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2022 MAR -3 PM 3:00

WEBB COUNTY, TEXAS

BY REN DEPUTY

**COLLECTIVE  
BARGAINING  
AGREEMENT**

**AMONG**

**WEBB COUNTY,**

**WEBB COUNTY SHERIFF,**

**AND**

**THE WEBB COUNTY  
DEPUTY SHERIFFS' ASSOCIATION**

**OCTOBER 1, 2021 (FY 2022)**

**TO**

**SEPTEMBER 30, 2027 (FY 2027)**

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**ARTICLES OF AGREEMENT BETWEEN WEBB COUNTY AND THE WEBB  
COUNTY DEPUTY SHERIFFS ASSOCIATION**

**ARTICLE I**

**PREAMBLE**

**Section A** – This agreement is made and entered into by and among the COUNTY OF WEBB, a political subdivision of the State of Texas, acting through its County Judge as authorized by its Commissioners Court, hereinafter referred to as the “County,” WEBB COUNTY SHERIFF MARTIN CUELLAR, hereinafter referred to as the “Sheriff,” and the WEBB COUNTY DEPUTY SHERIFF’S ASSOCIATION, hereinafter referred to as the “Association,” in accordance with the Fire and Police Employee Relations Act, Chapter 174 Texas Local Government Code.

**Section B** – The general purpose of this Agreement is to promote the mutual interests of the County and the Association; to provide for equitable and peaceful adjustments of differences that may arise; and to establish proper standards of wages, hours and other terms and conditions of employment under the jurisdiction of County as to “policemen” as defined in Section 174.003 of the Fire and Police Employee Relations Act, with the objective of providing a sound basis for the efficient and effective delivery of police services to the public. The parties of this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

**Section C** – The County, the Sheriff, and the Association acknowledge and agree to their mutual obligation to bargain in good faith as set forth in Section 174.105 of the Act.

**ARTICLE II**

**DEFINITIONS**

“Act” means the Fire and Police Employee Relations Act located in Chapter 174 of the Texas Local Government Code.

“Actual Holiday” means the day of the month that a holiday falls on. This is not necessarily the day that the County officially recognizes the holiday.

“Agreement” means the Collective Bargaining Agreement negotiated by and between the County and the Association.

“Association” means the Webb County Deputy Sheriff’s Association.

“Bargaining Unit” means all full-time sworn peace officers and corrections officers who regularly serve in a law enforcement capacity in the Sheriff’s Department with the exception of the Sheriff.

“Base Pay” means the salary or wages paid to the employees, exclusive of any longevity pay or any supplemental pay or benefits that may be provided in this Agreement.

“Basic Peace Officer” means a sworn, full time, employee of the Webb County Sheriff’s Office, licensed by the Texas Commission on Law Enforcement (TCOLE) and who holds a current permanent Peace Officer License and has one year of service with Webb County Sheriff’s Office and has completed required courses or approved equivalents as TCOLE Commission Rules 221.1 and 221.3.

“Board of Directors” means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and Bylaws of the Association.

“Commission” means the Civil Service Commission of the County of Webb.

“Corrections Division” means any work unit within the Sheriff’s Department where officers are assigned to or work on security of the jail and/or inmates.

“Correction or Corrections Officer” Correction officer, jailer, and detention officer, for the purposes of this agreement, are synonymous. Corrections Officers, holding either a temporary or a permanent jailers license, issued by the Texas Commission on Law Enforcement (TCOLE), are covered by this definition.

“County” means Webb County, a political subdivision of the State of Texas.

“County Commissioners Court” means the governmental body of Webb County, Texas, comprised of the County Judge and four County Commissioners.

“County Commissioner” means the duly elected or appointed commissioner for each of the four (4) precincts of Webb County.

“County Judge” means the duly elected or appointed county judge who is charged primarily with the administration of Webb County and is presiding officer of the Commissioner’s Court.

“County Sheriff or Sheriff” means the duly elected or appointed sheriff of Webb County, or his designated representative.

“Department” means the Sheriff’s Department of Webb County, Texas.

“Deputy Sheriff” means a sworn full-time employee of the sheriff’s office who holds an active full-time peace officer license by the Texas Commission on Law Enforcement (TCOLE), or its successor, except for the Sheriff.

“Dispute” means any and all disputes arising under the Contract Dispute Resolution Procedure (Grievance Procedure) in Article XXI.

“Emergency” means an unexpected happening or event, or an unforeseen situation or crisis that calls for immediate action.

“Fiscal Year” means the County fiscal year which begins on October 1 of a calendar year and ends on September 30 of the following calendar year.

“Internal Review” means any internal investigation, conducted by the Sheriff or his designee, on a member or members of the bargaining unit, for incidents or events that arise from official acts or behaviors of the member, which could result in disciplinary action being taken, up to and including termination of employment.

“Jailer” means a person employed by the Webb County Sheriff’s Officer and licensed by the Texas Commission on Law Enforcement ( TCOLE), pursuant to Chapter 1701, Texas Occupations Code as a jail guard.

“Officer” means any sworn, full-time, employee of the Sheriff’s office that is a Peace Officer, Detention Officer, Correction Officer, Jailer, or Deputy Sheriff, or any other bargaining unit member who is licensed (holding a current Texas Peace Officer or Texas Jailer license) by the Texas Commission on Law Enforcement (TCOLE) or its successor, except for the sheriff.

“Peace Officer” means a sworn, full time, employee of the Webb County Sheriff’s Office, licensed by the Texas Commission on Law Enforcement (TCOLE) and who holds a current permanent Peace Officer License, irrespective of certification (i.e. basic certification, intermediate certification, etc.)

“Recognized Holiday” means the day of the month that a given holiday is recognized by Commissioners Court as the day that the holiday is to be recognized. This is not necessarily the day of the actual holiday.

“Regular Pay” means the total salary or wages to an employee, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to an employee on a recurring basis.

“Strike” means whether done in concert or individually, a failure to report for duty, the willful absence from one’s position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, “slowdowns,” “Sick-outs” and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

“Working Days” for any and all disputes arising under the Contract Dispute Resolution Procedure (Grievance Procedure) in Article XXI shall be defined as any day that is not a Saturday, Sunday, or Webb County holiday.

“Years of service” means the number of years a member of the Bargaining Unit contemporaneously has been both employed by the Webb County Sheriff’s Department and certified by the Texas Commission on Law Enforcement (TCOLE) as either a licensed peace

officer or a licensed corrections officer or employed as a corrections officer by the Sheriff's Department.

### ARTICLE III

#### DURATION – REOPENING OF NEGOTIATIONS

**Section A** – This Agreement shall be effective as of the 1st day of October, 2021 and shall remain in full force and effect until the 30th day of September, 2027. If the parties do not reach an agreement prior to September 30, 2027, this contract will remain in full force and effect until such time as a new agreement can be reached but not later than September 30, 2030.

**Section B** – Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this Agreement to negotiate and amend, modify or otherwise change any provisions set forth in this Agreement.

**Section C** - Effective FY 2027 (October 1, 2026 to September 30, 2027), the County and Association agree to reopen this Agreement for the sole purpose of negotiating wages. Nothing herein prohibits the Parties from negotiating other issues by written mutual agreement. The Parties mutually agree to commence negotiations no later than April 1, 2026.

### ARTICLE IV

#### RECOGNITION

**Section A** – The County hereby recognizes the Association as the sole and exclusive collective bargaining agent for the unit consisting of all Officers as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over salaries and benefits and those terms and conditions of employment under the exclusive jurisdiction of the County.

**Section B** – The County, the Sheriff, and the Association recognize their joint responsibility to affect a reasonable, fair and consistent interpretation and application of this Agreement, the Webb County Policies Manual (to the extent applicable), Special Directives and Administrative Orders of the Commissioners Court, and the Rules and Regulations established by the Sheriff which may affect the members in the Bargaining Unit.

**Section C** – The Association hereby recognizes that the County's role in the making of this Agreement is limited to bargaining as to those terms and conditions of employment of the affected employees hereunder which are specifically under the control of its Commissioners Court, namely salaries, benefits and other monetary matters. The Association also recognizes that the Sheriff's role in making this Agreement is limited to bargaining as to those terms and conditions of employment of the affected employees hereunder which are specifically under his exclusive control, namely hiring and firing of the deputies allotted him, and the official acts of those deputies.

**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



members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association and CLEAT.

**Section E** – The Association and CLEAT 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 action taken by the County for the purpose of complying with the provisions of this Article.

## ARTICLE VI

### CONDUCT OF ASSOCIATION BUSINESS

**Section A** – The Association shall have the sole and exclusive right at all time-off rights set forth in this Section.

**Section B** – Any member of the Board of Directors shall have the right to visit the premises of any and all County facilities under the jurisdiction of the Commissioners Court for the purpose of administrating this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of any affected Department. A member of the Board of Directors shall provide a written request to the appropriate elected or appointed county official about any visitation of the premises. The affected county official shall not unreasonably deny any request to visit the premises.

**Section C** – When Collective Bargaining sessions between the County and the Association are scheduled during normal working hours, the County agrees that it will provide paid leave for a negotiating team comprised of a maximum of three (3) members of the Association provided that the Sheriff first authorizes any and all such leave. Such leave request shall not be unreasonably denied.

**Section D** – Each member of the Association’s Board of Directors shall receive two (2) hours of time off, per month, which may be cumulative for that calendar year only, without loss of pay, to attend regularly scheduled Association meetings and Board of Director’s meetings, provided that the Sheriff first authorizes any and all such leave. Such leave request shall not be unreasonably denied.

**Section E** - 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 five (5) working days-notice before attendance at any function described within this article. Requests for use of leave pool will be granted and shall not be unreasonably denied except due to operational needs that prevent granting such use or in the event of an emergency.

**Section F** - The County shall deduct four hours of vacation from each member of the bargaining unit, who have elected to opt into the pool, at the beginning of each fiscal year. This time will be placed in an Association Business Leave Pool in accordance with section E of this article. 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. Members that donate their time for this pool shall do so by completing a voluntary opt-in form, referenced in appendix A.

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

**Section H** - In the event that this pool reaches a balance of zero hours, members will not be able to utilize this pool.

## ARTICLE VII

### DISALLOWED PRACTICES

**Section A** - The County or the Association, as applicable, shall not engage in the following practices:

1. Interfere with, restrain, or coerce employees in the exercise of rights granted in the Agreement.
2. Dominate, interfere, or assist in the formation, existence or administration of any employee organization, or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act as an exclusive bargaining representative.
3. Encourage or discourage membership in any employee organization by discrimination in terms or conditions of employment under the County's or Sheriff's control.
4. Discharge or discriminate against any employee because he has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he has formed, joined, or chosen to be represented by the Association of the Combined Law Enforcement Associations of Texas.
5. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement, except as herein provided or required by law.

6. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act.
7. Coerce or intimidate officers in the enjoyment of any legal rights guaranteed under this Agreement.
8. Coerce, intimidate, or induce any elected official or agent of the County to interfere with any officers in their legal rights guaranteed under the Fire and Police Employee Relations Act or under this Agreement.
9. Discriminate against any employee for activities on behalf of, or for membership in, the Association.
10. Coerce or intimidate employees into joining the Association.

## **ARTICLE VIII**

### **NO STRIKE CLAUSE**

As provided in the Fire and police Employee Relations Act, the Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or interference with the business of the County and will cooperate with the County in preventing and/or halting any such actions.

## **ARTICLE IX**

### **MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article X, the Association recognizes the prerogative of the Webb County Commissioners Court to operate and manage their affairs in accordance with their responsibilities, rights, and duties.

## **ARTICLE X**

### **MAINTENANCE OF STANDARDS**

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Commissioner's Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

**ARTICLE XI**

**SALARIES AND INCENTIVES**

**Section A – Wages**

The base wage for all members of the bargaining unit during the duration of this Agreement are outlined in Appendix E of this Agreement.

**Section B – Incentive Pay**

As an incentive for members of the Bargaining Unit to attain certifications under Texas State Standards, incentives shall be paid to those members attaining the following certification upon verification of receipt of said certification:

<b>Certifications and Licenses</b>	<b>Monthly Incentive</b>
Intermediate Proficiency Certificate	\$75.00
Advanced Proficiency Certificate	\$125.00
Instructor Proficiency Certificate	\$300.00
Emergency Medical Technician License (DSHS) / Licensed Vocational Nurse (Texas Board of Nursing)	\$300.00
Master Proficiency Certificate	\$325.00

Members of the Bargaining Unit shall be paid only for the highest certification held of any of those listed above. There will be no combinations.

**Section C - Education Pay**

As an incentive for current members of the Bargaining Unit, being members on or before December 31, 2021, to attain degrees from accredited institutions of higher education a monthly incentive will be paid to those members who have either attained or through May 2023 will have attained the following degrees upon verification of receipt of said degree as follows:

<b>Degree</b>	<b>Monthly Incentive</b>
Associate	\$100.00
Bachelor	\$150.00
Master	\$300.00

As an incentive for new members of the Bargaining Unit, being those members employed on or after January 1, 2022, to attain degrees from accredited institutions of higher education, a monthly incentive will be paid to those members who have attained or attain the following degrees upon verification of receipt of said degree as follows:

Degree	Monthly Incentive
Associate	\$50.00
Bachelor	\$75.00
Master	\$150.00

Members of the Bargaining Unit shall only be paid for the highest degree held of any of those listed above.

Incentive and education pay shall start with the first payroll cycle after the officer submits a request for the pay along with necessary documentation to the Human Resources Department.

**Section D – Longevity Pay**

Members of the Bargaining Unit shall be compensated for longevity at a rate of \$6.00 per completed years of service, without more than five (5) years of interruption, with the Webb County Sheriff's Office as follows:

Completed Fiscal Years of Service	Rate of Longevity Pay/Mo. (\$)
0	0
1	6
2	12
3	18
4	24
5	30
6	36
7	42
8	48
9	54
10	60
11	66
12	72
13	78
14	84
15	90
16	96
17	102
18	108
19	114
20	120
21	126
22	132
23	138
24	144
25	150

The County's fiscal year shall be used to determine years of service in calculating longevity pay under this section. An officer will receive credit for any fiscal year in which he or she has been on paid status for more than half of that fiscal year, meaning paid status prior to April 1 of the fiscal year. Upon so completing his or her first year of service, the officer will receive the monthly longevity supplement as set forth in the table above. The same formula will be used by the County to calculate officer pay steps in the wage table.

#### **Section F - Sheriffs Stipend/Award**

If allowed by law, the Sheriff shall have discretionary authority to grant an employee a lump-sum cash for merit (at his discretion). These cash awards do not increase an employee's base pay. The Sheriff may grant up to a \$1,000 award from forfeiture funds to the bargaining unit member being recognized. The Sheriff will determine the eligibility and criteria for the award being given. These awards may be given more than once to an employee per fiscal year however the award/s will not exceed the total allowed amount of one thousand dollars (\$1,000) per fiscal year per employee.

### **ARTICLE XII**

#### **BENEFITS**

##### **Section A – Leave**

County shall provide the following benefits to members of the Bargaining Unit to the extent that the same benefits are provided to the other regular employees of Webb County.

1. Annual Leave also referred to herein as "vacation time" or "vacation".
2. Funeral Leave
3. Citizenship Leave
4. Military Leave
5. And other county leave policies not specifically amended by this Agreement

Requests for Annual, Compensatory, and Holiday time utilization will be answered within five (5) business days of receipt by the immediate supervisor.

Specific information regarding the above leave categories may be found by consulting the Webb County Personnel Policies, as amended.

##### **Public safety response to COVID interferes with opportunity to use annual leave.**

Annual Leave hours accrued by members of the bargaining unit for FY 2020-2021 (including those which were rolled over from FY 2019-2021) and unused by September 30, 2021, shall be rolled over to FY 2021-2022; however, all accrued leave in excess of the 200 hour vacation rollover cap shall be used, sold or forfeited prior to September 30, 2022.

## **Section B – Sick Leave Buy-Back**

Upon the following conditions, the County will buy back sick leave from the Association members:

1. Forms to request the sick leave buy-back will be available at the office of the Webb County Auditor.
2. Sick leave buy-back will occur only in November of each year.
3. A complete and signed Sick Leave Buy-Back Form must be received by the Office of the Webb County Auditor no sooner than November 1 and no later than November 30 of the year in which a buy-back is requested.
4. The member will receive the equivalent of eight hours of Base Pay for each day of sick leave that the County buys back.
5. The County will only buy back sick leave in one block of twelve (12) days.
6. The sick leave buy-back will be available only to members who will still have a balance of thirty (30) days of sick-leave after the buy-back is complete calculated as of that October 31.
7. Sick leave buy-back is subject to verification that the foregoing conditions (1 – 6 above) have been met. The form for requesting sick leave buy-back will not change during the term of this agreement, subject to verification of the information by the Time Clock Plus (or similar system used in its place), and the form shall be referenced in Appendix C-1 of this agreement.

Payment for sick leave buy-back will be paid in the last November or first December pay period of the same year of the request. The County will have the right to verify the accuracy of sick leave paid out. If it is determined that the member was over-paid, the County will have the right to recover the amount of the over-payment by deducting, from the employee's pay, but only after the member has been notified in writing of the over-payment. Over-payments of thirteen dollars or more shall be divided into 13 equal installments and deducted from the member's pay. In the event that the member disputes the findings of the County, he/she will have the ability to appeal the finding, within one pay period after he/she is made aware of the auditor's findings, to the Commissioners Court prior to any deduction being taken from the employee's check. The appeal will be made in writing to the Office of the County Judge, who will take the matter before the Commissioners Court meeting as soon as practical. The decision of the Commissioner's Court shall be final and binding.

### **Section C – Sick Leave Sell-Back at Retirement**

Members who plan to retire from service in accordance with the provisions of the Texas County and District Retirement System may sell back to the County up to thirty (30) days of unused sick leave upon the following conditions:

1. The member will receive the equivalent of eight hours of base pay for each day of sick leave that is sold back to the County.
2. Forms to request the sell-back will be available at the Office of the Webb County Auditor.
3. A completed and signed form must be submitted to the County prior to the member's retirement date.
4. Payment will be made to the member following the actual date of retirement.
5. Sick leave sell-back is subject to verification that the foregoing conditions (1-4 above) have been met.

### **Section D – Health Insurance/Life Insurance**

County agrees to make available health and life insurance under County's Group insurance Plan for all members of the Bargaining Unit who qualify for same under the same terms and conditions as applicable for all County employees generally. Additional insurance benefits which are made available to County employees at large shall also be made available to members of the bargaining unit. Employees should consult applicable sections of Webb County Personnel Policies Manual, as amended, or contact the Webb County Human Resources Department for further information in this regard.

### **Section E – Retirement System**

Webb County is a member of the Texas County and District Retirement System ("TCDRS"). As such, all County employees, including members of the bargaining unit, are enrolled in that retirement system. Employees should consult with the TCDRS or the Webb county Treasurer's Office for further information.

In addition to payout of all accrued compensatory time, officers, who by County Policy and by TCDRS rules, are *eligible to retire, and do actually retire* from service shall receive the following compensation for accrued Annual Leave:

Up to 240 hours for accrued Annual Leave



## **Section F – Sick Leave Pool**

As with other County employees, members of the Bargaining Unit are allowed to participate in the Webb County Sick Leave Pool Program as established in accordance with Texas Local Government Code Chapter 157, Subchapter E.

## **Section G – Annual Leave Buyback**

Upon the following conditions, the County will buy back annual leave from Association members:

1. Annual leave buy-back is available each year. Annual leave buy-back shall be paid at sixty percent (60%) of the previous fiscal year Base Pay and must be in a minimum of forty hours or more and the officer must retain a minimum of twenty (20) hours.
2. Forms to request the annual leave buy-back will be available at the office of the Webb County Auditor.
3. Annual leave buy-back will occur only in November of each year.
4. A complete and signed Annual Leave Buy-Back Form must be received by the Office of the Webb County Auditor no sooner than September 1 and no later than October 31 of the fiscal year preceding the fiscal year in which the Annual leave buy-back is available.
5. The County will buy back a minimum of 40 hours.
6. The annual leave buy-back will be available only to members who will still have a balance of 20 hours of annual leave after the buy-back is complete calculated as of that October 31 of the fiscal year for which the buy-back is available.
7. Annual leave buy-back is subject to verification that the foregoing conditions (1 - 6 above) have been met. The form for requesting annual leave buy-back will not change during the term of this agreement, subject to verification of the information by the Time Clock Plus (or similar system used in its place), and the form shall be referenced in Appendix C-2 of this agreement.

Payment for annual leave buy-back will be paid in the last November or first December pay period of the same year of the request. The County will have the right to verify the accuracy of annual leave paid out. If it is determined that the member was over-paid, the County will have the right, after notifying the employee in writing, to recover the amount of the over-payment by deducting, from the employee's payroll, equal amounts of the over-payment divided by 13 equal installments. In the event that the member disputes the findings of the County, he/she will have the right to appeal the finding, within one pay period after he/she is made aware of the auditor's findings, to the Commissioners Court prior to any deduction being taken from the employee's check. The appeal will be made in writing to the Office of the County Judge, who will take the matter before

the Commissioners Court meeting as soon as practical. The decision of the Commissioner's Court shall be final and binding.

## ARTICLE XIII

### SPECIAL BENEFITS

#### Section A – Holidays

Members of the Bargaining Unit shall be afforded the same total number of holidays as are allowed all county employees and as annually determined by the Commissioners Court. If a member of the Bargaining Unit works on a designated holiday, the member shall be paid double time for the hours worked on such holiday. For purposes of this article, bargaining unit members will accrue holiday time/pay as follows:

1. If the members are assigned to a work schedule that is during normal business hours (8:00 A.M. to 5:00 P.M. or relatively similar hours) and have a lunch break deducted from their daily workday – this provision will apply on the County-Recognized holiday.
2. If members work shift work and do not normally have a lunch break deducted from their workday – this provision will apply on the actual holiday.
3. Under no circumstances will any member receive both.

If the holiday falls on the employee's regular day off, as determined by the Sheriff, the employee shall receive eight (8) hours of annual leave.

The holiday is considered to be worked when an officer works any portion of their shift, starting at midnight and extending through 11:59 P.M. on the day of the holiday.

Any other holiday that is granted to County Employees by the Commissioner's Court, in addition to those listed in this article, shall also be granted to the bargaining unit.

#### Section B – Supplemental Injury Compensation

Pursuant to Article III, Section 52e, of the Texas Constitution, the County shall continue to pay a Bargaining Unit Members' maximum salary while he or she is hospitalized or incapacitated due to injury incurred in the course of official duties. County shall provide the difference between an injured officer's workers compensation payments, if any, and his regular salary so that said officer will continue to receive 100% of his regular salary. Such continuation of pay is only for the duration of the affected employee's continued employment with the Sheriff's Department, but no longer than the term of the Sheriff, as required by state law.

### **Section C – Compensatory Time**

1. County shall allow members of the Bargaining Unit to accrue compensatory time for overtime hours worked in an amount not to exceed the maximum accrual permitted by the Fair Labor Standards Act. No compensatory time off may be taken without prior approval of the Sheriff. If an officer accrues more than 480-hours of compensatory time, that officer will be compensated for the excess amount in the next scheduled pay cycle at his or her regular rate of pay. Upon separation from employment with Webb County, an officer will be paid for all accrued compensatory time at the regular rate of pay.
2. Use of Compensatory time for special grant funded overtime programs. For "Over Time" calculation purposes when working grant funded overtime programs such as Operation Stone Garden (OPSG), Local Border Security Program (LBSP/Border Star) or any similar federal or state grant funded programs, the county shall allow the use of compensatory time as "hours worked" as hours worked for the calculation of grant funded "overtime" pay, provided Federal and State law and the grant so allow. No other paid time off will count as "hours worked." Members of the bargaining unit will be able to use up to sixteen (16) hours of compensatory time per fourteen (14) day pay period but not at the same time as the claimed grant overtime "hours worked". This article does not alter or change the calculation of FLSA overtime accruals or payments. Should this article be in violation of or conflict with specific terms of a program, the program stipulations will prevail.

### **Section D – Uniform Cleaning and Investigator's Clothing Allowance**

All members of the Bargaining Unit who are required to wear a uniform in the furtherance of their duties in the Sheriff's Department shall be entitled to a \$400.14 annual uniform cleaning allowance, to be paid bi-weekly at the rate of \$15.39 per pay period. All members of the Bargaining Unit who are assigned as an investigator by the Sheriff shall be entitled to a \$400.14 annual clothing/equipment allowance, to be paid bi-weekly at a rate of \$15.39.

### **Section E – Vacation**

Bargaining Unit Members will continue to accrue vacation time in accordance with the current County Policy. However, officers will be allowed to carry over two hundred (200) hours of vacation time into the next fiscal year. Upon separation of employment, excluding the retirement provision of this agreement, the County shall pay out the officer at his base pay for up to 176 hours of vacation time.

## ARTICLE XIV

### WORKING OUT OF CLASSIFICATION

#### Section A

Anytime a bargaining unit member is assigned to work in a higher classification, he/she will be paid the hourly rate of the higher classification they are working in and they will be compensated at this rate for all time actually worked in the higher classification. In order to qualify for this pay, a person must work in excess of 40 consecutive hours in the acting supervisory role.

## ARTICLE XV

### WEARING APPAREL, EQUIPMENT, AND PERSONEL PROPERTY

#### Section A – Clothing Uniformed Deputies

The County shall provide monies in its budget in order to purchase the following regulation items for all newly hired employees and those hired under the previous collective bargaining agreement that were not issued these items, and are assigned to duties which require the wearing of a uniform:

1. Four (4) short sleeve shirts.
2. Four (4) pair of pants.
3. One (1) set of rain gear (for employees except jail Civil Service).
4. One (1) heavy weight jacket
5. One (1) light weight jacket.
6. One (1) hat or cap, at Sheriff's discretion.
7. All other items required by the Sheriff (i.e., name tags, badges, whistles, collar brass, caps).

#### Section B – Clothing Replacement and Repair

The County shall replace or repair all damaged clothing up to and including four (4) annual replacements. All replacements made thereafter shall be made only with prior approval of the Sheriff, who shall reasonably approve or deny replacement, on the basis of the number of prior replacements requested by the employees, the presence or absence of negligence or abuse by the employee, and the cost of the item to be replaced. Before a clothing item is replaced, old clothing must be surrendered to the County. Nothing herein prohibits the Sheriff from replacing uniforms as needed.

County property and uniforms that are damaged, lost, or destroyed in the line of duty shall be replaced at no cost to the member except in cases where the officer was negligent. All prescription eyeglasses that are damaged in the line of duty and no longer serviceable shall be replaced by the County, at a cost not to exceed \$100.00. Justification for the damaged item (for example a case number) must be provided within 30 days of the incident prior to replacement. Nothing herein is meant to imply that uniforms or equipment must be replaced annually; replacements are on an as needed basis either requested by the employee or directed by the Sheriff.

### **Section C – Equipment**

The County shall provide monies in its budget in order to provide each peace officer with the following regulation equipment:

1. “Sam Brown” belt.
2. Ammo carrier.
3. Handcuffs and handcuff pouch.
4. Chemical mace and mace pouch.
5. Belt keepers and pistol holster.
6. Plainclothes holster (only officers assigned to such assignments)
7. Flashlight and batteries.
8. One Duty Handgun with 3 magazines (as specified by the sheriff).

The County shall provide funds in its budget to provide each corrections officer with handcuffs, flashlight, and handcuff pouch.

## **ARTICLE XVI**

### **BULLET PROOF VESTS/PUNCTURE-PROOF BODY ARMOR**

The County shall provide bulletproof vests to all peace officers. The threat level of the vest shall be no less than 3-A. The County shall provide every officer with his or her own vest shell cover. Nothing herein prohibits the County from issuing a bulletproof vest to any officer whose duties warrant such body armor. The County shall only replace all body armor after five years of use.

## ARTICLE XVII

### FIREARMS

#### Section A – Pistol Range

The County shall provide access to a firearms range in Webb County, Texas for use by members of the Bargaining Unit who are required by job description to possess and carry firearms. This firing range shall be used for firearms qualification, training, and practice. The Sheriff will set up a minimum of one day per month whereby the range is open for practice. A copy of the schedule shall be made available to bargaining unit members.

#### Section B – Firearms Qualification

The County shall provide access to the above-described facilities for semi-annual firearms qualifications, and shall provide monies in its budget to purchase ammunition for officers' use during such firearms qualifications. The County shall appropriate monies to provide each officer with fifty (50) rounds of duty ammunition and fifty (50) rounds of practice ammunition for each firearms qualification period, as well as ten (10) rounds of shotgun ammunition.

## ARTICLE XVIII

### WEBB COUNTY PERSONNEL POLICIES MANUAL

All standards, privileges and working conditions set forth in Webb County's Personnel Policies Manual (and as may be amended) not addressed nor in conflict with the provisions of this Agreement, nor in conflict with specific statutory provisions regarding County Sheriffs and their authority, shall apply to members of the Bargaining Unit for the duration of this Agreement. The County shall provide a copy of the manual to the Sheriff's Office for all such employees to examine.

## ARTICLE XIX

### BILL OF RIGHTS

**Section 1. Internal Review Guidelines:** In the event that an employee is interviewed by a member of management or an internal affairs investigator as the subject of the internal review, the following guidelines shall apply:

- (A) The interview of any employee shall be at a reasonable hour. In the event of a dispute of the reasonable hour determination, the decision of the Sheriff shall be final.
- (B) The interview shall take place at a location designated by the investigating officer.

- (C) The employee shall be informed of the rank, name, and command of the officer in charge of the review, as well as the rank, name and command of the interviewing officer and the identity of all persons present during the interview.
- (D) Forty-eight (48) hours prior to being interviewed or asked to otherwise respond to an administrative review, the employee under review shall be informed of the specific nature of the review, and sufficient information to reasonably apprise the employee of the allegations. If both the subject of the investigation and the Sheriff agree, the 48-hour notice requirement of this section can be waived. At the interview, the employee shall be allowed to review but not copy verbatim or photocopy any complaints, GPS/AVL readouts, video recordings, audio recordings, and photographs, which have been gathered as part of the administrative review. The employee shall not communicate in any manner the provided information to any person other than his attorney or representative. An employee subject to a criminal investigation in addition to an administrative review shall not be interviewed by Internal Affairs investigators without being entitled to review the above records.
- (E) The interview shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, i.e., meals, telephone calls, and rest periods as are reasonably necessary. The Sheriff, or his designee, shall determine the need for "reasonable respites".
- (F) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary action. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the employee that his conduct can become the subject of disciplinary action, which could result in disciplinary punishment.
- (G) At the request of the employee or the interviewing officer, the complete interview of the employee may be recorded mechanically. There will be no "off the record" questions unless so agreed by all parties involved. All recesses called during the questioning shall be noted in the record. The party requesting mechanical recording shall pay all costs of same, unless the parties agree on a cost division between them.
- (H) Upon request of the employee's attorney, he shall be given a copy of any written statement the employee executed, or if the questioning is mechanically recorded, the attorney shall be permitted to record or transcribe from the original recording upon his request, or to purchase a copy of the original recording.
- (I) The refusal of an employee to answer questions and submit reports shall be grounds for disciplinary action. Any answer of the employee may be used as evidence in any disciplinary action against the employee.

- (J) The investigator in charge of the particular case is required to inform the officer prior to being questioned/interrogated that he may have one (1) Association representative present during the employee's interview, unless the officer, in writing, voluntarily waives this right. No supervisor may represent or advise his subordinate during any interviews conducted in an internal review. The Association President may represent or advise an employee during an internal review. The Association President who represents and/or advises an employee in an administrative review cannot be compelled to disclose his or her communications with that employee – unless disclosure is required by law – to the Sheriff, his designee, or the investigating officer. Nothing herein prohibits the Sheriff or the department from compelling the Association President to disclose information regarding the same subject but obtained from a source other than directly from the employee who was represented or advised.
- (K) If an officer who is interviewed as a witness self-reports to the person conducting the interview that he or she believes statements he or she makes may cause him or her to become a subject of the review, the investigator conducting the interview will not begin the interview or will stop an interview already in progress until such time that a determination can be made by the Department as to whether or not the employee is or will be subject of review. If so, then the interview can be continued under the provisions set forth in this sub-section for employees who are subjects of reviews.

**Section 2.** In the event that a criminal investigation is conducted regarding the conduct of an employee, which may result in criminal proceeding against the employee, the criminal investigator shall accord the officer all rights pursuant to law and to which any citizen would be entitled in a criminal investigation.

**Section 3.** This article is not intended to limit the ability of a supervisor to request a written statement of facts concerning any incident that an officer has taken official action on, including but not limited to, crashes, actions on calls for service, injury reports, use of force reports, or critical incidents.

## ARTICLE XX

### DISCIPLINARY ACTION

**Section 1.** The Sheriff shall have the authority to Reprimand, demote, temporarily suspend (not to exceed 30 calendar days), or terminate the employment of an employee for any causes set forth in the Rules and Regulations of the Civil Service Commission.

An officer shall be advised in writing of any recommended disciplinary action by the Sheriff or his designee. The written notification shall include the officer's right to rebut the charges to the Sheriff, either orally or in writing, prior to the Sheriff's final determination of any disciplinary action. In addition, the notice of proposed discipline shall also contain the process of appeal and



notification that the officer has the right to consult with his attorney and/or association representative.

The employee may appeal such actions, if any, to the Civil Service Commission or to arbitration. Probationary employees, meaning employees that have not yet reached their one hundred and eightieth (180) day of employment as either a deputy sheriff or a jailer, shall not have the right to appeal. Reprimands and Suspensions of three (3) days or less cannot be appealed to an independent hearing examiner/arbitrator, but may be appealed only to the Civil Service Commission.

Officers suspended up to a maximum of thirty working days may, at the Sheriff's discretion, forfeit either, accumulated compensatory time, vacation, or holiday leave equal to the suspension. Approval of forfeiting time by the Sheriff shall not be unreasonably withheld and may only be denied because of a consistent overall pattern of substandard performance. The officer shall have ten (10) calendar days from receipt of notice of the suspension to decide whether or not he wishes to forfeit accumulated leave or exercise his appeal rights pursuant to the provisions of this article. The provisions of this Section shall apply solely to suspensions which are agreed to by the Officer, and no appeal to the Commission or to arbitration may be instituted on suspensions where the Officer has forfeited accumulated compensatory, vacation, or holiday leave pursuant to the terms of this Article.

## Section 2.

- (A) If an employee is indicted for a felony or officially charged with the commission of a Class A or B misdemeanor, the Sheriff may temporarily suspend the person with or without pay for a period not to exceed 30 days after the date of final disposition of the specified felony indictment or misdemeanor complaint.
- (B) The Sheriff shall notify the suspended employee in writing that the person is being temporarily suspended for a specific period, with or without pay, and that the temporary suspension is not intended to reflect an opinion on the merits of the indictment or complaint.
- (C) If the action directly related to the felony indictment or misdemeanor complaint occurred or was discovered on or after the 180th day before the date of the indictment or complaint, the department head may, within 30 days after the date of final disposition of the indictment or complaint, bring a charge against the employee for a violation of civil service rules.

**Section 3.** The Sheriff shall have the authority to temporarily suspend an employee for a period of 31 days or more but no more than 90 calendar days. When the employee agrees to such suspension and agrees that he will not appeal such agreed upon suspension, that employee shall not have the right to appeal to any administrative or judicial body.

#### Section 4.

- (A) If an employee is suspended for more than three (3) days, is demoted, or is terminated and the employee does not agree with the disciplinary action, the employee has the option to appeal to the Civil Service Commission or arbitration (not both). If the appeal is to be settled by arbitration, the employee and the County Attorney (the parties) shall attempt to mutually agree on an arbitrator. If the parties fail to agree on an arbitrator within 10 calendar days after the appeal is filed, the County Attorney shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association who are members of the National Academy of Arbitrators. The parties may mutually agree on one of the seven neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) business days after receipt of the list, and the remaining name shall be the arbitrator. All parties shall act to complete the selection process at the earliest possible date. The arbitrator shall be immediately notified of his selection.
- (B) The hearing shall be commenced within such reasonable time as the arbitrator selected can schedule it. If the arbitrator selected cannot commence the hearing within 60 calendar days from his selection either party may, within two (2) calendar days of so learning, call for selection of a new arbitrator, and if the parties cannot agree upon a substitute within one (1) calendar day of so learning, another arbitrator shall be selected from a new list of seven (7) names immediately requested from the American Arbitration Association, according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without break, in consecutive calendar days (excluding weekends and holidays). The arbitrator shall make a decision within 30 calendar days of the close of evidence in a standard arbitration hearing, or within five (5) calendar days of the close of evidence in an expedited arbitration hearing. Post hearing briefs shall only be permitted in standard arbitration hearings, and must be mailed to the arbitrator within seven (7) calendar days of the close of evidence at the hearing.
- A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to the commencement of the hearing. Should there be no agreement, the party desiring the transcript may have the transcript made at his sole expense.
- The decision of the arbitrator shall state which particular factual charges he finds to be true, if any, and the particular rules he finds such conduct to have violated, if any. Where the charges are upheld, the decision shall state whether the discipline imposed is upheld or whether some lesser discipline should be substituted. The decision of the arbitrator is final and binding.
- (C) The following rules shall govern the conduct of a hearing under this Section, and of certain preliminary matters:

1. Upon the request of either party addressed to the opposing party at least seven (7) calendar days prior to the date of hearing, the parties shall exchange the name of witnesses expected to be called at the hearing. Upon failure of a party to disclose such witnesses, the arbitrator may exclude their testimony.
  2. The arbitrator shall have the power to subpoena witnesses, records, and other evidence. Prior to the hearing, the County Attorney shall issue any subpoenas requested by the parties in the name of the arbitrator. A party may apply to the arbitrator to quash a subpoena issued by the County Attorney.
  3. In all hearings under this Section, the County shall prove its case by a preponderance of the evidence.
  4. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) 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 appropriate to the nature of the case, subject to rules of discovery in Texas Rules of Civil Procedure. In considering the applications, 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 permitted to delay the hearing, and in no event shall discovery be requested within three (3) calendar days prior to the date of hearing.
  5. All hearings shall be public unless it is expressly agreed in writing by the parties that the hearing shall be closed to the public. In any event, the final decision of the arbitrator shall be public, although public announcement may be reasonably delayed upon request of the parties.
  6. Unless otherwise provided in this contract, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- (D) The County and the aggrieved employee shall share equally the fees and expenses of the arbitration. Where the Association represents the employee, it shall share equally the arbitration fees and expenses with the County. When the Association does not represent the employee in a disciplinary matter, the County may require a reasonable deposit from the employee for arbitration fees at the time the appeal is filed requesting arbitration.
- (E) All hearings which are expected to be completed in one day shall be submitted for expedited arbitration. On all other hearings, the parties may agree to request - expedited arbitration.

## **Section 5.**

Upon execution of this Agreement, suspensions of three (3) days or less that were not appealed by the Officer shall be automatically reduced to a written reprimand two (2) years after the date the suspension was served on the Officer, provided that the Officer did not have a sustained complaint for the same rule within two (2) years from the date the suspension was served on the officer. Suspensions that were appealed to the Commission or Arbitrator by the Officer are not eligible to be reduced to a written reprimand under this Section.

Reprimands shall be removed from an employee's file after two years after the date that the reprimand was served, provided that the Officer did not have a sustained complaint for the same rule within two (2) years from the date the reprimand was served on the officer.

## **ARTICLE XXI**

### **GRIEVANCE PROCEDURE**

**Section A** – The County and the Association agree that disputes concerning the interpretation, application, or enforcement of a specific provision or provisions of this Agreement shall constitute a grievance under this Article.

**Section B** – The intent of this section is to provide a fair and equitable method for resolving disagreements between the parties regarding the interpretation, application, or enforcement of the provisions of this Agreement. Where a statutory claim(s) is asserted before any administrative agency or court, which claim(s) arises from the actual occurrence made the basis of a grievance, the grievance shall be abated until final disposition or settlement of the claim(s), unless the Association agrees with the County and/or Sheriff (as applicable) to submit all claims arising from the same factual occurrence, including statutory claims, to the grievance procedure. The parties shall adhere to the time limits as set forth in this procedure. Such time limits may be waived, however, by mutual agreement of the parties in writing. In the event the Association fails to meet the time limits at any step of the procedure, the grievance shall be considered satisfied and no further action shall be taken. In the event the County fails to meet the time limit at any step, the grievance may be advanced to the next step by the Association. A grievance under this Agreement shall be handled as follows:

**Step 1** – Any member of the Bargaining Unit having a matter relative to this Agreement which is felt to be a grievance shall submit the grievance in writing to the Association within ten (10) working days of the employee's actual or constructive knowledge of the occurrence of the event causing the problem. The grievance shall be submitted in writing and shall include (1) a statement of the grievance and the facts on which it is based; (2) the Section(s) of this Collective Bargaining Agreement which has been violated; (3) the remedy or adjustment, if any, sought; and (4) the employee's signature. The Association Grievance Committee shall render a decision, in writing, within five (5) working days from receipt of the alleged grievance. Only the Association has standing to prosecute a grievance under the terms of this Agreement, after approval of an employee's alleged grievance by the Association Grievance Committee.

**Step 2** – If the grievance is approved at Step 1, the Association shall submit the grievance to the Sheriff, or his designee, in writing, within ten (10) working days of receipt of the decision at Step 1 or the deadline for the decision to be rendered, whichever is earlier. The Sheriff shall have ten (10) working days to act on the grievance and render a decision in writing.

**Step 3** – If the grievance is not resolved at Step 2, the matter shall be submitted in writing to the County within five (5) working days from receipt of the decision at Step 2, or the deadline for the decision to be rendered, whichever is earlier. The County shall review the matter and shall render a decision in writing within ten (10) working days.

**Step 4** – If the grievance is not resolved by the County, the Association shall notify the County within five (5) working days that the grievance is to be submitted to Arbitration in compliance with Section 3 of the grievance procedure covering the Arbitration procedure.

**Section C** – The arbitration procedure for a grievance under this Article shall be conducted pursuant to the following Steps:

**Step 1** – Upon receiving a request for Arbitration under Section B or C of the Article, the County and the Association shall attempt to mutually agree upon an Arbitrator. If the parties fail to agree on an Arbitrator within ten (10) working days after the request for Arbitration is filed, the County or the Association shall immediately request a list of seven (7) qualified neutrals from the American Arbitration Association. The parties may mutually agree on one of the seven (7) neutrals. If they do not so agree, the parties shall alternately strike the names on the list within five (5) working days after receipt of the list, and the remaining name shall be the Arbitrator. All parties shall act to complete the selection at the earliest possible date. The Arbitrator shall be immediately notified of his selection.

**Step 2** – The hearing shall commence, but need not be completed, within thirty (30) days of the Arbitrator's selection. Delay in commencement of the hearing within thirty (30) days may occur due to conflicts within the Arbitrator's schedule, or by mutual agreement of the parties and for no other reason. If the Arbitrator selected cannot commence the hearing within sixty-(60) days from his selection, and if the parties cannot agree upon a substitute within one (1) day of so learning, another Arbitrator shall be selected according to the procedure set out herein. The hearing shall be scheduled so that it can be completed without breaks, in consecutive calendar days (excluding weekends and holidays). The Arbitrator shall make an award within thirty (30) days of close of evidence in standard Arbitration hearings, and within five (5) working days of the close of evidence at the hearing. A stenographic transcription of the proceedings shall be made only upon written agreement of the parties prior to commencement of the hearings. Should there be an agreement, the party desiring the transcription may have the hearing transcribed at its sole expense.

**Step 3** – The following rules shall govern the conduct of Arbitration hearings under this Section, and of certain preliminary matters.

- a. Upon request of either party addressed to the opposing party at least two (2) working days prior to the date of the hearing, the parties shall exchange the names

of witnesses expected to be called at the hearing. In the absence of good excusable cause, the Arbitrator may exclude the testimony of a witness upon failure of a party to disclose such a witness.

- b. The Arbitrator shall have the power to subpoena witnesses.
- c. In all hearings under this Section, the party having the burden of proof shall prove its case by a preponderance of the evidence.
- d. The parties, in writing, may request discovery from each other concerning the case. Should the other party not agree to provide the requested information within three (3) working days of 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, subject to rules of discovery in Texas Civil Cases.
- e. All hearings shall be public unless it is agreed by the parties that the hearing shall be closed to the public pursuant to appropriate Texas Statutes regarding the open meeting laws. In any event, the final decision of the Arbitrator shall be public, although announcement may be reasonably delayed upon request of the parties.
- f. Unless otherwise provided in this Agreement, the conduct of the hearing shall be governed by the rules of the American Arbitration Association.
- g. Subject to provisions for Judicial Review as per §174.253 of the Act, the Arbitrator's award is final and binding, except that the Arbitrator shall not have the power to modify, amend or delete any items or provisions of this Agreement. The Arbitrator shall interpret and determine the applicability of all provisions under this Agreement to include any question of arbitrability.
- h. The County and the Association bear the expense of the Arbitrator equally. The County shall bear the expense of any witnesses called by the County, and the Association shall bear the expense of any witnesses called by the Association. Either party desiring a transcript of the Arbitration hearing shall be responsible for the cost of such transcript.

Nothing recited herein regarding Arbitration shall be interpreted to constitute an agreement to arbitrate should the parties reach an impasse in collective bargaining as set out in §174.153 of the Act. Impasses in collective bargaining shall be dealt with according to any and all applicable provisions of the Fire and Police Employee Relations Act.

**Step 4** – A grievance by the County shall be submitted to the Association President. If within seven (7) calendar days after submission to the Association President the grievance has not been resolved, management shall be entitled to the same progressive steps as allowed the Association.

## ARTICLE XXII

### STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the Agreement, terms or provisions contained shall bind the parties unless made and executed in writing by the parties hereto. The failure of a party or employee to insist in any one or more instances, upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of a party or the employee to such future performance of such term or condition, and said term or condition shall continue in full force and effect.

## ARTICLE XXIII

### MISCELLANEOUS PROVISIONS

**Section A** – If a majority of Webb County employees receive an increase in County benefits while this Agreement is in effect, and as long as said increase does not conflict with a specific provision contained in this Agreement, the increase in said benefits shall be passed on to members of the Bargaining Unit. If it is felt by the Association that the increased benefit would negatively impact its members, the President of said Association may waive the increased benefit by providing notice in writing of said waiver to the Webb County Commissioners Court. This section specifically excludes increases in wages and other financial remuneration inasmuch as they are set forth in Article XI and elsewhere in this Agreement.

**Section B** – Upon request, the County shall provide the following materials to the Association:

1. A copy of all county personnel policies.
2. A copy of this Agreement.
3. Rules and Regulations adopted by the Webb County Civil Service Commission.

#### **Section C – Civil Service**

1. Non-exempt officers appointed to an Exempt position by the Sheriff may be demoted without cause, or fired for just cause, from said Exempt position at the sole discretion of the Sheriff. An officer so demoted shall have no right to prior notice, a statement of charges; or to file a grievance, or to appeal the demotion, and the Civil Service Commission shall have no jurisdiction, power, or authority to investigate or review such demotion or to alter the terms of such a demotion. Upon demotion from an Exempt position, or upon termination of the employee for less than just cause, an officer shall resume the Non-exempt position from which he or she was appointed and his or her salary shall be in accordance with said Non-exempt position.
2. Persons filling Exempt positions from outside the Webb County Sheriff's Department who do not hold a Non-exempt position shall not be placed in a Non-exempt position except as an Officer I.

3. Exempt employees that are placed back into non-exempt status when a non-exempt position is not available, shall have their position funded by the County until such time as the new budgetary process adopts him/her into the County general order. People occupying exempt positions, at the time of the adoption of this agreement, shall be listed in appendix B.

## **ARTICLE XXIV**

### **CLOSING STATEMENTS**

#### **Section A – Savings Clause**

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

#### **Section B – Full and Final Scope of the Agreement**

The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards Clause (Article X), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards Clause (Article X), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

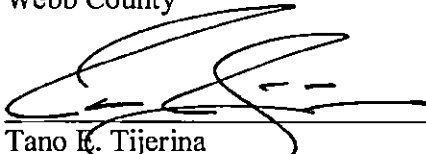
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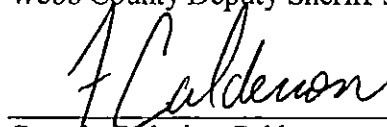
**Approval**

This Agreement was approved by the Webb County Commissioner's Court at a regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021, and was approved by the Webb County Deputy Sheriff's Association on the 8<sup>th</sup> day of December, 2021.


Webb County

  
\_\_\_\_\_  
Tano K. Tijerina  
Webb County Judge

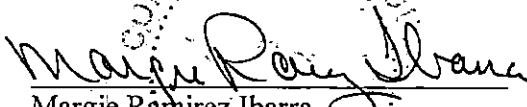
Webb County Deputy Sheriff's Association

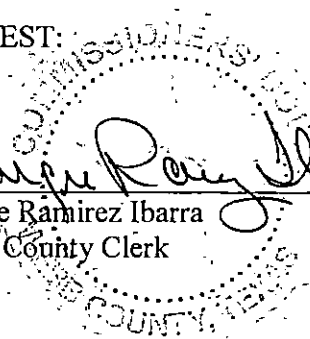
  
\_\_\_\_\_  
Captain Federico Calderon  
President

Webb County Sheriff's Office

  
\_\_\_\_\_  
Martin Cuellar  
Webb County Sheriff's Office

ATTEST:

  
\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk



**Appendix A**  
**Association Business Leave Opt-In form**

**Form to Participate in Association Business Leave**

NAME \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

EMPLOYEE NUMBER \_\_\_\_\_

**Article VI, Section E** - 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 five (5) working days-notice before attendance at any function described within this article. Requests for use of leave pool will be granted and shall not be unreasonably denied except due to operational needs that prevent granting such use or in the event of an emergency.

**Article VI, Section F** - The County shall deduct four hours of vacation from each member of the bargaining unit, who have elected to opt into the pool, at the beginning of each fiscal year. This time will be placed in an Association Business Leave Pool in accordance with section E of this article. 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. Members that donate their time for this pool shall do so by completing a voluntary opt-in form, referenced in appendix A.

\_\_\_\_\_ I agree to opt in to the Association Business Leave Pool. I understand that four (4) hours of my vacation time will be donated each fiscal year and is not replaceable. I further understand that I can opt out prior to the beginning of the next fiscal year.

\_\_\_\_\_ I do not wish to donate to the Association Business Leave Pool.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Appendix B

**Members currently appointed to an exempt position with prior service with the Webb County Sheriff's Office as of the Effective Date of this Agreement**

Name	Current Rank	Last Civil Service Held Rank
Alejandro Gutierrez	Chief Deputy	Lieutenant
Julio Gonzalez	Deputy Chief	Lieutenant
Ricardo Rodriguez	Commander	Officer V
Dennis Garcia	Commander	Sergeant

Appendix C-1

SICK LEAVE BUY-BACK APPLICATION

I hereby certify that I am a peace officer or detention officer licensed by the State of Texas and employed full-time by the County of Webb in a law enforcement capacity. I further certify that all of the information contained in this Application is true and correct. I am applying for a buy-back of sick leave that I have accumulated. I understand that each November, I may sell back to the County twelve (12) days of accumulated sick leave at a rate of one day of sick leave for one day of base pay, in accordance with the terms and conditions contained in the Collective Bargaining Agreement between Webb County and the Webb County Deputy Sheriffs' Association.

Sick Leave Balance as of October 31 of current year: \_\_\_\_\_ hrs.
Less 96 hours (12 days) sold back to County \_\_\_\_\_ hrs.

Sick Leave Balance after Buy-Back: \_\_\_\_\_ hrs.

MUST BE AT LEAST 240 HOURS (30 DAYS)

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

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

TCOLE or TCJS Certificate No: \_\_\_\_\_

Department No: \_\_\_\_\_ Employee Slot No: \_\_\_\_\_

A copy of the employee's leave and attendance record including October of the current year must accompany this application. Number of sick leave hours on that record must agree with the number of hours indicated above.

I hereby request payment to the above-named individual for the buyback of 12 days of his/her sick leave. I certify that the information contained in this application and on the attached copy of this employee's leave and attendance record is true and accurate.

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Name: \_\_\_\_\_

Department Name: WEBB COUNTY SHERIFF'S OFFICE

NOTE: This application must be submitted to the County Auditor's Office no sooner than November 1 and no later than November 30. Sick Leave Buy-Backs are made only in November.

APPROVED: \_\_\_\_\_ Date: \_\_\_\_\_
Webb County Auditor

**Appendix C-2  
ANNUAL LEAVE BUY-BACK APPLICATION**

I hereby certify that I am a peace officer or detention officer licensed by the State of Texas and employed full-time by the County of Webb in a law enforcement capacity. I further certify that all of the information contained in this Application is true and correct. I am applying for a buy-back of annual leave that I have accumulated. I understand that I may sell back to the County a minimum of forty (40) hours of accumulated annual leave at sixty percent (60%) of the previous fiscal year Base Pay, in accordance with the terms and conditions contained in the Collective Bargaining Agreement between Webb County and the Webb County Deputy Sheriff's Association.

Annual Leave Balance as of September 30 of fiscal year preceding : \_\_\_\_\_ hrs.

Less 40 hours sold back to County (Minimum 40 hours) \_\_\_\_\_ hrs.

Annual Leave Balance after Buy-Back: \_\_\_\_\_ hrs.

**MUST BE AT LEAST 20 HOURS**

Signature: \_\_\_\_\_

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

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

TCOLE or TCJS Certificate No: \_\_\_\_\_

Department No: \_\_\_\_\_

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

A copy of the employee's leave and attendance record including September of the eligible year must accompany this application. Number of annual leave hours on that record must agree with the number of hours indicated above.

I hereby request payment to the above-named individual for the buyback of 40 hours of his/her annual leave. I certify that the information contained in this application and on the attached copy of this employee's leave and attendance record is true and accurate.

Department Head Signature: \_\_\_\_\_

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

Department Head Name: \_\_\_\_\_

Department Name: WEBB COUNTY SHERIFF'S OFFICE

NOTE: This application must be submitted to the County Auditor's Office no sooner than September 1 and no later than October 31. Annual Leave Buy-Backs are paid only in November of fiscal years.

APPROVED: \_\_\_\_\_

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

Webb County Auditor

**Appendix D**  
**Wage Table Provisions**

- A. Wage tables and percentage increases for the duration of this Agreement are attached in Appendix E.
- B. "Officer" is a civil service rank or classification that includes non-supervisory Corrections Officers and Peace Officers, Officer I-V are steps based upon years of service as an officer (Corrections Officer or Peace Officer, whichever is applicable) with the Webb County Sheriff's Office and not individual promotable ranks or classifications.
- C. Pursuant to Civil Service Rules and Regulations, the Sheriff may promote an officer with at least four (4) years of law enforcement experience to serve as a Corporal provided that there is a vacant Corporal slot available. Pursuant to Civil Service Rules and Regulations, the Sheriff may demote a Corporal with just cause.
- D. For the purpose of the pay steps all years of service requirements for Officer are years of service (within the Classification of Corrections Officer or Peace Officer, whichever is applicable) for the last Civil Service Position held as an officer with the Webb County Sheriff's Office, such service need not be continuous.
- E. At the Sheriff's discretion , a Correctional Officer that becomes eligible for commissioning as a Peace Officer, may be commissioned by the sheriff to serve as a peace officer, provided that there exists a vacant peace officer slot.

**Appendix E  
Wage Tables**

**Correction Officer Wage Tables for FY 2022, FY 2023 and FY 2024**

Classification: Corrections Officer	FY 2022 Hourly Base Rate (10/01/2021- 09/30/2022)	FY 2023 Hourly Base Rate (10/01/2022- 09/30/2023)	FY 2024 Hourly Base Rate (10/01/2023- 09/30/2024)
Officer I (0-3)	\$22.32	\$22.86	\$23.39
Officer II (4-5)	\$23.51	\$24.07	\$24.63
Officer III (6-9)	\$24.69	\$25.28	\$25.86
Officer IV (10-14)	\$25.95	\$26.57	\$27.18
Officer V (15+)	\$27.11	\$27.83	\$28.54
Corporal	\$28.15	\$29.00	\$29.84
Sergeant	\$29.25	\$30.29	\$31.33
Lieutenant	\$31.53	\$32.21	\$32.89
Captain	\$33.11	\$33.83	\$34.54

**Peace Officer Wage Tables for FY 2022, FY 2023, and FY 2024**

Classification: Peace Officer	FY 2022 Hourly Base Rate (10/01/2021- 09/30/2022)	FY 2023 Hourly Base Rate (10/01/2021- 09/30/2022)	FY 2024 Hourly Base Rate (10/01/2023- 09/30/2024)
Officer I (0-3)	\$26.04	\$28.44	\$30.83
Officer II (4-5)	\$27.43	\$30.00	\$32.47
Officer III (6-9)	\$28.80	\$31.34	\$34.09
Officer IV (10-14)	\$30.27	\$33.05	\$35.83
Officer V (15+)	\$31.65	\$34.64	\$37.62
Corporal	\$32.56	\$35.61	\$38.66
Sergeant	\$33.48	\$36.63	\$39.77
Lieutenant	\$35.39	\$38.01	\$40.62
Captain	\$36.71	\$39.23	\$41.75
Commander	\$42.46	\$44.40	\$46.34
Deputy Chief	\$47.98	\$49.71	\$51.44
Chief Deputy	\$53.22	\$55.16	\$57.09

**Appendix F**  
**Grievance Forms**



**DEPUTY SHERIFF'S ASSOCIATION/WEBB COUNTY**  
**Collective Bargaining Agreement Grievance Form**

**GRIEVANCE SUBMITTAL – MEMBER/EMPLOYEE**

This form is mandatory to file grievances to the Association Grievance Committee.

**A. MEMBER/EMPLOYEE INFORMATION.**

_____	_____	_____	_____
Grievant Name	Address	City, State, Zip Code	Phone No.
_____	_____	_____	
Title	Division	Shift	

**B. INCIDENT INFORMATION.** *State in detail the incident that caused this grievance and the facts on which it is based. Make sure to include the date, time, and place, along with the names of individuals involved. If more space is needed use additional information/supplement sheet.*

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**C. SECTION(S) OF THE COLLECTIVE BARGAINING AGREEMENT BELIEVED TO BE VIOLATED.** *Identify specific section(s) of the Collective Bargaining Agreement that were violated. If more space is needed use additional information/supplement sheet.*

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**D. REMEDY OR ADJUSTMENT SOUGHT.** *If more space is needed use additional information/supplement sheet.*

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_____	_____
Grievant Signature	Date
_____	_____
Association President / Association Designee	Date Received
_____	_____
Association Grievance Committee	Date
_____	_____
Sheriff / Sheriff Designee (for Step 2)	Date Received
_____	_____
Webb County Judge / County Judge's Designee (for Step 3)	Date Received

**DEPUTY SHERIFF'S ASSOCIATION/WEBB COUNTY**  
**Collective Bargaining Agreement Grievance Form**  
**Grievance Committee Decision on Grievance**

**GRIEVANCE COMMITTEE REVIEW – Step 1**

**A. CASE INFORMATION.** *For more information refer to the attached copy of the grievance*

Grievant Name	Title	Division	Date of Grievance

**B. COMMITTEE STATEMENT.**

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

*If more space is needed use additional information/supplement sheet.*

**C. COMMITTEE DECISION.**

The Grievance Committee of the Association, met and reviewed the above grievance on the \_\_\_\_ day of \_\_\_\_\_, and rendered the following decision on the Grievance:

- No grievance exists and no further action will be taken.
- A grievance exists and should proceed to the next Step \_\_\_\_\_.

\_\_\_\_\_  
Grievance Committee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheriff / Sheriff Designee

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Webb County Judge / County Judge Designee

\_\_\_\_\_  
Date Received





**DEPUTY SHERIFF'S ASSOCIATION/WEBB COUNTY**  
**Collective Bargaining Agreement Grievance Form**  
**NO RESOLUTION CERTIFICATION**

Grievant Name	Title	Division	Date of Grievance
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The undersigned certify that the parties met and conferred on the Grievance and the Grievance was not resolved.

\_\_\_\_\_  
Association President / Association Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheriff / Sheriff Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Webb County Judge / County Judge's Designee

\_\_\_\_\_  
Date

**DEPUTY SHERIFF'S ASSOCIATION/WEBB COUNTY**  
**Collective Bargaining Agreement Grievance Form**  
**Notification of Submission of Grievance to Arbitration**

**NOTIFICATION OF SUBMISSION OF GRIEVANCE TO ARBITRATION – Step 4**

*A request for arbitration can only be submitted if the grievance cannot be resolved by the County.*

**A. NOTICE OF INTENT.**

The Webb County Sheriff's Deputy Association, hereby notifies the County of Webb of its intent to submit the following grievance to arbitration.

**B. CASE INFORMATION.**

_____	_____	_____	_____
Grievant Name	Address	City, State, Zip Code	Phone No.
_____	_____	_____	
Title	Division	Shift	
_____	_____	_____	_____
Representative	Address		Phone No.

\_\_\_\_\_  
Association President / Association Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheriff / Sheriff Designee

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Webb County Judge / County Judge's Designee

\_\_\_\_\_  
Date Received



## Appendix G

### Continuation of Pay for Service Members

In accordance with Webb County policy and Texas Local Government Code, Chapter 173, in order for a "uniformed services" member to receive the continuation of pay benefit, the following criteria should be used by the service member in his request.

The service member must have been called into service by written military orders with his or her name specified in the orders. The call to service must be involuntarily and not the product of the service member volunteering for an assignment.

Enlistment, Commission, or Appointment into the Armed Services does not constitute voluntary service for the purposes of this article. This article is not meant to conflict with any Federal or State statute.

#### Service Member Continuation of Pay Affidavit

I, the undersigned Affiant, under penalty of perjury declare the following to be true:

- I have been called into "service in the uniformed services" as defined by The Uniformed Services Employment and Reemployment Rights Act (USERRA).
- I have received written Military Orders with my name.
- I have not volunteered for the specific assignment outlined in the orders and have been called to service involuntarily.

State of Texas §

County of Webb §

SWORN to and SUBSCRIBED before me, the undersigned authority, on

the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ year, by

\_\_\_\_\_  
[PRINT the first and last names of the person who is signing this affidavit.]

\_\_\_\_\_  
Notary Public, State of Texas [Notary's signature.]

[Notary's seal must be included.]