

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

2.3 Increase public safety operational efficiency

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign Amendment No. 1 to the Articles of Agreement between the CITY OF EL PASO and the LOCAL 51, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC. for the contract period covering September 1, 2022 through August 31, 2026.

ADOPTED this ____ day of _____, 2024.

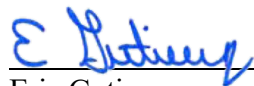
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

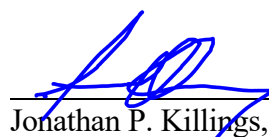
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Chief
El Paso Fire Department

AMENDMENT NO. 1 TO THE ARTICLES OF AGREEMENT BETWEEN THE CITY OF EL PASO AND LOCAL 51 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, INC. (2022-2026)

THIS AMENDMENT NO. 1 to the Collective Bargaining Agreement is made and entered into this ____ day of _____, 2024, by and between the City of El Paso, Texas (herein called the "City") and Local 51, International Association of Fire Fighters, Inc. (herein called the "Association"); and

WHEREAS, the City and the Association have previously entered into a collective bargaining agreement with a term of September 1, 2022 through August 31, 2026 (herein called the "Agreement"); and

WHEREAS, the City and the Association, pursuant to Article 32, Section 2, hereby mutually agree to amend the below sections of the CBA with respect to new IRS regulations to Consumer Driven Health Plans that went into effect January 1, 2024.

NOW, THEREFORE, IT IS AGREED by the City and the Association as follows:

1. That Article XIV Insurance, Section 1, a) be amended in its entirety as follows:

The Basic Plan and the Consumer Driven Health Plan of the City of El Paso Health Insurance Benefit Program will not be amended for employees covered by the Agreement during the terms of this Agreement without the mutual consent of the parties. Participation in such plan is subject to the employee contributing to such plan at the rate of contribution as agreed to by the parties and the rates agreed to by the parties shall not be amended during the terms of this Agreement without the mutual consent of the parties except for any changes mandated by federal and/or state law or regulation. Participation in such plan is further subject to all program and coverage requirements, policies and conditions as set by the City for such plan, and the requirements, policies, and conditions shall not be amended during the terms of this Agreement without the mutual consent of the parties except for any changes mandated by federal and/or state law or regulation. The benefits provided are those stated in the Master Contract Document (hereinafter referred to as "Master Contract Document") which is summarized on the Schedule of Benefits attached and incorporated herein as Appendix "F." This agreement, and the Master Contract Document for health benefits adopted herein, shall control the available health benefits during the term of this agreement, for employees covered by this Agreement.

In light of the 2024 IRS regulations requiring amendments to Appendix F, the City shall contribute an additional one-time \$200 to each employee's Health Savings Account for employees on the CDHP Employee Only, CDHP Employee & Spouse, Employee & Child, and Employee & Family programs, to be paid no later than the second pay period in December 2024. The City will also contribute an additional \$300 to each employee's Health Savings Account for employees on the CDHP Employee Only, CDHP Employee & Spouse, Employee & Child, and Employee & Family programs for the years 2025 and 2026. HSA regulation restrictions apply. City contributions to an employee's HSA may be prorated based on effective date of enrollment.

2. Appendix F Health Benefit Plan be and is hereby amended in its entirety as follows:

CDHP	2022		2023		2024		2025		2026	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Individual Deductible	\$3,000	\$8,000	\$3,000	\$8,000	\$3,200	\$8,000	\$3,300	\$8,000	\$3,300	\$8,000
Family Deductible	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000
Embedded Individual Deductible					\$3,200		\$3,300		\$3,300	
Benefit Percentage Member Share	0%	50%	0%	50%	0%	50%	0%	50%	0%	50%
Individual OOP Max	\$3,000	\$16,000	\$3,000	\$16,000	\$3,200	\$16,000	\$3,300	\$16,000	\$3,300	\$16,000
Family OOP Max	\$6,000	\$24,000	\$6,000	\$24,000	\$6,1000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000
PCP Copay (AX) / (NX)	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
SPC Copay (AX) / (NX)	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Preventive Care	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded	0%	50% after Ded
Hospital Copay	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
ER Copay	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Urgent Care Copay Member Share	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded	0% after Ded	50% after Ded
Retail Rx Copay	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered	Deductible waived for Preventative Drugs, CoPays apply to Expanded Prev Drug List	Not Covered
Mail Order Rx Copay	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered	0% after Ded	Not Covered
	Annual City Contribution to H.S.A. of \$500 for single Coverage and \$1,000 for Dependent Coverage		Annual City Contribution to H.S.A. of \$500 for single Coverage and \$1,000 for Dependent Coverage		Annual City Contribution to H.S.A. of \$500 for single Coverage and \$1,000 for Dependent Coverage + one-time \$200 contribution in Nov 2024		Annual City Contribution to H.S.A. of \$800 for single Coverage and \$1,300 for Dependent Coverage		Annual City Contribution to H.S.A. of \$800 for single Coverage and \$1,300 for Dependent Coverage	

3. Except as amended in this Amendment No. 1, the Agreement between the City and the Association shall be in full force and effect.


IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment No. 1 as of the date and year first written above after ratification by Union membership and approval by the City Council.

DATED this ____ day of _____, 2024.

CITY OF EL PASO

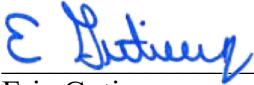
By: _____
Dionne Mack
City Manager

APPROVED AS TO CONTENT:



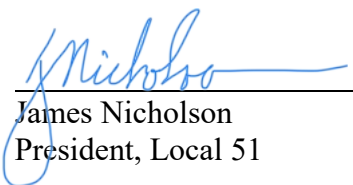
Jonathan Killings,
Chief, El Paso Fire Department

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

**LOCAL 51, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, INC.**

By: 

James Nicholson
President, Local 51