

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

January 1, 2019 through December 31, 2020

Stuart Boley, Mayor
City of Lawrence, Kansas

Andrew Fennelly, Chair
Lawrence Police Officers' Association

ATTEST:

Sherri Riedemann, City Clerk

PREAMBLE

Pursuant to City of Lawrence Resolution No. 6817, this written Memorandum of Understanding has been entered into by the City of Lawrence, Kansas, hereinafter referred to as the "City" and Lawrence Police Officers' Association, hereinafter referred to as the "LPOA", representing the Lawrence Police Department personnel positions of "Officer" and "Detective". Resolution No. 6817 is titled A Resolution Setting forth The Policy of The City of Lawrence, Kansas, with Regard To Employee Organizations. As such Resolution No. 6817 is the City of Lawrence authorizing document establishing the exclusive process and parameters for the City and the LPOA to enter into this Memorandum of Understanding.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding takes effect January 1, 2019 and expires December 31, 2020. This Memorandum of Understanding is the controlling document superseding all previous agreements and all existing unwritten practices between the City and the LPOA and constitutes the entire memorandum between the parties pursuant to Section 1.3 Entire Memorandum of Understanding.

WORK ENVIRONMENT

It is the stated desire of the parties to this memorandum to create a positive work relationship and environment. Both parties should encourage open, direct, and free discourse in sessions associated with development of the Memorandum of Understanding. The same relationship should also be encouraged by both parties in the regular work day environment. Employees are encouraged to communicate with their immediate supervisors regarding any questions or problems and to provide their views on ways to make the City an even better place to work."

MEMORANDUM PROCEDURES

After approval of an MOU, 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. Based upon these discussions, if the parties agree that minor contractual revisions which do not significantly increase or decrease the substantive rights and/or obligations of the parties under the terms of this Memorandum are necessary, then the City Manager or his or her designee and the LPOA President may effectuate such necessary revisions by execution of an appropriate letter of understanding. All other contractual revisions which do significantly increase or decrease the parties' substantive rights and/or obligations shall be through amendment of this Memorandum.

DEFINITIONS

- Shift: The number of consecutive hours during which an officer or detective is normally assigned by supervision. Supervision will make reasonable efforts not to split a shift.
- Work Period: The fourteen-day period used for recording hours worked.
- 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.

ARTICLE 1: LPOA STATUS AND RIGHTS

Section 1.1 Right of Organization

All officers who have completed their assigned academy shall have the right, but shall not be required, to join the LPOA. Officers that have completed their trial performance period, as determined by the Chief of Police, may become participating members in the LPOA.

Notwithstanding the foregoing, membership in the LPOA shall not afford the LPOA the right to represent any such officer in a grievance process unless such officer has completed their trial performance period as determined by the Chief, not to include newly promoted detectives, who shall have the right to be represented by the LPOA.

1.2 Right of Representation

In accordance with City Resolution No. 6817, the LPOA is recognized for the term of this agreement as the representative of officers and detectives holding a classification in a regular, full-time position in the Lawrence Police Department. The LPOA may negotiate with the City of Lawrence, Kansas, on issues concerning wages and/or fringe benefits and/or working conditions for the purpose of administering this Memorandum. Notwithstanding the foregoing, pursuant to Resolution No. 6817, the subject of negotiations shall not include the enumerated management rights of Section V. The City retains the exclusive right to unilaterally exercise the City's enumerated management rights without negotiation.

Section 1.3 Entire Memorandum of Understanding

This Memorandum supersedes all previous agreements and all existing unwritten practices between the City and the members of the LPOA and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein which are subject to City ordinances, personnel or department policies, regulations, and resolutions existing at the date of this Memorandum. Agreements or practices established between the

parties following the effective date of this Memorandum are not prohibited by this Article. Any conflict that may exist between existing City ordinances, personnel or department policies, regulations, resolutions and provisions of this Memorandum shall be determined in favor of this Memorandum. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

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

At no cost to the LPOA, each pay period the City agrees to deduct from an employee's pay LPOA dues in the amount authorized by the employee. The authorization form will clearly state that LPOA participation is voluntary. It will be signed and dated by the employee who wishes to use the payroll deduction system. The form is to be submitted to the Human Resources division for processing. The deduction will continue each pay period at the same amount until the employee submits another signed authorization form either to change the amount to be deducted or to discontinue the deduction. Any authorized deductions, changes to deduction or discontinuance of deduction shall become effective the pay period following the receipt of the signed authorization form by Human Resources. The City shall remit the total amount of the deductions each pay period to the LPOA treasurer, along with a line by line deduction register of the year to date totals, and the amount collected from the current pay period. All payroll deductions will comply with all applicable federal, state and local laws and regulations.

Section 1.6 LPOA Business

1.6.1 Negotiations

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 negotiation sessions 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.

1.6.2 Training

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;
- 3) Adequate staffing is available;
- 4) The LPOA pays associated cost for the training;
- 5) If the training day extends beyond the normally assigned shift length, no overtime will be paid by the City, and the extra time will not be counted as additional hours worked; and
- 6) Executive Board members may request in writing to the Chief of Police additional time as needed to engage in LPOA training. The Chief of Police may grant this time at the Chief or designee's discretion.

1.6.3 Other Business

Additional time beyond what is reasonable for other LPOA activities while on duty may be granted at the discretion of a supervisor.

Section 1.7 Due Process

The City agrees to provide appropriate due process and guidelines for administrative investigations through department and city policies and procedures.

Section 1.8 Use of City Facilities

- 1.8.1 The City will provide storage space in a police facility for LPOA files and documents, the size and location determined by the Chief of Police.
- 1.8.2 The City will allow the LPOA bulletin board space in police facilities where members are assigned for LPOA related business, the size and location are determined by the Chief of Police. The bulletin boards will be provided and maintained in a professional manner by the LPOA. The material posted will follow all department and city policies for appropriate workplace conduct and language.
- 1.8.3 The City will allow the LPOA to utilize the City's electronic mail "e-mail" system for the purpose of disseminating LPOA meeting times, location and agenda as long as such methods of communication exist and are utilized by the department. No other uses of these systems is permitted. All City and Department Electronic E-mail, Internet Use and Computer Use Policies shall be followed at all times.
- 1.8.4 Department mailboxes may be used for confidential communication on any LPOA topic as long as the LPOA seals the information in an LPOA identified envelope as long as such methods of communication exist and are utilized by the department.

1.8.5 The City will allow the LPOA the ability to schedule meeting space in a police facility for private meetings with individual members, LPOA Executive Board business and LPOA membership meetings using same rules for scheduling and reservation requirements as other similar police business. Police business as determined by the Chief of Police will take precedence.

1.8.6 Violations of this section related to LPOA business may result in disciplinary action. Repeat violations of this section by members of the LPOA Executive Board may result in restrictions of use, up to and including removal and forfeiture of use as determined appropriate by the Chief of Police.

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.

Unless otherwise altered by terms of this agreement, rules and regulations as outlined in the City Employee Handbook (pub. 6/26/18) are applicable.

Section 2.3 Political Activities

Members of the LPOA shall abide by the provisions relating to "Political Activities" Section VI, E, 1 & 2 of the City Employee Handbook (pub. 6/26/18)

The LPOA, as a group of employees recognized by Resolution No. 6817 and amendments thereto, shall abide by the provisions relating to "Political Activities" Section VI, E, 1 & 2 of the City Employee Handbook (pub. 6/26/18).

ARTICLE 3: COMPENSATION

Section 3.1 Compensation Plan

[Issue at Impasse. To be determined by the City Commission]

Section 3.2 Wage Adjustment

[Issue at Impasse. To be determined by the City Commission]

Section 3.3 Longevity

[Issue at Impasse. To be determined by the City Commission]

Section 3.4 Overtime and Compensatory Time

- 3.4.1 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 cycle with reasonable notice. An officer may not accrue more than sixty (60) hours of compensatory time (40 hours of overtime). An Officer or Detective 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) consecutive hours in any one day shall be paid at double time.
- 3.4.2 In the event an Officer's or Detective's unplanned overtime work assignment of greater than 4 hours continues into the next scheduled shift, the employee will continue to be compensated according to the overtime rules until a break of at least 6 hours is provided. If the Officer or Detective is released prior to the end of the regularly scheduled shift, the employee may elect to use available and appropriate benefit time.
- 3.4.3 Employees shall not be required to attend training without being scheduled off duty for at least six (6) hours prior to the beginning of training. If an Officer or Detective is scheduled to attend training within six (6) hours of completion of a normally scheduled shift the department will allow the Officer or Detective to move a regular day off to cover the conflicting shift. An Officer or Detective may elect to use available and appropriate benefit time in lieu of moving a regular day off. Nothing in this section will prevent the Chief of Police from canceling the scheduled training.
- 3.4.4 The City will pay out in the final pay period of the payroll year any accrued but unused compensatory time. No balance will be carried over into the subsequent year. Any accrued but unused compensatory time will be paid out at termination of employment at the regular rate received by the Officer or Detective.
- 3.4.5 Compensatory time shall, unless otherwise approved, be taken in full shift increments.

- 3.4.6 Staffing availability will be the key factor in determining if compensatory time can be taken. The Chief of Police or the Chief's designee will insure adequate staffing is available prior to granting compensatory time off.
- 3.4.7 Compensatory time is subject to any regulations promulgated by the Department of Labor, as per the Fair Labor Standards Act.
- 3.4.8 An Officer or Detective may elect to receive payment for accumulated compensatory time to be paid in the corresponding pay period.

Section 3.5 Court Time

- 3.5.1 Court time during regularly scheduled work hours will be part of normal compensation.
- 3.5.2 Officers and Detectives will be paid a minimum of two (2) hours at one and one-half (1.5) times their regular rate of pay for court time, supervisory approved pre-trial conferences, ABC hearings or driver's license hearings when required to appear outside of normally scheduled work hours. Court time will not be used toward the accumulation of double time, unless the court appearance is one hour or less before or after a scheduled shift.
- 3.5.3 Once an Officer or Detective has completed their court appearance, the Officer or Detective will notify an on-duty supervisor in person that he/she has completed their court appearance duties. If a supervisor is not readily available, the Officer or Detective will contact the on-duty supervisor using the Department's intranet paging system, cellular phone, or police radio system.
- 3.5.4 The City will provide access to Department vehicles, as determined available and approved by a supervisor, for the purposes of traveling between Department facilities and court locations.

Section 3.6 Call Back

Any Officer or Detective who has completed their tour of duty and who has been released, or who is called in on his/her day off is on "Call Back". Call Back will be administered pursuant to the City's Call- Back policy in the City Employee Handbook (pub. 6/26/18). At the completion of the Call-Back task, the Officer or Detective will report to on duty supervisor. Court time on scheduled appearances of regular duty will not be considered Call-Back.

Section 3.7 On-Call

Any Officer or Detective may be placed on-call by the Chief of Police or Chief's designee. On-Call will be administered pursuant to the City's On-Call policy in the City Employee Handbook

(pub. 6/26/18). For the purpose of this memorandum Officers and Detectives will be compensated at one (1) hour overtime for being On-Call on regular work days, and two (2) hours of overtime for being On-Call on regular days off or holidays. On-Call pay shall not be applied to actual time worked. Actual time worked shall be compensated as overtime in addition to On-Call pay. On-Call pay shall not be used in the calculation of double time, however actual hours worked shall be.

Section 3.8 Shift Differential

[Issue at Impasse. To be determined by the City Commission]

ARTICLE 4: VACATIONS

Section 4.1 General

Unless otherwise expressed in this agreement, vacation will be administered pursuant to the City vacation policy in the City Employee Handbook (pub. 6/26/18).

4.2 Pay Out of Vacation

Officers and Detectives may elect to cash out a maximum of 20 hours vacation time annually, provided the request is made by October 1st of each year, and the employee has at least 200 hours of vacation time available at the time of the request.

ARTICLE 5: HOLIDAYS

Section 5.1 Holidays

Unless otherwise expressed in this agreement, holidays will be administered pursuant to the City Employee Handbook (pub. 6/26/18).

Section 5.2 Moving a Holiday

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

Section 5.3 Holiday Leave

An Officer or Detective 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 period.

ARTICLE 6: LEAVES OF ABSENCE

Section 6.1 Leaves of Absence

Unless otherwise expressed in this agreement, leaves of absence will be administered pursuant to the City Employee Handbook (pub. 6/26/18).

Section 6.2 Physical Fitness Day

Section 6.3 Emergency Leave

[Issue at Impasse. To be determined by the City Commission]

Section 6.6 Physical Fitness Days

[Issue at Impasse. To be determined by the City Commission]

Section 6.7 Minimum Physical Fitness

[Issue at Impasse. To be determined by the City Commission]

Section 6.8 Maximum Physical Fitness Standard

Sit-ups: The Officer or Detective will perform a bent knee sit-up 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 or Detective 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 or Detective 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:

Men 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

Women 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

Wellness days will be administered pursuant to the City Employee Handbook (pub. 6/26/18).

Section 6.10 Personal Leave

Each Officer or Detective 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

7.1.1 Health, Dental and Prescription Plan

The City shall provide a health plan to Officers and Detectives covered under this MOU under such premium requirements and coverage requirements available to all City employees during the term of this memorandum. The employee's contribution will be accomplished through payroll deduction. The companies providing health, dental and prescription administration or insurance will be identified by the City after obtaining employee input from the City's Health Care Committee.

7.1.2 Life Insurance

The City shall provide Group Term Life insurance for Officers and Detectives in the amount of \$20,000 paid by the City.

7.1.3 Death Benefit via KP&F

The City funds the death benefit for Officers and Detectives through the Kansas Police and Fire Retirement System.

Section 7.2 Injury in the Line of Duty

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

7.2.2 In the event an Officer or Detective 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 or Detective 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 or Detective 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 or Detective's original position. Officers and Detectives may apply and will be considered for any available open position in any City department depending on their fitness and ability to perform the job functions of another position.

7.2.3 Causes of Injury

The following are specific causes of injuries covered by Section 7.2.2.

- 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 arising out of the scope of such employee's employment with the City.
- 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 lawful pursuit pursuant to the Department's Lawful Pursuit Policy.
- 7) While involved in a vehicle accident while operating a Department vehicle according to Department Policy.

- 8) While in the process of attempting to rescue a person.
- 9) Inhalation of poisonous chemicals or gases at hazardous material incidents, clandestine narcotics labs, industrial accidents, or similar situations.
- 10) Responding to or actively working a natural disaster or terrorist act.
- 11)** The Chief of Police may recommend injury leave for similar injuries.

Section 7.3 Funeral Expenses

[Issue at Impasse. To be determined by the City Commission]

Section 7.4 Contagious Diseases and Hazardous Materials/Chemicals-Medical Expenses for the Family of an Officer or Detective

The City agrees to pay reasonable medical expenses for inoculation, immunization, or treatment of an Officer's or Detective's immediate family members when it becomes necessary as a result of an Officer's or Detective's exposure to contagious diseases or hazardous materials/chemicals when the exposure occurred on duty. When the Officer or Detective's immediate family member is covered under a health insurance policy, the claim will be submitted as an insurance claim and the City will cover any associated out of pocket costs and reimburse any deductions from the plan's health reimbursement account. An in-network physician selected mutually by the City and employee will recommend treatment. The Officer or Detective must document how they contracted the disease and forward the documentation to the Chief of Police using the chain of command.

Section 7.5 Mental Health Treatment / Wellness Program

The City and LPOA agree to work together to implement a mental health wellness program for Officers and Detectives, the details of which will be established and identified in a letter of understanding with said program to be included in the 2020 City Manager's recommended budget.

(letter attached)

ARTICLE 8: EDUCATION

Section 8.1 General

The LPOA, City and the Department encourage Officers and Detectives to further their education. However, an Officer's and Detectives' 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 or Detective receives approval from the Chief of Police and City Manager 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:

1. The City will reimburse 50 percent of the cost of tuition and books for non-degree seeking candidates. The Officer or Detective may retain ownership of the books.
2. 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 or Detective 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 or Detectives 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.

ARTICLE 9: EQUIPMENT, CLOTHING, AND UNIFORMS

Section 9.1 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 9.2 Uniforms and Clothing

The City shall provide and continue to replace uniforms and other department issued clothing on an as needed basis. Department issued uniforms and clothing shall be inspected at regular intervals to determine if replacement is necessary. The City shall provide, subject to IRS regulations, for appropriate dry cleaning of uniforms and other department issued clothing.

Section 9.3 Equipment/Clothing Allowance

The equipment and/or clothing allowance for all Officers and Detectives shall be \$300 annually. This allowance will be paid as a lump sum payment in the first February pay 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 or Detective'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 the department approved firearm as specified by the Chief of Police shall be made by the City in the case of damage to or the loss of an Officer's or Detective's duty weapon. No payment shall be made due to the negligent action or inaction of the Officer or Detective.

ARTICLE 10: JOINT STANDING COMMITTEES

10.1 Committees Defined

The Chief of Police and LPOA representatives agree that communication in regards to the development, implementation, and/or modification of Department policies, rules, and regulations is important. At the direction of the Chief of Police, ad hoc committees may be formed for the sole purpose of providing subject matter expertise, differing experiences and ideas for the development, implementation, and/or modification of a Department policy, rule, regulations and/or orders. These ad hoc committees will be dissolved at the conclusion of their intended purpose or at the discretion of the Chief of Police.

10.2 Committees

The Department will maintain the Equipment Committee, Awards & History Committee, and Training Committee. Members on these committees will submit their desired intent to serve on the committee through LPOA for review by the Chief of Police. The terms of serving on these committees will be a two-year term unless otherwise directed by the Chief of Police. The LPOA recognizes that Officers and/or Detectives selected to represent Department boards, such as the Use of Force Review Board, Accident Review Board, or any other Department board created in the future, is determined by the Chief of Police.

Whether by informal communications, ad hoc committee or standing committee the stated purpose of this section is to seek information, ideas, and suggestions regarding Department policies, rules, and regulations from sworn employees across all ranks in the Police Department. Any committees convened under this section are advisory committees. Final decisions and determination of policies, rules, and or regulations are not subject to negotiations and rest with the Chief of Police. Further, this section does not preclude unilateral determination of policy, rules, and or regulations when in the determination of the Chief of Police it is necessary and appropriate.

ARTICLE 11: SENIORITY

Section 11.1 General

- 11.1.1 The current process for shift bid and assignment is as defined in **Attachment D**. Seniority is a component in this process as well as distribution of Officers and Detectives with less than two years of service on the Department. The Chief of Police retains the unilateral authority to assign shifts that the Chief determines are in the best interest of the Department. Both parties agree that the current shift bid process works well and is not subject to major change during the term of this agreement.
- 11.1.2 Seniority shall be measured by continuous full-time service as a sworn Officer in the Department from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence. In other circumstances not covered as a break in service, the Chief of Police may reinstate the officer's seniority from their initial hiring date, for the purposes as defined in paragraph 11.1.1.
- 11.1.3 The City in its discretion shall determine if furloughs, layoffs or reduction in force are necessary. The City will determine the process and criteria following policy contained in the City Employee Handbook (pub. 6/26/18).

ARTICLE 12: HOURS OF WORK

Section 12.1 General

The standard work period for each Officer and Detective shall be eighty (80) hours in a two-calendar week (14 day) period. All Officers and Detectives on patrol shifts may have a thirty (30) minute uninterrupted meal break as approved by the supervisor. Officers and Detectives who work from 0800 to 1700 hours, Monday through Friday, may have a sixty (60) minute uninterrupted meal break as approved by the supervisor. The City through its Chief of Police shall retain all management rights as defined in Resolution No. 6817, regarding the methods, means, materials, assignments and personnel by which City operations are to be conducted.

Section 12.2 Schedule Changes

Reasonable effort will be made to provide at least eight (8) hours of off-duty time between work cycles. When practical and not related to a recall for an emergency as deemed appropriate by the Chief of Police or designee, the Department will provide at least one week's notice when the Officer's or Detective's shift is expected to change.

ARTICLE 13: OFFICE OF PROFESSIONAL ACCOUNTABILITY AND DISCIPLINARY PROCESS

Section 13.1 General

A sworn employee has the right to request the presence of a peer representative during any meeting with an investigator or supervisor when they reasonably believe they may be

suspended or terminated as a result of the interview. The peer may be present, but can not participate in the discussion. During the investigation, the peer shall keep all information confidential. At the conclusion of the investigation, the peer must have permission of the investigated employee to share the information, as long as the information does not violate the privacy or disclose the identity/alleged misconduct of another employee.

Section 13.2 Officer's and Detective's Privacy

The Department will make reasonable efforts to safeguard an Officer's and Detective's privacy when an Officer or Detective is under criminal or administrative investigation.

ARTICLE 14: RANGE

Section 14.1 Range: General

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

Section 14.2 Range Qualification Time

Officers and Detectives assigned to firearms qualification at a time other than during their tour of duty will be assured two hours of overtime. The City through its Chief of Police shall retain all management rights as defined in Resolution No. 6817, regarding the methods, means, materials, assignments and personnel by which City operations are to be conducted.

Section 14.3 Ammunition Allotment

Proficiency training and ammunition for Department approved firearms, duty pistol, and patrol rifle will be provided at Open Range or any other Department sponsored training.

ARTICLE 15: MISCELLANEOUS

Section 15.1 Indemnification Language

The parties acknowledge the existence of K.S.A. 75-6108 and KSA 75-6109, statutes addressing the City's responsibilities to indemnify an employee acting within the scope of employment and to provide for the appropriate defense of an employee in any civil action or proceeding on account of an act or omission arising out of the scope of such employee's employment with the City.

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.

ATTACHMENTS

Compensation Program

[Issue at Impasse. To be determined by the City Commission]