

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

**DEPARTMENT:** City Manager

**AGENDA DATE:** June 16, 2015

**CONTACT PERSON/PHONE:** Nancy Bartlett, Chief Performance Officer, 915-212-1061

**DISTRICT (S) AFFECTED:** All

**SUBJECT:** Resolution that the City Manager by authorized to sign a Memorandum of Understanding, amending Article 28 of the Articles of Agreement between the City of El Paso and the El Paso Municipal Police Officers' Association, for the contract agreed to on November 11, 2014.

**BACKGROUND / DISCUSSION:** The City and the El Paso Municipal Police Officers' Association are proposing a revision to Article 28 of the Articles of Agreement (also known as the collective bargaining agreement). The City and the Association have met, conferred and have jointly prepared revisions to Article 28 on the subject of assignments, in particular assignment to special events such as parades, marathons, and baseball games. 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 Article include a mandatory 14 calendar day notice of assignment afforded to each officer prior to the special event taking place. The officer will be assigned to staff the assigned event but will preserve their rights to consecutive days off or split days off. The Chief of Police will retain the right to call in officers based on departmental needs for non-special events. In addition, a reporting element will be added to assess the impact of special events on the Department and provide a cost analysis report.

**PRIOR COUNCIL ACTION:** The collective bargaining agreement between the City and the Municipal Police Officers' Association was approved by the City Council on November 11, 2014. If this Memorandum of Understanding is approved it will be the first amendment to this contract.

**AMOUNT AND SOURCE OF FUNDING:** General Fund, Police Department Budget. Funding for FY2015 was included in the city's budget in anticipation of reaching the agreement.

**BOARD / COMMISSION ACTION:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Nancy Bartlett  
Name

  
Signature

6-9  
Date

2015

## RESOLUTION

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

That the City Manager be authorized to sign a Memorandum of Understanding, amending Article 28 of the Articles of Agreement between the City of El Paso and the El Paso Municipal Officers' Association for the contract agreed to on November 11, 2014.

Dated this 16<sup>th</sup> day of June 2015.

CITY OF EL PASO

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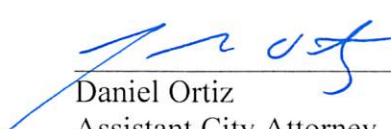
Oscar Leeser, Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Daniel Ortiz  
Assistant City Attorney

STATE OF TEXAS

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MEMORANDUM

OF

COUNTY OF TEXAS

UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of El Paso, hereinafter referred to as "City" and the El Paso Municipal Police Officers Association, hereinafter referred to as "Association", (jointly referred to as "Parties") on this the \_\_\_\_\_ day of June 2015.

**WITNESSETH:**

**WHEREAS**, on November 11, 2014, the Articles of Agreement ("Agreement") between the City and the El Paso Municipal Police Officer's Association were approved;

**WHEREAS**, the City and the Association desire to jointly resolve all issues raised in a grievance filed by the Association entitled CLEAT File No. EP-15-012 regarding Article 28 of the Agreement between the City and the Association ("Grievance");

**WHEREAS**, the City and the Association have met, conferred and have jointly prepared revisions to Article 28 and a departmental policy to resolve all issues raised in the Grievance;

**WHEREAS**, the revisions to Article 28 will provide clarification for the duration of the Agreement and resolve all interpretation and operational concerns raised in the Grievance; and

**WHEREAS**, the City and the Association find that entering into this Memorandum of Understanding is to the mutual benefit of the parties;

**NOW THEREFORE** the City and the Association hereby mutually agree as follows:

1. The City and Association mutually agree that the sole purpose and intent of this Memorandum of Understanding is to provide clarification for the duration of the Articles of Agreement and resolve all interpretation and operational concerns regarding the issues raised in Grievance No. EP-15-012 regarding Article 28; and
2. The Parties mutually agree to substitute the original language contained in Article 28 of the Agreement dated November 11, 2014 with a jointly revised version of Article 28 which has been attached as **Exhibit "A."** The Parties also mutually agree to adopt a Department Policy to provide guidelines for operational considerations related to the application of the newly revised Article 28. *See Exhibit "B."*

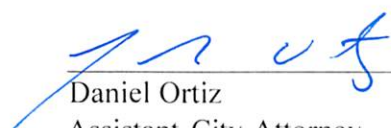
3. The Parties agree that the revisions to Article 28 and the Departmental policy will be applicable as of the date of the signing of this Agreement.
4. It is the intent of the Parties that no other provisions of the Articles of Agreement will be amended by this Memorandum of Understanding. Except as specifically amended by this Memorandum of Understanding, all other provisions of the Articles of Agreement dated November 11, 2014 will remain in full force and effect.
5. This Memorandum of Understanding supersedes any and all prior agreements regarding the disputes and controversies addressed herein. To the extent that this Memorandum of Understanding conflicts with any prior agreements between the parties, this Memorandum of Understanding shall prevail.
6. The Parties acknowledge and agree that this Memorandum of Understanding is entered into for the limited purpose of resolving any and all grievances and potential grievances that were brought or that could have been brought by either Party pursuant to Grievance No. EP-15-012, as more particularly set forth above.
7. This agreement is final and binding upon all parties. The Parties agree that the disputes, claims and controversies addressed herein cannot be grieved, arbitrated or litigated in any forum, except for purposes of enforcing this agreement.

**SIGNED AND AGREED:**

\_\_\_\_\_  
Tomás González  
City Manager  
City of El Paso

\_\_\_\_\_  
Ron Martin  
President  
El Paso Municipal Police Officers' Association

**APPROVAL AS TO FORM:**

  
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Daniel Ortiz  
Assistant City Attorney  
City of El Paso

\_\_\_\_\_  
Jim K. Jopling  
Staff Attorney  
C.L.E.A.T.

## **EXHIBIT “A”**

**(Agreed revised version of Article 28)**

## **ARTICLE 28 ASSIGNMENTS**

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

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

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

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

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

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

Section 7. At the end of FY2015, the City and the Association will meet and discuss the financial and staffing impact special events have on the Department. The Association will be provided with a copy of a cost impact analysis report. At which time, a solution to any problems related to the interpretation of this article will be negotiated, to include the possibility of increasing the Department's budget to staff special events on overtime or other suitable remedies. This meeting must occur by January 1, 2016, so that the remedy can be implemented for the FY 2017 budget cycle.

**EXHIBIT "B"**  
**(Department Policy on Article 28 Assignments)**



## PURPOSE

This policy provides the process by which the department will complete its mission to provide public safety services to the community of El Paso with sworn personnel based on current and historical workload information, crime patterns, weather, geographic area coverage, officer safety requirements, anticipated events, and unexpected incidents. In conjunction with the department's obligation to provide public safety a process by which Article 28 of the Articles of Agreement between the City of El Paso and the El Paso Police Officers' Association (CBA) shall be implemented in order to ensure that staffing is done in a fair and consistent manner for the department's daily public safety obligations, Sun Carnival Parade, events at Southwest University Park, and special events.

## OBJECTIVE

The objective of this policy is to fulfill the department's daily public safety obligations and to staff special events as required by the intent of Article 28 of the CBA. The objectives of the Special Event procedures are to:

- Establish an automated process through the Law Enforcement Management System (LEM System).
- Ensure that assignments to special events are done in a fair and consistent manner.
- Develop reporting requirements to the Chief of Police

## DEFINITIONS

**Special Event:** a parade, demonstration or public assembly as defined by El Paso Municipal Code Chapter 13.36.010. Final determination of an event as a Special Event will be made by the Chief of Police.

**Eligible Sworn Personnel:** all personnel of the rank of Lieutenant and below, exclusive of personnel working in an undercover capacity when such assignments would adversely affect and/or compromise the safety of the officer and/or the work being performed.

**Supervisors:** For purposes of this policy, supervisors include Lieutenants and Sergeants.

**Notification:** city email constitutes proper notification and timeliness is based on the date and time the email is sent.

**Lead Division:** Regional Command of the location in which the Special Event is held and/or commences.

## **PROCEDURE**

### **DIVISION REQUIREMENTS**

Division Commanders and the Lieutenants assigned to Auxiliary Support, Training Academy and PD Communications shall receive an events schedule that includes the specified number of officers per event required to be staffed by each division/section.

### **SCHEDULING FOR ON-DUTY STAFFING ASSIGNMENTS**

#### **Events Received When Notification Can Be Made 14 Days or More Before Date of Event**

The 14-day calendar day count does not include the date of the event. The 14 days pertains only to the notification of assignment and does not include notification of the existence of an event or signing up for an event.

Event coordinators will send out event staffing requirements to Commanders and/or Lieutenants of Sections without a commander as soon as the staffing requirements are known. Commanders retain the discretion to direct specific staffing requirements by shift, section or unit within their respective division or section as deemed necessary to ensure adequate staffing of both operations and events. Commanders shall distribute such assignments as equally and fairly as possible to ensure that any one shift, section or unit is not overly utilized for event staffing. However, recognizing that certain events may require staffing by officers with specialized skills, training and equipment, commanders shall ensure that event coordinators have the appropriate staff to meet these specific needs.

Officers have the opportunity to volunteer for event(s) he or she wants to work and shall sign up for any available slot(s).

Any vacant slots within a division or section shall be filled by mandatory assignment as determined by the Commander, Lieutenant or designee, as applicable.

Commanders shall submit the events and sign-up requests to the event coordinator as soon as the event has the required number of slots filled.

Event coordinators shall notify all officers who signed up and/or requested to work an event of the scheduling status (assigned or not assigned) as soon as the scheduling is finalized.

Event staffing scheduled at least 14 calendar days in advance of the event shall be staffed on an on-duty basis. Event staffing scheduled less than 14 calendar days in advance shall be staffed on an overtime basis per established overtime definitions and contractual overtime payment stipulations. An officer may seek a replacement regardless of when or how he or she was originally scheduled for an event. If a replacement officer is identified, the replacement officer is subject to the work status (on-duty or overtime) of the originally scheduled officer. In such cases, the officer who sought the replacement shall notify their supervisor via email.

Officers assigned to an event are subject to established policies regarding attendance and supervisory notification of status as any other on-duty or overtime-based assignment. Overtime assignments that are pre-scheduled under this policy are subject to the 25-hour maximum weekly limit allowed under the Outside Employment Policy. **Per established policy, it is incumbent on the officer to monitor his or her outside employment hours and ensure compliance with the limitation. Officers who are aware that the maximum number of hours will be exceeded shall notify an on-duty supervisor immediately.**

Events for which the number of officers requesting to sign up exceeds the number of officers required will be staffed on a seniority basis with seniority being determined within the applicable division or section.

#### POST EVENT REPORTING

- The Lead Division shall submit an overtime hourly report to the Chief of Police, Executive and Command Staff for each event within 7 calendar days. Overtime hourly reports for baseball games at the Southwest University Park will be completed within 7 calendar days upon the completion of the “home stand series”.
- The PD Budget office will reconcile Special Event expenditures into a formal monthly report to the Chief of Police, Executive and Command Staff by the 15<sup>th</sup> day each month following the Special Events.
- Planning and Research will receive, through the LEM System, a staffing impact/work productivity loss information from each region and Headquarters, and shall compile the information into a report. This report shall be submitted to the Chief of Police, Executive and Command Staff within 7 calendar days after the event unless the event is related to a home stand at the Southwest University Park, in which the report will be due within 7 calendar days upon completion of the home stand series.