

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by the Fraternal Order of Police, Denver Sheriff Lodge 27 ("the FOP") and the City and County of Denver ("the City").

WHEREAS, there is a Collective Bargaining Agreement between the FOP and the City effective January 1, 2008 through December 31, 2010, consisting of the terms agreed to by the City and the FOP during the 2007 collective bargaining negotiations and the terms awarded in the final offer impasse arbitration, a copy of which was filed in the Office of the Clerk and Recorder of the City and County of Denver on May 1, 2008, City Clerk's Filing No. 08-397 ("the Agreement"); and

WHEREAS, the FOP and the City recognize the continuing budget problems facing the City and both parties desire to avoid layoffs and other reductions within the Denver Sheriff Department; and

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

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

Part I

1. Article 19, Section 19.3 of the CBA shall be amended to read as follows:

19.3 Effective December 19, 2010, the annual salary for employees will be as follows:

Deputy Sheriff (4.5%)

Step B.....	\$46,053
Step C.....	47,443
Step D.....	48,846
Step E.....	50,195
Step F.....	51,598
Step G.....	57,900
Step J.....	64,174

(There is no Step A, H or I)

Deputy Sheriff Sergeant (4.5%)

Step A.....	\$57,336
Step B.....	60,817
Step C.....	64,628
Step D.....	70,284
Step E.....	72,733

Step F 77,205

Deputy Sheriff Captain (4.5%)

Step A..... \$71,549
Step B..... 75,760
Step C..... 80,177
Step D..... 84,828
Step E..... 89,781
Step F 95,023

2. Except as amended by Part I of this MOU, the Agreement remains unchanged and in full force and effect and is affirmed and ratified in each and every particular.

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

Part II

1. The parties shall enter into a two-year Collective Bargaining Agreement for the term of January 1, 2011 through December 31, 2012. The terms, provisions, duties and obligations of the current Agreement shall be continued and extended in full force and effect through December 31, 2012, with the exception of following changes: Article 19 of the 2011-2012 contract will provide for a three percent (3%) salary increase above the 2010 salary rates for all members of the bargaining unit, such increase to become effective on December 18, 2011, and a three percent (3%) salary increase above the 2011 salary rates for all members of the bargaining unit, such increase to become effective on July 1, 2012.

2. In consideration for the above and forgoing, the City agrees that no members of the bargaining unit will be subject to mandatory furloughs or be laid off in 2010, 2011 and 2012.

3. The City agrees that specialty pay for field training officers ("FTOs") will be administered at the rate of \$100 per month, every month, for all persons certified and designated as FTOs, provided that no employees certified and designated as FTOs shall receive more than \$100 per month for specialty pay.

4. Any proposed changes in the current application of the provisions of the Collective Bargaining Agreement between the City and the FOP intended to create a budget savings for the DSD will require written notice to the FOP, followed by an opportunity to comment on any such change, prior to implementation. The FOP reserves all rights under Article 21 (Grievances) of the Collective Bargaining Agreement, and nothing herein shall be construed as a waiver or agreement by the FOP to any such proposed change.

**FRATERNAL ORDER OF POLICE,
DENVER SHERIFF LODGE 27**

CITY AND COUNTY OF DENVER

MICHAEL JACKSON,
President

JOHN W. HICKENLOOPER,
Mayor

JEFFREY SHAW,
Vice President

ATTEST:

ANTHONY GETTLER,
Secretary

STEPHANIE O'MALLEY,
Clerk and Recorder
City and County of Denver

REGISTERED AND COUNTERSIGNED:

Claude J. Pumilia, Manager of Finance

Dennis J. Gallagher, Auditor

APPROVED AS TO FORM:

David R. Fine, City Attorney
City and County of Denver

RECOMMENDED AND APPROVED:

By: _____

Manager of Safety