

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is made and entered into by the Denver Police Protective Association (“DPPA”) and the City and County of Denver (“the City”).

WHEREAS, the DPPA and the City entered into a Collective Bargaining Agreement effective January 1, 2015 through December 31, 2017 (“the Agreement”), which was ratified by the members of the DPPA and approved by ordinance adopted by the City; and

WHEREAS, the DPPA and the City now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual advantages contained herein, and further in consideration of the mutual promises and covenants herein more specifically set forth, the parties hereto do **STIPULATE AND AGREE** as follows:

1. Article 20, Section 20.1 of the Agreement is amended to read as follows:

20.1 The City shall pay each officer an allowance of ~~\$700~~ **\$875** for the acquisition, maintenance and repair of equipment. This payment shall be made on or before November 30 of each year of the agreement.

2. Article 27, Section 27.4 of the Agreement is amended to read as follows:

27.4 ON CALL

~~Officers placed in “on call” status by the Chief or his designee shall be compensated for each hour or part thereof spent in on call status at the rate of one percent (1%) of the officer’s regular rate of pay. For purposes of this Article, being placed in on call status means any time an officer is required to remain available to respond to a call to duty and is subject to possible disciplinary action for failing to respond. The determination of those officers placed in on call status shall rest solely with the Chief or his designee.~~

~~In the event an officer in on call status is called back to work by an authorized superior, the officer will no longer be in on call status and will be compensated in accordance with Article 17 of this Agreement.~~

Procedures will be established by the Chief to insure officers placed on call will be compensated for all time spent handling phone calls while off duty. Each call will be logged on a log sheet and approved by the officer’s commander at the end of every work period. The officer will be compensated at their overtime rate of pay in either time off or overtime pay. If an officer in on call status is called back to work by an authorized supervisor, the officer will no longer be in on call status and will be compensated in accordance with Article 17 of this Agreement.

3. Except as amended by the MOU, the Agreement otherwise remains unchanged and in full force and effect and is affirmed and ratified in each and every particular.

4. This MOU shall be effective upon ratification by the membership of the DPPA and the approval of an adopting ordinance by the City.

DENVER POLICE PROTECTIVE ASSOCIATION

CITY AND COUNTY OF DENVER

By: _____
Nick Rogers, President

By: _____
Michael B. Hancock, Mayor

By: _____
Tyson Worrell, Secretary

ATTEST:

Debra Johnson, Clerk and Recorder

COUNTERSIGNED:

REGISTERED AND

Cary Kennedy, Manager of Finance

APPROVED AS TO FORM:

D. Scott Martinez, City Attorney
City and County of Denver

RECOMMENDED AND APPROVED:

By: _____

Dennis J. Gallagher, Auditor

Stephanie O'Malley, Manager of Safety