

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

AGENDA DATE: 06/22/22

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Peter Pacillas, 915-212-4302

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

That the City Manager be authorized to sign Addendum No. 1 to Collective Bargaining Agreement between the City of El Paso and El Paso Municipal Police Officers' Association relating to the implementation of the Lateral Police Officer Program.

BACKGROUND / DISCUSSION:

The El Paso Police Department has developed a Lateral Police Officer Program to help with the recruitment of currently active police officers from around the country, region, and State of Texas. This Lateral Officer Program will provide the opportunity for officers from other departments to become an El Paso Police Officer without having to go through a Basic Peace Officer training program. The City Attorney's Office, El Paso Police Department, and the El Paso Municipal Police Officers' Association have cooperatively worked to amend the current Collective Bargaining Agreement (CBA) to reflect the adjustments necessary to implement the Lateral Police Officer Program.

PRIOR COUNCIL ACTION:

City Council passed and approved a Resolution on February 26, 2019 to adopt the Articles of Agreement Between City of El Paso, Texas and El Paso Municipal Police Officers' Association – February 19, 2019 to August 31, 2023.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD: Chief Gregory K. Allen

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

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to sign Addendum No. 1 to Collective Bargaining Agreement between the City of El Paso and El Paso Municipal Police Officers' Association relating to the implementation of the Lateral Police Officer Program.

ADOPTED this _____ day of June, 2022

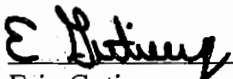
CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

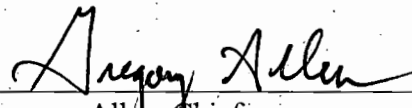
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory Allen, Chief
City of El Paso Police Department

ADDENDUM NO. 1 TO COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EL PASO AND EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION

THIS ADDENDUM NO. 1 to the Collective Bargaining Agreement is made and entered into this _____ day of _____, 2022, by and between the City of El Paso (herein called the "City") and the El Paso Municipal Police Officers' Association (herein called the "Association").

WHEREAS, the City and the Association have previously entered into a collective bargaining agreement with a term of February 19, 2019 through August 31, 2023 (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 the implementation of a Lateral Training Academy.

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

1. Article 2 of the Agreement entitled "City's Retained Prerogatives," Section 4 be and is hereby amended as follows:

Section 4. An Officer shall be deemed to be a probationary employee for the first twelve months after the Officer has successfully completed the Basic Training Academy work, or six months after the Officer has successfully completed the Lateral Training Academy work. The Chief may extend the ending date of the probationary employee's probationary period: (1) to ensure that the probationary employee serves a full twelve months (or six months in the case of a Lateral Training Academy Officer) as a police officer in full duty status; or (2) if necessary to determine if retention of the probationary employee is in the best interest of the Department; or (3) if an investigation is pending into the probationary employee's conduct at the time the probation would otherwise end. In the case of (2) and (3) herein, the probationary period can be extended for no longer than 180 days. The Chief shall notify the Association in writing of the reason for extending the probationary period of an Officer. A probationary Officer may be discharged at any time at the discretion of the Chief, without appeal to the Commission. However, before so doing, the Chief will meet with the probationary Officer, provide reasons for proposed discharge, and give the Officer an opportunity to provide reasons why the discharge is not warranted. Upon request, the probationary Officer is entitled to Association representation at the pre-discharge meeting.

2. Article 9 of the Agreement entitled "Wages," Section 1 be and is hereby amended as follows:

Section 1. Wages shall be paid in accordance with the Wage Scales attached hereto as Appendix A, effective the first pay period following the signing the agreement. All employees shall receive a step increase on their anniversary date and shall continue thereafter to receive step increases on each succeeding anniversary date until reaching the top step in their classification. These step increases shall be automatic. Any employee at the top step in the classification, upon receiving a promotion to a higher

classification and entering said classification at a step other than the top step, shall receive a step increase on his anniversary date, and an additional step increase on each succeeding anniversary date, until such time as the employee reaches the top step in the new classification.

Officers hired under the Lateral Training Program after calendar year 2021 may use experience in patrol duty (calls for service/street duty) while employed full time by a state, county, municipal, college or school police department, or sheriff's department as qualifying experience towards years of service credit for step increases. Experience as a deputy, detention officer, jailer or officer employed at a correctional facility, District Attorney's office, Constable, or as a Federal or Military Police Officer is not considered qualifying experience towards years of service credit for step increases.

For example, an officer hired under the Lateral Training Program after calendar year 2021 with at least three years of qualifying experience, but less than four years of qualifying experience as indicated above, will be placed at a P1-4 level. An officer hired under the Lateral Training Program with at least four years of qualifying experience, but less than five years of qualifying experience as indicated above, will be placed at a P2-1 level, and so forth. Officers would then progress through the pay scale on their anniversary date where anniversary date in this instance is date of hire.

Officers hired under the Lateral Training Program after calendar year 2021 will be placed at a P3-5 with 12 years of qualifying experience, P3-6 with 13 years of qualifying experience, P3-7 with 15 years of qualifying experience, P3-8 with 17 years of qualifying experience, P3-9 with 18 years of qualifying experience, P3-10 with 20 years of qualifying experience and P3-11 with 21 years of qualifying experience. In no event shall an officer hired under the Lateral Training Program start at a step level higher than a P3-11.

Longevity Pay for officers hired under the Lateral Training Program after calendar year 2021 shall mirror that of officers hired from the Basic Training Academy with the exception that "years of service" shall mean years of service with the El Paso Police Department.

It is the intent of the Lateral Training Program for officers hired after calendar year 2021 to compensate officers for qualifying years of experience outside of the El Paso Police Department. Should a dispute arise regarding qualifying experience and step level of an officer hired under the Lateral Training Program for officers hired after calendar year 2021, the dispute will be reviewed by a committee consisting of a representative from the Association, City Human Resources other than an employee of Police Human Resources, and an Assistant Chief. Decisions made by this committee will be based on majority vote, shall be final, and are not subject to the appeal or grievance process.

Class titles and grades for Officers are set forth in Appendix "B" to this Agreement. The base salaries for Officers covered by this Agreement shall be set as follows:

(a) Effective either (a) September 1, 2020 or (b) after the current eligible list has expired or exhausted, whichever is first from (a) or (b), placement to a detective rank will be

considered as a promotion and handled as all other promotions within the department. Regarding compensation, placement to a detective position shall result in one advancement in level on the pay scale and will reset their anniversary date to the date of the promotion for pay steps. As indicated in the attached pay scales, detectives placed into step levels P3-5 through P3-11; will be placed into these step levels on their anniversary date where anniversary date is defined as the number of years since graduating from the Academy.

Any new officers and trainees after the 125th academy will need four (4) years of service as a police officer with the City of El Paso to take the examination for promotion to detective. Current academy trainees and officers and officers hired under the Lateral Training Academy after calendar year 2021 are held to the 2 years of service eligibility to sit for detective examination. However, officers hired under the Lateral Training Academy after calendar year 2021 will also need to complete a minimum of two (2) years as an El Paso Police Department officer in order to take the examination for promotion to detective.

3. Article 10 of the Agreement entitled “Vacations,” Section 1 be and is hereby amended as follows:

Section 1. An employee shall accrue vacation in accordance with the following schedule (for officers hired under the Lateral Training Program after calendar year 2021, “years of service” as indicated below shall mean years of service with the El Paso Police Department):

<u>Years of Service</u>	<u>Vacation Hours/ Monthly Accrual</u>	<u>Vacation Hours/ Annual Accrual</u>
1 – 10	12	144
10 – 15	14	168
15 – 20	16	192
Over 20	18	216

4. Article 19 of the Agreement entitled “Promotional Examinations,” Section 7 be and is hereby amended as follows and Section 11 be and is hereby created as follows:

Section 7. The Civil Service Provisions and the Civil Service Rules pursuant thereto, shall in all respects govern in promotions except that:

(a) To the score of the applicant for promotion to Detective, Sergeant, Lieutenant and Commander shall be added one point for each of the first four complete years and one-half point for each additional complete year of actual service to a maximum of seven points in the position from which promotion is sought; for officers hired under the Lateral Training Program after calendar year 2021, “actual service” as indicated above shall mean years of service with the El Paso Police Department.

Section 11. Officers hired under the Lateral Training Program after calendar year 2021 may use experience in patrol duty (calls for service/street duty) while employed full time by a state, county, municipal, college or school police department, or sheriff's department as qualifying experience towards promotional opportunities. Experience as a deputy, detention officer, jailer or officer employed at a correctional facility, District Attorney's office, Constable, or as a Federal or Military Police Officer is not considered qualifying experience towards promotional opportunities.

Officers hired under the Lateral Training Academy after calendar year 2021 will need to complete a minimum of two (2) years as an El Paso Police Department officer in order to take the examination for promotion to detective and sergeant.

Should a dispute arise regarding qualifying promotional experience of an officer hired under the Lateral Training Program after calendar year 2021, the experience will be reviewed by a committee consisting of a representative from the Association, City Human Resources other than an employee of Police Human Resources, and an Assistant Chief. Decisions made by this committee will be based on majority vote, shall be final, and are not subject to the appeal or grievance process. The employee will have ten (10) business days to file a protest upon notice of ineligibility to take a promotional examination. The committee will have ten (10) business days to issue its decision.

The employer must not administer the promotional examination or conduct an assessment center unless and until the committee issues its decision. If the employer administers the promotional examination or proceeds with the assessment center before the committee issues its decision, the employee may proceed under the grievance procedure in this Agreement.

5. Article 25 of the Agreement entitled "Miscellaneous Provisions," Section 3 be and is hereby amended as follows:

Section 3. Commissioned employees completing Police Academy Training (Basic or Lateral) after October 1, 1992, shall have completed a minimum of 45 accredited (pursuant to the definitions contained in section 211.1 of the regulations of the Texas Commission on Law Enforcement Officer Standards and Education) college hours within three years. If the 45 hour minimum is not met by then, the Chief of Police shall have the authority to either grant a leave without pay for up to one year or reduce the employee one pay level for a period of one year, but not both. If the 45 hour minimum is not satisfied by that time, the employee will face discipline up to and including possible termination. If exigent circumstances exist, the Chief of Police may at his discretion grant an employee an extension of time to complete the educational requirements but at no time shall it exceed 4 years. Officers not in compliance with this Section shall not advance beyond the three year pay step. During this time, the officer will be not be eligible for transfer requests, special teams (except if preapproved by the Chief), or promotions with the exception of lateral transfers within patrol operation. Upon completing the 45 college hours, the officer will advance to their appropriate pay step

based upon their commission date. Officers will not be compensated back pay for the missed steps.

6. Appendix "A" Wage Schedules of the Agreement be and is hereby amended as follows:

City of El Paso Police Department Wage Scale

First pay period after September 1, 2021

First pay period after September 1, 2022

*Applicants are placed into P3-5 on their 12th anniversary, P3-6 on their 13th anniversary, P3-7 on their 15th anniversary, P3-8 on their 17th anniversary, P3-9 on their 18th anniversary, P3-10 on their 20th anniversary and P3-11 on their 21st anniversary. Anniversary in this instance is the number of years since graduating the Academy.

*Officers hired under the Lateral Training Program after calendar year 2021, shall enter and progress through the pay scale as indicated in Article 4.

7. Except as amended in this Addendum No. 1, the Agreement between the City and the Agreement shall be in force and effect.

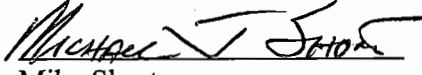
IN WITNESS WHEREOF, the parties hereto have entered into and executed this Addendum No. 1 as of the date and year first written above after ratification by Union membership and approval by the City Council.

DATED this ____ day of _____, 2022.

**EL PASO MUNICIPAL POLICE
OFFICERS' ASSOCIATION**

CITY OF EL PASO

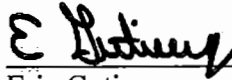
By:


Mike Short
President, EPMPOA

By:

Tommy Gonzalez
City Manager

APPROVED AS TO FORM:


Eric Gutierrez
Assistant City Attorney