

**ARTICLES OF AGREEMENT**

**between**

**CITY OF EL PASO, TEXAS**

**and**

**EL PASO MUNICIPAL  
POLICE OFFICERS' ASSOCIATION**

**~~February 19~~ September 1, 2019 to August 31, 2023~~27~~**

## Table of Contents

PREAMBLE .....	4
ARTICLE 1 - RECOGNITION .....	4
ARTICLE 2 - CITY'S RETAINED PREROGATIVES .....	5
ARTICLE 3 - NO STRIKE, NO LOCK-OUT .....	6
ARTICLE 4 – WAGES .....	7
ARTICLE 5 - HOURS OF WORK .....	13
ARTICLE 6 - INCENTIVE PAY .....	17
ARTICLE 7 - PENSIONS .....	20
ARTICLE 8 - INSURANCE AND BENEFITS .....	20
ARTICLE 9 - UNIFORMS AND EQUIPMENT .....	22
ARTICLE 10 - VACATIONS .....	23
ARTICLE 11 - HOLIDAYS .....	25
ARTICLE 12 - FUNERAL AND PARENTAL LEAVE .....	27
ARTICLE 13 - CIVIL LEAVE .....	27
ARTICLE 14 - LEGAL DEFENSE FOR POLICE OFFICERS .....	27
ARTICLE 15 - SICK LEAVE .....	29
ARTICLE 16 - JOB RELATED DISABILITIES .....	39
ARTICLE 17 - LEAVE FOR ASSOCIATION BUSINESS .....	40
ARTICLE 18 - SAFETY AND HEALTH .....	41
ARTICLE 19 - PROMOTIONAL EXAMINATIONS .....	42
ARTICLE 20 - REINSTATEMENT AFTER RESIGNATION .....	46
ARTICLE 21 - GRIEVANCE PROCEDURE .....	47
ARTICLE 22 - BULLETIN BOARD .....	52
ARTICLE 23 - NONDISCRIMINATION .....	<del>53</del> 52
ARTICLE 24 - EXISTING CONDITIONS .....	55
ARTICLE 25 - MISCELLANEOUS PROVISIONS .....	<del>57</del> 56
ARTICLE 26 - WORKING OFF SUSPENDED TIME .....	<del>58</del> 57
ARTICLE 27 - PERSONNEL RECORDS .....	58
ARTICLE 28 - ASSIGNMENTS .....	<del>59</del> 58
ARTICLE 29 - SEPARABILITY .....	<del>60</del> 59
ARTICLE 30 - INTERNAL AFFAIRS INVESTIGATIONS .....	<del>60</del> 59
ARTICLE 31 - STRESS MANAGEMENT .....	<del>64</del> 63

ARTICLE 32 - DRUG AND ALCOHOL TESTING.....	<del>66</del> 65
ARTICLE 33 - COMPLETE AGREEMENT.....	68
ARTICLE 34 - DURATION .....	<del>69</del> 68
ARTICLE 35 - OUTSIDE EMPLOYMENT .....	<del>69</del> 68
APPENDIX “A” WAGE SCHEDULES .....	71
APPENDIX “ <del>BE</del> ” - IMPASSE PROCEDURE.....	73
APPENDIX “ <del>CE</del> ” - REQUEST FOR LATERAL TRANSFER FORM.....	75
APPENDIX “ <del>DE</del> ” - PERSONNEL FILES .....	76
APPENDIX “ <del>EE</del> ” – OUTSIDE EMPLOYMENT.....	78
APPENDIX “ <del>FE</del> ” - TRANSFER PROCEDURES AND SPECIALTY UNIT ASSIGNMENT.....	79
APPENDIX “ <del>GH</del> ” – JANUARY 25, 202 <del>3</del> WAGE FORMULA DOCUMENT .....	83
APPENDIX “ <del>HF</del> ” - GARRITY WARNING.....	84
APPENDIX “ <del>I</del> ” - PATROL SHIFT BIDDING .....	85
APPENDIX “ <del>JK</del> ” - SCHEDULE OF BENEFITS .....	86

**ARTICLES OF AGREEMENT**  
**Between**  
**CITY OF EL PASO, TEXAS**  
**and**  
**EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION**

**PREAMBLE**

THIS AGREEMENT, entered into this 49<sup>th</sup> day of March 2023~~19~~, is between the CITY OF EL PASO, TEXAS, hereinafter called the "City", and the EL PASO MUNICIPAL POLICE OFFICERS ASSOCIATION, hereinafter called the "EPMPOA" or "Association." This Agreement is made pursuant to the authority of Chapter 174 of the Texas Local Government Code.

The purpose of this Agreement is to promote harmonious relations between the City and the employees covered hereby and to fix the rates of pay, hours of work, and the terms and conditions of employment for these employees.

**ARTICLE 1 — RECOGNITION AND ANTI-DISCRIMINATION**

Section 1. The City has recognized the Association as the exclusive bargaining agent for a unit consisting of all sworn certified full-time paid employees who regularly serve in a professional law enforcement capacity within the City's Police Department, except the Police Chief. Bargaining Unit employees will be referred to in this Agreement as "Officers" or "employee."

Section 2. The employer shall not discriminate against any employee because of his or her membership or non-membership in the Association; because of any assertion of his or her rights as a member of the Association, either individually or by a third party on that employee's behalf; or because of such employee's race, color, religion, national origin, sex, sexual orientation, age, disability, pregnancy, or genetic information.~~The parties hereto recognize that there are pending or potential state or federal legislative proposals which would exclude some or all supervisors from an appropriate collective bargaining unit. The parties agree that, as of the effective date of any such applicable provisions, any employees within the bargaining unit whose duties bring them within the definition of supervisor contained therein shall be excluded from the bargaining unit. If the parties are unable to agree as to whether certain employees are supervisors within the meaning of that legislation, they will cooperate to submit the question to the appropriate court or agency for prompt resolution of the matter.~~

## ARTICLE 2 - CITY'S RETAINED PREROGATIVES

Section 1. Except to the extent expressly abridged by Chapter 174, Local Government Code, or by a specific provision of this Agreement, the City reserves and retains, solely and exclusively, all of its inherent and/or statutory rights to operate the City government, as such rights existed prior to the enactment of Chapter 174, Local Government Code.

Section 2. Except to the extent expressly abridged by a specific provision of this Agreement, the direction of the City's working forces, both within and without the bargaining unit, including, by way of illustration only and not of enumeration, the right to plan, direct, expand, control, initiate, reduce, transfer or terminate specific operations, duties or functions, to hire, assign, transfer and promote employees or refrain from any of the foregoing, to discharge, suspend, demote, reprimand or otherwise discipline employees pursuant to the City Charter ~~of 1984 as amended February 7, 2004~~ and the Civil Service Rules in effect upon execution of this agreement, to introduce any new or improved methods or facilities, to subcontract, and to make such rules and regulations as may be necessary or desirable for the operation of the City, continue to be vested exclusively in the City.

Section 3. All promotions to positions in P6 and above shall be exempt from competitive examinations and shall be made instead by appointment by the Police Chief. Only persons then employed by the City's Police Department shall be eligible for such appointment. Employees working in P6 and above shall serve at the pleasure of the Police Chief and may be demoted from said position at the Chief's discretion. Persons currently in the rank of Police Commander as of the adoption of this contract shall not be considered to be appointed as described in this section and may only be removed in accordance with applicable provisions in this contract.

If any such employee is demoted by the Chief, the Officer shall normally be returned to the class grade from which the Officer was appointed and the Officer's salary shall be in accordance with said competitive classification with service time credited as continuous time in that competitive classification and with all salary increases to which the Officer would have been automatically entitled had he continuously remained in said competitive classification. If the Police Chief demotes an Officer to a class grade lower than that from which the Officer was appointed, the Officer retains all rights to appeal said demotion to the Civil Service Commission and the Commission may, pursuant to the Charter and its Rules and Regulations, restore the employee to the class grade from which the employee was appointed, but no higher; except as provided in this sentence, the Commission shall have no jurisdiction, power or authority to investigate or review or to alter the terms of any demotion made pursuant to this Section. For the duration of this Agreement, the necessary amount of staff to manage the department's needs (exclusive of the Police Chief) shall be subject to the terms of this Section.

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 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.

Section 5. In the event that an Officer is serving a probationary period in a position and is promoted to a higher position, the probationary period at the lower position shall be deemed to have been completed.

Section 6. The Association recognizes the City's right to assign or reassign Officers for any reason which will promote the good of the service and efficiency of the department. The City in turn recognizes that the administrative assignment or reassignment shall not be utilized, in whole or in part, for ~~the sole reason of~~ disciplining an Officer.

### ARTICLE 3 - NO STRIKE, NO LOCK-OUT

Section 1. The City agrees that it will not lock out the Officers covered by this Agreement, or any non-bargaining unit employees essential to the safety of the Officers or the performance of the Officers' duties.

Section 2. The Association agrees that neither it nor any of the Officers covered by this Agreement will permit, sanction, call, acquiesce or engage in any strike; sit-down; slow-down; speed-up; sick-out; sympathy strike; picketing for the purpose of inducing, influencing or coercing any of the foregoing change in the conditions or compensation or the rights, privileges or obligations of employment; or any other work stoppage or interference with the operation of the City for any reason.

Section 3. It is expressly understood and agreed that the refusal or concerted failure by any Officer and Officers covered by this Agreement to cross or work behind the picket line of any association, union or other organization shall constitute a violation of this Agreement. It is likewise understood and agreed that the refusal or failure of any

Officers covered by this Agreement faithfully and impartially to enforce the laws of the State of Texas and the ordinances of the City of El Paso at the site of or in connection with any labor dispute shall constitute a violation of this Agreement.

Section 4. Any Officer covered by this Agreement who participates in any action prohibited by this Article may be discharged, suspended, demoted and/or otherwise disciplined, at the option of the City. This Section shall be cumulative of any other rights the City may have by statute, at common-law or in equity against the Association and/or the employees covered by this Agreement.

Section 5. The City “~~shall not~~” furlough Officers, or any non-bargaining unit employees essential to the safety of the Officers or the performance of the Officers’ duties, during the term of this Agreement.

#### ARTICLE 4 – WAGES

##### Section 1. Base Pay and Steps

a. Wages shall be paid in accordance with the Wage Scales attached hereto as ~~Appendices A-1 through A-94, which are~~ effective as of the first pay period after the following dates: the signing the agreement

Appendix A-1: September 1, 2023

Appendix A-2: September 1, 2024

Appendix A-3: September 1, 2025

Appendix A-4: September 1, 2026

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 deputy chief~~executive assistant chief 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.

c. ~~Thereafter and upon their anniversary dates and upon successful completion of probation, all officers shall advance to the next higher level in their Class Grade. Officers will become eligible for the step increase in their new Class Grade on the first anniversary date following their advancement to the next higher level in their Class Grade.~~

~~completion of probation, all officers below the rank of deputy chief shall advance to the next higher level in their Class Grade. The Officer will become eligible for the step increase at their next anniversary date.~~

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

Formatted: Highlight

~~Gradesaid 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~~ Class Grade.

e. 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, sheriff's department, or county constables 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, or as a Federal or Military Police Officer is not considered qualifying experience towards years of service credit for step increases.

Officers hired under the Lateral Training Program will be given credit for experience as referenced above, but shall not receive credit for more than ten years' credit for experience. Officers will be placed into existing pay scales commensurate to their experience, to the best ability possible.

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 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.

f. The salary of a person covered by this Agreement will not be reduced upon promotion to another position, the minimum salary for which is less than that received at the time of promotion. In such case, advancement will be equal to a step increase in pay.

g. Officers who are promoted to sergeant 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

h. Any Officer of the rank of deputy chief or above who shall be a part of the bargaining unit as defined in Article 1 of this Agreement and who has not advanced in level pursuant to the procedures in City Ordinance 8064, shall nevertheless always receive the



same percentage increase, if any, negotiated as a cost of living increase in the levels for his or her Class Grade.

Sergeants, Lieutenants and Commanders who, at the time of promotion, have already completed a minimum of fifteen (15) years of continuous service with the City of El Paso Police Department will be eligible for placement into Level 9 after completing 3 years within the position.

## Section 2. Class Grades.

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

a.       

<u>CODE</u>	<u>CLASS TITLE</u>	<u>GRADE</u>
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
####	Police Executive Assistant Chief	P9

b. Promotion to sergeant will be pursuant to Examination under Civil Service Rules.

c. Promotions within the lieutenant and commander Class Grades will be pursuant to the Civil Service Rules.

## Section 3. Detective Pay.

b. ~~(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 the number of years since graduating from the Academy.~~

~~a. \_\_\_\_\_~~

~~e. \_\_\_\_\_~~

~~b. Any new officers and trainees who graduated with or after the 125th academy class must complete 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 are held to the 2 years of service eligibility to sit for detective examination. Officers hired under the Lateral Training Academy after calendar year 2021 will also need to complete a minimum of four (4) years as an El Paso Police Department officer in order to take the examination for promotion to detective.~~

~~c. Any placement of officers, excluding probationary officers, from detective to police officer shall be with cause. Such transfer shall constitute a demotion and shall be considered discipline, from which that Officer shall have the right of appeal as under any other disciplinary action.~~

~~Placement to a detective position will be based on Examination —~~

~~d. pursuant to Civil Service Rules;~~

~~e. Detective will be paid according to Appendices A-1 through A-84 hereto, and will receive additional pay as follows, effective September 1, 2024:~~

- ~~1. Years 4-8 of Service on the Department. Detectives shall receive additional pay of \$30 per month of premium pay in addition to their base pay.~~
- ~~2. Years 9-14 of Service on the Department. After completing eight (8) years of service as a detective, detectives shall receive additional pay of \$90 per month of premium pay in addition to their base pay.~~
- ~~3. Years 15+ of Service on the Department. After completing fifteen (15) years of service as a detective, detective shall receive additional pay of \$120 per month of premium pay in addition to their base pay.~~

~~d. \_\_\_\_\_~~

~~(b) Thereafter and upon their anniversary dates and upon successful completion of probation, all officers below the rank of deputy chief shall advance to the next higher level in their Class Grade. The Officer will become eligible for the step increase at their next anniversary date.~~

~~(c) Any Officer of the rank of deputy chief or above who shall be a part of the bargaining unit as defined in Article 1 of this Agreement and who has not advanced in level pursuant to the procedures in City Ordinance 8064, shall nevertheless always receive the same percentage increase, if any, negotiated as a cost of living increase in the levels for his Class Grade;~~

~~(d) Officers who are promoted to sergeant and above will be given the entry pay for the rank to which they are promoted or the next higher level which~~

Formatted: Highlight

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; Sergeants, Lieutenants and Commanders will be eligible for placement into Level 9 after completing 5 years within the position.

~~Sergeants, Lieutenants and Commanders who, at the time of promotion, have already completed a minimum of fifteen (15) years of continuous service with the City of El Paso Police Department will be eligible for placement into Level 9 after completing 3 years within the position.~~

~~(e) Any placement of Officers, excluding probationary officers transferred, from detective to police officer will be with cause, and that Officer has the right of appeal as under any other disciplinary action;~~

~~(f) Placement to a detective position will be based on Examination pursuant to Civil Service Rules;~~

~~(g) Promotion to sergeant will be pursuant to Examination under Civil Service Rules; and~~

~~(h) Promotions within the lieutenant and commander Class Grades will be pursuant to the Civil Service Rules.~~

#### Section 42. Shift Differential Pay.

~~Officers who are assigned to duty and actually work between the hours of 6:00 p.m. and 6:00 a.m. shall receive premium pay of 5%. If the shifts are overlapping Officers will only receive premium pay for the hours actually worked between 6:00 p.m. and 6:00 a.m. Effective January 2019, Officers, regardless of rank, who who are assigned to duty and actually work between the hours of 1800 hours to 0600 hours Monday through Thursday, and 1500 hours Friday to 0600 hours Monday, 6:00 p.m. and 6:00 a.m. shall receive premium pay of 6%. 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.~~

#### Section 53. Field Training Officer Pay.

~~Field Training Officers and assigned FTO Sergeants, who shall be appointed by or approved by the Chief, shall receive an additional 7% for officers and 3% for sergeants of their salary. Officers and Supervisors who are trained and certified as Field Training Officers or assigned as Field Training Officer Program Administrators shall receive 7% for~~

officers and 3% for supervisors added to their regular class grade and level pay during the period they serve and are assigned probationary officers or acting as program administrators, to include overtime pay. Upon completion of their duties, they shall revert to their regular grade and level pay.

Starting January 1, 2026, the above referenced amounts will change to 8% for officers and 4% for supervisors.

Section 64. Temporary Duty Pay.

An Officer who is required to perform the duties of a higher class title is entitled to 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.).

Any Officer whose employment is terminated by death, resignation, or retirement while acting in a temporary appointment shall nevertheless be paid the Officer's accumulated sick leave and vacation at the permanent rate.

Section 75. Hazard Pay. ~~The City shall itemize Officers' paychecks to reflect payment of wages, overtime, incentive pay, compensatory time, clothing allowance and longevity.~~

~~Section 6. Officers assigned to Headquarters Traffic who are assigned and operate a motorcycle shall receive Motorcycle hazard pay shall be \$125.00 bi-weekly as Motorcycle hazard pay to their regular pay.~~ If an officer is placed in a work status that does not require the officer to operate a motorcycle due to either: (1) the officer sustaining an off-duty injury or illness that does not permit the officer to operate a motorcycle for a period greater than 30 days; or (2) the officer seeks and obtains a temporary reassignment to a position not involving the performance of the operation of a motorcycle; then motorcycle hazard pay will cease until and unless the officer is returned to a status which requires the operation of a motorcycle.

Effective January 1, 2025, Motorcycle Hazard Pay shall be \$150.00 bi-weekly.

Section 87. Special Operations Group Pay.

All qualified Officers, regardless of rank, assigned to the Special Operations Group ("SOG") S.W.A.T., Bomb Squad and Crisis Negotiation teams shall receive Fifty Dollars (\$50.00) per month pay during each month of active assignment to a SOG Unit. SOG designation refers to S.W.A.T., CMT, Bomb Squad, COMSAR, Dignitary Protection, and all Canine Unit officers.

In addition to the listed units, -SOG Designation Duty Pay shall include designated Tactical Vehicle Operators trained and certified to operate SOG Tactical Vehicles (BEARCAT, BATT, Equipment Vehicles, and Command Post drivers) during emergency operations. SOG Vehicle Operators must be designated by the SOG Commander to receive SOG Duty Pay.

Section 9. Paychecks.

The City shall itemize Officers' paychecks to reflect payment of wages, overtime, incentive pay, compensatory time, clothing allowance and longevity.

## **ARTICLE 5 - HOURS OF WORK**

Section 1.

a. Officers are normally scheduled to work 40 hours per week in either five eight-hour shifts or four ten-hour shifts. Employees are guaranteed a minimum of 40 hours of work in each work week. A meal break and rest breaks may be taken in compliance with the Rules and Regulations of the Department. This Agreement shall not be construed to impose a maximum number of hours that an employee may work.

~~Section 1. Officers are normally scheduled to work 40 hours per week in five eight-hour days or four ten-hour days, this Agreement shall constitute a guaranteed minimum but no maximum number of hours of work in any day or week. A meal break and rest breaks may be taken during the eight hour shift schedule in compliance with the Rules and Regulations of the Department.~~

~~b. Departmental units which are currently on a four 10 hour day shift are expected to remain on a four 10 hour day shift. The Chief may implement the four 10 hour day shift at other departmental units at his discretion. The Chief will provide 30-days' notice to the any departmental unit prior to changing a departmental unit to or from a four 10 hour day shift work week. All oOfficers assigned to the five 8 hour or four 10 hour day shift shall have a minimum of two consecutive days off. For purposes of this provision, days off on Saturday-Sunday are considered consecutive days off. However, at the request of the Officer and, subject to the discretion and approval of the Department, the Officer may be granted split days off. The officer shall make a request for split days off in writing per Departmental procedure. A meal break and rest breaks may be taken during the ten-hour shift in compliance with the Rules and Regulations of the department.~~

~~Section 2.~~

a. All hours paid ~~for~~ in excess of 40 hours in a work week shall be paid at the rate of time and one-half of the Officer's "regular rate" of pay as that term is defined in

the FLSA, except as provided herein and in Article 11. An after hour telephone contact or discussion or an email communication shall be compensable in fifteen-minute increments however, the first fifteen minutes of such contacts shall be non-compensable unless such contacts in the aggregate exceed fifteen minutes, at which point, the entire time period will be compensated for each incident up until the incident has been resolved by both parties.

b. In no event shall an officer be paid in excess of two-and-one-half times the employee's regular straight-time. Only "Sick Leave & Sick Leave Dependent (SLP or SLD)" or Leave Without Pay & Absent Without Approval (LWO and AWO)" shall be counted as non-productive time for the purposes of accruing overtime.

Section 3.

a. Officers shall have the option of requesting compensatory time in lieu of overtime. Officers may accrue a maximum of ~~250~~220-hours of compensatory time. The Officers shall be allowed to use the accrued compensatory time under the same policies that exist for the use of vacation days. Officers may request compensatory time off in increments of one (1) hour or more. Every reasonable effort shall be made to allow officers to take their compensatory time.

b. The City and the Association agree to work collaboratively to determine when officers can request compensatory time in lieu of overtime. The parties agree to develop potential solutions for the next Collective Bargaining agreement no later than February 1, 2027.

Section 4.

a. The City shall not alter an Officer's regular schedule for the purpose of avoiding or reducing the payment of overtime except in the case of City-approved travel or training, and except as provided below. Officers must request proposed days off changes to the Department per departmental procedure. If an operational need arises that requires an officer to work on his or her scheduled days off, the City shall not change the officer's days off. Also in such event, the City shall not ask the officer to change his or her days off. The City is expressly prohibited from engaging in any conduct that could be construed as coercing an officer to change his or her days off. By way of example only, such acts can include, but are not limited to: requesting a change in schedule; negotiating or bargaining a change in schedule; mentioning or suggesting a change in shift or previously-established work hours; mentioning or suggesting a change in job duties; mentioning or suggesting a change in duty assignment; mentioning or suggesting an effect upon performance reviews or appraisals; mentioning or suggesting discipline; mentioning or suggesting the loss of future opportunities with the employer; and mentioning or suggesting loss of or damage to the employee's reputation.

b. The employer may change the days off for employees assigned to the Metro Unit, PAR, TAC or Gangs for the purposes of meeting the operational needs of those

departmental units or to address crime trends. In such event, the employee will not expect such change in schedule to result in overtime hours. This paragraph does not apply in the case of a special event, emergency or other operational need that involves the mobilization of employees from departmental units other than the Metro Unit, PAR, TAC or Gangs. In such event, paragraph a. above shall apply to all employees, including employees assigned to the Metro Unit, PAR, TAC and Gangs.

Section 5.

a. —If an Officer is scheduled to work on a holiday but the department determines that the Officer is non-essential, then providing the Officer with the holiday off is not a violation of this provision. The City shall not make a determination regarding the status of an Officer as being essential or non-essential for the purpose of avoiding or reducing the payment of overtime or compensatory time in accordance with this Section and Article 11 (Holidays).

b. For purposes of this Article, "essential" personnel normally include Officers in Patrol, Traffic, CSU, Fusion-Real Time Crime Watch Center, and Records. However, the Police Chief retains discretion to release or call additional personnel to work due to operational needs or situations involving critical incidents. In so doing, the Chief will provide Officers with the maximum advance notice consistent with meeting operational needs.

Section 65.

a. If an Officer is called back to duty or subpoenaed to give testimony in court about events arising out of City employment, while the employee is on vacation or on a holiday, the Officer shall be paid for the vacation or holiday hours and shall also be paid for the hours actually worked or which the employee spends in court until the employee is released. In any such case, the Officer shall be deemed to have worked a minimum of three hours if the Department calls back the Officer to duty. If an Officer on sick leave or funeral leave is called back to work or subpoenaed under similar circumstances, the Officer shall be deemed to be at work (with a minimum of three hours work) and the time so spent shall not be charged to the Officer's accumulated sick leave.

b.(a) A telephone contact or discussion shall be compensable in fifteen minute increments; provided that, if the contact or discussion is necessitated by the employee's negligence, the first fifteen minutes of such contact shall be non-compensable.

Section 76.

a. If an Officer is called back to duty or subpoenaed to give testimony in court, whether in criminal or civil actions, about events arising out of City employment, when the Officer would otherwise be off duty, the Officer shall be deemed to have worked a minimum of three hours; even if call back is canceled. The call-back time provided for in

this and the preceding Section shall be inapplicable where the additional working time is immediately prior to or following any other time worked by that employee.

b. The call-back time provided for in this and the preceding Section shall be inapplicable where the additional working time is within 2 hours immediately prior to or following any other time worked by that employee, including other events that would otherwise qualify as call back.

~~Section 78.~~

The provisions of Sections ~~65~~ and ~~76~~ of this Article regarding payment for time which an employee spends in court shall be inapplicable where the employee is a party to the proceeding, except proceedings arising out of City employment, or where the employee is to be compensated for such time by any other person, as where the employee is being subpoenaed to testify as an expert witness.

~~Section 9.8.~~

Officers subpoenaed by a charged officer to testify before an arbitrator or a hearing examiner about operative facts and job ability shall be paid at the Court time rate set forth in Section 4. Two Officers only subpoenaed by a charged officer to testify before an arbitrator or a hearing examiner about the officer's character shall be paid at the court time rate. If the hearing is when the charged officer is not regularly scheduled to work, the time shall be unpaid. If the hearing is scheduled to be held when the officer is on-duty, the City has the option of paying the officer or re-scheduling the hearing to a date the officer is on their regularly scheduled days off.

~~Section 109.~~

a. The City shall provide each Officer with a minimum of 32 hours paid in-service training and 8 hours of firearms training during the contract year. The Chief retains the right to assign any Officer to any in-service training program. If an Officer is scheduled to attend in-service or firearms training during the contract, attendance is mandatory.

~~b.(a)~~ Notwithstanding any other provisions of this Agreement, the following may apply when the department contracts with a person or firm outside of the El Paso Police Department to provide in-service training: When an employee (including an employee who is normally scheduled to work eight hours, with a one-half hour paid lunch period) is assigned to spend eight hours of in-service training, he shall be given and shall take a one-hour unpaid lunch break.

~~Section 110.~~

The City reserves the right to place Officers on standby status at their residence at the overtime rate. In such a case, the Officer shall be deemed to be working for only the



actual hours that he is on stand-by. At the discretion of the authorized individual who places the Officer on stand-by status, the employee may be instructed to remain at his residence during the time he is being paid to stand by. If the authorized individual who places the Officer on stand-by status gives the employee permission to leave his residence while on stand-by, the authorized individual may condition such permission on the Officer's taking with him any appropriate uniform and/or dress clothes while he leaves home.

—Section 1~~2~~4.

Where scheduling and manpower contingencies permit, the City will arrange an Officer's work schedule so as to permit the employee to attend college.

—Section 1~~3~~2.

For the purposes of this Article, Commanders, Deputy Chiefs, Assistant Chiefs, and Executive Deputy Assistant Chiefs—and ~~Commanders~~—shall be considered exempt employees and shall not be eligible for overtime under this agreement.

—Section 1~~4~~3.

K-9 Officers will utilize, and be compensated for, one hour of their regularly scheduled shift as “kennel care” for the canine(s). K-9 Officers shall be compensated one (1) hour of overtime pay for “kennel care” for the canine(s) on their regularly scheduled day off.

—Section 1~~5~~4.

Officers responding to police emergencies outside of the City limits shall be compensated in accordance with all provisions of this contract from the departure time (El Paso) to the arrival time of the destination provided that the Officer is required to be in approved uniform attire and required to carry their duty weapon. While at the assignment site, Officers shall be compensated in accordance with all provisions of this contract.

## ARTICLE 6 - INCENTIVE PAY

Section 1. The City shall pay each employee holding an Intermediate Proficiency Certificate granted by the Texas Commission on Law Enforcement Officers Standards and Education the sum of \$75.00 per month. The City shall pay each employee holding an Advanced Proficiency Certificate granted by the Texas Commission on Law Enforcement Officers Standards and Education the sum of \$105.00 per month. The City shall pay each employee holding an Intermediate Certificate granted by the Texas

~~Commission on Law Enforcement Officers Standards and Education the sum of \$75.00 per month.~~

Effective September 1, 2025, the City shall pay each employee holding an Intermediate Proficiency Certificate granted by the Texas Commission on Law Enforcement Officers Standards and Education the sum of \$83.33 per month. The City shall pay each employee holding an Advanced Proficiency Certificate granted by the Texas Commission on Law Enforcement Officers Standards and Education the sum of \$125.00 per month. The City shall pay each employee holding a Master Proficiency Certificate granted by the Texas Commission of Law Enforcement Officers Standards and Education the sum of \$166.66 per month.

Employees will receive pay under this section for only one TCOLE Proficiency Certification level.

Section 2. Effective September 1, 2026, Employees holding special duty assignments that require specialized training and/or frequent response outside of regular duty hours will receive a monthly special duty assignment payment.

Officers assigned to Metro Unit, Sex Offender Registration Teams, Commercial Vehicle Inspections, Headquarters Traffic Enforcement, DWI Task Force, PAR, Crimes Against Persons (CAP), Crimes Against Children (CAC), Polygraph Examiners, and Animal Cruelty Investigations shall receive a \$500 yearly stipend. Officers assigned to CIT, Special Traffic Investigations, Crime Scene Investigations, Narcotics, Gangs, Auto Theft Task Force, EPPD Academy Staff, TAC, and Tactical Flight Officers shall receive a \$1000 yearly stipend.

Formatted: Highlight

Section 3. Effective September 1, 2025, the City shall pay each employee holding an Instructor Proficiency Certification granted by the Texas Commission of Law Enforcement a stipend in the sum of \$250.00 per year. Additionally, the City shall pay each employee holding a Firearms Instructor Proficiency Certification granted by the Texas Commission of Law Enforcement a stipend in the sum of \$250.00 per year. Instructor Proficiency Certification pay as described in this section shall be issued in one lump sum payment in the month December for each calendar year. Employees will be required to submit an Instructor Pay Verification Form signed by the Academy Director or designee to Payroll no later than December 1<sup>st</sup> of each year. Payments to the Officer shall be paid no later than December 15<sup>th</sup> of each year.

Certified Instructors must teach a minimum of three (3) courses within each fiscal year in order to qualify for this Instructor Proficiency Certification incentive pay. Training instruction logs are, and will continue to be maintained at the El Paso Police Academy. Instructors must be listed and sign-in on training logs at the time of instruction. Failure to maintain the minimum training requirements shall revoke the right of the employee to obtain this incentive pay.

Section ~~42~~. This section shall apply to the highest degree held by the Officer. As used in this Section, the phrase "accredited college or university" shall have the same meaning as defined in Section 211.1 of the regulations of the Texas Commission on Law Enforcement Officers Standards and Education.

~~Commencing June 1, 2019~~, the City shall pay each employee holding an Associate's degree granted by an accredited college or university the sum of \$75.00 per month. The City shall pay each employee holding a Bachelor's degree granted by an accredited college or university the sum of \$175.00 per month. The City shall pay each employee holding a Master's degree granted by an accredited college or university the sum of \$200.00 per month.

Commencing September 1, 2025, the City shall pay each employee holding a Bachelor's degree granted by an accredited college or university the sum of \$200.00 per month. The City shall pay each employee holding a Master's degree granted by an accredited college or university the sum of \$250.00 per month.

In order to receive pay under this section, the degree must be in law enforcement related studies. The Chief retains the discretion to determine if the degree is related to law enforcement. Law enforcement degrees include but are not limited to Criminal Justice, Public Administration, Homeland Security, Political Science, Psychology, Sociology, Intelligence, Criminalistics and Business Administration. Upon request made prior to commencement of a course of study, the Chief will provide advance notice to an Officer concerning whether a chosen degree qualifies for payment under this section.

Officers who have already earned or commenced an Associates', Bachelors' or Masters' degree at the signing of the Agreement shall be grandfathered and will receive the corresponding incentive pay related to their level of education.

Section ~~35~~. To ensure records are accurate and incentive pay is timely issued, officers are responsible for reporting and providing proper documentation to the El Paso Police Department Training Director or his designee to show that the officer has completed training and education received outside the Department. Officers are not entitled to retroactive incentive pay. Incentive pay shall begin on the date that the officer has reported and provided the proper documentation to the El Paso Police Department Training Director or his designee.

Section ~~64~~. Pension contributions will be made on any cash payments under this Article.

Section 7. The Parties agree to work together to develop a secondary language proficiency certification program. A work group will be established to identify relevant secondary languages and methods of testing proficiency of secondary languages.

Section 8. The Parties agree to address the issue of longevity pay in the succeeding contract to this Agreement.

## **ARTICLE 7 - PENSIONS**

For the duration of this Agreement, the City shall contribute to the Firemen and Policemen Pension Fund a sum equal to triple the employee's own contribution to such Fund; provided that, in no case shall the City's contribution exceed 18.5% of an employee's salary, longevity, premium pay, incentive pay, and overtime pay, unless a higher amount is set in accordance with Article 6243b of the Texas Revised Civil Statutes.

## **ARTICLE 8 - INSURANCE AND BENEFITS**

Section 1. For the duration of this Agreement, the City shall provide term life and accidental death and dismemberment insurance policies of \$50,000.00 for Officers, and term life insurance policies of \$2,000.00 for the Officers' spouses and \$1,000.00 for the Officers' dependent children as defined by the Group Life Insurance Policy Booklet.

### **January 1, 2019 to December 31, 2019:**

~~An Officer may choose to be covered by the High Deductible Plan (Consumer Driven Health Plan), the Basic/Core Plan, or the Buy Up Plan. The Officer must contribute to the selected Plan at the rate of contribution specified in this Subsection. Those rates are:~~

#### Consumer Driven Health Plan

Employee Only	\$ 39.93 two pay periods per month
Employee + 1	\$ 93.30 two pay periods per month
Employee + 2 or more	\$146.64 two pay periods per month

#### Basic/Core Plan

Employee Only	\$ 62.75 two pay periods per month
Employee + 1	\$138.98 two pay periods per month
Employee + 2 or more	\$215.21 two pay periods per month

#### Buy Up Plan

Employee Only	\$170.20 two pay periods per month
Employee + 1	\$358.54 two pay periods per month
Employee + 2 or more	\$546.83 two pay periods per month

### **January 1, 2024 to December 31, 2027.**

a. An Officer may choose to be covered by the High Deductible Plan (Consumer Driven Health Plan), or the Basic Plan. The Officer must contribute to the selected Plan two pay periods per month at the rate of contribution specified in this Subsection. Those rates are:

<b>CDHP</b>	<b>2024<del>20</del></b>	<b>2025<del>4</del></b>	<b>2026<del>2</del></b>	<b>2027<del>3</del></b>
Employee Only	<del>\$5.60</del> <u>12.40</u>	<del>\$6.83</del> <u>14.63</u>	<del>\$8.33</del> <u>16.67</u>	<del>\$10.16</del> <u>18.34</u>
Employee & Spouse	<del>\$29.81</del> <u>66.04</u>	<del>\$36.37</del> <u>77.93</u>	<del>\$44.37</del> <u>88.84</u>	<del>\$54.13</del> <u>97.72</u>
Employee & Child (ren)	<del>\$15.60</del> <u>34.56</u>	<del>\$19.03</del> <u>40.78</u>	<del>\$23.22</del> <u>46.49</u>	<del>\$28.33</del> <u>51.14</u>
Employee & Family	<del>\$33.97</del> <u>75.25</u>	<del>\$41.44</del> <u>88.79</u>	<del>\$50.56</del> <u>101.23</u>	<del>\$61.68</del> <u>111.35</u>

<b>BASIC</b>	<b>2024<del>0</del></b>	<b>2025<del>4</del></b>	<b>2026<del>2</del></b>	<b>2027<del>3</del></b>
Employee Only	<del>\$72.75</del> <u>88.76</u>	<del>\$72.75</del> <u>102.96</u>	<del>\$72.75</del> <u>122.52</u>	<del>\$72.75</del> <u>149.47</u>
Employee & Spouse	<del>\$194.97</del> <u>270.13</u>	<del>\$202.77</del> <u>313.35</u>	<del>\$210.88</del> <u>372.89</u>	<del>\$221.42</del> <u>454.93</u>
Employee & Child (ren)	<del>\$140.59</del> <u>194.79</u>	<del>\$146.21</del> <u>225.95</u>	<del>\$152.06</del> <u>268.88</u>	<del>\$159.66</del> <u>328.04</u>
Employee & Family	<del>\$215.21</del> <u>311.10</u>	<del>\$235.00</del> <u>360.88</u>	<del>\$245.00</del> <u>429.44</u>	<del>\$255.00</del> <u>523.92</u>

b. The City shall contribute \$750 to each officer's Health Savings Account for officers selecting the CDHP Employee Only program for each of the years the officer contributes. The City agrees to contribute \$1,500 to each officer's Health Savings Account for officers selecting the CDHP Employee & Spouse, Employee & Child, and Employee & Family programs for each of the years the Officer contributes. HSA regulation restrictions apply. City contributions to an officer's HSA may be prorated based on effective date of enrollment.

cb. Program & Coverage Requirements. An Officer's participation in a Plan is subject to all program and coverage requirements, policies and conditions established by the City for such Plan. The requirements, policies and conditions shall not be amended during the term of this Agreement without the parties' mutual consent except for any changes mandated by federal and/or state law.

de. Health Benefits. The benefits provided to Officers and their family members under the Plans effective at contract adoption are those provided to non-Uniform employees as benefits are reflected in the Schedule of Benefits attached to this Agreement as Appendix ~~JK~~. The benefits provided will not be changed during the term of this Agreement absent the parties' mutual consent.

ed. Dental & Optical Benefits. During the term of this Agreement, the City will provide Officers and their family members a dental and optical benefit program equivalent to that in effect at contract adoption.

fe. Cafeteria and Health Savings Account Plans. In addition, Officers covered by this Agreement will be considered eligible to participate in the City's Section 125

Cafeteria Plan and the City's Health Savings Account Plan. The City agrees to allow the CLEAT Benefit Plan and Trust (dental and vision plan) to be offered in the City's Section 125 Cafeteria Plan.

**g.f.** No Pension Contributions. No pension contributions will be made on any cash payments under this Section.

Section 3. The City agrees to meet with the Association periodically during the term of this Agreement regarding Health Benefits.

Section 4. The City shall employ a person with insurance expertise who will, among the person's other duties, assist employees who, having filed their claim, have complaints or conflicts with the insurance carriers or benefit administrator.

Section 5. The City, at no premium cost to it, will cooperate with the Association in providing optional Term Life Insurance upon the life of Officers under terms specified in the City's Group Life Insurance Policy booklet.

Section 6. In advance of the first enrollment period occurring after the effective date of this Agreement, the City will provide trained personnel to conduct training seminars to Officers on all health plans available to Officers.

Section 7. The City will allow payroll deductions to Officers for Supplemental Insurance premiums for up to six providers designated by the Association, provided that the designated providers comply with City vendor policies and procedures and do not require additional information added to the City's HRIS system. The City will not charge an administrative fee to the Officers or Association for making the deductions for the designated providers.

## **ARTICLE 9 - UNIFORMS AND EQUIPMENT**

Section 1. Each employee shall be responsible for providing their own hand gun and footwear.

Section 2. The City shall furnish a winter jacket, required accessories and uniforms, consisting of 6 uniform shirts and four pairs of pants. The officer will decide the type of shirts needed, except 1 long sleeve is required for Class A Uniforms.

The City shall also furnish an appropriate impact weapon that is approved by the Department and that the employee is certified to use.

The City shall furnish vests to each officer who requests one.

The City shall also properly equip the appropriate Departmental units, as selected by the Chief, with shotguns and required related accessories.

Each officer shall be issued a vest and will be required to wear it based upon policy and procedure.

Section 3. The City shall replace each uniformed Officer's winter jacket, required accessories and uniforms as they wear out due to normal wear and tear or where they are irreparably damaged in the line of duty through no negligence of the employee. Each Officer shall be responsible for replacing at the employee's cost any of the foregoing in which the loss or irreparable damage is due to carelessness. The City shall initially determine whether any piece of clothing or equipment referred to in this Section is worn out and should be replaced, subject to the grievance procedure contained in Article 21.

Section 4. Effective January 1, 2025, tThe City shall pay a ~~\$650~~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. No pension contributions will be made on any cash payment s under this Section.

Section 5. The City shall furnish to each employee a copy of the following:

- (a) The Police Department Rules and Regulations and General Orders;
- (b) A booklet describing benefits of employment available to City employees;
- (c) This collective bargaining Agreement and any contract amendments or modifications during the term of this Contract;
- (d) The Texas Code of Criminal Procedure
- (e) The Texas Penal Code;
- (f) The Texas Motor Vehicle Laws;
- (g) The Texas Family Code;
- (h) The Texas Controlled Substances Act; and
- (i) A current copy of the Civil Service Rules and Regulations.

The documents listed above will be made available on an intra-department website and provided in paper form upon written request to the Office of the Chief of Police.

Section 6. The City shall supply 18 rounds of ammunition to those officers carrying revolvers and sufficient rounds of ammunition to fill 3 magazines for those officers carrying semi-automatic weapons.

## ARTICLE 10 - VACATIONS

Section 1.~~2~~ An employee shall accrue vacations 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

Section 2. Officers shall be permitted to accumulate up to ~~440-500~~ 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 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.

Section 3. An Officer who has accrued vacation time to the Officer's credit at the time of the termination of the Officer's employment shall either:

- (a) Be permitted to take the Officer's accrued vacation; or
- (b) Be paid in a lump sum payment or in quarterly installments up to one year the salary equivalent of the accrued vacation. Effective upon execution of this Agreement, the term salary equivalent as used in this paragraph shall be defined as including longevity and incentive pay.

Section 4. The El Paso Municipal Police Officers' Association, in consideration of the City of El Paso granting additional days vacation agrees to defend, to indemnify and to hold the City of El Paso harmless from any and all claims brought or actions filed against the City of El Paso under those portions of Texas Local Government Code Sections 142.0014 & 142.0015 that deal with vacations, whether such claims or actions be rightfully or wrongfully brought or filed, and against all cost incurred by the City of El Paso.

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. Employees will be paid in a lump sum payment the salary equivalent of the accrued leave, up to 80 hours.~~Effective on or before July 1, 2019, and each July 1<sup>st</sup> thereafter, the City shall post a notice as to whether the City intends to purchase accrued vacation leave, Comp Time or Sick Leave from Officers, and if so, the maximum number of accrued vacation hours the City intends to purchase from individual officers or the police department as a whole. If the total hours~~



~~tendered to the City from all Officers exceed the amount the City desires to buy back, it may allocate each Officer's sell back amount on a pro rata basis. Subject to the foregoing sentence, each Officer may elect to sell back to the City accrued vacation leave not to exceed 80 hours per fiscal year; provided that, an Officer who elected to sell back any such hours must retain, after such sell back, not less than 80 additional hours of accrued vacation leave. Selling vacation leave hours to the City under this provision shall be in lieu of any other option to use vacation days under this Agreement or any other City policy or practice. The City shall distribute funds under this provision in cash directly to the officer.~~

Section 6. The current practice concerning selection of vacation days will be continued during the life of the Agreement. Officer's request for vacation days will not be denied unless necessitated by the legitimate operational needs of the Department.

Section 7. Overpayment of Worker's Compensation Benefits or Supplement Payment.

a. In the event the employee receives overpayment of workers' compensation benefits or AWP supplement payments, the employee shall cooperate with the Human Resources Department to correct and repay any payment errors in a manner prescribed by the Human Resources Director. Such repayment includes assignment and repayment from the employee's future wages or by reduction of any accrued leave balances. The employee will be notified of the overpayment. The employee will be notified 30 calendar days before any repayment from the AWP supplement and/or employee's future wages or reduction of any accrued leave balances occurs. No employee shall be obligated under this Section unless and until the city provides a complete, accurate, legible and orderly accounting, in writing, of the overpayment to the employee. Such accounting must include the dates and dollar amounts of each individual overpayment; and such individual amounts must sum to the total amount of the overpayment that the city alleges the employee to owe.

a.b. Any overpayment will be repaid by an employee at an amount not to exceed \$100.00 per paycheck until the overpayment is repaid. Employees may elect to pay the entire amount of the overpayment in one payment or in payments larger than \$100.00 per paycheck at their option. The repayment will begin when the employees returns to work from injury. Interest shall not be assessed on any amount owed. In the event the employee retires, is terminated, or voluntarily terminates his/her employment with the City prior to the overpayment being paid in full, the balance of the overpayment becomes immediately due in full to the City. Employees may elect to pay the balance of the overpayment out of any vacation or sick leave balances that are due as provided in this Agreement.

## ARTICLE 11 - HOLIDAYS

Section 1. The following days shall be paid vacation holidays:

New Year's Day	Labor Day
----------------	-----------

Martin Luther King Day	Veterans Day
<u>Cesar Chavez Day</u>	Thanksgiving
Memorial Day	Friday after Thanksgiving Day
<u>Juneteenth</u>	Christmas Day
Independence Day	Employee's Birthday

**Section 2. Non-Shift Officers.** Officers who are regularly scheduled to work Monday through Friday will receive paid time off for holidays.

When any holiday listed above falls on a Saturday, the preceding Friday may be considered the holiday. When any holiday listed above falls on a Sunday, the following Monday may be considered the holiday.

**Section 3. Four-10 Hour Shift Officers.** In conjunction with the four-10 hour day program as set forth in Article 5 (Section 1) of this Agreement, the ten (10) hour shift Officers will be compensated for holidays as follows:

Officers not working the holiday, when the holiday is normally a scheduled work day, will receive ten (10) hours pay so as not to go below a forty (40) hour work schedule for the week.

Officers who actually work the holiday will receive it at the overtime rate in addition to their forty-hour schedule for the week.

Officers not working the holiday, when the holiday is a scheduled day off, will be paid for the holiday at the straight-time rate.

**Section 4. Five-8 Hour Shift Officers.** Officers assigned to Five-8 Hour shifts will be compensated for holidays as follows:

Officers not working the holiday, when the holiday is normally a scheduled work day, will receive eight (8) hours pay so as not to go below a forty (40) hour work schedule for the week.

Officers who actually work the holiday will receive the additional pay at the overtime rate in addition to their forty-hour schedule for the week.

Officers not working the holiday, when the holiday is a scheduled day off, will be paid for the holiday at the straight-time rate.

**Section 5.** Officers working ten (10) hours four days a week shall receive ten (10) hours for their employee birthday holiday. Officers working eight (8) hour days will receive eight (8) hours for their employee birthday holiday.

**Section 6.** If the city provides non-bargaining unit employees with an additional holiday, members of the bargaining unit shall receive the additional holiday. However, the City will not reduce the total number of holidays during the term of this Agreement.

## **ARTICLE 12 - FUNERAL AND PARENTAL LEAVE**

Funeral leave shall be as set out in the Civil Service Rules at the time of the execution of this Agreement.

Family and medical leave shall be as set out in Civil Service Rule 13 and City Ordinance No. 8064 at the time of the execution of this Agreement.

## **ARTICLE 13 - CIVIL LEAVE**

All civil leave shall be granted in accordance with Section 4.6 of City Ordinance No. 8064 except that an Officer will receive leave with pay for a total of eight (8) hours. The leave for graveyard Officers will be granted in four (4) hour increments with the last four (4) hour increments with the last four (4) hours of the shift prior to jury duty and the remaining four (4) hour in the first four (4) hours of the shift immediately following jury duty. For graveyard Officers on a four 10-hour shift, the leave granted will be ten (10) hours, divided five (5) and five (5). Shifts will not be flexed to avoid the operation of this Article.

## **ARTICLE 14 - LEGAL DEFENSE FOR POLICE OFFICERS**

Section 1. In the event that a civil action is filed against an Officer for conduct arising out of the official performance of police duties, the City shall provide legal representation to said Officer under the terms and conditions of this Article. This Article is applicable if an Officer retires in good standing and a civil action is filed against an Officer for conduct arising out of the official performance of police duties. The City shall be liable to said attorney for reimbursement of the attorney's reasonable "out-of-pocket expenses" incurred in connection with said representation, which shall include reasonable travel expenses, depositions and court costs, but shall not include overhead, including but not limited to telephone calls, secretarial services, or copying expenses and the like. Furthermore, reasonable out-of-pocket expenses shall not exceed ~~\$750~~500.00 per case; however, any excess over ~~\$750~~500.00 may be approved on an item by item basis by the City at its sole discretion. The City shall have the option, within its sole discretion, of hiring an outside attorney or providing legal representation through its City Attorney's Office. Such option may be exercised by the City at any time. If the option is exercised by the City the Officer shall be furnished a list of ten (10) attorneys from which the Officer may choose an attorney to represent the Officer. The list of attorneys will be compiled by the City and

Association, each furnishing five (5) attorneys for the list who have civil trial experience. The City and Association each reserve the right to remove an attorney on the list if that attorney is otherwise disqualified pursuant to the Texas Disciplinary Rules of Professional Conduct. The City may remove an attorney on the list if that attorney is ~~currently~~ engaged ~~in representing an officer~~ in civil litigation, claim, or other dispute or proceeding against the City or any of its agents who are named parties. If either party intends to remove an attorney for the above stated reasons it shall notify the other party in writing at least 14 calendar days in advance of such a removal. The parties may mutually agree at any time to remove an attorney on the list, temporarily or permanently or fill a vacancy. In reaching an agreement to remove an attorney from the list, neither party shall unreasonably withhold its consent or acquiescence to the removal.

Section 2. The City shall have no obligation to provide legal representation where:

- (a) The employee's conduct giving rise to the civil action constitutes gross or wanton negligence, recklessness, or intentional wrongdoing;
- (b) The employee's conduct giving rise to the civil action is outside the scope of the employee's employment; or
- (c) Legal representation other than that provided by the Association or C.L.E.A.T., Inc. is provided by a third party, such as automobile liability insurance, errors and omissions insurance, or the like.

Section 3. A determination of the City's obligation to provide legal representation for Officers shall initially be made by the City's attorney. If the City's attorney makes the determination that the City should not be responsible for representation, the City and its attorney shall have no responsibility toward the employee unless such determination is reversed. After the initial determination denying representation is made, the Association's attorney shall confer with the City's attorney to decide whether the City shall provide representation or not. If the City's attorney and the Association's attorney cannot reach an agreement, a third attorney, mutually agreeable to the parties, or, in the event that the parties cannot agree on a third attorney, one selected in accordance with the procedure set forth in Section 4, Article 21, shall review the facts and make a final and binding determination.

Section 4. All Officers accorded a legal defense by the City under this Article shall cooperate fully with the City's attorneys and shall provide information to the City's attorneys as requested, for the entire duration of the case, including appeals. Where insurance coverage is available, Officers shall, in a timely manner, notify the insurance carrier of any incident, with a copy of such notification to the Chief of Police. Where an insurance carrier would have provided representation but for the Officer's failure to timely notify or cooperate with the carrier or other conduct that justifies an insurance carrier's refusal to represent an employee, the City shall have no obligation to provide

representation. Furthermore, any failure of the employee to cooperate with the City's attorney or otherwise violate provisions of this Section shall be grounds for denial of legal representation or termination of such obligation.

Section 5. No provision of this Article shall in any way affect other rights or remedies that the City may have.

## **ARTICLE 15 - SICK LEAVE**

Section 1. An employee shall accumulate sick leave at the rate of 10 hours per month from the first day of employment.

Section 2. An employee has unlimited accumulation of sick leave.

Section 3. As an incentive to minimize abuse of sick leave, an employee shall be allowed to use, subject to the needs of the department, 50 hours of the allotted 120 hours sick leave per year for personal business, either on an hourly or full-day basis. If an employee has perfect attendance, per the City of El Paso Perfect Attendance guidelines, 80 hours of the allotted 120 hours sick leave may be used for personal business, either on an hourly or full-day basis, subject to the needs of the department.

Section 4. An officer shall be allowed to take sick leave with pay for Immediate Family (as defined within City Policy or Civil Services Rules at the signing of the contract) related illnesses. Such request must be made at least one hour prior to the officer's shift and shall be limited to two days per occasion. An occasion can mean per dependent or for different types of medical appointments.

Section 5. Workers' compensation appeals shall be filed with the Texas Division of Workers' Compensation of the Texas Department of Insurance. Accident with pay (AWP) appeals shall be processed in accordance with Section 4.4 of City Ordinance No. 8064. The AWP provisions will comply with Ordinance 8064, Section 4.4 or any revisions to this Ordinance, with the following modifications:

(a) The requirement to report an occupational injury within 48 hours will be measured from the point that the Officer knew s/he had received a work-related injury if the Officer had no reasonable basis to suspect s/he was injured. For the purpose of this Agreement, the date of the occurrence of an injury is the date the employee knew or should have known the injury was job related.

(b) AWP is an employer's salary supplement that is payable when an Officer sustains an injury or illness covered by workers compensation. Officers who receive an injury or illness while engaged in a law enforcement related activity which activity would require peace officer status may be granted AWP status extensions in sixty (60) calendar

day increments, after the initial injury leave, if they provide current medical evidence which indicates such Officer has a recoverable injury or illness. Current medical evidence will be provided to the Chief and will reflect any change in the Officer's status. A report of current medical status from the Officer's treating physician shall suffice as current medical evidence. A "recoverable injury or illness" means such injury or illness, that when the Officer is released to return to work, the Officer will in the opinion of his or her physician, be able to perform the essential functions of the position which were required at the time of the injury or illness. While on AWP employees shall not be required to use sick leave or vacation leave. Employees shall continue to accrue all sick and vacation leave while on AWP status.

(c) If AWP leave is approved, AWP leave will be available for the first seven (7) calendar days of disability not initially paid by workers' compensation benefits. The officer will not be required to use annual or sick leave for this first seven days of disability.

Section 6. The Police Chief retains the right to require a medical certificate in a form satisfactory to the Chief before an employee shall be paid sick leave under the provisions of this Article. The department will only require doctor's notes of bargaining unit employees who:

- (a) Call in sick the calendar day before the calendar day of or the calendar day after a holiday;
- (b) Call in sick more than two calendar days in a row; or
- (c) Have been investigated and shown to be abusing sick leave by IAD and order to by the Chief of Police.

Section 7. The employee, the employee's heirs or the employee's legal representative shall be compensated in cash for any unused accumulation of sick leave up to the maximum of ~~800700~~ hours at the employee's basic hourly rate of pay, at the time of the employee's death, resignation, termination or retirement. In the case of any unused accumulation of sick leave in excess of ~~800700~~ hours, an employee who has completed ten years of service, the employee's heirs or the employee's legal representative shall be compensated in cash for such hours of unused sick leave in excess of ~~800700~~ hours up to a maximum of ~~1,300+200~~ hours in an amount equal to one hour's pay for every four hours of unused, accumulated sick leave at the employee's hourly rate of pay, at the time of the employee's death, resignation, retirement or termination.

Section 8. Upon the retirement or resignation of an employee from the City of El Paso, twenty-five percent (25%) of the employee's excess unpaid sick leave shall automatically transfer to the Association for the sole purpose of being added to the Shared Leave Bank.

Section ~~98~~. Any employee who is entitled to receive accumulated sick leave cash compensation under this Article shall have the option to be paid the same in a lump sum payment. If, during the term of this Agreement, the City allows substantially all non-

bargaining unit employees to apply such compensation to payment of the employee's share of costs associated with his retirement health insurance, it shall also allow bargaining unit employees to do so under the same terms.

#### **Section 910. Shared Leave Program.**

##### **A. POLICY:**

This program allows covered employees to voluntarily donate accrued sick and/or vacation leave to a bank for the use of, and to help alleviate the financial hardship caused by "catastrophic injuries or illnesses" or "life-threatening illnesses or injuries" as defined herein, which force an employee to exhaust all paid leave time earned and subsequently lose compensation from the City. The EPMPOA Board of Directors will be the final and binding decision when it comes to approval of Shared Leave or definitions of "catastrophic injuries or illnesses" or "life-threatening illnesses or injuries"

This policy does not circumvent the application of the Family and Medical Leave Act (FMLA) nor does it alter or revise any City policy or procedure regarding the application of the FMLA. Nothing in this policy shall be construed so as to be a legal entitlement to receive a leave of absence nor to obligate the City to grant a leave of absence except as may be granted to an employee pursuant to the City Charter and the Civil Service Commission Rule 13. Employees who are not taking FMLA leave nor been granted a leave of absence are not permitted to receive shared leave under this policy.

Shared Sick Leave is a benefit available to covered employees within the parameters of this program and any Shared Leave granted is not considered earned sick leave for which a covered employee may be compensated for cash upon the employee's death, resignation, termination or retirement pursuant to Article 15, Section 8. Any unused Shared Leave reverts back to the program in accordance with Section 9, E, 5 of this Article.

##### **B. DEFINITIONS:**

1. "Administrator" means the person or persons designated as Administrator by the Board of the El Paso Municipal Police Officers Association.
2. "Bank" means the combined sick and vacation leave donated by covered employees for allocation to eligible recipients.
3. "Board" means the Shared Leave Bank Board which consists of the authorized designees of the EPMPOA.
4. "CBA" means the Articles of Agreement by and between the City of El Paso and the El Paso Municipal Police Officers Association (EPMPOA).

5. "Life-threatening illness or injury" is defined as a severe medical condition, identified as life-threatening by a medical doctor, which is non-job-related and which has a prolonged negative effect on the covered employee's or family member's health and incapacitates the employee or family member for an extended period of time. Such conditions require in-patient hospital care, or prolonged out-patient care as determined to be medically necessary by a licensed physician.

6. Such conditions include but are not limited to Cancer, AIDS, Heart Attack and Stroke.

7. "Catastrophic Injury or Illness" is defined as an unanticipated, non-job related, not self inflicted injury or illness, and requires a covered employee's absence without pay for a period of at least two weeks after all leave balances have been exhausted. This is further defined as those illnesses or accidents including vehicle accidents requiring confinement in a hospital or accidents requiring extensive medical care of an unforeseeable nature. Examples include life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc. Catastrophic illness or injury shall not include elective surgery or unforeseeable medical care rendered as a result of something other than injury or disease.

8. "Contributor" means a covered employee who voluntarily provides a written request for transfer or his/her sick or vacation leave to the bank.

9. "Covered Employee" means those employees (police officers) who are covered by the terms of the CBA and who meet the requirements set forth under this section for eligibility as a recipient.

10. "Recipient" means an eligible covered employee whom the Administrator has approved to receive leave from the bank.

11. "Work day" means any day normally or regularly scheduled for the transaction of business.

12. "Family member" means spouse, child or parent.

#### C. PROGRAM RESPONSIBILITIES:

The Administrator is responsible for:

1. Reviewing requests from applicants to decide if the covered employee's situation qualifies for the program and determining the amount of leave to be assigned from the bank up to the eligible amounts of both designated and undesignated contributions.



2. Publicizing the program and the need for contributions. Such publicizing will be done upon establishment of the bank and periodically thereafter when the Administrator determines that there is an insufficient leave balance to meet requests. Publicizing will be done in a manner that is cost effective, as determined by the Administrator.

3. Keeping records of all requests to either donate leave to the bank or receive leave from the bank, and the appropriate action taken on each request.

4. Forwarding all approved requests of donors and recipients to the designated EPMPOA member acting on behalf of the administrator.

5. Crediting the Shared Leave Bank with the amount of time contributed by the donor and shall deduct a corresponding amount of time from the donor's accrued sick or vacation leave balance. Based on the information provided by the Administrator, an appropriate notation will be made on the donor's sick or vacation leave record that the leave was donated to the Shared Leave Bank.

6. Advising the City to credit the approved amount of leave taken from the bank to the sick leave account of the recipient. An appropriate notation will be made on the recipient's sick leave record that the leave was received from the Shared Leave Bank.

7. Advising each prospective donor and recipient of the action taken on their request.

8. Notifying the Payroll and Records Supervisor when an approved leave recipient loses their right to continue participation in the Shared Leave Program.

9. Providing a quarterly report to the Chief of Police regarding the numbers of hours collected and used by covered employees under this program, and the balance of hours contained in the undesignated pool of contributions.

#### D. MEDICAL CONSULTATION:

A Medical Consultant selected by the Administrator may advise the Administrator on whether a request qualifies as either a life threatening injury or illness or qualifies as a catastrophic injury or illness or both categories, and whether or not the injury is known to be recoverable in consideration of the job duties of the covered employee.

#### E. APPLYING TO BECOME A RECIPIENT.

1. A covered employee must have exhausted all of his/her available accrued leaves (including Special Sick Leave as authorized) before being eligible to apply for Shared Leave.

2. The covered employee or authorized representative must complete the Shared Leave Application Form and send it, with the Medical Certification Form attached, to the Administrator via Office of the Chief. THE NAME OF THE RECIPIENT WILL BE

KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW, unless the employee authorizes the release of information contained in the application form or within the supporting documentation by the City to publicize the reason for the need for leave to potential donors.

3. The Medical Certification should indicate the:

- a. Nature of the illness or injury for which the physician is treating the covered employee or covered employee's family member;
- b. The diagnosis; and
- c. Whether or not the condition qualifies as either a life-threatening injury or illness or qualifies as a catastrophic injury or illness or both categories, and whether or not the injury is known to be recoverable in consideration of the job duties of the covered employee.

The Medical Certification form must be submitted with the request. If the Medical Certification form is incomplete, the request will be denied

F. CONTRIBUTING LEAVE

1. Contributions. Covered employees wishing to donate leave should complete the Shared Leave Contribution Form and submit it directly to the Administrator or the Administrator's designee.

2. Covered employees may be informed of the need for contributions by work section, division or department as deemed appropriate by the Administrator. The Chief of Police will take appropriate steps to ensure that no undue pressure or coercion, either implicit or explicit, is placed on any individual employee by any other employee to make a donation.

3. Covered employees may contribute not less than 8 hours nor more than 80 hours of accrued leave per fiscal year, per request. Separating covered employees must submit their contribution request at least 30 days before their effective separation date.

4. A covered employee contributing sick leave must have at least 120 hours of sick leave left in their account after making their contribution. Covered employees having less than 120 hours of sick leave in their account will be denied the opportunity to contribute sick leave at that time, but may resubmit a request to contribute after their accrued sick leave balance is increased to the level where the covered employee would have at least 120 hours of sick leave left after making their contribution.

5. A covered employee contributing vacation leave must be eligible to use vacation leave and have at least 40 hours of vacation leave in their account after making their

contribution, or they will be denied the opportunity to contribute vacation leave at that time.

6. All donation of leave to the shared leave balance are strictly voluntary, but in order for covered employees to become eligible to receive leave from the shared leave balance, they must donate at least 8 hours of leave to the shared leave balance at the beginning of each calendar year, or they shall relinquish their eligibility to withdraw leave from the shared leave balance for that calendar year. Covered employees with less than 1 year on the job, beginning on the date of graduation from the academy or other initially-required training, are eligible to use the shared leave program and are exempt from the obligation to donate leave as a requirement for eligibility.

#### G. ELIGIBLE RECIPIENT

1. Shared leave may be utilized from the undesignated pool of contributions only because of a life-threatening injury or illness of the covered employee. Shared leave may be designated to specific individuals using the catastrophic injury and illness as well as the life-threatening injury and illness definitions. Shared leave may also be requested on behalf of covered employees whose absence is required to care for family members who meet the definition of catastrophic injury or illness, in each case to be fully documented as required by the Administrator. In cases where the family member passes away while the employee is participating in the shared sick leave program to care for the family member, the employee may continue to use shared sick leave in lieu of funeral leave, for a maximum of five (5) days.

Formatted: Highlight

2. An eligible recipient will be granted up to 120 days (calculated based on eight hour days) per fiscal year of leave designated for him/her by name. Under no circumstances may a recipient draw over 120 days per fiscal year.

3. A recipient absent on Shared Leave (that is, leave received from the bank) is treated for all purposes as if the recipient were absent on earned sick leave, i.e., he/she would be eligible for paid holidays, normal payroll deductions would be made, and paid leave would be accrued.

4. A covered employee is ineligible to receive Shared Leave if the employee:

a. Has a pattern indicative of sick leave misuse within the past 12 months (from the date of the Shared Leave request)

b. Is seeking to receive leave for an occupational (i.e., on-the-job) illness or injury. Provided, however, any qualified employee whose report of injury has been disputed by the City's Workers Compensation Third Party Administrator and where no final determination of comparability has been made shall be eligible to make conditional request for leave in accordance with the terms of this policy. Such request is upon the condition that in the event the injury is determined to be a

compensable injury under the Workers Compensation Act, the employee is deemed to agree to and will cooperate with the City to make the shared leave program and/or the City of El Paso whole for any leave that the employee had received from the program, including but not limited to an agreement that the City may deduct any overpayment from future paychecks or reduce any accrued leave balances.

c. Is on active duty in the U.S. Armed Forces or has been recalled to duty to receive treatment.

#### H. APPEALS.

1. Decisions made by the Administrator, in regard to a covered employee's eligibility to receive shared leave, shall be subject to appeal to the Shared Leave Bank Board. The Board shall meet as required by the Administrator and decide appeals by majority vote. A tie vote will leave the Administrator's decision in place. Board decisions may be appealed to the Civil Service Commission.

2. The Administrator and/or Shared Leave Bank Board may request additional information to determine if a condition qualifies as either a catastrophic injury or illness or a life-threatening injury or illness.

#### I. TERMINATION OF BENEFITS.

1. The participating covered employee will immediately lose their right to Shared Leave benefits and all unused Shared Leave in their sick leave account will revert to the Shared Leave Bank if the employee:

- a. Dies;
- b. Separates from employment;
- c. Voluntarily cancels his/her participation in the Shared Leave Program;
- d. Exhausts the maximum approved Shared Leave given to the employee;
- e. Commits fraud or misrepresentation in the request or use of Shared Leave benefits.

2. The estate of a deceased covered employee (recipient) is not entitled to any benefit for unused leave acquired by that employee from the Shared Leave Bank. Any such unused leave will revert to the Shared Leave Bank.

Section 10. The members of the collective bargaining unit shall be subject to City's Return to Duty with Medical or Physical Restrictions Policy in effect upon execution of this Agreement.

#### F. CONTRIBUTING LEAVE

1. Contributions. Covered employees wishing to donate leave should complete the Shared Leave Contribution Form and submit it directly to the Administrator or the Administrator's designee.
2. Covered employees may be informed of the need for contributions by work section, division or department as deemed appropriate by the Administrator. The Chief of Police will take appropriate steps to ensure that no undue pressure or coercion, either implicit or explicit, is placed on any individual employee by any other employee to make a donation.
3. Covered employees may contribute not less than 8 hours nor more than 80 hours of accrued leave per fiscal year, per request. Separating covered employees must submit their contribution request at least 30 days before their effective separation date.
4. A covered employee contributing sick leave must have at least 120 hours of sick leave left in their account after making their contribution. Covered employees having less than 120 hours of sick leave in their account will be denied the opportunity to contribute sick leave at that time, but may resubmit a request to contribute after their accrued sick leave balance is increased to the level where the covered employee would have at least 120 hours of sick leave left after making their contribution.
5. A covered employee contributing vacation leave must be eligible to use vacation leave and have at least 40 hours of vacation leave in their account after making their contribution, or they will be denied the opportunity to contribute vacation leave at that time.
6. All donation of leave to the shared leave balance are strictly voluntary, but in order for covered employees to become eligible to receive leave from the shared leave balance, they must donate at least 8 hours of leave to the shared leave balance, upon request of the administrator or at the beginning of each calendar year (depending on the hours in the pool), or they shall relinquish their eligibility to withdraw leave from the shared leave balance for that calendar year. Covered employees with less than 1 year on the job, beginning on the date of graduation from the academy or other initially-required training, are eligible to use the shared leave program and are exempt from the obligation to donate leave as a requirement for eligibility.

#### G. ELIGIBLE RECIPIENT

1. Shared leave may be utilized from the undesignated pool of contributions only because of a life-threatening injury or illness of the covered employee. Shared leave may

be designated to specific individuals using the catastrophic injury and illness as well as the life-threatening injury and illness definitions. Shared leave may also be requested on behalf of covered employees whose absence is required to care for family members who meet the definition of catastrophic injury or illness, in each case to be fully documented as required by the Administrator.

2. An eligible recipient will be granted up to 120 days (calculated based on eight hour days) per fiscal year of leave designated for him/her by name. Under no circumstances may a recipient draw over 120 days per fiscal year.

3. A recipient absent on Shared Leave (that is, leave received from the bank) is treated for all purposes as if the recipient were absent on earned sick leave, i.e., he/she would be eligible for paid holidays, normal payroll deductions would be made, and paid leave would be accrued.

4. A covered employee is ineligible to receive Shared Leave if the employee:

a. Has a pattern indicative of sick leave misuse within the past 12 months (from the date of the Shared Leave request)

b. Is seeking to receive leave for an occupational (i.e., on-the-job) illness or injury. Provided, however, any qualified employee whose report of injury has been disputed by the City's Workers Compensation Third Party Administrator and where no final determination of comparability has been made shall be eligible to make conditional request for leave in accordance with the terms of this policy. Such request is upon the condition that in the event the injury is determined to be a compensable injury under the Workers Compensation Act, the employee is deemed to agree to and will cooperate with the City to make the shared leave program and/or the City of El Paso whole for any leave that the employee had received from the program, including but not limited to an agreement that the City may deduct any overpayment from future paychecks or reduce any accrued leave balances.

c. Is on active duty in the U.S. Armed Forces or has been recalled to duty to receive treatment.

#### H. APPEALS.

1. Decisions made by the Administrator, in regard to a covered employee's eligibility to receive shared leave, shall be subject to appeal to the Shared Leave Bank Board. The Board shall meet as required by the Administrator and decide appeals by majority vote. A tie vote will leave the Administrator's decision in place.

2. The Administrator and/or Shared Leave Bank Board may request additional information to determine if a condition qualifies as either a catastrophic injury or illness or a life-threatening injury or illness.

#### I. TERMINATION OF BENEFITS.

1. The participating covered employee will immediately lose their right to Shared Leave benefits and all unused Shared Leave in their sick leave account will revert to the Shared Leave Bank if the employee:
  - a. Dies;
  - b. Separates from employment;
  - c. Voluntarily cancels his/her participation in the Shared Leave Program;
  - d. Exhausts the maximum approved Shared Leave given to the employee;
  - e. Commits fraud or misrepresentation in the request or use of Shared Leave benefits.
2. The estate of a deceased covered employee (recipient) is not entitled to any benefit for unused leave acquired by that employee from the Shared Leave Bank. Any such unused leave will revert to the Shared Leave Bank.

Section ~~40~~11. The members of the collective bargaining unit shall be subject to City's Return to Duty with Medical or Physical Restrictions Policy in effect upon execution of this Agreement.

### ARTICLE 16 - JOB RELATED DISABILITIES

Section 1. In the event an employee is injured while in the performance of work for an off duty employer, the following shall happen:

- (a) If injury or sickness is related to a non-related police officer's activity then there is no liability of any nature on the part of the City of El Paso.
- (b) If injury or sickness is related to a police officer's performance of a law enforcement function then employee is to first look to the off duty employer for worker's compensation; if the off duty employer does not carry worker's compensation insurance then a claim may be filed under the City's worker's compensation and the employee agrees to cooperate with the City in any subrogation actions. The employee shall provide proof that the off duty employer does not carry worker's compensation as of the date of the injury. The employee shall be relieved of this responsibility if the employee presents a certified letter showing delivery to the off duty employer and has received no response. The City shall prepare the letter for the employee's signature.

- (c) The City will pay the difference between worker's compensation weekly benefits and the employee's base salary. This amount will be deducted against the employee's sick leave; if sick leave is exhausted prior to termination of worker's compensation weekly benefits, the City will continue to pay the difference.

Section 2. The City shall give any officers authorized accident with pay status under Section 4.4 of City Ordinance No. 8064, at least fifteen (15) working days prior written notice of intent to terminate the officer's accident pay with status. A copy of said notice shall be forwarded by certified mail to the President of the Association on the same date it is delivered or mailed to the officer.

#### **ARTICLE 17 - LEAVE FOR ASSOCIATION BUSINESS**

Section 1. Prior to the beginning of collective bargaining negotiations, the Association shall designate who shall constitute its Bargaining Team. For each of the officers so designated, the City shall treat as time worked time spent in actual collective bargaining negotiating sessions with the City's bargaining team during which said employee was otherwise scheduled to work. Promptly upon the conclusion of each such session, any such employee shall report to work at the employee's regularly scheduled assignment or where directed by the Police Chief.

Section 2. Up to three members of the Association's Board shall be permitted time off without loss of pay at any one time to conduct elections relating to Association business. The President of the Association shall give 72 hours prior notice to the Chief as to the time and place for such election, and the names of the members of the Executive Board who will be conducting the election.

Section 3. Within ten days after the execution of this Agreement, the Association shall notify the Chief in writing as to the names of the Association's Executive Board. The Association shall thereafter promptly notify the Chief of any change in the composition of its Executive Board. To the extent that any designated member(s) of the Association's Executive Board is otherwise scheduled to work, the member shall be permitted to attend the monthly Association membership meeting and the monthly Association Executive Board meeting and upon 24 hour notice, any specially called Executive Board meetings, and said meeting time shall be treated as time worked.

Section 4. Each year on or before January 1, the City shall assess from each Association member three (3) hours of accrued vacation leave or compensatory leave time (in the listed order) to be placed in an Association business leave pool. The Association shall be allowed to debit the pool during the calendar year when Association officers are required to administer the contract; represent the Association at meetings or events; represent members at disciplinary hearings, grievances or on other job-related matters;



attend seminars or training programs; any business associated with collective bargaining or conduct other Association business. The Association shall notify the Chief of Police at least 48 hours in advance of such time off. The pool shall be cumulative during the term of this Agreement. The City is only required to make an individual assessment from Association members who have at least three (3) hours of accrued vacation time or compensatory time at the time the City makes the assessment. The Chief of Police must give his express written approval to any Association request to use the pool for more than ten (10) members at any one time. If the Chief of Police declares an emergency, he may order the Association President or any Association officers on Association business leave time to report to work for the pendency of the emergency. An emergency is an unexpected happening or event or unforeseen situation or crisis that calls for immediate action and requires the Chief of Police to order the Association President or officers to report to work.

Section 5. The Chief will consider requests for additional time off without pay to attend to other Association business.

Section 6. Legislative leave under Sections 614.001-614.010, Texas Government Code, is amended to allow one officer who is eligible under this law to be granted legislative leave to appear before or petition the Texas Legislature and U.S. Congress to request annual legislative leave in one year increments from the date the leave is granted by the Chief of Police. All requirements in Chapter 614 for reimbursement by the officer to the City shall apply. Reimbursement shall be 100% of all city costs, including but not limited to, wages, health insurance benefits, and pension for the one officer.

## **ARTICLE 18 - SAFETY AND HEALTH**

### **Section 1.**

- (a) The City shall ensure that all police vehicles and equipment are in safe condition and shall maintain a preventive maintenance program for police vehicles. Any insurance funds received for Department vehicles wrecked beyond repair will be reserved for the Department's Fleet replacement fund.
- (b) If an Officer believes that a police vehicle or equipment assigned to the Officer is not in safe condition, the Officer may inform the supervisor of the unsafe condition of the vehicle or equipment. The supervisor shall make a decision as to the safety of the vehicle or equipment. In the event the Officer disagrees with the supervisor's decision, the Officer may note an objection in writing to PD Risk Management with a copy being forwarded to the Association. The supervisor shall acknowledge, in writing, the Officer's objection.

Section 2. The City will conduct police academies as it determines is necessary to provide sufficient Officers to do the work of the Department. Commencing FY2016, if the City's actual total tax revenues exceed the prior fiscal year's actual tax revenues (excluding debt services) by 1.5% and all revenues for the year are greater than zero with

respect to the current fiscal year's budgeted revenue, the City agrees to schedule a police academy for the following fiscal year. The City will continue to schedule police academies for the duration of the Agreement as long as the above standard is met.

Section 3. During the duration of this agreement no PT Assessment will be implemented without both parties' agreement.

Section 4. The City commits not less than \$2,500,000.00 each year beginning September 1, 2022 for ~~all police vehicles~~~~patrol vehicle~~ replacement.

## **ARTICLE 19 - PROMOTIONAL EXAMINATIONS**

Section 1. Promotional eligibility lists shall expire eighteen months after the initial date of approval. For all ranks of Lieutenant or below, a new promotional announcement day shall be given no later than thirty days following the expiration of the previous promotional eligibility list. The Chief retains the right to fill vacant positions within the department as needed and with the City's budgetary constraints.

The city shall give each Officer invited to participate in the Assessment Center at least thirty calendar days advance notice for preparation.

To the score of the applicant for promotion to Detective, Sergeant and Lieutenant 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; efficiency points shall not be added to or subtracted from the examination score of applicants for promotion to Detective, Sergeant or Lieutenant notwithstanding any writing to the contrary. Seniority will be computed to and including the day the final scores are submitted by the Assessors of the Assessment Center to include;

1 Military point for minimum 24 month's service of honorable discharge from the United States Armed Forces or National Guard. Honorable Discharged from the United States Armed Forces or National Guard must be reflected on DD214, or proof of active U.S. Armed Forces reservist or National Guard Service reflected by unit assigned orders.

Educational Points will be awarded for the highest degree attained: 1 point for a Bachelor's Degree; or 2 points for a Master's Degree, or 3 points for a Doctorate Degree.

The maximum number of additional points that can be added through seniority, military and education shall not exceed eleven (11) points.

Section 2. On November 1st of each year, the Chief of Police shall establish a committee for the selection of study materials for the written promotional examination for each rank. Such materials which are selected shall be reviewed by the Chief of Police who shall make the final selection. A listing of all potential materials from which promotional

examination questions may be taken from will be posted annually each January for examinations to be administered within the one-year period beginning the following April. Such material may not be used unless available from publishing companies more than ninety (90) days prior to examination. Each material selected will be used to formulate one or more questions of the examination.

The annual posting and promotional requirements shall not apply to testing procedures commenced before the date this Agreement is signed.

Section 3. For promotional examinations for each class title given after the effective date of this Agreement, the City shall post a notice of said examination at least 60 days prior to the date of examination.

Section 4. The written examination protest procedure shall be as follows:

(a) The protest period for written police promotional examinations will be limited to one two-hour period to be scheduled at the mutual convenience of the Human Resources Department and the police officer during the two consecutive working days following the administration of the written examination. The protest schedule will depend on the size of applicant group and the availability of space and Human Resources staff. Several sessions may be scheduled if necessary to handle large groups. However, each individual will be allowed to attend only one session. The time(s) will be announced prior to or at the time of the written examination.

(b) An individual may seek and make notes about the individual's marked answer sheet with the number of correct and incorrect responses for the initial 15 minutes of the two-hour period.

(c) During the subsequent 1 hour and 45 minutes after handing in the marked answer sheet, the following materials will be available to examinees:

- unmarked test booklet;
- correct answers to questions;
- reference materials (examinee must provide);
- protest forms.

(d) At the end of two hours, all protests must be turned in to Human Resources Department staff. Protests on additional items will not be accepted after this time. Any individual attending such session may write down the number(s) of the test questions protested or missed and remove such written notations from the test room.

No other notes or papers shall be carried out by any individual attending such a session.

2. Protested questions will be reviewed by a committee consisting of Police Association and Department representatives and Human Resources staff. Decisions made by this committee will be final.

(a) The disposition of protested items will be posted as soon as possible after the close of the protest period. This list will contain only the number of the protested question and action taken. For example:

#85	protest allowed; question deleted
#95	protest disallowed.

Section 5. The results of any Assessment Center shall not be subject to grievances or the arbitration process but may be subject to the protest procedure of City's Examinations Rating Policy, Section ii. The City shall have the right to weigh Assessment Center up to 50% of the total score for Sergeants and 65% for Lieutenants. Only the top 25 scorers on the Sergeant's written examination, the top 18 scorers on the Lieutenant's examination shall be orally examined at an Assessment Center.

Each assessor with regard to each exercise in the Assessment Center shall rate each participant on each dimension being evaluated on a written form. For Assessment Centers at all ranks, the employees shall have the right to review the evaluation from such examinations. At the employee's request, such written evaluation shall be explained during a feedback session by a Police Department advisor to the Center.

The City shall establish and announce a minimum passing score on all written examinations prior to such examinations.

Assessment Center Administrators shall receive professional training in the administration of centers by external experts in the field within six months after the date of signing of this Agreement. Such training must be updated within each succeeding three-year period.

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; efficiency points shall not be added to or subtracted from the examination score of applicants for promotion to Detective, Sergeant, Lieutenant or Commander notwithstanding any writing to the

contrary. Seniority will be computed to and including the day the final scores are submitted by the Assessors of the Assessment Center.

(ab) An employee who is on a certified list will not be removed from such list until he has been non-selected for promotion five times.

(bc) Promotion to Commander, Deputy Chief, ~~and~~ Assistant Chief, and Executive Assistant Chief Positions shall be made pursuant to Article 2, Section 3 of this Agreement.

Section 8. The educational and experience requirements for promotional examinations shall be determined and applied by the City in accordance with applicable City Charter provisions and/or Civil Service Rules. The interpretation of education requirements shall parallel Article 6, Section 2 of this Agreement.

An employee may substitute experience for no more than one-half of the college education requirement based on the following equivalencies:

3.0 semester credit hours = 1.8 months experience

15.0 semester credit hours = 9 months experience

30.0 semester credit hours = 18 months experience

Section 9. The "Rule of Five" will continue to govern the selection of Officers from promotional eligibility lists.

Section 10. An Officer who leave the Department due to FMLA-related reasons and is rehired will not be subjected to the civil service requirement of having to be re-employed for two years before being eligible for a promotional exam.

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, sheriff's department, or county constable as qualifying experience towards promotional opportunities. Experience as a deputy, detention officer, jailer or officer employed at a correctional facility, District Attorney's office, 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 four (4) 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.

Formatted: Highlight

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.

## **ARTICLE 20 - REINSTATEMENT AFTER RESIGNATION**

When an employee is reinstated to duty pursuant to Section 6.10-7 of the City Charter in the same classification after separation from the City due to resignation and subsequent reinstatement, such employee may, upon recommendation of the Chief, be reinstated to the same step or level received at the time of resignation. Before proceeding to the next grade and step, the Officer must complete the amount of time required to complete the grade and step the Officer occupied prior to the separation from the City.

Where a break in service occurs, by reason of resignation:

1. longevity credits accrued prior to the break in service shall be counted for the purpose of Section 3.6B of City Ordinance No. 8064.
2. credit for Leave Benefits (Vacation, Sick Leave) accrued prior to the break in service shall be included to calculate the accrual date and corresponding rate. The accrual date will be adjusted to reflect the time the Officer was separated from the City to ensure the Officer will not get service credit for the time the Officer was not employed by the City.
3. Where a break of service occurs by reason of resignation, the employee's seniority time will be deducted by the length of time the employee was separated from the El Paso Police Department. The use of seniority time examples include calculating seniority points on promotional exams, seniority for shift bids.

In cases where an employee is reinstated as result of arbitration or settlement, the methodology used in Article 20 shall be utilized if not specifically addressed in the arbitration or settlement.

Example: John Doe becomes a commissioned peace officer.  
Original Start Date as Police Officer: 12/04/08

Resignation date: 2/23/10  
Longevity date: 12/04/08  
Longevity rate: 1.85  
Vacation Accrual date: 12/04/08  
Vacation Accrual rate: 4.62

Reinstatement date: 06/05/12  
Longevity date: 03/18/11  
Longevity rate: 1.85  
Vacation Accrual date: 03/18/11  
Vacation Accrual rate: 4.62

## ARTICLE 21 - GRIEVANCE PROCEDURE

### Section 1. Disciplinary Appeals

A. ~~A.~~ When disciplinary action in the nature of a five (5) day suspension or greater, a reduction, or discharge is being contemplated by the Department Head, the employee must be served with a notice of proposed disciplinary action which shall conform with the notice requirements set forth in Section 2 and Section 3(b) of Rule 8, El Paso Civil Service Rules and Regulations, as constituted on the effective date of this Agreement, as constituted on the effective date of this Agreement. In addition to the notice of proposed disciplinary action, the employee shall be furnished with the written materials and tangible things in the possession of the Department Head that form the factual and evidentiary basis for the proposed disciplinary action. No matter may be withheld from the employee that is inconsistent with the theory of discipline or that could tend to mitigate the contemplated sanction. The foregoing shall include, but not necessarily be limited to, the entire Internal Affairs investigative file and any documents and recordings from the discipline review board/shooting review board.

~~A.B.~~ Appeals of suspensions, demotions, and terminations including suspensions, demotions and terminations due to a Fitness for Duty evaluation shall be heard by a hearing examiner selected on a rotating basis from the hearing examiner panel. In the case of a demotion, a termination, or a suspension of more than 40-hours, the employee may elect to have the disciplinary appeal heard by an arbitrator selected in accordance with the procedures set forth in Section 3. An employee's election of arbitration automatically waives that Employee's right to proceed before a hearing examiner; and an employee's election to proceed before a hearing examiner automatically waives that employee's right to arbitration. The decision of the Hearing Examiner or the Arbitrator shall be final and binding upon the employee(s) involved, the City and the Association, subject to any rights of appeal to a court of law. During the hearing of an appeal or an arbitration, the parties shall have the right to have a representative and an advocate of their choosing present. The employee or representative may elect to make these proceeding confidential and may invoke the Rule regarding the presence of other witnesses during the hearing. The representative or the employee may elect to make hearing proceeding confidential by invocation of the rule.

~~C.~~ ~~B.~~ 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 before the panel member's anniversary date, 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 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.

D. If an officer is separated or indefinitely suspended from the department due to a fitness-for-duty determination, that officer shall have 60 days to submit a report from his or her personal physician, psychiatrist, or psychologist, as appropriate. The report shall be submitted to the office of the Chief of Police and shall be kept confidential. If that report indicates that the officer is fit for duty or otherwise controverts the city's fitness-for-duty determination, then submission of the report shall constitute an appeal from the employee's separation or indefinite suspension. After submission of the report, the appeal procedure will proceed under the provisions of this Article for disciplinary appeals. The officer shall pay the cost of the services of the his or her personal physician, psychiatrist, or psychologist, as appropriate, including any fees charged for expert testimony or writing the report. Neither the Association nor CLEAT shall be responsible for paying such costs. The City shall pay its own costs and shall not be responsible for paying the officer's costs.

## **Section 2. Contract Grievances.**

Disputes involving the application, interpretation or enforcement of this Agreement, but not involving the suspension, demotion or termination of an employee, shall be resolved in the following manner:

### **A. Individual Grievances.**

1. If the grievance is initiated by an individual employee, rather than the Association, the aggrieved employee shall, within 14-calendar days after the actual or constructive knowledge of the acts or omissions giving rise to the grievance: (a) discuss the grievance with his or her immediate supervisor chain of command and attempt to resolve the matter; and (b) present the grievance to the Association's grievance committee. The employee may present the grievance verbally or in writing. The employee must address the grievance to his or her immediate supervisor, if possible, but may present the grievance to any level within the chain of command, as appropriate. The supervisor involve



shall give an oral answer with respect to the dispute immediately, if possible, but not later than 14 calendar days following the end of the discussion.

~~2. If the immediate supervisor's oral answer does not settle the issue to the employee's satisfaction, the employee shall, within 7 calendar days following the earlier of: (a) the receipt of the oral answer; or (b) the supervisor's deadline for providing the oral answer, present the grievance in writing and signed by the employee to the Association's Grievance Committee.~~

2. The Grievance Committee shall have full authority to determine whether to proceed further with any employee's grievance. If the Committee decides to proceed with the grievance, it shall reduce the grievance to final written form and present the written grievance to the Chief of Police, the City Attorney and the City Manager within 14-calendar days following the Grievance Committee's receipt of the grievance from the employee. The grievance presented by the Grievance Committee must generally describe the alleged acts or omissions, and indicate the specific Articles allegedly violated.

#### B. Association Grievances.

If two or more employees are alleged to be affected, the Association may file a grievance on its own behalf. An Association Grievance must be in writing and served upon the Chief of Police, the City Attorney and the City Manager within 14 days of the Association's actual or constructive knowledge of the acts or omissions giving rise to the grievance. The written grievance must generally describe the alleged acts or omissions, and indicate the specific Articles allegedly violated. To the greatest extent possible, the grievance should identify the affected employees, either by name or category.

#### C. Procedures Applicable to Both Individual & Association Grievances

1. ~~The Chief of Police or the City Manager (or a~~ An authorized representative of the City and at least ~~either), and one stakeholder with settlement authority from the Police Department the City Attorney's Office~~ shall, within 14-calendar days following receipt of a grievance, meet with the Association's representative(s) (and the aggrieved employee, if an individual grievance) ~~and with their attorney,~~ to discuss the grievance. Within 14-calendar days following said meeting, the Chief of Police, the City Manager (or an authorized representative of either) or the City Attorney's Office shall submit a written response to the Association.

2. If the grievance remains unresolved, the Association ~~shall~~ may, within 14-calendar days, ~~but no later than the expiration of the 14<sup>th</sup> calendar day, following the deadline for the City's written response, conclusion of Section C.1. above, either: (a) notify the City Attorney in writing that it desires to submit the matter to mediation; and/or (b) notify the City Attorney in writing that it desires to submit the matter to final and binding arbitration. Upon receipt of the notice of intent to arbitrate, the City Attorney's Office shall immediately~~ request a list of seven arbitrators from the American Arbitration Association

(“AAA”). If AAA requires payment up front for the list of arbitrators, the Association may pay the entire fee to expedite receipt of the list of arbitrators. In such event, the City shall reimburse the Association for half of the fee upon presentation of a request for reimbursement to the City Attorney’s Office.

3. Any of the foregoing deadlines may be extended by informal written agreement between the parties. Any extension of the foregoing 14-day meeting or written response does not extend or prolong the Association’s ability to request a list of arbitrators from AAA. The parties may, at any time, agree to mediation. If the parties agree to mediation, the Association need not request an arbitrator list from AAA until after mediation is completed.

4. However, if the City agrees to a mediation request, the City Attorney need not request an arbitrator list from AAA until after mediation is completed. The parties may, by agreement and either before or after requesting a list of arbitrators, select any arbitrator without regard to that arbitrator’s affiliation with the AAA.

5. Upon receipt of the strike list from the AAA, either party may submit the first strike. Each party will strike a name off of the list until the arbitrator is selected. Either party may provide all of their strikes to the other party at once, or may make strikes one at a time, alternating with the other party until an arbitrator is selected.

6. The first strike is due no later than the 14th day after receiving the strike list. If strikes are made one at a time, then each party must make their next strike within 7 days of receiving a strike. If any party receives a strike, but fails to make at least one next strike within 7 calendar days of receiving that strike, then that party forfeits their strike to the other party. The parties may extend this 7-day deadline by written agreement. Any party who has collected forfeited strikes, but who fails to make a strike within the 7-day period, forfeits their strike and all accumulated, forfeited strikes to the other party. After an arbitrator is selected, each party shall act diligently to coordinate a date for the hearing.

7. In all Disciplinary Appeals, the City shall provide the employee with the materials required by Section 1.A. Paragraph D.2., no later than thirty (30) days after a hearing examiner or arbitrator is selected, unless the City has already provided such materials. Either party may, by informal written request, ask for discovery of documents and things from the other party after the arbitrator or hearing officer is selected. The arbitrator or hearing officer shall have the authority to resolve any disputes regarding discovery and may compel either party to provide documents and things to the other party. The arbitrator or hearing examiner shall, upon request and good cause shown, make the production of documents and things subject to the conditions of a confidentiality order, unless said release is required by law.

### **Section 3. General Rules for Hearings**

A. The provisions in this Section apply equally to Discipline Appeals and Contract Grievances, unless otherwise indicated.

~~B. The parties may, by mutual agreement, submit a matter to non-binding mediation at any time.~~

~~C. Upon the receipt of the list of arbitrators, each party shall alternate in striking a name from the list until only one name remains, and each party shall act diligently to coordinate a date for the hearing. The parties may, by agreement and either before or after requesting a list of arbitrators, select any arbitrator without regard to that arbitrator's affiliation with the American Arbitration Association.~~

#### B.D. Witness Lists & Documents

1. Either party may, no later than 14-calendar days before the date of the hearing, request from the other party: (a) the names of witnesses expected to be called at the hearing; (b) any statements of witnesses expected to be called not coming within the attorney's work product privilege; and (c) the other party's exhibits. The foregoing must be provided to the requesting party no later than 7 days before the hearing. Failure of a party to timely provide the name of a witness, a copy of the witness' non-privileged statement, or an exhibit shall preclude the party from calling the individual as a witness or offering the exhibit into evidence, unless the hearing examiner or arbitrator finds good cause for such failure.

~~D.A. C. All preliminary, dispositive issues, such as challenges to arbitrability, will be made in writing no later than 60 days before the date initially set for the final hearing on the merits, or 30 days if the date for the final hearing is less than 60 days from selecting an arbitrator. The parties will make every effort to have such issues heard by submission. When disciplinary action in the nature of a five (5) day suspension or greater, a reduction, or discharge is being contemplated by the Department Head, the employee must be served with a notice of proposed disciplinary action which shall conform with the notice requirements set forth in Section 2 and Section 3(b) of Rule 8, El Paso Civil Service Rules and Regulations, as constituted on the effective date of this Agreement. In addition to the notice of proposed disciplinary action, the employee shall be furnished with the written materials and tangible things in the possession of the Department Head that form the factual and evidentiary basis for the proposed disciplinary action. No matter may be withheld from the employee that is inconsistent with the theory of discipline or that could tend to mitigate the contemplated sanction. The foregoing shall include, but not necessarily be limited to, the entire Internal Affairs investigative file and any documents and recordings from the discipline review board/shooting review board.~~

~~3. In all Disciplinary Appeals, the City shall provide the employee with the materials required by Paragraph D.2., no later than thirty (30) days after a hearing examiner or arbitrator is selected, unless the City has already provided such materials.~~

~~DE.~~ The hearing examiner or arbitrator may grant continuances of the final hearing upon a showing of good cause or upon mutual agreement by both the legal counsel for the City and the aggrieved employee or Association. ~~All issues of jurisdiction or procedural arbitrability shall be decided by the hearing examiner or arbitrator before the final hearing. The parties will make every effort to have all preliminary issues heard by submission.~~ Disputes involving the enforcement or interpretation of a prior decision by a hearing examiner or arbitrator shall be resolved by the hearing examiner or arbitrator who decided the underlying dispute. If the same hearing examiner or arbitrator is not available, then the parties will use the same procedures for selecting a hearing examiner or arbitrator that were used in the underlying dispute.

~~EF.~~ The hearing examiner or neutral arbitrator shall have the authority to interpret the Agreement, to make conclusions of fact based upon the evidence submitted at the proceeding and to apply the contractual provisions to said facts. The jurisdiction of the hearing examiner or arbitrator is limited in that he or she has no authority to add to, subtract from, amend or otherwise change or in any way modify the provisions of this Agreement. In Disciplinary Appeals, the hearing examiner or arbitrator shall have the authority to: (a) sustain discipline; (b) reverse discipline ~~(except that discipline shall not be increased)~~; (c) modify discipline ~~(except that discipline shall not be increased)~~; and, (d) as applicable, award back pay, in whole or in part. In no event shall discipline be increased. In cases of termination or indefinite suspension, the hearing examiner or arbitrator has discretion to reinstate an employee and impose an unpaid suspension, notwithstanding the ruling in City of Waco v. Kelley, 309 S.W.3d 536 (Tex. 2010).

~~EG.~~ The decision of the hearing examiner or arbitrator, if rendered in accordance with the provisions of Section ~~EF.~~ of this Article, shall be final and binding upon the Association, all bargaining unit employees, and the City.

~~GH.~~ All time limits in this Agreement are based on calendar days. If a time limit expires on a weekend or City-observed holiday, the time limit shall be extended to the next City business day. The day of the act, event, or default shall not be included.

~~HI.~~ The fee and expenses of a hearing examiner or arbitrator shall be borne equally by the City and the Association.

## ARTICLE 22 - BULLETIN BOARD

Section 1. The City shall permit the Association sufficient access to its bulletin boards to permit the Association reasonably to communicate with its members covered by

this Agreement. The Association shall use this board for posting of notices pertaining to recreational and social activities, Association elections, reports of the Association or its committees, Association meeting notices and legislative enactments and judicial decisions affecting public employee labor relations. The Association shall not post any materials which are obscene, defamatory, impair the operation of the City or the Police Department or which constitute partisan political campaign material. Prior to the posting of any item, the Association shall send a copy of the item to the Chief.

Section 2. Any material on the bulletin board which the Chief believes to be in violation of this Agreement shall be promptly removed by the Association. Any dispute about whether material removed at the direction of the Chief is in violation of this Article may be submitted directly to Step 2 of the grievance procedure contained in Article 21.

## ARTICLE 23 - NONDISCRIMINATION

Section 1. Membership in the Association is voluntary. Each Officer has the right to refrain from joining or to withdraw from membership in the Association, as the Officer sees fit. Neither the Association nor the City shall exert any pressure against any Officer covered by this Agreement in regard to such matters.

Section 2. The City and the Association agree that the provisions of this Agreement shall be applied to all Officers within the bargaining unit without regard to membership or non-membership in the Association or activity or lack of activity on its behalf.

Section 3. Upon receipt of a voluntarily signed authorization of an employee covered by this Agreement, the City agrees to deduct from each employee's earnings and pay to the Association bi-weekly during the life of this Agreement a single lump sum payment in the amount to be determined by the employee, plus a single special assessment of up to \$5.00, per special occasion (death of employee, severe illness, etc.). The latter special assessment shall be withheld only upon notification by the Association to the City that such amount is being uniformly assessed to all members of the Association. The Association shall certify to the Comptroller that all members of the Association have been notified of the assessment at least 30 days prior to the date on which the assessment will be withheld. The employee shall have the right to revoke~~25~~ any such authorization at any time by written notification to the City Comptroller's Office.

The City agrees to contribute \$5.00 per member of the Association on the death of an employee.

Section 4. The form of such individual authorization shall contain the following language:

I hereby authorize the City of El Paso to deduct each pay day the sum of \$\_\_\_\_\_ as certified by the El Paso Municipal Police Officers' Association as the current rate of dues, or an amount as may hereafter be established by the El Paso Municipal Police Officers' Association as dues; and remit the same to the El Paso Municipal Police Officers' Association. This authorization shall also constitute my approval for the City to deduct and remit to the Association a single special assessment of up to \$5.00 ~~during any contract year~~ per special occasion (death of employee, severe illness, etc.), upon notification by the Association to the City that such amount is being uniformly assessed to all members of the Association. This authorization shall be effective until revoked by written notification to the City Comptroller's Office.

The amount to be deducted shall be filled in by the employee authorizing the deduction.

Section 5. The Association will defend, save, hold harmless and indemnify the City from any and all claims, demands, suits or any other form of liability which may arise out of the execution, placing into effect or carrying out the terms of Sections 3 and 4 of this Article.

Section 6. The City shall provide to the Association monthly a list and amount of dues deductions from members of the Association.

Section 7. The City shall not engage in the following practices:

- (a) Interfere with, restrain or coerce employees in the exercise of rights granted in this Agreement;
- (b) Dominate, interfere with, assist in the formation, existence or administration of, or contribute financial support to, any other employee organization which claims or seeks to represent employees within the bargaining unit referred to in Article 1, Section 1 hereof;
- (c) Encourage or discourage membership in any labor organization which claims or seeks to represent employees covered by this Agreement by discrimination in hiring, tenure, training or other terms or conditions of employment; or Discharge or discriminate against any employee because the employee has filed any affidavit, petition, grievance or complaint of this Agreement or because the employee has or has not formed, joined, or chosen to be represented by, any labor organization.

Section 8. The Association shall not engage in the following practices:

- (a) Interfere with, restrain or coerce employees in the exercise of the rights granted in this Agreement;
- (b) Restrain or coerce the City in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances;
- (c) Cause or attempt to cause the City to discriminate against any employee in hiring, tenure, training or other terms or conditions of employment because of the employees membership or lack of membership in any labor organization;
- (d) Cause or attempt to cause the City to discharge or discriminate against any employee because the employee has given information or testimony alleging a violation of this Agreement, any law of the United States or the State of Texas, the City Charter, the Rules and Regulations of the Civil Service Commission or the Rules and Regulations of the Police Department; or
- (e) To cause or attempt to cause the City to pay or deliver or agree to pay or deliver any money or other things of value, in the nature of an exaction, for services which are not performed or not to be performed.

Section 9. Neither the City nor the Association shall discriminate against any employee because of sex, creed, race or national origin, except where any of the foregoing is a bona fide occupational qualification. Neither the City nor the Association shall discriminate against any employee in the application or interpretation of the provisions of this Agreement on the basis of the employee's Association membership or non-membership. The City and the Association shall each comply with applicable provisions of the Age Discrimination in Employment Act.

#### **ARTICLE 24 - EXISTING CONDITIONS**

Section 1. Except to the extent modified by this Agreement, any direct or indirect economic benefits set forth in applicable provisions of state law, the City Charter, City Ordinance No. 8064, the Rules and Regulations of the Civil Service Commission and the Rules and Regulations of the El Paso Police Department as of the date of signing of this Agreement, shall not be changed for the duration of this Agreement, except pursuant to the procedure established in Article 33, Section 2.

Section 2. Except to the extent modified by this Agreement, physical items used by employees shall continue to be furnished as they have been in the past; that is, those types of items which have been furnished by the City shall continue to be furnished

by the City and those types of items which have been furnished by employees shall continue to be furnished by employees. The question of what types of items have been furnished by the City shall be resolved by reference to City purchase orders for the past three years. The parties agree that this provision shall not be interpreted so as to preclude resort to improved technology.

Section 3. Prior to changing any working condition other than direct or indirect economic benefits set forth in the sources listed in Section 1 of this Article, the City shall notify the Association of any such contemplated change. The Association shall be invited to present its views with regard to the proposed change to the Chief or other responsible City official to be designated in the notification. The final decision with regard to the scope of any such change shall remain with the City.

Section 4. Any changes in wages, hours, terms and conditions of employment and other benefits granted by the Texas State Legislature requiring the City to compensate, remunerate or otherwise assist employees after the effective date of this Agreement shall not alter the terms of this Agreement during the life of said Agreement. This provision shall not unfavorably affect employees as to any changes in wages, hours, terms and conditions of employment and other benefits granted by the Texas State Legislature requiring the State of Texas to compensate, remunerate or otherwise assist employees after the effective date of this Agreement. Any changes in wages, hours, terms and conditions of employment and other benefits granted by the Texas State Legislature requiring the State of Texas to compensate, remunerate or otherwise assist employees shall not be incorporated into this Agreement; nor shall the City be required at any time to pay any share of said wages, hours, terms and conditions of employment and other benefits. Any reduction or elimination of wages, hours, terms and conditions of employment, and other benefits by the Texas Legislature that previously required the City to compensate, remunerate or otherwise assist employees after the effective date of this Agreement shall not alter the terms of this Agreement during the life of said Agreement.

It continues to be the intent of the provisions of this Section, as well as other Sections and Articles herein contained, that this collective bargaining Agreement takes precedence over state law and that this Agreement alone controls the wages, hours, terms and conditions of employment of the employees covered by Article 1, Section 1 of this Agreement, all in accordance with the provisions of Section 174.005 of the Texas Local Government Code.

Section 5. The City shall, during negotiations, provide to the Association a current copy of City Ordinance No. 8064, the City Charter, and the Civil Service Commission Rules. During the term of this Contract the City shall also provide the Association all changes, supplements and amendments to the aforementioned documents which pertain to the El Paso Police Department as such are approved.

Section 6. Past practices currently in effect and not specifically covered in this Agreement will be continued.



## ARTICLE 25 - MISCELLANEOUS PROVISIONS

Section 1. Nothing contained in this Agreement shall be deemed to create a vested property right in any position of employment covered thereby. However, non-probationary Officers do have a property interest in their employment by virtue of the Civil Service provisions of the City Charter and the Civil Service Rules adopted pursuant thereto.

Section 2. No less than fifty parking spaces in the downtown police garage will be assigned for the use of the officers for their personal vehicles for downtown usage.

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.

Section 4. The City agrees to pay directly the liability insurance required by employees for driving City owned vehicles while on duty. The City may do so by a bid for all such vehicles.

Section 5. As used in this Agreement, the masculine and feminine genders shall be deemed to include the other, unless the context plainly requires otherwise.

Section 6. The parties recognize their mutual responsibility to deliver to the citizens of El Paso the highest degree of contemporary police service achievable within the financial resources reasonably available. To this desired end we are compelled to make a concerted effort. It is in this community's paramount interest that the projected direction along which public safety in El Paso must proceed be established.

Section 7. During the term of this Agreement, any and all City-wide administrative policies and procedures, and Civil Service Rules in effect at the time this Agreement takes effect, shall in all respects remain in effect during the term of the agreement except as specifically amended in this Agreement. Any changes of the above items in this section shall be agreed to by both parties via a Memorandum of Understanding.

Section 8. Civil Service Rule 8, Section 1.1, relating to political activity, does not apply to Officers covered by this Agreement. Officers, while on duty, cannot engage in political activity in a manner that would violate State law.

Section 9: The City may modify existing Officer job-descriptions across all ranks and assignments in accordance with City policies and Civil Service Commission Rules. The Association shall be invited to present its views with regard to the proposed changes to the Chief or other responsible City official to be designated in the notification. The final decision with regard to the scope of any change shall remain with a mutual agreement with both parties.

#### **ARTICLE 26 - WORKING OFF SUSPENDED TIME**

Officers suspended up to a maximum of ten (10) working days may, upon the Officer's request and at the Chief's discretion, forfeit vacation, personal leave, or compensatory time off designated by the Chief for a period equal to the suspension. Approval of forfeited vacation, personal leave, or compensatory time off by the Chief shall not be unreasonably withheld. After all leave is forfeited, the remaining suspension time may be served intermittently at the Chief's discretion. The provisions of this Section shall apply solely to suspensions which are agreed to by the Officer and no appeal to the Commission or to arbitration may be instituted on suspensions where the officer has agreed to the suspended time.

#### **ARTICLE 27 - PERSONNEL RECORDS**

The parties agree to follow Section 143.089 of the Texas Local Government Code (herein referred to as "the Act") as modified by this Section. The "Director" as used in the Act shall be the Personnel Director. The "Commission" as used in (c) of the Act shall include an arbitrator selected in accordance with this Agreement. The "Permanent Personnel File" referred to in the Act will include all file folders on an Officer maintained by the City outside the Police Department, whereas the "Department File" referred to in paragraph (g) of the Act shall consist of all file folders on the officer maintained in the Police Department. The contents of the "Permanent Personnel Files" will be limited to materials presently maintained by the City outside the Police Department as modified by the Act. All present files will be checked to see if they conform to the requirements of this Section. A copy of the Act is attached hereto as Appendix "~~DE~~." The parties agree that

any conflict between this provision and the Texas Public Information Act shall be resolved by complying with the latter Act.

## **ARTICLE 28 - ASSIGNMENTS**

Section 1. A "Special event" is a parade, demonstration or public assembly as defined by El Paso City Code 13.36.010. The Chief will make the final determination if an event qualifies as a "special event." The Chief's determination is final unless it is arbitrary or capricious. The City will staff the Sun Carnival Parade, events at Southwest University Park, and similar special events in a fair and consistent manner in accordance with this Article.

Section 2. The Department shall implement procedures that require all eligible sworn personnel of the rank of Lieutenant and below to work special events. Nothing in this section prevents an officer who is required to work a special event from obtaining a substitute officer to work that event for him or her.

Section 3. During the terms of this Agreement an equal number of representatives of the City and the Association shall meet diligently to study and if possible make recommendations as to the manner in which job assignments are awarded. Either the City representative or the Association representatives may call for any meeting. All officers required to work a special event shall receive a minimum of fourteen-calendar days advance notice of the assignment to that special event. If the City fails to provide such fourteen-calendar days advance notice, the City shall pay the officer or their volunteer substitute assigned to the special event, overtime for working the event.

Section 4. All officers assigned to work a special event, or their volunteer substitutes, shall have the right to have consecutive days off for the week during which the special event occurs. Such officer shall have the exclusive right to choose whether he/she will take consecutive days off or have split days off. Scheduled court may not be used as a basis to deny an Officer's choice of day off, regardless if the choices of days off are consecutive or split.

Section 5. The Chief shall retain the right to call in Officers irrespective of an Officer's rank or assignment, based on departmental needs for non-special events as defined in Section 1 of this article.

Section 6. The transfer policy during the term of this Agreement is as reflected in Appendix "~~FG~~" attached hereto. Seniority shall be considered in the determination of all lateral transfers and job assignments. Any Officer who is interested in a particular job shall have the right, in the event of a permanent vacancy, to be considered for said job, provided he has first signified his interest in said job by completion of the form hereinafter set forth as Appendix "~~CB~~" and filed same with the Chief or the Chief's designee.

## ARTICLE 29 - SEPARABILITY

Should any provision of this Agreement be rendered or declared invalid by reason of any applicable existing or subsequently enacted legislation or regulation or by reason of the decree of a court of competent jurisdiction, such invalidation of part or parts of this Agreement shall not invalidate the remaining portions thereof, and said remaining portions shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 30 - INTERNAL AFFAIRS INVESTIGATIONS

Section 1. ~~To insure that~~To ensure that internal investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each officer on the force, interviews conducted by the Internal Affairs Division shall be conducted in accordance with the following rules:

- (a) The interview of any officer shall be at a reasonable hour, preferably when the officer is on duty or during the daylight hours, unless the exigencies of the investigation dictate otherwise.
- (b) The interview shall take place at a location designated by the investigating officer, usually the Internal Affairs Division office.
- (c) The officer shall be informed of the rank and name of the officer in charge of the investigation, as well as the rank and name of the interviewing officer and the identity of all persons present during the interview. If an officer is directed to leave the officer's post and report for an interview to another command, the officer's command shall be promptly notified of the officer's whereabouts.
- (d) Except in exigent circumstances, an officer involved in an officer-involved shooting, critical incident, and/or custody death shall be informed forty-eight (48) hours prior to being interviewed or asked to otherwise respond to an internal affairs investigation of the general nature of the investigation before any interview commences. "Exigent circumstances" include necessary cooperation during incident scene procedures, including securing the scene, controlling the public, obtaining witness information, obtaining and processing all physical evidence from the scene or from the officer. During the first forty-eight (48) hours, the parties also agree that an officer shall not be compelled to participate in a "walk-through" investigation without their legal counsel being present. The administration of a post-accident drug test is not defined as a "walk-through" investigation and therefore may be administered immediately following a shooting, critical

incident and/or in custody death. The parties agree that a “walk-through” is defined as an investigative tool where El Paso Police Department investigators and/or supervisors request the officer to re-trace their actions in an officer-involved shooting, critical incident, and/or in custody death while being questioned concerning their observations and actions in the incident. Such “walk through” shall not be videoed taped. Sufficient information reasonably to apprise the officer of the allegations shall be provided. If it is known that the officer is being interviewed as a witness only, the officer shall be so informed. If an officer is ordered to write a statement, the City shall provide a form with the Garrity Warning printed on it as set forth Appendix H. Nothing herein shall prevent an officer from writing into his or her statement any protections afforded by state and federal law.

- (e) The interview shall be completed with reasonable dispatch. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- (f) The officer shall not be subjected to any offensive language, nor shall the officer be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing in this Section is to be construed so as to prohibit the investigating officer from informing the officer that the officer's conduct can become the subject of disciplinary action resulting in disciplinary punishment.
- (g) If an officer is under arrest or likely to be (that is, if the officer is a suspect or a target of a criminal investigation), the officer shall be given his/her rights pursuant to the existing law.
- (h) Upon request, the officer shall be given an exact copy of any written statement the officer may execute.
- (i) The refusal by an officer to answer, pursuant to a direct order, pertinent questions concerning any non-criminal matter may result in disciplinary actions.
- (j) The City shall make an audio recording of the interview if necessary. The recording shall commence immediately at the beginning of the interview. There shall be no “off the record” questions. All recesses called during the questioning shall be noted in the record.
- (k) If, during any investigation covered thereby, the Internal Affairs Division fails substantially to comply with the provisions of this Section, no statement which the officer may have given during such interview may be

introduced or alluded to by the City in a disciplinary appeal hearing. In the case of a dispute as to whether the Internal Affairs Division has substantially complied with this Section, the issue may be submitted to arbitration pursuant to the provisions of Article 21 prior to an appeal hearing before the Civil Service Commission. The sole question before the arbitrator shall be whether the Internal Affairs Division has substantially complied with this Section, and, if the arbitrator finds that the Division has not substantially complied therewith, the sole remedy shall be that, in an appeal hearing, the City may not introduce or allude to any statements the officer may have given during such interview.

- (l) The Officer's written statement shall be the official statement to Internal Affairs. The audio recording can be used to clarify alleged conflicts of interpretation of ambiguities in the written statement.
- (m) An officer who goes before a Disciplinary Board shall be advised in writing, of his rights pursuant to Garrity v. New Jersey. Such officer may, upon the officer's request, have present throughout the proceedings any uninvolved member of the unit designated by the Association President to attend as a silent observer, but the Association member shall not be present during the decision making process of the Board.
- (n) The officer shall be allowed to consult the officer's attorney at any time during the investigatory process so long as such consultation does not impede the investigatory process. At the request of an officer other than a witness officer, a member of the Association's Board may be present during the process as a witness, provided that the member is able to, and does, arrive within two hours of the time he is first called to attend. The Association Board member shall attend only as a witness and shall not speak during, or interfere with, the interview. If the Association Board member would otherwise be on duty during the interview, his time shall be charged to Leave for Association Business.

Section 2. The parties agree that claims of sexual harassment, workplace violence, and hostile work environment can be conducted by the Internal Affairs Division, City of El Paso Human Resources Division, or outside investigators hired by the City. Disciplinary decisions and actions will remain with the Chief of Police. Any investigation into the above-referenced matters will comply with Article 30, Internal Affairs Investigations.

Section 32. (a) Disciplinary action in non-criminal matters must be taken against an officer within one hundred and eighty (180) calendar days following the occurrence of the incident. Disciplinary action in criminal related matters must be taken against an officer within two (2) years of occurrence of the incident or within sixty (60)

calendar days of discovery of the incident, whichever is later. The Police Chief and Association may by agreement extend these time periods.

(b) For purposes of this section, if the employee is off duty for any reason during the last five calendar days of any time limit specified in this section, the Association will accept service of any disciplinary notice. If the disciplinary notice is served on the Association, on behalf of an officer who serving on active duty with the United States Armed Services or on an authorized extended leave of absence, an appeal of the disciplinary action by the officer is automatic.

(c) The time frames set forth in Section 2 of this Article shall apply to all actual or potential disciplinary impositions regarding employees covered by this Agreement, notwithstanding any Civil Service Rule which might otherwise be read to impose a shorter time limit on the City or the Chief.

| Section ~~43~~.

A. The Chief, and only the Chief, may order or request a polygraph examination. Polygraph examinations shall be employed only after:

1. The Chief has carefully reviewed the entire case;
2. All investigative leads have been exhausted;
3. The complainant is first examined by a licensed polygraph examiner and passes such examination; and
4. The EPMPOA President, or designated representative, has been briefed on the facts of the case and the reasons for ordering the polygraph examination. The EPMPOA President will be provided access to review the entire case with reasonable review time. The EPMPOA will be given reasonable time to suggest (on the record) any investigative leads that need to be followed.

A copy of the polygraph examination shall be provided to the accused officer immediately following the examination. A copy of the independent evaluator's report shall be provided to the accused officer immediately upon receipt with the Department. When the polygraph examination is used, the accused officer and EPMPOA will be advised 24 hours in advance, in writing, prior to the administration of the polygraph test.

A police officer subjected to a polygraph examination may request a licensed examiner who an independent contractor from outside the department. An officer is not required to sign a waiver of his or her Constitutional rights or a waiver of his or her right to seek redress of grievances through state or federal courts.

B. If a police officer is subjected to a polygraph examination, the licensed examiner who administers the examination shall not know (1) the results of the

complainant's polygraph examination; or (2) the name of the licensed examiner who conducted such examination. Notwithstanding, the provisions of this Paragraph or Article 24 (Existing Conditions), any applicable prohibitions in future statutes concerning the use of the polygraph examinations shall be followed as of the date the law becomes applicable to the unit covered by this Contract.

C. Polygraphs under this Article are administrative in nature and shall be conducted in accordance with the Internal Affairs provisions outlined in this Agreement, and all administrative rights provided to an officer under this Agreement shall apply.

Section 5. All polygraph examinations shall be in compliance with existing state law.

### **ARTICLE 31 - STRESS MANAGEMENT**

Both the City and the Association believe that it is to be their mutual benefit for law enforcement personnel covered by this Agreement to have available to them a stress management program. To this end a program will be initiated. The program shall satisfy and conform to the following criteria:

- (1) The program shall have the elements of both continuity and individuality of counseling. To that end, the City, after consultation with the Association would, on an independent contract basis, engage the service of an expert in stress management whose office will be located in the City of El Paso.

The expert's duties will be to devise, implement and operate an El Paso Police Department counseling program covering the identification and treatment of stress.

- (2) There shall be four methods of entry into the program:
  - (a) Behavioral cause investigation;
  - (b) Supervisory referral;
  - (c) Voluntary participation;
  - (d) Post trauma referral.

The behavioral cause investigation is an after the fact referral made when the Police Chief orders a behavioral cause investigation be made of an Officer who has been the subject of an internal affairs investigation immediately prior thereto.

The supervisory referral results when a supervisor detects behavioral patterns which indicate that the Officer requires the intervention of the program. The supervisor can recommend that the supervisor's subordinate be required by the Chief to go to the expert, or the expert's agent, for evaluation and recommendation and such treatment as



may be deemed necessary by the expert. To this end, supervisory personnel shall be trained in the recognition of stress.

The voluntary participation method involves any officer who after evaluation, the expert determines needs to be in the program.

Post trauma referral occurs when an Officer, in the performance of his duties, has been involved in the shooting of another individual or has been exposed to any incident including, but not limited to, situations where another may have suffered injury or death, wherein the immediate supervisor of the Officer involved is of the opinion that such referral is in the best interests of the Department or the Officer.

In the cases where an Officer, in the performance of duties has been involved in a shooting, the expert and another person of the Officer's choice will be immediately notified and allowed immediate access to the Officer involved.

(3) All conversations between the Officer and the expert employed in connection with the program and records maintained by the program shall be considered privileged as to the Officer. When the expert has concluded that the Officer constitutes a clear danger to himself/herself or others, the expert shall immediately notify the Chief of said danger. In cases where an Officer is referred to the program by order of the Police Chief, the expert shall report to the Chief only compliance or noncompliance with the order to submit to evaluation and/or compliance or noncompliance with treatment of the expert. The expert shall also, at the appropriate time, report to the Chief that no further participation by the Officer is required.

(4) The stress management program should be designed so as to include physical as well as mental well-being.

(5) This program shall be designed to provide assistance to the Officer in order to manage problems of stress affecting the ability of the Officer to effectively perform the duties of a police officer. If in order to handle problems of stress peculiar to the officer it becomes necessary, in the sole opinion of the expert, to include significant other persons in order to properly handle the Officer's counseling, then same may be done. It is not the intent of this program to engage in counseling services in areas other than that which directly affect the Officer.

(6) All costs involved in the evaluation and treatment of any Officer in this program shall be paid by the City.

(7) This program shall not be construed as preventing the Chief from requiring independent evaluation of an officer by an appropriate expert on the Chief's choice.

## ARTICLE 32 - DRUG AND ALCOHOL TESTING

The City and the Association agree that police officers may be called upon in hazardous situations without warning, and that it is imperative to the interest of police officers and the public to ensure that police officers are not substance impaired. In order to further their joint interest in protecting police officers and the public, the City and the Association agree to mandatory random drug testing described in this section. During each calendar year, the Department shall conduct a number of random drug tests equal to forty percent (40%) of police officers of all ranks, including the Chief of Police, on a fair and impartial statistical basis as provided in the Police Department's Drug and Alcohol Policy. During each calendar year, an officer may be subject to one, more than one, or no drug tests as provided by the policy. Additional random testing of officers assigned to sections that conduct narcotics, vice investigations and aviation activities (pilots and drone operators) may be requested at the discretion of the Chief of Police. The fair and impartial statistical basis (in which each police officer has an equal chance of being selected) shall be by a non-discriminatory computerized program operated and certified as non-discriminatory by an independent firm hired by the City, and the employee shall be tested upon being selected by the computer. The City shall notify the officer as to whether the test was post-accident, random or based upon reasonable suspicion.

For the purposes of this section:

- A. “drug testing” shall be defined as the compulsory production and submission of urine, ~~or~~ blood, or hair follicle/strand by an officer for chemical analysis to detect the presence of prohibited drug usage.
- B. “random drug testing” shall mean drug testing of individuals selected by the method described in the prior paragraph.
- C. “reasonable suspicion” shall be defined as a judgment/conclusion that a person is unable to safely and/or effectively perform their duties due to the suspected influence of drugs, alcohol, or inhalants. Reasonable suspicion is based on specific, observable facts that an officer may be under the influence of drugs, alcohol, or inhalants. Reasonable suspicion testing is not limited by this article, except to the extent that any urine testing utilized shall be in accordance with the lab testing protocol below. Reasonable suspicion testing may involve urine, ~~or~~ blood, or hair follicle/strand as determined under existing legal standards. An Officer may, but will not be required to, take more than one of the same tests.
- D. “SAMHSA/CAP FUDT” means Substance Abuse and Mental Health Service Administration, College of American Pathologists and Forensic Urine Drug Testing.

An employee’s mandatory random drug test results and related collection and diagnostic information shall be disclosed to the City to administer and enforce the Police

Department's Alcohol and Drug Policy and this Collective Bargaining Agreement to include the administration of disciplinary action. The City and the Association otherwise regard an employee's mandatory random drug test results and related collection and diagnostic information as confidential as allowed by law unless a determination otherwise is made by the Attorney General or a Court. The City may use test results in a disciplinary hearing, but shall initially file that evidence under seal, and it shall not become public until a ruling has been made in its admissibility in the proceeding.

The City and the Association have a mutual interest in ensuring that drug impaired employees do not perform law enforcement duties. The City and the Association agree that the purpose of the mandatory random drug testing is not to punish an employee who has not violated the Police Department's Drug and Alcohol Policy. The City and the Association are committed to the principal that the mandatory random drug testing for employees is designed and will be administered to result in disciplinary action only against those officers who have violated the Police Department Drug and Alcohol Policy.

The City has developed a Police Department Drug and Alcohol Policy with procedures and protocols, which follow the requirements of SAMHSA/CAP FUDT. The Police Department Drug and Alcohol Policy currently in effect will remain unchanged during the life of the Agreement, except as modified herein, or if changes are necessary to comply with developments in the law or modifications of the Medical Review Officer Manual. The parties agree that the current police department policy is consistent with this Article, and contains additional procedural and substantive requirements, ~~and further agree that the City is entitled to continue the implementation of drug~~

The section of the Police Department Drug and Alcohol Policy dealing with mandatory drug testing and the consequences thereof is subject to amendment by the City only as the City determines is necessary to follow the requirements of SAMSHA/CAP FUDT. The City shall require and laboratory selected for collecting samples to conduct a background investigation on those laboratory personnel involved in collecting or handling an unsealed sample. In addition, the City shall require any laboratory selected for collecting samples to allow only employees who have not been arrested by members of the El Paso Police Department or convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs to be involved in the collecting or handling of an unsealed sample collected from an El Paso Police Officer.

The Association may file a grievance regarding the application, interpretation or enforcement of the language in this section, subject to mandatory arbitration if not resolved. A complaint of non-compliance which is related to an individual disciplinary matter shall be heard by the arbitrator or a hearing examiner, as elected by the subject officer.

The sample for testing shall be a split sample. The collector shall inform the officer of the size of the required sample, and shall use a chain of custody process to split, label and send the sample, which shall be forwarded for testing within twenty-four (24) hours of the sample being taken. When an officer appears unwilling or unable to give a urine specimen

at the time of the test, laboratory staff will document the circumstances surrounding the inability or unwillingness. The officer will be permitted no more than four (4) hours to provide the sample during which time he will remain in the testing area under observation. Reasonable amounts of fluid may be given to the officer to encourage urination. Failure to provide a sample may be considered a refusal to submit to a drug test. Test results shall be inadmissible in any administrative disciplinary hearing if it is determined that the laboratory collecting samples has failed to conduct a background investigation on the laboratory personnel involved in collecting or handling the unsealed sample which resulted in a positive test result. The burden of showing that a background investigation was not conducted shall be on the party seeking to have the test results excluded from the administrative hearing.

The City shall use only a SAMHSA/CAP FUDT certified laboratory for mandatory drug testing and shall require that such laboratory comply with the requirements of SAMHSA/CAP FUDT. The results of the test or tests shall be sent by the laboratory to the Medical Review Officer ("MRO") in accordance with the lab protocol or the MRO Handbook. The MRO may act separately on test results for each of the split samples from each lab. The specimens collected for testing shall be maintained in a secured area until picked up by the courier or otherwise forwarded for testing. The City shall use only a Medical Review Officer (MRO) for the City of El Paso who is a licensed physician and who is certified as a Medical Review Officer by the American Association of Medical Review Officers.

Nothing in this article shall be construed to abolish the existing authority and practice of the City to conduct drug tests for:

1. Pre-employment
2. Pre-assignment for Narcotics
3. Reasonable suspicion.
4. On return to duty after an absence of 30-calendar days or more.
5. Post - accident
6. Post - firearm discharge

Such test will be conducted under the same laboratory processes and protocols as mandatory random testing, except that laboratory protocols and provisions of the MRO handbook applicable to blood and other samples shall be followed where indicated.

### **ARTICLE 33 - COMPLETE AGREEMENT**

Section 1. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this Agreement and that the understandings and agreements arrived at by the parties hereto after the expiration of that

right and opportunity are fully set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives its rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. The parties further agree that any mutual agreement or understandings which are reached during the term of this Agreement shall be reduced to writing.

#### **ARTICLE 34 - DURATION**

This Agreement shall be in effect from the date of execution through August 31, 202~~6~~<sup>3</sup>, this Agreement shall be automatically renewed from year to year, thereafter, unless either party shall give notice in writing to the other of its intention to terminate or modify this Agreement at least 120 days before the expiration thereof. If either party has given such notice to modify this Agreement, but no new Agreement has been reached, this Agreement shall remain in effect until the earlier of the following dates: August 31, 202~~7~~<sup>3</sup>, or the date a successor agreement becomes effective.

If, in the negotiations of a successor Agreement, the parties reach "impasse" as that term is defined in Texas Local Gov't Code Chapter 174, either may utilize the Impasse Procedures set forth in Appendix "~~B~~<sup>C</sup>" to this Agreement in an attempt to resolve the impasse.

#### **ARTICLE 35 - OUTSIDE EMPLOYMENT**

Section 1. Outside employment opportunities for Officers will be governed by the City's Outside Employment Policy dated May 30, 2015. A copy of the City's Outside Employment Policy dated May 30, 2015 is appended to this Agreement as Appendix ~~E~~<sup>F</sup>.

Section 2. Neither the City nor the Department will require private employers seeking to hire Officers for outside employment to go through a City-created hiring office to facilitate such outside employment opportunities as long as its use is not mandated.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

EL PASO MUNICIPAL POLICE  
OFFICERS' ASSOCIATION

CITY OF EL PASO

By: \_\_\_\_\_  
Victor Vela,  
INTERIM PRESIDENT

By: \_\_\_\_\_  
Tommy Gonzalez,  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric Gutierrez  
City Attorney's Office

## APPENDIX “A” WAGE SCHEDULES

Section 1. Both parties recognize that the intent of the wage package is to attempt to place El Paso Officers in the middle of the range of Police Officers when comparing to wage rates in “competitive” regional cities in Texas, Arizona and New Mexico.

Appendix A-1 (effective 9/1/2023), A-2 (effective 9/1/2024), A-3 (effective 9/1/2025), and A-4 (effective 9/1/2026).

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

The parties agree to collectively bargain in good faith during the last year of this contract to determine whether the goal of paying the officers at the middle range is still achievable within the City’s financial plan.

To aid in the review, the City will provide a wage comparable analysis pursuant to the formulas demonstrated by the City in the presentation dated January 25, 2002, which is attached as “Appendix H” by February 1, 202~~6~~<sup>3</sup>.

If the parties have failed to reach a new agreement by January 1, 202~~7~~<sup>4</sup> the City shall pay an advance of one percent (1%) across-the-board increase effective the first pay period after January 1, 202~~7~~<sup>4</sup>. The one percent (1%) will be applied against any future agreed upon wage increases for FY2~~7~~<sup>4</sup>.

Formatted: Not Highlight

**APPENDIX “B” – POLICE CLASS TITLES**

<b>CODE</b>	<b>CLASS TITLE</b>	<b>GRADE</b>
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



## APPENDIX “BC” - IMPASSE PROCEDURE

Negotiations for a new contract shall commence in accordance with Chapter 174 of the Local Government Code. If impasse should be reached as defined in Chapter 174, either party may request mediation, and upon such request the parties shall immediately proceed to choose one mediator as provided herein. The function and powers of the mediator shall be as specified in Section 174.151. The mediation shall be extended for fourteen (14) calendar days, or such other period as it mutually agreeable to the parties.

If no agreement is reached through mediation, upon request of either party, the parties shall submit the dispute to one Fact Finder, chosen as provided herein. The Fact Finder shall conduct a full and fair hearing on all unresolved issues. The hearing shall be informal and strict rules of evidence shall not apply. After hearing all evidence offered by the parties and any evidence requested independently by the Fact Finder, the Fact Finder shall render a written decision making findings of fact and recommendations as to all matters in dispute. In the opinion the Fact finder shall state the reasons for the findings of fact and recommendations. In rendering such finding and recommendations the Fact Finder shall exercise independent judgment and shall not attempt to “split the difference”.

In making the findings of fact and recommendations of the Fact Finder shall consider, inter alia, the following evidence submitted to them by the parties or obtained at the Fact Finder’s direction: the overall compensation in the current contract including direct salary and fringe benefits; the income available to the City and demands on that income; a comparison of wages, hours and conditions of employment of El Paso Police Officers with the wages, hours and conditions of employment of other public and private employees performing similar services and with other employees generally in public and private employment in comparable communities and in El Paso; the hazards of employment, physical, educational, and mental qualifications, job training and skills required of an El Paso Police Officer; the cost of living in El Paso for the preceding twelve month period using localized data to the fullest extent feasible; and any current national or state policies or guidelines with respect to compensation.

The selection of the mediator and the Fact Finder shall occur as follows: when either party requests mediation or fact finding, the parties may agree to choose any mediator or fact finder or method of choosing same. If no agreement occurs within five (5) days from the request, the parties shall request a list of seven neutrals from the American Arbitration Association (AAA). Upon receiving the list, the parties shall select the mediator or fact finder by alternately striking names. The request to AAA shall state the dates on which the neutrals must be available. The mediator and the fact finder shall be selected within five (5) days after the receipt of the list from the AAA. The fee and expenses of the mediator and the fact finder shall be split equally between the City and the Association. All other expenses, including witness fees, shall be paid by the party incurring the expense or calling the witness.

If, within seven days after the fact finding, the parties have failed to agree to contract, the major, unresolved issues shall be submitted to the qualified voters of El Paso in a referendum election according to the following procedure. The election shall be held on the first date permissible under state law. By agreement the parties may submit any issue or issues to the voters. If no such agreement is reached, the each party shall be entitled to submit two issues to the voters, each issue on one distinct topic. For example, each of these constitute a distinct issue: salary, dependent health insurance coverage, promotional procedures, political activities. Each party will submit its two issues, and its alternatives to the other party's issues, so that the voters will vote on four distinct issues. Each voter will have the option of voting for all the issues of one party, or for some issues of one party and some of the other. The issues submitted to the voters will appear on the ballot exactly as each respective party would have them appear in the contract. The decision on each issue by a majority of the voters voting on the issue at the referendum election shall be binding on the parties, subject to the laws of Texas, and shall be adopted as part of the collective bargaining agreement. In the absence of agreement of the parties to the contrary, the term of the provisions adopted by the voters shall be the same as the term of entire contract entered into by the parties, or, in absence of such a contract, shall extend until the next August 31 following the election or until a new contract is agreed upon. The Association shall pay the cost of printing the ballots. All other costs of the election shall be paid by the City. The place of the respective parties on the ballot shall be determined by coin flip.

APPENDIX “**CD**” - REQUEST FOR LATERAL TRANSFER FORM

TO: CHIEF OF POLICE

REQUEST FOR LATERAL TRANSFER  
OF JOB ASSIGNMENT

I, \_\_\_\_\_, am formally requesting that I be considered for

\_\_\_\_\_  
(Job Title)

\_\_\_\_\_  
(Job Grade)

\_\_\_\_\_  
(Department)

the next time there is a permanent vacancy and the Chief plans to fill that vacancy.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Present Job, Title, Grade, Department)

\_\_\_\_\_  
(Date)

cc: Employee File  
Personnel

**APPENDIX “~~DE~~” - PERSONNEL FILES**  
**(Section 143.089, Local Government Code)**

(a) The Director or the Director’s designee shall maintain a permanent personnel file on each fire fighter and police officer. The personnel file must contain any letter, memorandum, or document relating to:

(1) a commendation, congratulation, or honor bestowed on the fire fighter or police officer by a member of the public or by the employing Department for an action, duty, or activity that relates to the person’s official duties:

(2) any misconduct by the fire fighter or police officer if the letter, memorandum, or document is from the employing Department and if the misconduct resulted in disciplinary action by the employing Department in accordance with this Act; and

(3) the periodic evaluation of the fire fighter or police officer by a supervisor.

(b) A letter, memorandum or document relating to alleged misconduct by the fire fighter or police officer may not be placed in the person’s permanent personnel file if the employing Department determines that there is insufficient evidence to sustain the charge of misconduct.

(c) A letter, memorandum or document relating to disciplinary action taken against the fire fighter or police officer or to alleged misconduct by the fire fighter or police officer that is placed in the person’s permanent personnel file as provided by Subsection (a)(2) of this section shall be removed from the employee’s file if the Commission finds that:

(1) the disciplinary action was taken without just cause; or

(2) the charge of misconduct was not supported by sufficient evidence;

(d) If a negative letter, memorandum, document, or other notation of negative impact is included in a fire fighter’s or police officers permanent personnel file, the Director or the Director’s designee shall, within 30 days, notify the affected fire fighter or police officer. The fire fighter or police officer may, on or before the 15<sup>th</sup> day after the date of receipt of the notification, file a written response to the negative letter, memorandum, document, or other notations.

(e) The fire fighter or police officer is entitled, on request, to a copy of any letter, or document placed in the person’s permanent file. The City may charge a fire fighter

or police officer a reasonable fee not to exceed the actual cost for any copies provided under this subsection.

(f) The Director or the Director's designee may not release any information contained in a fire fighter's or police officer's permanent personnel file without first obtaining the person's written permission, unless the release of the information is required by law.

(g) A Fire or Police Department may maintain a personnel file on a fire fighter or police officer employed by the Department for the Department's use, but the Department may not release information contained in the Department file to any agency or person requesting information relating to a fire fighter or police officer. The Department shall refer to the Director or the Director's designee a person or agency that requests information that is maintained in the fire fighter's or police officer's personnel file.

(h) As provided by Section 1701.451, Occupations Code, a law enforcement agency hiring a police officer is entitled to view the contents of the officer's personnel file maintained under subsection (g).

| **APPENDIX “EF” – OUTSIDE EMPLOYMENT**

## APPENDIX “**EG**” - TRANSFER PROCEDURES AND SPECIALTY UNIT ASSIGNMENT

**PURPOSE:** To establish procedure for processing employee requests for transfer between work units and specialty unit assignment; to establish a timely and orderly system of applying for and filling vacant positions; and to best utilize the skills and talents of each employee.

**POLICY:**

- A. It is the policy of the El Paso Police Department to give notice to all eligible employees of potential openings or current vacancies. The Department strives to ensure fair, equitable treatment and consideration of all applicants for any position.
- B. The Chief of Police retains the right to direct transfers deemed in the best interest of the Department. These procedures will not apply to situations when transfer of reassignment is deemed appropriate and in the best interest of the Department.
- C. The Department also maintains provisions for temporary transfer (TDY) of employees when it is deemed appropriate and in the best interests of the Department.

**AMENDMENTS:** Nothing herein prohibits the Association and the Chief of Police from meeting and conferring on amendments. Any amendments will be attached as a Letter of Agreement signed by the Association and the Chief of Police and adopted as a pilot program.

**DEFINITIONS:**

Transfer is the permanent reassignment of personnel from one work unit to another.

Coveted positions are those deemed by the Department as highly sought after. Assignment to coveted positions are made based upon consideration of training, experience and a formalized interview process.

- D. Specialty Unit Assignment is the assignment of personnel to positions which are held concurrently with their regular duty assignment. Such assignments include: SWAT, Combined Search and Rescue (COMSAR), Crisis Management Team (CRT), Bomb Squad, Hazmat Team, and Shooting Review Team (SRT).
- E. Reassignment is the assignment of an employee to another position within the same work unit.

Temporary Transfer (TDY) is the temporary placement of personnel in an assignment out of their work unit yet within their existing job classification.

**PROCEDURE:**

**Coordination.** Planning and Research (P&R) will coordinate the application and selection process for vacancies of coveted positions. P&D is responsible for:

1. Maintaining files of position requirements and qualifications;
2. Preparing and distributing electronic mail announcements of job openings including the qualifications and filing period;
3. Collecting and forwarding applications to Division Commanders;
4. Verifying receipt of applications and returning incomplete applications to the applicant;
5. Coordinating with Division Commanders to assure development of objective measurements and evaluation criteria;
6. Forwarding selection information and notify applicants of their final status;
7. Maintaining a database of each request/vacancy/transfer transaction for two years after selection;
8. Notifying the Chief of Police when a person has requested and been denied transfer after four requests.

F. **Requests to fill positions.** Division Commanders will forward requests to fill coveted positions through the Chain of Command to P&R. Requests to fill non-coveted positions will be coordinated through the chain of command, as designated by the Chief of Police.

G. **Applying for transfer.** Individuals requesting a transfer will submit their request on the approved form via email directly to Planning and Research. All supervisors within the individual's current chain of command shall be carbon copied in the email. Requests for transfer are not held back in any manner by the requesting individual's chain of command. In order to be considered, applicants must be in good standing, have completed the minimum 45 college hours, and must be free of disciplinary history relevant to the position. If the applicant is deemed to be "not qualified" by the Chief of Police, the assistant chief involved in the screening shall meet with the applicant and inform them of their decision. All persons meeting the minimum qualifications are considered applicants.



- H. **The interview process.** Division Commanders may use an informal interview process for filling non-coveted positions. An interview panel will be convened for positions using the following guidelines:
1. The Division Commander and PDHR, will arrange for an interview panel to interview all applicants. The panel will consist of three supervisors, at least one of whom is from within the same division as the vacant position. Board members must be at least one rank higher than that of the vacancy. All applicants for the same position will be interviewed by the same panel.
  2. All interviewees will be asked the same questions and allotted the same amount of time to respond. The interview panel should be clear on the questions that are to be asked, appropriate answers, and all other criteria to be used in evaluating applicants prior to beginning any interviews.
  3. The panel will rate each applicant in one of the following categories: (1) Highly qualified; (2) Qualified; or (3) Not qualified. An explanation of the deficiencies causing a rating of "Qualified" or "Not Qualified" will be forwarded along with the ratings to the Unit/Section Commander.
  4. At the time the interviews are scheduled, written notification shall be made to the Association. The Association Representative must be present at all interview boards or panels.
- I. **Selection.** The Unit/Section Commander will recommend the selection of an applicant from the pool of applicants rated as "Highly Qualified." The recommendation is forwarded in a memo containing a list of all applicants and their rating through the chain of command to the Bureau Commander. The Bureau Commander will recommend approval of the selected individual or another person rated as "Highly Qualified" and forward the recommendation through the Chain-of-Command to the Chief of Police who has final authority on all transfers.
- J. **Notification and Review.** Transfer orders are prepared and distributed by the Office of the Chief. Upon final approval of the transfer, P&R is notified of the rating of all applicants, the name of the person selected and the deficiencies noted by the interview panel resulting in a rating of less than "Highly Qualified." PRD will notify each applicant of their ratings, any noted deficiencies and the name of the person selected for the position. An officer denied a transfer or job assignment may file a written informational complaint with the Chief of Police. The Chief of Police shall meet personally with the officer within 30-calendar days of written complaint being filed.
- K. **Minimum commitment.** Employees receiving transfer are expected to honor the minimum commitment period (if any) stipulated in the position announcement. The commitment period excludes promotion and special cases will be evaluated by the

unit/section commander on an individual basis. Outstanding transfer requests are purged at the time permanent transfer is granted.

- L. **Temporary transfers (TDY).** TDY transfers are approved through the Executive Staff. Temporary transfers do not change existing staff tables, however, transfer papers are initiated by the Office of the Chief for documentation purposes.

M. **Lateral transfers.** Requests for transfer between Regions may be submitted by personnel assigned to patrol functions and general detectives at any time. Such requests will be considered, however staffing shortages and other mitigating circumstances may prevent approval. Probationary officers may not request transfers. Approved requests for transfers will be forwarded through the P&R to the Executive Staff for final approval and initiation of transfer papers. When multiple requests are made for the same location, selection will be made in the order that Planning received the request. Transfer requests will expire automatically after one year from the date received.

- N. **Specialty unit assignments.** Requests for assistance to and the selection of persons to specialty unit positions follow the same procedure as requests for transfer to all coveted positions except that interviews are handled by the specialty unit commander who will also coordinate the administration of any applicable physical or skills testing required. At the conclusion of the process, the commander will evaluate all scores against predetermined percentage weights and compile a ranked list of qualified applicants. Selection will be made based upon the list.

After the announcement and disqualification process has been complete and the vacancy now falls under as Non-Coveted due to the lack of qualified candidates the Chief may re-announce the vacancy or fill such vacancy; however, the candidate that is selected to fill the vacancy shall meet the original basic qualification requirements on the published announcement.

APPENDIX “GH” – January 25, 2023 Wage Formula Document

## APPENDIX “**HF**” - GARRITY WARNING

I have been advised that I will be questioned as part of an Official Administrative Investigation. I will be asked questions specifically directed and narrowly related to the performance of my official duties or fitness for office. I am entitled to all the rights and privileges guaranteed by the laws and the Constitution of the United States, including the right not to be compelled to incriminate myself in criminal matters. I also have certain rights granted to me by the contract between the City of El Paso and the EPMPOA, and the Civil Service Rules and Regulations.

I have been further advised that if I refuse to testify or to answer truthfully questions relating to the performance of my official duties or fitness for duty, I will be subject to Department charges and disciplinary action up to and including termination. If I do answer, neither my statements nor any information or evidence gained by reason of such statements can be used against me in any subsequent criminal proceedings. However, these statements and any information or evidence gained by reason of such statements may be used against me for any other lawful purpose including but not limited to disciplinary action.

## Appendix “**I**” - PATROL SHIFT BIDDING

Within 90 business days of ratification and execution of this Agreement, the Chief of Police will review and revised as appropriate, the Regional Command Operations Manual rev. 2015 (Section 3.3 page 4). The Association shall be invited to present its views with regard to any proposed change to the Chief or other responsible City official to be designated in the notification. The final decision with regard to the scope of any changes shall remain with the City:

3.3 PATROL SHIFT BIDDING. The PROS scheduling system is based on a 4-10 work schedule designed so that officers are assigned to a permanent shift with days off for a specific time frame. Each Regional Command is responsible for creating a PROS schedule best suited for their region. Officers will be assigned to a shift based on their region's bidding system. The bidding process will be based on the following guidelines. (CALEA 41.1.1a, b, c, d, e, f)

A. Officers will have an opportunity to bid for day shift, evening shift or graveyard shift once every quarter. Probationary officers are not included in the bidding process or PROS schedule and are assigned to shifts based on the policies of the FTO Program.

B. Bid sheets will be distributed to the officers at least forty-five (45) days prior to the beginning of the next quarter so that schedules can be entered into the system for Municipal Court scheduling.

C. The assignment of officers to a shift will be based on seniority according to their first or second choice of shifts and the number of slots allotted to each shift.

D. The assignment of an officer's work hours, assigned district, rotation between assigned districts (if any), and days off will be at the discretion of the Shift Commander and based on the PROS schedule. (CALEA 41.1.1d,e,f)

**APPENDIX “~~J~~**K**” - SCHEDULE OF BENEFITS**