

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LAWRENCE, KANSAS
AND THE
LAWRENCE POLICE OFFICERS ASSOCIATION (LPOA)

January 1, 2009 2010 through December 31, 2009 2011

City suggested changes

~~Michael Dever,~~ **Robert Chestnut**, Mayor
City of Lawrence, Kansas

Mike McAtee
LPOA, Lawrence, Kansas

ATTEST:

~~Frank Reeb~~ **Jonathan Douglass**
Interim City Clerk

PREAMBLE

Pursuant to Resolution 6099 6817, this Memorandum of Understanding has been entered into by the City of Lawrence, Kansas, hereinafter referred to as the "City," the Lawrence, Kansas Police Department, hereinafter referred to as the "Department," and the Lawrence Police Officer's Association, hereinafter referred to as the "LPOA". "Officers" and "Detectives" are interchangeable terms used in this Memorandum of Understanding. This Memorandum of Understanding shall be reduced to writing and signed by individuals with the authority to bind the City and the LPOA to this agreement for the specified time period.

This Memorandum of Understanding takes effect January 1, 2009, 2010, and expires December 31, 2009 2011, except that this agreement will only be binding for 2011 if both the City Commission and the LPOA mutually agree.

LIVING DOCUMENT

The parties agree to meet and discuss in good faith problems of mutual concern including changes in wages, working conditions, or benefits that occur throughout the terms of this Memorandum. These discussions shall not be considered negotiations nor subject to the Impasse Procedures of the Employee Relations Resolution 6099.

TERMS AND CONDITIONS OF EMPLOYMENT

It is the policy of the City of Lawrence to create a progressive work climate that encourages the development of mutual trust and understanding. The City is committed to dealing directly and honestly with all employees. Employees are encouraged to communicate with their immediate supervisors with any question or problem regarding any questions or problems and to give an opinion opinions on ways to make the City an even better place to work.

DEFINITIONS

Shift: The eight, nine, or ten hour period during which a police officer is normally assigned.

Work Period: The fourteen day period used for recording hours worked.

Work Schedule: The twenty-eight day period that is used to manage resources assigned to police supervisors.

Work Cycle: The four month period for which officers bid on patrol assignments.

~~MANAGEMENT AND EMPLOYEE RIGHTS UNDER RESOLUTION 6099~~
MANAGEMENT AND EMPLOYEE RIGHTS UNDER RESOLUTION 6817

These rights are defined under Resolution 6099 6817, Sections II, III, and V.

Five Guiding Principles
FIVE GUIDING PRINCIPLES

It is the policy of the Lawrence Police Department to abide by our Five Guiding Principles and pursue attainment of our Department Goals and Objectives.

We exist to serve the community.

We believe in the personal touch.

We are fair but firm.

How we get the job done is as important as getting the job done.

We represent civility and order in a changing world.

Departmental Goal

The goal of the Lawrence Police Department is to be the number one police organization.

The Lawrence Police Department will strive to provide the citizens of Lawrence with the most efficient and effective police service available within the confines of existing resources.

Objectives

The Lawrence Police Department will attain its goals by the following objectives. We will:

No changes, but re-justified:

- Have innovative, honest, responsive leadership. The staff should never be satisfied with the status quo, but always seek ways to improve all of the department's operations. The staff will set the tone of professionalism, perfection, integrity, hard work, and receptivity to change.
- Provide realistic departmental guidelines and policies.
- Recruit and retain the best possible police officers.
- Provide quality training for every level of the organization.
- Promote police conduct that is responsive and sensitive to the needs of the community.
- Require aggressive crime fighting to improve the utilization of patrol and investigative resources in the identification, arrest, and conviction of individuals committing criminal activity within our jurisdiction.
- Require a professional work ethic and professional work product by officers engaged in routine police duties, preliminary and follow-up investigations.
- Enhance the role of departmental personnel in the planning and development process.
- Recognize exceptional work by police employees.
- Stress responsibility of all employees to be accountable to the department and the community their actions.

ARTICLE 1: LPOA STATUS AND RIGHTS

Section 1.1 Right of Organization

No changes, but re-justified:

All officers who have completed their orientation periods shall have the right to join and participate in the LPOA.

Section 1.2 Right of Representation

In accordance with City Resolution ~~6099~~ **6817**, the LPOA is recognized for the term of this agreement as the representative of the police personnel holding the classifications of Police Officer and Police Detective in ~~2009~~ **2010 and 2011**. The LPOA may negotiate with the City of Lawrence, Kansas, in the determination of conditions of employment, wages, benefits, and for the purpose of administering this Memorandum.

Section 1.3 Prevailing Rights

All rights, privileges, and working conditions enjoyed by police officers at the present time, which are not included in this agreement shall remain in full force and effect, unchanged and unaffected in any manner during the term of this agreement unless changed by the process put forth in the section on "Rules and Regulations".

Section 1.4 List of LPOA Officers

Beginning on or before December 31 **of each year**, ~~2009~~, the LPOA will submit a list of LPOA Executive Board members for the following year to the Chief of Police. The LPOA will forward a copy of the list to the Director of Administrative Services.

~~Section 1.5. Dues Deduction~~ **Section 1.5 Dues Deduction**

The existing check-off procedure will be followed for the term of the agreement.

~~Section 1.6. LPOA Business~~ **Section 1.6 LPOA Business**

Subject to staffing requirements, the Chief of Police will continue to work with the LPOA representatives to determine if, ~~subject to staffing requirements~~, accommodations can be arranged for the purpose of facilitating negotiations. Officers may request in writing to the Chief **of Police** permission to engage in LPOA activities **while** on duty. The Chief **of Police** may grant such ~~request~~ **requests** at his discretion. The Chief **of Police** and the LPOA agree to meet as necessary to discuss issues of mutual concern.

Each calendar year the Department will provide a pool of 48 training hours for the LPOA Executive Board to attend LPOA related training subject to the following conditions: ~~A bank of 48 training hours will be provided each year for purposes of attending LPOA training. This bank of hours is available only to the LPOA Executive Board and is subject to the following:~~ **1) Requests are to be in writing to include a synopsis of the training; 2) Requests are to be submitted at least 45 days prior to the training; and 3) Adequate staffing is available.** ~~1) Written requests, including a synopsis of the training, are submitted~~

~~to the Chief of Police at least 45 days prior to the training; and 2) Adequate staffing is available. Officers may request in writing to the Chief of Police additional time as needed to engage in LPOA activities. The Chief of Police may grant this time at his discretion.~~

~~Section 1.7. Bill of Rights~~ **Section 1.7 Bill of Rights**

The City agrees to the concept of a Bill of Rights and has provided appropriate protection through the Policies and Procedures.

ARTICLE 2: LPOA COOPERATION

~~Section 2.1. LPOA Cooperation~~ **Section 2.1 LPOA Cooperation**

The LPOA recognizes the need for improved methods in providing police services to the citizens of the City of Lawrence. The LPOA agrees to cooperate with the City and the Department in the implementation of such methods, to suggest improved methods in the education of its members, and to recognize the necessity for such changes and improvements.

~~Section 2.2. Rules and Regulations~~ **Section 2.2 Rules and Regulations**

The LPOA agrees to comply with all Police Department rules and regulations. The City agrees that the departmental **Department** rules and regulations affecting working conditions, hours, and privileges shall be subject to the grievance procedure. Departmental **Department** rules and regulations, and the **2006 revision of the City Employee Handbook, revised in March, 2006**, shall be a formal part of this agreement for **2009 2010 and 2011**.

Before the implementation of new departmental **Department** rules and regulations, or changes in rules and regulations affecting hours of employment, working conditions, and **or** privileges, the Chief **of Police** and the LPOA may meet to discuss the merits of the proposed changes in accordance with City Resolution ~~6099~~ **6817**. If changes in departmental **Department** rules and regulations are implemented and are unacceptable to an employee, the employee may utilize the grievance procedure. The LPOA agrees to support any change that will improve the Police Department.

ARTICLE 3: COMPENSATION

~~Section 3.1. Compensation Plan~~ **Section 3.1 Compensation Plan**

In ~~2009~~ **2010 and 2011**, the compensation plan for Police Officer and Detective will **follow** ~~be per the City's Police Pay Plan as per the attached Lawrence, Kansas Police Department Compensation Program for Sworn Personnel.~~

~~Section 3.2. Wage Adjustment~~ Section 3.2 Wage Adjustment*

~~*IMPASS ITEM~~

~~City language:~~

2010 Wages. The step plan providing step adjustments of 2.5% or 5% for those who are not at top of salary range on their anniversary on the basis of merit will be funded for 2010. \$26,624 will be provided for one-time bonuses that do not accrue to base for those who are the top of range as of December 31, 2009. Top of range is defined as police officers who have completed their 8th anniversary with the City and are at Step 16 or above and who will not otherwise be receiving any compensation adjustments, and detectives who are at Step 17. The amount of the bonus will be determined by dividing \$26,624 by the total number of individuals who are at top of scale as of December 31, 2009. The bonus will be paid on the first full pay period of 2010. If, during FY 2010, the City institutes a greater general wage adjustment to any City employee, employee group, or bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this Agreement.

2011 Wages. This section is only relevant if the agreement is extended to 2011, as outlined in the Preamble. Commencing on or about April 20, 2010, the City and the LPOA will meet to discuss 2011 wages. In the discussion about 2011 wages, the following factors will be taken into consideration:

- Local and regional economic conditions
- Current and projected wages of peer cities
- The City actual and projected revenues
- Other relevant factors.

If, during FY 2011, the City institutes a greater general wage adjustment to any City employee, employee group, or bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this Agreement.

~~It is acknowledged that the attached *Compensation Program* includes a general wage increase of one and a half percent (1.5%), effective with the first full pay period in 2009.~~

~~If during FY 2009, the City institutes a general wage adjustment to any City employee, employee group, or bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this memorandum.~~

~~For the purposes of this section of the memorandum, a general wage adjustment does not include merit based wage increases or position reclassifications.~~

~~Section 3.3. Longevity~~ Section 3.3 Longevity*

~~*IMPASSE ITEM~~ City language:

Longevity pay is a discretionary item annually considered by the City Commission. The City Commission, in its sole discretion shall determine the rate of longevity pay for 2010, taking into account the City's financial condition and the status of revenues and expenditures at the time. Options that the City Commission shall consider shall be: \$4 per month of service, \$2 per month of service, or any such other amount as the City Commission determines appropriate.

Longevity compensation will be calculated as follows: commencing January 1 of the year following the fifth (5th) years of employment, longevity pay will be made if approved by the City Commission, with a special check issued in the month of December. Service shall be credited for all whole years completed as of December 31 by multiplying the monthly rate by the number of years of consecutive service with the City of Lawrence.

Periods of military service will not constitute a break in consecutive service as long as the employee returns to the City's employment immediately after discharge. An employee who retires shall be compensated at a pro-rated basis for longevity.

~~Longevity pay is a discretionary item annually considered by the City Commission.~~

~~Longevity compensation will be calculated as follows: commencing January 1 of the year following the fifth (5th) year of employment, longevity pay will be made if approved by the City Commission, with a special check issued in the month of December. Service shall be credited for all whole years completed as of December 31 at the rate of \$4 per month multiplied by the number of years of consecutive service with the City of Lawrence.~~

~~Periods of military service will not constitute a break in consecutive service as long as the employee returns to the City's employment immediately after discharge. An employee who retires shall be compensated at a pro-rated basis for longevity.~~

~~The parties acknowledge that for the City budget year 2009, longevity pay is budgeted at a rate of \$2 per month of service.~~

~~The parties agree to discuss the issue of longevity pay as a regular agenda item at a meeting of the City Commission in November 2009. At such time, the City Commission, at its sole discretion, shall determine the actual rate of longevity pay for 2009, taking into account the City's fiscal condition and the status of revenues and expenditures at that time. Options that the City Commission shall consider shall be: \$4 per month of service, \$2 per month of service, or such other amount as the City Commission determines appropriate.~~

~~Section 3.4. Overtime and Compensatory Time~~ Section 3.4 Overtime and Compensatory Time

Some changes, re-justified:

- a) Time worked in excess of the normal daily scheduled shift duration shall be paid at time-and-one-half. With any accumulation of overtime in excess of one shift during a work period, the Chief of Police will have the option to alter the work schedule (not work cycle)

with reasonable notice. An officer may not accrue more than sixty (60) hours of compensatory time (40 hours of overtime). An officer who has accrued sixty (60) hours of compensatory time off shall, for additional overtime hours of work, be paid at the overtime rate of compensation. Any time worked in excess of twelve (12) hours in any one-day shall be paid at double time.

- b) Overtime may be taken as compensatory time off at a rate of one and one-half hours for each hour of overtime worked.
- c) An officer who has accrued time off shall upon termination of employment be paid for the unused compensatory time at a rate of compensation of no less than the final regular rate received by the officer.
- d) Compensatory time shall, unless otherwise approved, be taken in eight (8) hour increments.
- e) Staffing availability will be the key factor in determining if compensatory time can be taken. The shift Captain and the Chief of Police will have the responsibility and authority to insure adequate staffing is available prior to granting compensatory time off.
- f) An officer may elect to receive payment for accumulated compensatory time. However, an officer may not receive more than twenty (20) hours payment at the straight time rate in any one-pay period. The decision to receive payment for overtime must be made by October 1 of the year in which overtime is earned.
- g) Compensatory time may be carried over from year to year.
- h) Compensatory time is subject to any regulations promulgated by the Department of Labor, as per the Fair Labor Standards Act.
- i) The parties agree to cooperate in determining ways to reduce the amount of overtime worked by police officers.

~~Section 3.5. Court Time~~ **Section 3.5 Court Time**

No changes, onlyre-justified:

- a) Court time during regularly scheduled work hours will be part of normal compensation.
- b) Officers will be paid a minimum of two (2) hours court time for having to appear in court outside of normally scheduled work hours. Officers will be compensated a minimum of one hour or actual time spent for attendance at supervisory approved pre-trial conferences. When the time of appearance is one hour or less before or after scheduled time

to begin work, officers will be compensated for actual time spent prior to entering on-duty status.

- c) District Court appearances scheduled on regular days off or vacation days may be compensated at a minimum rate of two (2) hours double time. Officers must document and articulate that a "hardship" existed as a result of the court appearance in an Officer's Special Report forwarded through the chain of command to the Chief of Police for final disposition.
- d) Overtime requests shall be on a Department approved form. Officers are required to notify an on-duty supervisor that they have completed their court time.
- e) Once an officer has completed his/her court appearance, the officer will notify an on-duty supervisor in person that he/she has completed his/her court appearance duties. If a supervisor is not readily available, the officer will contact the on-duty supervisor using the department's intranet paging system, cellular phone, or police radio system.
- f) ABC hearings are considered court time. On those occasions that officers choose to attend driver's license hearings outside of normal working hours at the Law Enforcement Center, reimbursement will be made in accordance with rules for court time. On those occasions when an officer chooses to provide an alternative means of contact with ABC outside of normal working hours, the officer will receive one hour reimbursement or the amount of time actually spent conducting the hearing, whichever is greater.

~~Section 3.6. Call Back~~ **Section 3.6 Call Back**

Any police officer who has completed his/her tour of duty and who has been released, or who is called in on his/her day off is to be assured a minimum of two hours pay at the overtime rate. At the completion of the call back task, the officer will report to the on duty supervisor. Court time or scheduled appearances of regular duty will not be considered call back.

Section 3.7 Shift Differential

A shift differential of 50 cents an hour will be paid to officers who work the third shift (midnight shift). A shift differential of 25 cents an hour will be paid to officers who work the second shift (evening shift).

ARTICLE 4: VACATIONS

~~Section 4.1. General~~ **Section 4.1 General**

During the term of this memorandum, if the City institutes an increase in benefits in vacation leave, sick leave, personal leave, emergency leave, wellness leave, or holiday time, the City shall institute a comparable increase in benefits for all Police Officers and Detectives.

After completing one (1) year of service, each officer shall be entitled to vacation pay. Thereafter, vacation pay shall be earned from January 1 of each year to January 1 of the next year on the following basis:

| Years of Service | Total Hours per Year |
|-----------------------------------|----------------------|
| | 2007 and thereafter |
| First through Fifth | 96 |
| Sixth through Tenth | 128 |
| Eleventh through Fifteenth | 152 |
| Sixteenth through Twentieth | 176 |
| Twenty-First through Twenty-Fifth | 192 |
| Twenty-Sixth and above | 200 |

Officers may accumulate **320 hours of vacation time which can be carried over from year to year.** and carry over from year to year 320 hours of vacation time.

ARTICLE 5: HOLIDAYS

~~Section 5.1. Holidays~~ **Section 5.1 Holidays**

The City and the Department recognize the holidays listed below. Officers shall receive holiday compensation for the following days:

Christmas Day
Independence Day
Martin Luther King Day
New Year's Day
Thanksgiving Day

Labor Day
Memorial Day
President's Day
Day after Thanksgiving

~~Section 5.2. Floating Holidays~~ **Section 5.2 Floating Holidays**

Officers may elect to "float" two holidays to other days within the calendar year. Officers must declare by January 15 of each year which two holidays, if any, they wish to float and to which days within the calendar year.

~~Section 5.3. Holiday Leave~~ Section 5.3 Holiday Leave

An officer working on a holiday may elect either to receive holiday pay for the hours actually worked or to receive a shift off during the work schedule.

ARTICLE 6: LEAVES OF ABSENCE

~~Section 6.1. General Leaves of Absence~~ Section 6.1 General Leaves of Absence

Leaves of Absence are governed by the City's criteria which are located in the Employee Handbook. Leave shall be granted with the approval of the shift supervisor and the Chief of Police, and shall be subject to ~~staffing of shifts~~ **shift staffing** and training schedules.

~~Section 6.2. Family Medical Leave~~ Section 6.2 Family Medical Leave

The City's policy concerning the Federal Family and Medical Leave Act applies to members of the LPOA. Officers may be allowed to use their regular days off, physical **fitness** days, vacation leave, personal leave, sick leave, wellness days, or compensatory time during a leave with the permission of the Chief **of Police**.

~~Section 6.3. Emergency Leave~~ Section 6.3 Emergency Leave

An officer may take up to six (6) working days of emergency leave in each calendar year in the event of a death or an illness or injury in which death is imminent, in his or her immediate family. ~~Request~~ **Requests** for Emergency Leave should be made to the officer's supervisor, **supervisor and are** subject to approval by the Chief of Police.

~~Section 6.4. Sick Leave: Use Provisions~~ Section 6.4 Sick Leave: General Use Provisions

General

The City expects employees to appear fit for duty for scheduled work periods. Unfortunately illness and injury do strike. When an employee finds it necessary to be absent for personal illness, bodily injury or disease, exposure to contagious disease and appointments with doctors or dentists, the employee shall report the absence to the immediate supervisor prior to the regular time for reporting to work or according to ~~departmental~~ **Department** policy. Sick leave may not be granted unless such a report is made. The employee must inform the immediate supervisor on each day of absence of the employee's condition unless the absence is of more than three days duration, in which case the employee may inform the supervisor of the projected date of return. If ~~the~~ **this** date changes, the employee must inform the supervisor of the new date.

The supervisor may require proof of illness such as a statement signed by an attending physician or other proof satisfactory to the supervisor for any absence chargeable to sick leave of any duration.

Three sick leave days may be used each year for illness within the immediate family. Sick leave may be used for job related injuries and illnesses to supplement the City's Worker's Compensation program.

~~Section 6.5. Sick Leave Accumulation~~ **Section 6.5 Sick Leave Accumulation**

Officers will accumulate 3.7 hours of sick leave per pay period. Officers may accumulate up to 1040 hours of sick leave. Upon separation of employment, officers will be paid for their accumulated sick leave according to the Employee Handbook, Section III, item D-4, as follows:

~~"All employees "... who separate from service through resignation, layoff, termination, retirement, or death shall be compensated at their regular rate of pay according to the following schedule with the maximum amount paid of 260 hours."~~

"All employees... who separate from service through resignation, layoff, termination, retirement, or death shall be compensated at their regular rate of pay according to the following schedule with the maximum amount paid of 260 hours."

| Complete Years of Service with the City | % Accrued Sick Leave Paid | Maximum Hours Paid |
|---|---------------------------|--------------------|
| 0 through 4 | 0% | 0 |
| 5 and over | 25% | Up to 260 |

~~Section 6.6. Physical Fitness Days~~ **Section 6.6 Physical Fitness Days**

One (1) Physical Fitness Day will be granted to officers meeting the minimum physical fitness standard. One (1) additional Physical Fitness Day will be granted to officers meeting the maximum physical fitness standard.

~~Section 6.7. Minimum Physical Fitness Standard~~ **Section 6.7 Minimum Physical Fitness Standard**

1. Resting heartbeat of 90 beats per minute maximum.
2. Blood pressure maximum 145/90.

Section 6.8 Maximum Physical Fitness Standard

~~Sit-ups~~ **Sit-ups:** The officer will perform a bent knee sit-ups with hands clasped behind the head and may have another individual hold his/her feet. A sit-up shall be counted each time the officer touches the ground and then brings the elbows forward to touch the knees. The test will conclude after sixty seconds.

Bench press: The officer will perform a single bench press using free weights. The bench press will consist of an assist to the maximum extension of the arms, drop to touch the chest, and completed with extended arms and locked elbows.

One and one-half mile run: The officer shall physically traverse a one and one-half mile course within a single time span. The test will conclude after a maximum of twenty-two minutes. ~~and the following table defines the standards that must be met.~~

The following table defines the standards that must be met:

| <u>Men</u> | | | |
|--------------|--------------------|---------|-------------|
| Age | 1.5 mile timed run | sit-ups | bench press |
| 20-29 | 11:41 | 42 | 1.14 |
| 30-39 | 12:20 | 39 | .98 |
| 40-49 | 13:14 | 34 | .88 |
| 50-59 | 14:24 | 28 | .79 |
| <u>Women</u> | | | |
| Age | 1.5 mile timed run | sit-ups | bench press |
| 20-29 | 14:24 | 38 | .70 |
| 30-39 | 15:08 | 29 | .60 |
| 40-49 | 15:57 | 24 | .54 |
| 50-59 | 16:58 | 20 | .48 |

~~Section 6.9. Wellness Days~~ Section 6.9 Wellness Days*

*IMPASSE ITEM

City language:

After an officer has accumulated 240 hours of sick leave, he or she may receive one wellness day for each six months in which no sick leave is used. A maximum of two (2) wellness days are available each calendar year.

~~After an officer has accumulated 850 hours of sick leave, he or she may receive one wellness day for each six months in which no sick leave is used. A maximum of two (2) wellness days are available each calendar year.~~

~~Section 6.10. Personal Leave~~ Section 6.10 Personal Leave

Each officer shall be eligible for three personal days each year. Personal days shall not accrue beyond the three-day limit. Note: these three personal days shall not be converted from accumulated sick leave.

ARTICLE 7: INSURANCE

~~Section 7.1. Insurance~~ Section 7.1 Insurance

Health/Dental and Prescription Plan. The City shall provide a health plan to employees covered under this MOU under such premium requirements and coverage requirements available to all city employees during the term of this memorandum.

Payroll Deduction. The employee's contribution to dependent coverage will be accomplished through payroll deduction.

Insurance Carrier. The carrier providing health/dental and prescription insurance will be identified by the City after obtaining employee input from the City's Health Care Committee.

Retiree Health Insurance. The City shall provide health insurance to retirees under such premium requirements and coverage requirements available to all eligible city retirees during the term of this memorandum.

Life Insurance.

Some changes and re-justification:

- a) Life insurance for police officers will be in the amount of \$20,000 paid by the City.
- b) The City funds additional life insurance coverage for the enrolled employees through contribution to the Kansas Police and Fire Retirement System. In the event of service connected death, the surviving spouse receives an annual benefit of 50 percent of the employee's final average salary (FAS) in on-going monthly payments for the rest of his or her life. Each eligible child will receive an annual benefit of up to 10 percent of the employee's FAS. The maximum total benefit is 75 percent of the employee's FAS, ~~plus 10 percent of the FAS payable to each eligible child, to a maximum benefit payment of 75 percent.~~ In the event of a non-service connected death, the surviving spouse receives a 100 percent lump sum payment of the FAS, plus a monthly ~~an annual~~ benefit equal to 2.5 percent of the FAS multiplied by the years of service in on-going monthly payments for the rest of his or her life. The maximum annual benefit is 50 percent of the employee's FAS. If the employee does not have a surviving spouse, eligible children share the benefit. ~~(up to 50 percent of the FAS) will be paid to the surviving spouse or eligible child.~~
- c) For informational purposes, it is noted that the U.S. Department of Justice provides a monetary benefit to the eligible survivors of police officers where deaths are the direct and proximate result of a traumatic injury sustained in the line of duty. The City is not a party to this provision and will not replace it if discontinued by the U.S. Department of Justice.
- d) Professional Insurance. The City will provide professional liability insurance in coverage limits and amounts determined by the City.

~~Section 7.2. Injury in the Line of Duty~~ Section 7.2 Injury in the Line of Duty

Worker's Compensation coverage for all job-related injuries and Kansas Police and Fire Retirement System disability coverage is provided by the City.

Injury

In the event a ~~police~~ **an** officer is injured as specified below, and upon application to the Chief of Police, and review and approval by a City appointed physician, ~~he/she~~ **the officer** shall receive the following additional benefits:

Some changes and re-justification:

1. The City will pay the difference between Worker's Compensation benefits and full salary after the 7th **seventh (7)** calendar lost workday through the **sixtieth (60)** 60th lost workday.
2. Injuries, in accordance with this article, of over five **(5)** continuous calendar days duration shall cause any so charged sick leave to be restored.
3. The injured officer may use accumulated vacation and sick leave after the sixtieth **(60)** lost workday. The City will encourage the officer to apply for Worker's Compensation and pension disability benefits after the sixtieth **(60)** lost workday.
4. **If released by the attending physician for such,** the Chief of Police will determine **and approve** if positions are available for light duty work. ~~if released by the attending physician and approved by the Chief of Police.~~ No officer is guaranteed another position in the Department if the physician rules that he or she can no longer physically perform the duties of ~~his/her~~ **the officer's** original position. Officers may apply and will be considered for any available open position in any City department.

Causes of Injury

The following are specific causes of injury:

Some changes and re-justification:

1. Shot with a lethal weapon.
2. ~~Stabbed/cut~~ **Stabbed or cut** with a knife, edged ~~weapons~~ **weapon**, glass or **other** dangerous object.
3. Hit by an automobile while directing traffic, working an accident, or maintaining a roadblock.
4. Injuries sustained while chasing **on foot** a suspect, prisoner or mentally deranged person. ~~on foot outside the patrol car.~~
5. Injuries inflicted by an animal, suspect, prisoner, mob, ~~and/or~~ **or** a mentally ill person.

6. While operating a ~~patrol car~~ **Department vehicle** with the emergency equipment in use, while in pursuit of a murderer, ~~or armed person and/or~~ **or** a violent subject.
7. While in the process of attempting to rescue a person.
8. Inhalation of poisonous chemicals or gases at a hazardous material incidents, **clandestine narcotics labs, industrial accidents, or similar situations.** ~~E.G., Haz-mat incident, clandestine narcotics lab (s), industrial accident, etc.~~
9. Responding to or actively working a natural disaster or terrorist act.
10. The Chief of Police may recommend injury leave for similar injuries.

~~Section 7.3. Funeral Expenses~~ **Section 7.3 Funeral Expenses**

The City will pay the reasonable cost of appropriate funeral expenses for officers killed in the line of duty. The Chief of Police will make funeral arrangements and arrange payments associated with funeral expenses if the surviving family wishes.

~~Section 7.4. Contagious Diseases-Medical Expenses for Officer's Family~~
Section 7.4 Contagious Diseases-Medical Expenses for Officer's Family

The City agrees to pay reasonable expenses for inoculation, immunization, or treatment **of officers' family members** ~~for members of an officer's family~~ when it becomes necessary as a result of an officer's exposure to contagious diseases when the officer's exposure occurred on duty. A physician selected by the City will recommend treatment. Officers must document how they contracted the disease and forward the documentation to the Chief of Police using the chain of command.

ARTICLE 8: EDUCATION

~~Section 8.1. General~~ **Section 8.1 General**

The LPOA, City and ~~Police~~ Department encourage officers to further their education. However, an officer's first commitment must be to the Lawrence Police Department.

~~Section 8.2. Tuition and book reimbursement~~
Section 8.2 Tuition and book reimbursement

Tuition and book reimbursement incentives will be provided to encourage **an increased increase in the level** levels of formal education **of Department members.** ~~within the department.~~ The maximum **reimbursable** amount ~~to be reimbursed~~ will be **calculated at 75 percent of the per credit hour cost for undergraduate or graduate programs at the University of Kansas** ~~determined in a credit for credit calculation at 75 percent of the~~

~~University of Kansas' undergraduate or graduate programs to a maximum of 15 credit hours annually. The eligibility criterion for all tuition and book reimbursement incentives is two years of service with the Lawrence Police Department. If an officer receives approval from the Chief of Police prior to enrollment and the Chief of Police determines the class is relevant and beneficial to police work, the~~ The City will reimburse any LPOA member who achieves a 2.0 grade or greater ~~under the following schedule: in a class determined by the Chief of Police to be relevant and beneficial to police work and who receives approval by the Chief of Police prior to enrollment under the following schedule.~~

Some changes and re-justification:

- a) The City will reimburse 50 percent of the cost of tuition and books for non-degree seeking candidates. The officer may retain ownership of the books.
- b) The City will reimburse, **at the University of Kansas equivalent per credit hour rate**, 75 percent of the cost of tuition and books for degree seeking candidates. The books shall remain **the** property of the **Department** department. Any officer who receives book or tuition reimbursement ~~will be~~ **is** required to commit to two additional years of service ~~to the~~ **with the Department** department subsequent to the receipt of the final reimbursement. **Officers who voluntarily separate from the Department shall fully reimburse the City for any tuition or book payments they received during the two year period preceding the separation.** ~~an officer who has or is receiving tuition or book reimbursement benefits voluntarily separates from the department, he or she shall reimburse the City 100 percent of the cost of the benefit.~~

~~Section 8.3. Professional Schools~~ **Section 8.3 Professional Schools**

The City and the LPOA agree on the concept of providing training and professional development for police officers. The parties agree to work together to ~~insure~~ **ensure** a fair, equitable, and active training program with as much funding as is reasonably possible to ~~insure~~ **provide for** the continued growth and development of the officers. **In determining enrollment and attendance in professional schools, the** The Chief of Police shall ~~determine enrollment and attendance for professional schools~~ **consider an officer's** based ~~upon~~ job performance, employee evaluations, recommendation of the officer's Captain, and ~~the~~ benefit to the department **Department**.

Article 9: Equipment, Clothing, and Uniforms **ARTICLE 9: EQUIPMENT, CLOTHING, AND UNIFORMS**

Section 9.1 Equipment

The City and the LPOA agree a properly equipped Police Department is essential in providing quality and effective police services and ~~to ensuring~~ **ensure** the safety of the community and its police officers. The City commits to maintaining, replacing, and acquiring essential equipment for the Police Department. The LPOA recognizes that budget limitations can affect equipment replacement and purchases.

Section 9.2 Clothing

The clothing allowance for non-uniform personnel shall be \$600.00 annually. Officers with permanent plain-clothes assignments may elect to receive a single lump sum payment in the first quarter of each year. Other officers who are assigned to plain-clothes assignments will be paid quarterly. Upon initial promotion to detective, if requested from and approved by the Chief of Police, the officer will be advanced the pro rated amount for the year. The City shall provide **for** appropriate dry cleaning ~~for~~ **of** clothing worn on duty.

Section 9.3 Bullet Resistant Vest

The City will provide the first bullet resistant vest to newly hired officers. The vest will be threat level IIIA using the NIJ standards at the time of purchase. ~~When the vest expires, according to the manufacturer's recommendations, the City will provide a new vest of equal threat protection, and continue to replace vests, as they expire, throughout the time the officer/detective is employed by the City.~~ **When the vest expires according to the manufacturer's recommendations, the City will provide a new vest of equal threat level protection. The City will continue to replace vests as they expire throughout the time the officer is employed by the City.**

Section 9.4 Uniforms

The City shall continue to replace uniforms on an as needed basis and uniforms shall be inspected at regular intervals to determine if replacement is necessary. The City shall provide **for** appropriate dry cleaning ~~for~~ **of** uniforms.

Section 9.5 Equipment Allowance

The equipment allowance for uniform personnel shall be \$200.00 annually. An officer may choose one of the two following options:

~~A) To receive a lump sum payment in the first February check of each year, or~~

~~B) To utilize vendors approved by the City to purchase equipment through a credit system established in the department.~~

- 1. To receive a lump sum payment in the first February check of each year, or**
- 2. To utilize vendors approved by the City to purchase equipment through a credit system established in the Department.**

Section 9.6 Property Damage Reimbursement

At the discretion of the Chief of Police, the ~~The City shall repair or replace a police~~ **an** officer's personal property that is damaged or destroyed in the line of duty up to a

maximum of \$350 per item ~~at the discretion of the Chief of Police~~. No payment shall be made for damage due to the negligent action or inaction of the officer.

~~Upon the recommendation of the Chief of Police, payment~~ Payment to cover the cost of a Sig Sauer .40 caliber handgun shall be made by the City ~~upon recommendation of the Chief of Police in a~~ the case of damage ~~to or the~~ loss of an officer's duty weapon. No payment shall be made due to the negligent action or inaction of the officer.

ARTICLE 10: JOINT STANDING COMMITTEES

~~10.1. Committees Defined~~ 10.1 Committees Defined

The City will continue to seek the input of an LPOA representative in the development, implementation, and/or modification of the ~~Department police department policy~~ policies, rules, regulations and orders. Such input will ~~also~~ continue also to be considered by various ~~department~~ Department committees such as the Training (including legal update), Accident Review, and Equipment committees. ~~training, (including legal update), accident review and equipment committees.~~ The LPOA will submit a list of members for review by the Chief of Police for committee assignments.

The ~~department~~ Department will maintain a working committee known as the Task Force ~~task force~~ to consider various non-monetary issues within the ~~department~~ Department. Task Force shall be composed ~~The make-up of the task force shall be of~~ one representative chosen in a fair electoral process from each of the following groups: patrol shift one, patrol shift two, patrol shift three, ~~Detectives~~ detectives, ~~Captains~~ captains, ~~Sergeants~~ sergeants, and the Community Services Division. ~~community services division.~~

ARTICLE 11: SENIORITY

~~Section 11.1. General~~ Section 11.1 General

~~No changes, only re-justified:~~

- a) All other factors being equal, seniority will govern in bidding for shift assignments, selection of vacation days, whenever possible regular days off, reduction in work force, and reverse order of recall after layoff or furlough. Among the other factors considered in the event of a reduction in work force because of layoff or furlough will be the ability of the employee, without further training, to perform the work required.
- b) Seniority shall be measured by continuous full-time service as a sworn police officer in the Department from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence.

- c) The City in its discretion shall determine if layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees in training will be laid off prior to regular employees with more seniority.

ARTICLE 12: HOURS OF WORK

~~Section 12.1. General~~ **Section 12.1 General**

The normal work schedule for each officer shall be eighty (80) hours in a two calendar week period. All officers on shifts one, two, and three may have a **thirty (30)** minute uninterrupted meal break **as** approved by the supervisor. Officers who work from 0800 to 1700 hours, Monday through Friday, may have a **sixty (60)** minute uninterrupted meal break **as** approved by the supervisor.

~~Section 12.2. Schedule Changes~~ **Section 12.2 Schedule Changes**

Reasonable effort will be made to provide for **twenty-four (24)** hours **of** off-duty time between shift changes and to provide at least one week's notice when the ~~department~~ **Department** changes an officer's regular work schedule.

~~Section 12.3. Roll Call~~ **Section 12.3 Roll Call**

Roll Call **call** and Debriefing **debriefing** will be included in the shift.

ARTICLE 13: INTERNAL AFFAIRS AND DISCIPLINARY PROCESS

~~Section 13.1. General~~ **Section 13.1 General**

An officer will have the right to request that another Lawrence police officer be allowed as a peer representative during any meeting with a supervisor or Internal Affairs investigator when the officer reasonably believes the officer may be suspended or terminated. The peer may be present, but may not participate in the discussion.

~~Section 13.2. Officer's Privacy~~ **Section 13.2 Officer's Privacy**

The ~~department~~ **Department** will make every effort to safeguard an officer's privacy when an officer is under criminal or administrative investigation.

ARTICLE 14: RANGE

~~Section 14.1. Range: General~~ **Section 14.1 Range: General**

Officers will qualify at the range as required by the ~~Department.~~ department.

~~Section 14.2. Range Time~~ Section 14.2 Range Time

Officers assigned to firearms qualification at a time other than ~~during~~ their tour of duty will be assured two hours of overtime.

~~Section 14.3. Ammunition Allotment~~ Section 14.3 Ammunition Allotment

Two weeks prior to scheduled firearms qualifications, the City ~~Department~~ will issue each employee 100 rounds of ammunition to ~~these employees~~ officers returning 100 rounds of brass. An additional 100 rounds will be made available at each ~~Department~~ department-sponsored practice session at the range.

ARTICLE 15: MISCELLANEOUS

~~Section 15.1. Legal Services~~ Section 15.1 Legal Services

The City of Lawrence shall provide legal counsel to any officer who is sued civilly or is summoned to appear before any grand jury or inquisition when the provision of such legal counsel would be mandated under K.S.A. 75-6108 and K.S.A. 75-6109.

~~Section 15.2. Off Duty Activities~~ Section 15.2 Off Duty Activities

Based on the individual merits of the case, including consideration of existing case law and the recommendation of the Chief of Police, the City will, unless otherwise indicated by these factors, extend all rights, benefits, and protection to officers engaged in authorized police activities.

~~Section 15.3. Evaluation System Discussion~~ Section 15.3 Evaluation System Discussion

The City and the LPOA agree to work cooperatively to improve the existing performance evaluation system. ~~to add and/or strengthen criteria for performance elements, address the overlapping percentages associated with ratings., and discuss implementation details no later than June 1, 2009 for implementation beginning January 1, 2010.~~

ARTICLE 16: SAVINGS CLAUSE

If any article or subsection of this agreement should be found by a legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other articles and sections of this agreement shall remain in full force and effect during the duration of this agreement.

In the event of invalidation of any article or section, both the City and the LPOA agree to meet within 30 days of such determination for the purpose of arriving at a mutually satisfactory replacement of such article or section. However, if parties are unable to agree on replacement language within 30 days of the initial meeting for this purpose, the matter shall be postponed until the next scheduled negotiation session.

ARTICLE 17: ADOPTION

The signatures appearing on the cover page of this MEMORANDUM OF UNDERSTANDING are the official representatives of the respective organizations and are intended to bind the organizations to the terms laid out in this document.

LAWRENCE, KANSAS POLICE DEPARTMENT COMPENSATION PROGRAM FOR SWORN PERSONNEL

The Lawrence, Kansas Police Department Compensation Program consists of several components:

- **Base Pay**, which includes, within ranges, annual merit pay opportunities and competency opportunities, as recommended by the Chief of Police ~~Police Chief~~ and approved by the City Manager
- **Overtime** (when applicable)+
- **Add Pay**, as applied to the Field Training Officer program
- **Benefits**, as described in the City's *Employee Handbook* and the relevant Memorandum of Understanding.

This document serves to outline the various components of the Program. The Program consists of a pay grade for each position of Police Officer, Detective, Sergeant, and ~~Captain~~ Lieutenant. Following are the details of the administration of the Compensation Program for each of these four positions.

+The ~~Department's~~ department's compensatory time procedures are described in attachment A and can be utilized in lieu of overtime subject to staffing issues and supervisory approval.

I. POLICE OFFICER

The pay grade for Police Officer is divided into equal increments or "steps" with each step representing an increase of approximately 2.5%. The Police Officer pay grade is twenty-two (22) steps and is represented in attachment C.

These twenty-two (22) steps represent Base Pay with merit and competency opportunities. Advancement through the Police Officer pay grade can be accomplished utilizing both of the following opportunities: merit increases achieved by performing at an overall "meets expectations" or above level on annual performance evaluations and attaining specific competencies. These competencies are described in greater detail later in this document (see attachment B).

Base Pay for a newly hired ~~police officer~~ Police Officer typically starts at Step 1 of the pay grade shown above.

Merit opportunities are available to an ~~officer~~ Officer at the time of the Annual Performance Review. Merit pay increases can be obtained by receiving an

overall "meets expectations" or above rating and the recommendation of the ~~Chief of Police~~ Police Chief (as per the *City Employee Handbook*, Section II.G.).

Using the information contained in the chart below, an officer moving meritoriously through the pay plan without taking advantage of any of the competency opportunities (i.e. does not earn any of the aforementioned competencies), can typically expect to "top out" at step **sixteen (16)** on their eighth anniversary with the ~~Department~~ department, provided they are meeting performance expectations.

NOTE – the top pay for the Police Officer position is at step 16 if no competencies are earned.

| Milestone | Merit % increase | Step |
|-----------------------------|------------------|------|
| Hire Date | n/a | 1^ |
| 1 st Anniversary | 5% | 3* |
| 2 nd Anniversary | 5% | 5* |
| 3 rd Anniversary | 5% | 7** |
| 4 th Anniversary | 5% | 9* |
| 5 th Anniversary | 5% | 11** |
| 6 th Anniversary | 5% | 13 |
| 7 th Anniversary | 5% | 15 |
| 8 th Anniversary | 2.5% | 16 |

^assumes officer is hired in at step one (1) in the pay plan

*performance evaluation includes written test

**performance evaluation includes interview with Police Chief

Competency opportunities are available to ~~police officers~~ Police Officers to provide additional incentive to achieve specific competencies, as identified herein, recommended by the ~~Chief of Police~~ Police Chief, and approved by the City Manager. These competencies are defined as requiring significant effort on the part of the employee to obtain/maintain and are of specific benefit to the ~~Department~~ department. Attachment B to this Program provides significant detail regarding the requirements for each competency.

An officer is eligible to participate in this component after successfully completing two (2) years of employment with the ~~Department~~ department. Typically, competencies can be achieved at the rate of one each year to a maximum of six (6), and are payable at the time of the performance evaluation if a new competency has been achieved since the last performance review. Each approved competency will add 2.5% competency pay for the officer. No more than three (3) of the six (6) can come from any one of the four (4) general areas outlined below **with the exception that an officer may obtain up to four (4) educational competencies.** The purpose of this component of the Compensation Program is to enhance the lifelong knowledge base of the ~~officer~~ Officer and in

turn the ~~Department~~ department, thus providing enhanced service quality to the citizens of Lawrence.

The list of potential competencies that are available to ~~officers~~ Officers can be grouped into four general areas, as defined below:

Perishable Competencies*

- Arson Investigator
- Emergency Medical Technician (EMT) Certification
- First Responder
- Intoxilizer Operator
- M-Squad
- Patrol Felony Investigator

*Police ~~officer~~ Officer must remain current and certified in order to be eligible to receive pay for these competencies. The loss of certification in a competency in this area will result in an equivalent loss (i.e. 2.5%) of pay. This reduction is not grievable under the City's grievance procedure.

Technical Competencies*

- Accident Investigator
- ~~Motor Vehicle Inspector~~
- Evidence Technician I
- Evidence Technician II
- Expert Witness
- Special Forensics Technician

*Police ~~officer~~ Officer must remain current and certified in order to be eligible to receive pay for these competencies. The loss of certification in a competency in this area will result in an equivalent loss (i.e. 2.5%) of pay. This reduction is not grievable under the City's grievance procedure.

Educational Competencies

- Completion of 60 hours college level course work
- Bachelor's degree from accredited college/university
- Master's degree
- Foreign Language I
- Foreign Language II
- Interview/Interrogation School and Homicide School
- Military Service

Special Assignments (upon selection by Police Chief)

- Armorer
- Computer Forensics
- Drug Enforcement Investigator
- Evidence Custodian
- Intoxilizer Mechanic

- Juvenile Investigator
- Range Master
- School Resource Officer
- Neighborhood Resources Officer
- Traffic Unit Officer
- Training Unit Officer
- Other Special Assignment as determined by Police Chief

The following table illustrates the "best case scenario" for a **police officer** Police Officer to advance through the Compensation Program with the combination of merit and competency opportunities. The actual rate of progress will be determined by the effort expended by the individual **officer** Officer to perform at an overall "meets expectations" or above and to achieve/maintain each of six competencies throughout their career with the **Department** department (as per the *City Employee Handbook*, Section II.G.).

| Milestone | % increase – merit | % increase - competency | Step |
|-----------------------------|--------------------|-------------------------|------|
| Hire date | n/a | n/a | 1 |
| 1 st anniversary | 5% | n/a | 3 |
| 2 nd anniversary | 5% | 2.5% | 6 |
| 3 rd anniversary | 5% | 2.5% | 9 |
| 4 th anniversary | 5% | 2.5% | 12 |
| 5 th anniversary | 5% | 2.5% | 15 |
| 6 th anniversary | 5% | 2.5% | 18 |
| 7 th anniversary | 5% | 2.5% | 21 |
| 8 th anniversary | 2.5% | n/a | 22 |

Overtime. The Police Officer position is a non-exempt position which means that it is not exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). Base pay is determined on an hourly basis and officers will be paid overtime (1.5 times the regular rate of pay) or are eligible for compensatory time off in lieu of overtime pay, for working over **eighty (80)** hours in the designated **fourteen (14)** day work period or consistent with the **2010 2004** Lawrence Police Officer's Association (LPOA) Memorandum of Understanding (MOU), for time worked in excess of the normal daily scheduled shift. The **Chief of Police** Police Chief or designee will assign available overtime on an as needed basis and will attempt to distribute overtime throughout the workforce, when possible, keeping skills needed and officer availability in mind. Consistent with overall City compensation objectives, the objective for overtime pay is that average ~~Police Officer~~ **officer** overtime pay earned should not exceed 10% of the ~~Police Officer's~~ **officer's** earnings in any given year.

Add Pay is associated with the Field Training Office (FTO) program which is a program essential to the ongoing training efforts by the **Department** department

to provide a mechanism to move newly hired candidates (recruits) through a rigorous process with the goal of producing well-trained ~~Police Officers~~ **police officers** for assimilation into the ranks. In order to provide this program at a level that is necessary and provide adequate additional pay for the additional duties and responsibilities assigned to selected senior ~~Police Officers~~ **police officers**, this Add Pay element is provided as part of the ~~Department's~~ **Department's** Compensation Plan.

The Field Training Officer is a ~~Police Officer~~ **police officer** selected through a competitive selection process which can include endorsement by patrol supervisors, an interview board, endorsement of the training unit supervisors, and an interview with the Chief of Police. The assignment typically lasts a minimum of twelve (12) weeks, but can be extended depending upon the progress of the recruit assigned and the recommendation of the Chief of Police.

The FTO must complete a familiarization course of the FTO program prior to assignment to a recruit. The FTO spends time demonstrating, observing, correcting and evaluating the assigned recruit's behavior against the department's standards. The FTO is responsible for daily, weekly, and final reports on the recruit's progress through the program.

A one time payment, as recommended by the ~~Police Chief~~ **Chief of Police** and approved by the City Manager, is to be paid upon the satisfactory completion of the FTO task. The one time payment, which shall be adjusted annually, will be calculated as follows:

- o Step 22 of the Police Officer pay range X 1.5 overtime rate
X 10% x 40 hours x 12 weeks

The retention or elimination of the recruit is generally not a factor in the evaluation of FTO performance. The FTO is judged and evaluated based on providing service consistent with the established FTO program.

II. DETECTIVE

The pay grade for Detective is divided into equal increments or "steps" with each step representing an increase of approximately 2.5%. The Detective pay grade is seventeen **(17)** steps and is represented in attachment C.

These seventeen **(17)** steps represent the Base Pay opportunity for Detectives. Advancement through the Detective pay grade can be accomplished utilizing merit increase opportunities achieved by performing at an overall "meets expectations" or above on annual performance evaluations and with the recommendation of the ~~Police Chief~~ **Chief of Police** (as per the City *Employee Handbook*, Section II.G.).

Base Pay for a newly promoted ~~detective~~ Detective starts at a step that is dependent upon the individual promotion opportunity. Typically, a promotional increase of 2.5% but not less than to the first step of the pay range for a ~~police officer~~ Police Officer promoted to the Detective position will be given at the time of promotion. The first opportunity to participate in a merit increase opportunity will occur at the six month anniversary of the promotion date. Merit opportunities will continue annually thereafter until the ~~detective~~ Detective either reaches the top of the pay grade or is promoted to another position in the ~~Department~~ department.

Overtime. The Detective position is a non-exempt position which means that it is not exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). Base pay is determined on an hourly basis and ~~detectives~~ officers will be paid overtime (1.5 times the regular rate of pay) or are eligible for compensatory time off in lieu of overtime pay, for working over ~~eighty~~ (80) hours in the designated ~~fourteen~~ (14) day work period or consistent with the ~~2010~~ 2004 LPOA MOU for time worked in excess of the normal daily scheduled shift. The ~~Chief of Police~~ Police Chief or designee will assign available overtime on an as needed basis and will attempt to distribute overtime throughout the workforce, when possible, keeping skills needed and officer availability in mind. Consistent with overall City compensation objectives, the objective for overtime pay is that average ~~detective~~ Detective overtime pay earned should not exceed 10% of the ~~detective's~~ Detective's earnings in any given year.

Note – Detectives are not eligible for the Police Officer Competency element.

III. SERGEANT

The pay grade for Sergeant is divided into equal increments or "steps" with each step representing an increase of approximately 2.5%. The Sergeant pay grade is seventeen (17) steps and is represented in attachment C.

These seventeen (17) steps represent the Base Pay opportunity for ~~sergeants~~ Sergeants. Advancement through the Sergeant pay grade can be accomplished utilizing merit increase opportunities achieved by performing at an overall "meets expectations" or above on annual performance evaluations and with the recommendation of the ~~Chief of Police~~ Police Chief (as per the City *Employee Handbook*, Section II.G.).

Base Pay for a newly promoted ~~sergeant~~ Sergeant starts at a step that is dependent upon the individual promotion opportunity. Typically, a promotional increase of 2.5% but not less than to the first step of the pay range for an

employee promoted to the Sergeant position will be given at the time of promotion. The first opportunity to participate in a merit increase opportunity will occur at the six month anniversary of the promotion date. Merit opportunities will continue annually thereafter until the ~~sergeant~~ Sergeant either reaches the top of the pay grade or is promoted to another position in the ~~Department~~ department.

Overtime. The Sergeant position is an exempt position which means that it is exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). This position is paid on a salaried basis and is not eligible for overtime.

Note – Sergeants are not eligible for the Police Officer Competency element.

IV. LIEUTENANT CAPTAIN

The pay grade for ~~Captain~~ Lieutenant is divided into equal increments or "steps" with each step representing an increase of approximately 2.5%. The ~~Captain~~ Lieutenant pay grade is seventeen (17) steps and is represented in attachment C.

These seventeen (17) steps represent the Base Pay opportunity for ~~captains~~ Lieutenants. Advancement through the ~~Captain~~ Lieutenant pay grade can be accomplished utilizing merit increase opportunities achieved by performing at an overall "meets expectations" or above on annual performance evaluations and with the recommendation of the ~~Chief of Police~~ Police Chief (as per the City *Employee Handbook*, Section II.G.).

Base Pay for a newly promoted ~~captain~~ Lieutenant starts at a step that is dependent upon the individual promotion opportunity. Typically, a promotional increase of 2.5% but not less than to the first step of the pay range for an employee promoted to the ~~Captain~~ Lieutenant position will be given at the time of promotion. The first opportunity to participate in a merit increase opportunity will occur at the six month anniversary of the promotion date. Merit opportunities will continue annually thereafter until the ~~captain~~ Lieutenant either reaches the top of the pay grade or is promoted to another position in the ~~Department~~ department.

Overtime. The ~~Captain~~ Lieutenant position is an exempt position which means that it is exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). This position is paid on a salaried basis and is not eligible for overtime.

Note – Lieutenants Captains are not eligible for the Police Officer Competency element.

Attachments:

Attachment A – Compensatory Time Procedures
Police Officer and Detective Job Classifications

Attachment B – Requirements for Competencies
Police Officer Job Classification

Attachment C – Pay Grades for Sworn Personnel

Attachment A

Compensatory Time Procedures Police Officer and Detective Job Classifications

The following narrative describes the Lawrence Police Department's (LKPD) compensatory time procedures for the positions of Police Officer and Detective. These procedures are utilized in certain situations in lieu of overtime, subject to staffing issues and supervisory approval. The procedures listed here are reflective of language provided in both the current Memorandum of Understanding and the *LKPD Polices and Procedures*.

- Time worked in excess of the normal daily scheduled shift duration shall be paid at time and one half. With any accumulation of overtime in excess of one shift during a work period, the Chief of Police will have the option to alter the work schedule (not work cycle) with reasonable notice.
- Any time worked in excess of twelve (12) hours in any one day shall be paid ~~or compensated*~~ at double time.
**to mirror historical MOU language*
- Overtime may be taken as compensatory time (time off) at a rate of one and one-half hours for each hour of overtime worked. An Officer/Detective may not accrue more than sixty (60) hours of compensatory time or forty (40) hours of overtime. An Officer/Detective who has accrued sixty (60) hours of compensatory time shall, for additional overtime hours of work, be paid at the overtime rate of compensation.
- Compensatory time may be carried over from year to year.
- An Officer/Detective who has accrued compensatory time shall, upon termination, be paid for the unused time off at a rate not less than the final rate received by the Officer/Detective.
- Unless otherwise approved, compensatory time shall be taken in eight (8) hour increments.
- An Officer/Detective may elect to receive payment for accumulated compensatory time. Officers/Detectives may not receive payment for more than twenty (20) hours of **accumulated compensatory time** ~~overtime~~ in any one pay period. The decision to receive payment for overtime must be made by October 1st each year.
- Compensatory time is subject to all applicable law and regulations (state and federal).

Attachment B

Requirements for Competencies Police Officer Job Classification

The following narratives define the specific competency component and describe the requirements that must be met and/or maintained in order to receive each competency.

Perishable Competencies

- Arson Investigator - Officer must successfully complete all required training and re-certification.
- Emergency Medical Technician (EMT) - Current State of Kansas certification as an Emergency Medical Technician or higher emergency medical certification.
- First Responder - Current State of Kansas certification as a First Responder. An ~~Officer~~ **officer** who is a Kansas Certified EMT may also receive this competency.
- Intoxilizer Operator - Officers must be certified by the State of Kansas as an Intoximeter operator. Intoximeter operators will be required to document at least 12 tests per year. The **Chief of Police** ~~Police Chief~~ may waive the 12 tests per year requirement if the officer is consistently assigned to a duty assignment that makes the completion of this requirement impractical.
- M-Squad - Officer must successfully complete all required training and re-certification, and attend at least 80 percent of the ten annual meetings.
- Patrol Shift Investigator - An officer must demonstrate the ability to conduct thorough, complex, long term (more than a single shift or day) investigations in both misdemeanor and felony cases. Officers must be able to document advanced investigative techniques used in 12 misdemeanor and felony cases during the previous year. Advanced investigation includes: search warrants, neighborhood canvases, recorded suspect telephone conversations, advanced fingerprinting, exhaustive interviewing techniques, multiple witness interviews, crime scene processing, evidence collection and preservation, crime scene photographs, diagrams and other techniques leading to a successful conclusion. The officer should receive recognition and endorsement by three shift supervisors for whom the employee has worked in the preceding year and identified by the supervisor as a "go to" employee.

Twelve cases will be submitted annually for evaluation to maintain this competency.

Technical Competencies

- Accident Investigator - An Officer must have received training in ~~Department~~ department approved advanced collision investigation and collision reconstruction course. This course work must cover Momentum, Delta-V, Vector Analysis and Time and Distance Equations. Officers must receive eight hours of annual re-certification in accident investigation from ~~Department~~ department instructors. Officers must have received training in a ~~Department~~ department approved basic death investigation school. Accident investigators will be available for call out to fatality traffic accidents.
- Motor Vehicle Inspector - The officer must be certified by the Federal Motor Carrier Safety Administration, which is administered by the Kansas Highway Patrol and comply with the City of Lawrence Ordinance 17-1003 (A). The officer must maintain their vehicle inspector certification while receiving this competency. The officer must complete at least thirty-two (32) inspections in a twelve (12) month period and attend the required annual recertification training. This competency can only be received while the officer is assigned to the Department's Traffic Unit and/or at the discretion of the Chief of Police.
- Evidence Technician I - Officer must be trained in and utilize at least two different advanced evidence processing methods. Eligible ~~Officers~~ officers must document the use of advanced processing methods in at least 12 separate criminal investigations annually. Advanced processing methods include but are not limited to the use of cyanoacrylate ester fuming, ninhydrin, iodine, and chemical dye staining.
- Evidence Technician II - Officer must meet the qualifications for Evidence Technician I and document attendance of at least 40 hours of continuing education in the area of crime scene processing/evidence collection. Training can include but is not limited to classes covering photography, fingerprints, shoe/tire marks, hair and fiber, DNA, rape and arson. Eligible ~~Officers~~ officers must be available to conduct thorough crime scene investigations in any district during their normal shift assignment as assigned by the shift supervisor. Thorough crime scene investigations typically include documentation through photography, processing for latent prints, diagrams, collection of any and all evidence located, and the completion of all necessary lab requests.
- Expert Witness - An ~~Officer~~ officer must meet the qualifications for Special Forensic Technician and be accepted in district court and/or federal court as

an expert witness in their field of science. Once an Officer officer is found to be an expert by a court of law, the Officer officer is eligible for this competency. To be accepted in court as an expert witness, the prosecutor must offer the Officer's officer's testimony as an expert based on the Officer's officer's training and experience and the judge must rule that the Officer officer is allowed to testify as to the Officer's officer's opinion.

- Special Forensics Technician - An Officer officer must meet the qualifications for Evidence Technician I, II and document attendance of at least 40 hours of continuing education in a specific field of criminal forensics. An Officer officer must have submitted to the Chief of Police Police Chief an approved proposal related to the chosen field of forensics, or had an article related to forensics published, or made a presentation on forensics to a recognized Law Enforcement group. A Law Enforcement Group would include the Lawrence Police Department's in-service training, the recruit academy, and any professional Forensic Law Enforcement organization. Maintenance of this competency would require at least 4 hours of training every year in the chosen area of forensics, or working toward a certification in their area of forensics.

Listed below are examples of Criminal Forensic Fields that could be considered for the Special Forensics Technician competency (this is not an exhaustive list):

- Photography
- Digital Imaging (still images and/or video)
- Polygraph Examiner
- Voice Stress Analysis
- Drugs - Certified Examiner/Drug Recognition Expert
- Accounting (Forensic)
- Forensic Psychology (Behavioral Sciences)
- Impression evidence - fingerprints/shoe prints/tire tracks
- Firearms - ballistics/trajectory/shooting distance/bullet path/sequence of shots

Educational Competencies

- Completion of 60 hours college level course work or Associates Degree - Associates degree or 60 hours from an accredited college or university.
- Bachelor's degree - Bachelor's degree from an accredited college or university.
- Master's degree - Master's degree from an accredited college or university.

- Foreign Language I - The ~~Officer~~ officer must have working knowledge of a necessary* foreign language. This knowledge may be obtained through life experience or education. The ~~Officer~~ officer must be able to communicate at a level where they can conduct the following duties, but not limited to: car stops, field interrogations, arrest/booking information and witness/victim interviews. Officers may be required to pass a verbal test to be administrated by the Chief of Police or his designee.
*The Chief of Police will determine which languages will be defined as necessary.
- Foreign Language II - The ~~Officer~~ officer must be fluent in speaking, reading, and writing in a necessary* foreign language and be able to be certified in that same necessary foreign language in State and/or Federal Court. The ~~Officer~~ officer may also be required to pass a Foreign Service Language test to qualify for this competency.
*The Chief of Police will determine which languages will be defined as necessary.
- Interview/Interrogation School and Homicide School - Successful completion of Department approved schools in the area of interviewing and interrogation techniques and homicide investigations.
- Military Service - Prior military service in the United States Armed Forces (Army, Air Force, Coast Guard, Marines or Navy). This service will be verified by presenting a certified copy of the members DD-214 that indicates the ~~member~~ officer was separated under honorable conditions and completed their tour of duty. If a ~~member~~ an officer is currently serving in the Military Reserves or National Guard they may also apply. In these cases, the ~~member~~ officer should have already completed their initial enlistment or obligation. A letter from the ~~employee's~~ officer's military Commanding Officer should be submitted as verification. Additional information and documentation may be requested to verify honorable service, at the discretion of the Chief of Police.

Special Assignment Competencies

Special Assignment competencies are available to ~~Officers~~ officers upon selection by the Police Chief. Letters of interest may be submitted by the ~~Officer~~ officer to the Police Chief indicating interest level, qualifications, experience, etc. Assignments are temporary and at the discretion of the ~~Chief of Police~~ Police Chief. Assignments are typically 18 months to 2 years in duration, with potential of further extensions, depending upon the needs of the Department and the approval of the ~~Chief of Police~~ Police Chief.

- Armorer - The ~~Police Officer~~ officer who obtains the Armorer competency is recognized by the ~~Chief of Police~~ Police Chief as an ~~Officer~~ officer who is

qualified and factory certified to service firearms used by the ~~Department~~ department. The ~~Department~~ department will pay for the ~~Officer's~~ officer's certification or re-certification as required by the firearms manufacturer. An Armorer will perform duties assigned by the ~~Department~~ department including routine and detailed inspections of firearms, repairs of firearms, and preventative maintenance of firearms. Armorers assigned to such duties will be supervised by the ~~Sergeant~~ sergeant in charge of the range. Note – a limited number of Armorer competencies will be recognized by the ~~Chief of Police~~ Police Chief, based on the needs of the ~~Department~~ department. An ~~officer~~ Officer who is not recognized as a ~~Department~~ department Armorer may independently attain an armorer's certification. Re-certification costs will be the responsibility of the ~~officer~~ Officer unless recognized as a ~~Department~~ department Armorer by the ~~Chief of Police~~ Police Chief.

- Computer Forensics - The ~~Officer~~ officer must document the completion of at least 40 hours of training in computer forensics and be able to demonstrate the following:
 - Ability to disassemble and assemble a computer from the component parts.
 - Ability to seize a computer without altering the data therein.
 - A basic understanding of network/internet traffic (TCP/IP).

Successful completion of continuing education opportunities is also a requirement.

- Drug Enforcement Investigator - The Drug Enforcement Unit Investigator competency places the ~~officer~~ Officer in a very proactive position in which the ~~officer~~ Officer has latitude in determining his/her daily activities and work hours. The ~~officer~~ Officer is primarily tasked with the investigation of violations of the Uniform Controlled Substance Act. The successful DEU Investigator will need to demonstrate strong information gathering skills. This includes development of informants through suspect interviews, citizen contacts, and interaction with other law enforcement officers and agencies. The competency requires extensive documentation of information gathered and responsibility for case progression, from initiation to successful prosecution. The DEU Investigator will represent the LPD through interaction with the district and federal court systems as well as with other law enforcement agencies. Successful completion of continuing education opportunities is also a requirement.
- Evidence Custodian - This ~~officer~~ Officer (only one ~~officer~~ Officer will be selected for this competency) is assigned to the Evidence Division as the Evidence Custodian. The ~~officer~~ Officer is responsible for all evidence

maintained by the LPD and approved agencies in Douglas County. The ~~officer~~ Officer is responsible for maintaining and proficiently using a specifically designed computer software system (B.E.A.S.T.) unique to the Evidence Division. The ~~officer~~ Officer is subject to call back after hours to assist with the entry of larger cases. The ~~officer~~ Officer is required to testify as to chain of custody in court proceedings involving evidence. The officer is responsible for the proper destruction and/or release of any evidence pursuant to state law or court rulings. In order to be considered for this competency, a recommendation must be obtained from the ~~sergeant~~ Sergeant or ~~captain~~ Captain of the Information Services Division.

- Intoxilizer Mechanic - Mechanics must be certified in maintenance by the manufacturer of the Intoximeter currently used by the Lawrence Police Department. Mechanics will perform routine maintenance as required by the manufacturer.
- Juvenile Investigator - A Juvenile Investigator is an ~~officer~~ Officer assigned to the Investigations Division for the purpose of investigating child abuse (physical, sexual, mental, or neglect). The ~~officer~~ Officer must demonstrate the following traits to be selected as a Juvenile Investigator:
 - above average work ethic
 - self-motivation
 - strong interviewing skills
 - superior writing skills
 - ability to work well with others

The ~~officer~~ Officer must be able to complete and apply specialized training in interviewing children, laws applying to child abuse, and interviewing child abuse suspects. The Juvenile Investigator must work closely with members of other divisions within the Police Department as well as the Douglas County District Attorney's Office, school officials, members of the Social and Rehabilitative Service Department (SRS) and other social service agencies. While assigned to the Investigations Division, the ~~officer~~ Officer must carry and respond to a pager, agree to be on call, and assist in other investigations as assigned. Successful completion of continuing education opportunities is also a requirement.

- Range Master - Officers selected to receive this competency will have attended an approved firearms instructor school and be required to have an approved firearms instructor certification. Range Masters will participate as assigned in the instruction of recruits, ~~officers~~ Officers during in-service training, and during Citizen Academies. Range Masters are responsible for

insuring safe and proper conduct on the firing range. Range Masters are responsible for reporting to the supervisor assigned to oversee this program.

- School Resource Officer - The School Resource Officer (SRO) will provide a variety of educational opportunities to the school community. The SRO will provide informal information and advice to students, parents, and administrators and provide a positive law enforcement presence in the school community. To attain this competency, an **officer** Officer must receive the endorsement of their current supervisor, successfully complete the interview board, and demonstrate a desire to serve as an SRO.

General Description of SRO Duties:

- The SRO will be required to develop lesson plans relevant to law enforcement, crime prevention, alcohol and drug education to be presented to students, faculty, parents, and public groups.
- The SRO will demonstrate ingenuity in proposing new programs, lesson plans, and updating presentations.
- The SRO will advise students on responsibilities and procedures concerning criminal matters or related concerns.
- The SRO will investigate criminal offenses, traffic accidents, and other concerns involving their assigned schools, relating to law enforcement.
- The SRO will be proactive concerning issues of safety, security, and criminal activity in their school environment.
- The SRO will attend related off-campus activities involving students as assigned by the Unit Sergeant.
- The SRO will spend at least 75% other their time in and around schools when in session.

The SRO will build a positive rapport with the students and administration of their assigned schools.

- Traffic Unit Officer - The **officer** Officer must maintain as a minimum, the requirements for the Accident Investigator competency. Traffic Unit Officers will conduct selective traffic enforcement, work with civic groups and local schools to promote safe driving and child/passenger restraint safety. At the direction of the unit supervisor, the Traffic Unit Officers will conduct random sobriety checkpoints and saturation patrols. Traffic Unit Officers will work all fatality, life threatening injuries, and City vehicle accidents. Traffic Unit Officers will be responsible for the maintenance and the notification for repair of all equipment assigned to them.
- Training Unit Officer - The Training Unit Officer will assist in the coordination of mini-academies by proposing topics, assisting in arranging for instructors,

providing logistical support, and assisting in recordkeeping. The Training Unit Officer will assist in the coordination of the Recruit Training Academy by assisting in arranging for instructors, preparing lesson plans and training objectives, presenting classroom instruction, providing logistical support, and assisting in recordkeeping. The Training Unit Officer shall have a command of the State-mandated training curriculum. The Training Unit Officer will assist in the coordination of the field training process and conduct background investigations of recruit candidates. The Training Unit Officer will assist in the coordination of the Citizens' Academy by proposing topics for inclusion, assisting in arranging for instructors, preparing lesson plans, presenting classroom instruction, and providing logistical support. The Training Unit Officer will adopt an area of instruction within the Recruit or Mini-Academy areas, obtain training or research to become a qualified instructor, and hone teaching and presentation skills to facilitate instruction. Other duties that may be assigned to the Training Unit Officer are the coordination of the ride-along program, and assistance to outside agencies in training issues. To attain this competency, an officer must receive the endorsement of their current supervisor, successfully complete the interview board, and demonstrate a desire to serve as a Training Unit Officer.

- Neighborhood Resource Officer – The Neighborhood Resource Officer (NRO) will be responsible for developing positive rapport with the citizens of Lawrence during a wide variety of public relations efforts regarding crime prevention, public education, and the coordination of City services. The NRO will respond to requests for public speaking engagements and provide information and advice to citizens and neighborhood groups. To obtain this competency an officer must receive the endorsement of their current supervisor, complete the interview board and be assigned as an NRO.

General Duties of an NRO:

- Data collection and follow-up investigations in regards to nuisance calls, noise complaints and other related City offences.
- Maintenance of a database tracking convictions for violations and notification of tenants and property owners regarding the nuisance ordinance.
- Maintenance and tracking of graffiti reports and the forwarding of information to ensure removal of the graffiti.
- Conduction of security surveys for homes and businesses utilizing Crime Prevention through Environmental Design (CPTED) concepts.
- Implementation and maintenance of Neighborhood Watch programs in the City.

- Service as a liaison to the Planning and Development Services Department, City Manager's Office, other City Departments, and various community groups and neighborhood associations.
- Other Special Assignment as determined by the Chief of Police ~~Police Chief~~ - qualifications and duties associated with this competency will be determined by the ~~Chief of Police~~ ~~Police Chief~~.