

[illegible]

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

DEPARTMENT HEAD: Executive Assistant Chief Z. Silva
 (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 EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION ("EPMPOA") for the contract period covering September 1, 2023 through August 31, 2027.

ADOPTED this ____ day of _____, 2024.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Chief
El Paso Police Department

AMENDMENT NO. 1 TO THE ARTICLES OF AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION (2023-2027)

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 (herein called the "City") and the El Paso Municipal Police Officers' Association (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, 2023 through August 31, 2027 (herein called the "Agreement"); and

WHEREAS, the City and the Association, pursuant to Article 33, Section 2, hereby mutually agree to amend the below sections of the CBA to incorporate corrected language that the Parties have previously agreed to.

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

1. Article 4 of the Agreement entitled "Wages," Section 1.b. be and is hereby amended as follows:

b. Base pay increases for each classification shall become effective the first full pay period on or after September 1 of each year thereafter. All employees below the level of executive assistant chief shall receive a step increase on their anniversary date or promotion date, if the officer has been promoted, and shall continue thereafter to receive step increases on each succeeding anniversary date or promotion date, if the officer has been promoted until reaching the top step in their classification. These step increases shall be automatic.

2. Article 4 of the Agreement entitled "Wages," Section 1.c. be and is hereby amended as follows:

c. Thereafter and upon their anniversary dates and successful completion of probation, all officers shall advance to the next higher level in their Class Grade. Officers that are promoted will have their anniversary dates reset to match the date they were promoted. Officers will become eligible for the step increase in their new Class Grade on the first anniversary date or promotion date, if the officer has been promoted, following their advancement to the next higher level in their Class Grade.

3. Article 4 of the Agreement entitled "Wages," Section 1.d. be and is hereby amended as follows:

d. Any employee at the top step in their Class Grade, upon receiving a promotion to a higher Class Grade and entering that Class Grade at a step other than the top step, shall

receive a step increase on his anniversary date or promotion date, if the officer has been promoted, and an additional step increase on each succeeding anniversary date or promotion date, until such time as the employee reaches the top step in the new Class Grade.

4. Article 4 of the Agreement entitled “Wages,” Section 1.g. be and is hereby amended as follows:

g. Officers who are promoted to detective and above will be given the entry pay for the rank to which they are promoted or the next higher level which will assure an increase of at least 5% in pay; provided that, if rounding an Officer's hourly rate to the nearest full cent per hour results in an increase that is slightly less than 5%, such rounding shall constitute compliance with this paragraph.

5. Article 4 of the Agreement entitled “Wages,” Section 2.a. be and is hereby amended as follows:

CODE	CLASS TITLE	GRADE
7542	Police Officer	P1
7543	Advance Police Officer	P2
7551	Police Detective	P2
7544	Senior Police Officer	P3
7552	Senior Detective	P3
7561	Police Sergeant	P4
7562	Police Lieutenant	P5
7563	Police Commander	P6
7566	Police Deputy Chief	P7
7567	Police Assistant Chief	P8
7568	Police Executive Assistant Chief	P9

6. Article 4 of the Agreement entitled “Wages,” Section 4 be and is hereby amended as follows:

Section 4. Shift Differential Pay. Officers, regardless of rank, who work between the hours of 1800 hours to 0600 hours Monday through Thursday, and 1500 hours Friday to 0600 hours Monday, shall receive premium pay of 6%, in accordance with FLSA. If the shifts are overlapping with the listed times, premium shift differential pay will only be awarded for those actual hours worked during the listed times. The Shift Differential Pay shall include any Collateral Duty, Overtime, Callouts, mandatory staffing for special events requiring city-issued permits, and Mandatory Operations designated by the Department or the City.

7. Article 4 of the Agreement entitled “Wages,” Section 6 be and is hereby amended as follows:

An Officer who is required to perform the duties of a higher class title is entitled to be paid the salary prescribed for the lowest level of that class title that results in a pay raise, or a 5% salary raise from his or her current level, whichever is greater, during the time the Officer performs those duties. This requires pre-authorization from the Executive Staff. Officer in charge designation will only be authorized to the supervisor rank one step above the current rank (e.g., police officer/detective to sergeant, sergeant to lieutenant, etc.).

8. Article 6 of the Agreement entitled “Incentive Pay,” Section 8 be and is hereby amended as follows:

Section 8. Employees are entitled to longevity pay of five dollars per month per year of continuous City service with EPPD, with a maximum amount not to exceed one hundred twenty-five dollars per month. The Parties agree to further address the issue of longevity pay in the succeeding contract to this Agreement.

9. Article 9 of the Agreement entitled “Uniforms and Equipment,” Section 4 be and is hereby amended as follows:

Section 4. Effective September 1, 2023, the City shall continue to pay a \$475.00 annual clothing allowance to all employees in the Detective rank and officers regardless of rank who are routinely required to wear business attire as a part of their assignment, to be paid biannually. Effective January 1, 2025, the City shall pay a \$650.00 annual clothing allowance to all employees in the Detective rank and officers regardless of rank who are routinely required to wear business attire as a part of their assignment. All employees shall receive the full amount described above upon his or her initial promotion to detective; thereafter, employees will be paid biannually. No pension contributions will be made on any cash payments under this Section.

10. Article 10 of the Agreement entitled “Vacations,” Section 2 be and is hereby amended as follows:

Section 2. Officers shall be permitted to accumulate up to 500 hours of vacation time. Officers who exceed the maximum accumulation of vacation time will be given up to twelve (12) months to utilize the hours in excess of 500 hours. Officers shall not lose any accrued vacation if they are in the process of taking their vacation time during their anniversary date. Vacation Leave may be granted to Officers for personal matters in increments of one hour, subject to the approval of

the Department Head. Such requests must be made at least 1 hour in advance.

11. Article 10 of the Agreement entitled “Vacations,” Section 5 be and is hereby amended as follows:

Section 5. Effective September 1, 2025, the City will institute a pilot yearly buy-back program in accordance with this section. In order for an employee to sell up to 80 hours of sick leave, they must adhere to all aspects of this section. Employees selling sick leave must have at least 800 hours of sick leave as of September 1 of each year. Employees will be paid in a lump sum payment the salary equivalent of the accrued leave, up to 80 hours, to be dispersed no later than the last pay period of November of each year.

12. Article 21 of the Agreement entitled “Grievance Procedure,” Section 1.C. be and is hereby amended as follows:

C. The hearing examiner panel shall have not less than five (5) qualified members appointed by the City and Association by mutual agreement. The members on the panel shall serve a one-year term, which will automatically renew on the anniversary of their appointment, subject to the procedures set forth herein. Either party may remove a member of the panel by providing written notice to the other party within thirty (30) days’ advance notice, along with the name of at least one (1) proposed replacement panel member. The City and the Association may, at any time, remove and/or add members by mutual agreement. If there is a vacancy, such as by resignation, death, unilateral removal or agreed-upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than five (5) active members. The City shall create a list of the hearing examiners, placed in random order, and shall designate a hearing examiner for each appeal on a rotating basis, subject to the hearing examiner’s availability.

13. Appendix J Schedule of Benefits be and is hereby amended in its entirety as follows:

CDHP	2023		2024		2025		2026		2027	
	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	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$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		\$3,200		\$3,200		\$3,200	
Benefit Percentage Member Share	0%	50%	0%	50%	0%	50%	0%	50%	0%	50%

Individual OOP Max	\$3,000	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000
Family OOP Max	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$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 \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage	

Basic										
	2023		2024		2025		2026		2027	
	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	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900
Family Deductible	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100
Benefit Percentage Member Share	20%	50%	20%	50%	20%	50%	20%	50%	20%	50%
Individual OOP Max	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100
Family OOP Max	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100
PCP Copay (AX) / (NX)	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded
SPC Copay (AX) / (NX)	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	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	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded

ER Copay	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded
Urgent Care Copay Member Share	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded
Retail Rx Copay	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered
Mail Order Rx Copay	Retail times 2	Not Covered	Retail times 2	Not Covered	Retail times 2	Not Covered	Retail times 2	Not Covered	Retail times 2	Not Covered

14. 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.

**EL PASO MUNICIPAL POLICE
OFFICERS' ASSOCIATION**

CITY OF EL PASO

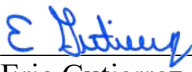
By: _____
Patrick Natividad
President, EPMPOA

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jim Jopling
CLEAT Attorney



Eric Gutierrez
Senior Assistant City Attorney

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taking their vacation time during their anniversary date. Vacation Leave may be granted to Officers for personal matters in increments of one hour, subject to the approval of the Department Head. Such requests must be made at least 1 hour in advance.

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C. The hearing examiner panel shall have not less than five (5) qualified members appointed by the City and Association by mutual agreement. The members on the panel shall serve a one-year term, which will automatically renew on the anniversary of their appointment, subject to the procedures set forth herein. Either party may remove a member of the panel by providing written notice to the other party within thirty (30) days’ advance notice, along with the name of at least one (1) proposed replacement panel member. The City and the Association may, at any time, remove and/or add members by mutual agreement. If there is a vacancy, such as by resignation, death, unilateral removal or agreed-upon removal, the City and the Association shall act promptly to select enough new members to ensure that the panel contains not less than five (5) active members. The City Civil Service Commission shall create a list of the hearing examiners, placed in random order, and shall designate a hearing examiner for each appeal on a rotating basis, subject to the hearing examiner’s availability.

13. Appendix J Schedule of Benefits be and is hereby amended in its entirety as follows:

CDHP										
	2023+9		202420		202521		202622		202723	
	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	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000
Family Deductible	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000
			\$3,200		\$3,200		\$3,200		\$3,200	

Embedded Individual Deductible										
Benefit Percentage Member Share	0%	50%	0%	50%	0%	50%	0%	50%	0%	50%
Individual OOP Max	\$3,000	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000
Family OOP Max	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$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 \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage		Annual City Contribution to H.S.A. of \$750 for single Coverage and \$1,500 for Dependent Coverage	

Basic										
	2023 ¹⁹		2024 ²⁰		2025 ²¹		2026 ²²		2027 ²³	
	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	\$1,500 ⁰⁰⁰	\$2,900 ^{3,000}	\$1,500 ⁴⁰⁰	\$2,900	\$1,500 ²⁵⁰	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900
Family Deductible	\$3,600 ^{2,500}	\$7,100 ⁵⁰⁰	\$3,600 ^{2,750}	\$7,100	\$3,600 ⁴²⁵	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100
Benefit Percentage Member Share	20%	50%	20%	50%	20%	50%	20%	50%	20%	50%
Individual OOP Max	\$43,000	\$8,100 ^{6,000}	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100
Family OOP Max	\$86,000	\$202,150	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100
PCP Copay (AX) / (NX)	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded	\$20	50% after Ded
SPC Copay (AX) / (NX)	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	50% after Ded	\$30	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	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded	\$125	50% after Ded
ER Copay	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded	\$150	50% after Ded
Urgent Care Copay Member Share	20% after Ded \$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded	\$75	50% after Ded
Retail Rx Copay	\$10/\$30/\$45 Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN-MAX Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered	Convert to sliding scale with Minimum and Maximum Co-pays Member pays 20% or MIN - MAX	Not Covered
Mail Order Rx Copay	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered	Retail times <u>2</u>	Not Covered

14. 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.

**EL PASO MUNICIPAL POLICE
OFFICERS' ASSOCIATION**

CITY OF EL PASO

By: _____
Patrick Natividad
President, EPMPOA

By: _____
Cary Westin
Interim City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jim Jopling
CLEAT Attorney

Eric Gutierrez
Senior Assistant City Attorney