

**AMENDMENT
TO THE
ARTICLES OF AGREEMENT
BETWEEN THE
CITY OF EL PASO
AND THE
EL PASO MUNICIPAL POLICE OFFICERS ASSOCIATION**

Effective upon execution of this Amendment to the Articles of Agreement between the City of El Paso and the El Paso Municipal Police Officers Association, dated August 26, 2008, the following provisions shall be added or amended as set forth herein:

Paragraph 1. **ARTICLE 5, HOURS OF WORK, SECTIONS 2 and 3, are amended to read as follows:**

Section 2. 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 employee's regular straight-time hourly rate of pay, except as provided herein and in Article 11. 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 shall be counted as non-productive time for the purposes of accruing overtime. The use of all other accrued leave including "Special Personal Days" and "Special Leave Funeral" shall be counted as productive time.

During FY 2010 and FY 2011 (September 1, 2009 through August 31, 2011), employees who are scheduled to work and actually work the holidays designated under Article 11 as New Year's Day, Martin Luther King Day, Independence Day and the First Monday in September (hereafter "designated holidays"), shall not be paid at an overtime rate, but shall receive 16 hours of compensatory time in lieu of overtime, except as provided in Article 11 for employees working the four-10 hour day program.

Employees shall have the option of requesting compensatory time in lieu of overtime. Employees may accrue a maximum of 120-hours of compensatory time, however the employee shall only be paid for a maximum accrual of 80-hours upon termination of employment. The employee shall be allowed to use the accrued compensatory time under the same policies that exist for the use of vacation days. Employees may request compensatory time off in increments of one (1) hour or more.

During Fiscal Years 2010 and 2011 employees may accrue a maximum of 180-hours of compensatory time, however the employee shall only be paid for a maximum accrual of 150-hours upon termination of employment, if the employment is terminated during Fiscal Years 2010 and 2011. Effective September 1, 2012, the maximum accrual of compensatory time shall return to 120-hours and an employee shall only be paid for a maximum accrual of 80-hours upon termination of employment, provided however, any employee who, on September 1, 2012, has a

balance of compensatory time exceeding 120-hours, shall within the subsequently-following twelve months, make appropriate requests to use and use all compensatory hours exceeding 120-hours, so that the balance of his compensatory time is reduced to 120-hours or less by September 1, 2013. Effective September 1, 2009 to August 31, 2013 any employee who has requested to use compensatory time and is denied such request three consecutive times shall be paid for the compensatory time that was denied, provided however, that a denial of a request to use compensatory time on a day that is a holiday listed in Section 1 of Article 11 or the day before or the day after such a holiday excluding the employee's birthday, shall not count as a denial under this section. The monetary payment will be paid on the following pay period after the third denial. Every effort shall be made to allow officers to take their compensatory time.

The City shall not reduce an employee's regular schedule for the purpose of avoiding or reducing the payment of overtime. If an employee is scheduled to work on a holiday but the City determines that the employee is non-essential, then providing the employee with the holiday off is not a violation of this provision, and the City shall not make a determination regarding the status of an employee as being essential or non-essential for the purpose of avoiding or reducing the payment of overtime or paying compensatory time in accordance with this Section and Article 11.

Section 3. If an employee 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 including but not limited to the designated holidays, the employee 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 employee shall be deemed to have worked a minimum of three hours. If an employee on sick leave or funeral leave is called back to work or subpoenaed under similar circumstances, the employee 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 employee's accumulated sick leave.

(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.

Paragraph 2. **ARTICLE 8, INSURANCE AND BENEFITS, SECTION 2, SUBSECTION (a), is amended to read as follows:**

Section 2. All employees covered by this Agreement who wish to participate in a City sponsored health benefit program may elect to be covered by the Buy up Plan, the Core Plan or the HMO as follows:

(a) The Buy Up Plan and the Core Plan of the City of El Paso Health Insurance Benefit Program (for as long as it is offered by the City) will not be amended for employees covered by the Agreement during the terms of this Agreement without the mutual consent of the parties. Participation in such plan is subject to the employee contributing to such plan at the rate of contribution as agreed to by the parties and the rates agreed to by the parties shall not be

amended during the terms of this Agreement without the mutual consent of the parties. Participation in such plan is further subject to all program and coverage requirements, policies and conditions as set by the City for such plan, and the requirements, policies and conditions shall not be amended during the terms of this Agreement without the mutual consent of the parties. The benefits provided are those stated in the Schedule of Benefits (hereinafter referred to as "Schedule of Benefits") which is attached and incorporated as Appendix K. This agreement and the Schedule of Benefits for health benefits adopted herein, shall control the available health benefits during the term of this agreement, for employees covered by this Agreement.

For the calendar year 2008, the employee contributions to the Buy Up Plan shall be:

- \$80.00 per month for employee coverage;
- \$170.00 per month for employee coverage with one dependent; or
- \$210.00 per month for employee coverage with two or more dependents.

For the calendar year 2008, the contribution to the Core Plan shall be:

- \$41.00 per month for employee coverage;
- \$96.00 per month for employee coverage with one dependent; or
- \$152.00 per month for employee coverage with two or more dependents.

The parties agree that any increases to the employee contribution for participation in the Buy Up and Core plan for the calendar year 2009 will be capped at 5%. The parties further agree that any increases to the employee contribution for participation in the Buy Up and Core plan for the calendar years 2010, 2011, 2012, 2013 and 2014 will be capped at 5% per year.

Beginning calendar year 2010, the parties agree that the deductible on Buy Up Plan shall increase from \$250.00 to \$300.00.

A prescription drug program will be established by the plan requirements as approved by the City Council.

For the calendar year 2008, the prescription costs at participating pharmacies to the employee who elects coverage by either the Buy Up or Core Plan will be:

Retail (30 day supply)	
Generic	\$10 Co-payment
Preferred Brand	\$20 Co-payment
Non-Preferred Brand	\$40 Co-payment
Mail Order (Retail – 90 day supply)	
Generic	\$20 Co-payment
Preferred Brand	\$40 Co-payment
Non-Preferred Brand	\$80 Co-payment

For the calendar year 2009, the prescription costs at participating pharmacies to the employee who elects coverage by either the Buy Up or Core Plan will be:

Retail (30 day supply)	
Generic	\$10 Co-payment
Preferred Brand	\$25 Co-payment
Non-Preferred Brand	\$40 Co-payment
Mail Order (Retail – 90 day supply)	
Generic	\$20 Co-payment
Preferred Brand	\$50 Co-payment
Non-Preferred Brand	\$80 Co-payment

In addition for calendars year 2010, 2011, 2012, 2013 and 2014, the prescription costs at participating pharmacies to the employee who elects coverage by either the Buy Up or Core Plan will increase as follows:

Retail (30 day supply)	
Generic	\$15 Co-payment
Preferred Brand	\$30 Co-payment
Non-Preferred Brand	\$45 Co-payment
Mail Order (Retail – 90 day supply)	
Generic	\$30 Co-payment
Preferred Brand	\$60 Co-payment
Non-Preferred Brand	\$90 Co-payment

The parties agree that the City shall have the right to change health insurance health benefit administrators, or necessary contractors or subcontractors during the term of the Agreement with a thirty (30) calendar day notice to the Association.

Paragraph 3. **ARTICLE 11, HOLIDAYS, SECTION X, is amended to read as follows:**

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

New Year's Day	Thanksgiving
Martin Luther King Day	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
First Monday in September	

Section 2. When any legal holiday listed above falls on a Saturday, the preceding Friday may be considered the legal holiday. When any legal holiday listed above falls on a Sunday, the following Monday may be considered the legal holiday. This Section shall apply

only to employees whose normal work days are Monday through Friday and are not on a rotating shift.

Section 3. 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 employees will be compensated for holidays as follows:

Employees 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.

Employees not working the holiday when the holiday falls on their scheduled day off will receive ten (10) hours pay addition to their forty (40) hour work schedule for the week.

Employees working the holiday will receive ten (10) hours pay in addition to their forty (40) hour pay for the week, provided however, during FY 2010 and FY 2011 (September 1, 2009 through August 31, 2011), employees who are scheduled to work and actually work the holidays designated under Article 11 as New Year's Day, Martin Luther King Day, Independence Day and the First Monday in September (hereafter "designated holidays"), shall not be paid at the rate of time and one-half of the employee's regular straight time hourly rate of pay, but shall receive 20 hours of compensatory time in lieu of overtime.

Employees shall receive ten (10) hours for their employee birthday holiday.

If the city provides non-bargaining unit employees with an additional holiday, members of the bargaining unit shall receive the additional holiday.

Paragraph 4. **ARTICLE 17, LEAVE FOR ASSOCIATION BUSINESS, SECTION 4, is amended to read as follows:**

Section 4. Each year on or before January 1, the City shall assess from each Association member three (3) hours of accrued vacation leave time 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 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. The Association agrees not to request and the City agrees not to deduct the three (3) hours of accrued vacation leave for the Association business leave pool for Fiscal Year 2010.

Paragraph 5. **ARTICLE 19, PROMOTIONAL EXAMINATIONS is amended to add a new SECTION 8 to read as follows:**

Section 8. The parties agree that all provisions set forth in this Section shall apply only to promotional examinations for the positions set forth herein for the period from September 1, 2009 through August 31, 2011. The parties agree that this equivalencies permitted in this Section shall sunset on August 31, 2011. At such time as this Section no longer governs the educational requirements for a particular position set forth herein, 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.

For the purposes of determining the equivalencies permitted in this Section through August 31, 2011, 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

(a) Sergeant's Promotional Examination:

Education and Experience: A Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE) Intermediate Certificate plus (4) years of experience as a commissioned police officer with the El Paso Police Department in any rank below Police Sergeant; or the equivalent to a combination of an accredited Associate's degree or sixty (60) semester credit hours toward an accredited Bachelor's degree in Police Sciences, Law Enforcement, Criminal Justice, Business or Public Administration or related field, plus four (4) years of experience as a commissioned police officer with the El Paso Police Department in any rank below Police Sergeant.

(b) Lieutenant's Promotional Examination:

Education and Experience: A Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE) Advanced Certificate plus six (6) years of experience as a commissioned police officer, including two (2) years as a Police Sergeant; or the equivalent to a combination of an accredited Bachelor's degree in Police Sciences, Law Enforcement, Criminal Justice, Business or Public Administration or related field, plus six (6) years of experience as a commissioned police officer, including two (2) years as a Police Sergeant. For the purpose of substituting experience for no more than one-half of the college education requirement, the work experience must be as time in service as a sergeant.

(c) Commander's Promotional Examination:

Education and Experience: A Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE) Master Peace Officer Certificate plus eight (8) years of experience as a commissioned police officer, including one (1) year as a Police Lieutenant; or the equivalent to a combination of an accredited Bachelor's degree in Police Sciences, Law Enforcement, Criminal Justice, Business or Public Administration or related field, plus eight (8) years of experience as a commissioned police officer, including one (1) year as a Police Lieutenant. For the purpose of substituting experience for no more than one-half of the college education requirement, the work experience must be as time in service as a lieutenant.

Paragraph 6. APPENDIX "A", CITY OF EL PASO, POLICE DEPARTMENT WAGE FORMULA, SECTIONS 2, AND 3, are amended to read as follows:

Section 2. Except for FY 2010, the City shall pay the agreed upon wage formula effective September 1 of each fiscal year for the following Fiscal Years: FY 2009 (September 1, 2008 – August 31, 2009), FY 2011 (September 1, 2010 – August 31, 2011), FY 2012 (September 1, 2011 – August 31, 2012), FY 2013 (September 1, 2012 – August 31, 2013), and FY 2014 (September 1, 2013 – August 31, 2014). For FY 2010 (September 1, 2009 – August 31, 2010), the FY 2009 agreed upon wage formula shall be paid from September 1, 2009 through January 2, 2010. Beginning on January 3, 2010, the agreed upon wage formula shall be paid for the remainder of FY 2010 in the manner provided in this Section.

The parties agree that City may defer any percentage increase in excess of two percent (2%) in a fiscal year for a period not to exceed nine (9) months, provided however, the City shall defer any increase that may be due pursuant to this paragraph during FY 2010 to the pay period that begins on June 7, 2010. The parties agree to place a maximum cap on the percentage increase that the City will have to pay in any particular fiscal year to no greater than four percent (4%). For the purposes of clarity, the City intends for FY 2010 to defer 2% of the scheduled total 4% wage increase previously scheduled for September 1, 2009 for approximately four (4) months and pay the remaining balance due based on the agreed upon wage formula not to exceed 2% on June 7, 2010.

Under no circumstances will the pay of police officers be reduced as a result of this formula.

Section 3. Both parties recognize that the intent of the wage package is to attempt to place El Paso Police Officers in the middle of the range of Police Officers employed in comparable cities in the Southwest by utilizing the "Market Approach." Both parties also recognize that there are factors that could impact the City's ability to do so beyond the term of this contract. Therefore, 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.

If the parties have not reached a new Agreement for FY 2014 (September 1, 2014 – August 31, 2015) by August 31, 2014, the agreement shall be extended an additional year to August 31, 2016 based on the wage formula, unless the City Manager gives the Association written notice on or before July 31, 2014 that the City Manager has determined that wages cannot be increased based on the wage formula, such determination to be at the sole discretion of the City Manager. If the City Manager gives such notice, both parties shall continue to negotiate toward a new Agreement for FY 2015. If the parties have failed to reach a new agreement by January 1, 2015 the City shall pay an advance of one percent (1%) effective January 1, 2015. The one percent (1%) will be applied against any future agreed upon wage increase, if any, whether based upon the wage formula or any negotiated wage increase for FY 2015.

Paragraph 7. **ARTICLE 34, DURATION, is amended to read as follows:**

This Agreement shall be in effect from the date of execution through August 31, 2014, 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 unless and until a successor agreement becomes effective.

Paragraph 8. Except as herein amended, the Articles of Agreement between the City of El Paso and the El Paso Municipal Police Officers Association, dated August 26, 2008, shall remain in full force and effect for the time periods as set forth in Article 34 as amended herein.

DATED this 25th day of August 2009.

EL PASO MUNICIPAL POLICE
OFFICERS' ASSOCIATION

By: _____
Robert Gomez
PRESIDENT

CITY OF EL PASO

By: _____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

Elaine S. Hengen
Senior Assistant City Attorney