

**COLLECTIVE BARGAINING LABOR AGREEMENT**

**Between**

**KLEBERG COUNTY, TEXAS**

**And The**

**KLEBERG COUNTY SHERIFF'S OFFICERS  
ASSOCIATION  
("KCSOA")**

**Fiscal Year 2023 to 2024**

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## **ARTICLE 1**

### **IDENTIFICATION OF THE PARTIES**

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

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

**Section 3.** The KLEBERG COUNTY SHERIFF'S OFFICERS ASSOCIATION ("KCSOA") is an Association qualifying under Chapter 174, Texas. Local Gov't Code ("TLGC").

**Section 4.** References to the COUNTY and the ASSOCIATION jointly shall be to the "PARTIES."

## **ARTICLE 2**

### **PURPOSE AND INTENT**

#### **Section 1**

The purpose of this Agreement is to give effect to the collective bargaining rights, privileges, and obligations contemplated under Chapter 174, Texas Local Gov't Code ("TLGC").

#### **Section 2**

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

## **ARTICLE 3**

### **RECOGNITION CLAUSE**

#### **Section 1**

KLEBERG COUNTY hereby recognizes the KLEBERG COUNTY SHERIFF'S OFFICERS ASSOCIATION ("KCSOA") as the sole and exclusive bargaining agent for all law enforcement officers, in accordance with Chapter 174, TLGC, as well as the applicable provisions of Chapter 158, TLGC.

#### **Section 2**

This Labor Agreement shall be binding upon the successors and assignees of the PARTIES during the term of this Agreement.

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

Section 1

**Term of the Agreement.** Except as otherwise provided for within this contract, this Agreement shall be for a period of one (1) year, beginning on October 1, 2023 and ending on September 30, 2024.

Section 2

**Evergreen Clause.** However, if the parties have not agreed upon a new agreement by end of the contract term specified above, the terms of this Labor Agreement shall thereafter continue in effect without change until September 30, 2026. Unless it is superseded by a new agreement.

**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 under state or federal civil rights law, anti-discrimination laws, anti-retaliation law or whistle-blower law, which any other public employee would otherwise have.

**Section 2. County Policies, Rules, Regulations, and Directives.** Subject to the provisions of this Labor Agreement, and any applicable state and federal laws, any existing COUNTY policies, rules, regulations, and directives in existence at the time of the execution of this Labor Agreement shall continue to apply and be enforced by management. The PARTIES agree that any COUNTY policy, rule, regulation or directive that is not specifically superseded by provisions of this Labor Agreement may be unilaterally amended or modified by the COUNTY, subject to the Maintenance of Standards provision also contained in this Labor Agreement.

## ARTICLE 6

### MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

**Section 1. Management Rights.** The PARTIES understand and agree that the KLEBERG COUNTY, TEXAS, as a duly constituted unit of government under the Constitution and Laws of the State of Texas hereby retains all those powers, privileges, rights, and authority conferred by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than as required by law, or this Labor Agreement.

**Section 2. Maintenance of Standards.** Subject to the foregoing management rights clause, the COUNTY agrees that any standard, privilege, and working conditions enjoyed by the employees at the effective date of this Agreement, which is not specifically included in this Agreement, and as to which the COUNTY would otherwise be subject to a mandatory duty of bargaining, will not be changed without the consent of the ASSOCIATION.

Section 1. Captains and Chief Deputy shall be compensated on a salary basis and are exempt employees for purposes of overtime compensation under applicable federal law. The parties further agree that the Captains and Chief Deputy accept their salaries as inclusive of any and all overtime compensation. The positions of Captain and Chief Deputy are appointed and serve at the pleasure of the sheriff.

## ARTICLE 7

### NON-DISCRIMINATION

The County agrees not to discriminate against any employee for their lawful activity in behalf of, or membership in, the Association. Nothing in this Agreement shall interfere with any employee's right to pursue allegations of discrimination based on race, creed color, national origin, religion, age, sex/gender, sexual harassment or disability under federal or state law.

All references to employee in this agreement designates both sexes, and where the male gender is used, it shall be construed to include male and female.

The County shall provide a copy of special/general orders, training bulletins, rules/regulations, and this agreement to every employee.

The County shall not engage in the following practices:

1. Interfere with, restrain, or coerce employees in the exercise of rights granted by TLGC Chapter 174 or in this agreement;
2. Dominate, interfere or assist in the formation, existence, or administration of any employee organization/committee, or contribute financial support to such organization;
3. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms and conditions of employment;
4. Discharge or otherwise discriminate against any employee because he has filed an affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this agreement
5. Discriminate against any employee because of association, non-association, or affiliation; or discriminate in the application or interpretation of this agreement.

The County recognizes its responsibility to a consistent interpretation and application of Departmental Rules and Regulations, Specials Directives, and Orders which govern the conduct of employees.

**ARTICLE 8**  
**DUES DEDUCTIONS**

Section 1

The COUNTY agrees that it will provide dues deduction to the members of the duly recognized bargaining agent in accordance with standard procedures approved by the COUNTY AUDITOR.

Section 2

All amounts deducted pursuant to this Article shall be paid to the legally-designated representative of the duly recognized bargaining agent and its affiliate in accordance with reasonable procedures established by the COUNTY AUDITOR.

Section 3

The COUNTY further agrees that the dues deduction service shall be exclusive to the duly recognized bargaining agent and its affiliate.

Section 4

The ASSOCIATION may change the amount of the dues deduction with thirty (30) calendar days' notice to the COUNTY in writing.

Section 5

The duly recognized bargaining agent, and its affiliate agrees to indemnify, defend and hold the COUNTY harmless against any claims, demands, suits, for any action taken by the COUNTY in compliance with the provisions of this Article.

## ARTICLE 9

### SHIFT CYCLES, HOURS OF WORK, & PAY CYCLES

#### Section 1

Pay Cycle. Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the COUNTY's authority to alter, modify, or otherwise change its pay cycles for law enforcement personnel so long as any modification is in accordance with state and/or federal law.

#### Section 2

Shift Cycles. Nothing in this Labor Agreement shall be interpreted or otherwise be in derogation of the COUNTY's authority to alter, modify, or otherwise change its shift cycles for law enforcement personnel so long as any modification is in accordance with state and/or federal law.

## ARTICLE 10

### OVERTIME PAY

#### Section 1

**Overtime Pay.** Members of the bargaining unit shall earn and accrue overtime in accordance with the minimum requirements under state and/or federal law requiring payment of an overtime rate of pay.

**Section 2.** When overtime is accrued (meaning any time worked in excess of forty (40) hours during a workweek) *it shall be the sole responsibility of the Sheriff or his designee monitor overtime and make staffing adjustments*, it will be the option of the individual officer to be compensated in compensatory time or in real money in accordance with state and/or federal law.

**Section 3.** Time off for sick leave, Holiday, compensatory and jury duty shall be counted as time worked for purposes of computing eligibility for overtime, for any purpose that is allowed by law.

### K-9 OVERTIME

#### Section 1.

##### Overtime Pay.

The Sheriff or designee shall determine the compensable hours and respective care and maintenance activities for k-9 handlers per week or pay period.



In some instances, actual hours spent on care and maintenance may be compensated as overtime with prior approval of Sheriff or his designee. This overtime compensation will be documented in Kleberg County Sheriff's Office overtime sheet to include a log outlining care and maintenance signed by Sheriff or designee.

## **Section 2. K-9 Maintenance Compensation**

K-9 handler off-duty care documentation will include the maintenance and time a K-9 handler spends including, but not limited to, feeding and watering, kennel cleaning, grooming, bathing, exercising, vehicle cleaning, veterinary visits and administration of medicines.

K-9 Handler will provide documentation for hours per week (or pay period) providing off-duty care and maintenance based on the number of days that **actual** care is provided, however any time the k-9 is kenneled it is considered not under your direct care.

K-9 Handler will not spend their own money on departmental K-9 without prior agreement outlining a reimbursement policy.

*If an agreement exists to compensate handlers such as a yearly stipend or a fixed rate of pay or other alternative compensation **strictly** for care and maintenance, and unless a fixed, designated amount of time has been established, that time can be claimed as straight time.*

## **ARTICLE 11 Wages and Pays**

**Section 1. Pay Table.** Wages and pays shall be those specified in the Pay Table attached to this Labor Agreement; provided that implementation of those pays shall begin on the first full pay period after the effective date of this Labor Agreement or after October 1, 2023, whichever is later.

**A. Pro-Rata Calculations.** The specified wages and pays shall be payable on a pro-rata basis in accordance with the pay cycles established by the COUNTY and using existing COUNTY conversion calculations.

**B. Implementation Guidelines.** Further, whenever an individual member qualifies for an adjustment to wages and pays by virtue of the application of the provisions contained in the Pay Table, the application of that wage and pay adjustment shall be implemented starting in the first full pay period after the condition giving rise to the pay adjustment is triggered.

**Section 2. No Retro-Pays.** The parties understand and agree that there shall not be any retroactive application of pays for services already rendered. All pays shall be prospective only; provided, however that the calculation of future seniority pays using existing COUNTY service in a law enforcement capacity shall not be considered as a retro-active pay.

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

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

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

**Section 5. Questions Over Appropriate Position Title.** Any individualized disputes about the appropriate Position Title specified in the Pay Table of this Agreement applicable to a particular employee shall be resolved administratively by the Sheriff, in his sole discretion, the Sheriff's discretion being limited to application of the job titles negotiated in this Agreement.

**Section 6. Reclassification of Budgeted Position.** Nothing in this Labor Agreement shall impair the prerogatives of the Sheriff's Office and/or the Commissioners Court from the reclassification of any particular budgeted position.

**Section 7.** An appendix of current members of the bargaining unit, identified by

name, title, and date of hire (for purposes of calculating seniority), is hereby appended to this Labor Agreement and approved by the PARTIES for purposes of identifying the members of the bargaining unit, to establish appropriate position titles for purposes of base pay, and to confirm approval of the Labor Agreement using KCSOA voting procedures.

**Section 8. Longevity and Seniority Pays.** Starting on the first anniversary of employment, members will the following annual longevity/seniority pay (amounts are in whole dollars):

Years of Service	FY 2023- 2024
0 – 1	0
1-2	800
2-3	1,000
3-4	1,200
4-5	1,400
5-6	1,800
6-7	2,200
7-8	2,200
8-9	2,600
9-10	2,600
10-11	3,200
11-12	3,200
12-13	3,600
13-14	3,600
14-15	4,000
15-16	4,000
16-17	4,200
17-18	4,200
18-19	4,400
19-20	4,400
20-21	4,400
21-22	5,200
22-23	5,200
23-24	5,200
24 and up	6,200

The above seniority table is intended to incorporate any statutorily based longevity obligations, such as those found in Chapter 152, TLGC, into a single negotiated seniority pay.

The above pays would be paid on a pro-rata basis over the course of the annual pay cycle. Further, the amount paid shall be triggered on the anniversary date of the employee's date of hire. Total years of service with Kleberg County in the Sheriff's Office in a law enforcement capacity shall count towards calculation of seniority.

**Section 9. TCOLE PEACE OFFICER/DETENTION OFFICER CERTIFICATION PAY/EDUCATION PAY**

In addition to the foregoing pays, qualified personnel shall also receive, on a pro-rata basis; certification pays for the following types and levels of law enforcement/detention certification and education pays. Certification pays are not cumulative, but will be paid at the highest level held. Proof of TCOLE CERTIFICATION must be on file with the County's Human Resources Department to trigger this pay provision.

Type/Level	Hourly Amount	Annual Amount
Basic	\$0.17	\$360
Intermediate	\$0.31	\$650
Advanced	\$0.48	\$1,000
Masters	\$0.72	\$1,500

Degree	Hourly Amount	Annual Amount
Associates	\$0.24	\$500
Bachelors	\$0.72	\$1,500
Masters	\$0.96	\$2,000
PhD	\$1.20	\$2,500

Other certification pay:

Certification	Monthly Amount	Cap
Firearms Instructor	\$50.00	2
SWAT/SRT	\$50.00	10

Deputies possessing certification for training programs not approved shall not receive certification pay. Deputies possessing certification for training programs shall be active

in order to receive certification pay. The Sheriff shall have sole discretion to assign a deputy into a position requiring a Firearm Instructor or SWAT/SRT certification in accordance with the above-established caps.

**Section 10. BASE PAY AMOUNTS**

Base pay increases will be as follows:

Fiscal Year 2023 – 2024 will include an annual 4% salary increase as indicated in Attached Pay Table.

**Section 11. FIELD TRAINING OFFICERS, COORDINATORS AND TRAINING COORDINATORS.**

Sworn staff (Peace Officers assigned to patrol or Correctional Officers) that is assigned as Field Training Officers and Training Coordinators by the Sheriff or his/her designee shall receive an additional incentive pay of \$ 100.00 per month.

**Section 12. Assignment Pay.**

In addition to foregoing pays, qualified personnel shall also receive monthly payment, on a pro-rata basis, for the following assignments:

Assignment	Annual Amount
Jail Peace Officer	\$1,200.00
Field Training Officer and/or Training Coordinator (Jail – 5 total positions)	\$1,200.00
Field Training Officer and/or Training Coordinator (Patrol – 5 total positions)	\$1,200.00

**Section 13. Court Pay.**

Any member of the bargaining unit who, while on a relief day or scheduled time off (vacation, sick leave, compensatory time, Etc.), who is under a court order to appear in a municipal, justice, county, district, or federal court to give testimony related to official sheriff's office business shall receive pay for all hours he/she was required to be in court. Regardless of time spent in court, members shall receive a minimum of two (2) hours of pay.

## **Section 14. Funeral Escorts.**

Both parties agree that the past practice of using on-duty deputy sheriffs to provide funeral escorts to private funeral facilities takes the deputy away from providing law enforcement services and limits his/her call response ability. It is now agreed that all funeral escorts may be conducted by off-duty deputy sheriffs. The County will allow deputy sheriffs to utilize their assigned county vehicle in order to provide the escort. Remuneration for services provided will be paid by the funeral home directly to the deputy. The County will not set rates nor receive payment for the services of off-duty deputy sheriffs conducting funeral escorts.

## **Section 1. Call Back Pay.**

All members of the department who are called back to work by the Sheriff (or his designee) after completing their tour of duty shall be paid for all time they are required to return. If called back for anything that requires less than two (2) hours, a minimum of two (2) hours minimum pay will be afforded to the deputy.

## **ARTICLE 12 Equipment Issue**

### **Section 1**

Upon initial employment each new employee shall receive:

- Four pairs of uniform pants;
- Two short sleeve uniform shirts;
- Two long sleeve uniform shirts;
- One pair of uniform foot ware;
- One cold weather jacket;
- One uniform belt;
- One name plate;
- One metal badge;

One pair of handcuffs with case

Each newly hired or transferred patrol officer shall also receive:

One flashlight with case;

One handgun with holster;

Two additional handgun magazines with case;

One additional pair of handcuffs with case;

One duty belt;

One two-way radio with case;

One impact weapon;

One set of body armor;

One set of rain gear;

Two boxes of duty ammunition

## ARTICLE 13

### PAID TIME OFF: HOLIDAYS

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

**Section 2.** For COUNTY recognized holidays, members who actually work the holiday will receive premium pay of double time and one half for all hours physically worked.

## ARTICLE 14

### PAID TIME OFF: VACATION LEAVE



Section 1. Accrual Rate. Employees shall earn and accrue vacation leave in accordance with the existing accrual allowances provided for by the COUNTY's Personnel Policy and/or Rules and Regulations. However, unused vacation will be permitted to carry over into subsequent years of this agreement as follows: members will not be able to carry over more than two hundred forty (240) hours.

Section 2. Vacation Sell Back. Bargaining Unit members who have at least two hundred forty (240) hours of vacation on September 30th, they can by providing written request to the County Finance Department request to sell forty (40) hours to the County. the Funds will be paid by the 2nd pay period in the following January at the pay rate in affect on September, 30, of that year.

## ARTICLE 15

### PAID TIME OFF: SICK LEAVE

**Section 1** Accrual Rate. Officers shall earn and accrue sick leave time in accordance with the existing accrual allowances provided for by the COUNTY's personnel policy and/or rules and regulations.

## ARTICLE 16

### Section 2

#### PAID TIME OFF: FUNERAL LEAVE

Accumulation of Sick Leave Time. Bargaining unit members shall be permitted to

#### Section 1

accrue or retain no more than four hundred eighty (480) hours of sick leave.

#### Section 3

Sick leave shall be managed in accordance with existing COUNTY's personnel policy and/or rules and regulations.

#### Section 4

Remaining sick leave will be paid to members who are terminated for (5) consecutive days off

Funeral leave shall be allowed and managed in accordance with existing COUNTY's personnel and/or rules and regulations, as these existed at the time of the execution of this Labor Agreement.

## **Section 2**

For purposes of this Article only, the term "immediate family" is defined the same as the definition used in COUNTY Personnel Policy and/or rules and regulations.

## **ARTICLE 17**

### **PAID TIME: ASSOCIATION ACTIVITY**

#### **Section 1**

Negotiation Time. The duly designated members of the ASSOCIATION's bargaining team, if on regularly scheduled duty during a joint scheduled bargaining session shall be allowed to attend that bargaining session, subject to the critical staffing needs of the Sheriff's Office determined by the Sheriff's Office management.

#### **Section 2**

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

#### **Section 3**

Labor Relations Committee. Duly appointed members of the Labor Relations Committee under this Labor Agreement who are required to attend an LRC meeting scheduled during their usual duty time, shall be allowed to attend, subject to the critical staffing needs of the Sheriff's Office. This is not intended to create extended duty time, overtime, or any modifications to the usual duty schedule.

## **ARTICLE 18**

## OTHER ASSOCIATION ACTIVITY

### Section 1

Bulletin Boards. The ASSOCIATION, as the majority bargaining agent, shall have exclusive rights to maintain a bulletin board, and the COUNTY shall not approve a bulletin board to be maintained on its premises other than that of the majority bargaining agent; provided, however, that the ASSOCIATION and its affiliate shall hold the COUNTY harmless from any judicial challenge to this exclusivity provisions and absorb any and all legal costs and expenses associated with the defense of this contract provision.

### Section 2

The COUNTY will not authorize the posting of bulletin boards on any premise by any other employee organization, which is qualified to be a collective bargaining agent for members of the bargaining unit.

### Section 3

The bulletin board shall be consistent in design and standards to other bulletin boards 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 COUNTY, shall be promptly removed by the Association. The COUNTY shall not unreasonably deny an Association posting on the bulletin board.

**Section 6.** The Association shall have reasonable access to its members during role calls or at work stations to pass along Association-related information. Prior notice will be given to the appropriate division commander of the Association's intent to address roll call.

**Section 7.** The Association will be notified of all new hires being hired to work as a law enforcement officer within one pay period of the hiring.

**Section 8.** Association Business Leave Pool.

- A. An Association Business leave pool shall be created with donated time from bargaining unit members for use by authorized association representatives for Association business including representation as provided in this agreement or

under TGC Chapter 617, Section 005, Grievance Committee meetings, disciplinary interviews, arbitration or court proceedings arising out of enforcement of this agreement, legislative leave, and other activities in furtherance of the objectives of the Association. The Association President or his designee shall make a written request for representatives' use of leave from the Association leave pool at least 24 hours before attendance at any function described within this article. Requests for use of leave pool will be granted except due to operational needs prevent granting such use or in the event of a bona-fide emergency.

- B. The County shall deduct four hours of vacation from each Member of the bargaining unit at the beginning of each fiscal year to an Association Business Leave Pool. Any accumulated Association Leave time remaining at the end of the fiscal year shall carry forward into the next fiscal year at the conclusion of any such expiration period. Any bargaining unit member who does not wish to contribute their four (4) hours of vacation in any fiscal year must provide notice in writing to the County at least thirty (30) days prior to the beginning of that fiscal year.
- C. Association Business Leave may be used for activities that support the mission of the Sheriff's Office or the Association, but do not otherwise violate the specific terms of this Article.

## **ARTICLE 19**

### **INSURANCE BENEFITS**

#### **Section 1**

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

**Section 2**

Life Insurance. The COUNTY shall provide life insurance benefits to each bargaining unit employee equivalent to what the COUNTY provides to the COUNTY's civilian employees at any given time.

**ARTICLE 20  
PENSION BENEFITS**

**Section 1**

The COUNTY will furnish to each bargaining unit employee the same pension benefits that the COUNTY provides to the COUNTY's civilian employees at any given time.

**Section 2**

If the COUNTY should adopt a 20 year option such benefit should apply to all members of the bargaining unit.

**ARTICLE 21  
LABOR RELATIONS COMMITTEE**

**Section 1**

General Purpose. There shall be a Labor Relations Committee the purpose of which is to act as a forum for informal, non-binding discussion between ASSOCIATION representatives and COUNTY Management representatives on issue of labor management relations.

**Section 2**

How Constituted. The Labor Relations Committee shall be composed of four (4) members: 2 selected by the ASSOCIATION and 2 selected by the COUNTY JUDGE.

### **Section 3**

Any member of the Committee may raise issues related to labor management relationship, the maintenance of this Labor Agreement, and other general conditions of employment.

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

B. The Committee shall have no right or authority to amend this agreement or to abrogate the authority of the COUNTY.

### **Section 4**

Meetings of the Labor Relations Committee shall be on an as needed basis, but in no event more than once a month. It shall require the affirmative assent of at least three members of the Committee to convene a meeting.

### **Section 5**

Members who are on duty when a Labor Relations Committee is convened may attend on COUNTY time, subject to the staffing needs of the department, but members who are not on duty when a Labor Relations Committee is convened shall attend on their own time.

## **ARTICLE 22**

### **Internal Affairs and Discipline**

#### **Section 1. Interview safeguards.**

Any employee who will be interviewed concerning an act which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards.

#### **Section 2. Notification of Scope of Questioning.**

Whenever an employee is being investigated, the employee shall be informed of the general scope of the investigation prior to questioning. The notification shall include the name of the complainant, the date of the incident, the specific rules the Employer alleges were violated, whether the citizen has signed a complaint form, and a summary of the factual allegations against the employee sufficient to reasonably apprise the employee of

the nature of the charges. The employee may agree to answer questions at the time or request that questioning be delayed for up to five (5) business days in order to obtain legal advice or other assistance.

**Section 3. Notification of Nature of Investigation.**

Employees under non-criminal investigation shall be informed of the nature of that investigation and be provided a copy of the written complaint, if one exists. Where known, employees shall be informed of all details of the investigation which are necessary to reasonably apprise the employee of the factual background of the complaint. When, in the reasonable judgment of the Sheriff, disclosure of the complaint will seriously jeopardize an investigation of the complaint, the notice requirement under this provision shall not apply. When there is reason for management to believe that a violation of rule may result in disciplinary action, employees will not be requested or required to provide statements, memos, letters or other documentation until formal notification is received. If an incident or police report is submitted, no other information will be solicited.

**Section 4. Notification of Suspicion.**

The employee will be informed prior to the interview if the Employer believes the employee is a suspect in the investigation.

**Section 5. Right to Representation.**

At the request of any officer under investigation, he or she shall have the right to be represented by counsel or any Association representative of his or her choice who shall be present at all times during such questioning whenever such questioning may result in disciplinary action or criminal charges against the officer.

**Section 6. Right to an Attorney.**

In situations which involve an investigation of complaints or suspected violations in which an attorney of the Employer is a participant, the member shall have the right to have an attorney of his choosing accompany him in such proceedings.

**Section 7. Location of Interviews.**

With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interviews to be conducted elsewhere.

**Section 8. Time of Interviews.**

The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

**Section 9. Employee Constitutional Rights.**

The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of the State or United States.

**Section 10. Notification of Criminal Nature of Investigation.**

If the Employer questions an employee during a criminal investigation of one of its employees, it shall advise the member of the criminal nature of the investigation and whether the member is a suspect or a witness before interviewing the member. The preceding sentence shall not apply to covert or undercover investigations. Investigations of the use of deadly force by members shall be conducted pursuant to the Employers rules.

**Section 11. Employee Rights in the Employer's Rules and Regulations.**

In a criminal investigation, interview or interrogation, the bargaining unit member shall be provided the same constitutional and statutory safeguards afforded to all citizens.

**Section 12. Intimidation.**

Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion.

**Section 13. Threats.**

The employee will not be threatened with transfer or any disciplinary action as a means of obtaining information. The employee cannot be subjected to abusive language or promise of reward as inducement for answering questions.

**Section 14. Polygraph Examination.**

In the course of an interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.



No employee shall be ordered to submit to any device designed to measure the truth of responses during questioning; provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis.

**Section 15. Alcohol Testing.**

No employee will be ordered to submit to a blood test, a breathalyzer, or any other test to determine the percentage of alcohol in the blood except as may be provided otherwise by specific statutory law. Such test may be offered by the employer or requested by the employee. In the event of an automobile accident when driving a County vehicle, drug and alcohol testing will be administered in accordance with County policy.

**Section 16. Intermissions.**

The employee shall be entitled to such reasonable intermissions as he shall request for personnel necessities.

**Section 17. Limitation of Scope of Interviews.**

All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employees about information which is developed during the course of the interview.

**Section 18. Personal Disclosure.**

No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

**Section 19. Witness Status.**

If an employee is questioned only as a witness but the investigator believes or reasonably should believe the employee's responses disclose his/her own possible violations of the law and/or regulations, the employee shall be advised of the possibility that his/her actions or omissions may result in an investigation or disciplinary action and of the right to seek legal advice or other assistance. After the advice is given, the questioning will cease at the request of the employee or the investigator.

**Section 20. Tape Recording.**

If the Employer tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to the employee. If the interviewed employee is subsequently charged and any part of the recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof.

**Section 21. Time Limits on Reporting Findings.**

The Internal Affairs Unit shall have one-hundred twenty (120) days from the date a complainant signs an official complaint in an administrative investigation or the Sheriff assigns a Department Investigator within which to report its findings to the Sheriff, which findings shall be file-stamped by the Sheriff's office upon receipt. In the case of a complaint which was originally investigated as a criminal investigation, the Internal Affairs Unit shall have ninety (90) days from the date such complaint is converted into an administrative investigation within which to report its findings to the Sheriff's office, which findings shall likewise be file-stamped by the Sheriff's office upon receipt. The Sheriff shall have thirty (30) days from that date within which to render his decision as to discipline, if any. The Sheriff may also return the investigation to the Internal Affairs Unit for an additional thirty (30) days after which time he must render a decision.

**Section 22. Unfounded Complaints.**

When any citizen complaint (a) alleges fact which if true could not lead to a criminal charge, and (b) is filed beyond the legal time limits for filing a civil complaint on such facts, then the complaint shall be classified as unfounded or stale, and the accused Deputy Sheriff shall not be required to submit a written report, but he shall be notified in writing of such claim.

**Section 23. Notification of Results.**

The employee shall be advised of the results of the investigation and any future action to be taken on the incident within ten (10) days.

**Section 24. Press Release Results.**

There shall be no press release by the Employer or the Association regarding the employee under investigation until the investigation is completed and the employee is either cleared or charged.

**Section 25. Press Visits.**

The Employer shall not cause employees being questioned to be subjected to visits by the

press or news media, nor shall their home address or photograph be given to the press or news media without the employee's express written consent.

**Section 26. Evidence.**

Evidence obtained during the course of an internal investigation through the use of administrative pressure, threats, coercion, or promises shall not be admissible in any subsequent criminal/civil action.

**Section 27. Signed Complaints.**

Before any internal investigation resulting from a citizen complaint can be initiated against a Deputy Sheriff, that citizen will be required to sign a sworn affidavit, clearly stating the allegation. A copy will be made available to the officer prior to the investigation commencing. If the citizen refuses to sign an affidavit, there will be no internal investigation on the officer based on the complaint from the citizen.

**Section 28. Ban on Solicitation of Complaints.**

The Employer will not solicit any formal citizen's complaints against any Deputy Sheriff; solicitation shall not be construed to mean any follow-up of a third-party complaint or follow-up of first-party complaints.

**Section 29. Unfounded Complaints.**

Complaints against a bargaining unit member, when designated by the Employer to be unfounded, shall not be included in his personnel file, and shall not be used in any subsequent disciplinary proceeding or in making promotional decisions.

**Section 30. Administrative Leave.**

At the sole discretion of the Sheriff, an officer may be placed on administrative leave, either with or without pay, pending the investigation of any complaint against an officer. The length of time an officer may be placed on administrative leave shall be for no longer than required to conduct an investigation. Under no circumstances will an officer be placed on administrative as a means of punishment.

**Section 31. Standards for Discipline.**

No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause. In all instances, discipline will be applied in a corrective, progressive and uniform manner. It shall take into account the circumstances surrounding the incident, the nature of the violations, the employee's record of discipline,

and the employee's record of performance and conduct.

Progressive discipline shall be administered in steps:

Written Reprimand;

Suspension;

Demotion in rank;

And;

Termination of Employment

Though this is progressive, this is in no way intended to mandate that the Sheriff must start at the lowest level of discipline for all infractions. The Sheriff shall have the discretion to implement disciplinary action commensurate with the nature of the offense. The Sheriff will adhere to the disciplinary sanctions in this article and will not use, as a means of discipline, restriction from outside employment, arbitrary changes in relief days or shifts, or any other informal method of punishment.

### **Section 32. Process of Appeal.**

The Sheriff may reprimand, demote, suspend without pay or terminate any Deputy Sheriff for just cause within the scope of this agreement. Except for written reprimands, an officer may appeal disciplinary actions, including suspension, to the County of Kleberg Commissioner's Court.

In the event of termination of employment, regardless of cause, the Deputy will have the option of appealing his case directly to the Commissioner's Court. This appeal shall be filed within ten (10) business days following the date that the notice of termination was served upon the Deputy. Once notice of appeal is received by the Commissioner's Court, the Commissioner's Court shall convene within ten (10) business days to hear the appeal. In accordance with the Texas Open Meetings act, the appealing deputy will have the option of presenting his/her case in an open meeting or in executive session. Once the Commissioner's Court hears the appeal, it shall have ten (10) business days to render its decision. In its decision, the Commissioner's Court may take any of the following actions:

- a. Uphold the termination
- b. Reinstate the Deputy with full back pay and expungement of the termination
- c. Reinstate the Deputy with a reprimand or a suspension

In the event that the Deputy does not agree with the decision of the Commissioner's Court, the Deputy can, within ten (10) business days of the Commissioner's Court ruling, appeal their decision to a neutral 3<sup>rd</sup> party arbitrator following the arbitration process defined in this agreement. The decision of the arbitrator shall be final and binding. There shall be no further appeals to a court of law following the conclusion of the arbitration, provided that the arbitrator acted within the scope of his/her authority in accordance with the terms of this agreement and State Law.

All initial cost of arbitration, related specifically to termination of employment, shall be borne by the deputy in accordance with the terms set by the arbitrator. In the event that the arbitrator rules in favor of the Deputy, the County shall reimburse him/her for the cost of the arbitration. In the event that the arbitrator upholds the termination or reinstates the deputy with a reprimand or a suspension, the deputy shall not receive any reimbursement.

### **Section 33. Written Letters of Counseling**

The County and the Association recognize that as an administrative means of ensuring corrective action, not serious enough to warrant disciplinary action, the Sheriff may use alternative written documentation. Any documentation, regardless of title, designed to improve the performance of an employee may be placed in his personnel file. However, the employ may, after six month from the date of issue, request this document be permanently removed from his file. Upon receipt of such request, the Sheriff shall remove this document. Any document, used for this purpose, is not considered disciplinary and, therefore, will not be used against an employee for the determination of promotions, assignments, or scheduling.

## **ARTICLE 23 HIRING**

**Section 1.** The minimum age for the acceptance of applications for employment for any position in the Sheriff's Office for Corrections is eighteen (18) years of age. The minimum age for Law Enforcement is twenty and one half (20½) years of age provided that at the time of graduation from the Training Academy the applicant will have reached his/her twenty-first (21<sup>st</sup>) birthday.

**Section 2.** Applicants for employment must, as a minimum, successfully pass all of the steps of the application process to include:

A written examination approved by the Sheriff;

A physical agility test which is designed to measure the applicants' physical ability to perform as a law enforcement officer;

A background investigation conducted in accordance with TCOLE regulations including criminal history, driving record, employment history and drug usage;

A medical & psychological examination, and

A screening board consisting of no less than three (3) Deputy Sheriffs.

### **Section 3. Alternate Level Hiring Process.**

Applicant's qualifications: The Sheriff may appoint applicants to Deputy Sheriff positions (not to exceed pay step #2) provided the applicant meets the following minimum requirements:

- a. Has a current TCOLE peace officer intermediate certification;
- b. Is employed or has been employed for at least three (3) continuous years as a law enforcement officer commissioned by TCOLE, by a city, county, state law enforcement agency; and
- c. Has actively worked as a law enforcement officer within the twelve (12) months preceding his application.
- d. The applicant must submit a written request to the Sheriff, who makes the final determination to hire.
- e. The Sheriff may review past performance records of the officer, conduct a background investigation, require appropriate alcohol and drug tests and require any other portion of the employment process he deems appropriate.
- f. Upon receiving an offer of reappointment, the candidate must complete all entry requirements.
- g. The beginning salary of officers appointed under this Lateral Entry process may be equal to the step 2 Deputy Sheriff's salary. Officers will not be eligible to take promotion

examinations until completing three years of service, in accordance with the promotional article of the CBA.

h. Applicants who are appointed must successfully complete an in-service training program specifically designed for applicants who are hired in accordance with this alternate hiring process. The applicant must also complete a field-training period designed for applicants who are hired in accordance with this alternate hiring process. The Sheriff, in his sole discretion, may deny the application of any applicant at any time.

## **ARTICLE 24**

### **PROMOTIONS**

#### **Section 1 General**

1. All covered positions which are above entry level shall be filled by competitive means. The means for promotion will include a written test, an assessment board; and a point system (which reflects discipline, education and longevity with the Kleberg Sheriff's office).

If there are not 3 or more persons with three (3) years of experience at the next lower position, then the Sheriff may reduce their certification level by one (advanced to intermediate or intermediate to basic) or their experience level to 18 months and then in increments of 6 months until a sufficient number of candidates is available for competitive testing.

2. Vacancies will be filled in the order as they appear on the current promotion eligibility list unless bypassed by the Sheriff. The employee status form will be sent to the County Auditor's Office (or other appropriate office) for certification prior the persons being promoted.
3. Vacancies will be filled from the current promotion eligibility list no later than 30 calendar days from the date of the vacancy.
4. When the current promotion eligibility list has been exhausted or has expired, the Sheriff or his designee post the announcement for the promotional test no later than ten (10) business days from the day a vacancy occurs. A written promotion examination will be conducted within thirty (30) calendar days of the announcement.
5. Probationary Period after Promotion: Each promoted officer shall serve a six (6) month probationary period in the new position. Written evaluations will be

conducted on a weekly basis. The probationary period may be adjusted so as to properly allow for any unforeseen leaves of absence or other approved breaks in service. However, should any such leave or break in service be greater than one (1) month, the Sheriff may require that the entire probationary period be restarted at the time the officer returns to work. Promotional probationary periods may be extended for one (1) month at the Sheriff's discretion. Employees promoted may be demoted for cause, without appeal at any time during the six (6) month period subsequent to being so promoted.

6. An employee who appears on a current promotion list may be passed over for a promotion for another employee whose promotional ranking is lower under the following circumstances:
  - a. The employee is under criminal indictment, or charged with a criminal offense
  - b. The employee has been convicted or is on a pre-trial diversion for a felony, Class B misdemeanor or above, or a crime of moral turpitude.
  - c. The employee has received a suspension, demotion, or has been terminated since the promotion list was approved and posted.
  - d. If any employee on the current promotion list has been passed over for a promotion by virtue of the conditions set out in a, b, or c, and that employee has been found not guilty or the charges have been dismissed against the employee, the employee will be returned to the top of the current promotion list.

## **Section 2 Posting of Vacancy**

1. All vacancy announcements will be posted on the Sheriff's office bulletin board. All officers who wish to apply may do so in the County Personnel Office during administrative business hours.
2. The vacancy announcement will include:
  - a. Title
  - b. Purpose of Examination
  - c. Registration: candidates must register to take the written examination no later than fifteen (15) calendar days after the posting of the vacancy announcement during regular administration business hours.
  - d. Date, Time and Place of Written Examination
  - e. Date of the Announcement
3. The vacancy announcement is not a contract and nothing in the announcement shall be construed as binding on the Sheriff's office or the County.



4. The posted material reading list shall include:
  - a. List of official source materials,
  - b. Total number of questions from each source if available from the testing company
5. All source material will be approved by the Sheriff prior to its use.
6. Candidates must meet all minimum eligibility requirements for the position, including time in grade or tenure, seven (7) business days prior to the written exam.

Candidates not eligible to test must be notified in writing by the County Personnel Director or designee prior to the test, stating the reason for ineligibility.

Any material submitted within seven (7) business days before the actual date of the written examination will not be used in calculating additional points.

All material submitted relative to eligibility for examinations or promotions must be submitted to the Personnel Office.

A test will be administered any time there is a promotional vacancy.

### **Section 3 Assessment Board**

1. Candidates who receive a final score of seventy (70) percent or higher on the written test score will advance to the assessment board.
2. The assessment board will consist of a panel, selected jointly by the Sheriff and the Association, of five (5) members from an outside law enforcement agency, being of equal or higher rank of the position being tested for.
3. The assessment board will be designed to evaluate the following:
  - Problem Solving/Analysis
  - Written and Oral Resumes/Structured Interviews
  - Role-Playing
  - Memo/Report Writing
  - Oral Presentation/Plan Preparation
  - Special Event/Operations.
4. The assessment board is not required to evaluate all of the exercises for the above, but may select the exercises or combine the listed exercises into one or more exercises that are best suited for the particular rank.
5. The assessment board shall meet the following criteria:

- a. Shall not be related to any candidates for promotion;
  - b. Shall not be known to, beyond mere acquaintance, any candidates for promotion;
  - c. Shall have two (2) or more years of experience in the promoted or equivalent rank; and
  - d. Shall not be a current or former employee of the County of Kleberg.
6. The assessment board will rate candidates for promotion as follows:
- a. Candidates will be individually rated by each panel member on an overall scale of 1 through 10 (1 being the lowest and 10 being the highest);
  - b. The highest and lowest score will be dropped. The remaining three scores will be averaged together and will constitute the final assessment board score.
7. Once the assessment board is concluded, the Personnel Office will have five (5) business days to compute the combined scores from the written test and the assessment board. This will be known as the raw score for scoring and weighted test/assessment values.

**Section 5 Additional Points**

- 1. A review of each candidate's personnel file will be conducted by the Personnel Director or designee, five (5) days prior to the date of the written test.
- 2. Points will be awarded as follows:
  - a. Longevity            Add 1 point per year of service in current rank not to exceed 10 points
  - b. Education            Points for highest level only:  
                          Associate's Degree—Add 2 points  
                          Bachelor's Degree - Add 4 points  
                          Master's Degree - Add 6 points
  - c. Military service    24 months or greater add 5 points

- d. Reprimand            Subtract 2 points per reprimand (within 2 years of test) if supported by written disciplinary finding.
- e. Suspension           Subtract 4 points per suspension (within 2 years of test) if supported by written disciplinary finding.
- f. Demotion              Subtract 6 points (within 2 years) if supported by written disciplinary finding.

3. After all points are tabulated; the result will be added to the raw score of each candidate and will constitute the candidate's final score. Once a final score list is established, the candidates will be listed in numerical order, according to their final score, which will constitute the final eligibility list. The list will remain in effect for either one (1) year from the date of establishment or until the list is exhausted, whichever occurs first.

**Section 6    Tie Breakers**

If after the written test, the assessment board and the additional points awarded to each candidate result in two or more candidates being tied, the following will be used to break the tie starting with a and going through d, in order, until the tie is broken:

- a. Date of Rank;
- b. Date of service as a Deputy Sheriff;
- c. Date of service with the County of Kleberg;
- d. Lottery developed by the County

**Section 7    Requirements for Promotion**

Corporal (Corrections) – Requires appointment of the Sheriff.

Sergeant – Must have three (3) years of current continuous/uninterrupted service as a Deputy Sheriff with the Kleberg County Sheriff's Office and must hold an Intermediate Certification from TCOLE as a peace officer.

Lieutenant – Must have three (3) years of current continuous/uninterrupted service as a Sergeant with the Kleberg County Sheriff's Office and must hold an advanced Certification from TCOLE as a peace officer.

Captain - Must have three (3) years of current continuous/uninterrupted service as a Lieutenant with the Kleberg County Sheriff's Office and must hold a Master Certification from TCOLE as a peace officer.

**Section 8 Test/Assessment Board Weights**

For the positions of Sergeant, Lieutenant and Captain, the weighted values of the written test and assessment boards are as follows: .

**PROMOTIONAL EXAM SCORING PROCESS**

RANK	WEIGHT OF WRITTEN TEST SCORE	WEIGHT OF ASSESSMENT BOARD SCORE	MULTIPLIER OF WRITTEN TEST SCORE (100 QUESTIONS)	MULTIPLIER OF ASSESSMENT CENTER	POSSIBLE POINTS
Sergeant	70%	30%	7.0 points per correct question (possible 700 points)	30.0 per point (possible 300 points)	1000
Lieutenant	60%	40%	6.0 points per correct question (possible 600 points)	40.0 per point (possible 400 points)	1000
Captain	50%	50%	5.0 points per correct question (possible 500 points)	50.0 per point (possible 500 points)	1000

Examples:

1. Subject is testing for Sergeant. Written test is 81% (81 questions correct). Assessment Board score is 6 (180 points). Additional points for longevity,

education, etc. total 13 (nine years of service in current position [9 pts] and Bachelor's Degree [4 pts]).

Score computed as follows:

Test	81 X 7 =	567
Assessment Board	6 X 30 =	180
Additional Points		13
Total Points		760

2. Subject is testing for Lieutenant. Written test is 96% (96 questions correct). Assessment Board score is 8 (320 points). Additional points for longevity, education, etc. total 12 (ten years of service in current position [10 pts], Bachelor's Degree [4 pts] and a reprimand in the past years [-2 pts]).

Score computed as follows:

Test	96 X 6 =	576
Assessment Board	8 X 40 =	320
Additional Points		12
Total Points		908

## ARTICLE 25

### GRIEVANCES & GRIEVANCE PROCEDURE

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

**Section 2.** Only the ASSOCIATION has standing to initiate a grievance under the terms of this Agreement, after consideration of an alleged grievance by a bargaining unit member or the ASSOCIATION. Each grievance shall be submitted on a form similar to the one attached as an exhibit to this Agreement, and shall include, at minimum, the following information:

1. a brief statement of the grievance, including a description of the facts or events upon which it is based;
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.** Grievances regarding interpretations of this labor agreement or disciplinary action shall proceed along the following Steps:

**Step 1:** An aggrieved employee must initiate a grievance with the ASSOCIATION Grievance Committee within fifteen (15) business days of the date upon which the member knew of or should have known of the facts giving rise to the grievance. The ASSOCIATION Grievance Committee shall within its discretion determine whether a grievance involving interpretations of this Agreement 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 COUNTY Commissioners Court's Designee in writing that no further proceedings will be necessary. If the ASSOCIATION Grievance Committee determines that the grievance is valid, it shall within fifteen (15) business days after receipt of the grievance, proceed to Step 2 of the procedure.

**Step 2:** Any grievance involving interpretation of this Agreement that the ASSOCIATION Grievance Committee determines has merit shall be formally submitted to the Office of the COUNTY JUDGE and a copy to the COUNTY ATTORNEY'S OFFICE within five (5) business days of the Step 1 decision of the ASSOCIATION Grievance Committee. After receipt of the grievance, the COUNTY JUDGE or his designee shall evaluate the grievance and shall within fifteen (15) business days submit a response in writing to the ASSOCIATION.

**Step 3:** If the grievance is not resolved at Step 2, then the ASSOCIATION shall have fifteen (15) business days from the receipt of the Step 2 decision to invoke arbitration.

**Section 5.** Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the PARTIES, in writing, as necessary to address the substance of the grievance in a reasonable manner.

## **ARTICLE 26**

### **ARBITRATION: PROCEDURES AND SCOPE**

**Section 1.** If the ASSOCIATION decides to invoke arbitration after a failure of the PARTIES to resolve a dispute using the grievance process, or a member invoked the appeal process in Art.22 Section 32 it shall be the responsibility of the ASSOCIATION or the Member to initiate arbitration by submitting a request in writing to the American Arbitration Association (AAA) identifying the grievance and asking for a list of seven (7) qualified neutrals from which a selection of an arbitrator may be made.

a. A copy of the request to AAA shall be provided to the following COUNTY officials: 1) the COUNTY JUDGE; and 2) the COUNTY ATTORNEY.

b. Qualified neutrals must have experience in public sector labor and employment contract interpretations, preferably with experience in local government labor negotiations involving cities and counties.

c. Upon the receipt of the list of arbitrators from AAA, the PARTIES shall schedule a strike conference in accordance with the time-table set by the AAA Case Manager. The ASSOCIATION shall exercise the first strike and thereafter each party shall alternate in striking a name from the list until only one name remains. The identity of the sole remaining name shall be returned to the AAA Case Manager so that a hearing on the matter can be scheduled. Nothing in this Article prohibits the PARTIES from mutually agreeing to the selection of an Arbitrator, either from the AAA list or otherwise.

d. 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) days prior to the date of a scheduled hearing, and the PARTIES shall have a continuing duty to supplement responses to any such request.

**Section 2.** The Arbitrator selected to decide a grievance, or appeal of termination of employment, submitted in accordance with the provisions of this Article shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the Arbitrator is limited in that he or she has no authority to add to, subtract from, amend, or otherwise change or in any way modify the provisions of this Agreement. If hearing an appeal of termination of employment, the arbitrator has the option of upholding the termination, reinstating the Deputy Sheriff with all back pay and expungement of case, or reinstatement of the Deputy Sheriff with either a reprimand or a suspension.

**Section 3.** 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 and the COUNTY.

**Section 4.** Each PARTY shall bear its own fees, costs, and expenses related to an arbitration proceeding. The fees and expenses of the arbitrator shall be borne equally by the PARTIES regardless of the Award rendered by the Arbitrator.

**Section 5.** All time limits in this Agreement are based on calendar days. If a time limit expires on a weekend or County-observed holiday, the time limit shall be extended to the next County business day. The day of the act, event, or default shall not be included.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

**Section 1.** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

**Section 2.** It is understood and agreed that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by the Agreement during the contract period

**Section 3.** Any Appendices to this Agreement shall incorporated by reference and shall be identified in a Table of Contents shall be deemed to be part and parcel of this Agreement for all purposes.



**Section 4.** This Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the term of this Agreement and no provisions, terms obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

**Section 5.**

## **ARTICLE 28**

### **MISCELLANEOUS PROVISIONS**

**Section 1.** The COUNTY shall print and distribute sufficient numbers of this Agreement and to allow for one (1) copy of the Agreement to each bargaining unit member.

## **Article 29**

### **TRAINING**

**Section 1.** The County shall implement a practice, effective as of the date of the execution of this Agreement, of permitting officers to request to attend job-related training schools. To be eligible, the officer must submit his request in writing to the Training officer, and the Sheriff or his designee must approve the request. The approval or disapproval of any request is within the sole discretion of the Sheriff.

**Section 2.** For approved training, the officer shall receive the same per diem as other County employees for meals and lodging, and the County shall pay the registration fee. Travel time to and from the location of the training will be used in the calculation of the officer's weekly forty (40) hours. Officers attending mandatory core courses to maintain current certifications as required by TCOLE shall attend the classes on county time.

**Section 3.** Officers shall be compensated for all time spent on approved training. In addition, if the training is conducted in a location outside of Kingsville, the travel time for the officer attending the training will also be compensated in accordance with the Fair Labor Standards Act (FLSA). **Section 4.** The County shall provide ammunition and targets for all compulsory departmental required firearms training. In accordance with the policies set forth by the Sheriff, deputies shall be permitted to voluntarily practice at the range while off duty. Officers choosing to practice must obtain pre-approval from a department firearms instructor before conducting practice.

## **GLOSSARY OF TERMS**

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

**Agreement** - refers to this Collective Bargaining Agreement, also referred to as the Labor Agreement, and negotiated between the KLEBERG COUNTY and the ASSOCIATION;

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

- Bargaining Unit** - all full time law enforcement officers, except the Sheriff, as defined by Chapter 174, TLGC, and relevant judicial interpretations of the statute.
- Budget (Fiscal) Year**- refers to a COUNTY's fiscal year commencing on October 1 and ending on September 30 of the subsequent year.
- Business Days** – shall be defined as Monday through Friday during normal business hours of 8:00 o'clock am to 5:00 o'clock p.m.
- Calendar Year**- refers to a year beginning on January 1 and ending on December 31 of that year.
- CBA** - refers to a Collective Bargaining Agreement and, when specified, to this Agreement;
- Chapter 174** - refers to the provisions of Chapter 174, Texas Local Government Code in effect at any given time, unless otherwise specified;
- COUNTY** - refers to the unit of government organized under the Constitution and Laws of the State of Texas known as the KLEBERG COUNTY, TEXAS;
- COMMISSIONERS COURT** - refers to the body of elected officials who serve as the governing body for KLEBERG COUNTY, TEXAS in accordance with the Texas Constitution and Laws of the State of Texas;
- COUNTY Management** – refers to the administrative chain of authority within the COUNTY's administrative structure within the SHERIFF'S OFFICE, as well as within the COUNTY JUDGE'S OFFICE and the COUNTY COMMISSIONERS' COURT.
- COUNTY Personnel Policy or Policies** – refers to the Kleberg County Personnel Manual.
- Department** - unless otherwise specified, refers to the KLEBERG COUNTY Sheriff's Office;
- Employee** – unless otherwise specified, shall refer to all personnel who qualify as members of the bargaining unit under Chapter 174, TLGC, and relevant judicial interpretations of this statute;
- Effective Date** - refers to the date on which the terms and conditions of this Agreement are formally adopted and approved by both the ASSOCIATION and the KLEBERG COUNTY, TEXAS;
- FLSA** - refers to the Fair Labor Standards Act, as amended;

**Grievance** - for purposes of this Labor Agreement is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of a provision or provisions of this Labor Agreement, as raised by the Grievance procedures in this Agreement.

**Holiday** – shall refer only to COUNTY recognized holidays, such holiday to begin at 12 o'clock AM and end at 11:59 PM on the specified day.

**Labor Agreement** - refers to this Collective Bargaining Agreement negotiated between the parties.

**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 KLEBERG COUNTY and the ASSOCIATION jointly.

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

**Seniority** - Total years of service with Kleberg County in the Sheriff's Office, serving in a law enforcement capacity, shall count towards calculation of seniority for purposes of the Pay Table.

**Sheriff** - refers to the elected official who serves as the chief law enforcement authority in Kleberg County. References to the Sheriff or the Sheriff's Office in this Labor Agreement include the Sheriff's designated management representatives.

**Sheriff's Office** - refers to County Sheriff and all personnel under the control and administration department of the KLEBERG 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.


## **END OF DEFINITIONS**

## **SIGNATURE & EXECUTION PAGE**


**THE FOLLOWING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:**

**KLEBERG COUNTY, TEXAS**

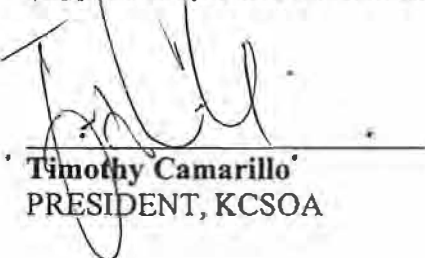
(Approved by KLEBERG COUNTY COMMISSERIONS COURT on \_\_\_\_\_)

By:   
Honorable Rudy Madrid  
COUNTY JUDGE FOR KLEBERG COUNTY, TEXAS

**ATTESTED by KLEBERG COUNTY CLERK:**

By:   
Stephanie G. Garza

**THE KLEBERG COUNTY SHERIFF'S OFFICERS ASSOCIATION**  
**("KCSOA")**  
(Approved by KCSOA Membership on \_\_\_\_\_)

By:   
Timothy Camarillo  
PRESIDENT, KCSOA

\_\_\_\_\_  
SECRETARY, KCSOA

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

**FORM "B-1"**  
**DUES DEDUCTION AUTHORIZATION**  
**KLEBERG COUNTY SHERIFF'S OFFICERS' ASSOCIATION**

Dues Code: \_\_\_\_\_

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

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

Name: \_\_\_\_\_  
(Last) (First) (M.I.)

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

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

I hereby authorize the County of Kleberg to deduct each pay period a sum as certified by the Kleberg County Sheriff's Officers' Association at the current rate of dues or an amount as may hereafter be established by the Kleberg County Sheriff's Officers' Association as dues approved in accordance with the collective bargaining agreement and Association Constitution and Bylaws. This deduction is to be forwarded directly to the Kleberg County Sheriff's Officers' Association. The authorization of this deduction is entirely voluntary on my part.

I understand that the County of Kleberg will forward to the Association an amount certified to the County by the Association and that the County will rely on the last certified amount communicated in writing to the Auditor's Office and the County will not be liable for damages to me for deductions or failures to deduct any authorized sum for any reason.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**FORM "B-2"**  
**TERMINATION OF DUES DEDUCTION**  
**KLEBERG COUNTY SHERIFF'S OFFICERS' ASSOCIATION**

Dues Code: \_\_\_\_\_

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

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

Name: \_\_\_\_\_  
          (Last)           (First)           (M.I.)

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

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

I hereby terminate the authorization previously executed by me on \_\_\_\_\_ for dues deduction for the Kleberg County Sheriff's Officers' Association and request that the County of Kleberg 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 Kleberg will not be liable for failure to promptly effectuate this termination for any reason.

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

**APPENDIX "B-3"**  
**DUES DEDUCTION AUTHORIZATION**  
**COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS**

Dues Code: \_\_\_\_\_

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

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

Name: \_\_\_\_\_  
                    (Last)           (First)           (M.I.)

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

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

I hereby authorize the County of Kleberg to deduct each pay period a sum as certified by the Combined Law Enforcement Associations of Texas as the current rate of dues or an amount as may hereafter be established by the Combined Law Enforcement Associations of Texas dues approved in accordance with the collective bargaining agreement and Association Constitution and Bylaws. This deduction is to be forwarded directly to the Combined Law Enforcement Associations of Texas. The authorization of this deduction is entirely voluntary on my part.

I understand that the County of Kleberg will forward to the Combined Law Enforcement Associations of Texas an amount certified to the County by Combined Law Enforcement Associations of Texas and that the County will rely on the last certified amount communicated in writing to the Auditor's Office, and the County will not be liable for damages to me for deductions or failures to deduct any authorized sum for any reason.

Signed \_\_\_\_\_

Date \_\_\_\_\_



**APPENDIX "B-4"**  
**TERMINATION OF DUES DEDUCTION**  
**COMBINED LAW ENFORCEMENT ASSOCIATIONS OF TEXAS**

Dues Code: \_\_\_\_\_

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

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

Name: \_\_\_\_\_  
          (Last)           (First)           (M.I.)

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

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

I hereby terminate the authorization previously executed by me on \_\_\_\_\_ for dues deduction for the Combined Law Enforcement Associations of Texas and request that the County of Kleberg 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 Kleberg will not be liable for failure to promptly effectuate this termination for any reason.

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

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

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 Association grievance committee and subsequent steps of the procedure.

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Name	Address	City/State/Zip	Phone
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Division	Title/Rank	Station/Shift	Phone
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**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.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
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 Association Grievance Committee met and reviewed the above referenced grievance and reached the following Conclusion(s) on the Subject Grievance.

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**GRIEVANCE COMMITTEE RECOMMENDATION**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date



