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

January 1, 2019 through December 31, 2020

Stuart Boley, Mayor City of Lawrence, Kansas	Andrew Fennelly, Chair Lawrence Police Officers' Association

ATTEST:

Sherri Riedemann, City Clerk

Date

PREAMBLE

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

MEMORANDUM OF UNDERSTANDING

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

WORK ENVIRONMENT

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

MEMORANDUM PROCEDURES

After approval of an MOU, the parties agree to meet and discuss in good faith problems of mutual concern including changes in wages, working conditions, or benefits that occur throughout the terms of this Memorandum. These discussions shall not be considered negotiations nor subject to the Impasse Procedures of the Employee Relations Resolution 6817. Based upon these discussions, if the parties agree that minor contractual revisions which do not significantly increase or decrease the substantive rights and/or obligations of the parties under the terms of this Memorandum are necessary, then the City Manager or Manager's designee and the LPOA President may effectuate such necessary revisions by execution of an appropriate letter of understanding. All other contractual revisions which do significantly increase or decrease the parties' substantive rights and/or obligations shall be through amendment of this Memorandum.

DEFINITIONS

Shift: The number of consecutive hours during which an officer or detective is normally assigned by supervision. Supervision will make reasonable efforts not to split a shift.

Work Period: The fourteen-day period used for recording hours worked.

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

MANAGEMENT AND EMPLOYEE RIGHTS UNDER RESOLUTION 6817

These rights are defined under Resolution 6817.

ARTICLE 1: LPOA STATUS AND RIGHTS

Section 1.1 Right of Organization

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

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

Section 1.2 Right of Representation

In accordance with City Resolution No. 6817, the LPOA is recognized for the term of this agreement as the representative of officers and detectives holding a classification in a regular, full-time position in the Lawrence Police Department. The LPOA may negotiate with the City of Lawrence, Kansas, on issues concerning wages and/or fringe benefits and/or working conditions for the purpose of administering this Memorandum. Notwithstanding the 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.

Section 1.3 Entire Memorandum of Understanding

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

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

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

Section 1.4 List of LPOA Officers

Beginning on or before December 31 of each year, the LPOA will submit a list of LPOA Executive Board members for the following year to the Chief of Police. The LPOA will forward a copy of the list to the City Clerk.

Section 1.5 Dues Deduction

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

Section 1.6 LPOA Business

1.6.1 Negotiations

Subject to staffing requirements, the Chief of Police will continue to work with LPOA representatives to determine if accommodations can be arranged for the purpose of facilitating negotiations. Officers may request in writing to the Chief of Police permission to engage in LPOA negotiation sessions while on duty. The Chief of Police may grant such requests at the Chief's discretion. The Chief of Police and the LPOA agree to meet as necessary to discuss issues of mutual concern.

1.6.2 Training

Each calendar year the Department will provide a pool of 48 training hours for the LPOA Executive Board to attend LPOA related training subject to the following conditions:

1) Requests are to be in writing to include a synopsis of the training;
2) Requests are to be submitted at least 45 days prior to the training;
3) Adequate staffing is available;
4) The LPOA pays associated cost for the training;
5) If the training day extends beyond the normally assigned shift length, no overtime will be paid by the City, and the extra time will not be counted as additional hours worked; and
6) Executive Board members may request in writing to the Chief of Police additional time as needed to engage in LPOA training. The Chief of Police may grant this time at the Chief or Chief's designee's discretion.

1.6.3 Other Business

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

Section 1.7 Due Process

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

Section 1.8 Use of City Facilities

1.8.1 The City will provide storage space in a police facility for LPOA files and documents, the size and location determined by the Chief of Police.

1.8.2 The City will allow the LPOA bulletin board space in police facilities where members are assigned for LPOA related business, the size and location are determined by the Chief of Police. The bulletin boards will be provided and maintained in a professional manner by the LPOA. The material posted will follow all department and city policies for appropriate workplace conduct and language.

1.8.3 The City will allow the LPOA to utilize the City's electronic mail "e-mail" system for the purpose of disseminating LPOA meeting times, location and agenda as long as such methods of communication exist and are utilized by the department. No other uses of these systems is permitted. All City and Department Electronic E-mail, Internet Use and Computer Use Policies shall be followed at all times.

1.8.4 Department mailboxes may be used for confidential communication on any LPOA topic as long as the LPOA seals the information in an LPOA identified envelope as long as such methods of communication exist and are utilized by the department.

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

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

ARTICLE 2: LPOA COOPERATION

Section 2.1 LPOA Cooperation

The LPOA recognizes the need for improved methods in providing police services to the citizens of the City of Lawrence. The LPOA agrees to cooperate with the City and the Department in the implementation of such methods, to suggest improved methods in the education of its members, and to recognize the necessity for such changes and improvements.

Section 2.2 Rules and Regulations

The LPOA agrees to comply with all Department rules and regulations.

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

Section 2.3 Political Activities

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

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

ARTICLE 3: COMPENSATION

Section 3.1 Compensation Plan

During the term of this MOU, the compensation plan for Police Officer and Detective will follow and be fully funded according to the City's Police Pay Plan as per the attached Lawrence, Kansas Police Department Compensation Program for Officers and Detectives (Attachment 1).

Section 3.2 Wage Adjustment

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

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 merit increase on their 9th anniversary. No general wage adjustment shall be added for Officers in 2019.

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.

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 acknowledged that the attached compensation program does not include a general wage adjustment for pay grade 302, Detective.

Section 3.3 Longevity

The City provides Longevity pay as a bonus to employees who accumulated an advanced level of knowledge, skills and experience. Employees hired before 1/1/2019 are eligible for this benefit upon completing 5 years of service. A qualifying employee will receive the following amounts on an annual basis: $250 for 5 to 9 years of service, $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 paid in December of each year. Employees hired 1/1/2019 or after are not eligible for Section 3.3.

Section 3.4 Overtime and Compensatory Time

3.4.1 Time worked in excess of the normal daily scheduled shift shall be paid at time-and-one-half. With any accumulation of overtime in excess of one shift during a work period, the Chief of Police will have the option to alter the work cycle with reasonable notice. An officer may not accrue more than sixty (60) hours of compensatory time (40 hours of overtime). An Officer or Detective who has accrued sixty (60) hours of compensatory time off shall, for additional overtime hours of work, be paid at the overtime rate of compensation. Any time worked in excess of twelve (12) consecutive hours in any one day shall be paid at double time.

3.4.2 In the event an Officer's or Detective's unplanned overtime work assignment of greater than 4 hours continues into the next scheduled shift, the employee will continue to be compensated according to the overtime rules until a break of at least 6 hours is provided. If the Officer or Detective is released prior to the end of the regularly scheduled shift, the employee may elect to use available and appropriate benefit time.

3.4.3 Employees shall not be required to attend training without being scheduled off duty for at least six (6) hours prior to the beginning of training. If an Officer or Detective is scheduled to attend training within six (6) hours of completion of a normally scheduled shift the department will allow the Officer or Detective to move a regular day off to cover the conflicting shift. An Officer or Detective may elect to use available and appropriate benefit time in lieu of moving a regular day off. Nothing in this section will prevent the Chief of Police from canceling the scheduled training.

3.4.4 The City will pay out in the final pay period of the payroll year any accrued but unused compensatory time. No balance will be carried over into the subsequent year. Any accrued but unused compensatory time will be paid out at termination of employment at the regular rate received by the Officer or Detective.

3.4.5 Compensatory time shall, unless otherwise approved, be taken in full shift increments.

3.4.6 Staffing availability will be the key factor in determining if compensatory time can be taken. The Chief of Police or the Chief's designee will insure adequate staffing is available prior to granting compensatory time off.

3.4.7 Compensatory time is subject to any regulations promulgated by the Department of Labor, as per the Fair Labor Standards Act.

3.4.8 An Officer or Detective may elect to receive payment for accumulated compensatory time to be paid in the corresponding pay period.

Section 3.5 Court Time

3.5.1 Court time during regularly scheduled work hours will be part of normal compensation.

3.5.2 Officers and Detectives will be paid a minimum of two (2) hours at one and one-half (1.5) times their regular rate of pay for court time, supervisory approved pre-trial conferences, ABC hearings or driver's license hearings when required to appear outside of normally scheduled work hours. Court time will not be used toward the accumulation of double time, unless the court appearance is one hour or less before or after a scheduled shift.

3.5.3 Once an Officer or Detective has completed their court appearance, the Officer or Detective will notify an on-duty supervisor in person that he/she has completed their court appearance duties. If a supervisor is not readily available, the Officer or Detective will contact the on-duty supervisor using the Department's intranet paging system, cellular phone, or police radio system.

3.5.4 The City will provide access to Department vehicles, as determined available and approved by a supervisor, for the purposes of traveling between Department facilities and court locations.

Section 3.6 Call Back

Any Officer or Detective who has completed their tour of duty and who has been released, or who is called in on their 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 the on duty supervisor. Court time on scheduled appearances of regular duty will not be considered Call-Back.

Section 3.7 On-Call

Any Officer or Detective may be placed on-call by the Chief of Police or Chief's designee. On-Call will be administered pursuant to the City's On-Call policy in the City Employee Handbook (pub. 6/26/18). For the purpose of this memorandum Officers and Detectives will be compensated at one (1) hour overtime for being On-Call on regular work days, and two (2) hours of overtime for being On-Call on regular days off or holidays. On-Call pay shall not be applied to actual time worked. Actual time worked shall be compensated as overtime in addition to On-Call pay. On-Call pay shall not be used in the calculation of double time, however actual hours worked shall be.

Section 3.8 Shift Differential

A shift differential of 50 cents an hour will be paid to Police 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 Police Officers who work the second shift (early swing shift).

ARTICLE 4: VACATIONS

Section 4.1 General

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

Section 4.2 Pay Out of Vacation

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

ARTICLE 5: HOLIDAYS

Section 5.1 Holidays

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

Section 5.2 Moving a Holiday

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

Section 5.3 Holiday Leave

An Officer or Detective working on a holiday may elect either to receive holiday pay for the hours actually worked or to receive a shift off during the work period.

ARTICLE 6: LEAVES OF ABSENCE

Section 6.1 Leaves of Absence

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

Section 6.2 Emergency Leave

Emergency Leave will be administered pursuant to the City 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 five (5) working days.

Section 6.3 Physical Fitness Days

One (1) Physical Fitness Day will be granted to Police Officers and Detectives meeting the maximum physical fitness standard.

Section 6.4 Maximum Physical Fitness Standard

Sit-ups: The Officer or Detective will perform a bent knee sit-up with hands clasped behind the head and may have another individual hold his/her feet. A sit-up shall be counted each time the officer touches the ground and then brings the elbows forward to touch the knees. The test will conclude after sixty seconds.

Bench press: The Officer or Detective will perform a single bench press using free weights. The bench press will consist of an assist to the maximum extension of the arms, drop to touch the chest, and completed with extended arms and locked elbows.

One and one-half mile run: The Officer or Detective shall physically traverse a one and one-half mile course within a single time span. The test will conclude after a maximum of twenty- two minutes.

The following table defines the standards that must be met:

Men Age	1.5 mile Timed Run	Sit-Ups	Bench Press
20-29	11:41	42	1.14
30-39	12:20	39	.98
40-49	13:14	34	.88
50-59	14:24	28	.79

Women Age	1.5 mile Timed Run	Sit-Ups	Bench Press
20-29	14:24	38	.70

30-39	15:08	29	.60
40-49	15:57	24	.54
50-59	16:58	20	.48

Section 6.5 Wellness Days

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

Section 6.6 Personal Leave

Each Officer or Detective shall be eligible for three personal days each year. Personal days shall not accrue beyond the three-day limit. Note: these three personal days shall not be converted from accumulated sick leave.

ARTICLE 7: INSURANCE

Section 7.1 Insurance

7.1.1 Health, Dental and Prescription Plan

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

7.1.2 Life Insurance

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

7.1.3 Death Benefit via KP&F

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

Section 7.2 Injury in the Line of Duty

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

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

1) The City will pay the difference between Worker's Compensation benefits and full salary after the seventh (7) calendar lost workday through the sixtieth (60) lost workday.

2) Injuries, in accordance with this article, of over five (5) continuous calendar days term shall cause any so charged sick leave to be restored.

3) The injured Officer or Detective may use accumulated vacation and sick leave after the sixtieth (60) lost workday. The City will encourage the officer to apply for Worker's Compensation and pension disability benefits after the sixtieth (60) lost workday.

4) If released by the attending physician for such, the Chief of Police will determine and approve if positions are available for light duty work. No Officer or Detective is guaranteed another position in the Department if the physician rules that he or she can no longer physically perform the duties of the Officer or Detective's original position. Officers and Detectives may apply and will be considered for any available open position in any City department depending on their fitness and ability to perform the job functions of another position.

7.2.3 Causes of Injury

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

1) Shot with a lethal weapon.

2) Stabbed or cut with a knife, edged weapon, glass or other dangerous object.

3) Hit by an automobile arising out of the scope of such employee's employment with the City.

4) Injuries sustained while chasing on foot a suspect, prisoner or mentally deranged person.

5) Injuries inflicted by an animal, suspect, prisoner, mob, or a mentally ill person.

6) While operating a Department vehicle with the emergency equipment in use, while in lawful pursuit pursuant to the Department's Lawful Pursuit Policy.

7) While involved in a vehicle accident while operating a Department vehicle according to Department Policy.

8) While in the process of attempting to rescue a person.

9) Inhalation of poisonous chemicals or gases at hazardous material incidents, clandestine narcotics labs, industrial accidents, or similar situations.

10) Responding to or actively working a natural disaster or terrorist act.

11) The Chief of Police may recommend injury leave for similar injuries.

Section 7.3 Funeral Expenses

Appropriate funeral expenses, in an amount not to exceed $10,000 for Police Officers or Detectives killed in the line of duty 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.

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

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

Section 7.5 Mental Health Treatment / Wellness Program

The City and LPOA agree to work together to implement a mental health wellness program for Officers and Detectives, the details of which will be established and identified in a letter of understanding (Attachment 2) with said program to be included in the 2020 City Manager's recommended budget.

ARTICLE 8: EDUCATION

Section 8.1 General

The LPOA, City and the Department encourage Officers and Detectives to further their education. However, an Officer's and Detectives' first commitment must be to the Lawrence Police Department.

Section 8.2 Tuition and Book Reimbursement

Tuition and book reimbursement incentives will be provided to encourage an increase in the level of formal education of Department members. The maximum reimbursable amount will be calculated at 75 percent of the per credit hour cost for undergraduate or graduate programs at the University of Kansas to a maximum of 15 credit hours annually. The eligibility criterion for all tuition and book reimbursement incentives is two years of service with the Department. If an

Officer or Detective receives approval from the Chief of Police and City Manager prior to enrollment and the Chief of Police determines the class is relevant and beneficial to police work, the City will reimburse any LPOA member who achieves a 2.0 grade or greater under the following schedule:

1. The City will reimburse 50 percent of the cost of tuition and books for non-degree seeking candidates. The Officer or Detective may retain ownership of the books.
2. The City will reimburse, at the University of Kansas equivalent per credit hour rate, 75 percent of the cost of tuition and books for degree seeking candidates. The books shall remain the property of the Department. Any Officer or Detective who receives book or tuition reimbursement is required to commit to two additional years of service with the Department subsequent to the receipt of the final reimbursement. Officers or Detectives who voluntarily separate from the Department shall fully reimburse the City for any tuition or book payments they received during the two year period preceding the separation.

ARTICLE 9: EQUIPMENT, CLOTHING, AND UNIFORMS

Section 9.1 Bullet Resistant Vest

The City will provide the first bullet resistant vest to newly hired officers or detectives. The vest will be threat level IIIA using the NIJ standards at the time of purchase. When the vest expires according to the manufacturer's recommendations, the City will provide a new vest of equal threat level protection. The City will continue to replace vests as they expire throughout the time the officer is employed by the City.

Section 9.2 Uniforms and Clothing

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

Section 9.3 Equipment/Clothing Allowance

The equipment and/or clothing allowance for all Officers and Detectives shall be $300 annually. This allowance will be paid as a lump sum payment in the first February pay check of each year.

Section 9.4 Property Damage Reimbursement

At the discretion of the Chief of Police, the City shall repair or replace an Officer’s or Detective's personal property damaged or destroyed in the line of duty up to a maximum of $350 per item. No payment shall be made for damage due to the negligent action or inaction of the officer.

Upon the recommendation of the Chief of Police, payment to cover the cost of the department approved firearm as specified by the Chief of Police shall be made by the City in the case of damage to or the loss of an Officer's or Detective's duty weapon. No payment shall be made due to the negligent action or inaction of the Officer or Detective.

ARTICLE 10: JOINT STANDING COMMITTEES

10.1 Committees Defined

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

10.2 Committees

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

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

ARTICLE 11: SENIORITY

Section 11.1 General

11.1.1 The current process for shift bid and assignment is as defined in Attachment 3. Seniority is a component in this process as well as distribution of Officers and Detectives

with less than two years of service on the Department. The Chief of Police retains the unilateral authority to assign shifts that the Chief determines are in the best interest of the Department. Both parties agree that the current shift bid process works well and is not subject to major change during the term of this agreement.

11.1.2 Seniority shall be measured by continuous full-time service as a sworn Officer in the Department from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence. In other circumstances not covered as a break in service, the Chief of Police may reinstate the officer's seniority from their initial hiring date, for the purposes as defined in paragraph 11.1.1.

11.1.3 The City in its discretion shall determine if furloughs, layoffs or reduction in force are necessary. The City will determine the process and criteria following policy contained in the City Employee Handbook (pub. 6/26/18).

ARTICLE 12: HOURS OF WORK

Section 12.1 General

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

Section 12.2 Schedule Changes

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

ARTICLE 13: OFFICE OF PROFESSIONAL ACCOUNTABILITY AND DISCIPLINARY PROCESS

Section 13.1 General

A sworn employee has the right to request the presence of a peer representative during any meeting with an investigator or supervisor when they reasonably believe they may be suspended or terminated as a result of the interview. The peer may be present but 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 permission of the

investigated employee to share the information, as long as the information does not violate the privacy or disclose the identity or alleged misconduct of another employee.

Section 13.2 Officer's and Detective's Privacy

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

ARTICLE 14: RANGE

Section 14.1 Range: General

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

Section 14.2 Range Qualification Time

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

Section 14.3 Ammunition Allotment

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

ARTICLE 15: MISCELLANEOUS

Section 15.1 Indemnification Language

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

ARTICLE 16: SAVINGS CLAUSE

If any article or subsection of this agreement should be found by a legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other

articles and sections of this agreement shall remain in full force and effect during the term of this agreement.

In the event of invalidation of any article or section, both the City and the LPOA agree to meet within 30 days of such determination for the purpose of arriving at a mutually satisfactory replacement of such article or section. However, if parties are unable to agree on replacement language within 30 days of the initial meeting for this purpose, the matter shall be postponed until the next scheduled negotiation session.

ARTICLE 17: ADOPTION

The signatures appearing on the cover page of this MEMORANDUM OF UNDERSTANDING are the official representatives of the respective organizations and are intended to bind the organizations to the terms laid out in this document.

LPOA MOU Attachment 1

(Reference Article 3, Sections 3.1 and 3.2)

LAWRENCE, KANSAS POLICE DEPARTMENT COMPENSATION PROGRAM FOR POLICE OFFICERS AND DETECTIVES

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

- Base Pay, which includes, within ranges, annual merit pay opportunities and competency opportunities, as recommended by the Chief of Police and approved by the City Manager;
- Overtime/Comp Time (when applicable). The Department's compensatory time procedures are described in attachment A and can be utilized in lieu of overtime subject to staffing issues and supervisory approval;
- Add Pay, as applied to the Police Training Officer program;
- Benefits, as described in the City Employee Handbook and the relevant Memorandum of Understanding;

This document serves to outline the various components of the Program. The Program consists of a pay grade for each position of Police Officer and Detective. Following are the details of the administration of the Compensation Program for these positions.

I. POLICE OFFICER

The pay grade for Police Officer is divided into equal increments or "steps" with each step representing an increase of approximately 2.5%. The Police Officer pay grade is twenty- four (24) steps and is represented in attachment C.

These twenty-four (24) steps represent Base Pay with merit and competency opportunities.

Advancement through the Police Officer pay grade can be accomplished utilizing both of the following opportunities: merit increases achieved by performing at an overall "meets expectations" or above level on annual performance evaluations and attaining specific competencies. These competencies are described in greater detail later in this document (see attachment B).

<u>Base Pay</u> for new hires with no prior police experience will be hired at Step 1. New hires to the department with prior law enforcement experience will be placed on the Police Officer pay plan commensurate with their knowledge, skills and abilities as determined by the Chief of Police. An officer new to the department will have their first opportunity for movement on the pay plan on their annual performance review.

Merit opportunities are available to an officer at the time of the Annual Performance Review. Merit pay increases can be obtained by receiving an overall "meets expectations" or above rating and the recommendation of the Chief of Police (as per the City Employee Handbook, Section II.F.).

Using the information contained in the chart below, an officer moving meritoriously through the pay plan without taking advantage of any of the competency opportunities (i.e. does not earn any of the aforementioned competencies), can typically expect to "top out" at step eighteen (18) on their ninth anniversary with the Department, provided they are meeting performance expectations.

NOTE- the top pay for the Police Officer position is at step 18 if no competencies are earned.

Milestone	Merit % Increase	Step
Hire Date	n/a	1^
1st Anniversary	5%	3*
2nd Anniversary	5%	5*
3rd Anniversary	5%	7**
4th Anniversary	5%	9*
5th Anniversary	5%	11**
6th Anniversary	5%	13
7th Anniversary	5%	15
8th Anniversary	5%	17
9th Anniversary	2.50%	18

^ assumes officer is hired at step one (1) in the pay plan

* performance evaluation includes written test

**performance evaluation includes interview with Chief of Police

Competency opportunities are available to police officers to provide additional incentive to achieve specific competencies, as identified herein, recommended by the Chief of Police, and approved by the City Manager. These competencies are defined as requiring significant effort on the part of the employee to obtain/maintain and are of specific benefit to the Department. Attachment B to this Program provides significant detail regarding the requirements for each competency.

An officer with no prior law enforcement experience are eligible to participate in this component after successfully completing two (2) years of employment with the Department, officers with prior experience before employed by the department may be eligible to participate after successfully completing one (1) year of employment. Typically, competencies can be achieved at the rate of one each year to a maximum of six (6) and are payable at the time of the performance evaluation if a new competency has been achieved since the last performance

review. Each approved competency will add 2.5% competency pay for the officer. No more than three (3) of the six (6) can come from any one of the four (4) general areas outlined below with the exception that an officer may obtain up to four (4) educational competencies. The purpose of this component of the Compensation Program is to enhance the lifelong knowledge base of the officer and in turn the Department, thus providing enhanced service quality to the citizens of Lawrence.

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

Perishable Competencies*

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

*Police officer must remain current and certified in order to be eligible to receive pay for these competencies. The loss of certification in a competency in this area will result in an equivalent loss (i.e. 2.5%) of pay. This reduction is not grievable under the City's grievance procedure.

Technical Competencies*

- Accident Investigator
- Motor Vehicle Inspector
- Evidence Technician I
- Evidence Technician II
- Expert Witness
- Drug Recognition Expert

*Police officer must remain current and certified in order to be eligible to receive pay for these competencies. The loss of certification in a competency in this area will result in an equivalent loss (i.e. 2.5%) of pay. This reduction is not grievable under the City's grievance procedure.

Educational Competencies

- Completion of 60 hours college level course work
- Bachelor's degree from accredited college/university
- Master's degree
- Foreign Language I
- Foreign Language II

- Advanced Investigations Training
- Military Service

Special Assignments (upon selection by the Chief of Police)

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

The following table illustrates the "best case scenario" for a police officer to advance through the Compensation Program with the combination of merit and competency opportunities. The actual rate of progress will be determined by the effort expended by the individual officer to perform at an overall "meets expectations" or above and to achieve/maintain each of six competencies throughout their career with the Department (as per the City Employee Handbook, Section II.F.).

Milestone	%Increase-Merit	% Increase-Competency	Step
Hire date	n/a	n/a	1
1st anniversary	5%	n/a	3
2nd anniversary	5%	2.50%	6
3rd anniversary	5%	2.50%	9
4th anniversary	5%	2.50%	12
5th anniversary	5%	2.50%	15
6th anniversary	5%	2.50%	18
7th anniversary	5%	2.50%	21

8th anniversary	5%	n/a	23
9th anniversary	2.50%	n/a	24

Overtime. The Police Officer position is a non-exempt position which means that it is not exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). Base pay is determined on an hourly basis and officers will be paid overtime (1.5 times the regular rate of pay) or are eligible for compensatory time off in lieu of overtime pay/ for working over eighty (80) hours in the designated fourteen (14) day work period or consistent with the 2019 Lawrence Police Officer's Association (LPOA) Memorandum of Understanding (MOU), for time worked in excess of the normal daily scheduled shift. The Chief of Police or designee will assign available overtime on an as needed basis and will attempt to distribute overtime throughout the workforce, when possible, keeping skills needed and officer availability in mind. Consistent with overall City compensation objectives the objective for overtime pay is that average officer overtime pay earned should not exceed 10% of the officer's earnings in any given year.

Add Pay is associated with the Police Training Officer (PTO) program which is a program essential to the ongoing training efforts by the Department to provide a mechanism to move newly hired candidates (recruits) through a rigorous process with the goal of producing well-trained police officers for assimilation into the ranks. In order to provide this program at a level that is necessary and provide adequate additional pay for the additional duties and responsibilities assigned to selected senior police officers this Add Pay element is provided as part of the Departments Compensation Plan.

The Police Training Officer is a police officer selected through a competitive selection process which can include endorsement by patrol supervisors, an interview board, endorsement of the training unit supervisors, and an interview with the Chief of Police. The assignment typically lasts a minimum of twelve (12) weeks but can be extended depending upon the progress of the recruit assigned and the recommendation of the Chief of Police.

The PTO must complete a familiarization course of the PTO program prior to assignment to a recruit. The PTO spends time demonstrating, observing, correcting and evaluating the assigned recruit's behavior against the department's standards. The PTO is responsible for daily, weekly, and final reports on the recruit's progress through the program.

A one-time payment, as recommended by the Chief of Police and approved by the City Manager, is to be paid upon the satisfactory completion of the PTO task. The PTO will be paid $125 per shift worked as a PTO.

II. DETECTIVE

The pay grade for Detective is divided into equal increments or "steps" with each step representing an increase of approximately 2.5%. The Detective pay grade is eighteen (18) steps and is represented in attachment C.

These eighteen (18) steps represent the Base Pay opportunity for Detectives. Advancement through the Detective pay grade can be accomplished utilizing merit increase opportunities achieved by performing at an overall "meets expectations" or above on annual performance evaluations and with the recommendation of the Chief of Police (as per the City Employee Handbook, Section II.F.).

Base Pay for a newly promoted detective starts at a step that is dependent upon the individual promotion opportunity. Typically, a promotional increase of 2.5% but not less than to the first step of the pay range for a police officer promoted to the Detective position will be given at the time of promotion. The first opportunity to participate in a merit increase opportunity will occur at the six month anniversary of the promotion date. Merit opportunities will continue annually thereafter until the detective either reaches the top of the pay grade or is promoted to another position in the Department.

Overtime. The Detective position is a non-exempt position which means that it is not exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). Base pay is determined on an hourly basis and detectives will be paid overtime (1.5 times the regular rate of pay) or are eligible for compensatory time off in lieu of overtime pay, for working over eighty (80) hours in the designated fourteen (14) day work period or consistent with the 2019 LPOA MOU for time worked in excess of the normal daily scheduled shift. The Chief of Police or designee will assign available overtime on an as needed basis and will attempt to distribute overtime throughout the workforce, when possible, keeping skills needed and officer availability in mind. Consistent with overall City compensation objectives, the objective for overtime pay is that average detective overtime pay earned should not exceed 10% of the detective's earnings in any given year.

Note- Detectives are not eligible for the Police Officer Competency element.

Attachments:

Attachment 1-A - Compensatory Time Procedures Police Officer and Detective Job Classifications

Attachment 1-B - Requirements for Competencies Police Officer Job Classification

Attachment 1-C - Pay Grades for Police Officer and Detective Job Classifications

Attachment 1-A

Compensatory Time Procedures

Police Officer and Detective Job Classifications

The following narrative describes the Lawrence Police Department's (LPD) compensatory time procedures for the positions of Police Officer and Detective. These procedures are utilized in certain situations in lieu of overtime, subject to staffing issues and supervisory approval. The procedures listed here are reflective of language provided in both the current Memorandum of Understanding and the LPD Policies and Procedures.

- 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 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.

- 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.

- Compensatory time shall, unless otherwise approved, be taken in full shift increments.

- 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.

- Compensatory time is subject to any regulations promulgated by the Department of Labor, as per the Fair Labor Standards Act.

- An officer or detective may elect to receive payment for accumulated compensatory time to be paid in the corresponding pay period.

Attachment 1-B

Requirements for Competencies Police Officer Job Classification

The following narratives define the specific competency component and describe the requirements that must be met and/or maintained in order to receive each competency.

Perishable Competencies

- Emergency Medical Technician (EMT) -Current State of Kansas certification as an Emergency Medical Technician or higher emergency medical certification.

- Emergency Medical Responder (EMR) - Current State of Kansas certification as an EMR. After obtaining certification, officers are required to maintain certification and training standards.

- OUI Investigator- Officers must be certified by the State of Kansas as an Intoxilizer operator. OUI investigators will be required to document at least 12 OUI investigations per year, including the use of the Intoxilizer or a blood draw. The Police Chief may waive the 12 investigations per year requirement if the officer is consistently assigned to a duty assignment that makes the completion of this requirement impractical.

- M-Squad- Officer must successfully complete all required training and recertification and attend at least 80 percent of the ten annual meetings.

- Patrol Shift Investigator- An officer must demonstrate the ability to conduct thorough, complex, long term (more than a single shift or day) investigations in both misdemeanor and felony cases. Officers must be able to document advanced investigative techniques used in 12 misdemeanor and felony cases during the previous year. Advanced investigation includes: search warrants, neighborhood canvases, recorded suspect telephone conversations, advanced fingerprinting, exhaustive interviewing techniques, multiple witness interviews, crime scene processing, evidence collection and preservation, crime scene photographs, diagrams and other techniques leading to a successful conclusion.

Technical Competencies

- Accident Investigator - An Officer must have received training in department approved advanced collision investigation and collision reconstruction course. This course work must cover Momentum, Delta-V, Vector Analysis and Time and Distance Equations. Officers must receive eight hours of annual recertification in accident investigation from department instructors. Officers must have received training in a department approved basic death investigation school. Accident investigators will be available for call out to fatality traffic accidents. Officers are able to claim only either the

Accident Investigator competency or Accident Investigations Unit competency at any one time.

- Motor Vehicle Inspector- The officer must be certified by the Federal Motor Carrier Safety Administration, which is administered by the Kansas Highway Patrol and comply with the City of Lawrence Ordinance 7991. The officer must maintain their vehicle inspector certification while receiving this competency. The officer must complete the required amount of annual inspections and attend the annual recertification training.

- Evidence Technician I- Officer must be trained in and utilize at least two different advanced evidence processing methods. Eligible Officers must document the use of advanced processing methods in at least 12 separate criminal investigations annually. Advanced processing methods include but are not limited to the use of cyanoacrylate ester fuming, ninhydrin, iodine, chemical dye staining, computer forensics, and cellular telephone processing.

- Evidence Technician II -Officer must meet the qualifications for Evidence Technician I and document attendance of at least 40 hours of continuing education in the area of crime scene processing/evidence collection. Training can include but is not limited to classes covering photography, fingerprints, shoe/tire marks, hair and fiber, DNA, rape, arson computer forensics and cellular telephone forensics. Eligible Officers must be available to conduct thorough crime scene investigations in any district during their normal shift assignment as assigned by the shift supervisor. Thorough crime scene investigations typically include documentation through photography, processing for latent prints, diagrams, collection of any and all evidence located, and the completion of all necessary lab requests.

- Expert Witness - Submit a curriculum vitae and be recognized as an expert witness in state or federal court. Officers should have the date they were recognized as an expert witness on the curriculum vitae.

- Drug Recognition Expert – Officers eligible to receive this competency will have successfully completed all necessary courses and earned all certifications as a Drug Recognition Expert (DRE), per National and Kansas Drug Evaluation and Classification Program standards. DREs are responsible for maintaining certifications and most show documentation of recertification, when requested, to retain this competency. After serving a minimum of 10 years as a DRE, the competency shall be retained.

Educational Competencies

- Completion of 60 hours college level course work or Associates Degree - Associates degree or 60 hours from an accredited college or university.

- Bachelor's degree- Bachelor's degree from an accredited college or university.

- Master's degree- Master's degree from an accredited college or university.

- Foreign Language I - The Officer must have working knowledge of a necessary* foreign language. This knowledge may be obtained through life experience or education. The Officer must be able to communicate at a level where they can conduct the following duties, including but not limited to: car stops, field interrogations, arrest/booking information and witness/victim interviews. Officers may be required to pass a verbal test to be administrated by the Chief of Police or his designee.

  *The Chief of Police will determine which languages will be defined as "necessary".

- Foreign Language II -The Officer must be fluent in speaking, reading, and writing in a necessary* foreign language and be able to be "certified" in that same necessary foreign language in State and/or Federal Court. The Officer may also be required to pass a Foreign Service Language test to qualify for this competency.

  *The Chief of Police will determine which languages will be defined as "necessary".

- Advanced Investigations Training - Any combination of two department approved specialized schools of advanced investigations techniques. Examples of such training include; Interview and Interrogation school, homicide school, Finding Words, financial crime training, entry level detective training, computer or video forensics, or advanced narcotics training.

- Military Service - Prior military service in the United States Armed Forces (Army, Air Force, Coast Guard, Marines or Navy). This service will be verified by presenting a certified copy of the members DD-214 that indicates the member was separated under honorable conditions and completed their tour of duty. If a member is currently serving in the Military Reserves or National Guard they may also apply. In these cases, the member should have already completed their initial enlistment or obligation. A letter from the employee's Commanding Officer should be submitted as verification. Additional information and documentation may be requested to verify honorable service, at the discretion of the Chief of Police.

Special Assignment Competencies

- Armorer- The Police Officer who obtains the Armorer competency is recognized by the Police Chief as an Officer who is qualified, and factory certified to service firearms used by the department. The department will pay for the Officer's certification or re-certification as required by the firearms manufacturer. An Armorer will perform duties assigned by the department including routine and detailed inspections of firearms, repairs of firearms, and preventative maintenance of firearms. Armorers assigned to such duties will be supervised by the Sergeant in charge of the range. Note- a limited number of Armorer competencies will be recognized by the Police Chief, based on the

needs of the department. An Officer who is not recognized as a department Armorer may independently attain an Armorer's certification. Recertification costs will be the responsibility of the Officer unless recognized as a department Armorer by the Police Chief.

- Drug Enforcement Investigator - The Drug Enforcement Unit Investigator competency places the Officer in a very proactive position in which the Officer has latitude in determining his/her daily activities and work hours. The Officer is primarily tasked with the investigation of violations of the Uniform Controlled Substance Act. The successful DEU Investigator will need to demonstrate strong information gathering skills. This includes development of informants through suspect interviews, citizen contacts, and interaction with other law enforcement officers and agencies. The competency requires extensive documentation of information gathered and responsibility for case progression, from initiation to successful prosecution. The DEU Investigator will represent the LPD through interaction with the district and federal court systems as well as with other law enforcement agencies. Successful completion of continuing education opportunities is also a requirement.

- Evidence Custodian - This Officer is assigned to the Evidence Division as the Evidence Custodian. The Officer is responsible for all evidence maintained by the LPD and approved agencies in Douglas County. The Officer is responsible for maintaining and proficiently using a specifically designed computer software system unique to the Evidence Division. The Officer is subject to call back after hours to assist with the entry of larger cases. The Officer is required to testify as to chain of custody in court proceedings involving evidence. The officer is responsible for the proper destruction and/or release of any evidence pursuant to state law or court rulings.

- Intoxilizer Mechanic - Mechanics must be certified in maintenance by the manufacturer of the Intoxilizer currently used by the Lawrence Police Department. Mechanics will perform routine maintenance as required by the manufacturer.

- Juvenile Investigator - A Juvenile Investigator is an Officer assigned to the Investigations Division for the purpose of investigating child abuse (physical, sexual, mental, or neglect). The Officer must demonstrate the following traits to be selected as a Juvenile Investigator:
    - above average work ethic
    - self-motivation
    - strong interviewing skills
    - superior writing skills ability to work well with others

  The Officer must be able to complete and apply specialized training in interviewing children, laws applying to child abuse, and interviewing child abuse suspects. The Juvenile Investigator must work closely with members of other divisions within the

Police Department as well as the Douglas County District Attorney's Office, school officials, members of state social welfare organizations and members of applicable state agencies. While assigned to the Investigations Division, the Officer must assist in other investigations as assigned. Successful completion of continuing education opportunities is also a requirement.

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

- School Resource Officer- The School Resource Officer (SRO) will provide a variety of educational opportunities to the school community. The SRO will provide informal information and advice to students, parents, and administrators and provide a positive law enforcement presence in the school community. To attain this competency, an Officer must receive the endorsement of their current supervisor, successfully complete the interview board, and demonstrate a desire to serve as an SRO.

  General Description of SRO Duties:

  - The SRO will be required to develop lesson plans relevant to law enforcement, crime prevention, alcohol and drug education to be presented to students, faculty, parents, and public groups.
  - The SRO will demonstrate ingenuity in proposing new programs, lesson plans, and updating presentations.
  - The SRO will advise students on responsibilities and procedures concerning criminal matters or related concerns.
  - The SRO will investigate criminal offenses, traffic accidents, and other concerns involving their assigned schools, relating to law enforcement.
  - The SRO will be proactive concerning issues of safety, security, and criminal activity in their school environment.
  - The SRO will attend related off-campus activities involving students as assigned by the Unit Sergeant.
  - The SRO will spend at least 75% other their time in and around schools when in session.

  The SRO will build a positive rapport with the students and administration of their assigned schools.

- Accident Investigation Unit Officer- The Officer must maintain as a minimum, the requirements for the Accident Investigator competency. Accident Investigation Unit Officers will conduct selective traffic enforcement, work with civic groups and local

schools to promote safe driving and child/passenger restraint safety. At the direction of the unit supervisor, the Accident Investigation Unit Officers will conduct random sobriety checkpoints and saturation patrols. Accident Investigation Unit Officers will work all fatality, life threatening injuries, and City vehicle accidents. Accident Investigation Unit Officers will be responsible for the maintenance and the notification for repair of all equipment assigned to them. Officers are able to claim only either the Accident Investigator competency or Accident Investigations Unit competency at any one time.

- Training Unit Officer- The Training Unit Officer will assist in the coordination of mini-academies by proposing topics, assisting in arranging for instructors, providing logistical support, and assisting in recordkeeping. The Training Unit Officer will assist in the coordination of the Recruit Training Academy by assisting in arranging for instructors, preparing lesson plans and training objectives, presenting classroom instruction, providing logistical support, and assisting in recordkeeping. The Training Unit Officer shall have a command of the State-mandated training curriculum. The Training Unit Officer will assist in the coordination of the field training process and conduct background investigations of recruit candidates. The Training Unit Officer will assist in the coordination of the Citizens' Academy by proposing topics for inclusion, assisting in arranging for instructors, preparing lesson plans, presenting classroom instruction, and providing logistical support. The Training Unit Officer will adopt an area of instruction within the Recruit or Mini-Academy areas, obtain training or research to become a qualified instruction, and hone teaching and presentation skills to facilitate instruction. Other duties that may be assigned to the Training Unit Officer are the coordination of the ride-along program, and assistance to outside agencies in training issues. To attain this competency, an Officer must receive the endorsement of their current supervisor, successfully complete the interview board, and demonstrate a desire to serve as a Training Unit Officer.

- Dive Team- Officers eligible for the Dive Team competency are those officers serving on the Douglas County Underwater Search and Recovery Team. Officers must successfully complete and maintain Public Safety Diving Standards and base-line certifications as set forth in the Standard Operating Procedures for the team. All team members will attend 80% of the annual trainings.

- Patrol Service Dog (PSD) Handler- PSD Handler are those officers actively serving in the PSD Unit. PSD Handler's must complete a department approved training and maintain the continuing education standards of the certifying agency. PSD handlers are responsible for the care, training, training records and maintenance of their service animal. PSD Handler's shall be proficient and demonstrate the ability to handle a police K-9 for narcotics detection, ground disturbance detection, criminal apprehension, building searches and a variety of other patrol related activities. PSD Handlers will be responsible for demonstrations at the discretion of the supervision of the PSD Unit. An Officer who successfully completes a tour as a PSD handler may maintain their competency.

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

- Public Affairs Officer - The Public Affairs Unit (PAU) Officer will be responsible for proactive interaction with the general public of Lawrence in a wide variety of public relations efforts. The PEOs will respond to requests for public speaking engagements, Basic Recruit Academy recruiting efforts, and other community interactions. The PAU Officer will seek out additional avenues to present timely and seasonal crime prevention programs, explain departmental policies and procedures, and complete tasks assigned by the Chief of Police. PAU Officer will be responsible for participating in department marketing and social media activities to promote the Lawrence Police Department to members of the general public.

  The PAU Officer will actively search out topics to be presented both in department social media as well as other marketing avenues. Marketing efforts should be focused on year round recruiting in addition to stories about Department activities. The PAU Officer will develop and implement various public service announcements for local print, television, and radio. The PAU Officer will act as the lead officers, with occasional support from the School Resource Officers, Training Unit Officers and other Departmental personnel in the following programs to include, but not limited to:

  - Neighborhood Watch Program
  - Residential Safety
  - Neighborhood Association Meetings
  - Personal / Residential / Business Crime Prevention / Personal Safety
  - Department Tours for Community Organizations
  - Kiwanis Birthday Beat
  - Guest Speaker Duties for Businesses
  - Health Fairs
  - City Organization Safety Programs

  The Public Affairs Unit Officers will be assigned for up to a 36-month rotation. Initial appointment, removal, and any extensions are to be subject to the approval of the Chief of Police or Chief's designee.

- Other Special Assignment as determined by Police Chief- qualifications and duties associated with this competency will be determined by the Police Chief.

Pay Plan 2019-2020

2019

City of Lawrence, Kansas Police Pay Plan (effective December 23, 2018)
Represented Positions (Hourly Rates)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
301	21.5445	22.0832	22.6353	23.2012	23.7813	24.3759	24.9853	25.6100	26.2503	26.9066	27.5793	28.2688	28.9756	29.7000	30.4425	31.2036	31.9837	32.7833	33.6029	34.4430	35.3041	36.1868	37.0915	38.0188
302	26.0484	26.6997	27.3672	28.0514	28.7527	29.4716	30.2084	30.9637	31.7378	32.5313	33.3446	34.1783	35.0328	35.9087	36.8065	37.7267	38.6699	39.6367						

City of Lawrence, Kansas Police Pay Plan (effective December 23, 2018)
Represented Positions (Annual Rates)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
301	44,813	45,933	47,081	48,259	49,465	50,702	51,969	53,269	54,601	55,966	57,365	58,799	60,269	61,776	63,320	64,903	66,526	68,189	69,894	71,641	73,433	75,269	77,150	79,079
302	54,181	55,535	56,924	58,347	59,806	61,301	62,833	64,405	66,015	67,665	69,357	71,091	72,868	74,690	76,558	78,472	80,433	82,444						

2020

City of Lawrence, Kansas Police Pay Plan (effective December 22, 2019)
Represented Positions (Hourly Rates)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
301	21.8677	22.4144	22.9748	23.5492	24.1380	24.7415	25.3601	25.9942	26.6441	27.3103	27.9931	28.6930	29.4104	30.1457	30.8994	31.6719	32.4637	33.2753	34.1072	34.9599	35.8339	36.7298	37.6481	38.5894
302	26.0484	26.6997	27.3672	28.0514	28.7527	29.4716	30.2084	30.9637	31.7378	32.5313	33.3446	34.1783	35.0328	35.9087	36.8065	37.7267	38.6699	39.6367						

City of Lawrence, Kansas Police Pay Plan (effective December 22, 2019)
Represented Positions (Annual Rates)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
301	45,485	46,622	47,788	48,982	50,207	51,462	52,749	54,068	55,420	56,805	58,226	59,681	61,174	62,703	64,271	65,878	67,525	69,213	70,943	72,717	74,535	76,398	78,308	80,266
302	54,181	55,535	56,924	58,347	59,806	61,301	62,833	64,405	66,015	67,665	69,357	71,091	72,868	74,690	76,558	78,472	80,433	82,444						

LPOA MOU Attachment 2
Mental Health Treatment / Wellness Program Letter of Agreement – to be added later
(reference Article 7, Section 7.5)

LPOA MOU Attachment 3
Police Officer Shift Bid Process
(reference Article 11, Section 11.1, 11.1.1)

Police Officer Shift Bid Process

The shift bid process will consist of the following steps:

- Officers will submit bid sheets indicating their preference of shift, ranking their most desirable shift to least desirable shift.
- Officers will indicate their desired team preference on the bid sheet.
- Officers that don't submit a bid sheet prior to the deadline will be assigned to a shift based on department needs.
- The Chief of Police or the Chief's designee will determine how many officers will be assigned to each team.
- The patrol captains will meet with a representative of the LPOA for a meeting during which officers will be placed onto a spreadsheet based on their first choice of shift and team. Each officer that does not qualify for their first choice of shift and team based on seniority will be moved to their second choice of shift, or to the other team on that shift, if available.
- In the event that more than one officer with the same level of seniority has bid for the same spot, and there are not enough spots available on that shift, the LPOA representative will draw a name or names for the available spot(s). Those names not drawn in the lottery will be moved to their next choice of shift.
- After all officers have been moved to their second choice of shift on either team, and filled positions based on seniority, officers that have still not made the cut for their second choice will be moved to their third choice. If officers do not qualify for a spot on their third choice on either team based on seniority, they will be moved to their fourth choice of shift. Officers that receive their fourth choice of shift will be granted 1 additional bid point in the next bidding process.
- Officers with less than two years of seniority (not including lateral transfer hires) will submit bid sheets for reference purposes but will be assigned to a shift based on equally distributing, to the extent possible, new officers among all shifts. If multiple new officers bid the same shift as their first or subsequent choice, the lottery procedure will be followed to determine which officer(s) will be assigned to the shift.
- Occasionally, the department may need to move officers between shifts and teams to avoid having teams with too many inexperienced officers.
- The department may also need to move officers between shifts to fulfill training officer responsibilities.