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

DEPARTMENT: El Paso Police Dept

AGENDA DATE: 4/9/2024 PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Chief P. Pacillas

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: #2 Set the Standard for a Safe and Secure City

SUBGOAL: N/A

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This amendment addresses language in the Collective Bargaining Agreement so that it aligns with anniversary dates and probation dates for employees as it relates to step increases and promotions.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? On 3/28/23 the CBA was approved

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? General Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)

<u> </u>										

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 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 Leeser Mayor
ATTEST:	
Laura D. Prine City Clerk	_
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
E Photoure	Rail.
Eric Gutierrez	Peter Pacillas, Chief
Senior Assistant City Attorney	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:

CLASS TITLE	GRADE
Police Officer	P1
Advance Police Officer	P2
Police Detective	P2
Senior Police Officer	P3
Senior Detective	P3
Police Sergeant	P4
Police Lieutenant	P5
Police Commander	P6
Police Deputy Chief	P7
Police Assistant Chief	P8
Police Executive Assistant Chief	P9
	Police Officer Advance Police Officer Police Detective Senior Police Officer Senior Detective Police Sergeant Police Lieutenant Police Commander Police Deputy Chief Police Assistant Chief

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										
	202	23	202	24	2025		202	26	2027	
	In Network	Out of								
		Network								
Individual	\$3,000	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000	\$3,200	\$8,000
Deductible										
Family	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000
Deductible										
Embedded			\$3,200		\$3,200		\$3,200		\$3,200	
Individual										
Deductible										
Benefit	0%	50%	0%	50%	0%	50%	0%	50%	0%	50%
Percentage										
Member Share										

Individual	\$3,000	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	\$3,200	\$16,000	
OOP Max											
Family OOP	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	
Max											
PCP Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	
(AX)/(NX)	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	
SPC Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	
(AX)/(NX)	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	
Preventive	0%	50% after	0%	50% after	0%	50% after	0%	50% after	0%	50% after	
Care		Ded		Ded		Ded		Ded		Ded	
Hospital Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	
	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	
ER Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	
1 7	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	
Urgent Care	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	
Copay Member	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	
Share											
Retail Rx	Deductible	Not	Deductible	Not	Deductible	Not	Deductible	Not	Deductible	Not	
Copay	waived for	Covered	waived for	Covered	waived for	Covered	waived for	Covered	waived for	Covered	
1 3	Preventative		Preventative		Preventative		Preventative		Preventative		
	Drugs,		Drugs,		Drugs,		Drugs,		Drugs,		
	CoPays		CoPays		CoPays		CoPays		CoPays		
	apply to		apply to		apply to		apply to		apply to		
	Expanded Prev Drug		Expanded Prev Drug		Expanded Prev Drug		Expanded Prev Drug		Expanded Prev Drug		
	List		List		List		List		List		
Mail Order Rx	0% after	Not	0% after	Not	0% after	Not	0% after	Not	0% after	Not	
Copay	Ded	Covered	Ded	Covered	Ded	Covered	Ded	Covered	Ded	Covered	
	Annua		Annua		Annua		Annua		Annua		
	Contribution	2	Contribution	_	Contribution	•	Contribution	•	Contribution	,	
	of \$750 f		of \$750 f		of \$750 f		of \$750 for single		of \$750 for single		
	Coverage a		Coverage a		Coverage a		Coverage a		Coverage a		
	for Dependen	. ,	U	. ,	for Dependen	. ,			0	. ,	
	Depende	ent Coverage for Dependent Coverage for Dependent Cove				20. 	Coverage for Dependent Coverage for Dependent Coverage				

Basic										
	2023		2024		2025		20226		2027	
	In Network	Out of	In Network	Out of	In	Out of	In	Out of	In	Out of
		Network		Network	Network	Network	Network	Network	Network	Network
Individual	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900
Deductible										
Family	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100
Deductible										
Benefit	20%	50%	20%	50%	20%	50%	20%	50%	20%	50%
Percentage										
Member										
Share										
Individual	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100
OOP Max										
Family	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100
OOP Max										
PCP Copay	\$20	50% after	\$20	50%	\$20	50%	\$20	50%	\$20	50%
(AX) /		Ded		after		after		after		after
(NX)				Ded		Ded		Ded		Ded
SPC Copay	\$30	50% after	\$30	50%	\$30	50%	\$30	50%	\$30	50%
(AX) /		Ded		after		after		after		after
(NX)				Ded		Ded		Ded		Ded
Preventive	0%	50% after	0%	50%	0%	50%	0%	50%	0%	50%
Care		Ded		after		after		after		after
				Ded		Ded		Ded		Ded
Hospital	\$125	50% after	\$125	50%	\$125	50%	\$125	50%	\$125	50%
Copay		Ded		after		after		after		after
				Ded		Ded		Ded		Ded

ER Copay Urgent Care Copay Member Share	\$150 \$75	50% after Ded 50% after Ded	\$150 \$75	50% after Ded 50% after Ded	\$150 \$75	50% after Ded 50% after Ded	\$150 \$75	50% after Ded 50% after Ded	\$150 \$75	50% after Ded 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	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, 20	24.
EL PASO MUNICIPAL POLI OFFICERS' ASSOCIATION	ICE	CITY OF EL PASO
By: Patrick Natividad	By:	Cary Westin
President, EPMPOA APPROVED AS TO FO	ORM:	Interim City Manager APPROVED AS TO FORM:
Jim Jopling CLEAT Attorney		Eric Gutierrez Senior Assistant City Attorney

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 <u>or promotion date</u>, <u>if the officer has been promoted</u>, and an additional step increase on each succeeding anniversary date <u>or promotion date</u>, 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 <u>sergeant_detective</u> 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, be paid the salary prescribed for lowest level of that class title that results in a pay raise 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, to be paid biannually. 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 440-500 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 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										
	20 <u>23</u>	2023 19		20 <mark>2420</mark>		20 <u>25</u> 21		20 <u>2622</u>		7 23
Į.	In Network	Out of	In Network	Out of	In Network	Out of	In Network	Out of	In Network	Out of
		Network		Network		Network		Network		Network
Individual	\$3, <u>0</u> 00	\$8,000	\$3, <mark>20</mark> 00	\$8,000	\$3, <mark>20</mark> 00	\$8,000	\$3, <mark>20</mark> 00	\$8,000	\$3, <mark>20</mark> 00	\$8,000
Deductible										
Family	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000	\$6,000	\$16,000
Deductible										
			\$3,200		\$3,200		\$3,200		\$3,200	

Embedded						1	1	1	1	1
Individual										
Deductible										
Benefit	0%	50%	0%	50%	0%	50%	0%	50%	0%	50%
Percentage										
Member Share										
Individual	\$3,000	\$16,000	\$3, <u>2</u> 000	\$16,000	\$3, <u>2</u> 000	\$16,000	\$3, <mark>20</mark> 00	\$16,000	\$3, <mark>20</mark> 00	\$16,000
OOP Max										
Family OOP	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000	\$6,000	\$24,000
Max										
PCP Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after
(AX)/(NX)	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded
SPC Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after
(AX) / (NX)	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded
Preventive	0%	50% after	0%	50% after	0%	50% after	0%	50% after	0%	50% after
Care		Ded		Ded		Ded		Ded		Ded
Hospital Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after
	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded
ER Copay	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after
	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded
Urgent Care	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after	0% after	50% after
Copay Member	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded	Ded
Share										
Retail Rx	Deductible waived for	Not	Deductible waived for	Not	Deductible waived for	Not	Deductible waived for	Not	Deductible waived for	Not
Copay	Preventative	Covered	Preventative	Covered	Preventative	Covered	Preventative	Covered	Waived for Preventative	Covered
	Drugs,		Drugs,		Drugs,		Drugs,		Drugs,	
	CoPays		CoPays		CoPays		CoPays		CoPays	
	apply to		apply to		apply to		apply to		apply to	
	Expanded		Expanded		Expanded		Expanded		Expanded	
	Prev Drug		Prev Drug		Prev Drug		Prev Drug		Prev Drug	
Mail Order Rx	List	Not	List	Not	List	Not	List	Not	List	Not
	0% after Ded	Covered	0% after Ded	Not Covered	0% after Ded	Covered	0% after Ded	Covered	0% after Ded	Covered
Copay	Annua		Annua		Annua		Annua		Annua	
	Contribution		Contribution		Contribution		Contribution		Contribution	
	of \$750 f		of \$750 f		of \$750 f		of \$750 f		of \$750 f	
	Coverage a	_	Coverage a	•	Coverage a	•		•		•
	for Dependen		for Dependen		for Dependen		Coverage and \$1,500 for Dependent Coverage		Coverage and \$1,500 for Dependent Coverage	
	Tot Depende	ii Coverage	Tot Depende	ii Coverage	Tot Depende	in Coverage	Tot Depende	ni Coverage	Tot Depende	in Coverage

Basic										
	20 <u>23</u> 19		20 <u>24</u> 20		20 <u>25</u> 21		202 <u>26</u> 2		20 <u>27</u> 23	
I	In Network	Out of	In Network	Out of	In	Out of	In	Out of	In	Out of
		Network		Network	Network	Network	Network	Network	Network	Network
Individual	\$1, <u>500</u> 000	\$ <u>2,900</u> 3,000	\$1, <u>500</u> 100	\$2,900	\$1, <u>500</u> 250	\$2,900	\$1,500	\$2,900	\$1,500	\$2,900
Deductible										
Family	\$ <u>3,600</u> 2,500	\$7, <u>100</u> 500	\$3,6002,750	\$7,100	\$3, <u>600</u> 125	\$7,100	\$3,600	\$7,100	\$3,600	\$7,100
Deductible										
Benefit	20%	50%	20%	50%	20%	50%	20%	50%	20%	50%
Percentage										
Member										
Share										
Individual	\$ <u>4</u> 3,000	\$ <u>8,100</u> 6,000	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100	\$4,000	\$8,100
OOP Max										
Family	\$ <u>8</u> 6,000	\$2 <mark>02,<u>1</u>5</mark> 00	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100	\$8,000	\$20,100
OOP Max										
PCP Copay	\$20	50% after	\$20	50%	\$20	50%	\$20	50%	\$20	50%
(AX) /		Ded		after		after		after		after
(NX)				Ded		Ded		Ded		Ded
SPC Copay	\$30	50% after	\$30	50%	\$30	50%	\$30	50%	\$30	50%
(AX)/		Ded		after		after		after		after
(NX)				Ded		Ded		Ded		Ded

Preventive	0%	50% after	0%	50%	0%	50%	0%	50%	0%	50%
Care		Ded		after		after		after		after
				Ded		Ded		Ded		Ded
Hospital	\$1 <u>25</u> 00	50% after	\$125	50%	\$125	50%	\$125	50%	\$125	50%
Copay		Ded		after		after		after		after
				Ded		Ded		Ded		Ded
ER Copay	\$ <u>150</u> 75	50% after	\$150	50%	\$150	50%	\$150	50%	\$150	50%
		Ded		after		after		after		after
				Ded		Ded		Ded		Ded
Urgent	20% after Ded <u>\$75</u>	50% after	\$75	50%	\$75	50%	\$75	50%	\$75	50%
Care Copay		Ded		after		after		after		after
Member				Ded		Ded		Ded		Ded
Share										
Retail Rx	\$10/\$30/\$45Convert	Not	Convert to	Not	Convert to	Not	Convert to	Not	Convert to	Not
Copay	to sliding scale with	Covered	sliding scale	Covered	sliding scale with	Covered	sliding scale with	Covered	sliding scale with	Covered
	Minimum and		with_		Minimum		Minimum		Minimum	
	Maximum Co-pays		<u>Minimum</u>		and		and		and	
	Member pays 20%		and_		Maximum		Maximum		Maximum	
	or MIN-MAX		Maximum		Co-pays		Co-pays		Co-pays	
			Co-pays		Member		Member		Member	
			Member		pays 20%		pays 20%		pays 20%	
			pays 20% or		or MIN - MAX		or MIN - MAX		or MIN - MAX	
			MIN-		WAA		WIAA		WIAA	
			MAXConvert							
			to sliding scale with							
			Minimum and							
			Maximum-							
			Co pays							
			Member pays							
			20%, or MIN							
			-MAX							
			G-\$10-\$20 PB-\$30-\$40							
Mail Order	Retail times 2	Not	Retail times	Not	Retail	Not	Retail	Not	Retail	Not
Rx Copay	Retail tilles 2	Covered	2	Covered	times 2	Covered	times 2	Covered	times 2	Covered
ка сорау	l .	Covered		Covered	times 2	Covered	times Z	Covered	unies Z	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	, 20	24.
	PASO MUNICIPAL POLICE ICERS' ASSOCIATION		CITY OF EL PASO
By:		By:	
•	Patrick Natividad	•	Cary Westin
	President, EPMPOA		Interim City Manager
	APPROVED AS TO FORM:		APPROVED AS TO FORM:
	Jim Jopling		Eric Gutierrez
	CLEAT Attorney		Senior Assistant City Attorney
	CEETT THEOTHEY		