# **MEMORANDUM OF UNDERSTANDING**

# **BETWEEN THE**

# **CITY OF LAWRENCE, KANSAS**

#### AND THE

# LAWRENCE POLICE OFFICERS ASSOCIATION (LPOA)

January 1, 2016, through December 31, 2018

Jeremy Farmer, Mayor City of Lawrence, Kansas	Mike McAtee LPOA, Lawrence, Kansas	
ATTEST:		
Diane Bucia		

#### **PREAMBLE**

Pursuant to Resolution 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, 2016, and expires December 31, 2018. However, the agreement is subject to a reopener provision regarding General Wage Adjustment for 2018, as specified in Section 3.2.

The City and the LPOA have a desire to have future City Commission Member(s) present during negotiation sessions.

#### 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 6817.

# **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 regarding any questions or problems and to give 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.

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

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

#### MANAGEMENT AND EMPLOYEE RIGHTS UNDER RESOLUTION 6817

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

#### **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:

- 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

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 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. 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, 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 City Clerk.

#### Section 1.5 Dues Deduction

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

#### Section 1.6 LPOA Business

Subject to staffing requirements, the Chief of Police will continue to work with LPOA representatives to determine if 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 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: 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. 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

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

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

The LPOA agrees to comply with all Department rules and regulations. The City agrees that Department rules and regulations affecting working conditions, hours, and privileges shall be subject to the grievance procedure. Department rules and regulations, and the City Employee Handbook shall be a formal part of this agreement for the term of this agreement.

Before the implementation of new Department rules and regulations, or changes in rules and regulations affecting hours of employment, working conditions, or privileges, the Chief of Police and the LPOA may meet to discuss the merits of the proposed changes in accordance with City Resolution 6817. If changes in 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

During the term of this MOU, the compensation plan for Police Officer and Detective will follow and be fully funded according to the City's Police Pay Plan as per the attached Lawrence, Kansas Police Department Compensation Program for Officers and Detectives.

#### Section 3.2 Wage Adjustment

Background: The City and the LPOA agree that the primary markets for comparison of wages for the City of Lawrence will be the cities of: Topeka, Unified Government of Wyandotte County/Kansas City, Kansas, Overland Park, Shawnee, Olathe, and Lenexa.

2016 Wages. Effective January 1<sup>st</sup>, 2016, all Officers who have reached their 8<sup>th</sup> anniversary with the department by that date will automatically move up one merit step in the compensation program on the first full pay date in 2016. A new step, Step 23, will be added to the compensation program. Officers who have not reached their 8<sup>th</sup> anniversary by January 1<sup>st</sup>, 2016, will receive a five percent (5%) two step merit increase on their 8<sup>th</sup> anniversary, instead of the 2.5% merit increase that was in place prior to January 1<sup>st</sup>, 2016. This change shall not apply to or be paid to pay grade 302, Detective.

2017 Wages. It is acknowledged that the attached compensation program includes a general wage adjustment of two percent (2%) effective with the first full pay date of 2017, for pay grade 301, Police Officer. This change shall not apply to pay grade 302, Detective.

2018 Wages. It is acknowledged that the attached compensation program includes a general wage adjustment of one and three fourths percent (1.75%) effective with the first full pay date of 2018 for pay grade 301, Police Officer. It is acknowledged that the attached compensation program includes a general wage adjustment of one percent (1.0%) effective with the first full pay date of 2018 for pay grade 302, Detective. The parties agree that either the City or the LPOA could reopen discussions regarding the 2018 general wage adjustment by notifying, in writing, the other party of that intention no later than April 1st, 2017. In the event the discussions are reopened, the City and the LPOA will meet to discuss a general wage adjustment for 2018 wages, in accordance with Resolution 6817 commencing on or around April 20, 2017. The parties further agree that this will be the only item open for discussion at that time. If section 3.2 is not re-opened, the one and three fourths percent (1.75%) general wage adjustment for pay grade 301, Officer, and one percent (1%) general wage adjustment for pay grade 302, Detective, for 2018 shall remain effective.

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

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 term of the MOU, longevity pay will be budgeted at a rate of \$4 per month of service.

The parties agree to discuss the issue of longevity pay as an agenda item at a meeting of the City Commission in November of each year during the term of this MOU. At such time, the City Commission, at its sole discretion, shall determine the actual rate of longevity pay for that year, 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

- a) Time worked in excess of the normal daily scheduled shift 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

- 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

Any 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 and fourth shifts (late swing and midnight shift). A shift differential of 25 cents an hour will be paid to officers who work the second shift (early swing shift).

#### **ARTICLE 4: VACATIONS**

#### 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.

#### **ARTICLE 5: 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

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

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

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 shift staffing and training schedules.

#### 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

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. Requests for Emergency Leave should be made to the officer's supervisor and are subject to approval by the Chief of Police.

#### Section 6.4 Sick Leave: General Use Provisions

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 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 term, in which case the employee may inform the supervisor of the projected date of return. If 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 term.

Six 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

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."

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

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

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

#### Section 6.8 Maximum Physical Fitness Standard

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.

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\*

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 can be accrued and carried over year to year.

#### 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

<u>Health/Dental and Prescription Plan</u>. 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.

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

<u>Insurance Carrier</u>. 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.

<u>Retiree Health Insurance</u>. 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.

- a) Life insurance for 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 employees FAS. The maximum total benefit is 75 percent of the employee's FAS. In the event of a non-service connected death, the surviving spouse receives a 100 percent lump sum payment of the FAS, plus 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.
- 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) <u>Professional Insurance</u>. 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

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

#### <u>Injury</u>

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

- 1. The City will pay the difference between Worker's Compensation benefits and full salary after the seventh (7) calendar lost workday through the sixtieth (60) lost workday.
- 2. Injuries, in accordance with this article, of over five (5) continuous calendar days term 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. 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 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:

- 1. Shot with a lethal weapon.
- 2. Stabbed or cut with a knife, edged 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.
- 5. Injuries inflicted by an animal, suspect, prisoner, mob, or a mentally ill person.
- 6. While operating a Department vehicle with the emergency equipment in use, while in pursuit of a murderer, armed person or a violent subject.
- 7. While in the process of attempting to rescue a person.
- 8. Inhalation of poisonous chemicals or gases at hazardous material incidents, clandestine narcotics labs, industrial accidents, or similar situations.
- 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

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

The City agrees to pay reasonable expenses for inoculation, immunization, or treatment of officers' family members when it becomes necessary as a result of an officer's exposure to contagious diseases when the 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

The LPOA, City and the 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

Tuition and book reimbursement incentives will be provided to encourage an increase in the level of formal education of Department members. The maximum reimbursable amount will be calculated at 75 percent of the per credit hour cost for undergraduate or graduate programs at the University of Kansas 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 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 City will reimburse any LPOA member who achieves a 2.0 grade or greater under the following schedule:

- The City will reimburse 50 percent of the cost of tuition and books for nondegree 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. Any officer who receives book or tuition reimbursement is required to commit to two additional years of service with the 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.

#### 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 ensure a fair, equitable, and active training program with as much funding as is reasonably possible to provide for the continued growth and development of officers. In determining enrollment and attendance in professional schools, the Chief of Police shall consider an officer's job performance, evaluations, recommendation of the officer's Captain, and the benefit to the Department.

#### 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 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 of clothing worn on duty. The LPOA understands and acknowledges that dry cleaning is subject to IRS regulations.

#### 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 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 of uniforms, subject to IRS regulations.

#### Section 9.5 Equipment Allowance

The equipment allowance for uniform personnel shall be \$200.00 annually. This allowance will be paid as a lump sum payment in the first February check of each year.

#### Section 9.6 Property Damage Reimbursement

At the discretion of the Chief of Police, the City shall repair or replace an officer's personal property damaged or destroyed in the line of duty up to a maximum of \$350 per item. 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 to cover the cost of a Sig Sauer .40 caliber handgun shall be made by the City in 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

The City will continue to seek the input of an LPOA representative in the development, implementation, and/or modification of the Department policies, rules, regulations and orders. Such input will also continue to be considered by various Department committees such as the 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 will maintain a working committee known as Task Force to consider various non-monetary issues within the Department. To the extent possible, Task Force shall be composed of one representative chosen in a fair electoral process from each of the following groups: patrol shift one, patrol shift two, patrol shift three, patrol shift four, detectives, captains, sergeants, and the Community Services Division.

### **ARTICLE 11: SENIORITY**

#### Section 11.1 General

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

The normal work schedule for each officer shall be eighty (80) hours in a two calendar week period. All officers on patrol shifts 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 <u>Schedule Changes</u>

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 changes an officer's regular work schedule.

#### Section 12.3 Roll Call

Roll call and debriefing will be included in the shift.

# ARTICLE 13: OFFICE OF PROFESSIONAL ACCOUNTABILITY AND DISCIPLINARY PROCESS

#### Section 13.1 General

An officer will have the right to request that another Lawrence officer be allowed as a peer representative during any meeting with a supervisor or Office of Professional Accountability 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

The 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

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

#### 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

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

#### **ARTICLE 15: MISCELLANEOUS**

#### Section 15.1 <u>Legal Services</u>

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

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

The City and the LPOA agree to work cooperatively to improve the existing performance evaluation system.

#### **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 term 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 OFFICERS AND DETECTIVES PERSONNEL

The Lawrence, Kansas Police Department Compensation Program for Officers and Detectives consists of several components:

- Base Pay, which includes, within ranges, annual merit pay opportunities and competency opportunities, as recommended by the Chief of Police 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 and Detective. Following are the details of the administration of the Compensation Program for these positions.

+The 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-three (23) steps and is represented in attachment C.

These twenty-three (23) 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 typically starts at Step 1 of the pay grade shown above.

<u>Merit</u> opportunities are available to an 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 (as per the City *Employee Handbook*, Section II.F.).

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 seventeen (17) on their eighth anniversary with the Department, provided they are meeting performance expectations.

NOTE – the top pay for the Police Officer position is at step 17 if no competencies are earned.

Milestone	Merit % increase	Step
Hire Date	n/a	1^
1st Anniversary	5%	3*
2 <sup>nd</sup> Anniversary	5%	5*
3 <sup>rd</sup> Anniversary	5%	7**
4 <sup>th</sup> Anniversary	5%	9*
5 <sup>th</sup> Anniversary	5%	11**
6 <sup>th</sup> Anniversary	5%	13
7 <sup>th</sup> Anniversary	5%	15
8 <sup>th</sup> Anniversary	5%	17

<sup>^</sup>assumes officer is hired in at step one (1) in the pay plan

<u>Competency</u> opportunities are available to police officers to provide additional incentive to achieve specific competencies, as identified herein, recommended by the Chief of Police, 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. 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. 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 and in turn the Department, thus providing enhanced service quality to the citizens of Lawrence.

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

<sup>\*</sup>performance evaluation includes written test

<sup>\*\*</sup>performance evaluation includes interview with Police Chief

#### Perishable Competencies\*

- Emergency Medical Technician (EMT) Certification
- Emergency Medical Responder
- OUI Investigator
- M-Squad
- Patrol Shift Investigator

\*Police 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

\*Police 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
- Advanced Investigations Training
- Military Service

# Special Assignments (upon selection by Police Chief)

- Armorer
- Drug Enforcement Investigator
- Evidence Custodian
- Intoxilizer Mechanic
- Juvenile Investigator
- Rangemaster
- School Resource Officer
- Accident Investigation Unit Officer
- Training Unit Officer
- Other Special Assignment as determined by Police Chief
- Dive Team
- Patrol Service Dog (PSD) Handler
- Department Instructor
- Neighborhood Resource Officer

The following table illustrates the "best case scenario" for a 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 to perform at an overall "meets expectations" or above <u>and</u> to achieve/maintain each of six competencies throughout their career with the Department (as per the *City Employee Handbook*, Section II.F.).

Milestone	% increase – merit	% increase - competency	Step
Hire date	n/a	n/a	1
1 <sup>st</sup> anniversary	5%	n/a	3
2 <sup>nd</sup> anniversary	5%	2.5%	6
3 <sup>rd</sup> anniversary	5%	2.5%	9
4 <sup>th</sup> anniversary	5%	2.5%	12
5 <sup>th</sup> anniversary	5%	2.5%	15
6 <sup>th</sup> anniversary	5%	2.5%	18
7 <sup>th</sup> anniversary	5%	2.5%	21
8 <sup>th</sup> anniversary	5%	n/a	23

**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 2016 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 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 officer overtime pay earned should not exceed 10% of the 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 to provide a mechanism to move newly hired candidates (recruits) through a rigorous process with the goal of producing well-trained 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, this Add Pay element is provided as part of the Department's Compensation Plan.

The Field Training Officer is a 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 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:

> Step 23 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. <u>DETECTIVE</u>

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 Chief of Police (as per the City *Employee Handbook*, Section II.F.).

**Base Pay** for a newly promoted 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 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 either reaches the top of the pay grade or is promoted to another position in the 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 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 2016 LPOA MOU for time worked in excess of the normal daily scheduled shift. The Chief of Police 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 overtime pay earned should not exceed 10% of the detective's earnings in any given year.

# Note – Detectives 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 Officers and Detectives

#### 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 at double time.
- 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 in any one pay period. The decision to receive payment for overtime must be made by October 1<sup>st</sup> 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**

- <u>Emergency Medical Technician (EMT)</u> Current State of Kansas certification as an Emergency Medical Technician or higher emergency medical certification.
- Emergency Medical Responder (EMR) Current State of Kansas certification as an EMR. After obtaining certification, officers are required to maintain certification and training standards.
- OUI Investigator Officers must be certified by the State of Kansas as an Intoxilizer operator. OUI investigators will be required to document at least 12 OUI investigations per year, including the use of the Intoxilizer or a blood draw. The Police Chief may waive the 12 investigations 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 recertification, 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.

# **Technical Competencies**

Accident Investigator – An Officer must have received training in 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 recertification in accident investigation from department instructors. Officers must have received training in a department approved basic death investigation school. Accident investigators will be

available for call out to fatality traffic accidents. Officers are able to claim only either the Accident Investigator competency or Accident Investigations Unit competency at any one time.

- 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 7991. The officer must maintain their vehicle inspector certification while receiving this competency. The officer must complete the required amount of annual inspections and attend the annual recertification training.
- Evidence Technician I Officer must be trained in and utilize at least two different advanced evidence processing methods. Eligible 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, chemical dye staining, computer forensics, and cellular telephone processing.
- 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, arson computer forensics and cellular telephone forensics. Eligible 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.
- <u>Expert Witness</u> Submit a curriculum vitae and be recognized as an expert witness in state or federal court. Officers should have the date they were recognized as an expert witness on the curriculum vitae.

# **Educational Competencies**

- Completion of 60 hours college level course work or Associates Degree Associates degree or 60 hours from an accredited college or university.
- <u>Bachelor's degree</u> 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 must have working knowledge of a necessary\* foreign language. This knowledge may be obtained through life experience or education. The Officer must be able to communicate at a level where they can conduct the following duties, including 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 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 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".
- Advanced Investigations Training Any combination of two department approved specialized schools of advanced investigations techniques. Examples of such training include; Interview and Interrogation school, homicide school, Finding Words, financial crime training, entry level detective training, computer or video forensics, or advanced narcotics training.
- 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 was separated under honorable conditions and completed their tour of duty. If a member is currently serving in the Military Reserves or National Guard they may also apply. In these cases, the member should have already completed their initial enlistment or obligation. A letter from the employee's 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**

• Armorer – The Police Officer who obtains the Armorer competency is recognized by the Police Chief as an Officer who is qualified and factory certified to service firearms used by the department. The department will pay for the Officer's certification or recertification as required by the firearms manufacturer. An Armorer will perform duties assigned by the 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 in charge of the range. Note – a limited number of Armorer competencies will be recognized by the Police Chief, based on the needs of the department. An Officer who is not recognized as a department Armorer may independently attain an Armorer's certification. Recertification costs will be the responsibility of the Officer unless recognized as a department Armorer by the Police Chief.

- <u>Drug Enforcement Investigator</u> The Drug Enforcement Unit Investigator competency places the Officer in a very proactive position in which the Officer has latitude in determining his/her daily activities and work hours. The 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 is assigned to the Evidence Division as the Evidence Custodian. The Officer is responsible for all evidence maintained by the LPD and approved agencies in Douglas County. The Officer is responsible for maintaining and proficiently using a specifically designed computer software system unique to the Evidence Division. The Officer is subject to call back after hours to assist with the entry of larger cases. The 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.
- Intoxilizer Mechanic Mechanics must be certified in maintenance by the manufacturer of the Intoxilizer currently used by the Lawrence Police Department. Mechanics will perform routine maintenance as required by the manufacturer.
- <u>Juvenile Investigator</u> A Juvenile Investigator is an Officer assigned to the Investigations Division for the purpose of investigating child abuse (physical, sexual, mental, or neglect). The 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 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 state social welfare organizations and members of applicable state agencies. While assigned to the Investigations Division, the Officer must assist

in other investigations as assigned. Successful completion of continuing education opportunities is also a requirement.

- Rangemaster Officers selected to receive this competency will have attended an approved firearms instructor school and be required to have an approved firearms instructor certification. Rangemasters will participate as assigned in the instruction of recruits, Officers during in-service training, and citizens during Citizen Academies and others as required. Rangemasters are responsible for insuring safe and proper conduct on the firing range. Rangemasters 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 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.

Accident Investigation Unit Officer – The Officer must maintain as a minimum, the requirements for the Accident Investigator competency. Accident Investigation 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 Accident Investigation Unit Officers will conduct random

sobriety checkpoints and saturation patrols. Accident Investigation Unit Officers will work all fatality, life threatening injuries, and City vehicle accidents. Accident Investigation Unit Officers will be responsible for the maintenance and the notification for repair of all equipment assigned to them. Officers are able to claim only either the Accident Investigator competency or Accident Investigations Unit competency at any one time.

- Training Unit Officer The Training Unit Officer will assist in the coordination of miniacademies 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 instruction, 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.
- Other Special Assignment as determined by Police Chief qualifications and duties associated with this competency will be determined by the Police Chief.
- <u>Dive Team</u> Officers eligible for the Dive Team competency are those officers serving on the Douglas County Underwater Search and Recovery Team. Officers must successfully complete and maintain Public Safety Diving Standards and base-line certifications as set forth in the Standard Operating Procedures for the team. All team members will attend 80% of the annual trainings.
- Patrol Service Dog (PSD) Handler PSD Handler are those officers actively serving in the PSD Unit. PSD Handler's must complete a department approved training and maintain the continuing education standards of the certifying agency. PSD handlers are responsible for the care, training, training records and maintenance of their service animal. PSD Handler's shall be proficient and demonstrate the ability to handle a police K-9 for narcotics detection, ground disturbance detection, criminal apprehension, building searches and a variety of other patrol related activities. PSD Handlers will be responsible for demonstrations at the discretion of the supervision of

the PSD Unit. An Officer who successfully completes a tour as a PSD handler may maintain their competency.

- Department Instructor Officers eligible for the Department Instructor competency are those officers who provide a combined 40 or more hours of instruction for department related purposes. Department related purposes may include, Recruit Academy, In Service Training, KLETC guest instructor, providing training to outside agencies or any other training provided approved by the Chief of Police. Officers who instruct disciplines that are not required to be taught on an annual basis, but require continuing education to maintain certification standards, may apply for an exemption. Officers who qualify as a Department Instructor for 10 or more years may retire from instructing and maintain their competency. Retired instructors may be called upon to instruct their discipline as needed by the department. Duties that fall under an Officers normal assignment should not be included to meet the department instructor competency.
- 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.

# Attachment C Payplan 2016-2018

	2016																						
	City of Lawrence, Kansas Police Pay Plan (effective December 27, 2015)																						
	Represented Positions (Hourly Rates)																						
04-	C+ 4	C4 2	C4 2	C4 4	C+ 5	Ct C	Ct 7	Ct 0	C+ 0	Ct 40	Ct 44	Ct 42	Ct 42	Ct 44	Ct 4/	Ct 40	Ct 47	Ct 40	Ct 4	0 04 0	0 04 0	4 04 2/	
Grade		Step 2	Step 3	Step 4	Step 5	Step 6		Step 8														1 Step 22	
301																			32.377	0 33.107	1 34.016	8 34.867	35./38
302	25.7904	26.4352	27.0961	21.1136	20.4660	29.1797	29.9092	30.6570	31.4235	32.2091	33.0144	33.6396	34.0000	35.5530	36.441	37.3530	30.2009						
	City of Lawrence Vennes Belies Day Blan (affective December 27, 2015)																						
	City of Lawrence, Kansas Police Pay Plan (effective December 27, 2015)																						
-	Represented Positions (Annual Rates)																						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	9 Step 20	Sten 2	1 Step 22	Sten 2
301	43,178		45.364	46,498	47.661	48,853	50.074	51,326	52,609										67,345				
302	53,644	54,985	56,360	57,769	59,213	60,694	62,211	63,767	65,361	,			72,146	73,950		,		,	,	,	,	,	,
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											2	017											
												71/											
								City of	Lawrenc	e, Kansas	Police Pa	y Plan (ef	fective De	cember 2	2016), 25								
										Represe	nted Posit	ions (Hou	rly Rates	)									
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
301	21.1739	21.7033	22.2459	22.8021	23.3722	23.9566	24.5556	25.1695	25.7988	26.4438	27.1049	27.7826	28.4772	29.1892	29.9190	30.6670	31.4337	32.2196	33.0251	33.8508	34.6971	35.5646	36.4538
302	25.7904	26.4352	27.0961	27.7736	28.4680	29.1797	29.9092	30.6570	31.4235	32.2091	33.0144	33.8398	34.6858	35.5530	36.4419	37.3530	38.2869						
								City of	Lawrenc	e, Kansas	Police Pa	y Plan (ef	fective De	cember 2	25, 2016)								

# 2018

Represented Positions (Annual Rates)

51,076

53,644 54,985 56,360 57,769 59,213 60,694 62,211 63,767 65,361 66,995 68,670 70,387 72,146 73,950 75,799 77,694 79,637

48,614 49,830

47,428

Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11 Step 12 Step 13 Step 14 Step 15 Step 16 Step 17 Step 18 Step 19 Step 20 Step 21 Step 22 Step 23

52,353 53,662 55,003 56,378 57,788 59,233 60,714 62,232 63,787 65,382 67,017 68,692 70,410 72,170 73,974 75,824

	City of Lawrence, Kansas Police Pay Plan (effective December 24, 2017)																						
	Represented Positions (Hourly Rates)																						
١					o					0. 40		01 40			01 45	01 40		01 40	01 40			01 00	
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
301	21.5445	22.0832	22.6353	23.2012	23.7813	24.3759	24.9853	25.6100	26.2503	26.9066	27.5793	28.2688	28.9756	29.7000	30.4425	31.2036	31.9837	32.7833	33.6029	34.4430	35.3041	36.1868	37.0915
302	26.0484	26.6997	27.3672	28.0514	28.7527	29.4716	30.2084	30.9637	31.7378	32.5313	33.3446	34.1783	35.0328	35.9087	36.8065	37.7267	38.6699						
								City of	Lawrenc	e, Kansas	s Police Pa	ay Plan (e	ffective D	ecember :	24, 2017)								
										Represe	nted Posi	tions (An	nual Rates	3)									
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23
301	44,813	45,933	47,081	48,259	49,465	50,702	51,969	53,269	54,601	55,966	57,365	58,799	60,269	61,776	63,320	64,903	66,526	68,189	69,894	71,641	73,433	75,269	77,150
302	54,181	55,535	56,924	58,347	59,806	61,301	62,833	64,405	66,015	67,665	69,357	71,091	72,868	74,690	76,558	78,472	80,433						