

July 23, 2009

LPOA's Proposed Language in regards to Impasse Issues

Item 1: Wellness

Section 6.9. Wellness Days

After an officer has accumulated 240 hours of sick leave (6 weeks), he or she may receive one wellness day for each 13 pay periods in which no sick leave is used. A maximum of four (4) wellness days can be accrued and carried over year to year.

Item 2: Competencies

Officers will be allowed earn four (4) competencies in the Educational Category, no more than three (3) competencies in the remaining categories. An Officer can not achieve more than six (6) competencies.

Item 3: Longevity

Section 3.3. Longevity

Longevity payments are at the discretion of 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 \$4.00 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.

Items 4: Compensation

***It should be noted:** The LPOA recognizes that both local and national economies have experienced and may continue to experience economic declines, which may affect the budget of the City of Lawrence. The LPOA's General Wage and Range Adjustment (GWA) includes a reopening clause in regards to the 2011 GWA. This reopening clause may be triggered by a simple majority vote of the City Commission. (See below for details.)*

Section 3.2 General Wage and Range Adjustment (GWA)

(A) It is acknowledged that the attached Compensation Program includes a general wage increase (GWA) of (a percentage mix to be determined by the City Commission see below) percent effective with the first full pay period in 2010.

(B) It is acknowledged that the attached Compensation Program includes a general wage increase (GWA) of (a percentage mix to be determined by the City Commission see below) percent effective with the first full pay period in 2011.

The City Commission will decide the percentage increase mix of the general wage increase (GWA) for 2010 and 2011 of four (4) percent over two (2) years, prior to and as part of, the adoption of this MOU, taking into all relevant factors.

Subsection (B): 2011 General Wage Adjustment of Section 3.2 is subject to the following reopening clause:

On or about April 20, 2010, as an agenda item at a regularly scheduled City Commission meeting the City Commission can reopen the General Wage Adjustment (GWA) for 2011 with a simple majority vote to do so. The City and the LPOA would then begin negotiations in regards to this one issue following the rules set forth under Resolution #6817. If the City Commission does not exercise its right to this reopening clause by May 1, 2010, this clause will expire on May 1, 2010.

Item 5: Length of Memorandum of Understanding

This Memorandum of Understanding takes effect January 1, 2010 and expires December 31, 2011.

Sincerely,

/e/ Mike McAtee
LPOA Chairman
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