

## **Section 8.2 - Wage Adjustment**

Section 8.2.1 It is acknowledged that the attached Fire Medical Pay Plan includes no general wage adjustments in 2016 and 2017. The Fire Medical Pay Plan includes subsequent adjustments of two-and-one-half percent (2.5%) effective with the first pay date in 2018 and 2019.

Section 8.2.2 It is acknowledged that the attached Fire Medical Pay Plan and general wage adjustments are based on projections of economic conditions, sales and property tax including a tax lid and average wages in the job market. Actual performance of those factors may differ substantially. The parties agree that either the City or the Union shall have the ability to re-open negotiations that are limited in scope to Section 8.2.1 (the general wage adjustment) in 2018 and/or 2019.

In order to re-open negotiations, one party must notify the other party, in writing, of their intention to exercise this clause no later than April 1st of the year prior (2017 and/or 2018). If this clause is exercised, the City and the Union will meet to discuss a general wage adjustment for the following year's wages in accordance with Resolution 6817 (or its successors). The parties agree that these negotiations shall begin on or around April 20th of the year, and that the general wage adjustment for subsequent year(s) of the contract shall be the only item open for discussion.

Section 8.2.3 If the City institutes a greater general wage adjustment to any City employee, employee group, or bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this Agreement.

Section 8.2.4 For the purposes of this section of the memorandum, a general wage adjustment does not include merit based wage increases or position reclassifications.

## **Section 8.3 - Longevity**

Section 8.3.1 Longevity pay is a discretionary item annually considered by the City Commission.

Section 8.3.2 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.

Section 8.3.3 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 8.3.4 The parties acknowledge that for the term of the MOU, longevity pay will be budgeted at a rate of \$4 per month of service.

Section 8.3.5 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 8.4 - Skill Incentives**

Section 8.4.1 Employees who have completed 30 months regular full-time employment shall be eligible to receive a skill incentive payment for those recognized skills regularly employed in service to the Department. The maximum skill incentive percentage shall be 15 percent. The Acting Officer and Education Incentives shall not be counted toward this 15% limit, nor shall any pay differentials count toward that limit.

Section 8.4.2 The type or number of skill incentive positions may be increased or decreased by the Chief after written notice is provided to employees. If increases or decreases in the type or numbers of skill incentive positions are unacceptable to the Union membership, the Union may utilize the grievance procedure.

Section 8.4.3 If incentive positions are not filled on a voluntary basis through the normal selection process, then the job functions may be assigned on a rotating basis to appropriate personnel by the Shift Commander.

Section 8.4.4 If an employee is assigned a job duty normally compensated with incentive pay while not receiving incentive pay for that assignment, the employee shall receive incentive pay for actual hours worked while assigned the job duty.

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 1<sup>st</sup>, 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.