

AN AGREEMENT
BETWEEN THE
COUNTY OF HAYS, TEXAS
AND
THE HAYS COUNTY LAW
ENFORCEMENT ASSOCIATION

November 5, 2024
to
September 30, 2027

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ARTICLE 1 IDENTIFICATION OF THE PARTIES

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

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

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

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

ARTICLE 2 PURPOSE, INTENT, AND DEFINITIONS

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

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

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

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

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

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

“Bargaining Unit” means all regular, non-temporary, full-time Employees of the Sheriff’s Office who are state-licensed peace Employees, state-licensed county jailers, , those corrections specialists who are state-licensed as county jailers, and personnel who are state-licensed telecommunicators, state-licensed TLETS specialists assigned as telecommunications systems

specialists, state-licensed 911 custodians, emergency communications Employees, lead emergency communications Employees, and communications managers employed by the Hays County Sheriff's Office or a Hays County Constables' Office, except the following: 1) the Sheriff or a Constable, as defined by Chapter 174, TLGC, 2) Employees employed as bailiffs for the District Courts and the County Courts-at-Law, 3) juvenile corrections Employees, 4) animal control Employees, other than the animal control supervisor who, because of additional law enforcement responsibilities, shall be recognized as a member of the Bargaining Unit, and 5) all other relevant judicial interpretations of Chapter 174.

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

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

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

"Career Track" refers to a specific field of law enforcement that has a distinct Merit-Based Step plan from other fields of law enforcement. This Agreement features four (4) Career Tracks: (i) Corrections, (ii) Deputy Sheriff, (iii) Emergency Communications, and (iv) Deputy Constable.

"CBA" refers to a Collective Bargaining Agreement and, when specified, to this Agreement.

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

"Constable or Constables" (also "Precinct Constable") refers to the elected (or appointed) official who serves as an elected (or appointed) Constable in Hays County in a duly created precinct, as constituted. References to the Constable or the Constable's Office in this Agreement include the Constable's designated management representatives.

"Constable's Office" refers to the elected (or appointed) Constable and all personnel under the control and administration department of the Hays County responsible for the provision of law enforcement and any other public safety function entrusted to the Constable's Office by the Constitution and laws of the State of Texas.

"County" refers to the unit of government organized under the Constitution and Laws of the State of Texas known as Hays County, Texas.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 RECOGNITION CLAUSE

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

ARTICLE 4 AUTHORITY AND TERM

Section 1. Term of the Agreement. Except as otherwise provided for within this contract, this Agreement shall commence on November 5, 2024 (the “Effective Date”), and end on September 30, 2027 (the “Termination Date”).

Section 2. Evergreen Clause. If the parties have not agreed upon a new agreement by Termination Date specified above, the terms of this Agreement shall thereafter continue in effect without change until it is superseded by a new agreement, but in no event later than September 30, 2028 (the “Evergreen Termination Date”). The “Contract Term” shall extend from the Effective Date until the Termination Date or the Evergreen Termination Date, as appropriate.

ARTICLE 5 RELATIONSHIP OF CBA TO LAWS, RULES & POLICIES

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

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

ARTICLE 6 MANAGEMENT RIGHTS AND MAINTENANCE OF STANDARDS

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

Section 2. Maintenance of Standards.

A. Subject to the foregoing management rights clause, the County agrees that any standard, privilege, and working conditions enjoyed by the 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 sixty (60) calendar days written notice to the Association.

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

ARTICLE 7 DUES DEDUCTIONS

Section 1. Dues Check-Off

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

to the designated employee's association. A request under this section, as well as all requests for Dues deduction in existence on the Effective Date of this Agreement, shall remain in effect until the County payroll office receives written notice of revocation in a form substantially similar to Appendix B and signed by the Employee.

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

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

D. DEFENSE AND INDEMNIFICATION.

HCLEA/CLEAT SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH THE COUNTY AND HCLEA/CLEAT, AND SHALL INDEMNIFY THE COUNTY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE COUNTY INCLUDING THE COUNTY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. HCLEA/CLEAT SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED TO PARTICIPATE BY THE HAYS COUNTY COMMISSIONERS COURT.

**ARTICLE 8
WAGES AND PAYS**

Section 1. (A) Barring relief of the County's obligation to pay under Subsections (B) or (C) below, wages and pays shall be based on the Merit-Based Step specified in the Pay Plan, attached hereto as **Exhibit A**, and the procedures for awarding individual Merit-Based Step increases cited in Subsection (D), below; provided that implementation of the Pay Plan in **Exhibit A** shall begin on the first full pay period following the Effective Date of this agreement, for Fiscal Year 2025. The implementation for the Pay Plan for Fiscal Year 2026 shall begin on the first full pay period after October 1, 2025. On or about April 1, 2026 the County and the HCLEA shall reassess the Pay Plans for Year 3 by conducting a current market study of ten (10) law enforcement agencies that both the County and the HCLEA have mutually agreed upon. In addition to reassessing the Pay Plan, the Parties shall also reassess incentives pays (Section 8 of this Article). Using the reassessment of the Pay Plan, the County shall implement an updated Pay Plan for Year 3 of this Agreement. The Year 3 Pay Plan shall be implemented on the later of : (1) the first full pay period after October 1, 2026, for Fiscal Year 2027, or (2) the first full pay period after the Parties have formally agreed to the new Year 3 Pay Plan. The Parties agree that no other portions of this Agreement shall be subject to negotiation until the end of the Contract Term. The

Parties also agree that the methodology described above shall be the only means of achieving an updated Pay Plan for Year 3 of the Contract Term.

(A-1) The following listed positions shall be included in the County's step pay plan policy (rather than the Merit-Based Step Pay Plan) until the reassessment of the Pay Plan in accordance with Section (1)(A) above for Year 3 of this Agreement: (1) corrections specialists who are state-licensed county jailers; (2) TLETS specialists assigned as telecommunications systems specialists; and (3) state-licensed 911 custodians.

(A-2) Should the Commissioners Court establish the ranks of a Deputy Constable Corporal and/or a Deputy Constable Sergeant during the Term of this Agreement, the eligibility for promotions into such newly-established ranks shall be done in accordance with **Exhibit F** and paid in accordance with **Exhibit A**. The Commissioners Court shall not be obligated nor required to recognize or adopt such ranking structure; however, the provisions in this Agreement lay the foundation for the pay structure and eligibility requirements related to the ranks of Deputy Constable Corporal and Deputy Constable Sergeant in the event such establishment occurs during the Term of this Agreement. In no event shall the past duties of a certain position or a certain individual in the Constables' Offices guarantee that individual the newly-established pay and/or title of a Deputy Constable Corporal or Deputy Constable Sergeant.

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

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

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

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

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

(c) An eligible Employee may protest the disapproval of his/her own MBS increase by requesting review of the Merit Review Committee within fifteen (15) days of the date on which the Employee became eligible. Deferrals of MBS, as described in the paragraph above, may not be appealed to the Merit Review Committee. The procedures for consideration by the Merit Review Committee are expressed in Article 18, below. The Merit Review process is not considered part of the Dispute Resolution process described in Article 21, below, which is reserved for disputes related to the application or interpretation of this Agreement.

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

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

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

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

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

A. The statutory definition of a law enforcement Employee contained in Chapter 174, TLGC;

B. Applicable case law interpretations relating to the definition of a law enforcement Employee for purposes of Chapter 174, TLGC, as applied to Texas Counties; and

C. Job functions and job definitions.

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

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

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

Section 8. Incentives Pay

A. **Field Training Officer and Communications Training Officer Pay.** A Field Training Officer (F.T.O.) or a Communications Training Officer (C.T.O.) for the Hays County Sheriff's Office is an Employee who carries the rank of Deputy, Corrections Officer, meets the requirements as established in the Sheriff's Office F.T.O. or C.T.O. policy, and is formally assigned and recognized by County Management as a Field Training Officer. An F.T.O. for any Hays County Constable's Office is a Deputy Constable designated by that Constable to provide field training and is formally assigned and recognized by County Management as a Field

Training Officer. Each Officer assigned shall be granted Soft Pay of \$2.50 per hour for each hour actively engaged in field training or communications training activities as a Field Training Officer or Communications Training Officer, as long as budgeted funds for this pay are not exhausted for the fiscal year. Each Fiscal Year for 2025, 2026, and 2027, the budget for Field Training Officer Pay and Communications Officer Training Pay will be \$2.50 per hour, per F.T.O./C.T.O. not to exceed the total number of hours budgeted per fiscal year.

B. Additional Soft Pays.

1. Uniform Allowance.

Deputy Sheriff Track Employees promoted or reassigned into a Non-Uniformed position may request advanced payment of the stipend up to four hundred and fifty dollars (\$450.00), to the County's payroll office within fifteen (15) days of a promotion or qualifying reassignment. Upon receipt of a request for advanced payment of the Uniform Allowance, the County's payroll office shall, at the time it pays the next Uniform Allowances to other qualified Employees, pay the requesting Employee the sum of that Employee's Uniform Allowance. Employees who receive an advance of their Uniform Allowances shall not be eligible to receive a monthly allowance under this Section for twelve (12) months.

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

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

- A) One long-sleeve shirt and one pair of pants to satisfy the Class A uniform requirements.
- B) Six shirts to satisfy the Class B uniform requirements. Employees may choose short-sleeve or long-sleeve.
- C) Three pair of pants to satisfy the Class B uniform requirement.
- D) One load-bearing vest (only for those positions, per the Sheriff's Office General Orders or equivalent Constables' policy, that require such vest) *If such Employee already has a load-bearing vest, the County will not provide another load-bearing vest upon the Effective Date of this Agreement, but rather replace such vest when Chain of Command deems necessary, in accordance with Section 1 above.

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

- A) Three shirts (either long-sleeve, short-sleeve, or any combination thereof) to satisfy uniform requirements.

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

- A. One long-sleeve shirt and one pair of pants to satisfy the Class A uniform requirements.
- B. One shirt to satisfy the Class B uniform requirements. Employees may choose short-sleeve or long-sleeve.
- C. One pair of pants to satisfy the Class B uniform requirement.
- D. One load-bearing vest (only for those positions, per the Sheriff’s Office General Orders or equivalent Constables’ policy, that require such vest) *If such Employee already has a load-bearing vest, the County will not provide another load-bearing vest upon the Effective Date of this Agreement, but rather replace such vest when Chain of Command deems necessary, in accordance with Section 1 above.

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

3. Shift Differential Pay. The County shall pay a maximum of fifteen (\$15.00) per day to an Employee that works night shifts that begin at or after 6:00 p.m.

4. Special Assignment Pay. The County shall pay an additional one hundred dollars (\$100.00) per month to an Employee assigned by the Sheriff (or Constables for item 6) to perform the following special assignments:

- 1. Special Weapons and Tactics (“SWAT”)
- 2. Crisis Negotiation Team (“CNT”)
- 3. Special Emergency Response Team (“SERT”)

4. Hays County Unmanned Robotics Team (“HURT”)
5. Step Up Pay (See below)
6. Language Pay (See below)
7. Standby Pay (See below)

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

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

Language Pay. Individuals who wish to qualify for Language Pay must take and pass a proficiency exam in either Spanish or ASL to be qualified for Special Assignment. Such proficiency exam must be approved by the Hays County Sheriff’s Office (regardless of which office the Employee is employed by) in order to qualify for Language Pay. Once qualified, an employee may be assigned Language Pay by the Sheriff or a Constable if sufficient soft pays are budgeted to accommodate the Special Assignment.

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

Section 10. Standby/On-Call Time. A Sheriff’s Office Employee shall be compensated for periods of time in which their job duties require that they be in an on-call or standby status. That compensation shall be made as follows: one (1) hour of straight comp time per shift/day (pursuant to the bureau for which the employee is assigned) that they are in such status. Such compensation shall only apply to a non-exempt employee that works within a regularly-scheduled on-call rotation. Such status is pre-scheduled. Any member that receives additional soft pays for the special assignment pay related to SWAT, CNT, SERT, or HURT, shall not be eligible for Standby/On-Call compensation while they are serving in the capacity for that special assignment. The member shall, however, receive the standby pay while not serving in such capacity. (For example: if a member is assigned to SWAT, but also an on-call Detective

in CID, such member shall receive standby credit for the specific shifts/days for which he is scheduled as an on-call Detective, but he shall not receive standby credit for being on-call for SWAT.)

Section 11. Longevity Pay. Longevity pay shall be granted to Employees with more than one (1) year of full-time service within a position covered under this Agreement, with the Hays County Sheriff's Office or a Hays County Constable's Office. Such full-time service is based on the Employee's initial full-time employment date within a position covered under this Agreement, with the Hays County Sheriff's Office or a Hays County Constable's Office and is paid out once per month. Rehires are eligible to use past service with the Hays County Sheriff's Office or a Hays County Constable's Office in full-year increments to calculate longevity pay. Longevity pay shall total five dollars (\$5.00) per month of full-time service within a position covered under this Agreement, with the Hays County Sheriff's Office or a Hays County Constable's Office to Employees with more than one (1) year of full-time service within a position covered under this Agreement, with the Hays County Sheriff's Office or a Hays County Constable's Office. Service with another Hays County office that is not the Hays County Sheriff's Office or a Hays County Constable's Office is not to be included in calculations for purposes of longevity pay, nor is service in a position not covered under this Agreement to be included in calculations for purposes of longevity. Longevity pay for positions within the Bargaining Unit that were not part of the Bargaining Unit prior to November 5, 2024 shall begin on the Effective Date of this Agreement.

Section 12. Sign-On Incentive. In the event the Hays County Commissioners Court recognizes and approves a version of monetary sign-on incentives for Employees during the Term of this Agreement, such sign-on incentive shall be paid to Employees accordingly.

Section 13. 29 USC §207(k); Compensatory Time as Additional Benefit. When Congress established a 216-hour 28-day work period for employees engaged in fire protection and law enforcement activities in 29 USC §207(k), it also gave the Secretary of Labor authority to promulgate regulations establishing a lower ceiling of work hours within a 28-day cycle. The Secretary of Labor exercised this authority in 1987, setting a limit for law enforcement personnel at 171 hours within a 28-day period.

The Parties agree that the salary amounts set forth in Pay Plan attached hereto as **Exhibit A** or the County's step pay plan for those employees not included in **Exhibit A**, are and will be paid to qualifying Employees pursuant to **Exhibit B-1**. **Exhibit B-1** shall be effective November 10, 2024

The County shall award overtime compensation to non-exempt and lieutenants for each hour worked beyond the individual's work period pursuant to Exhibit B-1. Such compensation shall be provided in compliance with Article 10, below. Overtime under this section shall be provided at one-and-one-half times the individuals' hourly rate, which shall be calculated by dividing that individual's annual salary and all other forms of compensation classified as wages.

Section 14. The Parties agree that the additional benefits described in Sections 8, 9, 10, 11, and 12 above ("Additional Benefits"), are contractual obligations only. Notwithstanding

the County's agreement to provide these additional benefits as a contractual obligation, should the Association (or Combined Law Enforcement Associations of Texas (CLEAT) file, on behalf of an Employee, a grievance, law suit, or complaint to an administrative agency, claiming a statutory, constitutional or otherwise-vested right to these Additional Benefits, then payment, use and/or accrual of these Additional Benefits, including compensatory time that was provided as Additional Benefits, shall cease for all Employees for the remainder of the term of this Agreement, including any extension of this Agreement under Article 4, Section 2.

ARTICLE 9 SHIFT SCHEDULES

Section 1. The County agrees to maintain the current core shift schedules in effect for Corrections, Deputy Sheriff, and Emergency Communications Career Tracks, corrections specialists who are state-licensed as county jailers, state-licensed TLETS specialists, and state-licensed 911 custodians as of the adoption of this Agreement, unless they are amended by mutual agreement. This Article shall not apply to special assignments or special units, such as Government Center or Courthouse security, or to newly created operations involving a different shift.

ARTICLE 10 OVERTIME PAY

Section 1. Overtime Pay. All members of the bargaining unit, excluding those members holding the rank of captain and above, shall earn and accrue overtime in accordance with Exhibit B-1.

Section 2. Compensatory Time. The County may compensate members of the bargaining unit, excluding those members holding the rank of captain and above, with compensatory time in lieu of overtime pay for time worked in excess of the work hours indicated in Exhibit B-1. Such compensatory time will be at a ratio of not less than one-and-one-half times for each hour of overtime worked.

The County has the discretion to determine whether monetary compensation or compensatory time will be awarded for overtime worked. Employees shall be allowed to accrue compensatory time up to a maximum accrual of two-hundred (200) hours during the term of this Agreement. Such maximum accrual shall be the sum of (i) any overtime accrued, but not compensated monetarily, and (ii) any compensatory time awarded as an additional benefit under Article 8, Section 13, above. Compensatory time shall be paid to any Employee whose accrued compensatory time exceeds four-hundred-and-eighty (480) hours, or to any Employee who ceases employment with Hays County.

ARTICLE 11 HOLIDAYS AND HOLIDAY PAY

Section 1. Holiday. For the purpose of this agreement, Holidays shall be those designated by the Hays County Commissioners Court for all County employees for each Fiscal Year. If, within

any Fiscal Year, New Year's Day, Independence Day (July 4th), and/or Christmas Day are not Holidays designated by Commissioners Court, then Employees shall be granted those days as additional Holidays for the purposes of this Article.

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

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

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

ARTICLE 12 LEAVE PROVISIONS

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

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

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

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

ARTICLE 13

PAID TIME: ASSOCIATION ACTIVITY

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

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

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

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

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

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

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

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

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

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

SECTION 7. DEFENSE AND INDEMNIFICATION. HCLEA SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH THE COUNTY AND HCLEA, AND SHALL INDEMNIFY THE COUNTY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE COUNTY INCLUDING THE COUNTY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. HCLEA SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED TO PARTICIPATE BY THE HAYS COUNTY COMMISSIONERS COURT.

ARTICLE 14 ASSOCIATION BULLETIN BOARD

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

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

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

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

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

ARTICLE 15 INSURANCE BENEFITS

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

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

ARTICLE 16 RETIREMENT BENEFITS

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

ARTICLE 17

LABOR RELATIONS COMMITTEE

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

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

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

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

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

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

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

ARTICLE 18 MERIT REVIEW COMMITTEE

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

Section 2. Formation; Quorum. The Committee shall have seven (7) members at all times. The Committee shall be formed by the following appointments: one (1) selected by majority vote of the Constables; two (2) selected by the Association; two (2) selected by the Sheriff (one of the two Sheriff’s appointments must be equal to the rank of Sergeant or below); and two (2) selected by the Hays County Commissioners Court. In addition to the previously-mentioned appointments, the Constables, the Association, the Sheriff, and the Hays County Commissioners Court shall each designate one (1) alternate appointment to serve on the Merit Review Committee and Labor Relations Committee in the event a need for recusal arises for one of the Committee members. Neither the Merit Review Committee nor the Labor Relations Committee may convene for an official meeting without at least a quorum of its

members present. For the purposes of Articles 17 and 18, a quorum shall be four (4) or more members. Selection of appointments shall be made from individuals who are elected officials or staff members (at least half-time) employed by Hays County at the time of appointment.

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

Section 4. Committee Findings; Effect. Within ten (10) business days of the Committee's consideration of an appeal, it shall issue written findings accompanied by a voted-upon recommendation, either for or against reinstatement of the Employee's Merit-Based Step increase. If the Committee unanimously recommends reinstatement of the Employee's Merit-Based Step increase, then the Sheriff or the Constable, as appropriate, *shall* authorize the increase and the Employee's Years of Service shall reflect such reinstatement. If a majority, but less than all, of the Committee recommends reinstatement of the Employee's Merit-Based Step increase, then the Sheriff or the Constable, as appropriate, *may* authorize the increase after consideration of the findings issued by the Committee. Findings of the Committee shall be retained by the County for administrative purposes, but shall not be considered an official finding or action of the County for the purposes of TCOLE reporting or any other professional reporting, and shall not be kept in the personnel file of the appealing Employee.

ARTICLE 19

OFFICE OF PROFESSIONAL RESPONSIBILITY, DISCIPLINARY POLICY, AND DISCIPLINARY GRIEVANCES BY DEPUTY CONSTABLES, CORPORAL CONSTABLES, AND SERGEANT CONSTABLES

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

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

Policies”) on the Effective Date of this Agreement are attached hereto as **Exhibit D** and that the Constables’ existing written policies related to such matters on the Effective Date of this Agreement are attached hereto as **Exhibit E**.

Section 3. Application and/or enforcement of policies by the Sheriff or a Constable relating to administrative investigations and/or disciplinary procedure, including the Employees’ Bill of Rights attached hereto, shall not be subject to Dispute Resolution procedures described in this Agreement, except as described in subsection 4, below. No employee shall be subject to any disciplinary action implemented in accordance with this Section except when there is cause to believe that improper conduct has occurred. The cause for disciplinary action shall be in writing and shall particularly state the reason or reasons for which the Sheriff or the Precinct Constable determined that disciplinary action is necessary. Disciplinary action against a Constable employee who is a member of the bargaining unit shall be subject to the disciplinary grievance procedures contained in Subsection 5 of this article. Disciplinary action against an employee of the Sheriff’s Office who is a member of the bargaining unit shall be subject to the disciplinary appeals procedures established by this agreement and contained in Appendix D.

Section 4. The Sheriff and Precinct Constables hereby agree that any of the above-described disciplinary measures within the Sheriff’s Office or a Constable’s Office shall be instituted for violations of policy including, but not limited to, General Orders as they exist at the time of the alleged violation, general County policies, State law, and/or federal law. The Parties to this Agreement recognize that this subsection is not applicable to the positions of Chief Deputy or Inspector positions within the Office of Professional Responsibility (“Trust Positions”), and serve at the discretion of the Sheriff.

If an Employee, other than someone occupying a Trust Position, believes that they were terminated without substantially meeting the above-described due process standards, then such employee shall have the right to initiate a grievance subject to the Dispute Resolution procedures detailed in Article 21 below. Such Dispute Resolution procedures may not be utilized to challenge the adverse employment action taken as a conclusion to a disciplinary action. Rather, those procedures may be used to challenge whether the due process measures described in **Exhibit D** or **Exhibit E** were substantially met prior to implementation of an adverse employment action. For the purposes of this Agreement “disciplinary action” or “adverse employment action” shall include, a demotion, a suspension without pay, and a termination of employment, but shall not include verbal reprimands, a written reprimand, letters of understanding, or suspensions with pay pending administrative investigation. “Disciplinary action” or “adverse employment actions” can only be grieved by a Deputy Constable, Corporal Constable, or Sergeant Constable through the Constables’ Disciplinary Grievance Panel outlined in Subsection 5 below. Any actions failing to rise to the level of “disciplinary action” or “adverse employment action” are not grievable to the Constables’ Disciplinary Grievance Panel.

Section 5. Disciplinary Action involving Deputy Constables, Corporal Constables, and Sergeant Constables. The purpose of this section is to establish a procedure for the fair, expeditious, and orderly adjustment of disciplinary actions taken by a Precinct Constable involving a member of the bargaining unit who is a Deputy Constable, Corporal Constable, or Sergeant Constable serving under the Precinct Constable. For purposes of this

section, all disciplinary actions taken by a Precinct Constable are final except insofar as exempted hereinafter. All disciplinary actions shall be based upon whether or not just cause exists.

Disciplinary Grievances

A “Disciplinary Grievance” is a disagreement between a Deputy Constable, Corporal Constable, or Sergeant Constable and the Precinct Constable for which they are employed regarding a disciplinary action. A Disciplinary Grievance may only be filed by the effected Deputy Constable, Corporal Constable, or Sergeant Constable employee.

Hays County Constables Disciplinary Grievance Panel

The Hays County Constables Disciplinary Grievance Panel (the “Panel”) shall be made up of five (5) members from any of the five (5) Hays County Constable’s Offices who are selected by majority vote of all Deputy Constables, Corporal Constables, and Sergeant Constables on an annual basis during the month of January each year and who will serve on the panel for one (1) year beginning on February 1 and will serve until an appropriate replacement is seated.

The Panel shall consist of:

1. One (1) Precinct Constable who shall serve as the presiding member. He/she shall be selected by a majority vote of the five (5) Hays County Constables. In addition, an alternate Precinct Constable shall be chosen in the same manner.
2. Two (2) ranking members (Corporal or Sergeant) from any of the five (5) Hays County Constable’s Offices. Such members and one alternate shall be selected by a majority vote of all Deputy Constables from all five (5) Hays County Constables’ Offices.
 - a) In the event the Hays County Commissioners Court has not established a formal ranking system for the Constables’ Offices, these two members shall be Deputy Constables from any of the five (5) Hays County Constables’ Offices. Such members and one alternate shall be selected by a majority vote of all Deputy Constables from all five (5) Hays County Constables’ Offices.
3. Two (2) deputy constables from any of the five (5) Hays County Constable’s Offices. One Deputy Constable and one alternate shall be selected by a majority vote of all Deputy Constables from all five (5) Hays County Constable’s Offices. One Deputy Constable shall be selected to serve for a specific hearing by the Deputy Constable who has filed the grievance.
4. Each appeal board member shall have one vote of equal weight;
5. The decision of the appeal board shall be determined by majority vote;
6. Any appeal board member who is involved in the discipline in any way shall recuse themselves and their corresponding alternate shall serve in his/her place for the appeal in question only.

The presiding member shall be responsible for:

1. scheduling a hearing on the Disciplinary Grievance at a centrally located County facility;
2. public posting in accordance with the Open Meetings Act of the date, time and location of the Hays County Constables Disciplinary Grievance Panel hearing;
3. notifying:
 - a) panel members;
 - b) the involved Grievant and/or their designated representative;
 - c) the Precinct Constable who administered the original discipline;
 - d) the County's appropriate legal counsel; and
4. Filing a report regarding the Disciplinary Grievance Panel's decision with the Constable for the precinct of which the Grievant is a member.

Proceedings of the Panel hearing shall be open to the public, except when the Panel may need to seek legal advice from their legal counsel in which such matters shall be conducted in closed Executive Session.

Process. A disciplinary grievance described in this Section shall proceed as follows:

The Employee shall submit a disciplinary grievance within ten (10) calendar days of the Employee's receipt of the written disciplinary notice. The grievance shall be reduced to writing and submitted to the Precinct Constable serving as the presiding member for consideration by five (5) selected members of the Hays County Constable's Disciplinary Review Panel. The complaint by an individual employee ("Grievant") shall include:

1. A statement of the complaint and all facts on which it is based;
2. Any reason the disciplinary action is not warranted;
3. The remedy or adjustment, if any, sought; and
4. The signature of the Employee.

The Panel shall convene a hearing within fourteen (14) calendar days of receipt of a Grievance as filed with the presiding member. The Grievant may be represented by personal legal counsel or an Association representative.

It is agreed by all parties that the presiding member or their designated representative may issue summons and requests for records for the attendance of witnesses employed by Hays County and for the production of documentary materials. The Grievant or their designated representative may request the presiding member or their designated representative to summons any books, records, documents, papers, accounts, or witnesses that the Grievant considers pertinent to the case. The Grievant or their designated representative shall make the request before the 10th day before the date the Panel hearing will be held. If the presiding member or their designated representative does not summons the material, the presiding member or their designated representative shall, before the third day before the date the hearing will be held, make a written report to the Grievant or their designated representative stating the reason the requested material will not be summonsed.

The Panel shall perform an adjudicatory function and determine whether there was a factual basis for the imposition of the discipline and, if applicable, whether there was just cause for the disciplinary action. The Panel shall conduct the hearing fairly and impartially and shall render a just and fair decision. The time limit for any such hearing by the Panel shall not exceed three (3) hours, except that by a majority vote of the Panel, the hearing time may be extended.

The Panel may hear testimony from the Grievant, the Precinct Constable or his designated representative, and any witnesses as necessary to render a determination as to the validity of the disciplinary action imposed by the Precinct Constable. The Panel may rely in whole or in part on the testimony presented to the Panel. The Panel by a majority vote, may admit other relevant oral or documentary evidence. The Panel may consider only the evidence submitted at the hearing. The Rules of Civil Procedure and Civil Evidence shall not apply. The proceeding shall not be recorded.

Hearing Process

- A. The Precinct Constable or his/her designee shall present the case to the Panel along with any supporting documents;
- B. The Grievant shall present his/her testimony to the Panel along with any supporting documents;
- C. The Precinct Constable or his/her designee may present witness testimony both in person and/or in writing. The Grievant shall have the opportunity to cross examine any witness and/or rebut written testimony;
- D. The Grievant may present witness testimony both in person and/or in writing. The Precinct Constable or his/her designee shall have the opportunity to cross examine any witness and/or rebut written testimony;
- E. Members of the Panel shall have the right to ask clarification questions at any time;
- F. The Precinct Constable or his/her designee may, at their discretion, present a closing argument;
- G. The Grievant may, at their discretion, present a closing argument;
- H. Members of the Panel shall have the right to ask final questions once both parties have had the opportunity to present closing arguments.
- I. Upon conclusion of the hearing, the Panel shall render a final decision to the Grievant and the Precinct Constable. The Panel may only sustain, overturn, or reduce the disciplinary action. The Panel may not enhance a disciplinary action executed by the Precinct Constable.
- J. No later than seven (7) business days after the day of the hearing, the presiding member shall draft a report to the Precinct Constable detailing the decision of the Panel. The report shall:
 - 1. Include a finding that the disciplinary action was sustained, overturned, or reduced; or
 - 2. grant the relief requested by the Grievant and reinstate the employee. Reinstatement may include but not limited to placement in the job assignment held by the employee at the time of the disciplinary action, no loss of benefits or with payment of all back wages and salary.

K. A finding of “overturned” or “reduced” shall include the reduced disciplinary action found appropriate by the Panel.

The decision of the Panel shall be final and binding upon the County, the Precinct Constable and the Grievant, except on the basis of fraud or collusion.

The Precinct Constable and/or the County shall bear the expense of any witnesses called by the Precinct Constable, and/or County. The Grievant shall bear the expense of any witnesses called by the Grievant, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty.

ARTICLE 20 LATERAL / INTERNAL ENTRY

Section 1. Lateral Entry Program.

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

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

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

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

1. Eligible prior experience allows the new hire to be slotted in the appropriate pay step for up to seven (7) Years of Service for the applicant’s prior full-time experience as if the entire eligible prior experience had all been acquired in the employ of the County. Officers hired under the lateral entry program who have seven (7) or more years of prior full-time qualifying experience, as provided in this Section, may, at the discretion of the Sheriff or the Constable, be placed up to MBS6, on the Collective Bargaining Salary Step Plan upon being hired. Employees hired under the lateral entry program who have less than seven (7) years of qualifying full-time experience may, at the discretion of the Sheriff or the Constable, be placed up to the step that is equivalent to the number

of years of prior qualifying service rounded down. For example, if the officer has three years and six months of prior qualifying service, the officer may, at the Sheriff's or Constable's discretion, be placed at MBS2, or below, for the appropriate classification on the Salary Step Plan upon being hired. For the purposes of pay, under Article 8, above, Employees will be eligible to advance to the next MBS as Years of Service accrue. However, Employees placed in a higher MBS under the Lateral Entry Program shall be eligible for promotion based on their actual Years of Service, not the MBS achieved via the Lateral Entry Program. The Parties to this Agreement recognize that certain positions may be appointed by the Sheriff without consideration of longevity, including Chief Deputy and Inspector within the Office of Professional Responsibility.

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

Section 2. Internal Entry Program. The Hays County Sheriff's Office or a Hays County Constable's Office may hire a licensed peace officer with prior law enforcement experience within the County (i.e. the Hays County Sheriff's Office or a Hays County Constable's Office). Employees hired under the internal entry program may, at the discretion of the Sheriff or the Constable, be placed up to the step that is equivalent to the number of years of prior qualifying service. For example, if the officer has three years and six months of prior qualifying service, the officer may, at the Sheriff's or Constable's discretion, be placed at MBS2 (with 6 months toward an MBS 3), or below, for the appropriate classification on the Salary Step Plan upon being hired.

ARTICLE 21

CONTRACT INTERPRETATION / DISPUTE RESOLUTION PROCEDURE

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

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

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

- 1) a brief statement of the grievance, including a description of the facts or events upon which it is based including the date the grievance arose and the date the grievance is submitted to the Grievance Committee;
- 2) the sections(s) of the Agreement alleged to have been violated,

- 3) the remedy or adjustment sought; and,
- 4) the signature of the Grievance Committee Chairman or Association President.

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

Step 1: An aggrieved Employee must initiate a written grievance on the form attached as Appendix C with the Association Grievance Committee within thirty (30) days of the date upon which the Employee knew of or should have known of the facts giving rise to the grievance. A courtesy copy of the completed grievance form shall be forwarded to the Sheriff, or Constable if applicable, and the Office of General Counsel by the Association Grievance Committee within seven (7) days of the receipt of the signed written grievance by the Association Grievance Committee, but no action by the Sheriff or Constable if applicable, or the Office of General Counsel is required at this Step. The Association Grievance Committee shall within its discretion determine whether the alleged grievance has merit and whether it should proceed to the next Step. If the Association Grievance Committee determines that no grievance exists or that the grievance will not be forwarded, it shall notify the Sheriff, or Constable if applicable, and the Office of General Counsel in writing that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall within thirty (30) days after receipt of the grievance, proceed to Step 2 of the procedure.

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

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

Section 5. Extension of deadlines. Any of the administrative deadlines contained in the foregoing Steps, may be extended or otherwise modified by agreement of the Parties, in

writing, as necessary to address the substance of the grievance in a reasonable manner. If the Association Grievance Committee misses any deadline, the grievance will be considered satisfied and no further steps shall be taken.

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

A. A copy of the request to AAA shall be provided to the following County officials: 1) the Civil Division of the Hays County Criminal District Attorney's Office; 2) the Sheriff; and 3) the Constable if applicable.

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

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

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

Section 8. After the Arbitrator has been selected, and a hearing scheduled, the parties may, upon written request to each other, call for the disclosure of a list of anticipated witnesses to be called to testify at the hearing, and may similarly call for a list of anticipated documents and exhibits sought to be introduced at the hearing. This request for disclosure shall be made no less than ten (10) business days prior to the date of a scheduled hearing, and the parties shall have a continuing duty to supplement responses to any such request. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) calendar days of the request; the request shall be deemed denied. The requesting party may then apply to the Arbitrator, who shall order such discovery as is appropriate to the nature of the case, consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the Arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within seven (7) calendar days prior to the hearing.

Section 9. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at or her decision on the issue or

issues presented and shall confine himself or herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or her.

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

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

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

ARTICLE 22 SAVINGS CLAUSE

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

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

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

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

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

(D) This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement and no provisions, terms, obligations herein contained

shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of operations of either party hereto.

ARTICLE 23 MISCELLANEOUS PROVISIONS

Section 1. Third Party Security – County Buildings. The County shall include in every third-party contract executed after the date of this Agreement, for the use of these County facilities that any vendor or lessee using said facility shall use only sworn Employees procured through the Hays County Sheriff's Office or a Hays County Constables Office for security, crowd control and other police-related activities while using the facility, and that number of Employees determined to be reasonably necessary by the County shall be paid by the vendor or lessee. Employees working for a third-party user of a County facility shall be off duty, and shall be paid an hourly rate negotiated by the Sheriff's Office or the Constables Office(s), respectively. Employees assigned to work an event sponsored or co-sponsored by Hays County shall be considered on duty and shall not be entitled to pay that exceeds their normal rate of pay under this Agreement and under the Fair Labor Standards Act.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

SIGNATURE & EXECUTION PAGE

THIS 2024 COLLECTIVE BARGAINING AGREEMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

HAYS COUNTY, TEXAS

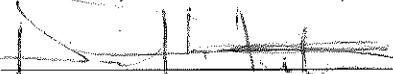
(Approved by HAYS COUNTY COMMISSIONERS COURT on November 5, 2024.)

By: _____ Dated: _____

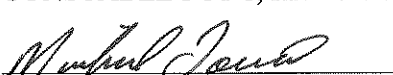
RUBEN BECERRA
COUNTY JUDGE FOR HAYS COUNTY, TEXAS

By:  Dated: 10/28/2024

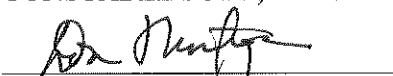
HON. GARY CUTLER
SHERIFF, HAYS COUNTY, TEXAS

By:  Dated: 10-28-2024


HON. DAVID PETERSON
CONSTABLE PCT 1, HAYS COUNTY, TEXAS

By:  Dated: 10/28/2024


HON. MICHAEL TORRES
CONSTABLE PCT 2, HAYS COUNTY, TEXAS

By:  Dated: 10/28/24

HON. DON MONTAGUE
CONSTABLE PCT 3, HAYS COUNTY, TEXAS

By:  Dated: 10-28-24

HON. RON E. HOOD
CONSTABLE PCT 4, HAYS COUNTY, TEXAS

By:  Dated: 10-28-2024

HON. JOHN ELLEN
CONSTABLE PCT 5, HAYS COUNTY, TEXAS

ATTEST:

By _____

ELAINE CARDENAS
HAYS COUNTY CLERK

THE HAYS COUNTY LAW ENFORCEMENT ASSOCIATION

("HCLEA")

(Approved by HCLEA Membership on or about October 31, 2024)

By: _____

TROY MAYES
PRESIDENT, HCLEA

EXHIBIT A
PAY PLAN WITH MERIT-BASED STEP INCREASES

(See Next 1 Page)

| | Law Enforcement-SO | | | | Emergency Communications | | | | |
|------------------------------------------------------------------------------------------------------|--------------------|---------------|---------------|---------------|--------------------------|----------------|---------------|---------------|---------------|
| | LE Deputy | LE Det./Corp. | LE Sgt. | LE Lt. | LE Capt. | Dep. Constable | Coastable | LE Sgt. | |
| MBS 0 | \$ 58,785.00 | \$ 81,834.48 | \$ 93,977.52 | \$ 107,911.44 | \$ 123,920.16 | 0 | \$ 65,520.00 | \$ 77,937.60 | \$ 39,502.40 |
| MBS 1 | \$ 72,065.27 | \$ 81,834.48 | \$ 93,977.52 | \$ 107,911.44 | \$ 123,920.16 | 1 | \$ 67,682.16 | \$ 77,937.60 | \$ 39,502.40 |
| MBS 2 | \$ 71,411.45 | \$ 81,834.48 | \$ 93,977.52 | \$ 107,911.44 | \$ 123,920.16 | 2 | \$ 69,151.67 | \$ 77,937.60 | \$ 39,502.40 |
| MBS 3 | \$ 75,834.03 | \$ 81,834.48 | \$ 93,977.52 | \$ 107,911.44 | \$ 123,920.16 | 3 | \$ 72,222.89 | \$ 77,937.60 | \$ 39,502.40 |
| MBS 4 | \$ 78,336.56 | \$ 84,535.02 | \$ 93,977.52 | \$ 107,911.44 | \$ 123,920.16 | 4 | \$ 74,806.24 | \$ 80,039.94 | \$ 39,502.40 |
| MBS 5 | \$ 80,921.66 | \$ 87,324.67 | \$ 93,977.52 | \$ 107,911.44 | \$ 123,920.16 | 5 | \$ 77,961.50 | \$ 83,166.36 | \$ 39,502.40 |
| MBS 6 | \$ 83,592.08 | \$ 90,266.39 | \$ 97,078.78 | \$ 107,911.44 | \$ 123,920.16 | 6 | \$ 79,613.25 | \$ 85,910.83 | \$ 39,502.40 |
| MBS 7 | \$ 86,350.62 | \$ 93,183.20 | \$ 100,262.38 | \$ 107,911.44 | \$ 123,920.16 | 7 | \$ 82,452.58 | \$ 88,745.92 | \$ 39,502.40 |
| MBS 8 | \$ 89,200.19 | \$ 96,258.24 | \$ 103,591.70 | \$ 115,477.52 | \$ 123,920.16 | 8 | \$ 85,369.68 | \$ 91,674.52 | \$ 39,502.40 |
| MBS 9 | \$ 92,143.79 | \$ 99,434.77 | \$ 107,070.22 | \$ 115,477.52 | \$ 123,920.16 | 9 | \$ 88,335.59 | \$ 94,659.75 | \$ 100,925.40 |
| MBS 10 | \$ 95,184.54 | \$ 102,716.11 | \$ 110,541.56 | \$ 118,951.44 | \$ 128,039.84 | 10 | \$ 91,403.94 | \$ 97,874.87 | \$ 105,278.84 |
| MBS 11 | \$ 98,235.63 | \$ 106,105.75 | \$ 114,189.43 | \$ 122,676.48 | \$ 132,233.84 | 11 | \$ 94,459.63 | \$ 101,053.09 | \$ 108,751.84 |
| MBS 12 | \$ 101,286.75 | \$ 109,105.75 | \$ 116,139.43 | \$ 122,676.48 | \$ 132,233.84 | 12 | \$ 97,510.72 | \$ 104,053.09 | \$ 108,751.84 |
| MBS 13 | \$ 104,337.87 | \$ 112,105.75 | \$ 119,189.43 | \$ 122,676.48 | \$ 132,233.84 | 13 | \$ 100,561.80 | \$ 107,053.09 | \$ 108,751.84 |
| MBS 14 | \$ 107,388.99 | \$ 115,105.75 | \$ 122,239.43 | \$ 122,676.48 | \$ 132,233.84 | 14 | \$ 103,612.88 | \$ 110,053.09 | \$ 108,751.84 |
| MBS 15 | \$ 110,439.11 | \$ 118,105.75 | \$ 125,289.43 | \$ 122,676.48 | \$ 132,233.84 | 15 | \$ 106,663.96 | \$ 113,053.09 | \$ 108,751.84 |
| MBS 16 | \$ 113,489.23 | \$ 121,105.75 | \$ 128,339.43 | \$ 122,676.48 | \$ 132,233.84 | 16 | \$ 109,715.04 | \$ 116,053.09 | \$ 108,751.84 |
| MBS 17 | \$ 116,539.35 | \$ 124,105.75 | \$ 131,389.43 | \$ 122,676.48 | \$ 132,233.84 | 17 | \$ 112,766.12 | \$ 119,053.09 | \$ 108,751.84 |
| MBS 18 | \$ 119,589.47 | \$ 127,105.75 | \$ 134,439.43 | \$ 122,676.48 | \$ 132,233.84 | 18 | \$ 115,817.20 | \$ 122,053.09 | \$ 108,751.84 |
| MBS 19 | \$ 122,639.59 | \$ 130,105.75 | \$ 137,489.43 | \$ 122,676.48 | \$ 132,233.84 | 19 | \$ 118,868.28 | \$ 125,053.09 | \$ 108,751.84 |
| MBS 20 | \$ 125,689.71 | \$ 133,105.75 | \$ 140,539.43 | \$ 122,676.48 | \$ 132,233.84 | 20 | \$ 121,919.36 | \$ 128,053.09 | \$ 108,751.84 |
| <div> <div>% Merit Based Step</div> <div>Starting Salary</div> <div>Initial Hourly Rate</div> </div> | | | | | | | | | |
| | 3.3 | 3.3 | 3.3 | 3.3 | 3.3 | 3.3 | 3.3 | 3 | 3 |
| | \$68,785.00 | \$81,834.48 | \$93,977.52 | \$107,911.44 | \$123,920.16 | \$80,060.00 | \$71,438.64 | \$82,031.04 | \$96,840.40 |
| | \$31.50 | \$37.47 | \$43.03 | \$48.41 | \$56.74 | \$27.50 | \$32.71 | \$37.55 | \$44.34 |
| | \$2.00 | \$2.39 | \$2.80 | \$3.21 | \$3.62 | \$2.00 | \$2.41 | \$2.81 | \$3.22 |
| | \$3.00 | \$3.59 | \$4.19 | \$4.79 | \$5.39 | \$3.00 | \$3.60 | \$4.20</ | |

MBS 0 begins at the date of hire and ends after the completion of 1 Year of Service. Eligibility for advancement to any subsequent MBS occurs when an individual completes the Year of Service. Compensation for the Chief Deputy Sheriff will be set at 25% over the cap MBS for a LE Captain effective 1/1/2025. LE and Corrections salaries are based on 2,184 hours/year. Deputy Constable and ECO salaries are based on 2,080 hours/year work. For purposes of this Pay Plan, a Corrections Captain salary is set at the equivalent of an LE Captain. The Inspector positions with the Office of Professional Responsibility shall be, unless otherwise agreed, Inspector - LE Lt. and Deputy Inspector - LE Sgt. For more information on the implementation of this Pay Plan, refer to Article 8 of the current Collective Bargaining Agreement.

EXHIBIT A - FISCAL YEAR 2026 PAY PLAN (effective 10/1/25)

| | Law Enforcement-50 | | | |
|--------|--------------------|---------------|---------------|---------------|
| | LE Deputy | LE Det./Corp. | LE Sgt. | LE Capt. |
| MBS 0 | \$ 72,235.80 | \$ 85,926.20 | \$ 96,676.40 | \$ 113,307.01 |
| MBS 1 | \$ 74,619.58 | \$ 85,926.20 | \$ 96,676.40 | \$ 113,307.01 |
| MBS 2 | \$ 77,002.03 | \$ 85,926.20 | \$ 96,676.40 | \$ 113,307.01 |
| MBS 3 | \$ 79,625.73 | \$ 85,926.20 | \$ 96,676.40 | \$ 113,307.01 |
| MBS 4 | \$ 82,253.38 | \$ 88,761.76 | \$ 96,676.40 | \$ 113,307.01 |
| MBS 5 | \$ 84,967.75 | \$ 91,650.90 | \$ 98,676.40 | \$ 113,307.01 |
| MBS 6 | \$ 87,771.68 | \$ 94,716.70 | \$ 101,932.72 | \$ 113,307.01 |
| MBS 7 | \$ 90,668.15 | \$ 97,947.35 | \$ 105,296.50 | \$ 113,307.01 |
| MBS 8 | \$ 93,660.20 | \$ 101,071.15 | \$ 108,771.29 | \$ 113,307.01 |
| MBS 9 | \$ 96,750.98 | \$ 104,405.50 | \$ 112,360.74 | \$ 113,307.01 |
| MBS 10 | \$ 99,943.76 | \$ 107,851.91 | \$ 116,068.64 | \$ 113,307.01 |
| MBS 11 | \$ 103,241.91 | \$ 111,411.03 | \$ 119,898.91 | \$ 113,307.01 |
| MBS 12 | \$ 106,741.91 | \$ 115,111.03 | \$ 123,838.91 | \$ 113,307.01 |
| MBS 13 | \$ 110,341.91 | \$ 118,941.03 | \$ 127,888.91 | \$ 113,307.01 |
| MBS 14 | \$ 114,041.91 | \$ 122,881.03 | \$ 132,038.91 | \$ 113,307.01 |
| MBS 15 | \$ 117,841.91 | \$ 126,931.03 | \$ 136,288.91 | \$ 113,307.01 |
| MBS 16 | \$ 121,741.91 | \$ 131,081.03 | \$ 140,638.91 | \$ 113,307.01 |
| MBS 17 | \$ 125,741.91 | \$ 135,331.03 | \$ 145,088.91 | \$ 113,307.01 |
| MBS 18 | \$ 129,841.91 | \$ 139,681.03 | \$ 149,638.91 | \$ 113,307.01 |
| MBS 19 | \$ 134,041.91 | \$ 144,131.03 | \$ 154,288.91 | \$ 113,307.01 |
| MBS 20 | \$ 138,341.91 | \$ 148,681.03 | \$ 159,038.91 | \$ 113,307.01 |

% Merit Based Step
Starting Salary
Initial Hourly Rate
Final Hourly Rate

| | Corrections | | | |
|----|---------------|---------------|---------------|---------------|
| | Corr. Officer | Corr. Corp. | Corr. Sgt. | Corr. Lt. |
| 0 | \$ 63,663.60 | \$ 75,010.57 | \$ 86,131.59 | \$ 101,703.42 |
| 1 | \$ 65,764.50 | \$ 75,010.57 | \$ 86,131.59 | \$ 101,703.42 |
| 2 | \$ 67,934.73 | \$ 75,010.57 | \$ 86,131.59 | \$ 101,703.42 |
| 3 | \$ 70,176.57 | \$ 75,010.57 | \$ 86,131.59 | \$ 101,703.42 |
| 4 | \$ 72,492.40 | \$ 77,485.92 | \$ 86,131.59 | \$ 101,703.42 |
| 5 | \$ 74,884.65 | \$ 80,042.95 | \$ 86,131.59 | \$ 101,703.42 |
| 6 | \$ 77,355.84 | \$ 82,694.37 | \$ 88,974.97 | \$ 101,703.42 |
| 7 | \$ 79,908.59 | \$ 85,432.96 | \$ 91,911.14 | \$ 101,703.42 |
| 8 | \$ 82,545.57 | \$ 88,251.58 | \$ 94,944.21 | \$ 101,703.42 |
| 9 | \$ 85,269.57 | \$ 91,143.23 | \$ 98,077.37 | \$ 101,703.42 |
| 10 | \$ 88,083.47 | \$ 94,107.93 | \$ 101,313.92 | \$ 101,703.42 |
| 11 | \$ 90,990.22 | \$ 97,257.65 | \$ 104,657.28 | \$ 101,703.42 |
| 12 | \$ 93,990.22 | \$ 100,507.55 | \$ 108,107.55 | \$ 101,703.42 |
| 13 | \$ 96,990.22 | \$ 103,757.43 | \$ 111,557.43 | \$ 101,703.42 |
| 14 | \$ 99,990.22 | \$ 107,007.31 | \$ 115,007.31 | \$ 101,703.42 |
| 15 | \$ 102,990.22 | \$ 110,257.19 | \$ 118,457.19 | \$ 101,703.42 |
| 16 | \$ 105,990.22 | \$ 113,507.07 | \$ 121,907.07 | \$ 101,703.42 |
| 17 | \$ 108,990.22 | \$ 116,756.95 | \$ 125,356.95 | \$ 101,703.42 |
| 18 | \$ 111,990.22 | \$ 120,006.83 | \$ 128,806.83 | \$ 101,703.42 |
| 19 | \$ 114,990.22 | \$ 123,256.71 | \$ 132,256.71 | \$ 101,703.42 |
| 20 | \$ 117,990.22 | \$ 126,506.59 | \$ 135,706.59 | \$ 101,703.42 |

| | Constable | | LE Sgt. |
|----|----------------|---------------|--------------|
| | Dep. Constable | LE Corp. | |
| 0 | \$ 68,796.00 | \$ 81,834.38 | \$ 93,977.52 |
| 1 | \$ 71,065.27 | \$ 84,834.48 | \$ 93,977.52 |
| 2 | \$ 73,411.45 | \$ 87,834.48 | \$ 93,977.52 |
| 3 | \$ 75,834.03 | \$ 90,834.48 | \$ 93,977.52 |
| 4 | \$ 78,336.56 | \$ 93,834.02 | \$ 93,977.52 |
| 5 | \$ 80,921.66 | \$ 96,834.67 | \$ 93,977.52 |
| 6 | \$ 83,592.08 | \$ 99,834.39 | \$ 93,977.52 |
| 7 | \$ 86,350.63 | \$ 102,834.39 | \$ 93,977.52 |
| 8 | \$ 89,198.19 | \$ 105,834.39 | \$ 93,977.52 |
| 9 | \$ 92,134.79 | \$ 108,834.39 | \$ 93,977.52 |
| 10 | \$ 95,164.54 | \$ 111,834.39 | \$ 93,977.52 |
| 11 | \$ 98,285.63 | \$ 114,834.39 | \$ 93,977.52 |
| 12 | \$ 101,498.67 | \$ 117,834.39 | \$ 93,977.52 |
| 13 | \$ 104,804.67 | \$ 120,834.39 | \$ 93,977.52 |
| 14 | \$ 108,204.67 | \$ 123,834.39 | \$ 93,977.52 |
| 15 | \$ 111,698.67 | \$ 126,834.39 | \$ 93,977.52 |
| 16 | \$ 115,288.67 | \$ 129,834.39 | \$ 93,977.52 |
| 17 | \$ 118,974.67 | \$ 132,834.39 | \$ 93,977.52 |
| 18 | \$ 122,756.67 | \$ 135,834.39 | \$ 93,977.52 |
| 19 | \$ 126,634.67 | \$ 138,834.39 | \$ 93,977.52 |
| 20 | \$ 130,608.67 | \$ 141,834.39 | \$ 93,977.52 |

| | Emergency Communications | | EC Mgr |
|----|--------------------------|---------------|--------------|
| | ECO | Lead ECO | |
| 0 | \$ 61,152.00 | \$ 74,256.00 | \$ 87,360.00 |
| 1 | \$ 62,986.56 | \$ 74,256.00 | \$ 87,360.00 |
| 2 | \$ 64,876.16 | \$ 74,256.00 | \$ 87,360.00 |
| 3 | \$ 66,822.44 | \$ 74,256.00 | \$ 87,360.00 |
| 4 | \$ 68,827.11 | \$ 76,483.68 | \$ 87,360.00 |
| 5 | \$ 70,891.93 | \$ 78,778.19 | \$ 87,360.00 |
| 6 | \$ 73,018.69 | \$ 81,141.54 | \$ 87,360.00 |
| 7 | \$ 75,208.25 | \$ 83,575.78 | \$ 87,360.00 |
| 8 | \$ 77,465.53 | \$ 86,083.06 | \$ 87,360.00 |
| 9 | \$ 79,789.49 | \$ 88,665.35 | \$ 87,360.00 |
| 10 | \$ 82,183.17 | \$ 91,325.51 | \$ 87,360.00 |
| 11 | \$ 84,648.67 | \$ 94,065.28 | \$ 87,360.00 |
| 12 | \$ 87,183.17 | \$ 96,883.06 | \$ 87,360.00 |
| 13 | \$ 89,789.49 | \$ 99,788.19 | \$ 87,360.00 |
| 14 | \$ 92,465.53 | \$ 102,778.19 | \$ 87,360.00 |
| 15 | \$ 95,218.69 | \$ 105,855.78 | \$ 87,360.00 |
| 16 | \$ 98,048.67 | \$ 108,920.43 | \$ 87,360.00 |
| 17 | \$ 100,948.67 | \$ 112,074.43 | \$ 87,360.00 |
| 18 | \$ 103,918.67 | \$ 115,318.43 | \$ 87,360.00 |
| 19 | \$ 106,958.67 | \$ 118,652.43 | \$ 87,360.00 |
| 20 | \$ 110,068.67 | \$ 122,076.43 | \$ 87,360.00 |

Notes:
1 MBS 0 begins at the date of hire and ends after the completion of 1 Year of Service
2 Eligibility for advancement to any subsequent MBS occurs when an individual completes the Year of Service
3 Compensation for the Chief Deputy Sheriff will be set at 25% over the cap MBS for a LE Captain effective 1/1/2025
4 LE and Corrections salaries are based on 2,184 hours/year of work; Deputy Constable and ECO salaries are based on 2,080 hours/year of work
5 For purposes of this Pay Plan, a Corrections Captain salary is set at the equivalent of an LE Captain
6 The Inspector positions with the Office of Professional Responsibility shall be, unless otherwise agreed, Inspector - LE Lt. and Deputy Inspector - LE Sgt.
7 For more information on the implementation of this Pay Plan, refer to Article 8 of the current Collective Bargaining Agreement

EXHIBIT B
ROSTER OF MEMBERS OF BARGAINING UNIT

(See Next ____ Pages)

EXHIBIT B-1
OVERTIME COMPENSATORY PAY CHART

EXHIBIT B-1

| Career Track | Annual Hours | Work Period | Work Period Days | Hours per Pay Period | Compensatory Compensation Limits | Compensatory Compensation Pay Out |
|---------------------------|---------------------|--------------------|-------------------------|-----------------------------|-----------------------------------------|------------------------------------------|
| Sheriff Deputy | 2184 | 168 | 14 | 84 | 200 | 480 |
| Sheriff Corrections | 2184 | 168 | 14 | 84 | 200 | 480 |
| Deputy Constables | 2080 | 160 | 14 | 80 | 200 | 480 |
| Emergency Communications | 2080 | 160 | 7 | 40 | 60 | 240 |
| 911 Custodian | 2080 | 160 | 7 | 40 | 60 | 240 |
| TLETS Specialist | 2080 | 160 | 7 | 40 | 60 | 240 |
| Correction Specialists II | 2080 | 160 | 7 | 40 | 60 | 240 |

EXHIBIT C EMPLOYEES' BILL OF RIGHTS

A. Contacts

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

B. Telephone Interviews

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

C. Investigations and Polygraph Examinations

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

- a. Notice of allegation.

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

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

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

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

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

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

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

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

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

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

(2) they must initial the transcript for error.

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

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

D. Right to Counsel

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

E. Internal Investigation Warning

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

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

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

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

204.00 ACCIDENT REVIEW BOARD

204.1 DEFINITIONS

A. The Accident Review Board is responsible for reviewing all Sheriff's Office vehicle accidents or incidents for the purpose of determining all relevant facts relating to cause and a ruling of chargeable or non-chargeable.

1. A vehicle accident is defined as any collision between any two (2) or more vehicles, a vehicle and an object, or a vehicle and a pedestrian (excluding wild or domestic animals).
2. An incident is defined as any action other than a vehicle accident, resulting in damage to the Sheriff's vehicle, or any other property damaged by the Sheriff's vehicle. The supervisor having such damage reported shall complete necessary employee-involved accident forms and any necessary attachments concerning the damage and distribute as directed. All such incidents that are deemed necessary by the appropriate Bureau Captain or his designee, as outlined in this order shall be reviewed by the Accident Review Board with a ruling of chargeable or non-chargeable and preventable or non-preventable, decided by that board.

B. The Accident Review Board shall consist of one (1) sergeant, who will serve as the chair, facilitates meetings, one (1) sergeant, one (1) detective/corporal, two (2) deputies and the Inventory Specialist from the Support Services Bureau, who will perform the duties as the Accident Review Board Coordinator, Historian and Records Depository.

C. Members of the board shall be briefed by the accident review board Coordinator in the operational procedures of the board before being given the responsibility of reviewing accident/incident packets or serving as chair.

D. The chair shall be responsible for conducting the board meetings and ensuring that all aspects of the accident/incident cases are reviewed. It shall be the accident review board coordinator's responsibility to prepare documentation relating to findings of the board on each accident/incident reviewed. Such documentation shall contain the board's conclusions and recommendation as to the classification of the accident, and evidence and explanations to support these findings.

E. The Accident Review Board Inventory Specialist shall be responsible for maintaining a records system on all decisions and recommendations of the board as well as:

1. Ensure that board meetings are scheduled and all affected persons notified.
2. Inform affected employee when their accident will be reviewed and that, at their discretion, they may attend the hearing.
3. Ensure that all information relating to the accident is available to board members.
4. Attend all meetings as a non-voting member.
5. Serve as liaison for the Accident Review Chair and its members.

204.2 FUNCTIONS

- A. The Accident Review Board shall meet monthly, or as needed if there are no accidents to review during any given month, at a location, time, and date set by the accident review board Coordinator.
- B. The Accident Review Board shall classify all accidents and incidents investigated for classification purposes as follows:

- 1. Preventable - the employee is found to be in violation of a traffic law or Sheriff's Office regulation which is a contributory factor in the accident. Consideration will be given to whether the vehicle was being operated in such a way as to make reasonable allowances for prevailing road, weather, and traffic conditions, light variables, vehicle condition, driver condition, and the mistakes of others in an effort to avoid involvement in an accident. The Accident Review Board shall include the specific law violated by using the *Texas Transportation Code* and/or the Sheriff's Office regulations.
- 2. Non-Preventable - the employee is found not to be in violation of a traffic law and/or Sheriff's Office regulations.

- C. Damages to Vehicles:

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

- D. Accident Review Board findings:

- 1. In accidents in which an employee's conduct is such that the Sheriff's Office safety rules and regulations are jeopardized, removal from driving status as well as other appropriate corrective action may be considered for recommendation to the employee's supervisor.
Examples:

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

311.00 CRASH INVESTIGATION

311.7 CRASHES INVOLVING SHERIFF'S OFFICE VEHICLES

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

A. Damage to County Vehicles.

1. The Department of Public Safety shall be notified for any crash resulting in a fatality that involves a Sheriff's Office or county vehicle. The Department of Public Safety will be responsible for administration of all blood/breath tests in such cases. Employees may be subject to testing for administrative reasons.

2. Investigation of crashes involving Sheriff's vehicles must include photographs of the scene and damage to all vehicles and property involved. The supervisor will complete the Accident/Incident Report on all crashes resulting in damage to Sheriff's vehicles. A formal crash report will be required on all crashes resulting in damage to any one vehicle or stationary object, or there is injury or death to any person as a result of the crash.

Notification of Crashes

a. All crashes must be reported immediately by the deputy. The driver should inspect all suspected damage or where contact is made to ascertain whether or not any damage has been caused.

b. Crashes shall be reported as soon as possible to the dispatcher, supervisor, and the Vehicle Fleet Division, utilizing the proper form.

c. Crashes outside of the Hays County must be reported to the agency with jurisdiction for a formal crash report. If within Hays County and the agency with jurisdiction refuses, the on-duty supervisor will report to the scene and complete a formal crash report to be used for departmental purposes only. If the crash occurs in a jurisdiction where it is impractical for a supervisor to make the scene and the agency refuses, the supervisor will direct the deputy to exchange information and take photographs as necessary.

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

4. If the Sheriff's vehicle is rendered inoperable, the field supervisor will arrange for the removal and safekeeping of the Sheriff's vehicle, any weapons, and other portable emergency equipment.

5. If a peace officer or fire fighter is involved in a crash during an emergency response and while driving a law enforcement vehicle or fire department vehicle in pursuit of duties as a peace officer or fire fighter, the supervisor will request that the Department of Public Safety respond.

6. Any vehicle damage will be reviewed by the chain of command and the Accident Review Board.

311.8 COMPLETION AND DISTRIBUTION OF ACCIDENT/INJURY REPORT

A. It will be the responsibility of the investigating supervisor to obtain the information necessary for the completion of the Accident/Injury Report form.

B. The investigating field supervisor will submit the original to the Division Lieutenant for review and continuation through the chain of command. Copies will be placed in the unit vehicle file maintained by the Inventory Specialist. The original will be forwarded to the Chief Deputy for review.

C. The reporting supervisor or driver is responsible for delivery of the damaged vehicle to the shop.

311.9 LATE CRASH REPORT

It is the policy of the Hays County Sheriff's Office not to investigate crashes when both parties have left the scene of the crash and one party later calls requesting a crash report be made. Exceptions to this procedure are:

A. When either party leaves the scene to call the Sheriff's Office or pursues another party involved in the crash to get a description or license number and is returning to the scene to report the crash.

B. When either party leaves the scene to seek immediate medical attention.

C. Reasonable circumstances exist that caused either party to leave the scene and that party is going to return to the scene to report the crash.

D. Deputies who are requested to work a crash that does not fit the above criteria shall issue a *State Blue Form CR-2* to the reporting party with instructions that the form should be completed and mailed to the Texas Department of Public Safety in Austin, and offer reasonable assistance to the reporting party in completing the form.

311.10 INCIDENT (VEHICLE DAMAGE)

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

311.11 RESERVED

311.12 CRASH RE-INVESTIGATION

A. No re-investigation of a traffic crash may be conducted by a deputy unless specifically authorized by a supervisor.

B. Any supplement report to previously investigated traffic crashes must be approved by a supervisor electronically or by hand signature.

401.00 EMPLOYMENT PRACTICES

401.1 VACANCIES

A. All Personnel

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

B. Process

1. Applications

- a. The Human Resources Director shall forward all applications to the Office of Professional Responsibility (OPR) Deputy Inspector for preliminary background check. Applicants approved by the Deputy Inspector shall be forwarded back to the Human Resources Director for continued processing.

2. Testing (applicants must pass all tests to continue in the hiring process) a. Sworn-Personnel

- (1) Successfully take a written examination that will test general education and aptitude.
- (2) Prepare a written report.
- (3) Successfully pass a typing test.
- (4) Successfully complete a physical agility test.

b. Correction Personnel

- (1) Successfully take a written examination that will test general education and aptitude.
- (2) Successfully complete a physical agility test.

b. Civilian Personnel

- (1) Successfully take a written examination that will test general education and aptitude.
- (2) For Administrative positions, successfully pass a typing test.
- (3) Successfully pass any additional testing requirements.

d. ECO Personnel

- (1) Complete the CritiCall electronic test with a passing score.
- (2) Successfully pass a typing test.

3. Interview Board

- a. Interview boards shall normally consist of five rating members. Boards may consist of more or less members after consulting with the Human Resources Director.
- b. The Human Resources Director will schedule interviews with the applicants and notify the applicant and the board of the date, time, and place of the interviews.
- c. If any person currently assigned to the Bureau applies for an in-house vacancy position, the Human Resources Director shall ensure that the interview panel is neutral and composed of persons other than supervisors and co-workers of the applicant.
- d. The Human Resources Director, assisted by the affected Bureau Captain or their designee, shall formulate all interview questions.
- e. Interviewers will document the responses received from the applicant.
- f. During the interview, all applicants will be treated equally and will be asked the same questions. However, the interviewer may ask different questions as a follow-up to an answer provided by the applicant or a question related to their application. The interviewer will not ask any inappropriate questions such as those relating to age, marital status, etc., or make any references to race, gender, ethnicity, religion, health, pregnancy, etc.
- g. Applicants will be scored by the Interview Board. These scores will be considered with the testing results to rank the applicants.
- h. A list will then be formed from the qualified applicants and will remain in effect for a pre-determined time frame (usually one year from the date of the interview as set forth by the Sheriff or his designee).
- i. This will be accomplished to keep a running list of qualified applicants should positions become available during the time the list is in effect.
- j. Applicants on the list will be contacted in the order that they rank and will be offered a position subject to the completion of all hiring requirements.

4. Background Investigation

a. The background investigation will be conducted by a trained background investigator as expeditiously as possible. The reports will be turned into the OPR Deputy Inspector. Once reviewed by the OPR Deputy Inspector, the packet will be forwarded to HCSO Human Resources.

5. Job Offer

- a. Once the Human Resources Director has given their approval, an official job offer may be made to the applicant by the Human Resources Department who then begins the hiring process.

401.2 RESERVED

401.3 RESIGNATION PROCEDURE FOR EMPLOYEES

A. Notice of Resignation

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

1. In accordance to County policy, a two (2) week written notice is required from the resigning employee.
2. The letter of resignation (addressed to the Sheriff) must be signed and dated by the resigning employee and immediately provided to their supervisor. The supervisor will provide a copy of the letter and employee's timesheet to Human Resources. The letter must be signed off by each member of the employee's chain of command. The Sheriff or Chief Deputy shall indicate acknowledgement by signature, indicating both date and time and if the employee is re-hirable. The Sheriff or Chief Deputy will then provide the letter to Human Resources within forty eight (48) hours.
3. Exceptions to the above policies are granted when the employee is physically unable to come to the Sheriff's Office or geographically separated by an extreme distance. In these instances, the resigning employee shall be required to send notice of resignation via registered letter to the Sheriff. Electronic resignation may upon approval of the Sheriff be accepted.

B. Completion of Documents

1. Departing employees shall be required to contact Human Resources and obtain the forms that must be completed when separating their employment.
2. The Human Resources Director will provide the employee with the *Exit Interview for Voluntary Resignations* form to complete. The completed form should be returned to the Human Resources Director for review. The Human Resources Director may forward the form to the Chief Deputy for final review and disposition.

C. Return of Issued Equipment

1. All county-issued equipment must be returned no later than the last working day following the employee's resignation to the HCSO Inventory Specialist.

- a. Employees who fail to return any non-expendable equipment, or returns the equipment in such condition as to indicate misuse must provide reimbursement at the current replacement cost. Misuse shall be determined by the Inventory Specialist receiving the returned property.
- b. Lost, misplaced, or stolen articles declared at the time of resignation shall be cause for a report being made. Any employee making claims which they know are false shall be subject to legal action. The employee reporting the theft or loss shall be responsible for completing the necessary reports.
- c. Unless exception is granted by the Sheriff or his designee, all equipment must be returned no later than the last working day following the employee's resignation.

2. Exceptions to county equipment being returned shall be limited as follows:

- a. All retiring employees may elect to retain one (1) badge pursuant to General Order 503.03. However, retirees are specifically prohibited from using these items to indicate they are serving in an official capacity for the Hays County Sheriff's Office.

D. State Licensing Notifications

Payroll shall be responsible for submitting the necessary forms to the Texas Commission on Law Enforcement (TCOLE) within seven (7) days after a sworn member resigns or retires from the Sheriff's Office.

E. Completion of Final Personnel Form

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

401.3 REEMPLOYMENT OF PERSONNEL

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

A. When a former employee applies for a position, they must receive permission from the Chief Deputy. Once approval is received the former employee will go through the complete hiring process unless waived by the Sheriff.

B. The Sheriff may reappoint the former employee as a vacancy occurs in an entrylevel position. At the discretion of the Sheriff, the former employee may o r m a y n o t be required to complete an updated background investigation, drug screen, physical assessment, polygraph examination, and/or oral review board. The

conditions for the reappointment of a former employee, as considered appropriate, may be established by the Sheriff.

C. The Sheriff shall have sole discretion for the final reappointment of a former employee provided that the individual fulfills all requirements and standards required for employment as an employee.

D. When the former employee's license has been inactive for two (2) or more years, the former employee shall be required to update their TCOLE status, to include updating their training, psychiatric evaluation, and fit for duty physical by a physician before they can be considered for reemployment.

E. Reappointment shall be entry-level, at the discretion of the Sheriff in accordance with the General Orders, regardless of the rank of the former employee at the time of resignation. For promotion purposes, former employees may be rehired one time and retain the previous years of service.

F. County personnel regulations and state law shall apply in matters regarding retirement benefits.

410.00 DISCIPLINARY PROCEDURES

410.1 DISCIPLINARY PROCEDURES: SCOPE

A. All sheriffs' office employees shall be subject to disciplinary action for acts of misconduct. Reference G.O. 703.00 Professional Conduct.

B. **Misconduct** is defined as any act committed or omitted as required by General Orders or Standard Operating Procedures.

410.2 DISCIPLINARY ACTION

A. Disciplinary Actions include:

1. Written reprimand

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

2. Suspension without pay

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

- b. Recommendations for suspension without pay shall consist of a 24-hour period. All disciplinary suspension days shall be equal to a loss of pay for eight (8) hours.
 - 1. Personnel assigned to ten (10) or twelve (12) hour shifts may use personal leave time for the additional hours of a shift or may choose to work the additional hours during a different shift(s) within the same pay period.
- c. When a recommendation for suspension is forty (40) hours or less, the captain may approve the suspension.
- d. When a recommendation for suspension is over forty (40) hours, the chief deputy shall approve the suspension.

3. Demotion

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

4. Dismissal

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

410.03 MITIGATING/AGGRAVATING CIRCUMSTANCES

A. Defined

1. Mitigating Circumstances:

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

2. Aggravating Circumstances:

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

B. Scope

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

1. In cases where the final disciplinary recommendation is 40 hours or less, the bureau captain may determine whether mitigating or aggravating circumstances apply. Any cases exceeding forty (40) hours will be decided by the chief deputy or sheriff.

- a. This section encourages the employee's chain of command to make formal written recommendations to the captain or chief deputy.

- b. All recommendations must include supporting details as to why the mitigating/aggravating circumstances exist.

2. When misconduct results in major property damage, serious bodily injury or death, the chief deputy may determine the amount of disciplinary action regardless of the disciplinary matrix.

- a. In cases where the formal disciplinary recommendation is a written reprimand or less, a lieutenant may determine whether mitigating or aggravating circumstances apply, with all reprimands reviewed by the employee's captain prior to finalization.

C. Mitigation may be used if sufficient time passes between the occurrences of like allegation.

D. At the chief deputy's discretion, vacation hours may but are not usually forfeited in lieu of the number of hours. The chief deputy may include end of the year accruals and staffing concerns. The employee must waive all rights to appeal when accepting this disciplinary alternative.

E. The captain or chief deputy may select the "disciplinary option" and/or "training option" described for any of the sustained allegations and may compound a "disciplinary option" and/or "training option" if deemed appropriate.

F. Training Option/Deferred Discipline

1. An employee may be allowed the corresponding training option.

- a. The bureau captain has the discretion to allow the employee this option.

- b. In cases where the final disciplinary recommendation is written reprimand, a captain may make the determination to allow the employee this option, subject to review by the chief deputy.

2. Formalized disciplinary action after appeals have been exhausted by the employee will be entered into the employee's disciplinary record.

- a. If the employee fails to perform all requirements of the assigned training within the stipulated time period additional corrective/developmental measures may result up to and including termination.

- b. The documentation will remain in the employee's personnel file indefinitely unless removed by the sheriff.

2. The chief deputy may also direct the employee to attend the appropriate training option in addition to discipline.

G. In all cases of Class A and B Misdemeanors and Felony convictions, employees' licenses are subject to suspension by the Texas Commission on Law Enforcement (TCOLE).

1. Such suspension of a license shall be grounds for dismissal or possibly reassignment to a non licensed civilian position, as the employee could not perform their duties as a TCOLE licensed professional.

H. Generally, the chief deputy will consider a comprehensive review of the employee's work performance for the duration of their employment with HCSO in making a final disciplinary decision.

410.4 PERSONNEL COMPLAINT

- A. A personnel complaint is an allegation, received from any source, of misconduct by a sheriff's office employee.

1. Minor incidents which will not reflect discredit upon the sheriff's office, but which indicate a need for some form of corrective action and/or training, may be dealt with by the involved employee's immediate supervisor with the review and concurrence of the involved employee's bureau captain.

- a. These incidents should be documented on the employee's E-tracking/SharePoint file for monitoring and possible follow up.

2. A personnel complaint form may not be completed when complaints are solely against sheriff's office policies or procedures if no misconduct is indicated, and the incident cannot be explained to the complaining person's satisfaction, that person shall be referred to the organizational entity having administrative control over the subject matter.

B. All personnel complaints shall be accepted by any sheriff's office supervisor receiving the complaint if the employee's immediate supervisor is not available and a personnel complaint form will be completed without unnecessary delay; usually the same work day but no later than the following day regardless if it is a holiday or weekend, whenever:

1. The complaint is of misconduct of a nature which, if true, would normally result in a form of disciplinary action outlined in General Orders.

2. The complaint is received from a source outside the sheriff's office or the alleged violation involves an incident of serious nature.

C. Whenever an employee who is not a supervisor becomes aware, either through personal observation or other means, of possible misconduct they shall, if applicable, take corrective action to preclude continuation or escalation of the incident and shall immediately notify a supervisor.

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

1. Names, identification numbers and assignments of all involved employees, including employees who are witnesses.
2. Names, addresses and telephone numbers of the complaining persons and any known witnesses to the incident who are not sheriff's office employees. Times, locations, business and residential telephone numbers, email addresses and other modes of contact, where these individuals may be contacted shall be indicated.
3. A statement from the complaining person obtained by an interview of that person by the reporting supervisor. Written and/or body camera or similar recording device should be employed when available.
4. Comprehensive and scale photographs of actual or claimed injuries to the complaining person. Photographs shall be taken in all cases involving allegations of excessive force.
5. Any available information regarding medical treatment obtained by the complaining person as a result of the incident.
6. The disposition of any evidence obtained.

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

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

- a. Names, identification numbers and assignments of all involved employees, including employees who are witnesses. No personal information of any employee will be disclosed; this will include any photographs or communications to any media source.
- b. Name, address and telephone numbers of the reporting person (Non-employee), times, locations, and business and residential telephone numbers where this individual may be contacted shall be indicated.
- c. Name, address, email address and telephone numbers of the person or persons the alleged misconduct is against, if different from that of the complaining person. Times, locations and business and residential telephone numbers where this individual may be contacted shall be indicated.
- d. Narrative detailing the reporting party's allegation.
- e. Signature of the interviewing supervisor.
- f. When applicable, a *Citizen Report Form* (statement) shall be completed, notarized and signed by the complaining party.

1. A *Citizen Report Form* shall be provided to a complainant in person and/or via email by the supervisor receiving the initial information. The email will include a copy of the form and shall include a "bcc" to the supervisor's immediate chain of command, the Office of Professional Responsibility (OPR) and the sender for tracking purposes.

g. Signature of the reporting party.

1. If the reporting party refuses to sign the form or cannot sign the form for a compelling reason, such as incapacity or the person lives a considerable distance outside the county, the interviewing supervisor shall include the reason for not obtaining the signature in the narrative portion of the form. In instances where a valid reason exists for not obtaining the reporting party's signature, for the purposes of the Texas Government Code, Chapter 614.022 and 614.023; the signature of the interviewing sergeant/employee in the "reporting party" block will be considered a valid substitute for the signature of the reporting party.

2. If the supervisor becomes aware of the misconduct through personal observation or the misconduct is of a nature whereby the complaining party is the administrative entity of the sheriff's Office, the reporting supervisor shall sign the Personnel Complaint form as the "Reporting Party".

h. Information on witnesses who are not sheriff's office employees and investigative results, other than the reporting party's statement, shall not be included in the personnel complaint form. Such information shall be documented in a separate memorandum and directed to the employee's chain of command.

2. The reporting supervisor shall forward the completed personnel complaint form in the following manner:

a. The original shall be sent to the OPR.

b. A copy shall be sent to the involved employee's bureau lieutenant and captain through the chain of command.

c. The employee will be served the *Personnel Complaint* form / Notice of Allegations as dictated by G.O. 419.01(C) Employees' Bill of Rights

F. The OPR shall ensure the assignment of a permanent investigation number to a received personnel complaint form and shall provide the number to the involved employee's chain of command.

G. Complaints from intoxicated persons will not be taken. The complainant may return the next day.

H. When a personnel complaint is received from a third-party source, a complaint form may be prepared, processed, signed and the reporting party will complete a *Citizen Report Form*.

1. OPR will consult with the chief deputy or designee to determine whether or not an OPR investigation will be conducted and depending on the outcome of such investigation where and how the investigation will be reflected, i.e. employee's personnel file, OPR file or filed as miscellaneous.

- I. A personnel complaint form shall not be completed on personnel complaints received from anonymous sources; however, when information is received by a supervisor which originated from an anonymous source, the supervisor shall complete an Inter-Office Memorandum detailing the information received and forward it to the OPR.

1. If the information received is of a nature that would jeopardize the integrity of an investigation by being reduced to writing, it shall be handled in accordance with General Orders.

2. If the information received describes misconduct of a nature which, if true, would normally result in a form of disciplinary action outlined in General Orders, a preliminary investigation will be conducted.

3. When warranted, the allegation of misconduct shall be reported on a Personnel Complaint form. If the identity of the anonymous reporting party cannot be determined or the reporting party, if identified, refuses to sign the personnel complaint form, for the purposes of the Texas Government Code, Chapter 614.022 and 614.023, the signature of the investigating supervisor in the "reporting party" block will be considered a valid substitute for the signature of the reporting party.

410.5 DISCIPLINARY PROCEDURES: SENSITIVE INVESTIGATION

- A. When a personnel complaint or incident is of a nature that the integrity of the investigation may be compromised or jeopardized by reducing the incident to writing, the reporting supervisor shall immediately report the incident to their bureau captain, who will report the incident to the OPR as soon as possible. This is usually done through telephone, email or both within two working days.

- B. If the reporting supervisor has reason to believe the integrity of the investigation may be compromised by passage through normal channels, the supervisor shall personally report the incident directly to the OPR.

- C. When immediate action is required or the seriousness of the incident is such that it may subject the sheriff's office to severe criticism or liability, the reporting supervisor shall provide immediate notification to the involved employee's bureau captain or the duty captain should the bureau captain be unavailable. It should also be reported immediately to the OPR.

1. In incidents of this magnitude, the bureau captain may temporarily relieve the involved employee from duty, with pay, and shall, when applicable, take custody of the employee's badge, identification card, any department-issued duty weapon, vehicle, and equipment to include access cards and/or door keys. The investigating captain may also reassign an employee to another bureau, with limited duties, until such time as they have an opportunity to discuss the merits of the case with that bureau captain, the chief deputy and in their absence the sheriff.

410.6 DISCIPLINARY PROCEDURES: COMMAND RESPONSIBILITIES

A. Supervisors who become aware of alleged misconduct shall:

1. Ensure that a Personnel Complaint form is prepared without unnecessary delay and signed by the interviewing supervisor and the reporting party.
2. Ensure that an appropriate preliminary investigation has been completed.
3. Ensure that all complaint forms, copies, and related reports are forwarded to the appropriate personnel as described in General Orders and that all notifications required are completed.

B. Division lieutenants have the primary responsibility for investigating personnel complaints made against employees of their commands. A bureau lieutenant who becomes cognizant of any allegation of misconduct shall monitor all resulting activities and shall ensure that personnel under their command have fulfilled their responsibilities provided in this order.

C. The bureau captain will consult with the chief deputy and request that an OPR investigation be initiated. The chief deputy will determine whether or not an investigation is warranted.

410.7 DISCIPLINARY PROCEDURES: OPR RESPONSIBILITIES

A. The OPR shall act in a staff advisory capacity when necessary after consultation with the chief deputy or sheriff. The OPR inspector may assume responsibility for the investigation of any personnel complaint when, in the opinion of the Inspector, it is advisable to do so.

B. The OPR shall assume responsibility for a personnel complaint when:

1. It has been alleged an employee has committed any felony, class A or B misdemeanor.
2. The allegation of misconduct is against employees of more than one division involving different commands.
3. The investigation involves an allegation of unreasonable force, racial profiling or alleged acts of moral turpitude.

C. The OPR has the authority to obtain the advice and assistance of any sheriff's office entity.

410.8 ARRESTED SHERIFF'S OFFICE EMPLOYEE

A. If an employee of the sheriff's office is detained, interviewed, arrested or a witness of any criminal offense within Hays County, they shall immediately notify their supervisor.

B. A supervisor who has been notified that an employee of the sheriff's office has been arrested or detained in Hays County shall immediately proceed to the scene, if circumstances allow and shall ensure that the entire sheriff's office chain of command is immediately notified.

C. The Office of Professional Responsibility or the appropriate specialized investigative units shall conduct an investigation whenever an employee is arrested for or believed to be a principal suspect in a felony, class A or B misdemeanor offense. The Office of Professional Responsibility has the discretion to assume responsibility for investigations related to class C misdemeanor violations.

D. The OPR may conduct a parallel investigation but will not have any part or role in the criminal investigation.

E. When any employee of the sheriff's office is detained, interviewed or becomes aware that they are believed to be the principal suspect, victim or witness in a criminal offense, other than minor traffic violations (class C traffic, does not include such investigations such as Disorderly Conduct, Public Intoxication, etc.) committed inside or outside of Hays County, the employee shall as soon as possible notify the on-duty supervisor.

F. When any employee of the sheriff's office becomes aware that another employee has been detained, interviewed or becomes aware that the employee is believed to be the principal suspect, victim or witness in a criminal offense, other than minor traffic violations committed inside or outside the county, the employee shall immediately notify an on-duty supervisor by telephone and followed up with an email as soon as practical.

G. Any supervisor who is notified a sheriff's office employee has been detained, interviewed or becomes aware that they are believed to be the principal suspect, victim or witness in a criminal offense regarding other than minor class C traffic violations, shall ensure that immediate notification is made to their chain of command, the OPR and the employee's lieutenant and bureau captain.

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

1. A supervisor from the involved employee's division of assignment shall respond on alleged violations if the violation is of a magnitude to require immediate investigation.

2. The responding supervisor shall advise concerned members of the outside agency that the preliminary investigation is for internal administrative purposes only and that any evidence obtained by the responding supervisor solely as a result of interviewing the involved employee shall not be disclosed to the agency conducting the criminal investigation. Responding supervisors shall exercise extreme care not to interfere with the investigation of the outside agency.

410.9 DISPOSITION OF ADMINISTRATIVE INVESTIGATIONS

A. Administrative investigations which may result in disciplinary action, whether conducted by the OPR or the involved employee's bureau of assignment, shall be completed within thirty-one (31) calendar days from the date the complaint is received or initiated. Because of the complicated nature of some investigations, the investigation deadline may be waived by the captain, chief deputy or sheriff.

B. The review by the chain of command, including letters of transmittal, shall be completed within thirty-one (31) calendar days of the date the investigation is completed or the date the investigative report is received from the OPR. The chief deputy may grant an extension.

C. A completed investigation shall be submitted to the involved employee's bureau captain by the supervisor of same, and shall include a summary of facts prepared by the supervisor with an appropriate conclusion, classifying each specific act of misconduct into one of the following categories:

1. Unfounded: The investigation reveals sufficient evidence to believe the act did not occur.
2. Exonerated: The investigation reveals the act occurred but was legal, proper, and justified.
3. Not-Sustained: The investigation discloses insufficient evidence to believe the act either did or did not occur.
4. Sustained: The investigation discloses sufficient evidence to conclude the act occurred.

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

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

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

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

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

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

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

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

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

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

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

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

DISCIPLINARY GUIDELINES

| | Evaluation Information | Corporal | Sergeant | Lieutenant | Captain | Chief deputy | Personnel File |
|-----------------------------------|------------------------|----------------|----------------|----------------|----------------|--------------|----------------|
| E-Track/Sharepoint | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Oral Commendation/Counseling | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Letter of Understanding/LOU (CDM) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Development Action Plan/DAP (CDM) | ✓ | Recommend Only | ✓ | ✓ | ✓ | ✓ | ✓ |
| Written Reprimand (D) | ✓ | Recommend Only | Recommend Only | ✓ | ✓ | ✓ | ✓ |
| Suspension ≤ 40 hours (D) | ✓ | | Recommend Only | Recommend Only | ✓ | ✓ | ✓ |
| Suspension > 40 hours (D) | ✓ | | Recommend Only | Recommend Only | Recommend Only | ✓ | ✓ |
| Demotion (D) | ✓ | | Recommend Only | Recommend Only | Recommend Only | ✓ | ✓ |
| Dismissal (D) | | | Recommend Only | Recommend Only | Recommend Only | ✓ | ✓ |

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

411.00 DISCIPLINARY APPEALS

411.01 PROCEDURE

A. The employee may file an appeal with the Sheriff within ten (10) days of a recommendation of discipline that are greater than a letter of reprimand. Reprimands and lesser disciplinary action are reviewed by the Chief Deputy and his/her decision is final. An appeal not brought within the time limit prescribed shall not be considered timely and shall not be appealable unless that time limitation is waived by the Sheriff.

1. The employee may be represented by any active employee of the Sheriff's Office or representative legal counsel of their choice.

B. It shall be the responsibility of the Chief Deputy to ensure that all documents, records, or any other papers that form the basis for supervisory decisions in a disciplinary recommendation, are supplied to the Sheriff within five (5) days of the appeal.

C. After receipt of the disciplinary packet, the Sheriff shall review the matter and a determination shall be made as to the action to be taken in regard to the matter addressed in the appeal. The Sheriff shall respond in writing to the employee within ten (10) days after the scheduled meeting with the employee.

D. Upon receipt by the Sheriff of an appeal, any dispensing of discipline shall be postponed pending the resolution of the appeal.

412.00 RESTRICTED DUTY / ADMINISTRATIVE LEAVE

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

412.1 RANGE OF RESTRICTED DUTY

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

412.2 PLACEMENT OF AN EMPLOYEE ON RESTRICTED DUTY STATUS

A. Employees will be placed on restricted duty when their actions or use of force in an official capacity result in death or serious bodily injury to another person.

B. Employees may be placed on restricted duty at the discretion of the Sheriff or Chief Deputy.

412.3 DUTY RESTRICTIONS

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

412.4 PLACEMENT PROCEDURES

- A. Any Lieutenant or Sergeant in employee's chain-of-command may place an employee on restricted duty status using the following steps:
1. The employee will be issued a written direct order immediately placing them on restricted duty and listing all restrictions being placed upon the employee.
 2. The employee will acknowledge the order by signing their name.
 3. If required to do so, the employee will turn in to their supervisor any Sheriff's Office issued equipment such as, but not limited to, their badge, HCSO identification, and any Sheriff's Office-issued firearms, keys or access card.
 4. The employee will receive a receipt for all property turned in.
 5. The property will be retained by the employee's supervisor or may be stored at the Sheriff's Office as directed by the Bureau Captain, OPR or Chief Deputy.
- B. When practical, these procedures will take place in private, with usually only the employee, the employee's supervisor(s), and, if requested, OPR, present.

C. Employees should be assigned to regular daytime hours to maintain accessibility for the investigator.

D. Upon request, Bureau Captain or OPR will assist supervisors with paper work placing employees on restricted duty.

E. The restricted duty status and appropriate paperwork will become part of the OPR investigative file.

F. The Chief Deputy will be notified of the placement as soon as practical.

G. During suspensions the employee's Bureau Captain may request the employee's HCSO computer access be suspended.

412.5 RETURN TO FULL-DUTY STATUS

A. An employee may be returned to full-duty status only upon:

1. The conclusion of the investigation, or suspension.
2. By order of a court.
3. By order of the Sheriff or Chief Deputy.
4. Employees, when reinstated to full-duty status, will be given written documentation to reflect the change in status which will be made part of the OPR investigative file. The employee will acknowledge the documentation with their signature and will be given a copy of the signed form.

B. The employee's supervisor will ensure any HCSO equipment and property is returned when the employee is reinstated to full-duty status. The supervisor will request the employee's access to HCSO computer systems be reinstated if it was restricted.

EXHIBIT E
CONSTABLES' PERTINENT EXISTING POLICIES
AS OF THE EFFECTIVE DATE

EXHIBIT E

I. POLICY

It is the Constable's policy to impose any necessary disciplinary action fairly and impartially and to offer adequate appeal procedures to ensure that the rights of employees are protected.

Discipline is the process of taking specific actions that will help train, develop, or modify the inappropriate actions of an employee, preferably through positive rather than negative measures.

Discipline in the Constable's Offices takes two approaches:

- (1) rewarding employees for excellence and positive actions; and
- (2) training, counseling, and in some cases penalizing for inappropriate actions or behavior.

II. PURPOSE

The purpose of this policy is to establish procedures concerning formal and informal disciplinary practices within the Constable's Offices.

III. DEFINITIONS

A. Days: The term "days," as used herein, means "workdays"; however, if the last day of any time period involved is a Saturday, Sunday, or holiday, the time period shall be extended to the next day.

B. Moral turpitude: An intentional act or behavior displayed in words or actions that violates public morals or the common sense of the community involving but not limited to intent to defraud, intentional dishonesty for personal gain, lying, perjury, subornation of perjury, cheating, or bribery.

C. Relief from duty: An administrative action by a superior whereby a subordinate is temporarily relieved from performing his or her duties.

D. Discipline: The taking of specific actions intended to help train, develop, modify, or punish the actions of an employee. Discipline may be positive (awards and training) or negative (punishment).

IV. PROCEDURES

A. Positive Reinforcement

- 1. Positive discipline seeks voluntary compliance with established policies, procedures, and orders. Methods of positive discipline include:
 - a. Recognition of excellent job performance through rewards or awards;

- b. When people outside the department compliment an employee's performance, the person who receives the information shall make a record of the comments and pass them to the employee's supervisor. Copies of the person's statement and the Constables' response shall be sent to the Deputy involved. A copy of all correspondence shall be placed in the employee's personnel file;
 - c. Truly exceptional acts shall be clearly and promptly identified to the Constable. These acts may be the basis for special awards or recognition by community groups or media coverage.
2. Discussion and counseling;
3. Training.

B. Consistency in discipline

1. The Constables Office abides by the philosophy that discipline must be applied consistently and uniformly.
2. The department provides employees with descriptions of prohibited behavior, included in but not limited to, the Rules and Regulations, Policies and Procedures, General Orders and the Hays County Employee Personnel Policy Manual. Employees are expected to have a reasonable perception of what constitutes proper behavior, based on training and experience.

C. Relief from duty

1. An employee may be relieved from duty and placed on Administrative Leave whenever a supervisor questions an employee's physical or psychological fitness for duty and/or the employee's behavior, actions or policy violations warrant a temporary removal from the workplace. The Constable will issue a memorandum to the employee placing them on Administrative Leave pending the outcome of an internal investigation. During Administrative Leave, the employee will continue to receive their pay and benefits but will be restricted/prohibited from engaging in law enforcement duties, working law enforcement-related secondary employment or any other requirements stated by the Constable in the Administrative Leave memorandum.
2. The sergeant has the authority to relieve an employee from duty but must immediately report this action to the Constable accompanied by a written report setting forth details and circumstances.
3. If the necessity to relieve from duty is not immediate, the behavior or actions of the employee shall be deemed a matter for internal investigation. During an internal investigation, only the Constable may place an employee on Administrative Leave. Only the Constable may suspend a Deputy without pay.
4. A Deputy who refuses to obey a direct order in conformance with the department's orders may be relieved from duty by a supervisor, who may recommend suspension to the Constable.

D. Penalties: Documented oral reprimand, counseling, and/or training.

1. Oral reprimands resulting from improper actions, while informal, require documentation with an employee's acknowledgment of such record. The following steps shall be observed:
 - a. At the time of an oral reprimand, the employee receiving it shall be counseled as to correct behavior and further advised that a written record shall be maintained concerning the reprimand/counseling and that the employee may read the record.
 - b. The employee shall be further advised that he or she has the right to file a statement in his or her personnel file setting forth his or her position, in case of disagreement.
2. The reprimanding supervisor shall prepare a memorandum for the personnel record that contains the following information:
 - a. Employee's name
 - b. Date of reprimand/counseling
 - c. Summary of reasons for reprimand/counseling
 - d. Summary of employee's response
 - e. Suggestions for improvement or specific actions suggested
 - f. Name and signature of counselor
 - g. The following statement must appear:

"I acknowledge that I have today received counseling and I have been advised of the following rights: (1) that a written record of reprimand/counseling shall be maintained; (2) that the employee has a right to review the record and respond in writing; (3) that the form shall become part of the personnel file; and (4) that the employee is required to acknowledge the reprimand/counseling by signing the record."
 - h. The employee shall sign and date the form on which the statement appears.
3. No oral reprimand shall be considered final without the approval of the Constable.
4. Oral reprimand/counseling may require remedial training to rectify improper behavior. Remedial training may include attendance at academy classes, in-service, or other training specially created to help the employee correct or modify his or her behavior. Remedial training is reasonably offered until the employee can demonstrate proficiency in the correct behavior. All training shall be documented.
5. Accumulation of three (3) oral reprimands in a twelve (12) month period may result in a written reprimand or suspension.
6. Supervisors are expected to counsel employees regularly without waiting on instances of poor performance. Any counseling initiated whether informal, positive, supportive, or for disciplinary reasons may be documented on the employee's annual performance evaluations.

7. Supervisors are responsible for counseling employees concerning job-related matters within their capabilities. Since many things can affect the job and an employee's performance, job-related counseling may involve family and other individual, personal subjects. Counseling may include the identification of unacceptable behaviors or actions and the desired or acceptable corrected performance expectations.
 8. Oral reprimands are not subject to Article 19 of the Collective Bargaining Agreement.
- E. Written reprimand. A written reprimand becomes a permanent part of the officer's file.
1. A written reprimand:
 - a. Shall include all of the above listed measures regarding an oral reprimand and in addition:
 - i. cautions an employee about poor behavior;
 - ii. sets forth the corrected or modified behavior mandated by the department;
 - iii. specifies the penalty in case of recurrent poor behavior.
 2. No written reprimand shall be considered final without the approval of the Constable.
 3. Written reprimands are not subject to Article 19 of the Collective Bargaining Agreement.
- F. Demotion or suspension without pay
1. Only the Constable may demote or suspend an employee without pay, or take other measures normally considered equivalent, such as the forfeiture of vacation or compensatory time.
 2. Suspensions without pay will normally be from a period of one (1) to ten (10) days.
 3. If an employee becomes a candidate for suspension a second time within one year after the first suspension, the employee may be terminated.
 4. Suspensions resulting from the arrest or criminal investigation of an employee may result in termination.
 - a. Should an employee be arrested or identified as a suspect in any felony or misdemeanor offense he/she shall immediately be placed on administrative leave or a restricted duty assignment pending the outcome of an internal investigation. At the conclusion of the internal investigation, the Constable may **take** appropriate disciplinary action based on the results of the internal investigation, up to and including termination.
 - b. An employee who is acquitted of criminal charges may still be disciplined at the discretion of the Constable or reinstated with full or partial back pay.

5. Any employee suspended for a period of five (5) days or longer shall return all department-owned property upon order of the Constable. During any period of suspension, the Deputy shall return to department custody his or her badge, identification card, and issued firearm(s) upon order of the Constable.
6. During a suspension, the employee shall not undertake any official law enforcement duties.
7. Demotion shall be to the next lowest rank.
8. Within three (3) days of receipt of the statement of suspension without pay of five (5) days or less, the employee may forfeit vacation time equal to the length of the suspension, to serve the suspension with no break in service for purposes of seniority or promotion. The forfeited vacation time will not constitute hours worked. In the event an employee has received a disciplinary suspension within the preceding twenty-four (24) month period, the employee is not eligible for this option. The employee must agree that there is neither right to appeal the suspension nor right of review before any administrative body or judicial body if this method of suspension is chosen and the employee must sign a waiver of appeal and agree to the suspension. Only the Constable can approve the use of vacation time in lieu of a suspension without pay.
9. Aside from Section 8 above, an employee may appeal a suspension without pay in accordance with Article 19 of the Collective Bargaining Agreement.

G. Termination

1. Employees may be disciplined, up to termination, for reasons including but not limited to:
 - a. Misconduct;
 - b. Poor performance;
 - c. Attendance issues;
 - d. Violation of Rules and Regulations, Policies and Procedures, or General Orders;
 - e. Operational requirements;
 - f. Incapacity;
 - g. Incompetence;
 - h. Insubordination;
 - i. Theft;
 - j. Sexual harassment or other discriminatory behaviors;
 - k. Physical violence or threats against other employees; and
 - l. Behavior that creates a hostile or challenging work environment.
2. A complete record of the circumstances of the misbehavior shall be made by all persons having knowledge of the misbehavior.
3. Only the Constable may terminate an employee.
4. An employee may appeal a termination in accordance with Article 19 of the Collective Bargaining Agreement.

H. Reporting arrests and citations

Any employee who becomes aware of, or notified by a law enforcement agency, that they are being investigated, or is arrested for, charged with, or convicted of any crime, or required to appear as a defendant in any criminal or civil proceedings shall immediately inform the Constable verbally and in writing. Employees are not required to report nonmoving traffic citations or parking tickets. Employees shall report any hazardous or moving traffic citations issued to them. Failure to notify the Constable of the foregoing shall be cause for disciplinary action up to and including termination.

V. PROGRESSIVE DISCIPLINE

- A. The department generally follows the principles of progressive discipline except for situations including but not limited to:
 - 1. gross breaches of discipline;
 - 2. situations involving moral turpitude;
 - 3. serious violations of law; and
 - 4. serious conduct violations.
- B. Probationary employees have no right to appeal. In the case of a dismissed probationary employee, the official record shall merely indicate that the person was dismissed during probationary employment.

VI. ADMINISTRATION OF SUSPENSIONS, DEMOTIONS, OR DISMISSALS

- A. After an appropriate investigation, should the allegation be sustained and the determination be made by the Constable that discipline will be imposed, the Constable may request a review of the investigation by the Deputy's chain of command to obtain their recommendations for disciplinary action.
- B. Upon receipt of the recommendations, if the Constable believes the discipline should be greater than a written reprimand, the Constable shall request that the Deputy read the written investigation summary and initial each page. The review will take place in the presence of the investigating supervisor or other staff member. The employee will be allowed to add a written statement to the investigative package stating any arguments with the evidence or investigation process. This statement will be prepared and added to the investigation summary.
- C. The Constable will meet with the employee and allow the employee to make any statement regarding the evidence or investigation, and review any written statement provided by the employee. The Constable will then have the employee report back at a time and place determined by the Constable.
- D. The Constable will again review the investigation, considering the employee's input, and may then decide on the discipline or send the investigation back for further investigation.

- E. The Constable will meet with the employee to inform him or her of his/her decision. The Constable will present the employee with a letter outlining:
1. the discipline;
 2. the effective date(s) of the discipline;
 3. the reason for the discipline; and
 4. the employee's appeal rights.
- F. Copies of all investigation reports that indicate disciplinary action and all other disciplinary paperwork will be filed in the employee's personnel file. A copy of the investigation report will be maintained in the internal investigation files.

EXHIBIT F
CONSTABLE ELIGIBILITY FOR PROMOTIONS

EXHIBIT F

ELIGIBILITY FOR PROMOTIONS IN THE CONSTABLES' OFFICES

Provided the Hays County Commissioners Court adopts a formal ranking structure for the Hays County Constable Offices, and funds such ranking structure, the following promotional criteria shall apply to all Hays County Constable Offices. To be eligible for promotion in the Deputy Constable career track, the following grade classifications are adopted for use in Precinct Constables' Offices. Each Precinct Constable may or may not seek to fill each position listed below. Each Precinct Constable determines needs, and if budgeted by the Commissioners Court, the appropriate position grades are available for promotion in accordance with these rules and specific to the budget of the Precinct Constable.

(a) Deputy Constable Corporal (Certified Peace Officer) (Internal Applicant):

1. Must be actively licensed by the Texas Commission on Law Enforcement (TCOLE) as a Peace Officer.
2. Must hold a Basic Peace Officer Proficiency Certification, or higher certification.
3. Must have a minimum of three (3) years of full-time law enforcement experience.
4. Must have a minimum of twelve (12) months continuous, full-time employment with the Precinct Constable employing the Deputy Constable and for which the Constable's Corporal position is available.
5. Must be presently serving in the rank of Deputy Constable for the Precinct Constable they were appointed by.

(b) Deputy Constable Corporal (Certified Peace Officer) (External Applicant):

1. Must be actively licensed by the Texas Commission on Law Enforcement (TCOLE) as a Peace Officer.
2. Must hold a Basic Peace Officer Proficiency Certification, or higher certification.
3. Must have a minimum of three (3) years of full-time law enforcement experience.

(c) Deputy Constable Sergeant (Certified Peace Officer) (Internal Applicant):

1. Must be actively licensed by the Texas Commission on Law Enforcement (TCOLE) as a Peace Officer.
2. Must hold an Intermediate Peace Officer Proficiency Certification, or higher certification.
3. Must have a minimum of four (4) years of full-time law enforcement experience.
4. Must have a minimum of twenty-four (24) months continuous, full-time employment with the Precinct Constable employing the Deputy Constable and for which the Constable's Sergeant position is available.

(d) Deputy Constable Sergeant (Certified Peace Officer) (External Applicant):

1. Must be actively licensed by the Texas Commission on Law Enforcement (TCOLE) as a Peace Officer.
2. Must hold an Intermediate Peace Officer Proficiency Certification, or higher certification.
3. Must have a minimum of four (4) years of full-time law enforcement experience.

*****It shall be noted that as of the date this promotional structure takes effect, there were no positions of this rank. Therefore, upon the initial approval of the position by the Commissioners Court, the service time serving as Deputy Constable Corporal does not apply. After initial appointment, the service time requirement shall be instated.***

PROCEDURES FOR PROMOTION:

(a) Vacancies

- I. When a position of Corporal or Sergeant becomes available, the Precinct Constable shall post notice of such vacancy in the Precinct Constable's office space. This notice shall be posted for no less than ten (10) days.
2. All deputies that are eligible for the position shall submit their application to the Precinct Constable, if interested in the position.
3. The Precinct Constable shall review the applications and determine that the applicants meet all the above eligibility requirements. Any and all applicants meeting the above eligibility requirements shall move onto the oral examination phase.
4. Should there not exist a candidate meeting the qualifications required for promotion from within the office after the oral examination phase, the Precinct Constable may instruct the Hays County Human Resources Department to post the position outside of the office.
5. Applicants that are eligible for the position shall submit their application to the Hays County Human Resources Department.
6. The Precinct Constable shall review the applications and determine that the applicants meet all the above eligibility requirements. Any and all applicants meeting the above eligibility requirements shall move onto the oral examination phase.

(b) Oral Interview

1. The Constable or his/her designee shall schedule interviews with all qualified applicants.
2. The Constable shall choose a panel of five (5) individuals who will participate in the interview from one of the following options:
 - a. All five (5) Constables;
 - b. Three Constables including the Constable who is requesting the promotion and two members of his/her office or other Hays County Constable's offices chosen by the Constable; or
 - c. Two Constables including the Constable whose office is requesting the promotion and three members of his/her office or other Hays County Constable's offices chosen by the Constable.
3. The panel shall utilize a standardized scoring matrix agreed to by all five (5) Constables.
 - a. An applicant's score shall be the average score of all five (5) panel members.
4. The interview questions shall be selected by the panel from a list of possible questions agreed to by all five (5) Constables.
 - a. There shall be one set of questions for the Corporal position and a separate set of questions for the Sergeant position.
5. Upon the conclusion of all oral interviews, a list of applicants and their final scores shall be compiled.
6. The applicant must score a minimum score of 70 in order to be a qualified applicant.
7. The Constable may choose a candidate from any of the top three candidates.