

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

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

Mike McAtee
LPOA, Lawrence, Kansas

ATTEST:

~~Frank Reeb~~ **Jonathan Douglas**
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**.

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***

~~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.~~

***IMPASS ITEM**

(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.

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

***IMPASSE ITEM**

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.

Section 3.4. Overtime and Compensatory Time

Some changes and highlighted areas were 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 but highlighted areas were re-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	Labor Day
Independence Day	Memorial Day
Martin Luther King Day	President's Day
New Year's Day	Day after Thanksgiving
Thanksgiving Day	

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***

~~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.~~

***IMPASSE ITEM**

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.

~~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 of highlighted areas:

- 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 of highlighted areas:

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 of highlighted areas:

1. Shot with a lethal weapon.
2. ~~Stabbed/cut~~ Stabbed or cut with a knife, edged weapons ~~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 of highlighted areas:

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, highlighted areas were 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.