

ORDINANCE NO. 2012-151

AN ORDINANCE OF THE CITY OF DENTON, TEXAS APPROVING A FIRST AMENDMENT TO THE MEET AND CONFER AGREEMENT BETWEEN THE CITY OF DENTON AND THE DENTON POLICE OFFICERS ASSOCIATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton ("City") lawfully approved a Meet and Confer Agreement ("Base Agreement") between the City and the Denton Police Officers Association ("Association") on September 22, 2009; and

WHEREAS, said Base Agreement has the effective dates of October 1, 2009, through September 30, 2012; and

WHEREAS, under the terms of the Base Agreement, the Base Agreement may be amended by mutual written amendment; and

WHEREAS, the City and the Association have mutually agreed in writing through a document entitled "First Amendment to Meet and Confer Agreement" to amend and extend the Base Agreement for Fiscal Years 2012-2013 and 2013-2014 with the option to terminate the Base Agreement by mutual agreement prior to commencement of Fiscal Year 2013-2014; and

WHEREAS, the City and the Association have mutually agreed in the First Amendment to Meet and Confer Agreement to amend Article 7, Section 3(A) pertaining to compensation calculations for Police Officer/Recruit, Sergeant, Lieutenant, and Captain; and

WHEREAS, the City and the Association have mutually agreed in the First Amendment to Meet and Confer Agreement to amend Article 7, Section 4 pertaining to funding obligations; and

WHEREAS, the City and the Association have mutually agreed in the First Amendment to Meet and Confer Agreement to amend Article 9, Section 3 regarding Assignment Pay; and

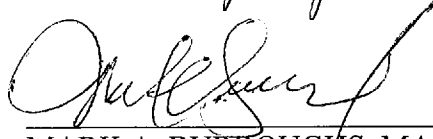
WHEREAS, the City finds that is in the best interest of the citizenry to accept the First Amendment to Meet and Confer Agreement; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment to the Meet and Confer Agreement is approved hereby and the City Manager, or his designee, is hereby authorized to execute a First Amendment to the Meet and Confer Agreement between the City and the Denton Police Officers Association in substantially the same form and content of the First Amendment to the agreement attached hereto and made a part of this ordinance for all purposes.

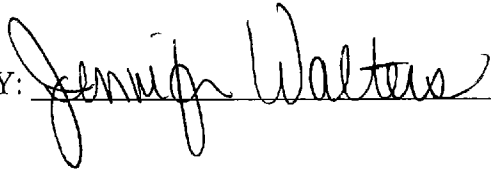
SECTION 2. This ordinance shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this the 17th day of July, 2012.

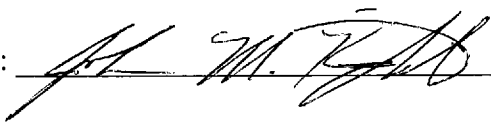


MARK A. BURROUGHS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: 

**FIRST AMENDMENT TO
MEET AND CONFER AGREEMENT**

THIS FIRST AMENDMENT TO THE MEET AND CONFER AGREEMENT BETWEEN THE CITY OF DENTON AND DENTON POLICE OFFICERS ASSOCIATION effective the 1st day of October, 2009, ("Base Agreement") by and between The Denton Police Officers Association ("DPOA") and the City of Denton, Texas, a Texas Municipal Corporation, 215 East McKinney, Denton, Texas 76201, hereinafter referred to as "City" and the DPOA and the City collectively referred to as the "Parties."

RECITALS

SECTION 1. Whereas the Parties entered a Meet and Confer Agreement effective October 1, 2009 referred to as the "Base Agreement" which continues in effect and continues to reflect the intent and desire of Parties;

SECTION 2. Whereas the Base Agreement will expire September 30, 2012, and the Parties desire to extend the Base Agreement by amending Article 12 in the Base Agreement to provide for an additional two (2) years for Fiscal Years 2012-2013 and 2013-2014 with the option to terminate the Base Agreement by mutual agreement prior to the commencement of Fiscal Year 2013-2014;

SECTION 3. Whereas the Parties intend to update Articles 7 and 9 as part of their Amendment;

SECTION 4. Whereas Article 13 Section 1 of the Base Agreement provides for amendment by written mutual agreement and the Parties mutually intend to amend and hereby mutually agree to amend the Base Agreement as follows:

TERMS of AGREEMENT

SECTION 1. Amendment Continuing Contract.

Article 12 TERM OF AGREEMENT, of the Base Agreement is hereby amended to read as follows:

ARTICLE 12 TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2009, and shall remain in full force and effect through September 30, 2014. The Parties hereby extend all the remaining sections, paragraphs, sentences, clauses, and phrases of the Base Agreement and shall remain in full force and effect except those more specifically amended below. However, this Agreement may be reviewed by the Parties and may be terminated by mutual agreement of the Parties as of September 30, 2013. If the DPOA or City intends to exercise the option to terminate by mutual agreement, it must notify the other Party in writing by May 31, 2013, of its request to terminate.

SECTION 2. Amendment To Article 7 Sections 3(a) and 4 To Extend Compensation Provisions.

ARTICLE 7 Section 3(a) and Section 4 of the Base Agreement are hereby amended to read as follows:

Section 3(a). The compensation for Police Officer/Recruit, Sergeant, Lieutenant and Captain shall be proposed on the basis of the following calculations:

The recommended monthly base pay scale shall be calculated by the salary survey conducted in May 2012, and 2013, utilizing the average minimum base salary and the average maximum base salary for each rank of the twelve (12) comparator cities as specified in this contract, plus five percent (5%). The recommendation will propose that the minimum and maximum base pay for each rank will receive an increase (should an increase be required) to match the survey average plus five percent (5%). The steps between the minimum and maximum steps will be recalculated to maintain equal separation between any new minimum and maximum steps.

Section 4. Funding Obligations

Depending upon the financial forecasts, the City may implement the compensation recommendations in section 3 between the first pay period of October and the first pay period of April of each fiscal year. The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform the obligations of the City under this Agreement.

All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2011-2012, and appropriate for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7.

Following the adoption of the annual budget that may establish a pay increase, should the City Council find it fiscally necessary to reduce base pay for non-civil service City employees, or implement other cost saving measures such as mandatory furloughs or a reduction-in-force, the increase recommended under this Article shall be reduced.

SECTION 3. Amendment To Section 3 of Article 9 Assignment Pay.

ARTICLE 9 Section 3 of the Base Agreement is hereby amended to read as follows:

Section 3. Investigative Services Bureau, Traffic Enforcement Unit, Administrative Services, Canine Officers, and Hostage Negotiators.

Each Officer on a callout list approved by the Department head who is assigned to the Investigative Services Bureau, Traffic Enforcement Unit, Administrative Services,

Canine Officers, and Hostage Negotiators shall continue to be granted pay for Fiscal Year 2012-2013 and Fiscal Year 2013-2014 at \$100 per month.


The foregoing instrument has been duly negotiated, reviewed and approved by each of the signatories indicated below:


THE DENTON POLICE OFFICERS ASSOCIATION
(Ratified by the DPOA Membership on 13 of July, 2012)

By: 
PRESIDENT, DENTON POLICE OFFICERS ASSOCIATION

By: 
SECRETARY, DENTON POLICE OFFICERS ASSOCIATION

CITY OF DENTON, TEXAS
(Approved by Denton City Council on 17th of July 2012)

BY:  Dated: 07/17/12
GEORGE C. CAMPBELL
CITY MANAGER

BY:  Dated: 7/17/12
JENNIFER WALTERS
CITY SECRETARY

BY: 
LEE HOWELL
CHIEF OF POLICE

APPROVED AS TO LEGAL FORM:

BY: 
ANITA BURGESS
CITY ATTORNEY