

LPOA, City MOU Language Discussion, updated 8/8/18

| Current Section and Language | LPOA Proposed | City Proposed | Tentative Agreement (TA) |
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| <p>Overall</p> | | | <p>Replace reference to his/her/their with the position i.e." the Chief or the Chief's designee."</p> <p>Reference to City Employee Handbook include publication date. i.e. "per the City's Employee Handbook, (pub. 6/26/18)".</p> |
| <p>PREAMBLE</p> <p>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.</p> | | | <p>PREAMBLE</p> <p>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.</p> |

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| <p>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 .</p> <p>The City and the LPOA have a desire to have future City Commission Member(s) present during negotiation sessions.</p> | | | <p>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.</p> <p>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."</p> |
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| <p>LIVING DOCUMENT</p> <p>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.</p> | | | <p>MEMORANDUM PROCEDURES</p> <p>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.</p> |
| <p>TERMS AND CONDITIONS OF EMPLOYMENT</p> <p>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</p> | | | <p>TERMS AND CONDITIONS OF EMPLOYMENT</p> <p>Strike entire section</p> |

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| <p>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.</p> | | | |
| <p>DEFINITIONS</p> <p>Shift: The eight, nine, or ten hour period during which a police officer is normally assigned.</p> <p>Work Period: The fourteen day period used for recording hours worked.</p> <p>Work Schedule: The twenty-eight day period that is used to manage resources assigned to police supervisors.</p> <p>Work Cycle: The six month period for which officers bid on patrol assignments.</p> | | | <p>DEFINITIONS</p> <p>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.</p> <p>Work Period: The fourteen day period used for recording hours worked.</p> <p>Work Cycle: The six month period for which officers bid on patrol assignments.</p> |
| <p>MANAGEMENT AND EMPLOYEE RIGHTS UNDER RESOLUTION 6817</p> <p>These rights are defined under Resolution 6817, Sections II, III, and V.</p> | | | <p>MANAGEMENT AND EMPLOYEE RIGHTS UNDER RESOLUTION 6817</p> <p>These rights are defined under Resolution 6817.</p> |
| <p>FIVE GUIDING PRINCIPLES</p> | | | <p>FIVE GUIDING PRINCIPLES</p> <p>Agree to strike entire section</p> |

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| <p>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.</p> <p>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.</p> <p>Departmental Goal</p> <p>The goal of the Lawrence Police Department IS to be the number one police organization.</p> <p>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.</p> <p>Objectives</p> <p>The Lawrence Police Department will attain its goals by the following objectives. We will:</p> <ul style="list-style-type: none"> • Have innovative, honest, responsive leadership. The staff should never be satisfied with the status quo, | | | |
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| <p>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.</p> <ul style="list-style-type: none">• 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. | | | |
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| <p>ARTICLE 1: LPOA STATUS AND RIGHTS</p> <p>Section 1.1 Right of Organization</p> <p>All officers who have completed their orientation periods shall have the right to join and participate in the LPOA.</p> | | | <p>ARTICLE 1: LPOA STATUS AND RIGHTS</p> <p>Section 1.1 Right of Organization</p> <p>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.</p> <p>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.</p> |
| <p>Section 1.2 Right of Representation</p> <p>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,</p> | | | <p>1.2 Right of Representation</p> <p>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</p> |

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| <p>benefits, and for the purpose of administering this Memorandum</p> | | | <p>the purpose of administering this Memorandum. Notwithstanding the forgoing, 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.</p> |
| <p>Section 1.3 Prevailing Rights</p> <p>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".</p> | | | <p>Section 1.3 Entire Memorandum of Understanding</p> <p>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</p> |

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| | | | <p>Memorandum. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.</p> <p>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.</p> |
| <p>Section 1.4 List of LPOA Officers</p> <p>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.</p> | | | <p>Section 1.4 List of LPOA Officers</p> <p>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.</p> |
| <p>Section 1.5 Dues Deduction</p> <p>The existing check-off procedure will be followed for the term of the agreement.</p> | | | <p>Section 1.5 Dues Deduction</p> <p>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</p> |

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| | | | <p>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 deduction, 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.</p> |
| <p>Section 1.6 LPOA Business</p> <p>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</p> | | | <p>Section 1.6 LPOA Business</p> <p>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</p> |

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| <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>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.</p> | | | <p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>1.6.3 Other Business: Additional time beyond what is reasonable for other</p> |
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| | | | LPOA activities while on duty may be granted at the discretion of a supervisor. |
| <p>Section 1.7 Bill of Rights</p> <p>The City agrees to the concept of a Bill of Rights and has provided appropriate protection through the Policies and Procedures.</p> | | | <p>Section 1.7 Due Process</p> <p>The City agrees to provide appropriate due process and guidelines for administrative investigations through department and city policies and procedures.</p> |
| <p>Section 1.8 Use of City Facilities (NEW)</p> | | | <p>Section 1.8 Use of City Facilities</p> <p>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.</p> <p>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.</p> <p>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</p> |

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| | | | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
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| <p>ARTICLE 2: LPOA COOPERATION</p> <p>Section 2.1 LPOA Cooperation</p> <p>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.</p> | | | <p>ARTICLE 2: LPOA COOPERATION</p> <p>Section 2.1 LPOA Cooperation</p> <p>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.</p> |
| <p>Section 2.2 Rules and Regulations</p> <p>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.</p> <p>Before the implementation of new Department rules and regulations, or changes in rules and regulations affecting hours of employment, working conditions, or privileges, the</p> | | | <p>Section 2.2 Rules and Regulations</p> <p>The LPOA agrees to comply with all Department rules and regulations.</p> <p>Unless otherwise altered by terms of this agreement, rules and regulations as outlined in the City Employee Handbook (pub. 6/26/18) are applicable.</p> |

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| <p>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.</p> | | | |
| | | | <p>Section 2.3 Political Activities</p> <p>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)</p> <p>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).</p> |
| <p>ARTICLE 3: COMPENSATION</p> <p>Section 3.1 Compensation Plan</p> <p>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</p> | <p>ARTICLE 3: COMPENSATION</p> <p>Section 3.1 Compensation Plan</p> <p>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</p> | <p>ARTICLE 3: COMPENSATION</p> <p>Section 3.1 Compensation Plan</p> <p>During the term of this MOU, the compensation plan for Officers and Detectives will follow and be fully funded according to the City's Police Pay Plan as per the attached Lawrence, Kansas Police Department Compensation</p> | <p>ARTICLE 3: COMPENSATION</p> <p>Section 3.1 Compensation Plan</p> |

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| <p>Compensation Program for Officers and Detectives.</p> | <p>Program for Officers and Detectives.</p> | <p>Program for Officers and Detectives. This includes a one-time lump sum payment to Detective (pay grade 302) equivalent to 0.75% of the previous year's gross wages for 2019 and 1.7% for 2020.</p> | |
| <p>Section 3.2 Wage Adjustment</p> <p>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.</p> <p>2016 Wages. Effective January 1st, 2016, all Officers who have reached their 8th 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 8th anniversary by January 1st, 2016, will receive a five percent (5%) two step merit increase on their 8th anniversary, instead of the 2.5% merit increase that was in place prior to January 1st, 2016. This change</p> | <p>Section 3.2 Wage Adjustment</p> <p>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.</p> <p>2019 Wages: Effective January 1st, 2019, all Officers who have reached their 9th anniversary with the department by that date shall automatically move up one merit step in the compensation program on the first full pay date in 2019. A new step, Step 24, shall be added to the compensation program. Officers who have not reached their 9th anniversary by January 1st, 2019, shall receive a two and one half percent (2.5%), one step</p> | <p>Section 3.2 General Wage Adjustment</p> <p>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.</p> <p>2019 Wages. It is acknowledged that the attached compensation program includes a general wage adjustment of one and one-half percent (1.5%) effective with the first full date of 2019 for pay grade 301, Police Officer. It is acknowledged that the attached compensation program is market competitive and does not include a general wage adjustment for the pay grade 302, Detective.</p> | <p>Section 3.2 Wage Adjustment</p> |

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| <p>shall not apply to or be paid to pay grade 302, Detective.</p> <p>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.</p> <p>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</p> | <p>merit increase on their 9th anniversary. No general wage adjustment shall be added for Officers in 2019.</p> <p>Effective January 1st, 2019, a new step, Step 18, shall be added to the Detective Compensation Plan. All Detectives who have reached Step 17 prior to January 1st, 2019 shall automatically move up one merit step in the compensation program on the first full pay date in 2019. Detectives who have not reached Step 17 by January 1st, 2019, shall be eligible to advance through the Detective pay grade by utilizing merit increase opportunities, achieved by performing at an overall “meets expectations” or above on annual performance evaluations with the recommendation of the Chief of Police, up to Step 18, through normal progression. No general wage adjustment shall be added for Detectives in 2019.</p> <p>2020 Wages: It is acknowledged that the attached compensation program includes a general wage adjustment of one and one half (1.5%) percent effective with the first full pay date of 2020 for pay grade 301, Police Officer. It is</p> | <p>2020 Wages. It is acknowledged that the attached compensation program includes a general wage adjustment of two percent (2%) effective with the first full date of 2020 for pay grade 301, Police Officer. It is acknowledged that the attached compensation program is market competitive and does not include a general wage adjustment for the pay grade 302, Detective.</p> <p>For the purposes of this section of the memorandum, a general wage adjustment does not include merit based wage increases or position reclassifications.</p> | |
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| <p>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.</p> <p>For the purposes of this section of the memorandum, a general wage adjustment does not include merit based wage increases or position reclassifications.</p> | <p>acknowledged that the attached compensation program does not include a general wage adjustment for pay grade 302, Detective.</p> | | |
| <p>Section 3.3 Longevity</p> <p>Longevity pay is a discretionary item annually considered by the City Commission.</p> <p>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</p> | <p>Section 3.3 Longevity</p> <p>Longevity pay is a discretionary item annually considered by the City Commission.</p> <p>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</p> | <p>Section 3.3 Longevity</p> <p>The City provides Longevity pay as a bonus to employees who have accumulated an advanced level of knowledge, skills and experience. Employees hired before 1/1/2019 are eligible for this benefit upon completing 10 years of service. A qualifying employee will receive \$500 for 10 to 14 years of service, \$750 for 15 to 19 years of service and \$1,000 for 20 or more years of service, subject to taxes and employment withholdings, to be</p> | <p>Section 3.3 Longevity</p> |

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| <p>the rate of \$4 per month multiplied by the number of years of consecutive service with the City of Lawrence.</p> <p>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.</p> <p>The parties acknowledge that for the term of the MOU, longevity pay will be budgeted at a rate of \$4 per month of service.</p> <p>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.</p> | <p>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.</p> <p>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.</p> <p>The parties acknowledge that for the term of the MOU, longevity pay will be budgeted at a rate of \$4 per month of service.</p> <p>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</p> | <p>paid on a pro-rata per pay period basis. Employees hired 1/1/2019 or after are not eligible for Section 3.3.</p> | |
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| | per month of service, or such other amount as the City Commission determines appropriate. | | |
| <p>Section 3.4 Overtime and Compensatory Time</p> <p>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.</p> <p>b) Overtime may be taken as compensatory time off at a rate of one and one-half hours for each hour of overtime worked.</p> <p>c) An officer who has accrued time off shall upon termination of employment be paid for the unused</p> | | | <p>Section 3.4 Overtime and Compensatory Time</p> <p>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.</p> <p>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</p> |

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| <p>compensatory time at a rate of compensation of no less than the final regular rate received by the officer.</p> <p>d) Compensatory time shall, unless otherwise approved, be taken in eight (8) hour increments.</p> <p>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.</p> <p>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.</p> <p>g) Compensatory time may be carried over from year to year.</p> <p>h) Compensatory time is subject to any regulations promulgated by the</p> | | | <p>released prior to the end of the regularly scheduled shift, the employee may elect to use available and appropriate benefit time.</p> <p>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.</p> <p>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.</p> <p>3.4.5 Compensatory time shall, unless otherwise approved, be taken in full shift increments.</p> |
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| <p>Department of Labor, as per the Fair Labor Standards Act.</p> <p>i) The parties agree to cooperate in determining ways to reduce the amount of overtime worked by police officers.</p> | | | <p>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.</p> <p>3.4.7 Compensatory time is subject to any regulations promulgated by the Department of Labor, as per the Fair Labor Standards Act.</p> <p>3.4.8 An Officer or Detective may elect to receive payment for accumulated compensatory time to be paid in the corresponding pay period.</p> |
| <p>Section 3.5 Court Time</p> <p>a) Court time during regularly scheduled work hours will be part of normal compensation.</p> <p>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</p> | | | <p>Section 3.5 Court Time</p> <p>3.5.1 Court time during regularly scheduled work hours will be part of normal compensation.</p> <p>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.</p> |

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| <p>time spent prior to entering on-duty status.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>f) ABC hearings are considered court time. On those occasions that officers choose to attend driver's license hearings outside of normal working</p> | | | <p>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.</p> <p>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.</p> |
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| <p>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.</p> | | | |
| <p>Section 3.6 Call Back</p> <p>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.</p> | | | <p>Section 3.6 Call Back</p> <p>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.</p> |
| | | | <p>Section 3.7 On-Call</p> <p>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</p> |

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| | | | 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. |
| <p>Section 3.7 Shift Differential</p> <p>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).</p> | <p>Section 3.7 Shift Differential</p> <p>A shift differential of 50 cents an hour shall be paid to officers who work the third and fourth shifts (late swing and midnight shift). A shift differential of 25 cents an hour shall be paid to officers who work the second shift (early swing shift). In the event detectives are regularly assigned to a shift that begins after twelve p.m. (Noon), a shift differential of 50 cents an hour shall be paid to those detectives assigned to the shift.</p> | <p>Section 3.7 Shift Differential</p> <p>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).</p> | <p>Section 3.7 Shift Differential (renumber to 3.8)</p> |
| <p>ARTICLE 4: VACATIONS</p> <p>Section 4.1 General</p> <p>During the term of this memorandum, if the City institutes an increase in benefits in vacation leave, sick leave,</p> | | | <p>ARTICLE 4: VACATIONS</p> <p>4.1 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).</p> |

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| <p>personal leave, emergency leave, wellness leave, or holiday time, the City shall institute a comparable increase in benefits for all Police Officers and Detectives.</p> <p>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:</p> <p>Years of Service Total Hours per Year 2007 and thereafter</p> <table border="0"> <tr> <td>First through Fifth</td> <td>96</td> </tr> <tr> <td>Sixth through Tenth</td> <td>128</td> </tr> <tr> <td>Eleventh through Fifteenth</td> <td>152</td> </tr> <tr> <td>Sixteenth through Twentieth</td> <td>176</td> </tr> <tr> <td>Twenty-First through Twenty-Fifth</td> <td>192</td> </tr> <tr> <td>Twenty-Sixth and above</td> <td>200</td> </tr> </table> <p>Officers may accumulate 320 hours of vacation time which can be carried over from year to year.</p> | 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 | | | <p>4.2 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.</p> |
| 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 | | | | | | | | | | | | | | |
| <p>ARTICLE 5: HOLIDAYS</p> <p>Section 5.1 Holidays</p> <p>The City and the Department recognize the holidays listed below. Officers shall receive holiday compensation for the following days:</p> | | | <p>ARTICLE 5: HOLIDAYS</p> <p>Section 5.1 Holidays</p> <p>Unless otherwise expressed in this agreement, holidays will be administered pursuant to the City Employee Handbook (pub. 6/26/18).</p> | | | | | | | | | | | | |

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| <p>Christmas Day Independence Day Martin Luther King Day New Year's Day Thanksgiving Day Labor Day Memorial Day President's Day Day after Thanksgiving</p> | | | |
| <p>Section 5.2 Floating Holidays</p> <p>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.</p> | | | <p>Section 5.2 Moving a Holiday</p> <p>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.</p> |
| <p>Section 5.3 Holiday Leave</p> <p>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.</p> | | | <p>Section 5.3 Holiday Leave</p> <p>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.</p> |
| <p>ARTICLE 6: LEAVES OF ABSENCE</p> <p>Section 6.1 General Leaves of Absence</p> <p>Leaves of Absence are governed by the City's criteria which are located in the</p> | | | <p>ARTICLE 6: LEAVES OF ABSENCE</p> <p>Section 6.1 Leaves of Absence</p> <p>Unless otherwise expressed in this agreement, leaves of absence will be</p> |

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| <p>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.</p> | | | <p>administered pursuant to the City Employee Handbook (pub. 6/26/18).</p> |
| <p>Section 6.2 Family Medical Leave</p> <p>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.</p> | | | <p>Section 6.2 Family Medical Leave</p> <p>Strike entire section</p> |
| <p>Section 6.3 Emergency Leave</p> <p>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.</p> | <p>Section 6.3 Emergency Leave</p> <p>Emergency Leave will be administered pursuant to the City's Employee Handbook (pub. 6/26/2018). For the purposes of this memorandum officers or detectives assigned to a ten (10) hour shift will be eligible for six (6) working days.</p> | <p>Section 6.3 Emergency Leave</p> <p>Strike entire section</p> | <p>Section 6.3 Emergency Leave (renumbered)</p> |
| <p>Section 6.4 Sick Leave: General Use Provisions</p> <p>The City expects employees to appear fit for duty for scheduled work periods. Unfortunately illness</p> | | | <p>6.4 Sick Leave: General Use Provisions</p> <p>Strike entire section</p> |

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| <p>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.</p> <p>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.</p> <p>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.</p> | | | |
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| <p>Section 6.5 Sick Leave Accumulation</p> <p>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:</p> <p>"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."</p> <p>Complete Years of Service with the City/ % Accrued Sick Leave Paid/ Maximum Hours Paid</p> <table border="0"> <tr> <td>0 through 4</td> <td>0%</td> <td>0</td> </tr> <tr> <td>5 and over</td> <td>25%</td> <td>Up to 260</td> </tr> </table> | 0 through 4 | 0% | 0 | 5 and over | 25% | Up to 260 | | | <p>6.5 Section Sick Leave Accumulation</p> <p>Strike entire section</p> |
| 0 through 4 | 0% | 0 | | | | | | | |
| 5 and over | 25% | Up to 260 | | | | | | | |
| <p>Section 6.6 Physical Fitness Days</p> <p>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.</p> | <p>Section 6.6 Physical Fitness Days</p> <p>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.</p> | <p>Section 6.6 Physical Fitness Days (renumber to 6.2)</p> <p>One (1) Physical Fitness Day will be granted to Officers and Detectives meeting the maximum physical fitness standard.</p> | <p>Section 6.6 Physical Fitness Days (renumbered)</p> | | | | | | |

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| <p>Section 6.7 Minimum Physical Fitness Standard</p> <ol style="list-style-type: none"> 1. Resting heartbeat of 90 beats per minute maximum. 2. Blood pressure maximum 145/90. | <p>Section 6.7 Minimum Physical</p> <ol style="list-style-type: none"> 1. Resting heartbeat of 90 beats per minute maximum. 2. Blood pressure maximum 145/90. | <p>Section 6.7 Minimum Physical Fitness Standard Strike Entire Section</p> | <p>Section 6.7 Minimum Physical Fitness Standard (renumbered)</p> |
| <p>Section 6.8 Maximum Physical Fitness Standard</p> <p>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.</p> <p>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.</p> <p>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.</p> | | | <p>Section 6.8 Maximum Physical Fitness Standard (renumbered)</p> <p>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.</p> <p>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.</p> <p>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.</p> |

The following table defines the standards that must be met:

Men Age

20-29

30-39

40-49

50-59

Women Age

20-29

30-39

40-49

50-59

1.5 mile timed run

11:41

12:20

13:14

14:24

1.5 mile timed run

14:24

15:08

15:57

16:58

sit-ups

42

39

34

28

sit-ups

38

The following table defines the standards that must be met:

Men Age

20-29

30-39

40-49

50-59

Women Age

20-29

30-39

40-49

50-59

1.5 mile timed run

11:41

12:20

13:14

14:24

1.5 mile timed run

14:24

15:08

15:57

16:58

sit-ups

42

39

34

28

sit-ups

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| <p>29 24 20</p> <p>bench press 1.14 .98 .88 .79</p> <p>bench press .70 .60 .54 .48</p> | | | <p>38 29 24 20</p> <p>bench press 1.14 .98 .88 .79</p> <p>bench press .70 .60 .54 .48</p> |
| <p>Section 6.9 Wellness Days*</p> <p>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) well ness days can be accrued and carried over year to year.</p> | | | <p>Section 6.9 Wellness Days (renumbered)</p> <p>Wellness days will be administered pursuant to the City Employee Handbook (pub. 6/26/18).</p> |
| <p>Section 6.10 Personal Leave</p> <p>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.</p> | | | <p>Section 6.10 Personal Leave (renumbered)</p> <p>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.</p> |

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| <p>ARTICLE 7: INSURANCE</p> <p>Section 7.1 Insurance</p> <p>Health/Dental and Prescription Plan. The City shall provide a health plan to employees covered under this MOU under such premium requirements and coverage requirements available to all city employees during the term of this memorandum.</p> <p>Payroll Deduction. The employee's contribution to dependent coverage will be accomplished through payroll deduction.</p> <p>Insurance Carrier. The carrier providing health/dental and prescription insurance will be identified by the City after obtaining employee input from the City's Health Care Committee.</p> <p>Retiree Health Insurance. The City shall provide health insurance to retirees under such premium requirements and coverage requirements available to all eligible city retirees during the term of this memorandum.</p> <p>Life Insurance.</p> <p>a) Life insurance for officers will be in the amount of \$20,000 paid by the City.</p> | | | <p>ARTICLE 7: INSURANCE</p> <p>Section 7.1 Insurance</p> <p>Section 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.</p> <p>Section 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.</p> <p>Section 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.</p> |
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| <p>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.</p> <p>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</p> | | | |
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| <p>not a party to this provision and will not replace it if discontinued by the U.S. Department of Justice.</p> <p>d) Professional Insurance. The City will provide professional liability insurance in coverage limits and amounts determined by the City.</p> | | | |
| <p>Section 7.2 Injury in the Line of Duty</p> <p>Worker's Compensation coverage for all job-related injuries and Kansas Police and Fire Retirement System disability coverage is provided by the City.</p> <p>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:</p> <ol style="list-style-type: none"> 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. | | | <p>Section 7.2 Injury in the Line of Duty</p> <p>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.</p> <p>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.</p> <ol style="list-style-type: none"> 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. |

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| <p>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.</p> <p>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.</p> <p>Causes of Injury</p> <p>The following are specific causes of injury:</p> <ol style="list-style-type: none"> 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. | | | <ol style="list-style-type: none"> 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. <p>7.2.3 Causes of Injury</p> <p>The following are specific causes of injuries covered by Section 7.2.2.</p> <ol style="list-style-type: none"> 1. Shot with a lethal weapon. |
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| <p>4. Injuries sustained while chasing on foot a suspect, prisoner or mentally deranged person.</p> <p>5. Injuries inflicted by an animal, suspect, prisoner, mob, or a mentally ill person.</p> <p>6. While operating a Department vehicle with the emergency equipment in use, while in pursuit of a murderer, armed person or a violent subject.</p> <p>7. While in the process of attempting to rescue a person.</p> <p>8. Inhalation of poisonous chemicals or gases at hazardous material incidents, clandestine narcotics labs, industrial accidents, or similar situations.</p> <p>9. Responding to or actively working a natural disaster or terrorist act.</p> <p>10. The Chief of Police may recommend injury leave for similar injuries.</p> | | | <p>2. Stabbed or cut with a knife, edged weapon, glass or other dangerous object.</p> <p>3. Hit by an automobile arising out of the scope of such employee's employment with the City.</p> <p>4. Injuries sustained while chasing on foot a suspect, prisoner or mentally deranged person.</p> <p>5. Injuries inflicted by an animal, suspect, prisoner, mob, or a mentally ill person.</p> <p>6. While operating a Department vehicle with the emergency equipment in use, while in lawful pursuit pursuant to the Department's Lawful Pursuit Policy.</p> <p>7. While involved in a vehicle accident while operating a Department vehicle according to Department Policy.</p> <p>8. While in the process of attempting to rescue a person.</p> <p>9. Inhalation of poisonous chemicals or gases at hazardous material incidents, clandestine</p> |
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| | | | <p>narcotics labs, industrial accidents, or similar situations.</p> <p>10. Responding to or actively working a natural disaster or terrorist act.</p> <p>11. The Chief of Police may recommend injury leave for similar injuries.</p> |
| <p>Section 7.3 Funeral Expenses</p> <p>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.</p> | <p>Section 7.3 Funeral Expenses</p> <p>The City will pay the reasonable cost of appropriate funeral expenses, not to exceed \$10,000, for officers killed in the line of duty. The Chief of Police or the Chief's designee will liaison with the family or estate to assist with funeral arrangements if the surviving family or estate wishes. The City will make payments associated with funeral expenses directly to the vendor.</p> | <p>Section 7.3 Funeral Expenses</p> <p>Appropriate funeral expenses, in an amount not to exceed \$5,000 for Officers or Detectives killed in the line of duty and will be paid by the City directly to vendors. The Chief of Police or the Chief's designee will liaison with the family or estate to assist with funeral arrangements if the surviving family or estate wishes. The City will make payments associated with funeral expenses directly to the vendor.</p> | <p>Section 7.3 Funeral Expenses</p> |
| <p>Section 7.4 Contagious Diseases-Medical Expenses for Officer's Family</p> <p>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</p> | | | <p>Section 7.4 Contagious Diseases and Hazardous Materials/Chemicals-Medical Expenses for the Family of an Officer or Detective</p> <p>The City agrees to pay reasonable medical expenses for inoculation, immunization, or treatment of an</p> |

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| <p>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.</p> | | | <p>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.</p> |
| | | | <p>Proposed Section 7.5 Mental Health Treatment / Wellness Program</p> <p>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.</p> <p>(letter to be prepared and attached)</p> |

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| <p>ARTICLE 8: EDUCATION</p> <p>Section 8.1 General</p> <p>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.</p> | | | <p>ARTICLE 8: EDUCATION</p> <p>Section 8.1 General</p> <p>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.</p> |
| <p>Section 8.2 Tuition and book reimbursement</p> <p>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:</p> | | | <p>Section 8.2 Tuition and Book Reimbursement</p> <p>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:</p> |

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| <p>a) The City will reimburse 50 percent of the cost of tuition and books for non-degree seeking candidates. The officer may retain ownership of the books.</p> <p>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.</p> | | | <p>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.</p> <p>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.</p> |
| <p>Section 8.3 Professional Schools</p> <p>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</p> | | | <p>Section 8.3 Professional Schools</p> <p>Strike entire section</p> |

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| <p>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.</p> | | | |
| <p>ARTICLE 9: EQUIPMENT, CLOTHING, AND UNIFORMS</p> <p>Section 9.1 Equipment</p> <p>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.</p> | | | <p>ARTICLE 9: EQUIPMENT, CLOTHING, AND UNIFORMS</p> <p>Section 9.1 Equipment</p> <p>Strike entire section</p> |
| <p>Section 9.2 Clothing</p> <p>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.</p> | | | <p>Section 9.2 Clothing</p> <p>Strike entire section</p> |

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| <p>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.</p> | | | |
| <p>Section 9.3 Bullet Resistant Vest</p> <p>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.</p> | | | <p>Section 9.3 Bullet Resistant Vest (renumber to 9.1)</p> <p>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.</p> |
| <p>Section 9.4 Uniforms</p> <p>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.</p> | | | <p>Section 9.4 Uniforms and Clothing (renumber to 9.2)</p> <p>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</p> |

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| | | | to IRS regulations, for appropriate dry cleaning of uniforms and other department issued clothing. |
| <p>Section 9.5 Equipment Allowance</p> <p>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.</p> | | | <p>Section 9.5 Equipment/Clothing Allowance (renumber to 9.3)</p> <p>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.</p> |
| <p>Section 9.6 Property Damage Reimbursement</p> <p>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.</p> <p>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.</p> | | | <p>Section 9.6 Property Damage Reimbursement (renumber to 9.4)</p> <p>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.</p> <p>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.</p> |

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| <p>ARTICLE 10: JOINT STANDING COMMITTEES</p> <p>10.1 Committees Defined</p> <p>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.</p> <p>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.</p> | | | <p>ARTICLE 10: JOINT STANDING COMMITTEES</p> <p>10.1 Committees Defined</p> <p>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.</p> <p>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</p> |

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| | | | <p>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.</p> <p>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.</p> |
| <p>ARTICLE 11: SENIORITY</p> <p>Section 11.1 General</p> <p>a) All other factors being equal, seniority will govern in bidding for shift assignments, selection of vacation days, whenever possible regular days</p> | | | <p>ARTICLE 11: SENIORITY</p> <p>Section 11.1 General</p> <p>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</p> |

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| <p>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.</p> <p>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.</p> <p>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.</p> | | | <p>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.</p> <p>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.</p> <p>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).</p> <p>(Attachment D to be prepared and attached)</p> |
| <p>ARTICLE 12: HOURS OF WORK</p> <p>Section 12.1 General</p> | | | <p>ARTICLE 12: HOURS OF WORK</p> <p>Section 12.1 General</p> |

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| <p>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.</p> | | | <p>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.</p> |
| <p>Section 12.2 Schedule Changes</p> <p>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.</p> | | | <p>Section 12.2 Schedule Changes</p> <p>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.</p> |
| <p>Section 12.3 Roll Call</p> <p>Roll call and debriefing will be included in the shift.</p> | | | <p>Section 12.3 Roll Call</p> <p>strike entire section</p> |

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| <p>ARTICLE 13: OFFICE OF PROFESSIONAL ACCOUNTABILITY AND DISCIPLINARY PROCESS</p> <p>Section 13.1 General</p> <p>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.</p> | | | <p>ARTICLE 13: OFFICE OF PROFESSIONAL ACCOUNTABILITY AND DISCIPLINARY PROCESS</p> <p>Section 13.1 General</p> <p>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 cannot participate in the discussion. During the investigation, the peer shall keep all information confidential. At the conclusion of the investigation, the peer must have the 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.</p> |
| <p>Section 13.2 Officer's Privacy</p> <p>The Department will make every effort to safeguard an officer's privacy when an officer is under criminal or administrative investigation.</p> | | | <p>Section 13.2 Officer's and Detective's Privacy</p> <p>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.</p> |

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| <p>ARTICLE 14: RANGE</p> <p>Section 14.1 Range: General</p> <p>Officers will qualify at the range as required by the Department.</p> | | | <p>ARTICLE 14: RANGE</p> <p>Section 14.1 Range: General</p> <p>Officers and Detectives will qualify at the range as required by the Department.</p> |
| <p>Section 14.2 Range Time</p> <p>Officers assigned to firearms qualification at a time other than during their tour of duty will be assured two hours of overtime.</p> | | | <p>Section 14.2 Range Qualification Time</p> <p>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.</p> |
| <p>Section 14.3 Ammunition Allotment</p> <p>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</p> | | | <p>Section 14.3 Ammunition Allotment</p> <p>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.</p> |

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| <p>sponsored practice session at the range.</p> | | | |
| <p>ARTICLE 15: MISCELLANEOUS</p> <p>Section 15.1 Legal Services</p> <p>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.</p> | | | <p>ARTICLE 15: MISCELLANEOUS</p> <p>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.</p> |
| <p>Section 15.2 Off Duty Activities</p> <p>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.</p> | | | <p>Section 15.2 Off Duty Activities</p> <p>Strike entire section</p> |
| <p>Section 15.3 Evaluation System Discussion</p> <p>The City and the LPOA agree to work cooperatively to improve the existing performance evaluation system.</p> | | | <p>Section 15.3 Evaluation System Discussion</p> <p>Strike entire section</p> |

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| <p>ARTICLE 16: SAVINGS CLAUSE</p> <p>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.</p> <p>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.</p> | | | <p>ARTICLE 16: SAVINGS CLAUSE</p> <p>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.</p> <p>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.</p> |
| <p>ARTICLE 17: ADOPTION</p> <p>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.</p> | | | <p>ARTICLE 17: ADOPTION</p> <p>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.</p> |

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| Compensation Program for Officers and Detectives | | | Compensation Program for Officers and Detectives pending resolution of 3.1 and 3.2. Agreed: New Competencies: Drug Recognition Expert Public Affairs Officer Deleted Competency: Neighborhood Resource Officer |
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