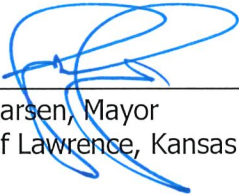


MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF LAWRENCE, KANSAS
AND THE
LAWRENCE POLICE OFFICERS' ASSOCIATION (LPOA)

January 1, 2024, through December 31, 2026



Lisa Larsen, Mayor
City of Lawrence, Kansas



Kevin Henderson, Chair
Lawrence Police Officers' Association

ATTEST:



Sherri Riedemann, City Clerk



November 9, 2023
Date

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PREAMBLE

Pursuant to City of Lawrence Resolution No. 7312, 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", "Detective", and "Corporal", referred herein also as "employee". Resolution No. 7312 is titled "A Resolution Setting Forth The Policy of The City of Lawrence, Kansas, with Regard to Employee Organizations and Amending Resolution 6817". As such, Resolution No. 7312 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 and attachments thereto takes effect January 1, 2024, and expires December 31, 2026. 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 workday 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 7312, except as detailed in Section 3.2 for the negotiation of wages in 2026. Based upon these discussions, if the parties agree that minor contractual revisions that 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 that 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 employee 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 employees bid on patrol assignments.

MANAGEMENT AND EMPLOYEE RIGHTS UNDER RESOLUTION 7312

These rights are defined under Resolution 7312.

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. Employees who 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 employee in a grievance process unless such employee has completed their trial performance period as determined by the Chief, not to include newly promoted detectives and corporals, who shall have the right to be represented by the LPOA.

Section 1.2 Right of Representation

In accordance with City Resolution No. 7312, the LPOA is recognized for the term of this agreement as the representative of officers, detectives, and corporals holding a classification in a regular, full-time position in the Lawrence Police Department. The LPOA may negotiate with the City of Lawrence, Kansas, on issues concerning wages and/or fringe benefits and/or working conditions for the purpose of administering this Memorandum. Notwithstanding the foregoing, pursuant to Resolution No. 7312, the subject of negotiations shall not include the enumerated management rights of Section V. The City retains the exclusive right to exercise unilaterally 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 that 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. LPOA 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. Any LPOA member who believes their due process was violated during the course of an administrative investigation, as outlined in the Personnel Complaints policy, may file a written complaint to the alleged violator's supervisor. The complaint must be filed within seven (7) days of when the alleged violation was discovered, and will include the alleged violation, with supporting details as to how the violation occurred, names of those involved, and related date(s) and time(s). In circumstances where an LPOA member pursues a grievance related the outcome of an administrative investigation, the member shall follow the grievance process as outlined in the City Handbook. It is mutually agreed upon that this MOU does not establish or give grounds for a grievance procedure exclusive to the LPOA.

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 Department will allow the LPOA to post news and information to the internal webpage or other sources of internal distribution (*e.g.* e-mails, etc.). The information and 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 use the City's e-mail system for the purpose of disseminating LPOA meeting times, location, and agenda, as long as such methods of communication exist and are used by the department. No other uses of these systems is permitted. All City and Department 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 used 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 the 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. 6/30/2023) 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. 6/30/2023).

The LPOA, as a group of employees recognized by Resolution No. 7312, and amendments thereto, shall abide by the provisions relating to "Political Activities" Section VI, E, 1& 2 of the City Employee Handbook (pub. 6/30/2023).

ARTICLE 3: COMPENSATION

Section 3.1 Compensation Plan

During the term of this MOU, the compensation program for Police Officers, Detectives, and Corporals will follow and be fully funded according to the Lawrence, Kansas Police Department Compensation Program for Officers, Detectives, and Corporals (Attachment 1)("the Program").

The Program will be implemented upon the first day of the first pay period of payroll year 2024. Employees will not have a reduction in pay upon implementation of the Program.

Upon promotion, newly selected Detectives and Corporals will move to the same step in the 102 Detective or Corporal pay grade as they were on pay grade 101 (e.g. 101 step 6 to 102 step 6).

Employees who receive a rating of "meets expectations" or higher on their annual performance evaluation shall advance to the next step in the pay plan on the anniversary of their date of hire. The exception to this merit increase will be the circumstances identified in the Program.

Upon reaching 10 years' time-in-grade as a Corporal or Detective and upon the anniversary of their date of hire, Corporals and Detective will move from the 102 pay scale to the 103 pay scale.

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; the Unified Government of Wyandotte County/Kansas City, Kansas; Overland Park; Shawnee; Olathe; and Lenexa.

2024 Wages: It is acknowledged that the implementation of the Program will generally allow all LPOA members to receive a pay increase in 2024. The Program includes a scale adjustment that will go into effect on the first day of the first pay period of payroll year 2024.

On the first day of the fourteenth (14th) pay period of 2024, the Program will have a 2.5% pay grade adjustment.

2025 Wages: On the first day of the first pay period in 2025, the Program will have a 2.5% pay grade adjustment.

2026 Wages: The parties agree to reopen this agreement in 2025 solely for the purposes of negotiation of a pay grade adjustment for 2026. The parties agree that discussions shall begin no later than April 20, 2025, and if no agreement is reached by July 1, 2025, the issue shall go to impasse following the procedure described in Resolution 7312. The parties further agree to provide any data to be used for the purposes of comparison with other agencies to the other party no later than April 20, 2025.

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 a rate of one and one-half the employee's regular rate of pay. 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. Compensatory time may be accrued and taken in lieu of overtime payment if the employee in their discretion so elects. Compensatory time is accrued at the rate of one- and one-half hours for each hour of overtime work performed. An employee may not accrue more than eighty (80) hours of compensatory time (fifty-three and one-third (53.33) hours of overtime). An employee who has accrued eighty (80) 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 employee'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 employee 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 employee is scheduled to attend training within six (6) hours of completion of a normally scheduled shift the department will allow the employee to move a regular day off to cover the conflicting shift. An employee 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 employee.
- 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 ensure 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 employee 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 Employees 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 employee has completed their court appearance, the employee 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 employee 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 employee who has completed their shift 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. 06/30/2023). At the completion of the Call-Back task, the employee 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 employee 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. 6/30/2023). For the purpose of this memorandum, employees will be compensated at one (1) hour overtime for being On-Call on regular workdays, 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 Premium

A shift premium of sixty cents (\$0.60) per hour will be paid to Officers and Corporals who are assigned to work the second shift (early swings). A shift premium of eighty-five cents (\$0.85) per hour will be paid to Officers and Corporals who are assigned to work the third and fourth shifts (late swings and midnight shift).

Detectives who are assigned to work an assigned second shift that starts after 1500 hours will receive a shift premium of eighty-five cents (\$0.85) per hour.

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. 06/30/2023).

Section 4.2 Pay Out of Vacation

Employees may elect to cash out a maximum of twenty (20) hours of vacation time annually, provided the request is made by October 1 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. 06/30/2023).

Section 5.2 Moving a Holiday

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

Section 5.3 Holiday Leave

An employee 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. 6/30/2023).

Section 6.2 Sick Leave

Unless otherwise expressed in this agreement, sick leave will be administered pursuant to the City sick leave policy in the City Employee Handbook (pub. 06/30/2023).

Section 6.3 Emergency Leave

Emergency Leave will be administered pursuant to the City Employee Handbook (pub. 6/30/2023). For the purposes of this memorandum, employees assigned to a ten (10) hour shift will be eligible for five (5) working days.

Section 6.4 Physical Fitness Days

One (1) Physical Fitness Day will be granted to employees meeting the maximum physical fitness standard.

6.4.1 Maximum Physical Fitness Standard

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

Bench press: The employee 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 employee 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

Employees may elect to use the Crisis Response Team (CRT) Functional Fitness Standard in lieu of the Maximum Physical Fitness Standard, above. The standards for the CRT Functional Fitness Standard are outlined in the CRT Standard Operating Procedure Manual.

Section 6.5 Wellness Days

Wellness days will be administered pursuant to the City Employee Handbook (pub. 6/30/2023).

Section 6.6 Personal Leave

Each employee 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 employees 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 employees 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 employees 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 Unless otherwise expressed in this agreement, worker's compensation benefits will be administered pursuant to the City policy in the City Employee Handbook (pub. 06/30/2023).

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 a mentally ill 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) Occupational diseases as allowed by the Kansas Worker's Compensation Act (K.S.A. 44-5a01 et seq.).
- 12) The Chief of Police or the Chief's designee may recommend injury leave for similar injuries.

Section 7.3 Funeral Expenses

Appropriate funeral expenses, for employees 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. In addition, the City will pay to the deceased employee's beneficiary designated on the Life Insurance Enrollment and Change Form provided by the City one hundred percent (100%) of the employee's sick leave, vacation, and other accrued paid time off time the employee had accumulated at the time of their death. The accumulated sick time shall be paid at the employee's regular hourly rate of pay subject to applicable deductions at the time of their death.

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

The City agrees to pay reasonable medical expenses for inoculation, immunization, or treatment of an employee's immediate family members when it becomes necessary as a result of an employee's exposure to contagious diseases or hazardous materials/chemicals when the exposure occurred on duty. When the employee'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 employee must document how they contracted the disease and forward the documentation to the Chief of Police using the chain of command.

Section 7.5 Employee Wellness Program

The City and LPOA agree to work together to maintain a mental health wellness program that was established in a 2018 Letter of Understanding (Attachment 4).

ARTICLE 8: EDUCATION

Section 8.1 General

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

Section 8.2 Tuition and Book Reimbursement

Tuition reimbursement incentives will be provided to encourage an increase in the level of formal education of Department members. The maximum reimbursable amount will be \$300 per credit hour, not to exceed \$1,800 per semester, or \$3,600 per year. Employees are eligible for such reimbursement upon reaching their second anniversary of employment with the Department. The City will reimburse any employee who achieves a 2.0 grade or greater.

ARTICLE 9: EQUIPMENT, CLOTHING, AND UNIFORMS

Section 9.1 Bullet Resistant Vest

The City will provide the first bullet resistant vest to newly hired employees. 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 employee 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.

Section 9.3 Equipment/Clothing Allowance

The equipment and/or clothing allowance for all employees shall be \$550 annually. This allowance will be paid as a lump sum payment in the first February paycheck of each year.

Section 9.4 Property Damage Reimbursement

At the discretion of the Chief of Police, the City shall repair or replace an employee'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 employee.

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 employee's duty weapon. No payment shall be made due to the negligent action or inaction of the employee.

Section 9.5 Initial Issue Firearm

The Department shall purchase duty handguns for all newly hired employees. Employees who separate from the Department in good standing may, at the discretion of the Chief of Police, be allowed to purchase their handgun from the Department at an appropriate amount. Should the Department convert to another type, caliber or brand of firearm, employees shall be allowed to purchase their firearm based on its fair market value.

Section 9.6 Firearm Lease Purchase Program

At the discretion of the Chief of Police, the City will offer the Firearm Lease Purchase Program for Department approved firearms and/or firearm optics. The firearm and/or firearm optic purchase shall be administered pursuant to the terms and conditions of the City's Lease Purchase Agreement.

ARTICLE 10: JOINT STANDING COMMITTEES

Section 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.

Section 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 employees 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 regulations when in the determination of the Chief of Police it is necessary and appropriate.

Section 10.3 Policy Review Committee

The LPOA will maintain a Policy Review Committee for the purpose of providing input regarding substantial revisions to current Department or City policies and/or adoption of new Department or City policies affecting working conditions at the department. The Department and/or the City will provide the Policy Review Committee with a copy of any new or revised policy at least fourteen (14) days prior to its proposed implementation date. The review committee shall meet quarterly or as often as necessary to review policies and provide input to the City or Department on behalf of the LPOA. The Committee shall provide written input to the designated City or Department representative within seven (7) calendar days of its receipt of the revised policy unless otherwise agreed upon by the parties. Nothing herein shall require the Department to adopt or implement any of the recommendations made by the Policy Review Committee.

ARTICLE 11: SENIORITY

Section 11.1 Seniority and Shift Bid

Seniority shall be measured by continuous full-time service as a sworn member 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 employee's seniority from their initial hiring date.

The Chief of Police or authorized designee, in consultation with the LPOA, shall determine the method or procedures for conducting the shift bid. Employees shall be permitted to bid for their shift assignment based upon their seniority during the shift bid process. Officers will submit bid sheets indicating their years of service, earning 1 point for each full year of service, and will bid for shifts based on the number of points the Officer has earned. Employees' seniority shift bid is a component in this process as well as distribution of Officers, Corporals, 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.

Section 11.2 Layoff or Reduction in Force

Although not limited to the following, layoffs shall ordinarily result from lack of work and/or lack of funds. A furlough is a temporary reduction in hours. A layoff is an indefinite cessation of all work. A reduction in force (RIF) results in termination of employment. The City in its discretion shall determine if furloughs, layoffs, or reductions in force are necessary. The City will determine the process and criteria following policy contained in the City Employee Handbook (pub. 6/30/2023).

When the City determines that a layoff or a reduction in force is necessary, the City will first leave vacant positions that meet the City's layoff criteria unfilled. Law enforcement personnel not yet certified as a full-time police officer will be affected next. The City will follow the process provided in the Employee Handbook (pub. 6/30/2023) and may consider additional factors related to the ability of the employee. Only in the event that employees are truly equal in their training, education, experience, and ability to immediately perform the retained job shall seniority, as defined in Section 11.1.1, be considered.

ARTICLE 12: HOURS OF WORK

Section 12.1 General

The standard work period for each employee shall be eighty (80) hours in a two-calendar week (14-day) period. All employees on patrol shifts may have a thirty- (30-) minute uninterrupted meal break as approved by the supervisor. Employees 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. 7312, 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 employee'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 receive discipline of a letter of reprimand or higher as a result of the interview. The peer may be present but cannot disrupt or interfere with the interview. At the conclusion of the interview the peer representative and employee will be allowed to consult in private prior to the conclusion of the interview. The employee will be allowed to ask follow-up questions or make clarifying statements. The peer shall keep all information confidential.

Section 13.2 Employee's Privacy

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

ARTICLE 14: CONTRACT INTERPRETATION GRIEVANCE AFFECTING MULTIPLE EMPLOYEES

The following grievance procedure within this Article shall apply to all grievances relating to interpretation and application of this Memorandum involving LPOA members that do not involve discipline. The LPOA is the party who has the right to bring grievances pursuant to the procedures within this Article.

Step One: Within fourteen (14) calendar days of the date of the event or within fourteen (14) calendar days of the date a person could reasonably be expected to have knowledge of the event, the LPOA shall submit in writing to the Chief of Police a written grievance which shall include the following information:

- a. Describes with specificity the conduct of the Employer which forms the basis of the grievance including a description of the action(s) or inaction challenged;
- b. The specific provisions of the MOU that have allegedly been violated;
- c. The names of the LPOA employees who the LPOA asserts have been harmed by the Employer's challenged action(s) or inaction;
- d. The requested relief sought by the grievance.

Within seven (7) calendar days of receipt of the written grievance, the Chief of Police, the relevant Division Commander and a representative of the LPOA shall meet to discuss and attempt to resolve the grievance. The Chief of Police or authorized designee shall provide the LPOA a written reply within (7) calendar days of their meeting on the grievance. If after reviewing the Chief of Police or authorized designee's written reply the LPOA is satisfied with the written reply, the matter shall be deemed resolved. If said decision requires a modification or clarification to the MOU, the parties shall follow the Memorandum Procedures outlined in this MOU to so modify or clarify the MOU through a letter of understanding.

Step Two: If, after reviewing the Chief of Police or authorized designee's written reply to the grievance, the LPOA is not satisfied, the LPOA shall submit the written grievance to the City Manager within seven (7) calendar days of receiving written reply. Within seven (7) calendar days of receipt of written grievance, the City Manager and a representative of the LPOA shall meet to discuss to try and resolve the grievance. The City Manager shall provide the LPOA the City Manager's determination on the grievance within seven (7) calendar days of their meeting on the grievance unless the City Manager notifies the LPOA that additional time is needed for the City Manager's further gathering of information relevant to the grievance is necessary. This additional time shall not exceed 30 days. The City Manager shall determine whether the grievant has demonstrated a violation of this Memorandum and, if so, what the appropriate remedy is for such violation.

Step Three: If the LPOA is not satisfied with the decision of the City Manager, it may request that the matter be heard by an advisory hearing officer by making such request to the City Manager within fourteen (14) calendar days from the date the LPOA received the City Manager's Step Two decision. Upon receipt of the LPOA's request, the City and LPOA representatives shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties' representatives shall thereafter strike names from the seven (7) person list until one name remains and that remaining individual shall serve as the advisory hearing officer. The advisory hearing officer shall conduct a hearing where both parties are permitted to submit evidence supporting their respective positions. After closing the hearing, the advisory hearing officer shall submit a written advisory decision to the City Manager.

Upon receipt of the advisory decision, the City Manager shall review the decision and issue a final written decision a copy of which shall be provided to the LPOA. The written determination of the City Manager shall be final and binding on the parties. If after receipt of the City Manager's determination the parties agree that a modification or clarification to the MOU is appropriate, the parties shall follow the Memorandum Procedures outlined in this MOU to so modify or clarify the MOU through a letter of understanding.

ARTICLE 15: RANGE

Section 15.1 General

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

Section 15.2 Range Qualification Time

Employees assigned to firearms qualification at a time other than during their shift will be assured two hours of overtime. The City through its Chief of Police shall retain all management rights as defined in Resolution No. 7312, regarding the methods, means, materials, assignments, and personnel by which City operations are to be conducted.

Section 15.3 Open Range

As scheduled, the Department will offer Open Range to sworn members. The Department will offer proficiency training and ammunition for Department approved duty pistols (Sig P320 or Sig P320 subcompact) and patrol rifles for the purposes of proficiency training and qualifications. Employees wishing to qualify or become proficient with other firearms for the purposes of off-duty carry or as a secondary handgun, shall be in compliance with Department policy (Firearms) and will be responsible for providing their own ammunition.

Employees attending Open Range outside of their normal work schedule will be compensated at time and a half for the actual time spent in training at the range, not exceeding more than 2 hours per Open Range attendance. Employees attending Open Range outside of their normal work schedule cannot exceed more than four (4) hours of Open Range per year, unless approved by their supervisor. Employees attending Open Range outside of their normal work schedule must have supervisor approval prior to attending, unless otherwise directed by a supervisor or the Range Master Sergeant.

ARTICLE 16: MISCELLANEOUS

Section 16.1 Indemnity and Defense Language

The parties acknowledge the existence of K.S.A. 75-6108 and 75-6109, statutes addressing the City's responsibilities to indemnify an employee acting within the scope of employment, as well as current relevant case law, 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 17: 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 18: 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.

List of Attachments:

Attachment 1

Lawrence, Kansas Police Department Compensation Program for Police Officers, Detectives, and Corporals

Attachment 2

Compensatory Time Procedures Police Officer and Detective Job Classifications

Attachment 3

Police Training Officer (PTO) Add Pay Policy

Attachment 4

Letter of Understanding Article 7, Section 7.5 Mental Health Treatment/Wellness Program (2018)

Attachment 1

(Referenced in Article 3, Sections 3.1 and 3.2)

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

The Lawrence, Kansas Police Department Compensation Program for Police Officers, Detectives, and Corporals ("the Program") consists of several components:

- Base Pay, which includes, within ranges, annual merit pay 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 2 and can be used in lieu of overtime subject to staffing issues and supervisory approval;
- Add Pay for Police Training Officer (PTO), is described in Attachment 3 and may be earned as recommended by the Chief of Police and approved by the City Manager;
- Benefits, as described in the City Employee Handbook and the relevant Memorandum of Understanding.

The Program is a "Step – Plus Model," meaning that pay grade 101 is the Base Pay for all Police Officers. Range 102 is \$2.00 higher than range 101 and range 103 is \$2.50 higher than range 101.

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

During the term of this MOU, compensation for covered employees will be subject to the following terms and conditions.

Range Assignment	Classification	Notes
101	Police Officer	
102	Detective I	
103	Detective II	Reserved for Detectives who have 11 years of time in grade
102	Corporal I	
103	Corporal II	Reserved for Corporals who have 11 years of time in grade

I. POLICE OFFICER

Advancement through the Police Officer pay grade (101) can be accomplished using merit increase opportunities achieved by performing at an overall "meets expectations" or better on annual performance evaluations and with 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 employee moving meritoriously through the pay plan can typically expect to "top out" at step ten (10) on their ninth anniversary with the Department, provided they are meeting performance expectations.

Milestone	Step
Hire Date	1
1 st Anniversary	2*
2 nd Anniversary	3**
3 rd Anniversary	4
4 th Anniversary	5**
5 th Anniversary	6
6 th Anniversary	7
7 th Anniversary	8
8 th Anniversary	9
9 th Anniversary	10

^ 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

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 2023 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.

II. **CORPORAL/DETECTIVE**

Advancement through the Corporal or Detective pay grades (102/103) can be accomplished using merit increase opportunities achieved by performing at an overall "meets expectations" or better on annual performance evaluations and with the recommendation of the Chief of Police (as per the City Employee Handbook, Section II.F, pub. 6/30/2023).

Base Pay: A newly promoted Detective or Corporal will move to the same step in pay grade 102 as they were on pay grade 101 (e.g., 101 step 6 to 102 step 6). Merit opportunities will continue annually thereafter until the Detective or Corporal reaches step 10 in the pay plan, moves to pay grade 103, or is promoted to another position in the Department.

Overtime: The Detective and Corporal positions are non-exempt positions, which means that they are 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 and Corporals 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 2023 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 staffing availability in mind. Consistent with overall City compensation objectives, the objective for overtime pay is that average Detective and Corporal overtime pay earned should not exceed 10% of their earnings in any given year.

III. Scale Placement

Employees will be placed on the new scale based upon the step the employee achieved as of 12/16/2023:

12/16/2023 Step	New Police Officer Step	New Corporal I / Detective I Step	New Corporal II / Detective II Step
1	1		
2	1		
3	2		
4	3		
5	4		
6	5		
7	6		
8	7		
9	8	7	
10	9	9	
11	NA	9	
12	NA	9	
13	NA	See note below	9

NOTE: Employees who are assigned to Corporal and Detective and who have achieved step 13 by 12/16/2023 will be placed on the scale as follows:

- Employees with \$2,700 or more in add-pays as of 12/16/23: Step 10
- Employees with \$2,699 or less in add-pays as of 12/16/23: Step 9

NOTE 2: If, upon placement on the scale identified in the Program, an employee would receive an overall reduction in anticipated pay in 2024 from the employee’s combination of base pay and add-pays as of 12/16/2023, the employee will be placed at one higher step on the scale on the first pay period of 2024, but such employee will not receive a merit increase in 2024.

IV. PAY SCALES

2024

On the first day of the first pay period of 2024, the following scale will be implemented.

	1	2	3	4	5	6	7	8	9	10
101	27.76	29.22	30.76	32.38	34.08	35.88	37.76	39.75	41.74	43.83
102	29.76	31.22	32.76	34.38	36.08	37.88	39.76	41.75	43.74	45.83
103	30.26	31.72	33.26	34.88	36.58	38.38	40.26	42.25	44.24	46.33

NOTE: Range 102 is \$2.00 higher than range 101 and range 103 is \$2.50 higher than range 101.

During payroll year 2024, employees will move to the next step on the employee’s anniversary date if the last evaluation on file with Human Resources meets expectations or better subject to the following conditions:

- Police Officers hired during payroll year 2023 will not be eligible for a merit increase in 2024.
- Employees who were placed one step higher based on Sec. III, Note 2, above, will not be eligible for a merit increase in 2024.

14th Pay Period 2024

Beginning on the 14th pay period of 2024, the following pay scale will be implemented. The following pay scale represents a 2.5% increase from the initial 2024 pay scale.

	1	2	3	4	5	6	7	8	9	10
101	28.45	29.94	31.51	33.16	34.90	36.73	38.66	40.69	42.72	44.86
102	30.45	31.94	33.51	35.16	36.9	38.73	40.66	42.69	44.72	46.86
103	30.95	32.44	34.01	35.66	37.4	39.23	41.16	43.19	45.22	47.36

NOTE: Range 102 is \$2.00 higher than range 101 and range 103 is \$2.50 higher than range 101.

2025

On the first day of payroll year 2025, the following scale will be implemented. The following pay scale represents a 2.5% increase from the 14th Pay Period 2024 pay scale.

	1	2	3	4	5	6	7	8	9	10
101	29.16	30.69	32.30	34.00	35.79	37.67	39.65	41.73	43.82	46.01
102	31.16	32.69	34.30	36.00	37.79	39.67	41.65	43.73	45.82	48.01
103	31.66	33.19	34.80	36.50	38.29	40.17	42.15	44.23	46.32	48.51

NOTE: Range 102 is \$2.00 higher than range 101 and range 103 is \$2.50 higher than range 101.

During payroll year 2025, employees will move to the next step on the employee's anniversary date if the last evaluation on file with Human Resources meets expectations or better.

2026

The parties agree to reopen this agreement in 2025 solely for the purposes of negotiation of a pay grade adjustment for 2026, following the procedure in Sec. 3.2.

Attachment 2

Compensatory Time Procedures Police Officer, Corporal, and Detective Job Classifications

The following narrative describes the Lawrence Police Department's (LPD) compensatory time procedures for the positions of Police Officer, Corporal, and Detective. These procedures are used 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 a rate of one and one-half the employee's regular rate of pay. 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. Compensatory time may be accrued and taken in lieu of overtime payment if the employee in their discretion so elects. Compensatory time is accrued at the rate of one-and-one-half hours for each hour of overtime work performed. An officer may not accrue more than eighty (80) hours of compensatory time (fifty-three and one-third (53.33) hours of overtime). An Officer, Detective, or Corporal who has accrued eighty (80) 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, detective, or corporal.
- 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 ensure 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 Corporal/Detective may elect to receive payment for accumulated compensatory time to be paid in the corresponding pay period.

Attachment 3

Police Training Officer (PTO) Pay

The Police Training Officer (PTO) program 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, additional duties and responsibilities are expected of selected training officers. These officers, known as Police Training Officers (PTOs) will receive additional pay for this assignment as part of the Compensation Program.

The PTO is a police officer selected through a competitive selection process that 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.

Attachment 4

Memorandum City of Lawrence City Manager's Office

TO: Andrew Fennelly, Chair, LPOA
FROM: Thomas M. Markus, City Manager
DATE: October 5, 2018
RE: Letter of Understanding Article 7, Section 7.5 Mental Health Treatment/Wellness Program.

Article 7, Section 7.5 of the 2019-2020 Memorandum of Understanding between the City of Lawrence and the Lawrence Police Officers Association states that, "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."

The City of Lawrence and the Lawrence Police Officers Association agree to the following Letter of Understanding related to a Mental Health Wellness Program:

1. The Chief of Police will appoint a member of the command staff as Project Lead for the Mental Health Wellness Program no later than November 1, 2018.
2. The Project Lead will develop a draft written scope of project to include appropriate detail, deadlines and timeline for the following areas:
 - a. The purpose, scope, goals and outcomes desired of the Mental Health Wellness Program.
 - b. Consideration of collaboration with Douglas County Sherriff's Office, Douglas County Fire Medical Department and City Human Resources Division to determine if there is effectiveness or efficiencies in selecting and contracting with a common vendor for identified public safety specific needs and goals.
 - c. A timeline for project development, selection and subsequent implementation.
 - d. The budget for the program for 2020, to be requested as part of the Department's budget request for 2020.
 - e. Draft RFP or RFQ as appropriate under the City's Purchasing Policy for vendor selection.

- f. List of suggested members of an ad hoc committee, to include LPOA members and at least one (1) LPOA Executive Board member, appointed by the Chief of Police.
- 3. The scope of the project will be submitted to Chief of Police with a request for implementation of ad hoc committee no later than December 31, 2018.
- 4. A proposal and budget request for the new program will be submitted by the Chief following the established calendar for development of the 2020 budget. Final recommendations for the 2020 budget rest with the City Manager and final budget authorization for the proposed program rests with the City Commission.
- 5. Upon approval by the Chief of Police, the Project Lead will activate the ad hoc committee, pursuant to Article 10, Section 10.1 of the MOU, for the purpose of completing the RFP or RFQ process.
- 6. The Ad hoc committee will work under the direction of the Project Lead on RFP or RFQ distribution, analysis of RFP responses, and the development of a recommendation for selection of a vendor. The committee's recommendation will be made to Chief of Police, however, the final vendor recommendation will be made by the Chief of Police.
- 7. Final approval of the program, expenditure and contract will be made pursuant to the City's Purchasing Policies and Procedures.
- 8. The goal will be to have a contract in place for a January 1, 2020 effective date.

Upon signature by both parties, this Letter will be attached as Attachment 2 to the Memorandum of Understanding approved by the City Commission on August 21, 2018.

 Thomas M. Markus, City Manager
 City of Lawrence, Kansas
 Lawrence, Kansas

 Andrew Fennelly, Chair
 Lawrence Police Officers Association
 Lawrence, Kansas

Date: _____

Date: _____