

ORDINANCE NO. 19-2253

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

WHEREAS, the City Council of the City of Denton adopted an ordinance in August of 2015 approving a four (4) year Meet and Confer Agreement, as ratified by the Denton Police Officers Association, and will expire on September 30, 2019; and

WHEREAS, the City Council of the City of Denton finds that entering into the attached Meet and Confer Agreement for a period of three (3) years would serve a valid governmental public purpose; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or his designee, is hereby authorized to execute the Meet and Confer Agreement between the City and the Denton Police Officers Association in substantially the form of the agreement as attached hereto, and made a part of this Ordinance by reference for all purposes.

SECTION 2. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by JOHN RYAN and seconded by GERARD HUDSPETH; this Ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Chris Watts, Mayor	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Gerard Hudspeth, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Keely G. Briggs, District 2:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jesse Davis, District 3:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
John Ryan, District 4	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Deb Armintor, At Large Place 5:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Paul Meltzer, At Large Place 6:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this the 24th day of September, 2019.



Chris Watts
CHRIS WATTS, MAYOR

ATTEST:
ROSA RIOS CITY SECRETARY

BY: *Rosa Rios*

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: *Stephanie Leal*

**Meet and Confer Agreement Between
The City of Denton
and
Denton Police Officers Association**

Fiscal Years 2019-2020; 2020-2021; and 2021-2022

TABLE OF CONTENTS

DEFINITIONS.....	3
ARTICLE 1 AUTHORITY AND RECOGNITION.....	5
ARTICLE 2 ASSOCIATION RIGHTS AND INDEMNIFICATION.....	6
ARTICLE 3 ASSOCIATION BUSINESS LEAVE.....	9
ARTICLE 4 HIRING.....	11
ARTICLE 5 PROMOTION.....	17
ARTICLE 6 APPOINTMENT OF PERSONNEL.....	22
ARTICLE 7 DISCIPLINE.....	23
ARTICLE 8 PROTECTED RIGHTS OF OFFICERS.....	24
ARTICLE 9 CHANGE IN SHIFT ASSIGNMENT.....	28
ARTICLE 10 COMPENSATION.....	29
ARTICLE 11 COURT TIME, CALL BACK AND OVERTIME PAY.....	32
ARTICLE 12 ASSIGNMENT PAY AND SPECIALTY PAYS.....	33
ARTICLE 13 SAFETY AND HEALTH.....	36
ARTICLE 14 CIVIL SERVICE COMMISSION.....	38
ARTICLE 15 LABOR/MANAGEMENT RELATIONS.....	39
ARTICLE 16 CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE.....	40
ARTICLE 17 DURATION OF AGREEMENT AND EXTENSIONS.....	44
ARTICLE 18 SAVINGS CLAUSE AND PREEMPTION PROVISION.....	45
EXHIBIT A PANEL OF ARBITRATORS.....	47
EXHIBIT B FY2019-2020 CITY OF DENTON CIVIL SERVICE POLICE PAY PLAN.....	48

DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Denton Police Officers Association and the City of Denton.
2. "Association" means the Denton Police Officers Association, its elected leaders and its collective membership.
3. "City" means the City of Denton, its mayor, city council members, city manager, police chief and those persons designated by the City of Denton to manage the city and its police department.
4. "City's Police Civil Service Pay Plan" shall mean the City of Denton Civil Service Police Pay Plan as adopted annually in accordance with the Meet and Confer Agreement between the City of Denton and the Denton Police Officer's Association, as now existing and as hereafter amended.
5. The term "commission" means the Denton Fire Fighters' and Police Officers' Civil Service Commission.
6. The term "Comparable Law Enforcement Agency" shall mean a law enforcement agency, including an out-of-state agency, approved by the Chief, in the Chief's sole discretion, as being comparable to the Department for purposes of determining whether a Lateral Entry Applicant meets the eligibility requirements of the Department's Lateral Entry Program. "Comparable Law Enforcement Agencies" shall mean more than one Comparable Law Enforcement Agency.
7. The term "days" refers to calendar days unless otherwise specified.
8. The term "Department" means the Denton Police Department.
9. The term "Department head" means the Chief of the Denton Police Department, designee, or an acting Chief of the Denton Police Department.
10. The term "Department's Lateral Entry Program" shall mean the program established by the Department to attract applicants with previous law enforcement experience and shall consist of the terms, provisions, criteria and conditions set forth in Article 4 of this Agreement.
11. The term "director" means the director of the Denton Fire Fighters' and Police Officers' Civil Service Commission.
12. The term "Lateral Entry Applicant" shall mean a certified peace officer with previous law enforcement experience who applies for employment with the Department under the Department's Lateral Entry Program.
13. The term "Lateral Entry Officer" shall mean a Lateral Entry Applicant who meets the

eligibility criteria set forth in Section 12 (a) of Article 4 of this Agreement and who is hired by the Department under the Department's Lateral Entry Program.

14. The term "Local Rule" means the Local Rules and Regulations of the Denton Fire Fighters' and Police Officers' Civil Service Commission.
15. The term "Officer" means a member of the Denton Police Department who was appointed in substantial compliance with Chapter 143 of the Texas Local Government Code who is entitled to civil service status under section 143.005 of the Texas Local Government Code.
16. "Parties" means the City of Denton and the Denton Police Officers Association.
17. "Prior Qualifying Service" shall mean the prior law enforcement service of a Lateral Entry Applicant that meets the eligibility criteria set forth in Section 12 (a) of Article 4 of this Agreement.

ARTICLE 1

AUTHORITY AND RECOGNITION

The City of Denton recognizes the Denton Police Officers Association as the sole and exclusive bargaining agent for the covered Police Department police officers described in the petition for recognition, excluding the head of the law enforcement agency and excluding the employees exempt under subsection (b) of section 142.058 of the Texas Local Government Code, in accordance with subchapter B of Chapter 142 of the Texas Local Government Code and the petition. It is intended to include all permanent paid employees of the Police Department who have been hired in substantial compliance with provisions of Chapter 143 of the Texas Local Government Code and this Agreement but does not include civilians or other employees. It is not intended to deny local control by the City except as provided by this Agreement under section 142.059 of the Texas Local Government Code.

In consideration of this authority, the Denton Police Officers Association agrees to act impartially and without discrimination on behalf of all affected police officers, irrespective of their membership status in the Denton Police Officers Association.

ARTICLE 2

ASSOCIATION RIGHTS AND INDEMNIFICATION

Section 1. Dues Check Off

Upon receipt of a signed authorization from an officer on a form supplied by the City, the dues and assessments that existed on the date of this Agreement to the Association shall be deducted from such officer's pay. Officers who are currently having dues deducted as of the execution date of this Agreement are not required to submit a new dues deduction form.

The dues deduction shall be remitted promptly to the Treasurer of the Association. The City agrees to provide a list of those members for whom deductions are made each month. The Association may change the amount of the deduction for those employees who have authorized payroll deductions by providing the City with a letter, at least thirty (30) days in advance of the change, from the Association President advising the City that the amount has changed pursuant to the requirements of the Association's Constitution and Bylaws. The Association will promptly refund to the City any amount paid to the Association in error on account of this dues deduction provisions.

Section 2. Indemnification.

As a condition of being granted and continuing payroll deduction of dues, the Association shall jointly defend the provisions of this article on behalf of the City and itself, and shall indemnify the City and any departments of the City and hold it harmless against any and all claims, demands, suits or other form of liability that may arise out of, or by reason or, any actions taken by the City or any department of the City for any purpose of complying with provisions for this article. The Association shall be entitled to select and direct counsel for such defense but shall reasonably cooperate with counsel designated by the City Attorney to participate.

The City agrees that it will not authorize payroll deduction of dues fees for any organization that purports to represent Denton police officers in employment matters, that is not currently authorized to have payroll deduction of dues.

Section 3. Association Access to Premises.

a. Subject to reasonable advance notice from the Association and approval from the Chief or the Chief's designee, the Association may be permitted reasonable access to the premises of the Department for the purpose of administering this Agreement, including but not limited to roll calls, in-service training and the police academy. Such visits shall be limited to the purpose for which approval was granted and shall be conducted in a manner that does not interfere with the functions of the Department.

b. The Association's access to the Department facilities and equipment to communicate

with its membership shall include the use of one (1) bulletin board installed at the main police station and one (1) at each police facility. The following guidelines shall apply to materials posted on the bulletin boards:

- (1) Recreation and Social Affairs of the Association.
- (2) Association Meetings.
- (3) Association Elections.
- (4) Reports of Association Committees.
- (5) Rulings or policies of the State or National Association, without added commentary.
- (6) Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations, without added commentary.
- (7) In any case, the Police Chief retains the final decision as to whether Association material may be posted on bulletin boards. At no time shall the bulletin boards contain any political endorsement, whether at the local, state or federal level.

Section 4. Communications.

a. Subject to the Denton Police Department General Orders, the City's Policy/Administrative Procedure/Administrative Directives (particularly Administrative Directive 506.05 regarding "Email Use") and the applicable provisions of this Agreement, the Association may utilize pre-approved electronic communications ("E-mail") to communicate with members of the bargaining unit regarding matters of general interest to members of the bargaining unit in accordance with the following restrictions and limitations:

(1) Prior to any distribution(s), all Association E-mail communications shall be approved, at least forty-eight (48) hours in advance, by the Chief or the Chief's designee. The decision of the Chief or the Chief's designee to approve or disapprove an E-mail communication shall be final and binding and shall not be subject to dispute resolution procedures. However, the Association may ask the City Manager or the City Manager's designee to review any alleged patterns of repeated disapprovals which the Association contends unreasonably restricts communications with its members relating to subjects authorized by this Agreement.

(2) If the E-mail is deemed inappropriate for general distribution, the Chief's designee will respond to the Association representative with an explanation or suggestion for change.

b. Association E-mail communications shall relate solely to the following subjects:

- (1) Recreation and Social Affairs of the Association.
- (2) Association Meetings.
- (3) Association Elections.
- (4) Reports of Association Committees.
- (5) Rulings or policies of the State or National Association, without added commentary.

- (6) Legislative Enactments and Judicial Decisions Affecting Public Employee Labor Relations, without added commentary.

c. E-mail communications shall not contain any political commentary, any solicitation for membership in, or financial contributions to, any special interest organization, or political action organization, or any derogatory or offensive propaganda or commentary which reflects negatively upon the City, its officials, its employees, City employee associations or groups, or upon citizens of the City.

c. On a case-by-case basis, the Human Resources Director may consider requests from individual Officers for approval to distribute E-mail communications regarding solicitations for Officers (or their families) needing financial assistance or other forms of assistance in accordance with City of Denton Policy 114.01, Titled Solicitation.

ARTICLE 3

ASSOCIATION BUSINESS LEAVE

Section 1. Association Business Leave

Authorized Association Representatives who are on duty shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this article provided that the ABL does not impact the mission of the Department including operations, staffing, training or other scheduled Department functions.

Section 2. Permitted Uses of ABL

ABL may be used for activities that directly support the mission of the Department or the Association or are deemed mutually beneficial to both the Department and Association, but do not otherwise violate the specific terms of this article. It is specifically understood and agreed that no paid time off shall be utilized for political lobbying at the local, state, or national level.

The Department head will make reasonable scheduling adjustments and accommodations pursuant to ABL requests to allow authorized Association Representatives to participate on behalf of the Association, to attend scheduled Meet and Confer negotiating sessions, to prepare for scheduled Meet and Confer sessions, subcommittee meetings, and joint Labor/Management Committee sessions between the Association and the City.

The Association President or his /her designee may be granted reasonable time off pursuant to an ABL request during working hours to investigate and process grievances, to attend Civil Service, Arbitration, or Court Hearings, and to represent Association employees in disciplinary action provided that the President or his /her designee shall request permission from his Deputy Chief. Whenever possible, notification is to be made prior to or at the beginning of a shift.

The officers of the Association may be granted ABL for membership meetings of the Association and Association Board of Director meetings that take place when such officers are scheduled to be on duty. This leave with pay shall be limited to one (1) membership meeting and (1) Board meeting per month not to exceed two (2) hours per meeting.

ABL may be granted for up to five (5) Association representatives to attend the annual Combined Law Enforcement Association of Texas Convention, up to three (3) to attend the CLEAT Leadership Conference, and up to three (3) to attend one other non-specified CLEAT Service Training Conference, and up to three (3) Association members to attend the National Association of Police Organizations convention.

The Association shall endeavor to conduct all necessary Association business during the non-working time to the greatest number of officers required for such business to the greatest extent possible.

Section 3. Written Request Required

All requests for ABL must be in writing and submitted at least three (3) days in advance to Department head or the Department head's designee but requests should be made as soon as possible. To be considered timely, the request must be received in person, by fax, or by e-mail by noon of the day notice is due.

Section 4. Approval of ABL Requests

The Department head or the Department head's designee will review timely ABL requests to determine approval based on operations, staffing, training or other scheduled Department functions.

ARTICLE 4

HIRING

Section 1. The entry-level hiring procedures listed in the Local Rules and Regulations of the Denton Fire Fighters' and Police Officers' Civil Service Commission ("Local Rules") will be used for hiring entry-level police officers when not in conflict with this Article. The entry-level hiring Minimum Standards listed in the Denton Police Department General Orders will be used for hiring entry-level police officers when not in conflict with this Article or the TLGC.

Section 2. Subject to City Council review, approval, and oversight authority, the Civil Service Commission ("Commission") or the Civil Service Director acting as the Commission's designee shall maintain authority and jurisdiction over the entry-level hiring process as described in this Article, including issues related to the enforcement, interpretation, or revision of the entry-level recruitment and hiring process described in this Article. The Commission shall approve any changes to the classification structure and entry-level hiring procedures in the Local Rules. During this Agreement, the City will first discuss with the Association any changes to be recommended to the Commission relating to entry-level hiring procedures in the Local Rules. For the limited purpose of interpreting this Article, the provisions of Section 143.021 (a) and (b) of the TLGC will apply to the extent such provisions are not modified or superseded by the provisions of this Agreement.

Section 3. All entry-level candidates (Candidates) for police officer and lateral law enforcement officers hired under the modified hiring process shall be required to pass the identical steps in the hiring process, unless otherwise stated in this Agreement, including but not limited to the City authorized medical examination, drug screening, physical fitness and psychological examination to be considered for employment as a police officer. Any candidate who fails to pass the medical examination or psychological examination may appeal that result by following the procedures described in the Local Rules, Section 022. (or successor or superseding Sections).

Section 4. Eligibility to become a police officer will be determined by a candidate's ability to meet the minimum standards established in the Denton Police Department General Orders. Candidates must meet all minimum standards and requirements to be eligible for future licensing by the Texas Commission on Law Enforcement. A candidate must be 21 years of age and cannot yet be 45 years of age on the date of the entry-level test required of that candidate.

Section 5. The selection of a candidate to be a police officer shall be based primarily upon the candidate's suitability to serve as a police officer, as determined by the Chief or the Chief's designee. All testing and selection procedures shall be designed and intended to identify the most suitable candidates for selection from those who apply and to exclude those candidates who are deemed not likely to possess the characteristics and abilities to be successful in the performance of police work. All candidates that are not hired under the Modified Hiring Process for Reappointed City of Denton Officers as described in Section 11 and Lateral Entry Officers as described in Section 12 of this Article shall be required to pass an entry-level test intended and designed to measure the candidate's suitability and ability to perform police work. A passing score will be established, based on the psychometric characteristics of the test as recommended by

the test publisher. A candidate may be tested only once for a specific eligibility list. Candidates may be tested at different times and in different locations as long as adequate test security and test monitoring is used to ensure the safety and fairness of the test. Examinations for beginning positions in the police department do not have to be held within the municipality. The same test will be used to test all candidates for a specific eligibility list. The City can limit the number of applicants who will be allowed to sit for a particular test. If the number of applicants is limited by the City, the number of applicants who will be allowed to sit for the test may be included in the announcement related to the test. Those who will be allowed to sit for the test will be determined based on minimum standards and by the order in which they submitted their completed applications.

Candidates who have been honorably discharged from United States military service must provide proof of an honorable discharge by submitting a DD 214 which shows an honorable discharge at least twenty-four (24) hours prior to the date and time of the entry-level test.

Section 6. Candidates with passing test scores will be placed on an eligibility list in the order of their overall eligibility scores (test score plus additional points). The entire eligibility list will be provided to the police department at one time for further processing and all those applicants will be considered to have been “referred” at that time. New eligibility lists may be created while an active list is being processed. The effective dates of an eligibility list may be set to coincide with the expiration of an existing list, a time period between three (3) and twelve (12) months, until a specific number of candidates for an academy class have been hired or any combination of these. The conditions that will determine when an active list may be closed, other than by the Commission, must be determined prior to the posting of the exam. Candidates may not be hired from an eligibility list that is created after an existing active eligibility list has been established until the existing list has been exhausted or has expired. An exception to this is that a Reappointed City of Denton Officer and Lateral Entry Officer (“LEO”) may be processed and hired while an existing eligibility list is in effect. With the approval of the Commission, the Civil Service Director may close an eligibility list and cancel all candidates processing if sufficient reason, as determined by the Commission, exists to do so.

Section 7. The rank order of candidates having the same eligibility score will be determined by the Local Civil Service Rules.

Section 8. The Department will determine those candidates who are most suitable to be hired as police officers based on a structured and job-related selection process. The selection process will include testing for physical ability; personal characteristics linked to the performance of essential job functions, decision-making, communication skills, and interpersonal skills. The Department may utilize interview boards, assessment exercises, written tests, electronically administered test, polygraph examinations, background reviews, personal references or other appropriate selection methods to assess candidates as long as the methods have been reviewed by the Human Resources Department and found to be objective and job-related and applied consistently in processing candidates. Pass/fail standards or relative weighting standards may be established for the various selection methods. A candidate must complete and pass each step in the entry-level hiring process before being allowed to proceed to the next step in the process. Any candidate needing a reasonable accommodation in order to complete a step in the process

will be afforded an opportunity to request that accommodation. A final review will be conducted by the Chief or the Chief's designee who will make the final determination whether to hire a candidate.

Section 9. All candidates on an eligibility list must be processed and either hired or rejected before candidates lower on the list may be hired. In the event there is a delay in processing one or more candidates that could prevent the Department from the timely seating personnel into a pre scheduled academy class, the Civil Service Director may, upon written request and appropriate justification by the Chief or the Chief's designee, allow the candidate(s) to be by-passed and candidate(s) lower on the list, or from another eligibility list, to be hired.

Section 10. (a) All new hires for police positions, hired Lateral Entry Officer applicants, and reappointed officers will serve a one-year probationary period beginning on the date of being commissioned (or recommissioned) as a Denton police officer (This is inclusive of current police officers commissioned on or before the ratification of this Agreement). In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment, or condition, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. The determination of whether to terminate the employee or suspend the probation should be made as part of the interactive process if the ADA is implicated. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to pregnancy, the Department may suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. This provision does not override or modify any other rights or privileges of the officer independent of Chapter 143 of the TLGC. During the probationary period, a probationary employee may be disciplined or terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.

Section 11. Modified Hiring Process for Reappointed City of Denton Officers

a. The Chief may reappoint former City of Denton Officers in accordance with the Rules and Regulations (Local Rules) of the City of Denton Firefighters' and Police Officers' Civil Service (or any successor or superseding provisions), beginning with the provisions of .0251 in Chapter B. All former City of Denton Officers who are reappointed pursuant to this Article will be reappointed at the rank of Police Officer.

b. Beginning compensation for Officers who are reappointed twelve months or more after their last day of work as an Officer for the City, will be the respective salary step in the Civil Service Police Pay Plan that corresponds with the reappointed Officer's years of service with the City plus any additional years police service with one or more Comparable Law Enforcement Agencies, that corresponds with the officer's total years of experience not to exceed 12 years total combined police service. The pay rate for reappointed Denton Officer with 12 or more years of experience will be compensated at the salary step for a Denton Police Officer with

twelve (12) years of service. All benefits, including leave accruals and longevity pay for these Officers will be based on their date of reemployment to the City.

c. Beginning compensation for Officers who are reappointed less than twelve months after their last day of work as an Officer for the City will be that of a Police Officer, at the step in the City of Denton Civil Service Police Pay Plan, based on the reappointed Officer's years of service with the City before their voluntary resignation, rounded down to the nearest year. For example, an Officer who, at the time they voluntarily resigned their employment with the City, was at the rank of Sergeant with 12 years and six months of service, who is reappointed eight months after their resignation, would be reappointed at the rank of Police Officer, and their beginning compensation would be at the step for a Police Officer with 12 years of service. All benefits, including leave accruals and longevity pay for these Officers will be based on their date of reemployment to the City.

d. The Chief may adopt a written policy on commissioning and training requirements of reappointed officers.

Section 12. Modified Hiring Process for Lateral Entry Officers ("LEOs")

The purpose of adopting a modified hiring process for "LEOs is intended to enhance the department's ability to replace police officer vacancies in a timely fashion and to promote maximum police personnel staffing whenever possible, however, is not intended to abolish the historic hiring process for DPD. The Parties agree that the process of filling entry level positions in the department with untrained recruits will continue and the department will continue to provide Police Academy Training for those hired recruits as has been the past practices of the department. The Chief shall attempt to maintain a balanced approach in hiring new recruits and experienced officer onto the department but shall maintain sole discretion to act in the interest of the department.

The Chief shall establish requirements for applicants for lateral hiring from other comparable law enforcement agencies. The requirements need not be the same as those established by Chapter 143 or those applicable to applicants for the position of recruit in the regular training academy. The requirements may be modified by the Chief, but shall include at least the following:

- a. At the time of application, each LEO applicant must:
 - 1. be actively employed as a full-time paid police officer with a municipal, county or state law enforcement agency or Honorably Discharged from a full-time paid police officer position with such an agency within the previous 24 months, provided that the applicant currently holds an active Texas Peace Officer License, and:
 - (a) the applicant has a total of 3 years of active service for one or more municipal, county, or state law enforcement agencies that has at least 50 sworn police officers and handles a full array of urban police work (i.e., respond to all types of calls for law enforcement services);
 - (b) LEO applicants who work or worked for an agency that has fewer than 50 sworn

police officers will be evaluated on a case-by-case basis.

2. be no less than 21 years old and have not reached their 45th birthday at the time they apply to be hired as a LEO; and
 3. have obtained a high school diploma or have a GED and obtained thirty (30) hours college credit or have a GED and 2years active Military Duty with an Honorable Discharge and have graduated from an accredited Police Academy.
- b. The Chief, or designee, at his or her sole discretion can deny the application of any LEO applicant. The Chief will take the necessary steps for all applicants to make sure that they accomplish the required hours and learn the necessary curriculum to receive a Texas Peace Officer License by TCOLE, prior to graduation from the Modified Training Academy.
- c. The Chief shall establish the selection criteria and procedures for the Modified Hiring Process, consistent with this Agreement. Applicants who meet the selection criteria and procedures may be hired without being placed on an eligibility list.
- d. Upon commissioning with the City of Denton, the LEO applicant will be placed in a position senior to those applicants in the Department's regular Training Academy or another Police Academy selected by the department to train newly employed recruits who have not been commissioned.
- e. The Chief shall establish the training requirements for a Modified Training Academy for LEOs. All applicants hired through the Modified Hiring Process must successfully complete the Modified Training Academy. The Chief may determine that an applicant for a LEO class should complete additional training, as required by the Chief, up to and including the full training academy curriculum. LEO trainees will be paid in accordance with section 13(i) below during their training, except in the circumstance that the Chief determines that an LEO applicant will be required to complete the full training academy curriculum, in which case the LEO applicant shall not be given consideration of prior police service and the Chief of Police, at the Chief's sole discretion will determine the level of pay from the 3 Recruit Pay Steps available from Pay Grade HA09 of the City of Denton Civil Service Police Pay Plan.
- f. All applicants will serve a probationary period from the date of being commissioned as a Denton police officer. In the event that a probationary employee is unable to satisfactorily perform duties or training during the probationary period due to a temporary physical or mental impairment or condition, such as pregnancy, or temporary on duty injury, the Department may either terminate the employee or suspend the probationary period (as of the date served) and restart the probationary period when the person is capable of proceeding with the essential functions and duties of the job and/or training. The determination of whether to terminate the employee or suspend the probation should be made as part of the interactive process if the ADA is implicated. This provision does not override or modify any other rights or privileges of the officer independent of Chapter 143 of the TLGC. During the probationary period, a probationary employee may be terminated without civil service appeal rights. Upon completion of the probationary period, the employee will have full civil service protection, except as modified or abridged by this Agreement.

g. Each applicant will be assigned to a Field Training Officer (FTO) for a minimum of 12 weeks, unless an exception is granted based on a recommendation of the FTO, the Operations Division Commander and approved by the Chief or designee.

h. Regardless of any rank or position the officer previously held in another law enforcement agency, an applicant who successfully completes the Modified Training Academy will be placed in the civil service classification of Police Officer and will become a full-fledged civil service employee with full civil service protection, upon successfully completing probation.

i. Lateral hires with law enforcement experience will be compensated at a step rate of pay within the City of Denton Civil Service Police Pay Plan that corresponds with the officer's years of previous experience, up to the salary level of a Denton Officer with five (5) years of service on the Department. The pay rate for lateral hires with 6 or more years of experience will be compensated at the salary level no higher than that of a Denton Officer with five (5) years of service on the Department

j. Seniority for the purpose of asserting a seniority preference shall be determined by the date of the commission as a Denton Police Officer. If the commission dates are the same for two or more Officers, seniority will be determined by the Officers' relative final position in their Modified Training Academy class. Regardless of the pay rate established for each Modified Training Academy Officer, seniority related to promotional eligibility, shift bidding, or other privileges of employment shall begin when the officer successfully completes the Modified Training Academy and is commissioned with the Denton Police Department. Longevity pay will be calculated as of the date of employment with the City.

Section 13. Prior LEO Service of a Police Officer Hired in the Previous 48 Months

Officers with prior law enforcement experience, and meeting the qualifications outlined in Section 12, who were hired within the previous 48 months of the approval of this Meet and Confer Agreement, shall be compensated at a pay step commensurate with their total years of qualified police service, up to the salary level of Denton Police Officer with five (5) years service.

Section 14. Preemption.

In accordance with the provision in TLGC Section 142.059, the Parties expressly agree that this Article shall preempt and supersede any inconsistent provisions contained in TLGC Chapter 143, including but not limited to Section 143.021 through 143.027. The parties further expressly agree that this Article preempts any inconsistent provision in the Rules and Regulations (Local Rules) of the City of Denton Firefighters' and Police Officers' Civil Service Commission.

ARTICLE 5

PROMOTION

Section 1. Promotions to Sergeant Rank

- a. **Time In Rank Pre-Requisite.** An Officer is not eligible for promotion to Sergeant rank unless the Officer has served in the Department in the next lower rank for at least three years immediately before the examination date. This section supersedes section 143.031 of the Texas Local Government Code to increase the requisite time of service to a three-year pre-requisite in the next lower rank before taking the Sergeant promotional examination.
- b. **Limited Scope of Appeal.** Appeals to the commission under section 143.034 of the Texas Local Government Code shall be limited to quoted source material attributable to the referenced examination question. This section supersedes section 143.034(a) to limit appeals only to the written examination and limit the written examination scope of appeal to only quoted source material attributable to the referenced examination question.
- c. **Minimum Examination Grade Required**
The grade that will be placed on the eligibility list for Police Sergeant shall be computed by adding the applicants points for seniority to the applicants passing grade on the written examination. Each promotional applicant is entitled to receive one point for each year of seniority as a classified police officer in the Department, with a maximum of 10 points. Only those applicants who receive a grade of 70 points or higher shall be determined to have passed the Sergeant's Promotional Examination. Each applicant's grade on the written examination is based on a maximum grade of 100 points and is determined entirely by the correctness of applicant's answers to examination questions. This section supersedes section 143.033 of the Texas Local Government Code by requiring a minimum passing grade for the addition of seniority points for promotion to Police Sergeant.

Section 2. Promotions to Lieutenant Rank

- a. **Intent.** In adopting this article, the Parties agree to implement a promotional system for Lieutenant rank using a Research Project in addition to the written examination. The Parties believe the addition of the Research Project will improve the selection process and provide promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Lieutenant.
- b. **Adoption and Publication of Rules.** The commission shall adopt Local Rules in accordance with this article.
- c. **Lieutenant Promotional Process To Include Research Project.**
 1. Written Examination (100 points possible)
A maximum of 100 points of the promotional candidate's score will be based on the

- multiple choice score of the written examination.
2. Application of Seniority Points (10 points possible)
Each promotional candidate is entitled to receive one point for each year of seniority as a classified police officer in the Department, with a maximum of 10 points.
 3. Review and Appeal of Written Examination
On request, each promotional candidate is entitled to examine his/her own promotional examination and answers, the examination grading, and the source material for the examination. If dissatisfied, the candidate may appeal within five business days, to the commission for review in accordance with 143.034 Local Government Code. Appeals to the commission under section 143.034 of the Texas Local Government Code shall be limited to only quoted source material attributable to the referenced examination question.
 4. Continuation in Promotional Process
Each promotional candidate is entitled to receive one point for each year of seniority as a classified police officer in the Department, with a maximum of 10 points. Only those candidates who receive a grade of 70 points or higher shall be determined to have passed the Lieutenant's Promotional Examination and will be eligible to continue in the promotional process. Applicable seniority points will be added to each promotional candidate's passing score on the written examination for a cumulative score (maximum 110 points).
 5. Promotional Test Proctor
The Promotional Test Proctor will be the Lieutenant assigned to the Department's Office of Professional Standards, or another Lieutenant as appointed by the Department head.
 6. Candidates' Selection of Assessor Panel
All eligible promotional candidates, as determined in subsection 4, will meet with the Promotional Test Proctor and review a list of available assessors. The candidates, by majority vote, will select the assessor panel that will consist of the following:
 - a. Two (2) members of the Police Department Executive Staff,
 - b. Two (2) Police Department Lieutenants;
 - c. Two (2) members of the Denton Police Officer's Association Board; and
 - d. Two (2) City of Denton Senior Department Supervisors.The Department head will sit on the assessor panel and participate in the grading process for tiebreaker purposes.
 7. Selection of Research Project Topic
Prior to the administration of the written test, the Department Executive Staff will compile at least 3 research topics involving law enforcement and/or community issues. At the conclusion of the assessor panel selection, the Promotional Test Proctor will draw a topic at random from the available list of research topics. The drawn topic will be used by all promotional candidates for the Research Project defined to include both the written exercise and oral presentation.

8. Written Exercise (55 points possible)
Each promotional candidate will research and prepare a written report on the research topic, including background information, current trends, identified issues, recommended course(s) of action, and the financial impact of any issues and/or recommendations. The written report will be submitted using a format provided to each candidate by the Department. The written exercise will be due no later than 5:00 pm on the 10th business day after the selection of the assessor panel.
9. Oral Presentation (55 points possible)
Each promotional candidate, by random draw order, will make an oral presentation of their written report to the assessor panel. The presentation will be limited to 20 minutes, with an untimed question/ answer session at the conclusion of the presentation. The presentation can include, but does not require, the use of appropriate audio/visual aids. Presentations will be scheduled beginning the 15th business day after the selection of the assessor panel. The presentation schedule will be established at the meeting when the research topic is drawn.
10. Grading Matrix
The written exercise and the oral presentation will be graded using a standard grading matrix recommended by a joint Labor Management Committee consisting of two (2) representatives appointed by the Department head and two (2) representatives appointed by the DPOA Board to the Department head. The grading matrix will be approved by the Department head and available for review by the promotional candidates prior to the written examination.
11. Scoring
Individual assessor scores (other than the Department head) for each candidate's written exercise and oral presentation will be totaled (maximum 110 possible points).
The highest and lowest assessor score for each candidate will be dropped, and the remaining six (6) scores will be averaged. Average scores will be rounded to one decimal place with scores of .5 or more being rounded to the next highest level. (For example: 98.55 would be rounded to 98.6 and 98.54 would be rounded to 98.5). The average score will be the candidate's cumulative score for the Research Project.
Each promotional candidate's cumulative score from the Written Examination will be added to the candidate's cumulative score for the Research Project to determine the final promotional test score.
12. Appeal or Grievance
A promotional candidate may not grieve, appeal or dispute the Research Project component of the promotional process before an administrative or judicial body. Likewise, no grievance under this Agreement may be filed concerning the Research Project.
13. Tiebreakers
In the event of a tie between two (or more) candidate's final promotional test scores, the first tiebreaker will be the Department head's Research Project Score for each

candidate. In the event of a tie in the Department head's scoring of each candidate's Research Project, the second tiebreaker will be time-in-grade for each candidate in the Sergeant Rank.

14. Selection for the Lieutenant Rank

Promotional candidates will be ranked on the eligibility list and corresponding certified list based on the final promotional score, including the resolution of any tiebreakers. The Department head shall appoint the eligible promotional candidate having the highest grade on the eligibility list unless the Department head has a valid reason for not appointing the person. A vacancy shall be filled within 60 days, if an eligibility list is in existence, or 90 days if an eligibility list does not exist after the date the vacancy occurs.

- d. Military Duty. The commission may adopt Local Rules providing for the efficient administration of tests for promotional candidates for Lieutenant rank who are members of the armed forces serving on active military duty as provided by section 143.032(b)(1)(2) of the Texas Local Government Code.
- e. Appeal or Grievance. A promotional candidate may appeal the multiple-choice portion of the written examination under section 143.034 of the Texas Local Government Code as limited in subsection c (3) above but may not appeal or dispute the Research Project component of the promotional process before an administrative or judicial body. Likewise, no grievance under this Agreement may be filed concerning the Research Project. The invalidation of any question or component of the written examination shall not invalidate the remainder of the Promotional process.
- f. Statutory Override. Sections 2(a)-(e) of the article supersede the following sections of the Texas Local Government Code: section 143.032(a) to provide for the scoring of the Research Project created under this article, sections 143.032(b)(1) and 143.032(c) to allow for the Research Project process, to allow for clarifying questions to be asked in the Research Project process and to provide for the oral presentation and question/answer, sections 143.032 (d) and (e) to expand the scope of testing and the sources of materials in the Research Project, section 143.032(f) to expand the preparation and composition allowances to include the Research Project and to provide for more time for scoring, section 143.032(g) to allow the Department Executive Staff and Department head's participation in preparing the Research Project of the promotional process, section 143.033(a) to provide for scoring of the Research Project outside the presence of the promotional candidates, section 143.033(c) to provide for the creation of the eligibility list based on both multiple choice and Research Project and for the potential score to be based on less than 100 points in the event a question is invalidated, section 143.033(d) to provide for more time to post the grades of the eligibility list, and section 143.034(a) to limit appeals only to the written examination and limit the written examination scope of appeal to quoted source material attributable to the referenced examination question.

Section 3. Eligibility List Forwarded at One Time for Nonentry Positions

- a. Intent. This section of the article is intended to omit the administrative process of providing three names at a time and instead provide a process where all names of the persons on the eligibility list are certified and provided at once when filling a vacancy for a nonentry position in the Department.
- b. Process. When a vacancy occurs in a nonentry position that is not appointed by the Department head, the director, on request by the Department head or designee, shall certify to the Department head the names of the eligibility list.
- c. Statutory Override. Sections 3(a)-(c) of the article supersede section 143.036 of the Texas Local Government Code to allow for the entire eligibility list to be forwarded at once.

ARTICLE 6

APPOINTMENT OF PERSONNEL

All Deputy Chief and Assistant Chief positions may be filled by appointment by the Department head pursuant to the process provided for in Section 143.014 of the Texas Local Government Code. Positions in the ranks below Deputy Chief are filled under the statutory process in Section 143 except as otherwise provided in this Agreement. This article supersedes section 143.014(b) and section 143.014(c) of the Texas Local Government Code.

ARTICLE 7

DISCIPLINE

Section 1. Limitations on Acts Not Related to Criminal Activity and Time To Investigate Charges

In the original written statement and charges and in any disciplinary hearing conducted under this Agreement or Chapter 143, the Department head has two hundred and forty (240) days from the date the act (not related to criminal activity) occurred to discover the act. The Department head shall have one hundred and eighty (180) days from the date of discovery, as set forth in the preceding sentence, to investigate and take disciplinary action for the act (not related to criminal activity). This section shall supersede the first sentence of section 143.052(h) of the Texas Local Government Code. Nothing in these sections affects the remainder of section 143.052(h) or affects section 143.056 of the Texas Local Government Code.

Section 2. Alternative Discipline

Officers suspended up to a maximum of five (5) working days, at the Department head's discretion, may forfeit either accumulated vacation, compensatory or sick time equal to the suspension to serve the suspension with no loss of paid salary. The officer shall have ten (10) calendar days from receipt of notice of the suspension to decide whether or not he or she wishes to forfeit accumulated leave or exercise his or her appeal rights pursuant to Chapter 143 Local Government Code. No appeal to the commission or to arbitration may be instituted on suspensions where the officer has forfeited accumulated vacation, compensatory or sick time pursuant to the terms of this section. The forfeited vacation, compensatory, or sick time will not constitute hours worked. This section supersedes section 143.052 and section 143.053 of the Texas Local Government Code to the extent either of those sections do not allow for the process outlined in this section.

Section 3. Written Statement

If the Department head suspends an Officer, a copy of the statement giving the reasons for the suspension shall be delivered in person by the Department head or his/her designee to the suspended Officer. The Department head will file the written statement with the commission director within one hundred twenty (120) hours after the hour of suspension which will deem the statement to be filed for purposes of section 143.052. Unless the Officer appeals the suspension to the commission, the Parties agree the director will not forward the written statement to the commission. This section of the article shall supersede section 143.052(c) of the Texas Local Government Code in that filing with the director will satisfy 143.052(c). This section also shall supersede 143.052(c) requiring delivery of the statement specifically by the Department head to the officer. This section supersedes section 143.052(e) of the Texas Local Government Code in that, in instances where the Officer does not choose to appeal to the commission, the written statement will only be filed with the director and not forwarded to the commission.

ARTICLE 8

PROTECTED RIGHTS OF OFFICERS

Section 1. Effect of Article.

The following provisions shall apply to the administrative investigation of alleged misconduct by DPD police officers and the process of administrative discipline. To the extent of any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local Government Code, the provisions of this Agreement shall control. To the extent of any conflict between this Article and any other provision of this agreement, this Article shall control.

Section 2. Definitions.

In this Article:

- a) "Complaint" means any affidavit, administrative referral, or other document setting forth allegations or facts that may form the basis of future allegations of misconduct against an officer and which serves as the basis for initiating an investigation.
- b) "Disciplinary Action" means suspension, indefinite suspension, demotion in rank, reprimand, or any combination of those actions.
- c) "Investigation" means an administrative investigation of alleged misconduct by a police officer that could result in disciplinary action.
- d) "Investigator" means an agent or employee of the Department or an Independent Investigator who participates in conducting an investigation.
- e) "Statement" means any communication (oral or written) setting forth or facts regarding the alleged misconduct under investigation.
- f) "Evidence" means statements, reports, records, recordings, documents, computer data, text, graphics, videotape, photographs, or other tangible forms of information, including a "complaint".

Section 3. Compelled Testimony.

There shall be no legal or administrative requirement, including but not limited to subpoena power or an order from the City Manager or the Department, that an officer appear before or present evidence to any individual, panel, committee, group, or forum of any type. This provision has no application to any Independent Investigation authorized by the Chief of Police, regardless of whether the Independent Investigation was recommended by the City Council, City Manager, or to any hearing of an appeal of disciplinary action pursuant to this Agreement and/or Chapter

143 of the Texas Local Government Code. Police officers remain subject to orders or subpoenas to appear and provide testimony or evidence in such investigations or hearings.

Section 4. Access to Records by Officers.

- a) Not less than forty-eight (48) hours before the officer who is the subject of an investigation provides a statement to an investigator, the officer shall be provided a copy of the complaint(s). The Department may omit the name and/or identity of the person making the complaint. In the event that the complaint(s) does not contain all allegations of misconduct under investigation, not less than forty eight (48) hours before the investigator begins the initial oral or written interrogation of the officer, the investigator must inform the officer in writing of the additional allegations being investigated.
- b) Before the officer who is the subject of an investigation provides a statement to an investigator, the officer and his representative shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, if any, which is the subject of the allegations if such recording is within the possession or control of the Department.
- c) An officer is entitled to a copy of his or her statement to the Internal Affairs Unit at the time when the statement is finalized and signed by the officer, but the statement remains confidential in the hands of the officer pursuant to 143.089(g), DPD policy, and orders of non-communication about internal investigations, except for consultations with counsel.
- d) Before the officer who is the subject of an investigation provides a statement to an investigator, the officer and his representative shall be allowed to review the portions of any document(s) in which it is alleged that the officer provided false, incomplete, inconsistent, or conflicting information, or in which it is alleged that the officer omitted information in violation of any law or Department policy.
- e) Before the officer who is the subject of an investigation provides a statement to an investigator, the officer and his representative shall be allowed to review any report, supplement, use of force report, or other statement recorded or written by the officer, setting forth particulars or facts regarding the operative conduct which is the subject of the allegation(s).
- f) Not less than forty eight (48) hours before a Disciplinary Review Board (or any other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an officer for alleged misconduct, the officer and his representative shall be allowed to review for three (3) hours all evidence gathered or obtained during the investigation, and not previously reviewed by the officer pursuant to this Section. The evidence available for review shall not include any investigator's summary.

- g) Neither the officer nor his representative will be permitted to make copies of any witness statements, audio tapes, photographic or videotape evidence reviewed; however, they may take written notes only, provided that they comply with the confidentiality and use provisions in Section 6.
- h) Nothing in this Article shall be construed as requiring the Department to provide or make available for review by the officer or his representative any evidence from criminal investigations by the Denton Police Department unless that evidence is a part of the Internal Affairs Unit administrative file. No criminal investigation material that is part of the Internal Affairs Unit case file can be released if there is a pending criminal investigation or judicial proceeding.

Section 5. Audiotaping of Disciplinary Review Board Proceedings.

When a Disciplinary Review Board is held, the officer who is the subject of the investigation may audio tape the portion of the Disciplinary Review Board in which the chain-of-command discusses the IA investigation and the disciplinary decision with the officer.

Section 6. Confidentiality of Records and Misuse of Information.

The access to records provided in Section 4 of this Article has been granted in exchange for the following agreements intended to ensure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

- a) Retaliation or the threat of retaliation by an officer, or by an individual at the direction of the officer, against the author of an Internal Affairs statement is strictly prohibited. A sustained violation of this subsection shall result in either a temporary or indefinite suspension.
- b) If an officer is suspended pursuant to this Section, the officer shall have the right to appeal the suspension to the Civil Service Commission or to an Independent Third-Party Hearing Examiner pursuant to the provisions of this Agreement and Chapter 143 of the Texas Local Government Code. The Commission or the Hearing Examiner shall decide whether the specific charge related to this Section is true. If the charge is found to be true, the Commission or Hearing Examiner must affirm the disciplinary action and cannot amend, modify, or reduce the period of disciplinary suspension.
- c) Sections 143.053(e) & (f) of the Texas Local Government Code are hereby superseded to the extent of any conflict with this Section.

Section 7. Right to Representation.

An officer who is the subject of an investigation or administrative inquiry shall have the right to be represented by an attorney of the officer's choice and/or an Association Representative during an interview provided the attorney and/or Association Representative complies with the Internal Affairs interview protocol. An officer shall have the right to be represented by an attorney

and/or Association Representative of the officer's choice during a Disciplinary Review Board (or other administrative hearing conducted for the purpose of determining whether the Department shall take disciplinary action against an officer for alleged misconduct.)

Section 8. Violation of Officer's Rights.

If the Department or any investigator violates any of the provisions of this Article or of Section 143.051 of the Texas Local Government Code while conducting an investigation, the Department shall reverse any punitive action which depends upon evidence resulting from a violation of this agreement; including a reprimand, and in any appeal, evidence resulting from a violation of this agreement shall be specifically excluded from introduction into evidence in any proceeding against the officer, including any disciplinary appeal hearing. The hearing examiner or arbitrator may make such other evidentiary rulings as are just and fair, after consideration of the circumstances of the violation.

ARTICLE 9

CHANGE IN SHIFT ASSIGNMENT

The City reserves the exclusive right to determine procedures, timing and standards for all employee transfers and reassignments; provided, however, Officers shall receive at least fourteen (14) calendar days advance notice of transfer or reassignment that result in working different hours of a shift schedule. An Officer may voluntarily waive the requirement to an advance notice. In the event of an emergency the Department head or designee may require an Officer to work at any given time without the requirement of notice given to an Officer. An emergency is an unexpected happening or event or an unforeseen situation or crisis that calls for immediate action and requires the Department head to order an Officer to work a shift other than the Officer's normal scheduled shift assignment.

ARTICLE 10
COMPENSATION

Section 1. Base Pay Philosophy

It is the desire of the City to recognize that the employees of the City of Denton Police Department perform their responsibilities at a level that is above the typical metroplex Police agency. As such, it is the desire of the City to maintain a pay philosophy that exceeds the average metroplex pay for Police officers while at the same time recognizing the financial limitations facing the City due to this challenging economic period.

Section 2. Comparator Cities

Arlington, Carrollton, Fort Worth, Frisco, Garland, Grand Prairie, Irving, Lewisville, McKinney, Mesquite, Plano and Richardson shall continue to be used as comparator cities for the salary survey to be conducted each year of this contract. The City and Association shall convene a Labor/Management Pay Subcommittee to perform a survey in May of each year of the Agreement upon which consideration for the proposed base salary adjustments for the following fiscal year shall be calculated. Based on the survey information of the comparator cities, the average of base pay for minimums and maximums for each rank shall be calculated and proposed for approval as a part of the budget process. Beginning with the second year of this agreement and for the third year of the agreement, in addition to minimum and maximum pay averaging for each rank, consideration will also be given to the actual midpoint average pay and the midpoint tenure level of each comparator city's step pay plan when preparing proposals for approval as a part of the budget process. Proposed increases may be limited to the average base pay percentage increase for non-civil service City employees approved by the City Council in the annual budget.

Section 3. Compensation Proposal Calculation

(a) The compensation for Police Officer/Recruit, Sergeant, Lieutenant and Captain (conditioned upon the creation of a Captain classification) 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 each year of the Agreement, 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 and further, beginning year two of this agreement and continuing with the third year, consideration shall be given to the actual midpoint average pay and the midpoint tenure level of each comparator city's step pay plan when calculating pay steps. It is agreed that effective with

the first pay period of April 2020, the Police Civil Service Pay Plan will be restructured so the top police officer grade salary pay step will be at twelve (12) years of service. The Police Civil Service Pay Plan Police adopted in accordance with calculated salary adjustments outlined in Section 3 above and as agreed to by the parties for year one, is attached to the Agreement as EXHIBIT B.

(b) Increases recommended in subsection 3(a) may be equivalent to the average base pay increase budgeted for non-civil service City employees. Should the City Council approve a budget that does not include base pay increases for non-Civil service employees, the ranks of Police Officer/Recruit, Sergeant, Lieutenant and Captain shall not receive any base pay increase regardless of the calculated amount necessary to reach minimum and maximum rates plus five percent (5%).

(c) Should the City Council approve a budget that includes lump sum pay increases instead of an increase to base pay to non-civil service City employees, the ranks of Police Officer/Recruit Sergeant, Lieutenant and Captain will receive a lump sum payment equal to the average lump sum increase for non-civil service employees instead of an increase to base pay.

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 each preceding fiscal year respective to each year of the Agreement, and appropriated 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 5 Breaks

Officers assigned to the Operations Bureau, working 10 or 12-hour shifts, are normally allowed one (1) meal break and two (2) fifteen minute breaks, workload permitting. The meal break begins when cleared by Dispatch and will last no longer than one (1) hour. Because officers that work the 10 or 12-hour shift assignments are paid for their meal breaks, and the inherent nature of the Operations Bureau function, patrol and traffic officers are subject to recall during their breaks at any time without warning and any additional compensation.

Sworn employees not assigned to the Operations Bureau, working 8-hour shifts, are allowed one (1) meal break and two (2) fifteen minute breaks, workload permitting. Meal breaks will last no longer than forty-

five (45) minutes. Because employees are paid for their meal breaks, they are all subject to immediate recall during their breaks, at any time without warning, and any additional compensation.

ARTICLE 11

COURT TIME, CALL BACK AND OVERTIME PAY

Section 1. Officers while off duty who are called back to duty shall be paid a minimum of two (2) hours or actual time worked, whichever is greater.

Section 2. Officers while off duty who are required to perform phone consultations with the District Attorney's Office shall be paid a minimum of one (1) hour or actual time worked, whichever is greater.

Section 3. Officers while off duty who are required to give testimony in court about events arising out of their employment shall be paid a minimum of three (3) hours or actual time worked, whichever is greater.

Section 4. Any hours meeting established criteria for overtime compensation will be paid at one and a half (1-1/2 times) the Officer's regular rate of pay.

Section 5. Holidays, vacation time (with the exception of vacation in lieu of sick) and scheduled "on-call" hours subject to the provisions of Policy 106.04 are considered actual time worked for overtime eligibility and the calculation of overtime pay.

ARTICLE 12

ASSIGNMENT PAY AND SPECIALTY PAYS

Section 1. Assignment Pay

a. Field Training Officer Pay

Each Officer assigned as a Field Training Officer shall be granted pay of \$100.00 per month.

b. Tactical Team Pay

Each Officer assigned to the Tactical Team shall be granted pay of \$100.00 per month.

c. Hostage Negotiator Pay

Each Officer assigned to the Hostage Negotiator Team shall be granted pay of \$100.00 per month.

d. Administrative Services Pay

Each Officer assigned to serve as an on-call Public Information Officer or in an on-call capacity as the Department's IT Specialist shall be granted pay of \$200.00 per month.

e. Traffic Unit On-Call Pay

Each Officer assigned to the Traffic Section that is required to respond to a call back situation for periods of at least one week at a time and would be subject to discipline if they fail to answer, respond, or are unfit to respond during their assigned period, shall be granted pay of \$200.00 per month. This includes the Traffic Sergeant, who is considered to be on-call except when relieved of the duty to respond for specified periods of time.

f. Criminal Investigations Bureau On-Call Pay

Any Officer assigned to the Criminal Investigation Bureau (CIB) that is required to respond to a call back situation for periods of at least one week at a time and would be subject to discipline if they fail to answer, respond, or are unfit to respond during their assigned period, shall be granted pay of \$200.00 per month. This includes the CIB Sergeants that are assigned to an on-call rotation and are required to respond as stated above. This includes Special Operations officers who are on-call by the nature of their assignment.

g. Applicability

Officers may be granted a maximum of three (3) separate assignment pays per month from Sections (a) through (f).

Section 2. Specialty Pay

a. Canine Pay

Each assigned Canine Officer approved by the Department head shall be granted pay of \$100.00 per month.

b. Bilingual Pay

Bilingual pay will be paid at the rate of one hundred dollars (\$100.00) per month for oral skills or the rate of one hundred fifty dollars (\$150.00) per month for oral and reading skills for Officers certified under standards established by the Chief and assigned to the bilingual program. The bilingual program shall include Spanish and any language designated by the Chief. Officers will not be paid cumulatively if they are certified in more than one language,

Section 3. Certification Or Education Pay

Each Officer eligible for Certification and Education pay shall be granted both certification and education pay commencing the first pay period after: (1) submission of the proof of eligibility and, (2) verification by the Department head. Education eligibility requires successfully completed courses at an accredited college or university. If eligibility is acquired during a fiscal year, the monthly rate shall be prorated from the first day of the pay period following the date of submission of the proof of eligibility provided.

Effective the first pay period of each fiscal year, Certification and Education pay shall be as follows:

Certification:	Intermediate-Police	\$1080.00 annualized rate \$ 90.00 monthly rate
	Advanced-Police	\$1800.00 annualized rate \$ 150.00 monthly rate
	Master-Police	\$2520.00 annualized rate \$ 210.00 monthly rate
Education:	30 hours toward degree	\$720.00 annualized rate \$ 60.00 monthly rate
	Associates Degree	\$1080.00 annualized rate \$ 90.00 monthly rate
	Bachelor's Degree	\$1,800.00 annualized rate \$ 150.00 monthly rate
	Master's Degree	\$2,520.00 annualized rate \$ 210.00 monthly rate

Certification and Education pays are paid cumulatively for the highest Degree and the highest Certification held by an officer.

Section 4. Shift Differential Pay

The City shall pay an additional two hundred dollars (\$200.00) per month as Shift Differential Pay to any officer who is regularly assigned to work an evening or night shift. It is intended that only officers who work on a regularly assigned shift, in which fifty percent (50%) or more of their shifts for the month begin between 2:00 p.m. and 4:00 a.m., will be eligible to receive Shift Differential Pay. Temporary duty away from an officer's normal shift assignment for training purposes and the use of vacation, sick leave, or line-of-duty injury will not be a cause for suspension of monthly payments for Shift Differential Pay.

Section 4. Statutory Override

Sections 1, 2, 3 and 4 of this article supersede sections 143.041(c)(2), 143.041(c)(3), 143.041(c)(4), 143.041(c)(5), 143.042, 143.043 and 143.044(b), 143.044(c), 143.047(a), and 143.047(b) of the Texas Local Government Code to provide for the pay as outlined above.

ARTICLE 13

SAFETY AND HEALTH

Section 1. Intent

It is the desire of the City and the Association to recognize that physical fitness is mutually beneficial to the health and wellbeing of employees, in addition to lowering potential costs of healthcare and work related injuries and agree that a voluntary participation program for physical fitness incentive pay shall be established. The intent of this program is not to create an entitlement but to further improve the health and wellness of the Department.

Section 2. Joint Committee on Physical Fitness Recommendations

The Joint Committee on Physical Fitness shall recommend the structure of a program for an annual physical which includes a combination of a medical assessment and fitness assessment as approved by the Department head. The Joint Committee on Physical Fitness shall be comprised of two (2) members appointed by the Association, two (2) members appointed by the Department head, and a representative from Human Resources. In addition, the Joint Committee on Physical Fitness shall make recommendations on prerequisites to participate in the program.

Section 3. Tiered Performance Incentive Pay

A prerequisite for the incentive pay requires the Officer to participate in the City's annual Health Risk Assessment (blood draw and follow up).

- a. Superior Rating. Effective January 1, 2016, an Officer who receives a "Superior" rating on his/her annual physical which includes a combination of the Officer's medical assessment and fitness assessment shall receive a one-time lump-sum payment of six hundred dollars (\$600) for that rating. The lump-sum payment shall be paid in the month of November following the receipt of the "Superior" rating.
- b. Excellent Rating. Effective January 1, 2016, an Officer who receives an "Excellent" rating on his/her annual physical which includes a combination of the Officer's medical assessment and fitness assessment shall receive a one-time lump-sum payment of five hundred dollars (\$500) for that rating. The lump-sum payment shall be paid the in the month of November following the receipt of the "Excellent" rating.
- c. Good Rating. Effective January 1, 2016, an Officer who receives a "Good" rating on his/her annual physical which includes a combination of the Officer's medical assessment and fitness assessment shall receive a one-time lump-sum payment of four hundred dollars (\$400) for that rating. The lump-sum payment shall be paid in the month of November following the receipt of the "Good" rating.

Section 4. Evaluation

The Joint Committee on Physical Fitness shall evaluate the program annually to determine effectiveness and shall make potential recommendations to the Department head for modifications or adjustments.

Section 5. Statutory Override

Sections 1, 2, 3 and 4 of this article supersede sections 143.041(c)(6) and 143.044(d) of the Texas Local Government Code to provide for fitness incentive pay as outlined above.

ARTICLE 14

CIVIL SERVICE COMMISSION

Section 1. Commission

It is the desire of the City and the Association to broaden the criteria qualifying persons eligible to serve on the commission. As a result, a person may be appointed to the commission who has held public office within the preceding three years provided that the public office held by the person was not an elected office. This article supersedes section 143.006(c)(5) of the Texas Local Government Code.

ARTICLE 15

LABOR/MANAGEMENT RELATIONS

Each Party shall designate three (3) representatives to serve on a joint Labor/Management Committee ("Committee"). This Committee shall meet quarterly at agreeable times and places to discuss matters of mutual concern. Such discussion shall not be tantamount to, or an extension of, the bargaining process, but shall be for the purpose of encouraging productive relations between the parties and the improvement of the public safety services to the community. A minimum of two (2) members from each party must be present for a meeting to be held. The Department head will make reasonable efforts to accommodate requests by Association members to attend if they are on duty. Both parties understand and agree that Committee meetings are not required on any issue, except where provided for in Article 3 of this Agreement and are not a condition nor limitation on the management rights to make and enforce policies, rules, regulation, or operational decisions.

ARTICLE 16

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Section 1. Scope of Procedure

The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Only matters involving the interpretation, application, or alleged violations of a specified provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. Any matters for which the right of appeal is afforded by Subchapter D of Chapter 143 of the Texas Local Government Code are excepted from the scope of this Article.

Section 2. Application of Procedure

If the Association has a dispute with the City regarding this Agreement, the Association should reduce the dispute to writing and deliver it to the City's designated representative, who shall be its Department head or designee.

An Officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association Executive Board. Each dispute shall be submitted in writing and must include, at minimum, the following information:

- (1) a brief statement of the dispute and facts or events on which it is based;
- (2) the section(s) of the Agreement alleged to have been violated;
- (3) the remedy or adjustment sought and;
- (4) the bargaining unit member's signature or, if filed by the Association, the signature of the Association President.

Any claim or dispute by an Officer or group of Officers under this Agreement which includes a claim for pay or benefits for any past pay periods must be filed by the Officer with the Association within thirty (30) business days of the date when the Officer knew or reasonably should have known of the claim.

Disputes by the Association or an Officer shall proceed along the following steps:

Step 1. An aggrieved Officer must initiate a dispute with the Association Executive Board within thirty (30) business days of the date upon which the Officer knew or should have known of the facts giving rise to the dispute. A copy of notice or receipt of the dispute shall be forwarded to the Department head by the Association Executive Board within (3) business days of the receipt of the dispute. The Association Executive Board shall within their sole discretion determine if a dispute exists within fifteen (15) business days after receipt of the dispute. If the Association Executive Board determines that no dispute exists, the grievance will be deemed denied and shall need no further action taken. The Association shall notify the Department head in writing that no

further proceedings will be necessary. If the Association Executive Board determines that the dispute is valid, it shall within five (5) business days after determination submit the dispute to the Department head and proceed to Step 2 of the procedure.

Step 2. After receipt of the dispute, the Department head shall within thirty (30) business days submit his/her response in writing to the Association Executive Board. If there is no timely reply from the Department head the grievance is deemed denied and will proceed to the next step as indicated.

The Department head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) business days of its receipt from the Association.

Step 3. If the dispute is not resolved in Step 2, the Association Executive Board may advance the dispute in writing to the City Manager or designee within ten (10) business days from receipt of the Step 2 decision of the Department head. The City Manager or designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of the receipt of the dispute in Step 3. The City Manager or designee may, at his or her discretion, conduct a conference to further explore the merits of the dispute and to explore resolution options.

Step 4. If the dispute is not resolved in either Step 2 or Step 3, either Party shall have the right to seek mediation of the dispute by requesting same in writing within ten (10) business days. The mediation will proceed before either a mediator with the Federal Mediation and Conciliation Service or before a mutually agreed mediator. The mediation shall be held in available facilities of the City of Denton.

Step 5. If the dispute is not resolve at Step 4, the Association shall have ten (10) business days from the date of mediation to determine whether it will pursue he dispute under this article through arbitration. Under this step, the Association must deliver a letter indicating its election to proceed to arbitration to the Department head.

Section 3. Arbitration Opinion

The Parties have agreed that all disputes under this Agreement, which concern the application and interpretation of this Agreement, shall be submitted to final and binding arbitration, and the Parties except form this Agreement disputes involving statutory application and interpretation for rights and claims not arising under sections 142 or 143 of the Texas Local Government Code. The terms of the Agreement, and any factual issues which are determinative in applying the Agreement, shall be the sole province of the designated arbitration, and his or her decision shall be final. However, the City will only agree to arbitration on the condition that legal issues which are determinative in any contract dispute are subject to judicial review. This additional exception to the Parties' arbitration Agreement is a narrow one, as reflected by the bargaining history. This contract represents an agreement to submit disputes to arbitration within its scope, and otherwise preserves the existing jurisdiction of Texas Courts over any contract rights and claims not exclusively committed to arbitration. The Parties have agreed that questions of law, which involve either the interpretation and application of state statues or the application of legal principles from Texas

appellate court opinions (or the failure to properly apply such legal principles or opinions) to controversies under this article shall be submitted initially to arbitration, but that either party shall have a limited right of appeal from an arbitration award in the Courts solely for the purpose of reviewing disputed issues of law. No such appeal from arbitration shall include review of any factual determinations by the arbitrator, including credibility of witnesses or weight of the evidence. If an appeal from arbitration based on erroneous application of the law is not successful, the appealing Party shall bear all costs of such appeal.

If a dispute is submitted to arbitration, within seven (7) business days, the Department head and/or City and the Association shall select an arbitrator by alternately striking names from the Parties' pre-determined panel of six (6) qualified neutral arbitrators. The Association shall strike the first name under this article with the first dispute brought under this article. Thereafter, the first strike shall alternate between the Parties. The panel list is attached as Exhibit "A" to this Agreement. The list of arbitrators attached as Exhibit "A" may be modified by the City and the Association, within 60 days of the ratification of this Agreement by both parties submitting the names of three (3) arbitrators. Should any panel member subsequently refuse or be unable to continue to serve on the panel, the Parties may mutually agree to his/her replacement from a mutually accepted list of three (3) arbitrators. In the event the Parties cannot mutually agree to a replacement, the remaining members of the panel will continue to serve for the duration of the Agreement.

The arbitration should be held at the earliest available date, but may be continued for good cause shown or upon mutual agreement.

Upon written request delivered at least fourteen (14) business days prior to the date of the hearing, a party to the proceeding shall provide, no later than seven (7) business days prior to the hearing, to the opposing party the names and addresses of witnesses expected to be called at the hearing. In the absence of good or excusable cause, the arbitrator may exclude the testimony of a witness upon the failure of a party to disclose such a witness. The parties, in writing, may request discovery from each other concerning the grievance. Should the opposing party not agree to provide the requested information within seven (7) business days of the request; the request shall be deemed denied. The requesting party may then apply to the arbitrator, who shall order such discovery consistent with, but not bound by, the rules of discovery in Texas civil cases. In considering the application, the arbitrator shall consider the burden and expense of producing the information, the need of the requesting party, the amount of time available prior to the hearing, and such other matters as he may deem material. In no event shall discovery be requested within thirty-five (35) business days prior to the hearing, unless agreed by the parties.

The hearing shall be held in available facilities of the City of Denton and shall be conducted informally, without strict evidentiary or procedural rules. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association.

The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible and the arbitrator's written decision shall be based on a preponderance of evidence within thirty (30) business days after close of the hearing, or after receipt of post-hearing briefs if applicable.

Section 4. Decision Final and Binding

If arbitration is selected, the Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the Agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the dispute submitted to the arbitrator. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration, but the fees and expenses of the arbitrator shall be borne equally by the Parties. The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion, or which exceeds the arbitrator's jurisdiction or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Section 5. Mutual Extension

All deadlines within this article may be extended by mutual agreement by the Parties.

ARTICLE 17

DURATION OF AGREEMENT AND EXTENSIONS

Section 1. Duration of the Agreement

This Agreement shall have an effective date of October 1, 2019 and shall remain in full force and effective through September 30, 2022, provided however, the Association shall have the right to request that wages be renegotiated for FY 2021-2022. This request to renegotiate wages does not obligate the City to agree to any changes in wages.

Section 2. Extension of Agreement by Mutual Written Agreement

If the Parties are engaged in negotiations for a successor agreement at the time this Agreement would otherwise expire, the Association's and the City's meet and confer negotiating teams shall have the authority to extend this Agreement in thirty (30) day increments by mutual written agreement(s) signed by the President of the Association and by the City Manager, or the City Manager's designee, provided, however, in no event shall this Agreement be extended pursuant to this Section beyond December 30, 2022.

ARTICLE 18

SAVINGS CLAUSE AND PREEMPTION PROVISION

Section 1.

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2.

The provisions of this Agreement shall supersede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Denton, Texas; and Local Rules and Regulations of the Civil Service Commission for the City of Denton, Texas. This preemption provision is authorized by section 142.067 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement, which has been reached.

Section 3. Complete Agreement Clause

The Parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the meet and confer process. This Agreement constitutes the full and complete Agreement of the Parties and there are no others, oral or written, except as specified in this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED,
AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF DENTON, TEXAS

(Approved by Denton City Council on 24th of September, 2019)

By: Todd Hileman
TODD HILEMAN
CITY MANAGER

Dated: September 27, 2019

By: Rosa Rios
ROSA RIOS
CITY SECRETARY

Dated: 9/27/19

APPROVED:



By: Frank R. Dixon
FRANK DIXON
CHIEF OF POLICE

Dated: SEPTEMBER 26, 2019

By: Aaron Leal
AARON LEAL
CITY ATTORNEY

Dated: September 27, 2019

THE DENTON POLICE OFFICERS ASSOCIATION

(Ratified by DPOA Membership on 23rd of September, 2019)

By: Donnie Carr
DONNIE CARR
PRESIDENT,
DENTON POLICE OFFICERS ASSOCIATION

Dated: September 26, 2019

By: Yancy Green
YANCY GREEN
SECRETARY,
DENTON POLICE OFFICERS ASSOCIATION

Dated: September 26, 2019

EXHIBIT A

PANEL OF ARBITRATORS

William Detwiler

Donald Goodman

John Barnard

Don Williams

John Allman

Kathy Fragnoli

EXHIBIT B

FY 2019-2020 CITY OF DENTON CIVIL SERVICE POLICE PAY PLAN

Scenario: Eliminate 15- year step with additional increase to max step

FY 2020 January 1 Implementation	\$ 220,739
FY 2020 April 1 Implementation	\$ 152,087
Annual Impact	\$ 304,174

Year/Step	Mkt + 5% current structure		Mkt + 5% Eliminating 15-year step Steps 1, 2, 3, 5, 7, 9, 12 (w/step 12 @ \$91K and all other steps in between min and max recalc)		Annual Increase over Mkt+5%
	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	
1	\$ 70,282	\$ 33.789	\$ 70,282	\$ 33.789	\$ -
2	\$ 73,116	\$ 35.152	\$ 73,735	\$ 35.450	\$ 619
3	\$ 75,951	\$ 36.515	\$ 77,188	\$ 37.110	\$ 1,237
4	\$ 75,951	\$ 36.515	\$ 77,188	\$ 37.110	\$ 1,237
5	\$ 78,785	\$ 37.878	\$ 80,641	\$ 38.770	\$ 1,856
6	\$ 78,785	\$ 37.878	\$ 80,641	\$ 38.770	\$ 1,856
7	\$ 81,620	\$ 39.240	\$ 84,094	\$ 40.430	\$ 2,474
8	\$ 81,620	\$ 39.240	\$ 84,094	\$ 40.430	\$ 2,474
9	\$ 84,454	\$ 40.603	\$ 87,547	\$ 42.090	\$ 3,093
10	\$ 84,454	\$ 40.603	\$ 87,547	\$ 42.090	\$ 3,093
11	\$ 84,454	\$ 40.603	\$ 87,547	\$ 42.090	\$ 3,093
12	\$ 87,289	\$ 41.966	\$ 91,000	\$ 43.750	\$ 3,711
13	\$ 87,289	\$ 41.966	\$ 91,000	\$ 43.750	\$ 3,711
14	\$ 87,289	\$ 41.966	\$ 91,000	\$ 43.750	\$ 3,711
15	\$ 90,123	\$ 43.328	\$ 91,000	\$ 43.750	\$ 877