

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

DEPARTMENT: City Manager

AGENDA DATE: August 26, 2008

CONTACT PERSON/PHONE: William F. Studer, Deputy City Manager, 541-4252

DISTRICT(S) AFFECTED: All

SUBJECT: Resolution that the City Manager be authorized to sign the Articles of Agreement between the City of El Paso and the El Paso Municipal Police Officers' Association, for the contract period covering September 1, 2008 through August 31, 2012.

BACKGROUND / DISCUSSION: The collective bargaining agents for the City and El Paso Municipal Police Officers' Association have reached a tentative agreement after two months of collective bargaining. The Association membership has voted to approve the tentative agreement and it is now submitted to the City Council for a vote. The major changes to the agreement include changes in the health care plan for the membership and dependents to finish their transition to the current plan provided for other city employees; an increase in the amount of vacation and compensatory time that officers may accrue; changes in the Internal Affairs investigatory process to require the tape recording of all statements and a new condition, similar to provisions elsewhere in Texas, that will provide that officers will not be questioned without a prior 48 hour notice, unless exigent circumstances exist; the implementation of random drug testing for all officers including the Chief; and provisions that will allow the Chief to meet with the Association to discuss a reserve officer force, a new physical fitness policy, and new procedures for job transfers. Additionally, the agreement that is being submitted for approval by the City Council contains provisions that will allow for the continued use of polygraph examinations as part of an administrative investigation, with additional, specific guidelines as to the process.

Salaries will continue to be set based on a comparison with seven comparable regional cities. Other incentives are provided for motorcycle hazard pay, field training officer (FTO) pay, and education (college degrees) pay. Lastly, the clothing allowance for detectives is being increased.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

The prior collective bargaining agreement was approved by the City Council on December 13, 2005 and expires August 31, 2008.

AMOUNT AND SOURCE OF FUNDING: General Fund, Police Department Budget. Funding for FY09 was included in the budget in anticipation of reaching the agreement.

BOARD / COMMISSION ACTION: N/A

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

LEGAL: (if required) James S. [Signature] **FINANCE:** (if required) _____

DEPARTMENT HEAD: [Signature] _____

(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign the Articles of Agreement between the City of El Paso and the El Paso Municipal Police Officers Association for the contract period covering September 1, 2008 through August 31, 2012.

Dated this 26th day of August 2008.

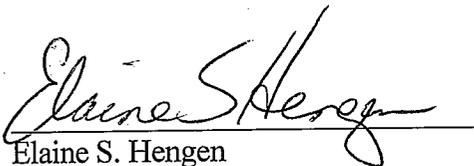
CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

ARTICLES OF AGREEMENT

Between

CITY OF EL PASO, TEXAS

and

**EL PASO MUNICIPAL
POLICE OFFICERS' ASSOCIATION**

September 1, 2008 – August 31, 2012

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

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, 2008, is between the CITY OF EL PASO, TEXAS, hereinafter called the "City", and the EL PASO MUNICIPAL POLICE OFFICERS ASSOCIATION, hereinafter called the "Association."

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

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.

Section 2. 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 P 7 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 P 7 and above shall serve at the pleasure of the Police Chief and may be demoted from said position at the Chief's discretion. If any such employee is demoted by the Chief to a position below P 7, the employee shall normally be returned to the class grade from which the employee was appointed and the employee'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 employee would have been automatically entitled had he continuously remained in said competitive classification. If the Police Chief demotes an employee to a class grade lower than that from which the employee was appointed, the employee 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, no more than six positions (exclusive of the Police Chief) shall be subject to the terms of this Section.

Section 4. An employee shall be deemed to be a probationary employee for the first twelve months after the employee has successfully completed the Basic 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 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 employee. A probationary employee may be discharged at any time at the discretion of the Chief, without appeal to the Commission.

Section 5. In the event that an employee 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 employees 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 for the sole reason of disciplining an employee.

ARTICLE 3 NO STRIKE, NO LOCK-OUT

Section 1. The City agrees that it will not lock out the employees covered by this Agreement.

Section 2. The Association agrees that neither it nor any of the employees 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 a 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 employee or employees 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 employee 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 employee 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.

ARTICLE 4 WAGES

Section 1. The employees covered by this Agreement shall be paid according to the wage schedules attached hereto as Appendix "A", subject to the following conditions:

- (a) All officers will initially receive the pay for the level they are at in accordance with Appendix "A",
- (b) Thereafter and upon their anniversary dates, all officers below the rank of deputy chief shall automatically advance to the next higher level in their Class Grade;
- (c) Any officer of the rank of deputy chief 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 will assure an increase of at least 5% in pay; provided that, if rounding an employee'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;
- (e) Promotion to detective shall not result in an advancement in level;
- (f) Any 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;

- (g) Promotion to detective will be based on Examination pursuant to Civil Service Rules;
- (h) Promotion to sergeant will be pursuant to Examination under Civil Service Rules; and
- (i) Promotions within the lieutenant and commander Class Grades will be pursuant to the Civil Service Rules.

Section 2. Effective January 4, 2009, Employees who are assigned duty and actually work between the hours of 6:00 p.m. and 6:00 a.m. shall receive premium pay of 4% of their hourly rate of pay. If the shifts are overlapping employees will only receive premium pay for the hours actually worked between 6:00 p.m. and 6:00 a.m.

Section 3. Field Training Officers, who shall be appointed by or approved by the Chief, shall receive an additional 4% of their salary added to their regular class grade and level pay during the period they serve. Upon completion of their duties, they shall revert to their regular grade and level pay.

Section 4. Any officer may be temporarily appointed for up to 19 working days to perform the duties of a higher rank without additional compensation. After 19 working days acting in such position, the officer may be appointed by the Chief of Police for a maximum of 42 working days, provided the individual so acting shall be compensated at the higher rank in the level that will give the officer an increase in salary during such 42 working days, or portion thereof. Any further extension of a temporary appointment shall be pursuant to and in accordance with the Section 6.6 of the City Charter and the Civil Service Rule 7, and shall be compensated at the higher rank in the level that will give the officer an increase in salary.

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

Section 6. Effective September 1, 2008, motorcycle hazard pay shall be \$50.00 bi-weekly. Effective September 1, 2009, motorcycle hazard pay shall be \$75.00 bi-weekly. Effective September 1, 2010, motorcycle hazard pay shall be

\$100.00 bi-weekly. 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.

ARTICLE 5 HOURS OF WORK

Section 1. Employees are normally scheduled to work 40 hours per week in five eight-hour days, but nothing in this Agreement shall constitute a guaranteed minimum or 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.

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 departmental unit prior to changing a departmental unit to or from a four-10 hour day shift. Employees assigned to the four-10 hour day shift shall have consecutive days off. However, at the request of the employee, subject to the discretion and approval of the Department, the employee may be granted split days off. 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. 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. 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.

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.

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 department determines that the employee is non-essential, then providing the employee with the holiday off is not a violation of this provision.

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, 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.

Section 4. If an employee 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 employee would otherwise be off duty, the employee 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.

Section 5. The provisions of Sections 3 and 4 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 6. Employees 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 employees 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 7. The City shall provide each employee with a minimum of 32 hours paid in-service training and 8 hours of firearms training during the contract year. In-service training shall be optional at the employee's discretion, except that the Chief retains the right to assign any employee to any in-service training program.

(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 8. The City reserves the right to place employees on standby status at their residence at the overtime rate. In such a case, the employee 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 employee 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 employee 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 employee 's taking with him any appropriate uniform and/or dress clothes while he leaves home.

Section 9. Where scheduling and manpower contingencies permit, the City will arrange an employee's work schedule so as to permit the employee to attend college.

Section 10. For the purposes of this Article, assistant chiefs, deputy chiefs and commanders shall be considered exempt employees and shall not be eligible for overtime under this Agreement.

ARTICLE 6 INCENTIVE PAY

Section 1. The City shall pay each employee holding an Advanced 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 \$55.00 per month.

Section 2. The City shall pay each employee holding an Associate's degree granted by an accredited college or university the sum of \$20.00 per month. The City shall pay each employee holding a Bachelor's degree granted by an accredited college or university the sum of \$40.00 per month. The City shall pay each employee holding a Master's degree granted by an accredited college or university the sum of \$65.00 per month.

Effective January 4, 2009, the City shall pay each employee holding an Associate's degree granted by an accredited college or university the sum of \$20.00 per month. The City shall pay each employee holding a Bachelor's degree granted by an accredited college or university the sum of \$100.00 per month. The City shall pay each employee holding a Master's degree granted by an accredited college or university the sum of \$125.00 per month.

This section shall apply to the highest degree held by the employee. 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 Officer Standards and Education.

Effective January 3, 2010, the City shall pay each employee holding an Associate's degree granted by an accredited college or university the sum of \$20.00 per month. The City shall pay each employee holding a Bachelor's degree granted by an accredited college or university the sum of \$125.00 per month. The City shall pay each employee holding a Master's degree granted by an accredited college or university the sum of \$150.00 per month.

Section 3. 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 4. Pension contributions will be made on any cash payments under this Article.

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. The parties agree that Charter section 6.13-11D is not abrogated by this Agreement.

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 \$15,000.00 for employees, plus \$2,000.00 for the employee's spouse and \$1,000 for the employee's dependent children 14-days of age, but less than 22 years unless dependent is a full time student under 25 years of age.

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 either 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 and 2012 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 and 2012 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.

(b) Employees shall have the option of membership in a federally qualified Health Maintenance Organization (HMO) as an alternate to health insurance coverage. The parties understand that the City will not offer an HMO plan. If an employee elects to enroll in an HMO plan instead of the Buy Up or Core Plan, it is the employee's responsibility to meet the enrollment requirements of the HMO plan. For those employees electing the HMO plan, the prescription drug program will be included as a benefit of the HMO plan and co-payments for prescriptions will be established by the plan requirements. Should an employee opt for HMO membership, the City shall contribute to the HMO up to, but not

more than, the amount equal to the employee's insurance premium where fully insured, or the cost to provide the health benefits where self-funded, that the City would otherwise have been obligated to pay for the employee's health coverage. Any difference between the amount of the City contributes and the cost of HMO membership shall be deducted from the employee's paycheck and forwarded to the HMO.

(c) In addition, employees covered by this Agreement shall be Considered eligible employees under the City's Section 125 Cafeteria Plan.

(d) A dental and optical benefit program equivalent to that presently in effect shall also be provided. Any contributions currently in effect for those programs shall remain the same. 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.

(e) No pension contributions will be made on any cash payments under this Section.

(f) The Association shall have the right to place one member on an Advisory Insurance Committee as established by City Council. Should the City fail to establish or maintain such a committee, the City agrees to meet with the Association during the term of this Agreement regarding Health Benefits.

Section 3. 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 4. The City, at no premium cost to it, will cooperate with the Association in providing optional Term Life Insurance upon the life of employees covered by this Agreement upon the following conditions:

- (a) The premium rates per \$1,000.00 charged by the City's Life Insurance carrier will be paid for entirely by the employee through payroll deduction.
- (b) At least 50% of the employees covered by this Agreement must participate by becoming insured under this program.
- (c) Term Insurance will only be provided an employee in increments of \$10,000.00 up to a maximum of \$200,000.00 per employee.

- (d) No evidence of insurability will be required of the employee for the first \$100,000.00. Thereafter, evidence of insurability satisfactory to the carrier must be provided by the employee.

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 six summer shirts, four winter shirts and four pairs of pants.

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.

Other selected Departmental units will have shotguns accessible in their respective units. Those shotguns may be used for non-routine, special operations which would necessitate the use of the shotgun.

Section 3. The City shall replace each uniformed employee'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 employee shall be responsible for replacing at the employee's cost any of the foregoing which the employee loses or irreparably damages through 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. The City shall pay a \$450.00 year 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 payments under this Section.

Section 5. Upon the request of an employee, 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.

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. An employee shall accrue vacations in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Hours/ Monthly Accrual</u>	<u>Vacation Hours/ Annual Accrual</u>
1 – 10	10	120
10 – 15	12	144
15 – 20	14	168
Over 20	16	192

Section 2. Employees shall be permitted to accumulate up to 400 hours of vacation time. Employees 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 24 hours in advance.

An employee who has applied for but was unable to obtain a vacation as determined by the Chief or the Chief's designee, shall not lose any excess vacation; instead, the employee shall be required to take such vacation leave within six months of the employee's last refused request for vacation leave.

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

- (a) Be permitted to take the employee'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 Chapter 142 of the Local Government Code, 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 on or before July 1, 2007, and each July 1st thereafter, the City may post a notice as to whether the City intends to purchase accrued vacation 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.

**ARTICLE 11
HOLIDAYS**

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.

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.

**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 4.7 of City Ordinance No. 8064 except that an employee will receive leave with pay for the actual number of hours served on jury duty for any scheduled work shift which begins at 6:45 p.m. or later on the day in which said employee serves on any jury.

**ARTICLE 14
LEGAL DEFENSE FOR POLICE OFFICERS**

Section 1. In the event that a civil action is filed against an employee for conduct arising out of the official performance of police duties, the City shall provide legal representation to said employee under the terms and conditions of this Article. 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 \$500.00 per case; however, any excess over \$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 employee shall be furnished a list of ten (10) attorneys from which the employee may choose an attorney to represent the employee. 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 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 police 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 employees 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, employees 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 employee'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, 40 hours of the allotted 120 hours sick leave per year for personal business, either on an hourly or full-day basis.

Section 4. An officer shall be allowed to take sick leave with pay for immediate family 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.

Section 5. Workers' compensation appeals shall be filed with the Texas Workers' Compensation Commission (or the 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 set out in the foregoing Section are hereby modified as follows:

AWP is an employer's salary supplement that is payable when an employee sustains an injury or illness covered by workers compensation. Employees 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 thirty (30) working day increments, after the initial injury leave, if he or she provides current medical evidence which indicates such employee has a recoverable injury or illness. Current medical evidence will be provided to the Chief and will reflect any change in employee's status. A report of current medical status from the employee's treating physician shall suffice as current medical evidence. A "recoverable injury or illness" means such injury or

illness, that when the employee is released to return to work, he or she will, in the opinion of his or her physician, be able to perform the essential functions of his or her position which were required at the time of the injury or illness. Any employee receiving disability retirement benefits shall not be eligible for any such extensions. 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.

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.

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 600 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 600 hours, an employee who has completed ten years 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 600 hours up to a maximum of 1120 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. 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 9. Shared Leave Program

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.

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.

DEFINITIONS:

"Administrator" means the Human Resources Director of the City of El Paso.

"Bank" means the combined sick and vacation leave donated by covered employees for allocation to eligible recipients.

"Board" means the Shared Leave Bank Board which consists of the Director of the Office of Management and Budget or authorized designee, an Assistant City Attorney, the City Manager or authorized designee (which may include the Chief of Police) and the President of the EPMPOA or authorized designee.

"CBA" means the Articles of Agreement by and between the City of El Paso and the El Paso Municipal Police Officers Association (EPMPOA).

"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.

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

"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.

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

"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.

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

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

"Family member" means spouse, child or parent.

PROGRAM RESPONSIBILITIES:

ADMINISTRATOR. The Administrator is responsible for:

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.

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.

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.

Forwarding all approved requests of donors and recipients to the Payroll and Records Supervisor.

The Payroll and Records Supervisor shall credit 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. 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.

The Payroll and Records Supervisor will 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.

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

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

Providing a quarterly report to the Chief of Police and the President of the EPMPOA 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.

MEDICAL CONSULTATION

A Medical Consultant selected by the Administrator may advise the Administrator and Shared Leave Bank Board 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.

PROCEDURE:

A. APPLYING TO BECOME A RECIPIENT.

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.

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.

The Medical Certification should indicate the:

- Nature of the illness or injury for which the physician is treating the covered employee or covered employee's family member;
- The diagnosis; and
- 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.

B. CONTRIBUTING LEAVE

1. Contributions

- a. Undesignated Contributions: Contributions will be accepted only during a yearly "open period" as established by the Administrator, or upon the Administrator's determination that there is insufficient leave to grant approved applications for the undesignated portion of the bank.
- b. Designated Contributions: Donations will be accepted during an announced period of time determined by the administrator for covered employees asking for a designated contribution. When the maximum designated leave amount for an individual has been reached the administrator will announce the fact in the same manner as the original request was announced. When the amount designated for individuals is in excess of what the recipient is eligible to receive through the generosity of contributors or because of recovery, ineligibility or death of the

recipient or family member, excess designated contributions shall revert to the undesignated area of the shared leave bank after 80 days. Leave contributions, whether designated or undesignated once approved are irrevocable. THE NAME OF THE CONTRIBUTOR WILL BE KEPT CONFIDENTIAL TO THE EXTENT ALLOWED BY LAW.

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.

Covered employees wishing to donate leave should complete the Shared Leave Contribution Form and submit it directly to the Police Department's Payroll Clerk.

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

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.

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.

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.

C. ELIGIBLE RECIPIENT

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.

An eligible recipient will be granted up to 80 days (calculated based on eight hour days) per fiscal year of leave designated for him/her by name. Recipients lacking sufficient designated contributions may draw leave from the undesignated contribution area of the bank in an amount that is the lesser of one-sixth (1/6) of the total leave in the undesignated area of the bank or up to 80 days. The Administrator shall determine the exact amount that an eligible recipient may draw from the undesignated area of the bank based upon the leave balance in the bank at the time the request is approved. Under no circumstances may a recipient draw over 80 days per fiscal year.

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.

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

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

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.

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

D. APPEALS.

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.

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.

E. TERMINATION OF BENEFITS.

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:

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

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.

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 activity 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 4.5 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 not more than six police officers who shall constitute its bargaining team. For each of the six 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. Additional police officers, not to exceed four, designated by the Association may be appointed to the bargaining team and given the time-off benefit as set forth in this Section at the discretion of the Chief of Police. 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 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.

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 assigned to police officers are in safe condition and shall maintain a preventive maintenance program for police vehicles.
- (b) If an employee believes that a police vehicle or equipment assigned to the employee is not in safe condition, the employee 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 employee disagrees with the supervisor's decision, the employee may note an objection in writing to the supervisor with a copy being forwarded to the Association. The supervisor shall acknowledge, in writing, the employee's objection.
- (c) It is the desire of the City and the Association to maintain the high standards of safety in the police department in order to eliminate, as much as possible, accidents, deaths and injuries in the police service. To this end, a Safety Committee will be established to make reports and recommendations to the Chief of Police and the City's Risk Manager. The Association President will select four (4) members, including one from Patrol and one from Detective

Division. This committee will meet upon request by any of its members within five (5) business days subject to approval of the Chief. Members of this committee will be granted time off with pay when meeting jointly or for any inspections or investigations of safety problems in the police department. The City will cooperate in providing information which is reasonably necessary for the committee to fulfill its purpose.

Section 2. The City, by way of physicians selected in accordance with City Policy, will provide professional services and supplies to perform the physicals and medical tests for employees covered by this Agreement, in accordance with Appendix "F."

ARTICLE 19 PROMOTIONAL EXAMINATIONS

Section 1. Promotional eligibility lists shall expire no less than one year after the date on which the Human Resources Director approves the lists or until a promotion is made there from, but no more than eighteen months after the initial date of approval. For all ranks of Lieutenant or below, a new promotional eligibility exam shall be given no later than thirty days following the expiration of the previous promotional eligibility list. The City shall not be required to schedule a new promotional examination for the rank of Commander unless and until a new eligibility list is needed.

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.

(f) 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. During the term of this Agreement, a committee consisting of representatives of the City and the Association shall meet diligently to explore mutually satisfactory improvements in the procedure for the examination of applicants for promotions to class grade P-2 through P-6.

Section 6. 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 Rule 9, Sec. 7 of the Civil Service Commission Rules and Regulations. The City shall have the right to weigh Assessment Center up to 50% of the total score for Sergeants and Lieutenants and 65% for all ranks above Lieutenants. Only the top 25 scorers on the Sergeant's written examination, the top 18 scorers on the Lieutenant's examination and the top 18 scorers on the Commander's written 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; 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.

- (b) 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.
- (c) Promotion to Deputy Chief and Assistant Chief positions shall be made pursuant to Article 2, Section 3 of 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.

Where a break in service occurs, by reason of resignation; longevity credits and leave benefits accrued prior to the break in service shall be counted for the purpose of Section 3.6B of City Ordinance No. 8064 and the calculation of vacation and sick leave benefits under this Agreement in case of subsequent reinstatement or appointment.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1. Appeals of suspensions, demotions and/or terminations, shall be heard by a hearing examiner designated by the Civil Service Commission on a random basis from a panel of five or more local individuals provided that, in the case of a demotion, a termination, or a suspension of more than 40-hours, either the City or the Association may elect to have the dispute heard by an arbitrator selected in accordance with the procedures set forth in Section 4. Whether the dispute is heard by a hearing examiner or an arbitrator, the same procedures shall be used as in an appeal to the Civil Service Commission, and

the Hearing Examiner or the Arbitrator shall have the same rights and powers as the Civil Service Commission. The decision of the Hearing Examiner assigned by the Civil Service Commission 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 court of law as permitted by law. During the hearing of an appeal or an arbitration the parties shall have the right to have a representative of their choosing sit at the counsel table.

A. The hearing examiner panel shall have not less than five (5) qualified members appointed by the City and Association. The members on the panel shall serve a one-year term and be subject to re-appointment or removal by mutual agreement of the City and the Association. Subject thereto, the City and the Association may, at any time remove and/or add agreed-upon members. If there is a vacancy, such as by resignation, death, 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. On or before January 1, 2007 and January 1st of each subsequent year the parties shall meet and confer in regards to re-appointment or replacement of the hearing examiner panel.

B. Upon request of either party addressed to the opposing party, at least 10-calendar days prior to the date of hearing, the parties shall exchange the names of witnesses expected to be called at the hearing as well as any statements of witnesses expected to be called not coming within the attorney's work product privilege. Failure of a party to timely provide the name of a witness or a copy of the witness' non-privileged statement shall preclude the party from calling the individual as a witness, unless the hearing examiner or arbitrator finds exceptional good cause for such failure.

C. The hearing examiner or arbitrator shall, when mutually requested by the legal counsel for the City and the aggrieved employee, be required to issue a bench award at the conclusion of the hearing and in such event, no briefs are allowed unless both parties agree.

D. The following procedures additionally apply to all disciplinary grievances to be heard by the hearing examiner. Within 30-calendar days after the date that the Civil Service Commission has assigned a hearing examiner to hear the appeal, the legal counsel for both the City and the aggrieved employee shall meet with the hearing examiner for a pre-hearing conference. At such pre-

hearing conference, the hearing examiner shall address such preliminary matters as the hearing examiner determines to be appropriate and shall establish a time line for conducting the hearing and the date for the final hearing on the appeal. Once this hearing date is established, the legal counsel for the City and the aggrieved employee may each request one continuance for a period of time not to exceed 20-calendar days. Additionally, the hearing examiner may grant other continuances upon a showing of good cause or upon mutual agreement by both the legal counsel for the City and the aggrieved employee.

Section 2. 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:

Step 1a. Any grievance filed by the Association shall be filed in writing within 14-calendar days after the occurrence of the grievance. The written grievance shall indicate the employee or employees affected and/or the specific Articles allegedly violated and shall proceed directly to the Police Chief.

Step 1b. If the grievance is initiated by an individual employee, rather than the Association, the aggrieved employee shall within 7-calendar days after the actual or constructive knowledge of the existence of a dispute, discuss the grievance with the immediate supervisor and attempt to resolve the matter. The supervisor involved shall give an oral answer with respect to the dispute immediately, if possible, but not later than 7-calendar days following the end of the discussion. In the event the employee is not satisfied with the oral answer, the employee shall document the discussion with the immediate supervisor on a form provided by the Association.

Step 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 receipt of the oral answer provided for in Step 1b., present the grievance in writing and signed by the employee to the Association's Grievance Committee on a form provided by the Association, with a copy to the Chief. The Grievance Committee shall have full authority to determine whether to proceed further with any employee's grievance. If the Grievance Committee decides not to proceed with the grievance, it shall be deemed to be withdrawn. If the Committee decides to proceed with the grievance, it shall present the written and signed grievance to the Chief of Police within 21-calendar days following the Grievance Committee's receipt of the grievance from the employee. The Chief of Police shall, within 10-calendar days following his receipt of the written grievance from the Committee, meet with the aggrieved employee and the Association to

discuss the matter. Within 10-calendar days following said meeting, the Chief of Police shall submit the written response to the Association .

Step 3. If the grievance is not settled to the Association's satisfaction in Step 2, the Association may within 14-calendar days following the conclusion of Step 2, notify the City in writing that it desires to submit the matter to final and binding arbitration.

Section 3. A failure by the Grievant or the Association to comply with the time limits set forth in Section 2 and Section 4 shall result in a dismissal of the grievance; a failure by the City to comply with the time limits set forth in Section 2 and Section 4 shall result in the grievance being sustained; provided however, that all time limits referred to in these Sections may be extended by mutual agreement of the parties in writing. For the purposes of extending the time limits referred to under Article 21, the Association may designate a person authorized to sign on behalf of the Association any written agreement extending the time limits set forth under this Article. For grievances at or below the level of the Chief of Police, the Chief may designate a person authorized to sign on behalf of the City any written agreement extending the time limits set forth under this Article. For grievances that are above the level of the Chief of Police, the City may designate a person from the City Attorney's Office to sign on behalf of the City any written agreement extending the time limits set forth under this Article.

Section 4. Upon notification that the Association desires to proceed to arbitration under Section 2, Step 3 of this Article, the parties shall within 14-calendar days either select a mutually agreeable neutral arbitrator; or request that the American Arbitration Association submit a list of seven arbitrators. 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 at the time agree on a date for the hearing. Upon request of either party addressed to the opposing party, at least 10-calendar days prior to the date of hearing, the parties shall exchange the names of witnesses expected to be called at the hearing as well as any statements of witnesses expected to be called not coming within the attorney's work product privilege. Failure of a party to timely provide the name of a witness or a copy of the witness' non-privileged statement shall preclude the party from calling the individual as a witness, unless the arbitrator finds exceptional good cause for such failure.

Section 5. The hearing examiner or neutral arbitrator to whom any grievance shall be submitted in accordance with the provisions of this Article 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 neutral 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. The fee and expenses of a neutral arbitrator shall be borne equally by the City and the Association.

Section 6. The decision of the hearing examiner or arbitrator, if rendered in accordance with the provisions of Section 5 of this Article, shall be final and binding upon the Association, all bargaining unit employees, and the City.

Section 7. 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.

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 employee has the right to refrain from joining or to withdraw from membership in the Association, as the employee sees fit. Neither the Association nor the City shall exert any pressure against any employee 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 employees 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. 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 any such authorization at any time by written notification to the City Comptroller's Office.

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, 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.

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 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 shall be terminated. If exigent circumstances exist, the Chief of Police may at his discretion grant an employee an extension of time to complete the educational requirements.

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. The Civil Service provisions of the City Charter adopted January 24, 1984, as amended, the Civil Service Rules adopted pursuant thereto, as amended, and City Ordinance No. 8064, as amended, in effect at the time of this Agreement takes effect shall in all respects govern the provisions of this Agreement, except if specifically amended in this Agreement.

Section 8. The Chief of Police and the Association shall meet and discuss the possibility of developing a Reserve Police Officer Program, using part-time officers, retired officers, and creating job sharing and flex-time scheduling. Any agreement of the parties shall be adopted as a Pilot Program through a Memorandum of Understanding ratified by the Association and City.

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. 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 "E." 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. Employees assigned to work the Sun Carnival Parade shall be assigned on a voluntary basis first. In the event that the City cannot fill assignments on a voluntary basis, then the City may make said assignments on a mandatory basis.

Section 2. Seniority shall be considered in the determination of all lateral transfers and job assignments. Any officer within the bargaining unit 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 D and filed same with the Chief or the Chief's designee.

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.

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 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, the officer 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 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 I. 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 tape record the interview. The tape 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. The officer shall always have a right to a copy of the tape recording at the officer's expense.
- (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 tape recordings referred to in Item (j) of this Section shall be used solely before the arbitrator referred to in the preceding

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paragraph of this Section to assist the arbitrator in determining whether the Internal Affairs Division has substantially complied with this Section. The tape recording shall not be introduced by either party at any appeal hearing.

- (m) An officer who goes before a Disciplinary Board 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. 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. 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.

- (a) 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 3.

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 is 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 the results of the complainant's polygraph examination or 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 4. 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. Thirty percent (30%) of police officers of all ranks, including the Chief of Police, shall be subject to mandatory random drug tested during each calendar year on a fair and impartial statistical basis as provided in the Police Department's Drug and Alcohol Policy. 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 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 as determined under existing legal standards.

- 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.

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 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 SAMHSA/CAP FUDT. A grievance regarding the application, interpretation or enforcement of the language in this section is subject to mandatory arbitration. 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. The City shall require any laboratory selected for collecting

samples, to conduct a background investigation on those laboratory personnel involved in the collecting or handling an unsealed sample. The City is permitted to utilize a different lab for steroid testing. 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. 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") via express mail service. 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 via express mail service. 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.

**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, 2012, 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.

DATED this ____ day of _____, 2008.

EL PASO MUNICIPAL POLICE
OFFICERS' ASSOCIATION

CITY OF EL PASO

By: _____
PRESIDENT

By: _____
CITY MANAGER

APPROVED: 
Chris M. Borunda
For the City of El Paso

APPENDIX "A"
City of El Paso
Police Department Wage Formula

Section 1. The parties hereto agree that a "market approach" shall be used to determine wage levels for members of the bargaining unit. In implementing this approach, the parties agree to compare wage rates with Police Officers and Supervisors in "competitive" regional cities in Texas, Arizona and New Mexico. The cities to be used to determine the market shall be Albuquerque, Austin, Dallas, Houston, San Antonio, Phoenix and Tucson. The parties agree, that pursuant to the following methodology, the City shall raise Police Officers pay to the "mean" of the pay in the seven competitive regional cities. "Mean" shall be defined as a value that is computed by dividing the sum of a set of terms by the number of terms to achieve the average value of a set of numbers.

In conjunction with this market approach, the parties will use the entry level annual salary in relation to the classifications involving Police Officers and Detectives. The Police Officer and Detective rank will consist of the entry level and twelve pay steps above entry level. The first seven pay levels above the entry will be calculated to be approximately five percent (5%) increments using normal rounding to the nearest penny. The final five pay levels will be calculated to be approximately three percent (3%) increments using normal rounding to the nearest penny. The ranks of Police Sergeant, Lieutenant and Commander are compared at the minimum and maximum levels in the competitive cities. Police Deputy Chiefs and Assistant Chiefs are not matched with the other cities but rather will retain the same percentage relationship to the Police Commander maximum level as existed in the previous Agreement. For purposes of comparison, the method of the average of the cities excluding El Paso will be used.

Base pay figures as shown on each city's official pay schedule as of July 1, for each fiscal year will be used. Base pay figures will be adjusted for geographic differential by using current data from Economic Research Institute (ERI) and calculating a geographical index pursuant to the formulas demonstrated by the City in the presentation dated January 25, 2002, which is attached as Appendix H. A member of the Association and the City's management team will review the calculation of the base pay and geographical differentials and provide said figures to the Office of Management and Budget no later than May 15, of each year. The calculation of base pay shall consider all contractual increases in pay for the other cities that are received prior to July 25 of each year.

Section 2. The City shall pay the agreed upon wage formula effective September 1 of each fiscal year for FY 2009 (September 1, 2008 – August 31, 2009), FY 2010 (September 1, 2009 – August 31, 2010), FY 2011 (September 1, 2010 – August 31, 2011) and FY 2012 (September 1, 2011 – August 31, 2012).

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. 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%).

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 2013 (September 1, 2012 – August 31, 2013) by August 31, 2012, the agreement shall be extended an additional year to August 31, 2013 based on the wage formula, unless the City Manager gives the Association written notice on or before July 31, 2012 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 2013. If the parties have failed to reach a new agreement by January 1, 2013 the City shall pay an advance of one percent (1%) effective January 1, 2013. 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 2013.

Section 4. New Pay Steps for Senior Police Officers/Detectives

Effective the first full pay period after January 1, 2009, a new step will be added for Senior Police Officers/Detectives with 20 years or more of service at 3% differential above (P3 Level 5).

Effective first full pay period after January 1, 2011, a new step will be added for Senior Police Officers/Detectives with 15 years but less than 20 years of service at 3% differential above (P3 Level 5).

Effective first full pay period after January 1, 2011, the step added on January 1, 2009 for Senior Police/Detectives with 20 years or more service will be adjusted to be at a 3% differential above the step for Senior Police Officers/Detectives with 15 years or more of service.

City Of El Paso
Police Department Wage Scale
September 1, 2008

		Class Grade	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
Police Officer	Annual	P1	34,773.96	36,512.58	38,338.30	40,255.28			
	Monthly		2,897.83	3,042.72	3,194.86	3,354.61			
	4 - Weeks		2,674.92	2,808.66	2,949.10	3,096.56			
	Bi - Weekly		1,337.46	1,404.33	1,474.55	1,548.28			
	Hourly		16.718250	17.554125	18.431875	19.353500			
Advanced Police Officer/ Detective	Annual	P2	42,267.94	44,381.22	46,600.32	48,930.44			
	Monthly		3,522.33	3,698.44	3,883.36	4,077.54			
	4 - Weeks		3,251.38	3,413.94	3,584.64	3,763.88			
	Bi - Weekly		1,625.69	1,706.97	1,792.32	1,881.94			
	Hourly		20.321125	21.337125	22.404000	23.524250			
Senior Police Officer/ Detective	Annual	P3	50,398.40	51,910.30	53,467.70	55,071.64	56,723.68		
	Monthly		4,199.87	4,325.86	4,455.64	4,589.30	4,726.97		
	4 - Weeks		3,876.80	3,993.10	4,112.90	4,236.28	4,363.36		
	Bi - Weekly		1,938.40	1,996.55	2,056.45	2,118.14	2,181.68		
	Hourly		24.230000	24.956875	25.705625	26.476750	27.271000		
Sergeant	Annual	P4				53,926.60	57,680.57	61,434.53	65,188.50
	Monthly					4,493.88	4,806.71	5,119.54	5,432.38
	4 - Weeks					4,148.20	4,436.97	4,725.73	5,014.50
	Bi - Weekly					2,074.10	2,218.48	2,362.87	2,507.25
	Hourly					25.926250	27.731042	29.535833	31.340625
Lieutenant	Annual	P5					63,756.68	70,350.02	76,943.36
	Monthly						5,313.06	5,862.50	6,411.95
	4 - Weeks						4,904.36	5,411.54	5,918.72
	Bi - Weekly						2,452.18	2,705.77	2,959.36
	Hourly						30.652250	33.822125	36.992000
Commander	Annual	P6					72,452.64	81,615.43	90,778.22
	Monthly						6,037.72	6,801.29	7,564.85
	4 - Weeks						5,573.28	6,278.11	6,982.94
	Bi - Weekly						2,786.64	3,139.06	3,491.47
	Hourly						34.833000	39.238188	43.643375
Deputy Chief	Annual	P7					95,317.04	100,082.84	105,087.06
	Monthly						7,943.09	8,340.24	8,757.26
	4 - Weeks						7,332.08	7,698.68	8,083.62
	Bi - Weekly						3,666.04	3,849.34	4,041.81
	Hourly						45.825500	48.116750	50.522625
Assistant Chief	Annual	P8					110,341.40	115,858.60	121,651.66
	Monthly						9,195.12	9,654.88	10,137.64
	4 - Weeks						8,487.80	8,912.20	9,357.82
	Bi - Weekly						4,243.90	4,456.10	4,678.91
	Hourly						53.048750	55.701250	58.486375

City Of El Paso
Police Department Wage Scale
January 4, 2009

		Class Grade	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
Police Officer	Annual	P1	34,773.96	36,512.58	38,338.30	40,255.28			
	Monthly		2,897.83	3,042.72	3,194.86	3,354.61			
	4 - Weeks		2,674.92	2,808.66	2,949.10	3,096.56			
	Bi - Weekly		1,337.46	1,404.33	1,474.55	1,548.28			
	Hourly		16.718250	17.554125	18.431875	19.353500			
Advanced Police Officer/ Detective	Annual	P2	42,267.94	44,381.22	46,600.32	48,930.44			
	Monthly		3,522.33	3,698.44	3,883.36	4,077.54			
	4 - Weeks		3,251.38	3,413.94	3,584.64	3,763.88			
	Bi - Weekly		1,625.69	1,706.97	1,792.32	1,881.94			
	Hourly		20.321125	21.337125	22.404000	23.524250			
Senior Police Officer/ Detective	Annual	P3	50,398.40	51,910.30	53,467.70	55,071.64	56,723.68	58,425.38	
	Monthly		4,199.87	4,325.86	4,455.64	4,589.30	4,726.97	4,868.78	
	4 - Weeks		3,876.80	3,993.10	4,112.90	4,236.28	4,363.36	4,494.26	
	Bi - Weekly		1,938.40	1,996.55	2,056.45	2,118.14	2,181.68	2,247.13	
	Hourly		24.230000	24.956875	25.705625	26.476750	27.271000	28.089125	
Sergeant	Annual	P4				53,926.60	57,680.57	61,434.53	65,188.50
	Monthly					4,493.88	4,806.71	5,119.54	5,432.38
	4 - Weeks					4,148.20	4,436.97	4,725.73	5,014.50
	Bi - Weekly					2,074.10	2,218.48	2,362.87	2,507.25
	Hourly					25.926250	27.731042	29.535833	31.340625
Lieutenant	Annual	P5					63,756.68	70,350.02	76,943.36
	Monthly						5,313.06	5,862.50	6,411.95
	4 - Weeks						4,904.36	5,411.54	5,918.72
	Bi - Weekly						2,452.18	2,705.77	2,959.36
	Hourly						30.652250	33.822125	36.992000
Commander	Annual	P6					72,452.64	81,615.43	90,778.22
	Monthly						6,037.72	6,801.29	7,564.85
	4 - Weeks						5,573.28	6,278.11	6,982.94
	Bi - Weekly						2,786.64	3,139.06	3,491.47
	Hourly						34.833000	39.238188	43.643375
Deputy Chief	Annual	P7					95,317.04	100,082.84	105,087.06
	Monthly						7,943.09	8,340.24	8,757.26
	4 - Weeks						7,332.08	7,698.68	8,083.62
	Bi - Weekly						3,666.04	3,849.34	4,041.81
	Hourly						45.825500	48.116750	50.522625
Assistant Chief	Annual	P8					110,341.40	115,858.60	121,651.66
	Monthly						9,195.12	9,654.88	10,137.64
	4 - Weeks						8,487.80	8,912.20	9,357.82
	Bi - Weekly						4,243.90	4,456.10	4,678.91
	Hourly						53.048750	55.701250	58.486375

City Of El Paso
Police Department Wage Scale
June 1, 2009

		Class Grade	Level One	Level Two	Level Three	Level Four	Level Five	Level Six	Level Seven
Police Officer	Annual	P1	35,455.94	37,228.62	39,089.96	41,044.38			
	Monthly		2,954.66	3,102.39	3,257.50	3,420.37			
	4 - Weeks		2,727.38	2,863.74	3,006.92	3,157.26			
	Bi - Weekly		1,363.69	1,431.87	1,503.46	1,578.63			
	Hourly		17.046125	17.898375	18.793250	19.732875			
Advanced Police Officer/ Detective	Annual	P2	43,096.56	45,251.44	47,513.96	49,889.58			
	Monthly		3,591.38	3,770.95	3,959.50	4,157.47			
	4 - Weeks		3,315.12	3,480.88	3,654.92	3,837.66			
	Bi - Weekly		1,657.56	1,740.44	1,827.46	1,918.83			
	Hourly		20.719500	21.755500	22.843250	23.985375			
Senior Police Officer/ Detective	Annual	P3	51,386.14	52,927.68	54,515.50	56,150.90	57,835.44	59,570.42	
	Monthly		4,282.18	4,410.64	4,542.96	4,679.24	4,819.62	4,964.20	
	4 - Weeks		3,952.78	4,071.36	4,193.50	4,319.30	4,448.88	4,582.34	
	Bi - Weekly		1,976.39	2,035.68	2,096.75	2,159.65	2,224.44	2,291.17	
	Hourly		24.704875	25.446000	26.209375	26.995625	27.805500	28.639625	
Sergeant	Annual	P4				54,984.02	58,765.72	62,547.42	66,329.12
	Monthly					4,582.00	4,897.14	5,212.29	5,527.43
	4 - Weeks					4,229.54	4,520.44	4,811.34	5,102.24
	Bi - Weekly					2,114.77	2,260.22	2,405.67	2,551.12
	Hourly					26.434625	28.252750	30.070875	31.889000
Lieutenant	Annual	P5					64,387.18	71,419.53	78,451.88
	Monthly						5,365.60	5,951.63	6,537.66
	4 - Weeks						4,952.86	5,493.81	6,034.76
	Bi - Weekly						2,476.43	2,746.91	3,017.38
	Hourly						30.955375	34.336313	37.717250
Commander	Annual	P6					73,873.28	83,215.73	92,558.18
	Monthly						6,156.11	6,934.64	7,713.18
	4 - Weeks						5,682.56	6,401.21	7,119.86
	Bi - Weekly						2,841.28	3,200.61	3,559.93
	Hourly						35.516000	40.007563	44.499125
Deputy Chief	Annual	P7					97,186.18	102,045.58	107,147.82
	Monthly						8,098.85	8,503.80	8,928.99
	4 - Weeks						7,475.86	7,849.66	8,242.14
	Bi - Weekly						3,737.93	3,924.83	4,121.07
	Hourly						46.724125	49.060375	51.513375
Assistant Chief	Annual	P8					112,505.12	118,130.48	124,036.90
	Monthly						9,375.43	9,844.21	10,336.41
	4 - Weeks						8,654.24	9,086.96	9,541.30
	Bi - Weekly						4,327.12	4,543.48	4,770.65
	Hourly						54.089000	56.793500	59.633125

APPENDIX "B"
POLICE CLASS TITLES

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

APPENDIX "C"

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 of 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 "D"
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 "E"
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:

the disciplinary action was taken without just cause; or

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 officer's 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 15th 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.

APPENDIX "F"

TRI-ANNUALLY for Officer Age

21-34 Physicals
 Hemocults
 Pap Smears
 Blood and Urine Test

BI-ANNUALLY for Officer Age

35-44 Physicals
 Hemocults
 Pap Smears
 EKG
 SMAC, CBC c Diff
 and Urinalysis

ANNUALLY for Officer Age

45-54 Physicals
 Hemocults
 EKG
 SMAC, CBC c Diff
 and Urinalysis

55 Physicals
 Hemocults
 EKG
 SMAC, CBC c Diff
 and Urinalysis
 Chest X-Ray

APPENDIX "G"
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, Research and Development Division (PRD) will coordinate the application and selection process for vacancies of coveted positions. PRD 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. Assisting in the formation of interview panels if requested to do so;
7. Forwarding selection information and notify applicants of their final status;
8. Maintaining a database of each request/vacancy/transfer transaction for two years after selection;
9. 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 Planning, Research and Development. Requests to fill non-coveted positions will be

coordinated through the Chief of Staff with the appropriate Bureau Deputy Chief.

- G. **Applying for transfer.** Individuals requesting transfer will submit their request on the approved form directly to the person or division identified in the email position announcement. A second (courtesy) copy will be forwarded to the employee's Division Commander to advise of the intent to seek transfer. Requests for transfer are not held back in any manner by the requesting individual's chain of command. 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 positions using the following guidelines:
1. The Division Commander 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. 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 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 shall be allowed to send a representative to sit in on the interviews.
- 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 Chief of Staff 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, PRD 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. PRD will notify the Chief of Police of any person denied transfer after four unsuccessful requests. 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 Chief of Staff. Temporary transfers do not change existing staff tables, however, transfer papers are initiated by the Office of the Chief for documentation purposes.
- M. **Patrol area transfers.** Requests for transfer between areas may be submitted by personnel assigned to patrol functions and general detectives to the Chief of the Office of the Operations 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 patrol area transfers will be forwarded through the Chief of Staff to the Chief of Police for final approval and initiation of transfer papers.
- 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.

APPENDIX "H"

El Paso Police Department

January 25, 2002

Index Calculation Demonstration

Overview

- About ERI
 - Salary Differentials Vs. Cost-of-Living
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 - Annual Salaries, 25k to 45k for Eight Cities
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-

About ERI*

*Source: ERI web-site and Methodology Disclaimer

- ERI Economic Research Institute serves over 10,000 corporate subscribers in a role that was once filled (internally) by corporate statisticians, operations researchers, industrial engineers, compensation analysts, and similar middle management support positions that have largely disappeared from Human Resources Departments.

About ERI (Continued)*

*Source: ERI web-site and Methodology Disclaimer

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About ERI (Continued)*

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- Revenues for ERI are earned solely from software and publication sales
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About ERI (Continued)

- ERI is an information service
- All ERI reports are copyrighted

Salary Differentials Vs. Cost-of-Living*

*Source: ERI web-site Frequently Asked Questions

- Wage and Salary differentials reflect the local demand and supply for labor.
- Cost-of-living is dictated by the local supply for goods and services.

Geographic Assessor

*Source: ERI web-site

- The Geographic Assessor software and databases calculate salary and cost-of-living differentials between any of over 7,400+ U.S. and Canadian cities and neighborhoods and summarizes both percentage and dollar differentials between any base city and up to 99 comparison cities at a time.

GEOGRAPHIC ASSESSOR
Annual Salaries
year 1 of 1

Rank Class	Comparison Cities	National Average, Dollar Range				
		25,000	30,000	35,000	40,000	45,000
1	Austin, Texas	23,087	27,996	32,906	37,815	42,724
2	Dallas, Texas	24,904	30,124	35,344	40,563	45,783
3	El Paso, Texas	21,666	26,274	30,881	35,488	40,096
4	Houston, Texas	21,457	26,245	31,033	35,820	40,606
5	San Antonio, Texas	22,399	27,245	32,091	36,937	41,783
6	Albuquerque, New Mexico	22,971	27,799	32,627	37,455	42,283
7	Phoenix, Arizona	24,348	29,341	34,334	39,327	44,319
8	Tucson, Arizona	22,758	27,496	32,235	36,973	41,712

Revised as of January 20, 2002
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Index Spreadsheet

GEOGRAPHIC DIFFERENTIALS CALCULATED RELATIVE TO EL PASO, TEXAS WITH INDEX = 1.00*

Comparison Cities	National Salary Levels						National Salary Levels					Average
	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	Average	\$25,000	\$30,000	\$35,000	\$40,000	\$45,000	Local
	Local Salary Levels						Matching Local Adjustment Indices					Index
Austin, Texas	\$23,087	\$27,996	\$32,906	\$37,815	\$42,724	\$32,906	1.066	1.066	1.066	1.066	1.066	1.066
Dallas, Texas	\$24,904	\$30,124	\$35,344	\$40,563	\$45,783	\$35,344	1.149	1.147	1.145	1.143	1.142	1.145
EL PASO, TEXAS	\$21,666	\$26,274	\$30,881	\$35,488	\$40,096	\$30,881	1.000	1.000	1.000	1.000	1.000	1.000
Houston, Texas	\$25,457	\$30,741	\$36,026	\$41,310	\$46,594	\$36,026	1.175	1.170	1.167	1.164	1.162	1.167
San Antonio, Texas	\$22,399	\$27,245	\$32,091	\$36,937	\$41,783	\$32,091	1.034	1.037	1.039	1.041	1.042	1.039
Albuquerque, New Mexico	\$22,971	\$27,799	\$32,627	\$37,455	\$42,283	\$32,627	1.060	1.058	1.057	1.055	1.055	1.057
Phoenix, Arizona	\$24,348	\$29,341	\$34,334	\$39,327	\$44,319	\$34,334	1.124	1.117	1.112	1.108	1.105	1.112
Tucson, Arizona	\$22,758	\$27,496	\$32,235	\$36,973	\$41,712	\$32,235	1.050	1.047	1.044	1.042	1.040	1.044

* Source: Economic Research Institute (ERI) Geographic Assessor data as of 01/01/2002.

Sample Calculations and Formulas (Continued)

City	Average Local Index	1 / average Local Index = Factor	Actual Biweekly Wage	Actual Wage x Factor = Adjusted
Austin	1.066	1 / 1.066= 93.80863%	1,451.77	1,361.89
El Paso	1.000	1 / 1.000= 100.000%	1,054.77	1054.77
Phoenix	1.112	1 / 1.112= 89.92806%	1,357.60	1,220.86

The Final Step

- The index adjusted biweekly base pay for the seven competitive Cities are added together and divided by seven.
- The average of the seven competitive Cities becomes the “moving target” in each year of the pay plan.

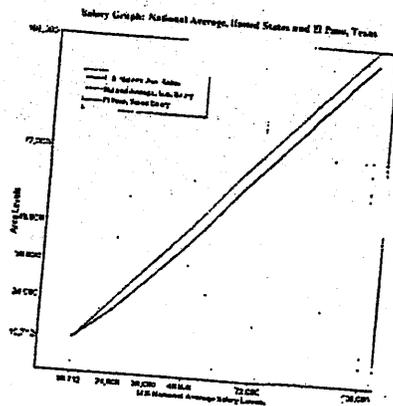
Questions?

Geographic Assessor (Continued)

*Source: ERI web-site

- Research for the Geographic Assessor software and databases focuses on the presentation of wage and salary structures for each geographic area based upon consensus regression analyses of salary surveys, and also incorporates summary cost-of-living data from the Relocation Assessor software and databases.

GEOGRAPHIC ASSESSOR



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APPENDIX "I"
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 "J"
PHYSICAL FITNESS

On or after January 1, 2009, the Chief of Police and the Association shall meet to discuss the development of a physical fitness assessment model, adjusted for age and gender. Any agreement between the Association and Chief of Police shall be adopted as a Pilot Program through a memorandum of understanding and ratified by the parties.

APPENDIX "K"
SCHEDULE OF BENEFITS

	Current EPMPQA Plan Effective 01.01.08-12.31.09		Current EPMPQA Plan Effective 01.01.08-12.31.09		EPMPQA Plan Effective 01.01.10-12.31.12		EPMPQA Plan Effective 01.01.10-12.31.12	
	Buy-Up Plan		Core Plan		Buy-Up Plan		Core Plan	
Monthly Deduction Amounts								
Employee Only	\$ 80.00	Capped at 5% increase	\$ 41.00	Capped at 5% increase				
Employee + 1 Dependent	\$ 170.00	Capped at 5% increase	\$ 98.00	Capped at 5% increase				
Employee + 2 or more Dependents	\$ 210.00	Capped at 5% increase	\$ 152.00	Capped at 5% increase				
Prescription Drug								
Retail (30-day supply - participating pharmacies)								
Generic	\$10 Copayment	\$10 Copayment	\$10 Copayment	\$10 Copayment				
Preferred Brand	\$20 Copayment	\$25 Copayment	\$20 Copayment	\$25 Copayment				
Non-Preferred Brand	\$40 Copayment	\$40 Copayment	\$40 Copayment	\$40 Copayment				
Mail Order (90 day supply)								
Generic	\$20 Copayment	\$20 Copayment	\$20 Copayment	\$20 Copayment	\$15 Copayment			
Preferred Brand	\$40 Copayment	\$50 Copayment	\$40 Copayment	\$50 Copayment	\$30 Copayment			
Non-Preferred Brand	\$80 Copayment	\$80 Copayment	\$80 Copayment	\$80 Copayment	\$45 Copayment			
					\$30 Copayment			
					\$60 Copayment			
					\$60 Copayment			
					\$80 Copayment			
					\$80 Copayment			
FEATURES								
Individual annual deductible	Preferred \$ 250	Non-Preferred \$ 1,000	Preferred 1000	Non-Preferred 3000	Preferred \$ 300	Non-Preferred \$ 1,000	Preferred \$ 1,000	Non-Preferred \$ 3,000
Family annual deductible	\$ 750	\$ 2,500	2500	7500	\$ 900	\$ 2,500	\$ 2,500	\$ 7,800
Coinsurance paid by patient	10%	50%	20%	50%	10%	50%	20%	50%
Annual individual out-of-pocket (deductibles and co-pays do not apply)	\$ 1,000	\$ 4,500	2000	6000	\$ 1,000	\$ 4,500	\$ 2,000	\$ 6,000
Maximum lifetime benefit	Combined \$5,000,000		Combined \$5,000,000		Combined \$5,000,000		Combined \$5,000,000	
Hospital Services								
Per admission Copayment	Preferred \$ 100	Non-Preferred \$ 500	Preferred \$ 100	Non-Preferred \$ 500	Preferred \$ 100	Non-Preferred \$ 500	Preferred \$ 100	Non-Preferred \$ 800
Overall hospital charges	90%	50%	80%	50%	90%	50%	80%	50%
Emergency room (ER) Copayment	\$ 75	\$ 250	\$ 75	\$ 250	\$ 75	\$ 250	\$ 75	\$ 250
Professional Services								
Office Visits								
PCP	\$20 Copayment	50%	\$20 Copayment	50%	\$20 Copayment	50%	\$20 Copayment	50%
Specialist	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%
Preventive Care	100%	50%	100%	50%	100%	50%	100%	50%
Other Physician services (lab, X-ray)	100%	50%	100%	50%	100%	50%	100%	50%
Chiropractic								
Office Visits	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%
Other services	90%	50%	90%	50%	90%	50%	90%	50%
Annual Maximum	\$1500 combined		\$1500 combined		\$1500 combined		\$1500 combined	
Mental Health (except Serious Mental Illness)								
Inpatient facility	90%	50%	90%	50%	90%	50%	90%	50%
Physician for Inpatient Services	90%	50%	90%	50%	90%	50%	90%	50%
Outpatient Physician	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%	\$30 Copayment	50%
Annual Maximum	NA	\$10,000	NA	\$10,000	NA	\$10,000	NA	\$10,000
Ambulance	90%	50%	90%	50%	90%	50%	90%	50%
Preferred Labs	100%	N/A	100%	N/A	100%	N/A	100%	N/A
X-ray & Lab	90%	50%	90%	50%	90%	50%	90%	50%
Chemo/radiation therapy	90%	50%	90%	50%	90%	50%	90%	50%
Home health care	90%	50%	90%	50%	90%	50%	90%	50%
(80 visits per year)								
Hospice care	90%	50%	90%	50%	90%	50%	90%	50%
(100 home visits per year and 180 days in a Hospice facility per lifetime)								
Physical & speech therapy	90%	50%	90%	50%	90%	50%	90%	50%
(speech therapy under limited conditions)								
Durable medical equipment	90%	50%	90%	50%	90%	50%	90%	50%
Pre-authorization and Continued Care Review	Required	Required	Required	Required	Required	Required	Required	Required
Requirements and Penalties	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty	\$300 penalty

Summary information only. Refer to Plan Document for details.
Rates subject to terms and conditions in Collective Bargaining Agreement