporting, and shall not be kept in the personnel file of the appealing Employee.

## **ARTICLE 19**

### **OFFICE OF PROFESSIONAL RESPONSIBILITY AND DISCIPLINARY POLICY**

**Section 1.** Administrative investigations shall be handled in accordance with the requirements set by law, in accordance with existing policies contained in the operations manual of the Sheriff's Office or the Constable's Office and in accordance with the Employees' Bill of Rights attached hereto as **Exhibit C**.

**Section 2.** Any proposed written updates, written modifications, or written amendments to the Sheriff's Office or Constable's Office administrative investigation or disciplinary policy shall be presented to the Labor Relations Committee for review and comment; provided, however, that the Sheriff and Constables shall retain full and final authority and discretion to determine what written policies of the Sheriff's Office or Constable's Office shall be at any given time. The Parties agree, with full recognition of the limitations cited in this Section and in Section 3, below, that the Sheriff's existing written policies related to administrative investigations, disciplinary procedure, and disciplinary review ("Pertinent Policies") on the Effective Date of this Agreement are attached hereto as **Exhibit D**.

**Section 3.** Application and/or enforcement of policies by the Sheriff or a Constable relating to administrative investigations and/or disciplinary procedure, including the Employees' Bill of Rights attached hereto, shall not be subject to Dispute Resolution procedures described in this Agreement. Likewise, discipline implemented in accordance with this section is not appealable beyond the decision of the Sheriff, except as described in subsection 4, below.

**Section 4.** The Sheriff hereby agrees that any of the above-described disciplinary measures within the Sheriff's Office shall be instituted for violations of policy including, but not limited to, General Orders as they exist at the time of the alleged violation, general County policies, State law, and/or federal law. The Parties to this Agreement recognize that this subsection is not applicable to the positions of Chief Deputy, Captain, or Inspector positions within the Office of Professional Responsibility ("Trust Positions"), which may be appointed or separated from employment for any cause or no cause at all.

If an Employee, other than someone occupying a Trust Position, believes that they were terminated without substantially meeting the above-described due process standards, then such employee shall have the right to initiate a grievance subject to the Dispute Resolution procedures detailed in Article 21 below. Such Dispute Resolution procedures may not be utilized to challenge the adverse employment action taken as a conclusion to a disciplinary action. Rather, those procedures may be used to challenge whether the due process measures described in **Exhibit D** were substantially met prior to implementation of an adverse employment action. For the purposes of this Agreement "disciplinary action" or "adverse employment action" shall include a written reprimand, a demotion, a suspension without pay, and a termination of

employment, but shall not include verbal reprimands, letters of understanding, or suspensions with pay pending administrative investigation.

## **ARTICLE 20 LATERAL / INTERNAL ENTRY**

### **Section 1. Lateral Entry Program.**

A. The Hays County Sheriff's Office or a Hays County Constable's Office may hire a licensed peace officer or corrections officer with prior law enforcement experience in a law enforcement agency recognized by TCOLE and, upon employment, may place such officer at some step higher than MBS0 according to their career track, on the Collective Bargaining County Salary Step Plan, as provided in this section, if the candidate meets the following criteria:

1. The candidate is licensed by TCOLE;
2. The applicant has a minimum of three years of service as a TCOLE (or other out-of-state equivalent) certified, full time, paid Officer in a first responder patrol officer role for Deputy Sheriff or Deputy Constable Tracks; or in a deputy constable role for Deputy Constable Track, or with a minimum of three years of service as a TCOLE (or other out-of-state equivalent) certified, full time, corrections officer for Corrections Track;

B. Applicants hired under this provision must meet all the provisions listed under Article 20 and serve a six (6) month probationary period upon being commissioned as an Employee. Beginning on the Effective Date of this Agreement, Employees who have applied for a position in a different Career Track may be hired as Lateral Transfers under this Article, but may not otherwise transfer Years of Service from one Career Track to another.

C. Lateral Entries for both the Sheriff's Office and for Constables' Offices, may be hired as follows:

1. Eligible prior experience allows the new hire to be slotted in the appropriate pay step for up to five (5) Years of Service for the applicant's prior full-time experience as if the entire eligible prior experience had all been acquired in the employ of the County. Officers hired under the lateral entry program who have five (5) or more years of prior full-time qualifying experience, as provided in this Section, may, at the discretion of the Sheriff or the Constable, be placed up to MBS4, , on the Collective Bargaining Salary Step Plan upon being hired. Employees hired under the lateral entry program who have less than five (5) years of qualifying full-time experience may, at the discretion of the Sheriff or the Constable, be placed up to the step that is equivalent to the number of years of prior qualifying service rounded down. For example, if the officer has three years and six months of prior qualifying service, the officer may, at the Sheriff's or Constable's discretion, be placed at MBS3, or below, for the appropriate classification on the Salary Step Plan upon being hired. For the purposes of pay, under Article 8, above, Officers will be eligible to advance to the next MBS as Years of Service accrue. However, Officers placed in a higher MBS under the Lateral Entry Program shall be eligible for promotion based on their actual Years of Service, not the MBS achieved via the Lateral Entry Program. The Parties to this Agreement recognize that certain positions may be appointed by the Sheriff without consideration of longevity, including Chief Deputy, Captain, and Inspector within the Office of Professional Responsibility.

E. This program is meant to help recruit qualified applicants for the position of Entry-Level Deputy Sheriff, Deputy Constable, or Corrections Officer. The Sheriff's or Constable's final determination of whether an applicant meets the criteria of the Lateral Entry Program shall be final, non-appealable and not grievable.

**Section 2. Internal Entry Program.** The Hays County Sheriff's Office or a Hays County Constable's Office may hire a licensed peace officer with prior law enforcement experience within the County (i.e. the Hays County Sheriff's Office or a Hays County Constable's Office). Employees hired under the internal entry program may, at the discretion of the Sheriff or the Constable, be placed up to the step that is equivalent to the number of years of prior qualifying service. For example, if the officer has three years and six months of prior qualifying service, the officer may, at the Sheriff's or Constable's discretion, be placed at MBS3 (with 6 months toward an MBS 4), or below, for the appropriate classification on the Salary Step Plan upon being hired.

## ARTICLE 21

### CONTRACT INTERPRETATION / DISPUTE RESOLUTION PROCEDURE

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

**Section 2. Scope of the Procedure.** Only the Association has standing to initiate a grievance under the terms of this Agreement, after consideration of an alleged grievance asserted by an Officer or the Association. Disciplinary matters and/or matters of promotion or advancement shall not qualify or constitute the proper subject of a grievance, however; Employees retain all rights under state law with respect to disciplinary matters and/or matters of promotion or advancement, except as otherwise provided for in this Agreement.

**Section 3. Information Required.** Each grievance shall be signed and submitted on the form attached as Appendix C to this Agreement, and shall include, at a minimum, the following information:

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

**Section 4. Grievance Procedure Steps.** Grievances regarding interpretations or violations of this Agreement shall proceed along the following Steps:

**Step 1:** An aggrieved Officer must initiate a written grievance on the form attached as Appendix C with the Association Grievance Committee within thirty (30) days of the date upon which the Officer knew of or should have

known of the facts giving rise to the grievance. A courtesy copy of the completed grievance form shall be forwarded to the Sheriff, or Constable if applicable, and the Office of General Counsel by the Association Grievance Committee within seven (7) days of the receipt of the signed written grievance by the Association Grievance Committee, but no action by the Sheriff or Constable if applicable, or the Office of General Counsel is required at this Step. The Association Grievance Committee shall within its discretion determine whether the alleged grievance has merit and whether it should proceed to the next Step. If the Association Grievance Committee determines that no grievance exists or that the grievance will not be forwarded, it shall notify the Sheriff, or Constable if applicable, and the Office of General Counsel in writing that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall within thirty (30) days after receipt of the grievance, proceed to Step 2 of the procedure.

**Step 2:** Any grievance that the Association Grievance Committee determines has merit shall be formally submitted to the Sheriff, or Constable, if applicable, and the Office of General Counsel within seven (7) days of the Step 1 decision of the Association Grievance Committee. After receipt of the grievance form, the Sheriff, or Constable if applicable, and/or the County Judge or designee shall evaluate the grievance and shall within thirty (30) days submit a response in writing to the Association Grievance Committee.

**Step 3:** If the grievance is not resolved at Step 2, then the Association shall have thirty (30) days from the receipt of the Step 2 decision to invoke mediation. Mediation shall be scheduled within thirty (30) days of its invocation by the Association, and shall be conducted by a Mediator that is mutually agreed upon between the Association and the County. If mediation does not result in resolution of the grievance within thirty (30) days of the first mediation meeting, then the Association Grievance Committee may proceed to arbitration under Section 6, below.

**Section 5. Extension of deadlines.** Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the Parties, in writing, as necessary to address the substance of the grievance in a reasonable manner. If the Association Grievance Committee misses any deadline, the grievance will be considered satisfied and no further steps shall be taken.

**Section 6. Arbitration.** If the Association decides to invoke arbitration after a failure of the parties to resolve a dispute using the grievance process, it shall be the responsibility of the Association to initiate arbitration by submitting a request in writing to the American Arbitration Association (AAA) identifying the grievance and asking for a list of seven (7) qualified neutrals from which a selection of an arbitrator may be made.



**A.** A copy of the request to AAA shall be provided to the following County officials: 1) the Office of General Counsel; 2) the Sheriff; and 3) the Constable if applicable.

**B.** Qualified neutrals must have three (3) years' experience in public sector labor and employment contract interpretations, preferably with experience in local government labor negotiations involving cities and counties otherwise the neutral is disqualified and dropped from the list and another neutral will be requested.

**Section 7.** Upon the receipt of the list of arbitrators from AAA, the Parties shall schedule a strike conference within ten (10) business days or as soon as reasonably possible. The Association shall exercise the first strike and thereafter each party shall alternate in striking a name from the list until only one name remains. The identity of the sole remaining name shall be returned to the AAA Case Manager so that a hearing on the matter can be scheduled.

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

**Section 8.** After the Arbitrator has been selected, and a hearing scheduled, the parties may, upon written request to each other, call for the disclosure of a list of anticipated witnesses to be called to testify at the hearing, and may similarly call for a list of anticipated documents and exhibits sought to be introduced at the hearing. This request for disclosure shall be made no less than ten (10) business days prior to the date of a scheduled hearing, and the parties shall have a continuing duty to supplement responses to any such request. 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 appropriate 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 seven (7) calendar days prior to the hearing.

**Section 9.** The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at or her decision on the issue or issues presented and shall confine himself or herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her.

**Section 10.** The decision of the Arbitrator, if rendered in accordance with the provisions of this Article, shall be final and binding upon the Association, including all members of the bargaining unit, the Sheriff, or affected Constables, and the County and may not be appealed by either party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly error of law.

**Section 11.** Each party shall bear its own fees, costs, and expenses related to an arbitration proceeding. The fees and expenses of the Arbitrator shall be borne equally by the parties, regardless of the Award rendered by the Arbitrator. In the event a party desires a court reporter, that party shall bear that cost 100%; however, if a party requests access to the transcript, the parties shall split the cost equally.

**Section 12.** All time limits in this Agreement are based on calendar days unless otherwise stated. If a time limit expires on a Saturday, Sunday or County-observed holiday, the time limit shall be extended to the next County business day. The day of the act, event, or default shall not be included.

## **ARTICLE 22 SAVINGS CLAUSE**

**Section 1. Non-Application of Section 174.** If a court of competent jurisdiction or the Texas Attorney General determines that Section 174 of the Local Government Code does not apply to Hays County, then this Agreement shall be null and void.

**Section 2. Savings Clause.** Unless Section 1 above applies, the following savings provision shall apply:

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

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

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

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

## **ARTICLE 23 MISCELLANEOUS PROVISIONS**

**Section 1. Third Party Security – County Buildings.** The County shall include in every third-party contract executed after the date of this Agreement, for the use of these County facilities that any vendor or lessee using said facility shall use only sworn officers procured

through the Hays County Sheriff's Office or a Hays County Constables Office for security, crowd control and other police-related activities while using the facility, and that number of officers determined to be reasonably necessary by the County shall be paid by the vendor or lessee. Officers working for a third-party user of a County facility shall be off duty, and shall be paid an hourly rate negotiated by the Sheriff's Office or the Constables Office(s), respectively. Officers assigned to work an event sponsored or co-sponsored by Hays County shall be considered on duty and shall not be entitled to pay that exceeds their normal rate of pay under this Agreement and under the Fair Labor Standards Act.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

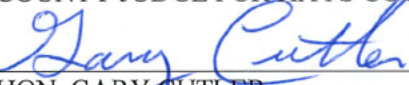
SIGNATURE & EXECUTION PAGE


THIS 2020 COLLECTIVE BARGAINING AGREEMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

HAYS COUNTY, TEXAS

(Approved by HAYS COUNTY COMMISSIONERS COURT on September 29, 2020)


By:  Dated: 9/29/2020  
RUBEN BECERRA  
COUNTY JUDGE FOR HAYS COUNTY, TEXAS

By:  Dated: 10/11/2020  
HON. GARY CUTLER  
SHERIFF, HAYS COUNTY, TEXAS

By:  Dated: 10-1-2020  
HON. DAVID PETERSON  
CONSTABLE PCT 1, HAYS COUNTY, TEXAS

By:  Dated: 09/30/2020  
HON. MICHAEL TORRES  
CONSTABLE PCT2, HAYS COUNTY, TEXAS

By:  Dated: 10-1-20  
HON. DON MONTAGUE  
CONSTABLE PCT3, HAYS COUNTY, TEXAS

By:  Dated: 10-1-20  
HON. RON E. HOOD  
CONSTABLE PCT4, HAYS COUNTY, TEXAS

By: John Ellen Dated: 10-01-2020  
HON. JOHN ELLEN  
CONSTABLE PCT5, HAYS COUNTY, TEXAS

**ATTEST:**

By: Elaine A. Cardenas  
ELAINE CARDENAS  
HAYS COUNTY CLERK

**THE HAYS COUNTY LAW ENFORCEMENT ASSOCIATION**  
("HCLEA")  
(Approved by HCLEA Membership on or about September 29, 2020).

By: David Gamble  
DAVID GAMBLE  
PRESIDENT, HCLEA

**EXHIBIT A**  
**PAY PLAN WITH MERIT-BASED STEP INCREASES**

(See Next 1 Page)

**Pay Plan - 2020 CBA**

		<u>Law Enforcement</u>					<u>Corrections</u>					<u>Constable</u>	
		<u>LE Deputy</u>	<u>LE Det./Corp.</u>	<u>LE Sgt.</u>	<u>LE Lt.</u>	<u>LE Capt.</u>		<u>Corr. Officer</u>	<u>Corr. Corp.</u>	<u>Corr. Sgt.</u>	<u>Corr. Lt.</u>		<u>Dep. Constable</u>
MBS	0	\$ 57,876.00	\$ 68,250.00	\$ 78,296.40	\$ 86,333.52	\$ 95,637.36	0	\$ 43,352.40	\$ 53,682.72	\$ 62,833.68	\$ 76,461.84	0	\$ 55,120.00
MBS	1	\$ 59,612.28	\$ 68,250.00	\$ 78,296.40	\$ 86,333.52	\$ 95,637.36	1	\$ 44,652.97	\$ 53,682.72	\$ 62,833.68	\$ 76,461.84	1	\$ 56,773.60
MBS	2	\$ 61,400.65	\$ 68,250.00	\$ 78,296.40	\$ 86,333.52	\$ 95,637.36	2	\$ 45,992.56	\$ 53,682.72	\$ 62,833.68	\$ 76,461.84	2	\$ 58,476.81
MBS	3	\$ 63,242.67	\$ 68,250.00	\$ 78,296.40	\$ 86,333.52	\$ 95,637.36	3	\$ 47,372.34	\$ 53,682.72	\$ 62,833.68	\$ 76,461.84	3	\$ 60,231.11
MBS	4	\$ 65,139.95	\$ 70,297.50	\$ 78,296.40	\$ 86,333.52	\$ 95,637.36	4	\$ 48,793.51	\$ 55,293.20	\$ 62,833.68	\$ 76,461.84	4	\$ 62,038.05
MBS	5	\$ 67,094.15	\$ 72,406.43	\$ 78,296.40	\$ 86,333.52	\$ 95,637.36	5	\$ 50,257.31	\$ 56,952.00	\$ 62,833.68	\$ 76,461.84	5	\$ 63,899.19
MBS	6	\$ 69,106.97	\$ 74,578.62	\$ 80,645.29	\$ 86,333.52	\$ 95,637.36	6	\$ 51,765.03	\$ 58,660.56	\$ 65,189.94	\$ 76,461.84	6	\$ 65,816.16
MBS	7	\$ 71,180.18	\$ 76,815.98	\$ 83,064.65	\$ 86,333.52	\$ 95,637.36	7	\$ 53,317.98	\$ 60,420.37	\$ 67,634.57	\$ 76,461.84	7	\$ 67,790.65
MBS	8	\$ 73,315.59	\$ 79,120.46	\$ 85,556.59	\$ 90,218.53	\$ 95,637.36	8	\$ 54,917.52	\$ 62,232.99	\$ 70,170.86	\$ 79,711.47	8	\$ 69,824.37
MBS	9	\$ 75,515.05	\$ 81,494.07	\$ 88,123.29	\$ 94,278.36	\$ 95,637.36	9	\$ 56,565.05	\$ 64,099.98	\$ 72,802.27	\$ 83,099.21	9	\$ 71,919.10
MBS	10	\$ 77,780.50	\$ 83,938.89	\$ 90,766.99	\$ 98,520.89	\$ 104,244.72	10	\$ 58,262.00	\$ 66,022.97	\$ 75,532.35	\$ 86,630.92	10	\$ 74,076.67
MBS	11	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	11	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	11	\$ 76,298.97
MBS	12	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	12	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	12	\$ 76,298.97
MBS	13	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	13	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	13	\$ 76,298.97
MBS	14	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	14	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	14	\$ 76,298.97
MBS	15	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	15	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	15	\$ 76,298.97
MBS	16	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	16	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	16	\$ 76,298.97
MBS	17	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	17	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	17	\$ 76,298.97
MBS	18	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	18	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	18	\$ 76,298.97
MBS	19	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	19	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	19	\$ 76,298.97
MBS	20	\$ 80,113.92	\$ 86,457.06	\$ 93,490.00	\$ 102,954.33	\$ 113,626.75	20	\$ 60,009.86	\$ 68,003.66	\$ 78,364.82	\$ 90,312.74	20	\$ 76,298.97
<b>% Merit Based Step</b>		3	3	3	4.5	9		3	3	3.75	4.25		3
<b>Starting Salary</b>		\$57,876.00	\$ 68,250.00	\$ 78,296.40	\$ 86,333.52	\$ 95,637.36		\$ 43,352.40	\$ 53,682.72	\$ 62,833.68	\$ 76,461.84		\$ 55,120.00
<b>Initial Hourly Rate</b>		\$26.50	\$31.25	\$35.85	\$39.53	\$43.79		\$19.85	\$24.58	\$28.77	\$35.01		\$26.50
<b>Final Hourly Rate</b>		\$36.682	\$39.587	\$42.807	\$47.140	\$52.027		\$27.477	\$31.137	\$35.881	\$41.352		\$36.682

Notes

- 1 MBS 0 begins at the date of hire and ends after the completion of 1 Year of Service
- 2 Eligibility for advancement to any subsequent MBS occurs when an individual completes the Year of Service he/she is in
- 3 Compensation for the Chief Deputy Sheriff is based on County Policy and the County's Salary Range Plan
- 4 LE and Corrections salaries are based on 2184 hours/year of work; Deputy Constable salaries are based on 2080 hours/year of work
- 5 For more information on the implementation of this Pay Plan, refer to Article 8 of the current Collective Bargaining Agreement
- 6 The Inspector positions within the Office of Professional Responsibility shall be, unless otherwise agreed: Inspector - LE Lt.; and Deputy Inspector - LE Sgt

**EXHIBIT B**  
**ROSTER OF MEMBERS OF BARGAINING UNIT**

(See Next 18 Pages)



**ANIMAL CONTROL SUPERVISOR**

2/1/2021 IMPLEMENTATION

		10/1/2020					2/1/2021 IMPLEMENTATION	
SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
1	TRINIDAD, JOHN	12/1/2011 - 10/15/2012 CO; 10/15/2012 - 3/31/2015 Animal Control Officer; 4/1/2015 - current Animal Control Supervisor	12/1/2011	4/1/2015	5.51	4/1/2015	MBS5	\$ 67,094.15

## CORRECTIONS OFFICER

10/1/2020

2/1/2021 IMPLEMENTATION

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
1	SKRUHAK, CHRIS	10/1/2018 - current CO	10/1/2018	10/1/2018	0.00	10/1/2018	MBS2	\$ 45,992.56
2	RAQUET, CHEYENNE	9/1/2017 - current CO	9/1/2017	9/1/2017	3.08	9/1/2017	MBS3	\$ 47,372.34
3	MCCUTCHEON, CHRISTOPHER	8/14/2018 - current CO	8/14/2018	8/14/2018	2.13	8/14/2018	MBS2	\$ 45,992.56
4	DEES, LYNNETTE ROCHELLE	12/16/2014 - current CO	12/16/2014	12/16/2014	5.80	12/16/2014	MBS6	\$ 51,765.03
5	HENRY, JAMES N.	12/21/1998 - current CO	12/21/1998	12/21/1998	21.79	12/21/1998	MBS20	\$ 60,009.86
6	PRADO, MICHAEL	9/16/2002 - 7/31/06 CO; 8/1/06 - 10/15/06 Deputy; 10/16/06 - 8/31/08 CO; 9/1/08 - 9/30/10 TN CO; 10/1/10 - 1/16/2013 TN Deputy; 1/17/2013 - current CO	9/16/2002	9/16/2002 - 7/31/2006; 10/16/2006 - 8/31/2008; 1/17/2013 - current	13.46	4/20/2007	MBS13	\$ 60,009.86
7	SAENZ, ANDREAS	8/2/2019 - 5/31/20 Deputy; 6/1/20 - current CO	8/2/2019	6/1/2020	0.33	6/1/2020	MBS0	\$ 43,352.40
8	RUSSELL, MARIA	5/16/2017 - current CO	5/16/2017	5/16/2017	3.38	5/16/2017	MBS4	\$ 48,793.51
9	DAWSON, PAIGE	12/3/2019 - 2/2/2020 CO Spec; 2/3/2020 - current CO	2/3/2020	2/3/2020	0.66	2/3/2020	MBS0	\$ 43,352.40
10	STEVENS, ZACHARY	7/16/2012 - 3/22/2020 CO; 3/23/2020 - 8/24/20 Deputy; 8/25/20 - current CO	7/16/2012	8/25/2020	0.10	12/19/2012	MBS8	\$ 54,917.52
11	ALFARO, SANTIAGO	7/16/2019 - current CO	7/16/2019	7/16/2019	1.21	7/16/2019	MBS1	\$ 44,652.97
12	NEWBERRY, CONSTANCE NICOLE	9/1/2009 - current CO	9/1/2009	9/1/2009	11.09	9/1/2009	MBS11	\$ 60,009.86
13	ALMENDAREZ, EVARISTO	6/11/2019 - current CO	6/11/2019	6/11/2019	1.31	6/11/2019	MBS1	\$ 44,652.97
14	THOMAS, BRYAN	4/10/2018 - current CO	4/10/2018	4/10/2018	2.48	4/10/2018	MBS2	\$ 45,992.56
15	LITTLE, JOHN	6/16/2011 - current CO	6/16/2011	6/16/2011	9.30	6/16/2011	MBS9	\$ 56,565.05
16	ROSALES, GEORGE	8/1/2004 - current CO	8/1/2004	8/1/2004	16.18	8/1/2004	MBS16	\$ 60,009.86
17	RAMIREZ, BOBBY	9/16/2002 - current CO	9/16/2002	9/16/2002	18.05	9/16/2002	MBS18	\$ 60,009.86
18	BOZIN, MATTHEW	4/27/2020 - current CO	4/27/2020	4/27/2020	0.43	4/27/2020	MBS0	\$ 43,352.40
19	CRUMB, CHRISTOPHER LEE	1/20/2015 - current CO	1/20/2015	1/20/2015	5.70	1/20/2015	MBS6	\$ 51,765.03
20	MASON, LISA	1/25/2016 - current CO 6/1/2006 - 12/31/2010 CO	1/25/2016	1/25/2016	4.69	1/25/2016	MBS5	\$ 50,257.31
21	JOHNSON, RYAN	11/15/16 - current CO	11/15/2016	11/15/2016	3.88	11/15/2016	MBS4	\$ 48,793.51
22	ORTIZ, SERGIO	5/1/2005 - current CO	5/1/2005	5/1/2005	15.43	5/1/2005	MBS15	\$ 60,009.86
23	V LLANUEVA, FAT MA	10/1/12018 - current CO	10/1/2018	10/1/2018	0.00	10/1/2018	MBS2	\$ 45,992.56
24	MATA, RAMON JESSE	8/16/2010 - current CO	8/16/2010	8/16/2010	10.13	8/16/2010	MBS10	\$ 58,262.00
25	BLUNDELL, KAYLEIGH	11/19/2019 - 2/2/2020 ECO; 2/3/2020 - current CO	2/3/2020	2/3/2020	0.66	2/3/2020	MBS0	\$ 43,352.40
26	MORALES, ALFRED	9/3/1999 - current CO	9/3/1999	9/3/1999	21.09	9/3/1999	MBS20	\$ 60,009.86
27	PARTEN, JOHN	2/24/2020 - current CO	2/24/2020	2/24/2020	0.60	2/24/2020	MBS0	\$ 43,352.40
28	CRUMLEY, GRAC ELA	2/3/2020 - current CO	2/3/2020	2/3/2020	0.66	2/3/2020	MBS4	\$ 48,793.51
29	YBARRA, DAVID D.	8/1/1992 - current CO	8/1/1992	8/1/1992	28.19	8/1/1992	MBS20	\$ 60,009.86
30	RIVERA, KAITL N	11/2/2015 - current CO	11/2/2015	11/2/2015	4.92	11/2/2015	MBS5	\$ 50,257.31
31	HARGROVE-P ERCE, REGINALD DESHAWN	1/22/2019 - current CO	1/22/2019	1/22/2019	1.69	1/22/2019	MBS4	\$ 48,793.51
32	BATEMAN, JOSHUA	3/1/2016 - current CO	3/1/2016	3/1/2016	4.59	3/1/2016	MBS4	\$ 48,793.51
33	RODRIGUEZ, FRANK	1/6/2017 - 8/15/2018 CO; 8/16/2018 - 3/31/2019 Civilian Deputy Cadet; 4/1/2019 - 3/31/2020 Deputy; 4/1/2020 - current CO	1/16/2017	1/6/2017 - 8/15/2018; 4/1/2020	2.11	8/24/2018	MBS2	\$ 45,992.56
34	REYNA, LORI	09/21/2020 - current CO	9/21/2020	9/21/2020	0.03	9/21/2020	MBS0	\$ 43,352.40
35	STANLEY, RON LESLIE	7/16/2015 - current CO	7/16/2015	7/16/2015	5.22	7/16/2015	MBS5	\$ 50,257.31
36	RAMSEY, NATHANIEL	1/25/2016 - current CO	1/25/2016	1/25/2016	4.69	1/25/2016	MBS5	\$ 50,257.31
37	PRADO, LUCIO DAVID	1/20/2015 - current CO	1/20/2015	1/20/2015	5.70	1/20/2015	MBS6	\$ 51,765.03
38	VARGAS, JOSEPH	7/2/2019 - current CO	7/2/2019	7/2/2019	1.25	7/2/2019	MBS1	\$ 44,652.97
39	K RCHNER, JASON	10/11/2018 - current CO	10/11/2018	10/11/2018	1.98	10/11/2018	MBS2	\$ 45,992.56
40	STR NGFELLOW, BRETT	2/21/2020 - 4/15/2020 Deputy; 4/16/2020 - current CO	2/21/2020	4/16/2020	-1.54	4/16/2020	MBS0	\$ 43,352.40
41	ALVAREZ-P NALES, VICTOR	12/20/2016 - current CO	12/20/2016	12/20/2016	3.78	12/20/2016	MBS4	\$ 48,793.51
42	ROMERO, OMAR	8/3/2015 - current CO	8/3/2015	8/3/2015	5.17	8/3/2015	MBS5	\$ 50,257.31
43	GONZALES, VERONICA	9/18/1997 - 11/16/1998 Office Specialist; 11/17/1998 - current CO	9/18/1997	11/17/1998	21.89	11/17/1998	MBS20	\$ 60,009.86
44	CAST LLEJA, WILLIAM	9/10/2018 - current CO	9/10/2018	9/10/2018	2.06	9/10/2018	MBS2	\$ 45,992.56
45	MORENO, ALEC	8/7/2017 - current CO	8/7/2017	8/7/2017	3.15	8/7/2017	MBS3	\$ 47,372.34
46	DAWSON, CORY	9/1/2020 - current CO	11/1/2019	9/1/2020	0.08	9/1/2020	MBS0	\$ 43,352.40
47	BALDERAS, CHRISTOPHER	8/14/2018 - current CO	8/14/2018	8/14/2018	2.13	8/14/2018	MBS2	\$ 45,992.56
48	GOTTFREDSON, JACOB	9/20/2017 - current CO	9/20/2017	9/20/2017	3.03	9/20/2017	MBS3	\$ 47,372.34
49	CRAYTON, DENNIS	8/22/2016 - current CO; 4/20/2009 - 12/1/2009 JSO	8/22/2016	8/22/2016	4.11	8/22/2016	MBS4	\$ 48,793.51
50	ROGERS, MORGAN	10/11/2018 - current CO	10/11/2018	10/11/2018	1.98	10/11/2018	MBS2	\$ 45,992.56
51	WILLIAMS, RALPH	6/1/1992 - current CO	6/1/1992	6/1/1992	28.35	6/1/1992	MBS20	\$ 60,009.86
52	DARDEN, BLAKE	9/21/2020 - current CO	9/21/2020	9/21/2020	0.03	9/21/2020	MBS0	\$ 43,352.40
53	RIVERA, JORGE	1/6/2017 - current CO	1/6/2017	1/6/2017	3.74	1/6/2017	MBS4	\$ 48,793.51
54	VELASCO, DAV D	8/23/2019 - current CO	8/23/2019	8/23/2019	1.11	8/23/2019	MBS1	\$ 44,652.97
55	WILBURN, ANTHONY	10/3/2017 - current CO	10/3/2017	10/3/2017	3.00	10/3/2017	MBS3	\$ 47,372.34
56	ARREDONDO, ADELA DA	6/2/2020-09/8/2020-Corr Spec; 9/8/2020 - current CO	6/2/2020	9/8/2020	0.06	9/8/2020	MBS0	\$ 43,352.40
57	FONSECA, JAMES	3/16/2020 - current CO	3/16/2020	3/16/2020	0.55	3/16/2020	MBS0	\$ 43,352.40
58	RAMIREZ, FERNANDO	8/18/17 - current CO	8/18/2017	8/18/2017	3.12	8/18/2017	MBS3	\$ 47,372.34
59	VARGAS, ANGELINA	9/21/20 - current CO	9/21/2020	9/21/2020	0.03	9/21/2020	MBS0	\$ 43,352.40
60	ROWDEN, CODY WAYNE	5/1/2014 - current CO	5/1/2014	5/1/2014	6.42	5/1/2014	MBS5	\$ 50,257.31

## CORRECTIONS OFFICER

10/1/2020

2/1/2021 IMPLEMENTATION

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
61	LOPEZ, ARNOLDO	4/11/2017 - 8/15/2018 CO; 8/16/2018 - 9/25/2018 Cadet; 9/26/2018 - current CO	4/11/2017	4/11/2017 - 8/15/2018; 9/26/2018	1.39	5/13/2017	MBS3	\$ 47,372 34
62	LANGE, EMILY	8/1/2018 - current CO	8/1/2018	8/1/2018	2.17	8/1/2018	MBS2	\$ 45,992 56
63	ANCT L, THOMAS	1/27/2017 - current CO	1/27/2017	1/27/2017	3.68	1/27/2017	MBS4	\$ 48,793 51
64	ROSALES, ELI	4/1/2016 - current CO	4/1/2016	4/1/2016	4.50	4/1/2016	MBS4	\$ 48,793 51
65	HERNANDEZ, D EGO	7/17/2017 - current CO	7/17/2017	7/17/2017	3.21	7/17/2017	MBS3	\$ 47,372 34
66	BARRA, CHELSEA	11/27/2018 - current CO	11/27/2018	11/27/2018	1.85	11/27/2018	MBS2	\$ 45,992 56
67	MART N, CORDELL	7/16/2019 - 2/28/2020 CO Spec; 3/1/2020 - current CO	3/1/2020	3/1/2020	0.59	3/1/2020	MBS0	\$ 43,352 40
68	SHAFFER, KAYLA LYNN	8/1/14 - current CO	8/1/2014	8/1/2014	6.17	8/1/2014	MBS6	\$ 51,765 03
69	MARTELL, EDWARD	3/1/2016 - current CO	3/1/2016	3/1/2016	4.59	3/1/2016	MBS4	\$ 48,793 51
70	FIGUEROA-TORRES, EDGAR	3/23/2020 - current CO	3/23/2020	3/23/2020	0.53	3/23/2020	MBS0	\$ 43,352 40
71	DUGUID, TODD	12/1/2017 - current CO	12/1/2017	12/1/2017	2.84	12/1/2017	MBS3	\$ 47,372 34
72	WILLIAMS, REG NALD	12/1/2017 - current CO	12/1/2017	12/1/2017	2.84	12/1/2017	MBS3	\$ 47,372 34
73	BUTAUD, MARK	6/26/2018 - current CO	6/26/2018	6/26/2018	2.27	6/26/2018	MBS2	\$ 45,992 56
74	MCCOY, JASON DOUGLAS	1/16/2007 - current CO	1/16/2007	1/16/2007	13.72	1/16/2007	MBS14	\$ 60,009 86
75	SERRA, ERNEST	3/1/2002 - current CO	3/1/2002	3/1/2002	18 60	3/1/2002	MBS18	\$ 60,009 86
76	MCCOY, MARTHA ANNE	8/1/2007 - current CO	8/1/2007	8/1/2007	13.18	8/1/2007	MBS13	\$ 60,009 86
77	WILLIAMS, MARK	7/16/2019 - current CO	7/16/2019	7/16/2019	1.21	7/16/2019	MBS1	\$ 44,652 97
78	RAMIREZ, J NA	5/4/2020 - current CO	5/4/2020	5/4/2020	0.41	5/4/2020	MBS0	\$ 43,352 40
79	WIGHTMAN, RYAN	6/16/2011 - current CO	6/16/2011	6/16/2011	9.30	6/16/2011	MBS9	\$ 56,565 05
80	GREEN, CLAYTON	8/7/2017 - current CO	8/7/2017	8/7/2017	3.15	8/7/2017	MBS3	\$ 47,372 34
81	JACKSON, MARIA	2/1/2004 - current CO	2/1/2004	2/1/2004	16 68	2/1/2004	MBS17	\$ 60,009 86
82	EDWARDS, PATRICIA ANN	11/16/2004 - current CO	11/16/2004	11/16/2004	15 88	11/16/2004	MBS16	\$ 60,009 86
83	BUJNOCH, V NCENT	3/1/2002 - current CO	3/1/2002	3/1/2002	18 60	3/1/2002	MBS18	\$ 60,009 86
84	CHARLTON, CODY	3/1/2017 - current CO	3/1/2017	3/1/2017	3.59	3/1/2017	MBS4	\$ 48,793 51
85	BURKHART, VIRGIL	4/3/2017 - 12/15/2017 ECO; 12/16/2017 - current CO	4/3/2017	12/16/2017	2.79	12/16/2017	MBS3	\$ 47,372 34
86	SHAVER, MICHAEL	3/13/2017 - current CO	3/13/2017	3/13/2017	3.56	3/13/2017	MBS3	\$ 47,372 34
87	HALVORSON, CODY	8/23/2019 - current CO	8/23/2019	8/23/2019	1.11	8/23/2019	MBS1	\$ 44,652 97
88	GASS,AUDREY	11/2/2018 - current CO	11/2/2018	11/2/2018	1.92	11/2/2018	MBS2	\$ 45,992 56
89	****VACANT****							
90	DELEON, ROBERTO	5/23/2016 - current CO	5/23/2016	5/23/2016	4.36	5/23/2016	MBS4	\$ 48,793 51
91	DURNELL, RANDALL	3/10/2017 - current CO	3/10/2017	3/10/2017	3.56	3/10/2017	MBS3	\$ 47,372 34
92	GARCIA, ISAIAH	7/13/2018 - current CO	7/13/2018	7/13/2018	2.22	7/13/2018	MBS2	\$ 45,992 56
93	GARCIA, JOEL	3/5/2018 - current CO	3/5/2018	3/5/2018	2.58	3/5/2018	MBS2	\$ 45,992 56
94	AGU LAR-GARCIA, TANIA	7/13/2018 - current CO	7/13/2018	7/13/2018	2.22	7/13/2018	MBS2	\$ 45,992 56
95	PATTON, ZACHARY	7/20/2018 - current CO	7/20/2018	7/20/2018	2.20	7/20/2018	MBS2	\$ 45,992 56
96	FULTS, LARRY	9/23/2019 - current CO	9/23/2019	9/23/2019	1.02	9/23/2019	MBS1	\$ 44,652 97
97	BROWN, ERIC	8/1/2018 - current CO	8/1/2018	8/1/2018	2.17	8/1/2018	MBS2	\$ 45,992 56
98	MCFARLAND, RACHEL	8/1/2018 - current CO	8/1/2018	8/1/2018	2.17	8/1/2018	MBS2	\$ 45,992 56
99	ORTIZ, TONY	3/1/2019 - current CO	3/1/2019	3/1/2019	1.59	3/1/2019	MBS4	\$ 48,793 51
100	LISKA, ANNA	3/5/2019 - current CO	3/5/2019	3/5/2019	1.58	3/5/2019	MBS1	\$ 44,652 97
101	AYALA, MAX MO	3/8/2019 - current CO	3/8/2019	3/8/2019	1.57	3/8/2019	MBS1	\$ 44,652 97
102	****VACANT****							
103	NARANJO, ANDREA	5/17/2019 - current CO	5/17/2019	5/17/2019	1.38	5/17/2019	MBS1	\$ 44,652 97
104	MCDONALD, MARK	5/8/2019 - current CO	5/8/2019	5/8/2019	1.40	5/8/2019	MBS1	\$ 44,652 97
105	RITTENHOUSE, DEREK	7/2/2019 - current CO	7/2/2019	7/2/2019	1.25	7/2/2019	MBS1	\$ 44,652 97
106	MITCHUM, GREGORY	7/16/2019 - current CO	7/16/2019	7/16/2019	1.21	7/16/2019	MBS4	\$ 48,793 51
107	LEITER, ADAM	8/2/2019 - current CO	8/2/2019	8/2/2019	1.17	8/2/2019	MBS1	\$ 44,652 97
108	SOLIZ, MATTHEW	3/2/2020 - current CO	3/2/2020	3/2/2020	0.58	3/2/2020	MBS0	\$ 43,352 40
109	WILBURN, JOSEPH	9/10/2019 - current CO	9/10/2019	9/10/2019	1.06	9/10/2019	MBS1	\$ 44,652 97
110	CASTRO, DANNY	10/3/2019 - current CO	10/3/2019	10/3/2019	1.00	10/3/2019	MBS1	\$ 44,652 97
111	GATTIS, SHELBY	10/3/2019 - current CO	10/3/2019	10/3/2019	1.00	10/3/2019	MBS1	\$ 44,652 97
112	WESTOVER, ALEC	10/3/2019 - current CO	10/3/2019	10/3/2019	1.00	10/3/2019	MBS1	\$ 44,652 97
113	PAYNE, DERRICK	10/21/2019 - current CO	10/21/2019	10/21/2019	0.95	10/21/2019	MBS1	\$ 44,652 97
114	GOMEZ, DERL N	11/18/2019 - current CO	11/18/2019	11/18/2019	0.87	11/18/2019	MBS1	\$ 44,652 97
115	WRAY, JOHN	11/4/2019 - current CO; 12/29/2002 - 9/24/2007 CO	11/4/2019	11/4/2019	0.91	11/4/2019	MBS1	\$ 44,652 97
116	MEJIA, EDW NA	11/25/2019 - current CO	11/25/2019	11/25/2019	0.85	11/25/2019	MBS1	\$ 44,652 97
117	SPENCER, RANDALL	1/16/2020 - current CO	1/16/2020	1/16/2020	0.71	1/16/2020	MBS1	\$ 44,652 97
118	VASQUEZ, JONAH	2/3/20 - current CO	2/3/2020	2/3/2020	0.66	2/3/2020	MBS0	\$ 43,352 40
119	****VACANT****							
120	CASAREZ, ROBERTO	2/3/2020 - current CO	2/3/2020	2/3/2020	0.66	2/3/2020	MBS0	\$ 43,352 40
121	SUTTER, SAMANTHA	12/16/2019 - 2/2/2020 ECO; 2/3/2020 - current CO	2/3/2020	2/3/2020	0.66	2/3/2020	MBS0	\$ 43,352 40
122	HERNANDEZ, EMILY	4/6/2020 - current CO	4/6/2020	4/6/2020	0.49	4/6/2020	MBS0	\$ 43,352 40
123	DELGADO, JOSEPH	4/1/2020 - current CO	4/1/2020	4/1/2020	0.50	4/1/2020	MBS4	\$ 48,793 51
124	****VACANT****							
125	****VACANT****							
126	SARABIA, SABRINA	6/15/2020 - current CO	6/15/2020	6/15/2020	0.30	6/15/2020	MBS0	\$ 43,352 40
127	HALL, DWAIN	11/22/2019 - 6/9/2020 Deputy; 6/10/2020 - current CO	11/22/2019	6/10/2020	0.31	6/10/2020	MBS0	\$ 43,352 40
128	LAZCANO, VICTOR	6/29/2020 - current CO	1/13/2020	6/29/2020	0.26	6/29/2020	MBS0	\$ 43,352 40
129	GARCIA, ERIC	6/22/2020 - current CO	6/22/2020	6/22/2020	0.28	6/22/2020	MBS0	\$ 43,352 40

**CORRECTIONS OFFICER**

SLOT NO	EMPLOYEE
130	S MPSON, MIGUEL
131	BASALDUA, EDGAR
132	NETHERCUTT, TAYLOR
133	WRIGHT, DARREN

10/1/2020

Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date
9/15/2020 - current CO	9/14/2020	9/14/2020	0.05	9/14/2020
7/13/2020 - current CO	7/13/2020	7/13/2020	0.22	7/13/2020
7/20/2020 - current CO	7/20/2020	7/20/2020	0.20	7/20/2020
8/24/2020 - current CO	8/24/2020	8/24/2020	0.10	8/24/2020

2/1/2021 IMPLEMENTATION

MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
MBS0	\$ 43,352.40
MBS4	\$ 48,793.51
MBS0	\$ 43,352.40
MBS0	\$ 43,352.40

Lateral Entry

**CORPORAL CORRECTIONS**

SLOT NO	EMPLOYEE
1	FUENTES, MICHAEL DWAIN
2	WAHLERT, SHAWNE MARIE
3	HENRY, TINA ELIZABETH
4	OLIVER, DUSTIN
5	DEICHMANN, TANNER
6	ROY, KALYNDA
7	LAGING, REUBEN
8	TOMLIN, JOHN DEMPSEY
9	WARDLOW, JACOB E.
10	SCHUELKE, JESSICA
11	ONTIVEROS, ALVIS
12	LOPEZ, JONATHAN
13	BAIRD, JOSEPH DANIEL
14	ORTIZ, PATRICK ALAN

Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date
4/16/2009 - 5/31/2019 CO; 6/1/2019 - current Corporal CO	4/16/2009	4/16/2009	11.47	4/16/2009
11/16/2015 - 1/31/2019 CO; 2/1/2019 - current Corr Corporal	11/16/2015	11/16/2015	4.88	11/16/2015
2/1/2010 - 9/30/2019 CO; 10/1/2019 - current Corr Corporal	2/1/2010	2/1/2010	10.67	2/1/2010
9/1/2008 - 10/15/2010 ECO; 10/16/2010 - 4/30/2018 CO; 5/1/2018 - curretn Corr Corporal	9/1/2008	10/16/2010	9.97	10/16/2010
10/1/2012 - 9/30/2016 CO; 10/1/2016 - 8/16/2017 Deputy; 8/17/2017 - 4/15/2019 CO; 4/16/2019 - current CO Corporal	10/1/2012	10/1/2012 - 9/30/2016; 8/17/2017	7.13	8/18/2013
10/1/15 - 8/15/18 CO; 8/16/18 - 9/23/18 Cadet; 9/24/18 - 2/29/2020 CO; 3/1/2020 - current Corr Corporal	10/1/2015	10/1/2015 - 8/15/18; 9/24/18	4.90	11/10/2015
7/16/2002 - 12/31/2017 CO; 1/1/2018 - current CO Corporal	7/16/2002	7/16/2002	18.22	7/16/2002
11/16/2008 - 12/31/2017 CO; 1/1/2018 - current CO Corporal	11/16/2008	11/16/2008	11.88	11/16/2008
4/16/2007 - 12/31/2017 CO; 1/1/2018 - current Corporal Corrections	4/16/2007	4/16/2007	13.47	4/16/2007
10/1/2010 - 4/30/2018 CO; 5/1/2018 - current Corr Corporal	10/1/2010	10/1/2010	8.01	10/1/2010
6/16/2015 - 4/30/2018 CO; 5/1/2018 - current Corrections Corporal	6/16/2015	6/16/2015	5.30	6/16/2015
8/25/2011 - 9/30/2011 Temp Fac Mnt; 10/19/2011 - 2/15/2012 Fac Mnt; 2/16/2012 - 1/31/2019 CO; 2/1/2019 - current Corr Corporal	10/19/2011	2/16/2012	8.63	2/16/2012
1/20/2015 - 9/30/2019 CO; 10/1/2019 - current Corrections Sergeant	1/20/2015	1/20/2015	5.70	1/20/2015
10/1/2009 - 3/31/2020 CO; 4/1/2020 - current Corporal Corrections	10/1/2009	10/1/2009	11.01	10/1/2009

10/1/2020

2/1/2021 IMPLEMENTATION

MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
MBS11	\$ 68,003.66
MBS5	\$ 56,952.00
MBS11	\$ 68,003.66
MBS10	\$ 66,022.97
MBS7	\$ 60,420.37
MBS5	\$ 56,952.00
MBS18	\$ 68,003.66
MBS12	\$ 68,003.66
MBS13	\$ 68,003.66
MBS10	\$ 66,022.97
MBS5	\$ 56,952.00
MBS8	\$ 62,232.99
MBS6	\$ 58,660.56
MBS11	\$ 68,003.66

**SERGEANT CORRECTIONS**

**10/1/2020**

**2/1/2021 IMPLEMENTATION**

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
1	JACKSON, CURTIS S.	4/1/2003 - 3/31/2007 CO; 4/1/2007 - 1/31/2009 Corp; 2/1/2009 - current Sgt	4/1/2003	4/1/2003	17.52	4/1/2003	MBS17	\$ 78,364 82
2	SPENCER, JEFFREY W.	10/16/2009 - 1/31/14 CO; 2/1/14 - 4/30/2018 Corporal; 5/1/2018 - current Corr Sgt	10/16/2009	10/16/2009	10.97	10/16/2009	MBS11	\$ 78,364 82
3	CHANEY, PETE C.	11/16/2000 - 6/30/2012 CO; 7/1/2012 - 12/31/2017 Corporal; 1/1/2018 - current Corrections Sergeant	11/16/2000	11/16/2000	19.89	11/16/2000	MBS20	\$ 78,364 82
4	MOLANDES, HEATHER E.	1/16/2007 - 8/15/2011 CO; 8/16/2011 - 8/15/2014 Corp; 8/16/2014 - current Sgt Corr	1/16/2007	1/16/2007	13.72	1/16/2007	MBS14	\$ 78,364 82
5	ORTIZ, SAMUEL	7/22/1998 - 3/31/2009 CO; 4/1/2009 - 7/26/2013 Corrections Corporal; 5/16/2014 - 12/15/2014 CO; 12/16/2014 - 3/15/2015 Interim Corrections Sergeant; 3/16/2015 - 4/16/2019 Corrections Corporal; 4/16/2019 - current Corrections Sergeant	5/16/2014	7/22/1998 - 7/26/2013; 5/16/2014	21.41	5/12/1999	MBS20	\$ 78,364 82
6	SHAFFER, MONICA	10/12/1996 - 6/30/2013 CO; 7/1/2013 - 3/19/2017 Corporal; 3/20/2017 - current Corrections Sergeant	10/12/1996	10/12/1996	23.99	10/12/1996	MBS20	\$ 78,364 82
7	KLOSS, MICHAEL E. II	1/23/06 - 3/19/2017 CO; 3/20/2017 - 2/29/2020 Corrections Corporal; 3/1/2020 - current Corrections Sergeant	1/23/2006	1/23/2006	14.70	1/23/2006	MBS15	\$ 78,364 82
8	RAMIREZ, PATRICIA MAR E	2/2/2005 - 3/31/2005 Juv Supv Off; 4/1/2005 - 2/15/2006 ECO; 2/16/2006 - 2/28/2011 CO; 3/1/2011 - 8/15/2011 Corp; 8/16/2011 - 7/15/2013 CO; 7/16/2013 - 5/31/2019 Corporal CO; 6/1/2019 - current Sergeant CO	2/2/2005	2/16/2006	14.63	2/16/2006	MBS14	\$ 78,364 82
9	SUPAK, MIRANDA LYNN	5/1/2010 - 5/17/2016 CO; 5/18/2016 - 9/30/2019 Corrections Corporal; 10/1/2019 - current CO Sergeant	5/1/2010	5/1/2010	10.43	5/1/2010	MBS10	\$ 75,532 35

LIEUTENANT CORRECTIONS

							10/1/2020		2/1/2021 IMPLEMENTATION	
SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation		
6	SAENZ, JUAN LEONARDO	9/3/1996 - 11/19/1999 CO; 11/20/1999 - 12/11/2000 Corp; 12/12/2000 - 3/15/2007 Sgt; 3/16/2007 - 6/30/2018 Lt; 7/1/2018 - 9/30/2018 Interim Corrections Captain; 10/1/2018 - current Corrections Lieutenant	9/3/1996	9/3/1996	24.09	9/3/1996	MBS20	\$ 90,312.74		
7	BATCH, ERIC W.	5/1/2006 - 4/15/2008 CO; 4/16/2008 - 3/31/2009 Deputy; 4/1/2009 - 2/28/2011 Corporal; 3/1/2011 - current Lieutenant	5/1/2006	5/1/2006 - 4/15/2008; 4/1/2009	13.47	4/17/2007	MBS13	\$ 90,312.74		
8	HERNANDEZ, JESSE RAYMOND	7/20/1998 - 1/10/2000 CO; 1/11/2000 - 2/15/2005 Corp; 2/16/2005 - 3/19/2017 Sergeant Corrections; 3/20/2017 - current Lieutenant Corrections	7/20/1998	7/20/1998	22.22	7/20/1998	MBS20	\$ 90,312.74		
12	EDWARDS, CHAD TRAVIS	10/6/1997 - 5/15/2006 CO; 5/16/2006 - 3/20/2007 Corp; 3/21/2007 - 4/30/2007 Sgt CO; 5/1/2007 - 3/16/2014 Corp; 3/17/2014 - 4/30/2018 Corrections Sergeant; 5/1/2018 - current Corrections Lieutenant	10/6/1997	10/6/1997	23.00	10/6/1997	MBS20	\$ 90,312.74		
14	HERNANDEZ, ERICA E	2/16/2000 - 12/15/2014 CO; 12/16/14 - 1/11/2015 temporary assignment as Corrections Corporal; 1/12/2015 - 1/31/2019 Corrections Corporal; 2/1/2019 - 2/29/2020 Corrections Sergeant; 3/1/2020 - present Corrections Lieutenant	2/16/2000	2/16/2000	7.17	2/16/2000	MBS20	\$ 90,312.74		

**CAPTAIN CORRECTIONS**

10/1/2020

2/1/2021 IMPLEMENTATION

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Corrections/Deputy/Deputy Constable Career Track including	Total YOS as of 10/1/2020	Anniversary Date
2	V LLALPANDO, JULIE	8/1/1991 - 10/31/1991 Clerk; 11/1/1991 - 10/1/1993 CO; 11/1/1993 - 8/10/1999 Corp; 8/11/1999 - 2/28/2011 Sgt; 3/1/2011 - 3/19/2017 Lt Corrections; 3/20/2017 - current Captain Corrections	8/1/1991	11/1/1991	28.94	11/1/1991

MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
MBS20	\$ 113,626.75



DEPUTY

							10/1/2020	2/1/2021 IMPLEMENTATION	
SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation	
1	ADA R, HERMAN DALE	5/23/1997 - 9/30/1997 CO; 10/1/1997 - 4/18/1999 ACO; 4/19/1999 - current Deputy	5/23/1997	4/19/1999	21.47	4/19/1999	MBS20	\$ 80,113.92	
2	HOSTETLER, JOEL	9/1/2012 - current Deputy	9/1/2012	9/1/2012	8.09	9/1/2012	MBS8	\$ 73,315.59	
3	SCHRODER, BAILEY	7/16/2019 - current Deputy	7/16/2019	7/16/2019	1.21	7/16/2019	MBS3	\$ 63,242.67	
4	LOZANO, RICARDO JR.	2018 Deputy; 5/1/2018 - 3/10/2019 LE Corporal; 3/11/2019	8/16/2007	8/16/2007	13.14	8/16/2007	MBS13	\$ 80,113.92	
5	MCREE, TRAVIS	5/8/2018 - current Deputy	5/8/2018	5/8/2018	2.40	5/8/2018	MBS4	\$ 65,139.95	
6	SAENZ, ERICA	8/2/2019 - current Deputy	8/2/2019	8/2/2019	1.17	8/2/2019	MBS1	\$ 59,612.28	
7	MARLEY, ALYSSA	7/10/2018 - current Deputy	7/10/2018	7/10/2018	2.23	7/10/2018	MBS2	\$ 61,400.65	
8	TREVINO, DAISY MARIA	3/16/2009 - 1/31/2013 ECO; 2/1/2013 - 4/15/2014 CO; 4/16/2014 - 6/19/2014 Cadet; 6/20/2014 - current Deputy	3/16/2009	6/20/2014	6.29	6/20/2014	MBS6	\$ 69,106.97	
9	HOWARD, TRAE	4/1/2016 - 9/30/2016 CO; 10/1/2016 - current Deputy	4/1/2016	10/1/2016	4.00	10/1/2016	MBS4	\$ 65,139.95	
10	BOOTH, SHAUN	1/16/12 - 11/26/17 Deputy; 11/27/17 - 2/20/19 LE Corporal; 2/21/19 - current Deputy	1/16/2012	1/16/2012	8.72	1/16/2012	MBS9	\$ 75,515.05	
11	PURYEAR, RYAN T.	5/9/1994 - 5/21/98 CO; 5/22/98 - current Deputy	5/9/1994	5/22/1998	22.38	5/22/1998	MBS20	\$ 80,113.92	
12	MARTINEZ, ASHLEY	10/4/2012 - current Deputy	10/4/2012	10/4/2012	8.00	10/4/2012	MBS8	\$ 73,315.59	
13	FLORES, GABRIEL	2/21/2017 - current Deputy	2/21/2017	2/21/2017	3.61	2/21/2017	MBS4	\$ 73,315.59	
14	POZUC, JOHN	1/15/2019 - current Deputy	1/15/2019	1/15/2019	1.71	1/15/2019	MBS3	\$ 63,242.67	
15	MCKINNEY, JEFFREY	11/1/2017 - current Deputy	11/1/2017	11/1/2017	2.92	11/1/2017	MBS4	\$ 77,780.50	
16	WHETSTONE, SCOTT E.	5/1/2011 - current Deputy	5/1/2011	5/1/2011	9.43	5/1/2011	MBS9	\$ 75,515.05	
17	CUADROS, BRYANT	9/25/2018 - current Deputy	9/25/2018	9/25/2018	2.02	9/25/2018	MBS2	\$ 61,400.65	
18	ESPINOZA, MARTIN A.	12/4/1992 - 12/31/95 CO; 1/1/96 - 8/4/99 Deputy; 8/5/99 - 6/14/01 Sgt; 6/15/01 - current Deputy	12/4/1992	1/1/1996	24.77	1/1/1996	MBS20	\$ 80,113.92	
19	GAMBLE, COURTNEY	5/16/2005 - 5/14/2007 ECO; 5/28/2008 - 8/31/2012 ECO; 9/1/2012 - current Deputy	5/28/2008	9/1/2012	8.09	9/1/2012	MBS8	\$ 73,315.59	
20	DUGGINS, DANIEL C	1/10/2000 - 11/15/05 CO; 11/16/05 - current Deputy	1/10/2000	11/16/2005	14.88	11/16/2005	MBS15	\$ 80,113.92	
21	SCHAFFER, BLAINE	9/14/2020 - current deputy	9/14/2020	9/14/2020	1.71	9/14/2020	MBS3	\$ 63,242.67	
22	KRUEGER, ADAM	1/17/2020 - current Deputy	1/17/2020	1/17/2020	0.71	1/17/2020	MBS4	\$ 65,139.95	
23	DODSON, PRESTON E.	10/1/2011 - 7/15/17 CO; 7/16/17 - current Deputy	10/1/2011	7/16/2017	3.21	7/16/2017	MBS3	\$ 63,242.67	
24	MCCOY, AARON	8/4/2020 - current Deputy	8/4/2020	8/4/2020	0.16	8/4/2020	MBS0	\$ 57,876.00	
25	GONZALES, RYAN	12/1/2000 - 8/31/02 CO; 9/1/02 - current Deputy	12/1/2000	9/1/2002	18.10	9/1/2002	MBS18	\$ 80,113.92	
26	****VACANT****								
27	GILBREATH, JOSHUA	8/16/2019 - current Deputy	8/16/2019	8/16/2019	1.13	8/16/2019	MBS4	\$ 65,139.95	
28	PINILLO, ALEXANDER	4/1/2016 - 7/17/2016 CO; 7/18/2016 - current Deputy	4/1/2016	7/18/2016	4.21	7/18/2016	MBS4	\$ 65,139.95	
29	DOMKE, KURT ALVA	1/1/1997 - 6/3/97 DC; 6/4/97 - current Deputy	1/1/1997	1/1/1997	23.76	1/1/1997	MBS20	\$ 80,113.92	
30	HUBERT, ERIC JAY	3/21/11 - 9/30/12 CO; 10/1/12 - current Deputy	3/21/2011	10/1/2012	8.01	10/1/2012	MBS8	\$ 73,315.59	
31	HARLAN, BRUCE	1/5/2018 - current Deputy	1/5/2018	1/5/2018	2.74	1/5/2018	MBS4	\$ 65,139.95	
32	****VACANT****								
33	FARKAS, ATT LA CHARLES	7/15/1996 - 6/21/1998 CO; 6/22/1998 - 10/31/2002 Deputy; 11/1/2002 - 6/30/2011 Detective; 7/1/2011 - 1/22/2018 Sergeant; 1/23/2018 - 9/30/2018 LE Corporal; 10/1/2018 - current Deputy	7/15/1996	6/22/1998	22.29	6/22/1998	MBS20	\$ 80,113.92	
34	RIVERA, JESUS	1/5/2018 - 2/23/2020 CO; 2/24/2020 - Civilian Deputy Caded; 3/23/2020 - current Deputy	1/5/2018	3/23/2020	0.53	3/23/2020	MBS3	\$ 63,242.67	
35	MARTIN-WHITAKER, DOUGLAS	4/1/2006 - 5/15/07 ECO; 5/16/07 - current Deputy	4/1/2006	5/16/2007	13.39	5/16/2007	MBS13	\$ 80,113.92	
36	H POLITO, MICHAEL	11/16/2005 - 4/21/08 CO; 4/22/08 - 5/31/08 Cadet; 6/1/08 - current Deputy	11/16/2005	6/1/2008	12.34	6/1/2008	MBS12	\$ 80,113.92	
37	DOMINGUEZ, GARRETT S.	9/16/2011 - 3/31/2015 CO; 4/1/2015 - current Deputy	9/16/2011	4/1/2015	5.51	4/1/2015	MBS5	\$ 67,094.15	
38	VEGA, ANDRES (AARON)	4/25/2013 - 3/15/2018 CO; 3/16/2018 - current Deputy	4/25/2013	3/16/2018	2.55	3/16/2018	MBS2	\$ 61,400.65	
39	LOMBARDO, DANNY R.	10/25/1999 - 8/15/2000 CO; 8/16/2000 - current Deputy	10/25/1999	8/16/2000	20.14	8/16/2000	MBS20	\$ 80,113.92	
40	HVERDA, BENJAMIN	5/1/2005 - 2/15/07 CO; 2/16/07 - current Deputy	5/1/2005	2/16/2007	13.63	2/16/2007	MBS13	\$ 80,113.92	
41	WILKINS, JEFFERY	1/4/2011 - 4/15/2014 ECO; 4/16/2014 - 6/19/2014 Cadet; 6/20/2014 - current Deputy	1/4/2011	6/20/2014	6.29	6/20/2014	MBS6	\$ 69,106.97	
42	MUNOZ, ALFREDO JR.	5/1/2008 - 4/30/2015 CO; 5/1/2015 - current Deputy	5/1/2008	5/1/2015	5.42	5/1/2015	MBS5	\$ 67,094.15	
43	SITSLER, NATHANIEL	4/18/2016 - 7/31/2017 CO; 8/1/2017 - current Deputy	4/18/2016	8/1/2017	3.17	8/1/2017	MBS3	\$ 63,242.67	
44	RODGERS, JUSTIN	3/1/2019 - current Deputy	3/1/2019	3/1/2019	1.59	3/1/2019	MBS4	\$ 65,139.95	
45	WEBER, DANIEL	4/1/16 - 6/19/2016 Deputy Cadet (in Academy); 6/20/2016 - current Deputy	4/1/2016	6/20/2016	4.28	6/20/2016	MBS4	\$ 67,094.15	
46	SEMBERA, KRISTIN JUDITH	8/16/2007 - current Deputy	8/16/2007	8/16/2007	13.14	8/16/2007	MBS13	\$ 80,113.92	
47	RAMIREZ, ROGELIO	2/1/2002 - current Deputy	2/1/2002	2/1/2002	18.68	2/1/2002	MBS19	\$ 80,113.92	

DEPUTY

10/1/2020							2/1/2021 IMPLEMENTATION	
SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
48	CHANCE, MICHAEL	9/1/90 - 3/14/92 CO; 3/15/92 - 5/14/93 Deputy; 5-15-93-7/09/98 Investigator; 7/10/98 - 9/2/98 Deputy; 4/1/01 - current Deputy	4/1/2001	4/1/2001	19.52	4/1/2001	MBS19	\$ 80,113.92
49	BARTSCH, BRENT ALLEN	3/27/2006 - current Deputy	3/27/2006	3/27/2006	14.53	3/27/2006	MBS14	\$ 80,113.92
50	ABBOTT, MATTHEW	4/17/2017 - current Deputy	4/17/2017	4/17/2017	3.46	4/17/2017	MBS3	\$ 63,242.67
51	HALSTEAD, ADAM	9/1/2015 - 9/15/2017 Animal Control Officer; 9/16/2017 - current Deputy	9/1/2015	9/16/2017	3 04	9/16/2017	MBS3	\$ 65,139.95
52	PIATT, ZACHARY	2/28/2017 - current Deputy	2/28/2017	2/28/2017	3 59	2/28/2017	MBS4	\$ 65,139.95
53	BRADY, PATRICK	4/1/2016 - 7/17/2016 CO; 7/18/2016 - current Deputy	4/1/2016	7/18/2016	4 21	7/18/2016	MBS4	\$ 67,094.15
54	RODGERS, MATTHEW	9/10/2019 - current Deputy	9/10/2019	9/10/2019	1 06	9/10/2019	MBS1	\$ 59,612.28
55	MCGREEVY, THOMAS	9/3/2013 - current Deputy	9/3/2013	9/3/2013	7 08	9/3/2013	MBS7	\$ 71,180.18
56	MONTEMAYOR, SAMUEL	4/1/2005 - current Deputy	4/1/2005	4/1/2005	15.51	4/1/2005	MBS15	\$ 80,113.92
57	MORENO, MANUEL R.	9/16/2006 - 4/15/08 CO; 4/16/08 - 5/31/08 Cadet; 6/1/08 - current Deputy	9/16/2006	6/1/2008	12.34	6/1/2008	MBS12	\$ 80,113.92
58	CUNNINGHAM, ROLAND	12/22/1994 - 9/30/97 CO; 10/1/97 - current Deputy	12/22/1994	10/1/1997	23.02	10/1/1997	MBS20	\$ 80,113.92
59	LOWE, WESLEY R.	3/1/11 - current Deputy	3/1/2011	3/1/2011	9 59	3/1/2011	MBS9	\$ 75,515.05
60	RONQUILLO, THOMAS	10/1/2019 - current Deputy	10/1/2019	10/1/2019	1 00	10/1/2019	MBS4	\$ 65,139.95
61	POE, CORY	9/24/2019 - current Deputy	9/24/2019	9/24/2019	1 02	9/24/2019	MBS4	\$ 67,094.15
62	DRAKE, JUST N S.	5/1/11 - 5/31/11 CO; 6/1/11 - current Deputy	5/1/2011	6/1/2011	9 34	6/1/2011	MBS9	\$ 75,515.05
63	SPECKELS, DUSTIN KYLE	8/1/2008 - current Deputy	8/1/2008	8/1/2008	12.18	8/1/2008	MBS12	\$ 80,113.92
64	ZESATI, JUAN	8/1/2013 - 9/15/2017 CO; 9/16/2017 - current Deputy	8/1/2013	9/16/2017	3 04	9/16/2017	MBS3	\$ 63,242.67
65	SYLVESTER, JOHN	4/1/2019 - current Deputy	4/1/2019	4/1/2019	1 50	4/1/2019	MBS1	\$ 59,612.28
66	AZAR, JUAN	4/1/2019 - current Deputy	4/1/2019	4/1/2019	1 50	4/1/2019	MBS1	\$ 61,400.65
67	PALOMO, ABRAHAM	4/1/2019 - current Deputy	4/1/2019	4/1/2019	1 50	4/1/2019	MBS1	\$ 63,242.67
68	MAYNARD, TYLER	10/1/2019 - current Deputy	10/1/2019	10/1/2019	1 00	10/2/2019	MBS1	\$ 65,139.95
69	****VACANT****							
70	****VACANT****							
71	ZEDIKER, ERIC SCOTT	1/20/2015 - 4/30/2017 CO; 5/1/2017 - current Deputy	5/1/2017	5/1/2017	3.42	5/1/2017	MBS3	\$ 63,242.67
72	HATCH, JASON CHRISTOPHER	5/1/2014 - 9/30/2016 CO; 10/1/2016 - current Deputy	5/1/2014	10/1/2016	0 00	10/1/2016	MBS3	\$ 63,242.67
73	JOHNSON, KEVIN W.	10/12/1992 - 10/26/1998 CO; 10/27/1998 - 9/31/10 TN CO; 10/1/10 - current TN Deputy	10/12/1992	10/27/1998	21.95	10/27/1998	MBS20	\$ 80,113.92
74	MARTINEZ, DAVID	4/1/2005 - 1/31/11 Maintenance; 2/1/11 - 6/15/2013 CO; 6/16/2013 - current Deputy	4/1/2005	6/16/2013	7 30	6/16/2013	MBS7	\$ 71,180.18
75	THOMPSON-KEY, BARBARA ALAYNE	10/14/1998 - 2/28/07 CO; 3/1/07 - 9/30/10 TN CO; 10/1/10 - current TN Deputy	10/14/1998	3/1/2007	13.60	3/1/2007	MBS13	\$ 80,113.92
76	CLARK, ERIC A.	5/16/2008 - 4/15/2013 CO; 4/16/2013 - 1/9/2017 Deputy; 1/10/2017 - 5/15/2017 CO; 5/16/2017 - current Deputy	5/16/2008	4/16/2013 - 1/9/2017; 5/16/2017	7.12	8/21/2013	MBS7	\$ 71,180.18
77	SCHUELKE, SEAN R.	4/15/98-1/10/99 CO; 1/11/99 - 6/3/99 Corp; 6/4/99 - 11/15/99 Deputy; 10/1/09 - 9/30/10 TN CO; 10/1/10 - current TN Deputy	10/1/2009	10/1/2009	11.01	10/1/2009	MBS11	\$ 80,113.92
78	AMADOR, STEPHEN	10/14/2019 - current Deputy	10/14/2019	10/14/2019	0 97	10/14/2019	MBS1	\$ 59,612.28
79	ANDREWS, MARK	8/6/2007 - 9/15/2013 Env Enf Inv; 9/16/2013 - current Deputy	8/6/2007	8/6/2007	13.16	8/6/2007	MBS13	\$ 80,113.92
80	GREENBERG, ROBERTA	2/6/2017 - 10/15/2019 ECO; 10/16/2019 - 3/22/2020 Civilian Deputy Cadet; 3/23/2020 - current Deputy	2/6/2017	3/23/2020	0 53	3/23/2020	MBS0	\$ 57,876.00
81	CASTILLO, JOSE	6/21/2019 - 10/15/2019 CO; 10/16/2019 - 3/22/2020 Civilian Deputy Cadet; 3/23/2020 - current Deputy	6/21/2019	3/23/2020	0 53	3/23/2020	MBS0	\$ 59,612.28
82	BISHOP, MICHAEL EVAN	4/16/10 - 5/31/11 CO; 6/1/11 - current Deputy	4/16/2010	6/1/2011	9 34	6/1/2011	MBS9	\$ 75,515.05
83	MADDOCKS, DAVID WALTER	3/2/2015 - 6/19/2016 CO; 6/20/2016 - current Deputy	3/2/2015	6/20/2016	4 28	6/20/2016	MBS4	\$ 65,139.95
84	ADAMS, CHRISTOPHER	6/4/2018 - current Deputy	6/4/2018	6/4/2018	2 33	6/4/2018	MBS4	\$ -
85	HALTERMANN, STEFAN	4/1/2019 - current Deputy	4/1/2019	4/1/2019	1 50	4/1/2019	MBS1	\$ 59,612.28
86	LARSON, JOSHUA	3/7/2019 - current Deputy	3/7/2019	3/7/2019	1 57	3/7/2019	MBS1	\$ 61,400.65
87	SMITH, KOREY	4/1/2019 - current Deputy	4/1/2019	4/1/2019	1 50	4/1/2019	MBS1	\$ 63,242.67
88	JANKORD, KORYN	4/1/2019 - current Deputy	4/1/2019	4/1/2019	1 50	4/1/2019	MBS1	\$ 65,139.95
89	HERRING, W LLIAM	4/27/2018 - 3/31/2020 CO; 4/1/2020 - current Deputy	4/27/2018	4/1/2020	0 00	4/1/2020	MBS0	\$ 57,876.00
90	BARKLEY, JESSICA	9/16/2012 - 3/31/2015 CO; 4/1/2015 - current Deputy	9/16/2012	4/1/2015	5 51	4/1/2015	MBS5	\$ 67,094.15
91	MOONEY, PAUL	3/16/2013 - 4/15/2014 CO; 4/16/2014 - 6/19/2014 Cadet; 6/20/2014 - current Deputy	3/16/2013	6/20/2014	6 29	6/20/2014	MBS6	\$ 69,106.97
92	SCHAFER, ANTHONY	9/3/2013 - current Deputy	9/3/2013	9/3/2013	7 08	9/3/2013	MBS7	\$ 71,180.18

DEPUTY

10/1/2020							2/1/2021 IMPLEMENTATION	
SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
93	VOS, CAR N	9/6/2019	9/6/2019	9/6/2019	1 07	9/6/2019	MBS1	\$ 59,612.28
94	AVALOS, STEVE	12/1/2002 - 04/30/2009 Deputy; 8/21/2017 - current Deputy	8/21/2017	8/21/2017	3.12	8/21/2017	MBS6	\$ 69,106.97
95	DELEON, RODRIGO	4/1/2019 - current Deputy	4/1/2019	4/1/2019	1 50	4/1/2019	MBS1	\$ 59,612.28
96	KOPEC, KEITH	7/10/2018 - current Deputy	7/10/2018	7/10/2018	2.23	7/10/2018	MBS2	\$ 61,400.65
97	VARGAS-TREJO, ROLAND	4/27/2018 - 10/15/2019 CO; 10/16/2019 - 3/22/2020 Civilian Deputy Cadet; 3/23/2020 - current Deputy	4/27/2018	3/23/2020	0.53	3/23/2020	MBS0	\$ 57,876.00
98	DALTON, JAMES	8/27/2018 - current Deputy	8/27/2018	8/27/2018	2.10	8/27/2018	MBS4	\$ 65,139.95
99	SALAZAR, ROY	3/15/2019 - current Deputy	3/15/2019	3/15/2019	1.55	3/15/2019	MBS1	\$ 67,094.15
100	HAYLES, MATTHEW	6/18/2019 - current Deputy	6/18/2019	6/18/2019	1.29	6/18/2019	MBS4	\$ 69,106.97
101	WHITE, MATT	2/10/2017 - 5/31/2019 CO; 6/1/2019 - current Deputy	2/10/2017	6/1/2019	1 34	6/1/2019	MBS1	\$ 71,180.18
102	VERETTE, RONALD WADE	7/5/1999 - 9/30/2000 CO; 10/1/2000 - 3/31/2006 Deputy; 4/1/2006 - 11/30/2014 Detective; 12/1/2014 - current Deputy	7/5/1999	10/1/2000	20.01	10/1/2000	MBS20	\$ 80,113.92
103	GAMBLE, DAVID B.	10/16/11 - current Deputy	10/16/2011	10/16/2011	8 97	10/16/2011	MBS9	\$ 75,515.05
104	BOTTOMS, GARY	10/24/2013 - current Deputy	10/24/2013	10/24/2013	6 94	10/24/2013	MBS7	\$ 71,180.18
105	HOFFMAN, JOHN	5/16/2017 - current Deputy	5/16/2017	5/16/2017	3 38	5/16/2017	MBS3	\$ 63,242.67
106	BLUNDELL, BUCK	2/10/1998-5/23/1999 CO; 7/16/2009 - 4/24/2015 Deputy; 11/16/2018 - current Deputy	11/16/2018	11/16/2018	1 88	11/16/2018	MBS4	\$ 80,113.92

Lateral Entry

LE CORPORAL

10/1/2020

2/1/2021 IMPLEMENTATION

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date
1	BAKER, JENNIFER ANN	11/21/2001 - 1/31/2004 ACO; 2/1/2004 - 8/19/2004 Foren Photo; 8/20/2004 - 1/2/2013 Deputy; 1/3/2013 - 2/20/2018 Sergeant; 2/21/2018 - current LE Corporal	11/21/2001	8/20/2004	16.13	8/20/2004
2	WAHLERT, BRIAN EDWARD	11/16/2015 - 2/28/2019 Deputy; 3/1/2019 - current LE Corporal	11/16/2015	11/16/2015	4.88	11/16/2015
3	MARSHALL, DAVID JERARD	1/1/2010 - 12/12/2010 ECO; 12/13/2010 - 8/31/2012 ACO; 9/1/2012 - 7/15/17 Deputy TN; 7/16/17 - current LE Corporal	1/1/2010	9/1/2012	8.09	9/1/2012
4	GIESELMAN, BENJAMIN R.	11/17/2014 - 4/17/2016 CO; 4/18/2016 - 6/19/2016 Deputy Cadet (in Academy); 6/20/2016 - 8/11/2019 Deputy; 8/12/2019 - current LE Corporal	11/17/2014	6/20/2016	4.28	6/20/2016
5	FULLER, CHASE	4/16/2014 - 6/19/2014 Cadet; 6/20/2014 - 9/15/18 Deputy; 9/16/18 - current LE Corporal	4/16/2014	6/20/2014	6.29	6/20/2014
6	MAYES, TROY DEWAYNE	8/1/2009 - 4/15/2017 Deputy; 4/16/2017 - current Detective	8/1/2009	8/1/2009	11.18	8/1/2009
7	TERREO, TRAVIS	4/16/2014 - 6/19/2014 Cadet; 6/20/2014 - 2/28/2019 Deputy; 3/1/2019 - current LE Corporal	4/16/2014	6/20/2014	6.29	6/20/2014
8	WOODARD, KELLY RAY	7/6/1998 - 10/25/98 CO; 10/26/98 - 10/2/01 Deputy; 10/3/01 - current Detective	7/6/1998	10/26/1998	21.95	10/26/1998
9	MCNIEL, LISA CAMILLE	3/27/2006 - 7/31/2017 Deputy; 8/1/2017 - current LE Corporal	3/27/2006	3/27/2006	14.53	3/27/2006
10	WRAY, NELSON MARK	9/16/2002-6/20/2004 CO; 6/21/2004 - 5/30/2008 Deputy; 7/16/2009 -12/31/2012 Deputy; 1/1/2013 - current Detective	7/16/2009	7/16/2009	11.22	7/16/2009
11	BLANCHARD, ROBERT KYLE	5/16/2014 - 1/31/2015 CO; 2/1/2015 - 7/17/2019 Deputy; 7/18/2019 - current LE Corporal	5/16/2014	2/1/2015	5.67	2/1/2015
12	LYSEK, KYRI B.	6/16/2011 - 1/15/2017 Deputy; 1/16/2017 - current Detective	6/16/2011	6/16/2011	9.30	6/16/2011
13	TREAT, LEIGH C.	3/1/11 - 7/15/17 Deputy; 7/16/17 - current LE Corporal	3/1/2011	3/1/2011	9.59	3/1/2011
14	MITCHELL, CAMERON	9/16/2015 - 5/15/2019 Deputy; 5/16/2019 - current LE Corporal	9/16/2015	9/16/2015	5.05	9/16/2015
15	CARPENTER, BRIAN PAUL	7/17/2015 - 8/31/2015 CO; 9/1/2015 - 5/15/2019 Deputy; 5/16/2019 - current LE Corporal	7/17/2015	9/1/2015	5.09	9/1/2015
16	MCLEOD, ADAM	4/16/2014 - 6/19/2014 Cadet; 6/20/2014 - 2/28/2018 Deputy; 3/1/2018 - current LE Corporal	4/16/2014	6/20/2014	6.29	6/20/2014
17	LUCIO, STEVEN M.	5/1/2006 - 9/30/2018 Deputy; 10/1/2018 - current LE Corporal	5/1/2006	5/1/2006	14.43	5/1/2006
18	GRABARKEWITZ, TEDDY W.	4/1/89-5/31/91 CO; 10/9/92 - 9/30/93 CO; 10/1/93 - 8/31/94 Corp; 9/1/94 - 9/30/98 Deputy; 10/1/98 - 3/31/00 Detective; 4/1/00 - 4/30/01 Sgt; 5/1/01 - current Detective	10/9/1992	9/1/1994	26.10	9/1/1994
19	RAINES, GERALD	12/1/2011 - 2/15/2015 CO; 2/16/2015 - 5/15/2019 Deputy; 5/16/2019 - current LE Corporal	12/1/2011	2/16/2015	5.63	2/16/2015
20	SPITZER, JOHN	5/7/2004 - 10/31/2011 ECO; 11/1/2011 - 2/15/2015 Deputy; 2/16/2015 - current Detective	5/7/2004	11/1/2011	8.92	11/1/2011
21	CROW, CHASE	6/1/2012 - 4/15/2014 CO; 4/16/2014 - 6/19/2014 Cadet; 6/20/2014 - 1/31/2019 Deputy; 2/1/2019 - current LE Corporal	6/1/2012	6/20/2014	6.29	6/20/2014
22	MILLER, ZACHARY DAVID	9/1/2009 - 5/31/2011 CO; 6/1/2011 - current Deputy	9/1/2009	6/1/2011	9.34	6/1/2011
23	WHITE, SEAN	2/25/2013 - 4/15/2018 Deputy; 4/16/2018 - current LE Corporal	2/25/2013	2/25/2013	7.60	2/25/2013

MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
MBS16	\$ 86,457.06
MBS5	\$ 72,406.43
MBS8	\$ 79,120.46
MBS4	\$ 70,297.50
MBS6	\$ 74,578.62
MBS11	\$ 86,457.06
MBS6	\$ 74,578.62
MBS20	\$ 86,457.06
MBS14	\$ 86,457.06
MBS11	\$ 86,457.06
MBS6	\$ 74,578.62
MBS9	\$ 81,494.07
MBS9	\$ 83,938.89
MBS5	\$ 72,406.43
MBS5	\$ 72,406.43
MBS6	\$ 74,578.62
MBS14	\$ 86,457.06
MBS20	\$ 86,457.06
MBS5	\$ 72,406.43
MBS9	\$ 81,494.07
MBS6	\$ 74,578.62
MBS9	\$ 81,494.07
MBS7	\$ 76,815.98

**SERGEANT**

10/1/2020

2/1/2021 IMPLEMENTATION

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date
1	YOUNG, JAMES	11/13/1995-5/21/1998 CO; 5/22/1998 - 10/23/2001 Deputy; 11/16/2002 - 4/15/2008 Deputy; 4/16/2008 - current Sgt	11/16/2002	11/16/2002	17.89	11/16/2002
2	WASKO, MATTHEW J.	12/1/2005 - 1/31/2010 Deputy; 2/1/2010 - current LE Sgt	12/1/2005	12/1/2005	14.84	12/1/2005
3	DORING, BRAD	10/1/2002 - 10/31/2005 CO; 11/1/2005 - 6/30/2011 Deputy; 7/1/2011 - 2/5/2017 Detective; 2/6/2017 - 1/31/2018 LE Corporal; 2/1/2018 - current LE Sergeant	10/1/2002	11/1/2005	14.93	11/1/2005
4	CARPENTER, KENNETH	12/1/2001 - 12/31/2012 Deputy; 1/1/2013 - 4/15/2017 Detective; 4/16/2017 - current LE Sergeant	12/1/2001	12/1/2001	18.85	12/1/2001
5	JORDAN, JEFFREY	7/20/98-4/30/03 CO; 6/1/05 - 4/30/07 CO; 5/1/07 - 3/15/13 Deputy; 3/16/13 - 11/30/2016 Detective; 12/1/2016 - current Sergeant	6/1/2005	5/1/2007	13.43	5/1/2007
6	TREAT, CHRIS RENE	4/1/2005 - 4/30/2010 Deputy; 5/1/2010 - 6/30/2011 Detective; 7/1/2011 - current Sergeant	4/1/2005	4/1/2005	15.51	4/1/2005
7	MARTINEZ, LENNY	11/16/1993 - 10/1/1995 CO; 10/2/1995 - 6/30/1997 Corporal; 7/1/1997 - 3/31/2006 Deputy; 4/1/2006 - 3/8/2018 LE Corporal; 3/9/2018 - current LE Sergeant	11/16/1993	7/11/1997	23.24	7/11/1997
8	OPIELA, MARK RYAN	5/10/1999 - 11/15/2001 ACO; 11/16/2001 - 6/30/2002 CO; 7/1/2002 - 4/15/2010 Deputy; 4/16/2010 - 9/15/18 Detective; 9/16/18 - current LE Sergeant	5/10/1999	7/1/2002	18.27	7/1/2002
9	SMITH, JASON	3/16/2001 - 9/15/2008 Deputy; 9/16/2008 - 6/30/2011 Detective; 7/1/2011 - current Sgt	3/16/2001	3/16/2001	19.56	3/16/2001
10	TORRES, RONNY WALTER	8/16/2006 - 9/30/2013 Deputy; 10/1/13 - 2/7/2018 Detective; 2/8/2018 - current LE Sergeant	8/16/2006	8/16/2006	14.14	8/16/2006
11	WATKINS, RYAN D.	4/16/2009 - 9/15/09 Cadet; 9/16/09 - 2/28/2017 Deputy; 3/1/2017 - 2/28/2019 Detective; 3/1/2019 - current LE Sergeant	4/16/2009	9/16/2009	11.05	9/16/2009
12	CUNNINGHAM, STEVE WAYNE	10/12/1990 - 3/15/2009 Deputy; 3/16/2009 - current LE Sgt	10/12/1990	10/12/1990	29.99	10/12/1990
13	HAYDEN, RYAN	6/16/11 - 7/15/2015 Deputy; 7/16/2015 - 2/28/2019 LE Corporal/Detective; 3/1/2019 - current LE Sergeant	6/16/2011	6/16/2011	9.30	6/16/2011
14	VILLARREAL, JUAN C.	12/23/94-3/4/98 CO; 4/1/06 - 7/15/2017 Deputy; 7/16/2017 - 7/31/2019 LE Corporal; 8/1/2019 - current LE Sergeant	4/1/2006	4/1/2006	14.51	4/1/2006
15	CARRANZA, EUGENE M.	9/21/1995 - 7/19/1998 CO; 7/20/1998 - 6/25/2000 Deputy; 6/26/2000 - 3/15/2013 Detective; 3/16/2013 - current Sergeant	9/21/1995	7/20/1998	22.22	7/20/1998
16	ANDREWS, MICHAEL	12/1/2008 - 3/15/2013 Deputy; 3/16/2013 - 9/30/2013 Corporal TN; 10/1/2013 - 5/15/2019 Detective; 5/16/2019 - current LE Sgt	12/1/2008	12/1/2008	11.84	12/1/2008
17	PULPAN, CLINTON WAYNE	5/1/2007 - 11/30/2014 Deputy; 12/1/2014 -11/20/2017 Detective/LE Corporal; 11/21/2017 - current LE Sergeant	5/1/2007	5/1/2007	13.43	5/1/2007

MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
MBS18	\$ 93,490.00
MBS15	\$ 93,490.00
MBS15	\$ 93,490.00
MBS19	\$ 93,490.00
MBS13	\$ 93,490.00
MBS15	\$ 93,490.00
MBS20	\$ 93,490.00
MBS18	\$ 93,490.00
MBS19	\$ 93,490.00
MBS14	\$ 93,490.00
MBS11	\$ 93,490.00
MBS20	\$ 93,490.00
MBS9	\$ 88,123.29
MBS14	\$ 93,490.00
MBS20	\$ 93,490.00
MBS12	\$ 93,490.00
MBS13	\$ 93,490.00

**INSPECTOR**

10/1/2020

2/1/2021 IMPLEMENTATION

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Corrections/Deputy/Deputy Constable Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date
1	****VACANT****					

MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation

LIEUTENANT

10/1/2020

2/1/2021 IMPLEMENTATION

SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
1	STRAIN, RONALD KEITH	10/7/1998 - 10/5/2001 Deputy; 10/6/2001 - 9/30/2002 LE Sgt; 10/1/2002 - 1/12/2007 LE Capt; 1/13/2007 - 2/28/2010 LE Sgt; 3/1/2010 - current LE Lt	10/7/1998	10/7/1998	22.00	10/7/1998	MBS20	\$ 102,954.33
2	FAULKNER, JOE RAY	7/15/1997 - 10/13/1999 CO; 10/14/1999 - 8/15/2004 Deputy; 8/16/2004 - 6/30/2011 Sgt; 7/1/2011 - current Lt	7/15/1997	10/14/1999	20.98	10/14/1999	MBS20	\$ 102,954.33
3	GUTIERREZ, DENNIS	2/9/1988 - 4/30/1988 part time CO; 5/1/1988 - 12/31/1988 full time Jail; 1/1/1989 - 3/31/1991 Deputy; 4/1/1991 - 7/31/1992 Investigator; 8/1/1992 - 9/14/1992 Sgt; 9/15/1992 - 12/31/1996 Lt; 1/1/1997 - 6/8/1997 Captain; 6/9/1997 - 9/30/2006 Sgt; 10/1/2006 - 9/30/2010 Lt; 10/1/2010 - 6/30/2011 Sgt; 7/1/2011 - current Lt	2/9/1988	1/1/1989	31.77	1/1/1989	MBS20	\$ 102,954.33
4	RFFE, MARSHALL TODD	8/30/1996 - 5/21/1998 CO; 5/22/1998 - 1/24/2000 Deputy; 1/25/2000 - 4/30/2007 Detective; 5/1/2007 - 6/30/2011 Sgt; 7/1/2011 - current Lt	8/30/1996	5/22/1998	22.38	5/22/1998	MBS20	\$ 102,954.33
5	CRAIGMILE, JON ALLAN	12/15/1992 - 4/30/1994 Medic; 5/1/1994 - 4/24/1995 Medical Supv; 4/15/1995 - 7/30/1995 Medic; 8/1/1995 - 3/30/2005 Medical Supv; 4/1/2005 - 8/31/2013 Deputy; 9/1/2013 - 2/28/2017 Detective; 3/1/2017 - 6/30/2019 Sergeant; 7/1/2019 - current Lieutenant	12/15/1992	4/1/2005	15.51	4/1/2005	MBS15	\$ 102,954.33
9	WRAY, ANDREW S.	9/1/1992 - 12/31/1994 CO; 1/1/1995 - 2/18/1999 Deputy; 2/19/1999 - 5/15/2019 LE Sgt; 5/16/2019 - current LE Lieutenant	9/1/1992	9/1/1992	28.10	9/1/1992	MBS20	\$ 102,954.33
10	BRIGGS, MICHAEL ALAN	6/16/2001 - 6/20/2004 CO; 6/21/2004 - 6/30/2011 Deputy; 7/1/2011 - 12/31/2012 Detective; 1/1/2013 - 1/31/2018 LE Sergeant; 2/1/2018 - current LE Lieutenant	6/16/2001	6/21/2004	16.29	6/21/2004	MBS16	\$ 102,954.33
11	SMITH, SHANE EVERETT	11/1/2005 - 5/3/2010 Deputy; 6/1/2010 - 1/31/2018 LE Sergeant; 2/1/2018 - current LE Lieutenant	11/1/2005	11/1/2005	14.93	11/1/2005	MBS15	\$ 102,954.33
13	MALLOW, MICHAEL CHRISTOPHER	1/4/1999 - 4/30/2002 Lead ECO; 5/1/2002 - 6/15/2007 Deputy; 6/16/2007 - 6/30/2011 Detective; 7/1/2011 - 2/28/2019 current Sergeant; 3/1/2019 - current Lieutenant	1/4/1999	5/1/2002	18.43	5/1/2002	MBS18	\$ 102,954.33

CAPTAIN

10/1/2020

2/1/2021 IMPLEMENTATION

SLO T NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Corrections/De puty/Deputy Constable Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversar y Date	2/1/2021 IMPLEMENTATION	
							MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
1	CUMBERLAND, MARK WILLIAM	9/2/1996 - 5/22/97 CO; 5/23/97 - 10/31/98 Deputy; 11/1/98 - 6/15/01 Detective; 6/16/01 - 1/15/07 LE Sgt; 1/16/07 - 2/28/11 LE Lt; 3/1/11 - 10/15/12 LE Capt; 10/16/12 - 11/30/2014 Jail Capt; 12/1/2014 - current LE Captain	9/2/1996	9/2/1996	24.10	9/2/1996	MBS20	\$ 113,626.75
3	BURNS, DAV D G.	11/13/1995-5/31/1996 CO; 6/1/1996-9/30/1997 Deputy; 10/1/1997-1/23/2000 Detective; 1/24/2000-4/15/2000 Deputy; 4/16/2000-4/30/2001 Detective; 5/1/2001-6/30/2002 Sgt; 7/1/2002-3/30/2008 Alertt Sgt; 4/1/2008-1/31/2010 Lt; 2/1/2010 - 1/31/2013 Dir of Tng Alertt; 2/1/2013 - 5/4/2015 Sergeant; 5/5/2015 - 5/15/2019 Lieutenant; 5/16/2019 - current Captain	11/13/1995	6/1/1996	24.35	6/1/1996	MBS20	\$ 113,626.75



INSPECTOR OPR

10/1/2020							2/1/2021 IMPLEMENTATION	
SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Corrections/Deputy/Deputy Constable Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation
1	VENNER, ROD	4/18/2016 - 12/15/2016 Deputy; 12/16/2016 - 6/26/2019 Inspector; 6/27/2019 - current OPR Inspector	4/18/2016	4/18/2016	4.46	4/18/2016	MBS4	\$ 86,333.52

Lateral Entry

DEPUTY CONSTABLE

							10/1/2020		2/1/2021 IMPLEMENTATION	
SLOT NO	EMPLOYEE	Position History Detail	Most Recent Employment Date	Dates in Current Career Track including previous HC employment with less than one year break	YOS in Current Career Track including previous YOS with less than one year break as of 10/1/20	Anniversary Date	MBS as of 2/1/2021	Salary as of 2/1/2021 Implementation		
1	FLORES, ALICE	8/16/2016 - current DC	8/16/2016	8/16/2016	4.13	8/16/2016	MBS3	\$ 60,231.11		
2	ALMENDAREZ, RAM RO	1/30/18 - current DC	1/30/2018	1/30/2018	2.67	1/30/2018	MBS5	\$ 63,899.19		
3	VILLALPANDO, ERIC	2/1/2009 - 4/5/2013 CO; 4/8/2013 - current DC	2/1/2009	4/8/2013	7.49	4/8/2013	MBS7	\$ 67,790.65		
4	CHEATHAM, FRANK	7/16/03 - 3/31/05 CO ; 4/1/05 - 1/20/09 Animal Control Officer; 1/21/09 - 1/23/15 Animal Control Supv; 1/24/15 - current Deputy Constable	7/16/2003	1/21/2009	11.70	1/21/2009	MBS8	\$ 69,824.37		
5	ELLER, ROBERT	1/3/2017 - current DC	1/3/2017	1/3/2017	3.75	1/3/2017	MBS7	\$ 71,919.10		
6	CHASSE, PATRICK	11/1/11 - 2/21/19 Deputy; 2/22/19 - current Deputy Constable	11/1/2011	11/1/2011	8.92	11/1/2011	MBS5	\$ 63,899.19		
7	DE LA ROSA, MANUEL	8/1/2009 - 12/31/2012 Deputy; 1/1/2013 - 1/27/2017 Detective; 7/18/2017 - 2/25/2018 Reserve Deputy Constable; 2/1/2019 - current Deputy Constable	2/1/2019	2/1/2019	1.67	2/1/2019	MBS5	\$ 63,899.19		
8	TORRES, DONNY	12/1/2016 - current DC	12/1/2016	12/1/2016	3.84	12/1/2016	MBS7	\$ 67,790.65		
9	GASSMANN, KALEY	10/18/2018 - 10/31/2018 Unpaid Reserve Deputy Constable; 11/1/2018 - current Deputy Constable	10/18/2018	10/18/2018	1.96	10/18/2018	MBS2	\$ 58,476.81		
10	HAM LTON, BLAINE EDWARD	12/1/2005 - current DC	12/1/2005	12/1/2005	14.84	12/1/2005	MBS15	\$ 76,298.97		
11	ZUEHLKE, JIMMY	1/3/2017 - current DC; 1/16/2013 - 1/2/2017 Deputy	1/16/2013	1/16/2013	7.71	1/16/2013	MBS8	\$ 69,824.37		
12	BRIDGES, ALLEN MICHAEL	9/20/2010 - current DC	9/20/2010	9/20/2010	10.04	9/20/2010	MBS10	\$ 74,076.67		
13	FEAGAN, MICHAEL	1/3/2017 - current DC	1/3/2017	1/3/2017	3.75	1/3/2017	MBS7	\$ 67,790.65		
14	GRUMBLES, GREG	8/16/2016 - current DC	8/16/2016	8/16/2016	4.13	8/16/2016	MBS4	\$ 62,038.05		
15	VARELA, MICHAEL	8/16/2016 - 11/20/2017 Unpaid Reserve Deputy Constable; 11/21/2017 - current DC	8/16/2016	11/21/2017	2.86	11/21/2017	MBS5	\$ 63,899.19		
16	VASQUEZ, ROBERT	1/17/2017 - present DC	1/17/2017	1/17/2017	3.71	1/17/2017	MBS4	\$ 62,038.05		
17	SHELLHORN, JOHN	1/13/2012 - 7/13/2012 Reserve Deputy Constable; 7/24/2017 - current Deputy Constable	7/24/2017	7/24/2017	3.19	7/24/2017	MBS4	\$ 62,038.05		
18	GRAHAM, DAV D J.	4/11/2017 - current Deputy Constable	4/11/2017	4/11/2017	3.48	4/11/2017	MBS3	\$ 60,231.11		
19	TOMLIN, DONALD K.	4/1/2017 - current DC	4/1/2017	4/1/2017	3.50	4/1/2017	MBS3	\$ 62,038.05		
20	CHEATHAM, CODY LEE	5/25/09 - 4/30/12 ECO; 5/1/12 - 7/31/12 CO; 8/1/12 - 12/31/16 Deputy; 1/1/2017 - current DC	5/25/2009	8/1/2012	8.17	8/1/2012	MBS7	\$ 67,790.65		
21	PIATT, JR., EARL	4/3/2017 - current DC	4/3/2017	4/3/2017	3.50	4/3/2017	MBS3	\$ 65,816.16		
22	****VACANT****									
23	WILLIAMS, JR., CHARLES E.	1/13/15 - current Deputy Constable	1/13/2015	1/13/2015	5.72	1/13/2015	MBS7	\$ 67,790.65		
24	DEWAR, PORTER	8/11/2020 - current Deputy Constable	8/11/2020	8/11/2020	0.14	8/11/2020	MBS1	\$ 56,773.60		
29	DUGG NS, DELTON	1/2/1997 - 11/2/2001 Deputy; 6/2/2020 - current DC	6/2/2020	6/2/2020	0.33	6/2/2020	MBS3	\$ 60,231.11		

**EXHIBIT C**  
**EMPLOYEES' BILL OF RIGHTS**

A. Contacts

1. An investigator shall make every attempt to contact the employee at a reasonable time and place, and to conduct the interview during the employee's normal tour of duty.
2. If the employee is caused to return to duty for the purpose of any interview, the county shall be required to compensate the employee at the current compensation rate in effect for call-back.

B. Telephone Interviews

Interviews held by telephone must indicate the person interviewing the employee, the time, place, and date, which must be reasonable, and the nature of the allegations or act. If the investigator reduces the recording to writing, the employees involved shall be furnished with an accurate transcript of the conversation which they in turn must proofread for error and then sign under the seal of a notary or authorized Peace Officer.

C. Investigations and Polygraph Examinations

1. Employees shall be entitled to all legal rights including:

- a. Notice of allegation.

- (1) The involved employee shall be given a copy of the *Personnel Complaint* form signed by the reporting party and/or the supervisor who completed the form, within a reasonable time after the complaint is filed. A "reasonable time" is generally to be interpreted as being at the time of the employee's investigative interview; however, this does not apply to an investigation that takes place immediately after an incident occurs. In such instances, the involved employee shall be furnished with a copy of the *Personnel Complaint* form as soon as practicable.

- (2) A document acknowledging receipt by the employee shall be required when the involved employee receives a copy of the *Personnel Complaint* form.

- b. Nature of criminal, civil, or administrative charges.

- c. Appropriate constitutional warning, in the case of a criminal investigation.

- d. List of witnesses alleging a violation may be provided at the Chief Deputy's discretion.

- e. Right to advice by counsel outside of the interview.

2. The investigator shall inform the employee whether they are being interviewed as a witness or an involved party.
3. If at any time the nature of the investigation encompasses criminal matter where the employee could be criminally charged, the employee shall be informed they are being interviewed as a suspect, and shall have the right to constitutional warning, privilege against self-incrimination, and right to counsel.
4. The employee shall enjoy reasonable freedoms during the investigation, including smoking, drinking, restroom privileges, and telephone calls.
5. The investigator shall in no way subject the employee to harsh, abusive language or humiliating treatment and if said treatment occurs, the exception shall be recorded in the interview record.
6. Interviews must be related to the act alleged.
7. The employee must answer all questions truthfully and not withhold any pertinent information.
8. Any employee attempting to influence or interfere with an investigative action, other than through prescribed channels, shall be subject to disciplinary action.
9. In investigative actions where citizens of the community are contacted as to the character of the employee at the request of the employee being investigated, it shall be the responsibility of the investigator instituting such interviews to re-contact the citizen and advise them of the outcome of the investigation.
10. The Sheriff has the authority to require an employee to take a polygraph for the purposes of an investigation.
11. Employees shall not be required to sign any document indicating that they were not under duress when undergoing a polygraph examination at the direction of the Sheriff.
12. In polygraph examinations, except for preliminary control questions, questions must be specifically addressed to the particular allegations charged in the original investigation.
13. Employees shall have the right to know if their OPR interview is being recorded. They shall also:
  - a. Have the right to bring their recording device to the interview.
  - b. Both parties must be aware of all recordings.
  - c. The device must be in full sight.

d. If the recorded interview is to be used in an OPR case investigation, it will normally be reduced to writing.

e. If the employee requests a copy of their transcript:

(1) the employee shall be furnished with a transcript or recording of their interview.

(2) they must initial the transcript for error.

(3) said employees must sign the transcript under the seal of a notary.

14. All internal affairs investigations shall be used exclusively by administration and shall not be released to outside agencies without the permission of the Sheriff.

#### D. Right to Counsel

All employees shall have the right to be represented by counsel, at no cost to the employee, when civil suits are instigated against them as a result of a situation arising out of the normal duties required by their position, providing they are acting within the scope of their assignment.

#### E. Internal Investigation Warning

The following warning shall be given to any employee before the interview begins:

*“You are advised that you are being questioned as part of an official investigation of the Sheriff’s Office. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws of the State of Texas and the United States of America and rules and regulations of the Hays County Sheriff’s Office. You are further advised that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to Sheriff’s Office disciplinary action which could result in your dismissal from the Sheriff’s Office. These statements may be used against you in relation to subsequent Sheriff’s Office administrative charges.”*

**EXHIBIT D**  
**SHERIFF'S PERTINENT EXISTING POLICIES**  
**AS OF THE EFFECTIVE DATE**

**204.00 ACCIDENT REVIEW BOARD**

**204.1 DEFINITIONS**

- A. The Accident Review Board is responsible for reviewing all Sheriff's Office vehicle accidents or incidents for the purpose of determining all relevant facts relating to cause and a ruling of chargeable or non-chargeable.
1. A vehicle accident is defined as any collision between any two (2) or more vehicles, a vehicle and an object, or a vehicle and a pedestrian (excluding wild or domestic animals).
  2. An incident is defined as any action other than a vehicle accident, resulting in damage to the Sheriff's vehicle, or any other property damaged by the Sheriff's vehicle. The supervisor having such damage reported shall complete necessary employee-involved accident forms and any necessary attachments concerning the damage and distribute as directed. All such incidents that are deemed necessary by the appropriate Bureau Captain or his designee, as outlined in this order shall be reviewed by the Accident Review Board with a ruling of chargeable or non-chargeable and preventable or non-preventable, decided by that board.
- B. The Accident Review Board shall consist of one (1) sergeant, who will serve as the chair, facilitates meetings, one (1) sergeant, one (1) detective/corporal, two (2) deputies and the Inventory Specialist from the Support Services Bureau, who will perform the duties as the Accident Review Board Coordinator, Historian and Records Depository.
- C. Members of the board shall be briefed by the accident review board Coordinator in the operational procedures of the board before being given the responsibility of reviewing accident/incident packets or serving as chair.
- D. The chair shall be responsible for conducting the board meetings and ensuring that all aspects of the accident/incident cases are reviewed. It shall be the accident review board coordinator's responsibility to prepare documentation relating to findings of the board on each accident/incident reviewed. Such documentation shall contain the board's conclusions and recommendation as to the classification of the accident, and evidence and explanations to support these findings.
- E. The Accident Review Board Inventory Specialist shall be responsible for maintaining a records system on all decisions and recommendations of the board as well as:
1. Ensure that board meetings are scheduled and all affected persons notified.
  2. Inform affected employee when their accident will be reviewed and that, at their discretion, they may attend the hearing.
  3. Ensure that all information relating to the accident is available to board

- members.
- 4. Attend all meetings as a non-voting member.
- 5. Serve as liaison for the Accident Review Chair and its members.

## **204.2 FUNCTIONS**

- A. The Accident Review Board shall meet monthly, or as needed if there are no accidents to review during any given month, at a location, time, and date set by the accident review board Coordinator.
- B. The Accident Review Board shall classify all accidents and incidents investigated for classification purposes as follows:
  - 1. Preventable - the employee is found to be in violation of a traffic law or Sheriff's Office regulation which is a contributory factor in the accident. Consideration will be given to whether the vehicle was being operated in such a way as to make reasonable allowances for prevailing road, weather, and traffic conditions, light variables, vehicle condition, driver condition, and the mistakes of others in an effort to avoid involvement in an accident. The Accident Review Board shall include the specific law violated by using the *Texas Transportation Code* and/or the Sheriff's Office regulations.
  - 2. Non-Preventable - the employee is found not to be in violation of a traffic law and/or Sheriff's Office regulations.
- C. Damages to Vehicles:

Amount of damages shall be determined by the Hays County Sheriff's Office Vehicle Fleet Supervisor and/or outside adjuster, when necessary. It shall be the responsibility of the reporting employee/supervisor to personally deliver the vehicle, if drivable, to the Sheriff's Vehicle Service Shop and report in person or electronically to the Vehicle Fleet Supervisor immediately after any accident/incident. If the vehicle is not drivable, it will be towed to the Vehicle Service Shop, unless the Vehicle Fleet Supervisor has provided the wrecker company other instructions as to the location to where the vehicle is to be taken. The fleet supervisor or designee shall obtain wrecker damage estimates and repairs. Release of the vehicle will require the approval of Vehicle Fleet Supervisor. When mechanical failure is suspected to be the cause of an accident/incident, the supervisor will be responsible to ensure that the vehicle is towed to the Vehicle Service Shop and a written report is forwarded to the respective Captain under whom the employee who had the accident works. If the employee involved in the accident is a Captain or employee of higher rank, the report will be sent directly to the Sheriff. An inspection shall be performed by a Vehicle Maintenance Technician or outside mechanical specialist if necessary and a written report confirming or denying the failure shall be submitted by the technician or mechanic through the proper channels, including a copy to the Accident Review Board Inventory Specialist for placement in the employee's accident packet.
- D. Accident Review Board findings:

1. In accidents in which an employee's conduct is such that the Sheriff's Office safety rules and regulations are jeopardized, removal from driving status as well as other appropriate corrective action may be considered for recommendation to the employee's supervisor. Examples:
  - a. Drinking; Illegal drug use; legal drug use without regard for the side effects of the medication.
  - b. Irresponsible action - when it pertains to securing proper rest.
  - c. Misuse or destruction of police equipment.
  - d. Failure to report an accident/incident.
  - e. Misstatement of facts concerning an accident or incident.
  - f. When competent medical opinion indicates that a physical or mental condition exists that would render an individual unsafe to operate a vehicle for the Sheriff's Office.
  - g. Flagrant disregard for the law, public safety, and the rules, regulations, and procedures contributing to an accident.
  - h. Employee history of frequent minor/major accidents
2. Copies of the board's findings shall be forwarded by the accident review board Coordinator within ten (10) days to:
  - a. The affected employee's immediate supervisor, reviewing the board's findings will forward a written report detailing any additional information, including any recommendations that might be needed by the Bureau Captain in making any disciplinary recommendation or procedural decision. A meeting will be conducted between the affected employee and the Division Lieutenant/Director any time there is any recommendation employee discipline suspension. All documents shall follow the chain of command to the Bureau Captain, who shall make any formal, necessary, disciplinary recommendations. All collision documents will be forwarded to the Chief Deputy for disposition.
  - b. The Accident Review Board Inventory Specialist will retain a copy for the employee's personnel file.
3. Accident determinations shall not be finalized until the board's findings have been passed through the chain of command and all recommendations presented to the Chief Deputy.
  - a. If the Bureau Captain or Division Lieutenant/Director does not agree with the conclusion of the board, he/she may have the matter reconsidered by a request through the Chief Deputy.
4. If there is a contention or suspicion of mechanical failure, final decision of that failure shall be determined only after a careful review by the Hays County Sheriff's Vehicle Fleet Supervisor in conjunction with the Chief Deputy.

## **311.00 CRASH INVESTIGATION**

### **311.7 CRASHES INVOLVING SHERIFF'S OFFICE VEHICLES**



A crash is defined as the violent coming together of two things with possible destructive results. If the crash is intentional, it is not an accident.

A. Damage to County Vehicles.

1. The Department of Public Safety shall be notified for any crash resulting in a fatality that involves a Sheriff's Office or county vehicle. The Department of Public Safety will be responsible for administration of all blood/breath tests in such cases. Employees may be subject to testing for administrative reasons.
2. Investigation of crashes involving Sheriff's vehicles must include photographs of the scene and damage to all vehicles and property involved. The supervisor will complete the Accident/Incident Report on all crashes resulting in damage to Sheriff's vehicles. A formal crash report will be required on all crashes resulting in damage to any one vehicle or stationary object, or there is injury or death to any person as a result of the crash.

**Notification of Crashes**

- a. All crashes must be reported immediately by the deputy. The driver should inspect all suspected damage or where contact is made to ascertain whether or not any damage has been caused.
  - b. Crashes shall be reported as soon as possible to the dispatcher, supervisor, and the Vehicle Fleet Division, utilizing the proper form.
  - c. Crashes outside of the Hays County must be reported to the agency with jurisdiction for a formal crash report. If within Hays County and the agency with jurisdiction refuses, the on-duty supervisor will report to the scene and complete a formal crash report to be used for departmental purposes only. If the crash occurs in a jurisdiction where it is impractical for a supervisor to make the scene and the agency refuses, the supervisor will direct the deputy to exchange information and take photographs as necessary.
3. The deputy driving when the crash occurs should attend the equipment and

complete a driver information form, collect the names, addresses and telephone numbers of all persons at the scene, and, if possible, do not move the vehicle until the investigating supervisor arrives. Do not discuss the facts of the crash with anyone except the investigating supervisor. Make no statements admitting fault, authorizing repair, or committing yourself or Hays County in any way. The driver must remain at the scene until directed to leave by their supervisor, unless they must leave for medical attention.

4. If the Sheriff's vehicle is rendered inoperable, the field supervisor will arrange for the removal and safekeeping of the Sheriff's vehicle, any weapons, and other portable emergency equipment.
5. If a peace officer or fire fighter is involved in a crash during an emergency response and while driving a law enforcement vehicle or fire department vehicle in pursuit of duties as a peace officer or fire fighter, the supervisor will request that the Department of Public Safety respond.
6. Any vehicle damage will be reviewed by the chain of command and the Accident Review Board.

### **311.8 COMPLETION AND DISTRIBUTION OF ACCIDENT/INJURY REPORT**

- A. It will be the responsibility of the investigating supervisor to obtain the information necessary for the completion of the Accident/Injury Report form.
- B. The investigating field supervisor will submit the original to the Division Lieutenant for review and continuation through the chain of command. Copies will be placed in the unit vehicle file maintained by the Inventory Specialist. The original will be forwarded to the Chief Deputy for review.
- C. The reporting supervisor or driver is responsible for delivery of the damaged vehicle to the shop.

### **311.9 LATE CRASH REPORT**

It is the policy of the Hays County Sheriff's Office not to investigate crashes when both parties have left the scene of the crash and one party later calls requesting a crash report

be made. Exceptions to this procedure are:

- A. When either party leaves the scene to call the Sheriff's Office or pursues another party involved in the crash to get a description or license number and is returning to the scene to report the crash.
- B. When either party leaves the scene to seek immediate medical attention.
- C. Reasonable circumstances exist that caused either party to leave the scene and that party is going to return to the scene to report the crash.
- D. Deputies who are requested to work a crash that does not fit the above criteria shall issue a *State Blue Form CR-2* to the reporting party with instructions that the form should be completed and mailed to the Texas Department of Public Safety in Austin, and offer reasonable assistance to the reporting party in completing the form.

### **311.10 INCIDENT (VEHICLE DAMAGE)**

Incident is defined as anything involving damage caused to any Hays County Sheriff's Office vehicle, or vehicle belonging to Hays County assigned the Sheriff's Office, that is caused by any means not defined as a crash/collision.

### **311.11 CRASH RE-INVESTIGATION**

- A. No re-investigation of a traffic crash may be conducted by a deputy unless specifically authorized by a supervisor.
- B. Any supplement report to previously investigated traffic crashes must be approved by a supervisor electronically or by hand signature.

## **401.00 EMPLOYMENT PRACTICES**

### **401.1 VACANCIES**

- A. All Personnel
  - 1. The Support Services Captain will coordinate with the Human Resources Director to advertise job descriptions and job announcements.

2. The Human Resources Director or designee will screen all applications received to ensure that all applicants meet the minimum standards and qualifications for the position.
3. The Human Resources Director is responsible for maintaining a current record of each applicant's status in the selection process.
4. Applications for job vacancies may be rejected solely based on inadvertent omissions or deficiencies that can be corrected prior to the testing or interview process.
5. Intentional omission or deception on the application constitutes grounds for disqualification and future employment consideration.
6. The Human Resources Director is responsible for answering inquiries from applicants in a timely manner.
7. Employees assigned to conduct background investigations will keep the Human Resources Director apprised of each applicant's status weekly.

B. Process

1. Applications
  - a. The Human Resources Director shall forward all applications to the Office of Professional Responsibility (OPR) Deputy Inspector for preliminary background check. Applicants approved by the Deputy Inspector shall be forwarded back to the Human Resources Director for continued processing.
2. Testing (applicants must pass all tests to continue in the hiring process)
  - a. Sworn-Personnel
    - (1) Successfully take a written examination that will test general education and aptitude.
    - (2) Prepare a written report.
    - (3) Successfully pass a typing test.
    - (4) Successfully complete a physical agility test.
  - b. Correction Personnel
    - (1) Successfully take a written examination that will test general education and aptitude.
    - (2) Successfully complete a physical agility test.
  - c. Civilian Personnel
    - (1) Successfully take a written examination that will test general education and aptitude.
    - (2) For Administrative positions, successfully pass a typing test.
    - (3) Successfully pass any additional testing requirements.
  - d. ECO Personnel
    - (1) Complete the CritiCall electronic test with a passing score.
    - (2) Successfully pass a typing test.
3. Interview Board
  - a. Interview boards shall normally consist of five rating members. Boards may consist of more or less members after consulting with the Human Resources Director.

- b. The Human Resources Director will schedule interviews with the applicants and notify the applicant and the board of the date, time, and place of the interviews.
  - c. If any person currently assigned to the Bureau applies for an in-house vacancy position, the Human Resources Director shall ensure that the interview panel is neutral and composed of persons other than supervisors and co-workers of the applicant.
  - d. The Human Resources Director, assisted by the affected Bureau Captain or their designee, shall formulate all interview questions.
  - e. Interviewers will document the responses received from the applicant.
  - f. During the interview, all applicants will be treated equally and will be asked the same questions. However, the interviewer may ask different questions as a follow-up to an answer provided by the applicant or a question related to their application. The interviewer will not ask any inappropriate questions such as those relating to age, marital status, etc., or make any references to race, gender, ethnicity, religion, health, pregnancy, etc.
  - g. Applicants will be scored by the Interview Board. These scores will be considered with the testing results to rank the applicants.
  - h. A list will then be formed from the qualified applicants and will remain in effect for a pre-determined time frame (usually one year from the date of the interview as set forth by the Sheriff or his designee).
  - i. This will be accomplished to keep a running list of qualified applicants should positions become available during the time the list is in effect.
  - j. Applicants on the list will be contacted in the order that they rank and will be offered a position subject to the completion of all hiring requirements.
4. Background Investigation
- a. The background investigation will be conducted by a trained background investigator as expeditiously as possible. The reports will be turned into the OPR Deputy Inspector. Once reviewed by the OPR Deputy Inspector, the packet will be forwarded to HCSO Human Resources.
5. Job Offer
- a. Once the Human Resources Director has given their approval, an official job offer may be made to the applicant by the Human Resources Department who then begins the hiring process.

#### **401.2 RESIGNATION PROCEDURE FOR EMPLOYEES**

##### **A. Notice of Resignation**

Employees desiring to resign their position with the Sheriff's Office shall be required to complete the following procedure:

- 1. In accordance to County policy, a two (2) week written notice is required from the resigning employee.

2. The letter of resignation (addressed to the Sheriff) must be signed and dated by the resigning employee and immediately provided to their supervisor. The supervisor will provide a copy of the letter and employee's timesheet to Human Resources. The letter must be signed off by each member of the employee's chain of command. The Sheriff or Chief Deputy shall indicate acknowledgement by signature, indicating both date and time and if the employee is re-hirable. The Sheriff or Chief Deputy will then provide the letter to Human Resources within forty eight (48) hours.
  3. Exceptions to the above policies are granted when the employee is physically unable to come to the Sheriff's Office or geographically separated by an extreme distance. In these instances, the resigning employee shall be required to send notice of resignation via registered letter to the Sheriff. Electronic resignation may upon approval of the Sheriff be accepted.
- B. Completion of Documents
1. Departing employees shall be required to contact Human Resources and obtain the forms that must be completed when separating their employment.
  2. The Human Resources Director will provide the employee with the *Exit Interview for Voluntary Resignations* form to complete. The completed form should be returned to the Human Resources Director for review. The Human Resources Director may forward the form to the Chief Deputy for final review and disposition.
- C. Return of Issued Equipment
1. All county-issued equipment must be returned no later than the last working day following the employee's resignation to the HCSO Inventory Specialist.
    - a. Employees who fail to return any non-expendable equipment, or returns the equipment in such condition as to indicate misuse must provide reimbursement at the current replacement cost. Misuse shall be determined by the Inventory Specialist receiving the returned property.
    - b. Lost, misplaced, or stolen articles declared at the time of resignation shall be cause for a report being made. Any employee making claims which they know are false shall be subject to legal action. The employee reporting the theft or loss shall be responsible for completing the necessary reports.
    - c. Unless exception is granted by the Sheriff or his designee, all equipment must be returned no later than the last working day following the employee's resignation.
  2. Exceptions to county equipment being returned shall be limited as follows:
    - a. All retiring employees may elect to retain one (1) badge pursuant to General Order 503.03. However, retirees are specifically prohibited from using these items to indicate they are serving in an official capacity for the Hays County Sheriff's Office.
- D. State Licensing Notifications
- Payroll shall be responsible for submitting the necessary forms to the Texas Commission on Law Enforcement (TCOLE) within seven (7) days after a sworn member resigns or retires from the Sheriff's Office.
- E. Completion of Final Personnel Form

1. All resigning or retiring employees must ensure that the above steps are completed. Upon being notified by Human Resources that all forms have been submitted and detailing the equipment returned, the Human Resources Director shall produce the paperwork necessary for issuing an employee's final paycheck.

### **401.3 REEMPLOYMENT OF PERSONNEL**

An employee who voluntarily resigns from the Hays County Sheriff's Office may be given consideration for reappointment by the Sheriff without taking an entry-level examination or being placed on an eligibility list. Reemployment of personnel will be in accordance with all applicable Federal, State, County and Sheriff's Office requirements and/or laws.

- A. When a former employee applies for a position, they must receive permission from the Chief Deputy. Once approval is received the former employee will go through the complete hiring process unless waived by the Sheriff.
- B. The Sheriff may reappoint the former employee as a vacancy occurs in an entry-level position. At the discretion of the Sheriff, the former employee may or may not be required to complete an updated background investigation, drug screen, physical assessment, polygraph examination, and/or oral review board. The conditions for the reappointment of a former employee, as considered appropriate, may be established by the Sheriff.
- C. The Sheriff shall have sole discretion for the final reappointment of a former employee provided that the individual fulfills all requirements and standards required for employment as an employee.
- D. When the former employee's license has been inactive for two (2) or more years, the former employee shall be required to update their TCOLE status, to include updating their training, psychiatric evaluation, and fit for duty physical by a physician before they can be considered for reemployment.
- E. Reappointment shall be entry-level, at the discretion of the Sheriff in accordance with the General Orders, regardless of the rank of the former employee at the time of resignation. For promotion purposes, former employees may be rehired one time and retain the previous years of service.
- F. County personnel regulations and state law shall apply in matters regarding retirement benefits.

## **410.00 DISCIPLINARY PROCEDURES**

## 410.1 DISCIPLINARY PROCEDURES: SCOPE

- A. All sheriffs' office employees shall be subject to disciplinary action for acts of misconduct. Reference G.O. 703.00 Professional Conduct.
- B. **Misconduct** is defined as any act committed or omitted as required by General Orders or Standard Operating Procedures.

## 410.2 DISCIPLINARY ACTION

### A. Disciplinary Actions include:

#### 1. Written reprimand

- a. Written reprimands are used when the lieutenant believes a corrective measure will be inadequate to accomplish the purposes of this policy. The recommendation of a written reprimand should include the proposed written reprimand, and is sent to the next higher organizational level for approval.

#### 2. Suspension without pay

- a. Recommendations for suspension without pay are made for one or more days based on what the recommending supervisor believes will accomplish the purpose of this policy.

- b. Recommendations for suspension without pay shall consist of a 24-hour period. All disciplinary suspension days shall be equal to a loss of pay for eight (8) hours.

1. Personnel assigned to ten (10) or twelve (12) hour shifts may use personal leave time for the additional hours of a shift or may choose to work the additional hours during a different shift(s) within the same pay period.

- c. When a recommendation for suspension is forty (40) hours or less, the captain may approve the suspension.

- d. When a recommendation for suspension is over forty (40) hours, the chief deputy shall approve the suspension.

#### 3. Demotion

- a. Recommendations for demotion are made when action is necessary to accomplish the purpose expressed in this policy.



- b. When the recommendation is demotion, the chief deputy or sheriff shall approve the demotion.
- 4. Dismissal
  - a. Recommendations for dismissal are made when action is necessary to accomplish the purpose expressed in this policy.
  - b. When the recommendation is dismissal, the chief deputy or sheriff will determine the finding.

### **410.03 MITIGATING/AGGRAVATING CIRCUMSTANCES**

#### A. Defined

##### 1. Mitigating Circumstances:

Activities leading up to an offense that change the perception of why the offense occurred, not necessarily justifying the offense. An incident that has a finding of “mitigating factors” may be eligible for one degree lower than the minimum disciplinary option indicated on the discipline matrix.

##### 2. Aggravating Circumstances:

Activities leading up to an offense that exacerbate the offense making it more severe, may be eligible for one degree or higher than the maximum disciplinary option indicated on the discipline matrix.

#### B. Scope

These circumstances allow for downward or upward adjustment of one disciplinary option except as otherwise provided by the Disciplinary Guidelines.

1. In cases where the final disciplinary recommendation is 40 hours or less, the bureau captain may determine whether mitigating or aggravating circumstances apply. Any cases exceeding forty (40) hours will be decided by the chief deputy or sheriff.
  - a. This section encourages the employee’s chain of command to make formal written recommendations to the captain or chief deputy.
  - b. All recommendations must include supporting details as to why the mitigating/aggravating circumstances exist.

2. When misconduct results in major property damage, serious bodily injury or death, the chief deputy may determine the amount of disciplinary action regardless of the disciplinary matrix.
  - a. In cases where the formal disciplinary recommendation is a written reprimand or less, a lieutenant may determine whether mitigating or aggravating circumstances apply, with all reprimands reviewed by the employee's captain prior to finalization.
- C. Mitigation may be used if sufficient time passes between the occurrences of like allegation.
- D. At the chief deputy's discretion, vacation hours may but are not usually forfeited in lieu of the number of hours. The chief deputy may include end of the year accruals and staffing concerns. The employee must waive all rights to appeal when accepting this disciplinary alternative.
- E. The captain or chief deputy may select the "disciplinary option" and/or "training option" described for any of the sustained allegations and may compound a "disciplinary option" and/or "training option" if deemed appropriate.

#### F. Training Option/Deferred Discipline

1. An employee may be allowed the corresponding training option.
    - a. The bureau captain has the discretion to allow the employee this option.
    - b. In cases where the final disciplinary recommendation is written reprimand, a captain may make the determination to allow the employee this option, subject to review by the chief deputy.
  2. Formalized disciplinary action after appeals have been exhausted by the employee will be entered into the employee's disciplinary record.
    - a. If the employee fails to perform all requirements of the assigned training within the stipulated time period additional corrective/developmental measures may result up to and including termination.
    - b. The documentation will remain in the employee's personnel file indefinitely unless removed by the sheriff.
    - c. The chief deputy may also direct the employee to attend the appropriate training option in addition to discipline.
- G. In all cases of Class A and B Misdemeanors and Felony convictions, employees' licenses are subject to suspension by the Texas Commission on Law Enforcement (TCOLE).

1. Such suspension of a license shall be grounds for dismissal or possibly reassignment to a non licensed civilian position, as the employee could not perform their duties as a TCOLE licensed professional.
- H. Generally, the chief deputy will consider a comprehensive review of the employee's work performance for the duration of their employment with HCSO in making a final disciplinary decision.

#### **410.4 PERSONNEL COMPLAINT**

- A. A personnel complaint is an allegation, received from any source, of misconduct by a sheriff's office employee.
1. Minor incidents which will not reflect discredit upon the sheriff's office, but which indicate a need for some form of corrective action and/or training, may be dealt with by the involved employee's immediate supervisor with the review and concurrence of the involved employee's bureau captain.
    - a. These incidents should be documented on the employee's E-tracking/SharePoint file for monitoring and possible follow up.
  2. A personnel complaint form may not be completed when complaints are solely against sheriff's office policies or procedures if no misconduct is indicated, and the incident cannot be explained to the complaining person's satisfaction, that person shall be referred to the organizational entity having administrative control over the subject matter.
- B. All personnel complaints shall be accepted by any sheriff's office supervisor receiving the complaint if the employee's immediate supervisor is not available and a personnel complaint form will be completed without unnecessary delay; usually the same work day but no later than the following day regardless if it is a holiday or weekend, whenever:
1. The complaint is of misconduct of a nature which, if true, would normally result in a form of disciplinary action outlined in General Orders.
  2. The complaint is received from a source outside the sheriff's office or the alleged violation involves an incident of serious nature.
- C. Whenever an employee who is not a supervisor becomes aware, either through personal observation or other means, of possible misconduct they shall, if applicable, take corrective

action to preclude continuation or escalation of the incident and shall immediately notify a supervisor.

D. When any supervisor becomes aware of possible misconduct, either through personal observation or other means, the supervisor shall take appropriate and immediate action to prevent continuation or aggravation of the incident. The supervisor shall also conduct a preliminary investigation, which shall include, when applicable:

1. Names, identification numbers and assignments of all involved employees, including employees who are witnesses.

2. Names, addresses and telephone numbers of the complaining persons and any known witnesses to the incident who are not sheriff's office employees. Times, locations, business and residential telephone numbers, email addresses and other modes of contact, where these individuals may be contacted shall be indicated.

3. A statement from the complaining person obtained by an interview of that person by the reporting supervisor. Written and/or body camera or similar recording device should be employed when available.

4. Comprehensive and scale photographs of actual or claimed injuries to the complaining person. Photographs shall be taken in all cases involving allegations of excessive force.

5. Any available information regarding medical treatment obtained by the complaining person as a result of the incident.

6. The disposition of any evidence obtained.

E. When warranted, the allegation of misconduct shall be reported on a Personnel Complaint form.

1. The personnel complaint form shall contain the following information:

a. Names, identification numbers and assignments of all involved employees, including employees who are witnesses. No personal information of any employee will be disclosed; this will include any photographs or communications to any media source.

- b. Name, address and telephone numbers of the reporting person (Non-employee), times, locations, and business and residential telephone numbers where this individual may be contacted shall be indicated.
  
- c. Name, address, email address and telephone numbers of the person or persons the alleged misconduct is against, if different from that of the complaining person. Times, locations and business and residential telephone numbers where this individual may be contacted shall be indicated.
  
- d. Narrative detailing the reporting party's allegation.
  
- e. Signature of the interviewing supervisor.
  
- f. When applicable, a *Citizen Report Form* (statement) shall be completed, notarized and signed by the complaining party.
  - 1. A *Citizen Report Form* shall be provided to a complainant in person and/or via email by the supervisor receiving the initial information. The email will include a copy of the form and shall include a "bcc" to the supervisor's immediate chain of command, the Office of Professional Responsibility (OPR) and the sender for tracking purposes.
  
- g. Signature of the reporting party.
  - 1. If the reporting party refuses to sign the form or cannot sign the form for a compelling reason, such as incapacity or the person lives a considerable distance outside the county, the interviewing supervisor shall include the reason for not obtaining the signature in the narrative portion of the form. In instances where a valid reason exists for not obtaining the reporting party's signature, for the purposes of the Texas Government Code, Chapter 614.022 and 614.023; the signature of the interviewing sergeant/employee in the "reporting party" block will be considered a valid substitute for the signature of the reporting party.



where and how the investigation will be reflected, i.e. employee's personnel file, OPR file or filed as miscellaneous.

- I. A personnel complaint form shall not be completed on personnel complaints received from anonymous sources; however, when information is received by a supervisor which originated from an anonymous source, the supervisor shall complete an Inter-Office Memorandum detailing the information received and forward it to the OPR.
  1. If the information received is of a nature that would jeopardize the integrity of an investigation by being reduced to writing, it shall be handled in accordance with General Orders.
  2. If the information received describes misconduct of a nature which, if true, would normally result in a form of disciplinary action outlined in General Orders, a preliminary investigation will be conducted.
  3. When warranted, the allegation of misconduct shall be reported on a Personnel Complaint form. If the identity of the anonymous reporting party cannot be determined or the reporting party, if identified, refuses to sign the personnel complaint form, for the purposes of the Texas Government Code, Chapter 614.022 and 614.023, the signature of the investigating supervisor in the "reporting party" block will be considered a valid substitute for the signature of the reporting party.

#### **410.5 DISCIPLINARY PROCEDURES: SENSITIVE INVESTIGATION**

- A. When a personnel complaint or incident is of a nature that the integrity of the investigation may be compromised or jeopardized by reducing the incident to writing, the reporting supervisor shall immediately report the incident to their bureau captain, who will report the incident to the OPR as soon as possible. This is usually done through telephone, email or both within two working days.
- B. If the reporting supervisor has reason to believe the integrity of the investigation may be compromised by passage through normal channels, the supervisor shall personally report the incident directly to the OPR.
- C. When immediate action is required or the seriousness of the incident is such that it may subject the sheriff's office to severe criticism or liability, the reporting supervisor shall provide immediate notification to the involved employee's bureau captain or the duty captain should the bureau captain be unavailable. It should also be reported immediately to the OPR.
  1. In incidents of this magnitude, the bureau captain may temporarily relieve the involved employee from duty, with pay, and shall, when applicable, take custody of the employee's

badge, identification card, any department-issued duty weapon, vehicle, and equipment to include access cards and/or door keys. The investigating captain may also reassign an employee to another bureau, with limited duties, until such time as they have an opportunity to discuss the merits of the case with that bureau captain, the chief deputy and in their absence the sheriff.

#### **410.6 DISCIPLINARY PROCEDURES: COMMAND RESPONSIBILITIES**

- A. Supervisors who become aware of alleged misconduct shall:
  - 1. Ensure that a Personnel Complaint form is prepared without unnecessary delay and signed by the interviewing supervisor and the reporting party.
  - 2. Ensure that an appropriate preliminary investigation has been completed.
  - 3. Ensure that all complaint forms, copies, and related reports are forwarded to the appropriate personnel as described in General Orders and that all notifications required are completed.
- B. Division lieutenants have the primary responsibility for investigating personnel complaints made against employees of their commands. A bureau lieutenant who becomes cognizant of any allegation of misconduct shall monitor all resulting activities and shall ensure that personnel under their command have fulfilled their responsibilities provided in this order.
- C. The bureau captain will consult with the chief deputy and request that an OPR investigation be initiated. The chief deputy will determine whether or not an investigation is warranted.

#### **410.7 DISCIPLINARY PROCEDURES: OPR RESPONSIBILITIES**

- A. The OPR shall act in a staff advisory capacity when necessary after consultation with the chief deputy or sheriff. The OPR inspector may assume responsibility for the investigation of any personnel complaint when, in the opinion of the Inspector, it is advisable to do so.
- B. The OPR shall assume responsibility for a personnel complaint when:
  - 1. It has been alleged an employee has committed any felony, class A or B misdemeanor.
  - 2. The allegation of misconduct is against employees of more than one division involving different commands.



3. The investigation involves an allegation of unreasonable force, racial profiling or alleged acts of moral turpitude.
- C. The OPR has the authority to obtain the advice and assistance of any sheriff's office entity.

#### **410.8 ARRESTED SHERIFF'S OFFICE EMPLOYEE**

- A. If an employee of the sheriff's office is detained or arrested by an employee of the sheriff's office for any criminal offense within Hays County, the deputy detaining or arresting the employee shall immediately notify their supervisor.
- B. A supervisor who has been notified that an employee of the sheriff's office has been arrested or detained in Hays County shall immediately proceed to the scene, if circumstances allow and shall ensure that the entire sheriff's office chain of command is immediately notified.
- C. The Office of Professional Responsibility or the appropriate specialized investigative units shall conduct an investigation whenever an employee is arrested for or believed to be a principal suspect in a felony, class A or B misdemeanor offense. The Office of Professional Responsibility has the discretion to assume responsibility for investigations related to class C misdemeanor violations.
- D. The OPR may conduct a parallel investigation but will not have any part or role in the criminal investigation.
- E. When any employee of the sheriff's office is detained or becomes aware that they are believed to be the principal suspect in a criminal offense, other than minor traffic violations (class C traffic, does not include such investigations such as Disorderly Conduct, Public Intoxication, etc.) committed inside or outside of Hays County, the employee shall as soon as possible notify the on-duty supervisor.
- F. When any employee of the sheriff's office becomes aware that another employee has been detained or is believed to be a principal actor in a criminal offense, other than minor traffic violations committed inside or outside the county, the employee shall immediately notify an on-duty supervisor by telephone and followed up with an email as soon as practical.
- F. Any supervisor who is notified regarding the detainment or arrest of an employee by another law enforcement agency, other than minor class C traffic violations, shall ensure that immediate notification is made to their chain of command, the OPR and the employee's lieutenant and bureau captain.

G. The Office of Professional Responsibility may respond to the scene or to the indicated outside agency when the incident involves an alleged felony or class A or B misdemeanor.

1. A supervisor from the involved employee's division of assignment shall respond on alleged violations if the violation is of a magnitude to require immediate investigation.
2. The responding supervisor shall advise concerned members of the outside agency that the preliminary investigation is for internal administrative purposes only and that any evidence obtained by the responding supervisor solely as a result of interviewing the involved employee shall not be disclosed to the agency conducting the criminal investigation. Responding supervisors shall exercise extreme care not to interfere with the investigation of the outside agency.

## **410.9 DISPOSITION OF ADMINISTRATIVE INVESTIGATIONS**

- A. Administrative investigations which may result in disciplinary action, whether conducted by the OPR or the involved employee's bureau of assignment, shall be completed within thirty-one (31) calendar days from the date the complaint is received or initiated. Because of the complicated nature of some investigations, the investigation deadline may be waived by the captain, chief deputy or sheriff.
- B. The review by the chain of command, including letters of transmittal, shall be completed within thirty-one (31) calendar days of the date the investigation is completed or the date the investigative report is received from the OPR. The chief deputy may grant an extension.
- D. A completed investigation shall be submitted to the involved employee's bureau captain by the supervisor of same, and shall include a summary of facts prepared by the supervisor with an appropriate conclusion, classifying each specific act of misconduct into one of the following categories:
1. Unfounded: The investigation reveals sufficient evidence to believe the act did not occur.
  2. Exonerated: The investigation reveals the act occurred but was legal, proper, and justified.
  3. Not-Sustained: The investigation discloses insufficient evidence to believe the act either did or did not occur.
  4. Sustained: The investigation discloses sufficient evidence to conclude the act occurred.

D. When an investigation subsequently discloses additional allegations of misconduct which were not described in the original personnel complaint and the classification of the original complaint is other than sustained, a new notice of allegations will be prepared and submitted to suspect officer. When any allegation of misconduct in the original personnel complaint is sustained, the new allegations may be recorded as separate supplemental charges in the investigative report for the original complaint.

E. If any allegation of misconduct is sustained, the first-line supervisor shall:

1. Prepare the summary report with the supervisor's recommendation for disciplinary action.

2. Discuss the findings and recommendation for disciplinary action with the involved employee in person, documenting the meeting in the summary report. Any meeting with a recommendation of discipline should be audio recorded by each supervisor that meets with the employee. The recording should be included with the investigative packet. Any rebuttal by the employee must be completed within (ten) ten calendar days and submitted with the completed investigative packet. Forward the completed investigation and summary report for review by the chain of command.

F. When a completed personnel complaint investigation is forwarded for review, each ascending level of the chain of command shall endorse the investigation indicating either approval or disapproval for the conclusions and recommendations of the previous review level. Any level of the chain of command disapproving the recommendations or recommending some other form of disciplinary action of the previous review level shall personally discuss their recommendations with the involved employee, documenting the meeting in the report.

G. Upon completion of the review, the personnel complaint, along with related reports, shall be forwarded to the involved employee's bureau captain.

H. A captain receiving a completed personnel complaint shall review and endorse the packet, indicating approval or disapproval for the conclusions and recommendations of the bureau captain. Upon completion of this review, the completed personnel complaint investigation and all related documents shall be forwarded to the OPR.

I. Under no circumstances shall any level below the rank of chief deputy request any further OPR review. No personnel will verbally influence or change conclusions and/or recommendations of another reviewing employee. When a review level does not approve conclusions and/or *recommendations* of another, the disapproving level shall submit a separate Inter-Office Memorandum indicating their own conclusions and recommendations and the reasons substantiating this belief.

J. At the end of the investigation and subsequent review by the chain of command, the complaint and all facts revealed by the investigation shall be discussed with all employees against whom allegations of misconduct have been made.

When the disposition of the matter results in a recommendation for a suspension without pay, the involved employee's bureau captain shall personally conduct the discussion.

1. In the case of any other finding, the discussions may be conducted by the employee's lieutenant or civilian equivalent.

2. The chief deputy or the sheriff upon review may elect to change the recommendations to a higher or lower level of discipline that has been discussed with the employee. The involved employee shall be notified in writing in a timely manner of that final recommendation.

3. Suspension letters shall be served by the captain of the involved employee when the suspension is forty (40) hours or less. Personnel administering discipline shall ensure that the employee fully understands the basis for the suspension as well as the employee's right to appeal. An acknowledgement that the employee received and understood this information shall be forwarded to the OPR to be placed in the employee's file. Upon final disposition a cover letter of the employee's discipline is placed in their personnel file by Human Resources. The investigative packet placed in the Employee's Discipline File (EDF).

### DISCIPLINARY GUIDELINES

	Evaluation Information	Corporal	Sergeant	Lieutenant	Captain	Chief deputy	Personnel File
E-Track/Sharepoint	✓	✓	✓	✓	✓	✓	
Oral Commendation/Counseling	✓	✓	✓	✓	✓	✓	
Letter of Understanding/LOU (CDM)	✓	✓	✓	✓	✓	✓	✓
Development Action Plan/DAP (CDM)	✓	Recommend Only	✓	✓	✓	✓	✓
Written Reprimand (D)	✓	Recommend Only	Recommend Only	✓	✓	✓	✓

Suspension ≤ 40 hours (D)	✓		Recommend Only	Recommend Only	✓	✓	✓
Suspension > 40 hours (D)	✓		Recommend Only	Recommend Only	Recommend Only	✓	✓
Demotion (D)	✓		Recommend Only	Recommend Only	Recommend Only	✓	✓
Dismissal (D)			Recommend Only	Recommend Only	Recommend Only	✓	✓

CDM ... Corrective/Development Measures  
D.....Discipline

## 411.00 DISCIPLINARY APPEALS

### 411.01

#### PROCEDURE

- A. The employee may file an appeal with the Sheriff within ten (10) calendar days of a recommendation of discipline that is greater than a written reprimand. Written reprimands are reviewed by the Chief Deputy and his/her decision is final. An appeal not brought within the time limit prescribed shall not be considered timely and shall not be appealable unless that time limitation is waived by the Sheriff.
  1. The employee may be represented by any active employee of the Sheriff's Office or representative legal counsel of their choice.
- B. It shall be the responsibility of the Chief Deputy to ensure that all documents, records, or any other papers that form the basis for supervisory decisions in a disciplinary recommendation, are supplied to the Sheriff within ten (10) calendar days of the appeal.
- C. After receipt of the disciplinary packet, the Sheriff shall review the matter and a determination shall be made as to the action to be taken in regard to the matter addressed in the appeal. The Sheriff shall respond in writing to the employee within twenty (20) calendar days after the scheduled meeting with the employee.
- D. Upon receipt by the Sheriff of an appeal, any dispensing of discipline shall be postponed pending the resolution of the appeal.

## 412.00 RESTRICTED DUTY / ADMINISTRATIVE LEAVE

Employees may be placed on restricted duty for reasons to include, but are not limited to, the failure to qualify firearms, health reasons and serious allegations of misconduct.

#### **412.1 RANGE OF RESTRICTED DUTY**

- A. Employees placed on restricted duty may be assigned to duties other than Enforcement or Corrections at the Sheriff's Office. Deputies on restricted duty may have full, limited or no police authority. Restrictions of peace officer authority are generally decided by the Sheriff or Chief Deputy. However, a Bureau Captain in exigent circumstances may limit peace officer authority. All limitations are conducted face to face and in writing delimitating any limitation.

#### **412.2 PLACEMENT OF AN EMPLOYEE ON RESTRICTED DUTY STATUS**

- A. Employees will be placed on restricted duty when their actions or use of force in an official capacity result in death or serious bodily injury to another person.
- B. Employees may be placed on restricted duty at the discretion of the Sheriff or Chief Deputy.

#### **412.3 DUTY RESTRICTIONS**

- A. Any limitation placed upon a restricted employee will be listed on their written order placing that employee on restricted duty. Restrictions may include, but are not limited to, the fact the employee will:
1. Not enforce any laws or ordinances;
  2. Not work any Law Enforcement-Related Secondary Employment;
  3. Report to a designated supervisor at specified times;
  4. Be assigned clerical or other duties;
  5. Not access information contained in HCSO files or computer systems.
  6. Remain at their work station during duty hours unless on approved leave.
  7. Employees must report to their designated supervisor if they leave their work station for more than reasonable breaks.
  8. Furnish their designated supervisor and OPR with a phone number where the employee can be reached during normal business hours; and
  9. Not carry a firearm for enforcement reasons.

#### **412.4 PLACEMENT PROCEDURES**

- A. Any Lieutenant or Sergeant in employee's chain-of-command may place an employee on restricted duty status using the following steps:
1. The employee will be issued a written direct order immediately placing them on restricted duty and listing all restrictions being placed upon the employee.
  2. The employee will acknowledge the order by signing their name.
  3. If required to do so, the employee will turn in to their supervisor any Sheriff's Office issued equipment such as, but not limited to, their badge,

HCSO identification, and any Sheriff's Office-issued firearms, keys or access card.

4. The employee will receive a receipt for all property turned in.
  5. The property will be retained by the employee's supervisor or may be stored at the Sheriff's Office as directed by the Bureau Captain, OPR or Chief Deputy.
- B. When practical, these procedures will take place in private, with usually only the employee, the employee's supervisor(s), and, if requested, OPR, present.
  - C. Employees should be assigned to regular daytime hours to maintain accessibility for the investigator.
  - D. Upon request, Bureau Captain or OPR will assist supervisors with paper work placing employees on restricted duty.
  - E. The restricted duty status and appropriate paperwork will become part of the OPR investigative file.
  - F. The Chief Deputy will be notified of the placement as soon as practical.
  - G. During suspensions the employee's Bureau Captain may request the employee's HCSO computer access be suspended.

#### **412.5 RETURN TO FULL-DUTY STATUS**

- A. An employee may be returned to full-duty status only upon:
  1. The conclusion of the investigation, or suspension.
  2. By order of a court.
  3. By order of the Sheriff or Chief Deputy.
  4. Employees, when reinstated to full-duty status, will be given written documentation to reflect the change in status which will be made part of the OPR investigative file. The employee will acknowledge the documentation with their signature and will be given a copy of the signed form.
- B. The employee's supervisor will ensure any HCSO equipment and property is returned when the employee is reinstated to full-duty status. The supervisor will request the employee's access to HCSO computer systems be reinstated if it was restricted.

**EXHIBIT E**  
**METHODOLOGY FOR UPDATED PAY PLAN**

On or about April 1, 2022 the County shall reassess the Pay Plan by utilizing the methodology included in this Exhibit. The Methodology follows on the next 9 pages.



## Market Reconciliation Methodology

**Market Source Participants** – A list of market source participants has been agreed to by HCLEA and Hays County Staff, these agencies and their respective compensation rates are included in the Market Data Worksheet.

**Market Data Worksheet** – The worksheet includes initial, midpoint and final hourly rates for each Market Source Participant position. It also details average hourly rates and the proposed hourly rates for Hays County.

**IHR** – Initial Hourly Rate

**MBS** – Merit Based Step

**FHR** – Final Hourly Rate

**MHR** – Midpoint Hourly Rate =  $(IHR + FHR) / 2 + IHR$

**AMHR** – The average MHR of all Market Source Participants for each position.

**TMSP** – The Total number of Market Source Participants for each position (see the Market Data Worksheet for more details). The total includes Hays County.

Data from all Market Source Participants has been included in the Market Data Worksheet. This data has been used to develop a proposed pay scale for Corrections Officers and Law Enforcement Officers

The IHR for each Law Enforcement and Corrections Position has been set at the average of the Market Source Participant IHRs for that position. An MBS percentage increase for each year of service has been applied for each position in order to achieve an MHR consistent with the AMHR.

Two tests have been developed to measure Market Reconciliation. The *Midpoint Rank* is the first test used. The MHR of the Hays County position is compared to each of the other market source position MHRs. The MHR of each Market Source Participant including the proposed Hays County MHR are ranked with the highest MHR receiving the rank of (1), the second highest MHR receiving a rank of (2), continuing until all MHRs have been ranked. If Hays County's MHR is higher or equal to  $\frac{1}{2}$  plus 1 of the TSMP then market reconciliation is achieved. The *Midpoint Rank* is depicted as the rank of Hays County's MHR over TSMP.

If the *Midpoint Rank* test is not met then a second test for comparison is used. The *Percent Midpoint* test is the MHR of the Hays County position divided by the AMHR for that position. In order to achieve market reconciliation, the Hays County MHR must be greater than or equal to

95% of the A MHR. The *Percent Midpoint* test is used only in the event the *Midpoint Rank* test is not satisfied.

If neither test is satisfied the IHR, the MBS, or a combination of the two must be increased until Market Reconciliation has been met. Market Reconciliation will have been determined by applying the *Midpoint Rank* test and the *Percent Midpoint* test if needed.

**Example 1:**

*Midpoint Rank*

The MHR of the Hays County Corrections Officer position is \$19.67/hour. The Hays County Corrections Officer MHR is compared to the other 8 market sources (see the Market Data for Worksheet further detail) with a Corrections Officer position.

Rank	Market Source Participant	MHR
1	Travis	\$25.44/hr
2	Comal	\$20.86/hr
3	Collin	\$20.37/hr
4	Williamson	\$19.69/hr
<b>5</b>	<b>Hays County</b>	<b>\$19.67/hr</b>
6	Tarrant	\$19.36/hr
7	Denton	\$18.61/hr
8	Bexar	\$17.73/hr
9	McLennan	\$17.64/hr

The MHR of the Hays County's Corrections Officer is the 5<sup>th</sup> highest out of 9 total market source participants (TMSP). Applying the *Midpoint Rank* test results in the following:

$$\frac{1}{2} \times 9 = 4 \frac{1}{2}$$

$$4 \frac{1}{2} + 1 = 5 \frac{1}{2}$$

**5 is less than or equal to 5 ½**

In order for the *Midpoint Rank* test to be satisfied, the Hays County Corrections Officer MHR must be within the top 5 MHRs for Correction Officers. Since the Hays County Corrections Officer MHR is at least the 5<sup>th</sup> highest or equal to the 5<sup>th</sup> highest, the *Midpoint Rank* test has been satisfied and the *Percent Midpoint* test is not required.

**Example 2:**

Midpoint Rank

The MHR of the Hays County Corrections Corporal is \$23.26/hour. The Hays County Corrections Corporal MHR is compared to the other 7 market sources with a Corrections Corporal.

Rank	Market Source Participants and Hays County	MHR
1	Travis	\$27.65/hr
2	Tarrant	\$27.20/hr
3	Comal	\$25.42/hr
4	McLennan	\$23.85/hr
<b>5</b>	<b>Hays County</b>	<b>\$23.26/hr</b>
6	Bexar	\$21.34/hr
7	Denton	\$21.30/hr
-	Collin	N/A
-	Williamson	N/A

The MHR of the Hays County's Corrections Corporal is 5<sup>th</sup> highest out of 7 total market source participants (TMSP). Applying the *Midpoint Rank* test results in the following:

$$\frac{1}{2} \times 7 = 3 \frac{1}{2}$$

$$3 \frac{1}{2} + 1 = 4 \frac{1}{2}$$

**5 is not less than or equal to 4 ½**

In order for the Midpoint Rank test to be satisfied the Hays County Corrections Corporal MHR must be within the top 4 MHRs for Correction Corporals. Since the Hays County Corrections Corporal MHR is only the 5<sup>th</sup> highest, the *Midpoint Rank* test is not satisfied and the *Percent Midpoint* test must be used.

Percent Midpoint

The Hays County Corrections Corporal MHR of \$23.26/hour is divided by the AMHR of \$24.46/hour for the Corporal position.

$$\$23.26 / \$24.46 = .9509$$

The Hays County Corrections Corporal MHR is 95.09 % of the AMHR. Since 95.09% is greater than or equal to 95%, the *Percent Midpoint* test has been satisfied.

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
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**2020 MARKET DATA, updated 6-19-20**

**Corrections Officer**

<i>Hays County Current</i>	<i>Corrections Officer</i>	18.56	22.13	25.69			
<i>Hays County Proposed</i>	<i>Corrections Officer</i>	19.85	23.66	27.48	3	Y	104.80%
Bexar	Deputy Sheriff-Detention	18.24	20.52	22.79	8		
Collin	Detention Officer	19.23	23.15	27.06	5		
Comal	Corrections Officer	19.70	23.87	28.04	2		
Denton	Detention Officer I	18.63	23.29	27.95	4		
McLennan	Jailer	18.92	20.16	21.39	9		
Tarrant	Officer, Detention	20.10	22.78	25.46	6		
Travis	Corrections Officer, Sr.	21.76	25.95	30.14	1		
Williamson	Corrections Officer	16.72	20.93	25.13	7		
<b>Average</b>		<b>19.16</b>	<b>22.58</b>	<b>26.00</b>			

**Corrections Corporal**

<i>Hays County Current</i>	<i>Corrections Corporal</i>	22.85	25.90	28.95			
<i>Hays County Proposed</i>	<i>Corrections Corporal</i>	24.58	27.86	31.14	3	Y	104.19%
Bexar	Detention Corporal	23.75	24.70	25.65	5		
Collin	No match	n/a	n/a	n/a	n/a		
Comal	Corrections Corporal	25.46	30.85	36.24	1		
Denton	Detention Officer II	19.94	24.92	29.90	4		
McLennan	Jailer Corporal	21.78	22.62	23.46	6		
Tarrant	Confinement Corporal	26.10	30.60	35.09	2		
Travis	No match	n/a	n/a	n/a	n/a		
Williamson	No match	n/a	n/a	n/a	n/a		
<b>Average</b>		<b>23.41</b>	<b>26.74</b>	<b>30.07</b>			

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
<b>Corrections Sergeant</b>							
<i>Hays County Current</i>	<i>Corrections Sergeant</i>	<i>27.27</i>	<i>30.64</i>	<i>34.01</i>			
<i>Hays County Proposed</i>	<i>Corrections Sergeant</i>	<i>28.77</i>	<i>32.33</i>	<i>35.88</i>	<b>5</b>	Y	94.93%
Bexar	Corrections Sergeant	28.49	29.63	30.77	9		
Collin	Jail Sergeant	28.97	33.89	38.81	4		
Comal	Corrections Sergeant	32.27	36.56	40.84	3		
Denton	Detention Sergeant	24.42	30.53	36.63	8		
McLennan	Jailer Sergeant	31.45	32.15	32.84	6		
Tarrant	Sergeant, Confinement	31.52	36.94	42.36	2		
Travis	Corrections Sergeant	35.76	41.13	46.49	1		
Williamson	Sergeant	26.85	31.62	36.39	7		
<b>Average</b>		<b>29.97</b>	<b>34.05</b>	<b>38.14</b>			

<b>Corrections Lieutenant</b>							
<i>Hays County Current</i>	<i>Corrections Lieutenant</i>	<i>32.89</i>	<i>35.87</i>	<i>38.85</i>			
<i>Hays County Proposed</i>	<i>Corrections Lieutenant</i>	<i>35.01</i>	<i>38.18</i>	<i>41.35</i>	<b>6</b>	N	95.83%
Bexar	Detention Lieutenant	33.98	35.34	36.69	8		
Collin	Lieutenant	35.01	40.97	46.93	3		
Comal	Lieutenant	34.83	39.45	44.07	5		
Denton	Lieutenant	32.01	40.01	48.01	4		
McLennan	Jailer Lieutenant	34.03	34.65	35.26	9		
Tarrant	Lieutenant, Confinement	37.09	43.50	49.91	2		
Travis	Corrections Lieutenant	43.00	48.83	54.65	1		
Williamson	Lieutenant	31.39	36.00	40.61	7		
<b>Average</b>		<b>35.17</b>	<b>39.84</b>	<b>44.52</b>			

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
<b>Deputy</b>							
<i>Hays County Current</i>	<i>Deputy</i>	24.52	28.87	33.22			
<i>Hays County Proposed</i>	<i>Deputy</i>	26.50	31.59	36.68	5	Y	102.63%
Bexar	Deputy Sheriff-LE	24.38	27.43	30.47	13		
Collin	Deputy Sheriff	28.97	33.89	38.81	2		
Comal	Patrol Deputy	26.48	31.36	36.24	6		
Denton	Deputy Sheriff	24.42	30.53	36.63	10		
McLennan	Deputy Sheriff	22.93	24.01	25.08	14		
Tarrant	Deputy, Operations	26.10	30.60	35.09	9		
Travis	Law Enforcement Sheriff Deputy	25.65	29.41	33.18	12		
Williamson	Deputy	25.63	30.76	35.89	8		
City of San Marcos	Officer	27.48	32.85	38.23	4		
City of Georgetown	Officer	26.71	32.96	39.21	3		
City of New Braunfels	Police Officer	26.00	30.47	34.94	11		
City of Kyle	Police Officer	25.64	31.11	36.58	7		
City of Round Rock	Officer	28.82	34.78	40.74	1		
<b>Average</b>		<b>26.09</b>	<b>30.78</b>	<b>35.47</b>			

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
<b>Detective</b>							
<i>Hays County Current</i>	<i>Detective</i>	<i>29.76</i>	<i>33.44</i>	<i>37.12</i>			
<i>Hays County Proposed</i>	<i>Detective</i>	<i>31.25</i>	<i>35.42</i>	<i>39.59</i>	<b>5</b>	Y	100.67%
Bexar	LE Investigator	32.83	34.15	35.47	7		
Collin	Investigator	28.97	33.89	38.81	8		
Comal	CID Officer	29.84	35.34	40.84	6		
Denton	Investigator	26.13	32.66	39.20	10		
McLennan	Investigator	27.84	29.13	30.42	12		
Tarrant	No match	37.09	43.50	49.91	1		
Travis	Law Enforcement Detective	36.14	40.28	44.43	2		
Williamson	Detective	27.72	32.88	38.05	9		
City of San Marcos	Corporal	33.75	36.94	40.14	4		
City of Georgetown	No match	n/a	n/a	n/a	n/a		
City of New Braunfels	Police Corporal	35.29	37.12	38.96	3		
City of Kyle	Police Officer	25.64	31.11	36.58	11		
City of Round Rock	No match	n/a	n/a	n/a	n/a		
<b>Average</b>		<b>31.02</b>	<b>35.18</b>	<b>39.35</b>			
<b>LE Sergeant</b>							
<i>Hays County Current</i>	<i>Sergeant</i>	<i>33.24</i>	<i>36.47</i>	<i>39.69</i>			
<i>Hays County Proposed</i>	<i>Sergeant</i>	<i>35.85</i>	<i>39.33</i>	<i>42.81</i>	<b>7</b>	Y	100.79%
Bexar	LE Sergeant	36.14	37.58	39.02	10		
Collin	Sergeant	32.97	38.58	44.19	9		
Comal	Patrol Sergeant	34.83	39.45	44.07	6		
Denton	Sergeant	29.92	37.40	44.88	11		
McLennan	Deputy Sergeant	31.45	32.15	32.84	14		
Tarrant	Sergeant, Operations	31.52	36.94	42.36	12		
Travis	Law Enforcement Sergeant	40.13	44.47	48.81	1		
Williamson	Sergeant	29.93	35.51	41.09	13		
City of San Marcos	Sergeant	38.84	41.30	43.75	5		
City of Georgetown	Sergeant	37.19	41.84	46.49	2		
City of New Braunfels	Police Sergeant	39.35	41.40	43.45	4		
City of Kyle	Sergeant	35.62	39.01	42.40	8		
City of Round Rock	Sergeant	36.59	41.62	46.65	3		
<b>Average</b>		<b>34.96</b>	<b>39.02</b>	<b>43.08</b>			

Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
<b>LE Lieutenant</b>							
<i>Hays County Current</i>	<i>Lieutenant</i>	<i>36.81</i>	<i>40.35</i>	<i>43.90</i>			
<i>Hays County Proposed</i>	<i>Lieutenant</i>	<i>39.53</i>	<i>43.34</i>	<i>47.14</i>	<b>7</b>	Y	100.00%
Bexar	LE Lieutenant	39.73	41.33	42.92	9		
Collin	Lieutenant	35.01	40.97	46.93	10		
Comal	Lieutenant	39.93	43.33	46.72	8		
Denton	Lieutenant	32.01	40.01	48.01	11		
McLennan	Deputy Lieutenant	34.03	34.65	35.26	13		
Tarrant	Lieutenant, Operations	37.09	43.50	49.91	6		
Travis	Law Enforcement Lieutenant	47.34	52.08	56.81	1		
Williamson	Lieutenant	33.47	39.26	45.05	12		
City of San Marcos	No match	n/a	n/a	n/a	n/a		
City of Georgetown	Lieutenant	42.11	46.21	50.32	3		
City of New Braunfels	Police Lieutenant	43.88	46.16	48.45	4		
City of Kyle	Lieutenant	42.38	44.21	46.03	5		
City of Round Rock	Lieutenant	43.49	48.30	53.12	2		
<b>Average</b>		<b>39.21</b>	<b>43.33</b>	<b>47.46</b>			
<b>LE Captain</b>							
<i>Hays County Current</i>	<i>Captain</i>	<i>41.47</i>	<i>45.37</i>	<i>49.27</i>			
<i>Hays County Proposed</i>	<i>Captain</i>	<i>43.79</i>	<i>47.91</i>	<i>52.03</i>	<b>7</b>	Y	98.61%
Bexar	LE Captain	43.89	45.46	47.04	11		
Collin	Captain	40.67	47.59	54.51	9		
Comal	Captain	42.69	47.91	53.12	8		
Denton	Captain	36.65	45.81	54.97	10		
McLennan	Deputy Captain	36.60	37.64	38.67	14		
Tarrant	Commander	41.39	48.51	55.63	6		
Travis	Law Enforcement Captain	42.92	55.79	68.67	1		
Williamson	Captain	36.46	44.51	52.56	13		
City of San Marcos	Commander	48.56	52.03	55.50	5		
City of Georgetown	Captain	48.48	53.21	57.94	3		
City of New Braunfels	Police Captain	49.90	53.03	56.16	4		
City of Kyle	Captain	43.44	44.75	46.07	12		
City of Round Rock	Commander	49.88	55.35	60.82	2		
<b>Average</b>		<b>43.19</b>	<b>48.58</b>	<b>53.97</b>			



Market Source Participant	Market Source Position	Participant Initial Hourly Rate (IHR)	Participant MidPoint (MHR)	Participant Final Hourly Rate	MHR Rank	MR Test (Y/N)	%M (%)
<b>Deputy Constable</b>							
<i>Hays County Current</i>	<i>Deputy Constable</i>	24.52	29.49	34.46			
<i>Hays County Proposed</i>	<i>Deputy Constable</i>	26.50	31.59	36.68	2	Y	107.87%
Bexar	Deputy Constable	n/a	n/a	n/a	n/a		
Collin	Deputy Constable	27.03	31.63	36.23	1		
Comal	Deputy Constable	25.46	30.85	36.24	3		
Denton	Deputy Constable	24.42	30.53	36.63	6		
McLennan	Deputy Constable	18.38	23.62	28.85	8		
Tarrant	Deputy Constable	26.10	30.60	35.09	5		
Travis	Deputy Constable	24.37	27.03	29.70	7		
Williamson	Deputy Constable	25.63	30.76	35.89	4		
<b>Average</b>		<b>24.48</b>	<b>29.29</b>	<b>34.09</b>			

**EXHIBIT F**  
**SOFT PAYS FOR FISCAL YEAR 2022 THROUGH CONTRACT TERM**

The following section of this Agreement, Article 8, Section 8, shall be effective and shall replace its corresponding section, above, on October 1, 2021, and shall remain in effect until the end of the term of this Agreement, unless amended or modified by agreement of the Parties.

**Section 8. Incentives Pay**

**A. Field Training Officer Pay.** A Field Training Officer (F.T.O.) for the Hays County Sheriff's Office is an Officer who carries the rank of Deputy or Corrections Officer, meets the requirements as established in the Sheriff's Office F.T.O. policy, and is formally assigned and recognized by County Management as a Field Training Officer. An F.T.O. for any Hays County Constable's Office is a Deputy Constable designated by that Constable to provide field training and is formally assigned and recognized by County Management as a Field Training Officer. Each Officer assigned shall be granted Soft Pay of \$2.50 per hour for each hour actively engaged in field training activities as a Field Training Officer, as long as budgeted funds for this pay are not exhausted for the fiscal year. Each Fiscal Year for 2021, 2022, 2023 and 2024, the budget for Field Training Officer Pay will be based on the calculation reflected below for Deputies and Corrections Officers respectively ("Y" represents the number of dedicated Field Training Officers negotiated between the Sheriff or a Constable and the Commissioners Court during any budget cycle) :

1. Sheriff's Deputies:  $Y \times 624 \times \$2.50$
2. Corrections Officers:  $Y \times 164 \times \$2.50$
3. Deputy Constables:  $Y \times 200 \times \$2.50$  (for each Constable's Office with the County)

**B. Additional Soft Pays.**

**1. Uniform Allowance.**

Deputy Sheriff Track Employees promoted into a Non-Uniformed position may request advanced payment of the stipend up to three hundred and sixty dollars (\$360.00), to the County Treasurer's Office within fifteen (15) days of a promotion or qualifying reassignment. Upon receipt of a request for advanced payment of the Uniform Allowance, the County Treasurer shall, at the time it pays the next Uniform Allowances to other qualified Employees, pay the requesting Officer the sum of that Officer's Uniform Allowance for the remainder of that Fiscal Year. Officers who receive an advance of their Uniform Allowances shall not be eligible to receive a monthly allowance under this Section until October of the next Fiscal Year.

The Sheriff and Constables shall provide full sets of Uniforms (excepting bullet-proof vest and, boots) to each Corrections Track, Deputy Sheriff Track, and Deputy Constable Track Employee. Should a uniform require replacement, in the opinion of the Chain of Command, the Sheriff and Constables shall replace that uniform within a reasonable time. For the purposes of this paragraph, "full sets of Uniforms" shall consist of the following:

"Uniformed Corrections Track, Deputy Sheriff Track, and Deputy Constable Track Employees," which the Parties agree shall pertain to Employees within those tracks who

are required to wear a uniform during performance of most of their regular duties, shall receive the following:

- D) One long-sleeve shirt and one pair of pants to satisfy the Class A uniform requirements.
- E) Six shirts to satisfy the Class B uniform requirements. Employees may choose short-sleeve or long-sleeve.
- F) Three pair of pants to satisfy the Class B uniform requirement.

“Non-Uniformed Corrections Track, Deputy Sheriff Track, and Deputy Constable Track Employees,” which the Parties agree shall pertain to Employees within those tracks who are not required to wear a uniform during performance of most of their regular duties, shall receive the following:

- D. One long-sleeve shirt and one pair of pants to satisfy the Class A uniform requirements.
- E. One shirt to satisfy the Class B uniform requirements. Employees may choose short-sleeve or long-sleeve.
- F. One pair of pants to satisfy the Class B uniform requirement.

**2. Certification Pay.** Members of the Bargaining Unit shall be compensated in the manner, below, for corresponding peace officer, corrections officer and/or civil process certifications, granted that said certifications are relevant to the Career Path in which that member of the Bargaining Unit is currently employed. For the purposes of this Section, Deputy Sheriff and Deputy Constable Track Employees shall be compensated for Peace Officer certifications, Corrections Officer Track Employees shall be compensated for Corrections Officer certifications, and Deputy Constable Track Employees shall be compensated for Civil Process Proficiency Certifications. Compensation shall be made as follows: one hundred dollars (\$100.00) per month for Intermediate Peace Officer or Intermediate Corrections Officers certifications, one hundred, fifty dollars (\$150.00) per month for Advanced Peace Officer or Advanced Corrections Officers certifications, two hundred dollars (\$200.00) per month for Master Peace Officer or Master Corrections Officer certifications, and one hundred dollars (\$100.00) per month for Civil Process Proficiency certifications. A summary of the Certification Pay corresponding to each Employee as of the Effective Date is included in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.

**3. Shift Differential Pay.** The County shall pay a maximum of two hundred dollars (\$200.00) per month to an Employee that works night shifts that begin at or after 6:00 p.m. Only Employees working fifty percent (50%) or more of their shifts between 12:00 a.m. and 6:00 a.m., in a twenty-eight (28) calendar day cycle, shall be eligible for soft pays under this paragraph. However, if an Employee who is not receiving Shift Differential Pay works a shift described by this paragraph, that Employee shall be paid an additional ten dollars (\$10.00) for that shift.

The County shall pay a maximum of one hundred dollars (\$100.00) per month to an Employee that works evening shifts that begin at 3:00 p.m. Only Employees working fifty percent (50%) or more of their shifts between 9:00 p.m. and 3:00 a.m., in a twenty-eight (28) calendar day cycle, shall be eligible under this paragraph. However, if an Employee who is not

receiving the Shift Differential Pay under this paragraph works a shift described by this paragraph, that Employee shall be paid an additional five dollars (\$5.00) for that shift.

**4. Special Assignment Pay.** The County shall pay an additional one hundred dollars (\$100.00) per month to an Employee assigned by the Sheriff (or Constables for items 5 and 7) to perform the following special assignments:

1. Special Weapons and Tactics (“SWAT”)
2. Crisis Negotiation Team (“CNT”)
3. Special Emergency Response Team (“SERT”)
4. Hays County Unmanned Robotics Team (“HURT”)
5. Motorcycle Patrol
6. Step Up Pay (See below)
7. Language Pay (See below)

If an Employee is assigned to more than one of the above-listed Special Assignments, other than as excepted below, that employee shall only receive one soft pay of one hundred dollars (\$100.00) per month under this subsection. However, if an Employee is assigned to receive Language Pay and a soft pay for one or more other Special Assignments, then that Employee may receive two hundred dollars (\$200.00) per month under this subsection. Additionally, an Employee may qualify to receive two hundred dollars (\$200.00) per month for any combination of Step Up Pay, SERT, and Language Pay.

*Motorcycle Patrol.* Employees assigned to Motorcycle Patrol duties shall qualify for Special Assignment pay. However, the monthly Special Assignment pay shall be reduced, *pro rata*, for shifts worked not on motorcycle patrol (e.g. due to weather conditions or other factors), Employees assigned to Motorcycle Patrol who work a shift *not* on a motorcycle shall indicate that on their timesheets, so that the *pro rata* calculation may be made.

*Step Up Pay.* Corrections Officers who are also certified peace officers (“Certified Corrections Officers” or “CCO’s”) shall be eligible to receive Step Up Pay assignment. CCO’s assigned Step Up Pay shall be responsible for a number of additional duties, on an as-needed basis, while working a shift. Those additional duties may include taking and writing reports of crimes that occur within the corrections facility, serving warrants and other official papers within the corrections facility, and performing investigations. Step Up Pay shall only be applicable for Employees holding the rank of Sergeant or below.

*Language Pay.* In order to enhance the function of law enforcement and corrections in Hays County, and to ensure clear communications with Spanish speakers and users of American Sign Language (“ASL”), the Parties agree to establish a Language Pay program by October 1, 2021. Individuals who wish to qualify for Language Pay must take and pass a proficiency exam in either Spanish or ASL to be qualified for Special Assignment. Once qualified, an employee may be assigned Language Pay by the Sheriff or a Constable if sufficient soft pays are budgeted to accommodate the Special Assignment.

**4. Supervisory Pay for Deputy Constables.** One Deputy Constable in each Constable’s office may be assigned supervisory responsibilities by the Constable, if the Constable is going to be away from the office for two (2) weeks or more. Supervisory Pay shall

be a Soft Pay of two hundred dollars (\$200.00 USD) per month, except that such pay may be reduced accordingly to reflect a partial month worked in this capacity. Supervisory Pay under this subsection may not be combined with Field Training Officer pay under Section A, above, which is reserved for hours spent actively training of new recruits to that Constable's office.

**APPENDIX "A"**  
**DUES DEDUCTION AUTHORIZATION**  
**COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS**



# Hays County Law Enforcement Association

PO BOX 269  
Kyle, TX 78610

[www.hclea.com](http://www.hclea.com)

## PAYROLL DEDUCTION REQUEST FORM

**\*\*\*THIS FORM IS FOR SO AND LEC LAW ENFORCEMENT ONLY\*\*\***

This form is the employee's authorization for Hays County to start the payroll deduction for Hays County Law Enforcement Association/ Combined Law Enforcement Associations of Texas (HCLEA/CLEAT) dues. This form should be completed, signed and returned to the Hays County Treasures Office.

**HCLEA/CLEAT dues are \$40.00 Per Month**

### Employee Authorization

I request the Hays County Treasurer's Office to deduct the above amount from my paycheck each month and forward these deductions to the Combined Law Enforcement Associations of Texas (CLEAT) beginning on the request effective date shown below.

**Please Circle the MONTH, All deductions will occur the 1<sup>st</sup> of the month circled:**

January    February    March    April    May    June    July    August    September    October    November    December

Print Name: \_\_\_\_\_ Employee Signature: \_\_\_\_\_ Employee # \_\_\_\_\_ Date: \_\_\_\_\_

Received in Treasures Office:
Date Stamp
Received By: _____

### CLEAT MEMBERSHIP APPLICATION New Renewal Update Inactive/Retired

Last Name: \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_ Department/Agency \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

SSN \_\_\_\_\_ DOB: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_

Email Address: \_\_\_\_\_ Can be contacted:  Work  Home  Mobile

Method of Payment:  County Deduct

CLEAT provides Killed in the Line of Duty death benefit. The benefit will be paid first to spouse, second to children, third to parents, fourth to brothers and sisters, fifth to estate. If you desire a specific beneficiary other than designated above please specify below.

Name and Address of Beneficiary: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_ Referred by: \_\_\_\_\_

CLEAT membership begins when the CLEAT office, 400 W. 14th Street, Suite 200, Austin, Texas receives both your application and first month's dues.

For Office Use Only \_\_\_\_\_ Rec'd Computer \_\_\_\_\_ Pkt. \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_

(Last) (First) (M.I.)

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

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

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

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

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



**APPENDIX "C"  
GRIEVANCE FORMS**

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

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

**Grievance Submittal**

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

\_\_\_\_\_  
Name                      Address                      City/State/Zip                      Phone

\_\_\_\_\_  
Division                      Title/Rank                      Station/Shift                      Phone

**A. Factual Basis of the Grievance.** Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
HCLEA Representative                      Date

\_\_\_\_\_  
Sheriff or Constable/designee as applicable

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Name Address City/State Phone

\_\_\_\_\_  
Division Title/Rank Station/Shift Phone

**Grievance Committee Statement**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRIEVANCE COMMITTEE RECOMMENDATION**

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

\_\_\_\_\_  
Grievance Committee Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
HCLEA Representative

\_\_\_\_\_  
Date