Section D – Civil Service Laws. The County and Association understand and agree that under the provisions of §174.006, Texas Local Government Code, that a state or local civil service provision prevails over a collective bargaining contract negotiated under Chapter 174, Texas Local Government Code, unless the collective bargaining contract specifically provides otherwise. To the extent that provisions of this Agreement address matters contained in a state or local civil service provision in the Texas Local Government Code, the contractual terms contained in this Agreement shall control.

Section E — Other 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 law enforcement 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 F — Other County Policies, Rules, Regulations, and Directives. Subject to the provisions of this 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 Agreement shall continue to apply and be enforced by management. The County and Association agree that any County policy, rule, regulation or directive that is not specifically superseded by provisions of this Agreement may be unilaterally amended or modified by the County, subject to the Maintenance of Standards provision also contained in this Agreement.

## ARTICLE V

## PAYROLL DEDUCTIONS

**Section A** – The Association and the Combined Law Enforcement Associations of Texas ("CLEAT") shall have the sole and exclusive right to payroll deductions as set forth in this Section.

**Section B** – The County agrees to deduct on each payday, on a prorated basis the monthly Association and CLEAT dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues timely deducted shall be paid to the legally designated representatives of the Association and CLEAT.

Section C – The payroll deduction authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the affected member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association and CLEAT dues to the amount specified in a written notice for Association or CLEAT Dues Change provided to the County by the Association or CLEAT. The County shall begin making deductions in that amount within thirty (30) days of receipt of written notice.

Section D – The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those