

RESOLUTION

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

That the City Manager be authorized to sign amendment to the 2005-2008 Articles of Agreement between the CITY OF EL PASO and the EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION, to amend Section 2 of Article 8 in its entirety, relating to Insurance.

ADOPTED this 13th day of November 2007,

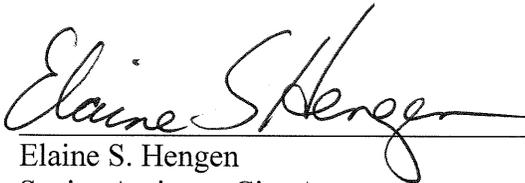
CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Elaine S. Hengen
Senior Assistant City Attorney

CITY CLERK DEPT.
07 NOV -5 PM 3:09

AMENDMENT TO THE ARTICLES OF AGREEMENT
Between
CITY OF EL PASO, TEXAS
And
EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION

This Amendment to the Articles of Agreement between the City of El Paso, Texas (the "City") and the El Paso Municipal Police Officers' Association ("EPMPOA") is entered into on the 13th day of November 2007.

WITNESSETH:

WHEREAS, on December 13, 2005, the Articles of Agreement (the "Agreement") between the City and the EPMPOA was approved;

WHEREAS, pursuant to provisions contained in the Agreement, the parties engaged in bargaining to amend Section 2 of Article 8 of the Agreement to provide for a change in health insurance coverage for the membership and their dependents; and

WHEREAS, a majority of voting members of the EPMPOA have approved the new health care coverage, described below and contained in the language, which amends Section 2 of Article 8 of the Agreement in its entirety, and supersedes the language previously contained in Section 2 of Article 8, as had been approved on December 13, 2005.

NOW, THEREFORE, the City and the EPMPOA hereby agree as follows:

A. That Section 2 of Article 8 of the Agreement be amended in its entirety to state as follows:

ARTICLE 8
INSURANCE

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 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 Master Contract Document (hereinafter referred to as "Master Contract Document") which is attached and incorporated herein as Appendix J. This agreement, and the Master Contract Document 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 contribution 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 contributions for participation in the Buy Up and Core plan for the calendar year 2009 will be capped at 5%.

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)	\$10 Co-payment
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)	\$10 Co-payment
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

The parties agree the city shall have the right to change health insurance carriers 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 and 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 more than, the amount equal to the insurance premium, where fully insured or cost to provide the health benefits where self-funded, that the City would otherwise have been obligated to pay the employee's health coverage. Any difference between the amount 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.

B. That this amendment shall be effective on January 1, 2008. In order to facilitate participation in a City sponsored health benefit plan on or after January 1, 2008, all employees covered by the Agreement shall complete the City's open enrollment process by December 28, 2007.

C. That the City Manager and the President of the EPMPOA are authorized to prepare Appendix J on behalf of the City and the EPMPOA, and attach it to the contract upon its completion.

D. Except as amended, all other provisions of the Agreement dated December 13, 2005, to include but not be limited to Sections 1, 3 and 4 of Article 8, shall remain in full force and effect.

THE CITY OF EL PASO, TEXAS

Joyce Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Elaine S. Hengen
Senior Assistant City Attorney

Richard D. Wiles
Chief of Police

EL PASO MUNICIPAL POLICE OFFICERS' ASSOCIATION

Robert Holguin
President

ATTEST:

Michael Short
Secretary