


RESOLUTION NO. R-109-15

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED  
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS:

That the County Administrator of the Unified Government of Wyandotte  
County/Kansas City, Kansas, is hereby authorized and directed to execute in the name of  
the Unified Government of Wyandotte County/Kansas City, Kansas, and the Unified  
Government Clerk is hereby authorized and directed to attest the signature of said  
County Administrator and to attach the seal of the Unified Government thereto as the  
voluntary act of the Unified Government to a Memorandum of Understanding between  
the Unified Government of Wyandotte County/Kansas City, Kansas, and The FOP 4.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED  
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS  
THIS 10 DAY OF December, 2015.

  
\_\_\_\_\_  
Mark Holland, Mayor/CEO

ATTEST:

Deputy Carol Bodsel  
\_\_\_\_\_  
Unified Government Clerk

Approved as to Form:

\_\_\_\_\_  
Kenneth J. Moore  
Chief Counsel



## LETTER OF UNDERSTANDING

2014

This Letter of Understanding is entered into on this 10<sup>th</sup> day of December, 2015, between the Unified Government of Wyandotte County / Kansas City, Kansas (hereinafter "Unified Government") and the Fraternal Order of Police, Lodge No. 4.

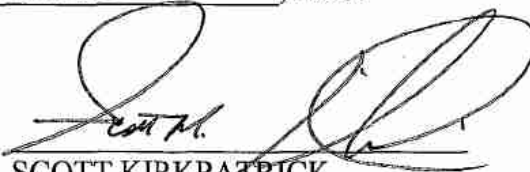
**WHEREAS**, the parties have engaged in meet and confer proceedings relating to conditions of employment for the calendar year 2014 as required by the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et seq., and have agreed to the terms of this letter of understanding, the terms of which are described herein;

**NOW THEREFORE**, in consideration of the foregoing, and in consideration of the mutual covenants and undertakings set out below, the parties agree as follows:

1. The terms and conditions stated within the Memorandum of Understanding covering January 1, 2013 – December 31, 2013 attached hereto as Exhibit 1 are hereby adopted and mutually agreed to be applicable for the additional term of January 1, 2014 – December 31, 2014.

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT AND THE LODGE have hereunto set their hands this 10<sup>th</sup> day of DECEMBER, 2015.

  
DOUG BACH,  
COUNTY ADMINISTRATOR

  
SCOTT KIRKPATRICK,  
PRESIDENT, FOP Lodge 4

  
TERRY ZEIGLER,  
CHIEF OF POLICE





MEMORANDUM OF UNDERSTANDING

Between

The Unified Government of  
Wyandotte County and Kansas City, Kansas

and

Fraternal Order of Police, Lodge #4  
of Kansas City, Kansas

2016-2017

**Memorandum of Understanding  
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## DEFINITIONS

COMMANDER: Commanding officer of the police Department (Captains and above)

BUREAU: Major division within the Police Department

CHIEF: The Chief of Police

UNIFIED GOVERNMENT (UG): The Unified Government of Wyandotte County /Kansas City, Kansas

DEPARTMENT: The Kansas City, Kansas Police Department

DIVISION: Sub-section of a bureau or the Chief's office

F.O.P.: Fraternal Order of Police, Lodge #4

GENDER: The male shall include the female and the female shall include the male

IMMEDIATE SUPERVISOR: The person directly above the employee in rank

LODGE: Fraternal Order of Police, Lodge #4

MEMORANDUM: The Memorandum of Understanding

OFFICER or EMPLOYEE: A sworn Police Officer of the Kansas City, Kansas Police Department within the bargaining unit

SPECIALIZED UNIT: (Subject to modification by addition or deletion by the Department)

- (a) S.C.O.R.E Unit
- (b) C.S.I. (Crime Scene Investigations Unit)
- (c) Training Unit
- (d) Motorcycle Unit
- (e) K-9 Unit
- (f) School Resource Officer (S.R.O.)

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the parties hereto desire to maintain a harmonious relationship, to advance mutual interest in the preservation of public safety, law and order; to promote standards and conditions of employment for police officers of the City of Kansas City, Kansas; to achieve harmonious and peaceful adjustment of differences which may arise; and to establish standards of wages, hours, benefits and other conditions of employment.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY / KANSAS CITY, KANSAS, AND THE LODGE HEREBY AGREE AS FOLLOWS:

### ARTICLE 1: RECOGNITION

The Unified Government of Wyandotte County / Kansas City, Kansas (hereinafter the "Unified Government") and the Kansas City, Kansas Police Department (hereinafter the "Department") recognize and acknowledge the Fraternal Order of Police, Lodge #4 (hereinafter the "Lodge") as the exclusive bargaining representative for all patrol officers, Detectives and Sergeants employed by the Department for the purpose of negotiating collectively with the Unified Government and Department pursuant to the Public Employer-Employee Relations Act of the State of Kansas, with respect to conditions of employment, as defined by the Act. The recognition herein afforded extends only to those classifications of officers who are in the bargaining unit for which the Lodge received certification as exclusive bargaining representative by the Public Employee Relations Board in Unit Determination Case UDC \_



69175. Excluded from the representation herein afforded are all non-sworn personnel of the Department, all confidential and supervisory officers, and all officers of the rank of Captain and above. However, nothing in this Article shall preclude any officer or individual excluded from the bargaining unit from becoming or remaining a member of the Lodge.

## ARTICLE 2: LODGE STATUS AND RIGHTS

### Section 2.1 Right of Organization

Officers shall have the right to join and participate in the Lodge.

### Section 2.2 Right of Representation

Officers shall have the right to be represented by the Lodge to negotiate collectively with the Unified Government, in the determination of their conditions of employment, and the administration of grievances for the purpose of administering this Memorandum.

### Section 2.3 Dues Deduction

The Unified Government agrees to deduct dues from the wages of employees in the bargaining unit who voluntarily provide the Unified Government with a written authorization which shall be terminable at the end of any year of its life by the employee giving at least thirty (30) days written notice of such termination; otherwise, the authorization will automatically renew for another year. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such calendar month shall nevertheless be made from the first wages exceeding \$100.00 next due the employee and will thereupon be transmitted to the Lodge. The Unified Government will be afforded a thirty (30) day written advance notice of any dues increase before it is obligated to deduct said dues

increase.

#### Section 2.4 F.O.P. Days

Bargaining unit members designated by the F.O.P. may be entitled, in accordance with the provisions herein stated, to draw upon a bank of one hundred seventy (170) work days, with pay, for the purpose of conducting business of the Lodge and/or police association business of members of the bargaining unit.

The bargaining unit business referenced herein includes, but is not limited to, state and national conferences of the Fraternal Order of Police organization, or to attend educational conferences in which the F.O.P. or bargaining unit members participate or sponsor, or civic events in which the F.O.P. or bargaining unit members participate or sponsor.

Included within the events covered by this section are any days where officers are released to be engaged in the following:

1. State F.O.P. Convention
2. Local representation at State F.O.P. Board Meetings
3. Local representation at National F.O.P. Convention
4. Local representation at educational conferences
5. Fundraisers
6. Young Hunters Safety Clinic
7. State Legislative Committee
8. Youth Camp
9. Special Olympics

10. F.O.P. Pro Rodeo

11. Activities of minority Police Officers Associations

This list is not exhaustive of all items covered by this section.

The Lodge, when possible, shall notify the Chief in January of each year covered by this Memorandum of the activities for which the Lodge on behalf of bargaining unit members will be requesting released time hereunder. All such leaves are subject to approval of the Chief. If as a result of these leaves a shortage of manpower exists then the Department shall have the right to cancel such leaves. The Lodge will notify the Chief of such requests at least thirty (30) days in advance of the leave days requested.

Once the bank of one hundred seventy (170) days is exhausted, no further leaves may be granted under this section. The lodge shall be permitted to carry over up to ten (10) F.O.P. days from one calendar year to the next year. The carryover F.O.P. days must be used during the subsequent year and the lodge shall draw upon those carry-over F.O.P. days before drawing upon the newly allotted days.

#### Section 2.5 Lodge Business

The Unified Government agrees that the President, Vice-President, Secretary, Treasurer and Chief Lodge Steward of the Lodge may conduct authorized Lodge business during regular working hours at the Unified Government Office Building or elsewhere as necessary. If any lodge position listed herein is held by a retired member of the lodge, the lodge president, upon notification to the department, shall be allowed to designate another fop executive board member, not listed herein, to participate in contract negotiations during regular working hours.

Prior to engaging in Lodge business at locations other than Department facilities, the Lodge representatives shall provide written notice to the Chief, via e-mail, with a copy to such Lodge representative's immediate supervisor, that they are engaging in Lodge business, and the Chief shall provide consent to such requests as soon as possible thereafter. Consent shall not be unreasonably withheld. The President and Chief Lodge Steward shall be assigned a daylight tour of duty, with weekends off, unless mutually agreed to otherwise. The Lodge shall notify the Department within ten (10) days of an election which results in any changes to the Lodge leadership. The Department shall have thirty (30) days from the date of the notification to change the assignments of the President and Chief Lodge Steward. The Chief will give consideration to the FOP duties of the President and Chief Lodge Steward in determining their appropriate assignments.

#### Section 2.6 Lodge Meetings

The President, Vice-President, Second Vice-President, Secretary, Treasurer, Sgt. At Arms, three (3) trustees and Chief Lodge Steward of the Union shall be allowed reasonable time to attend not to exceed one (1) regular meeting and one (1) special meeting per month of the local Union. Afternoon shift stewards may be allowed reasonable time to attend, manpower permitting, one (1) regular meeting per month, with consent of their Commander. If the steward is not available to attend the meeting then the alternate shift steward shall be sent in his place. The Chief shall be given written notice at least seven (7) calendar days in advance of such regular meetings and shall be given written notice and must consent to these Union officers being granted time off for any special meetings.

## Section 2.7 Bulletin Board & Inter-Office Mail

(a) The Lodge shall have the privilege of the use of designated bulletin boards for the purpose of posting of notices of its legitimate activities. All notices so posted shall contain a letterhead which clearly indicates that the notice relates to activities of the Lodge and shall be dated and signed by an officer of said Lodge and submitted to the office of the Chief of Police prior to its posting. If the Chief believes any posting to be inappropriate he may communicate same to the FOP President/Chief Lodge Steward, who shall then take the appropriate action. It shall be the responsibility of the Lodge to remove notices which are outdated, unauthorized or inappropriate.

(b) The Lodge shall have the privilege of the reasonable use of the existing inter-office mail service for transmittal of communications for the official business of the Lodge to its members, as allowable by law. The use of said system shall be limited to communications within the Unified Government Office Building itself and to outlying divisions of the Police Department. Said communications shall be limited to an amount of correspondence to each member of the Lodge not to exceed five (5) separate mailings per month. The correspondence shall contain the same letterhead and signature and submittal required in the preceding subsection. The Lodge will not use, nor permit to be used, the Department's and/or Unified Government's, office machines, computers, copiers or supplies for communications, correspondence, or any other Lodge business without approval from the Chief of police, his designate or in accordance with Department policy.

(c) The Lodge shall have access to and use of the inter-department email system for

purposes of communicating with members regarding upcoming Lodge events, meetings and/or elections of Lodge officers. The Lodge emails shall be sent by the President, Secretary or Chief Lodge Steward. Emails shall be restricted to preclude the recipients from replying to the original communication. The emails shall be in good taste. If the Chief believes that such emails are inappropriate, he shall inform the Lodge President or Chief Lodge Steward, and they shall take appropriate action to rectify the situation. If such inappropriate e-mails persist after being brought to the attention of the FOP the privilege of e-mail communication may be discontinued for a one year period of time.

#### Section 2.8 Negotiators Pay

The Unified Government will not allow Lodge members time off with pay for purposes of engaging in collective bargaining sessions with the Unified Government except when the Lodge negotiators request to use their accumulated vacation time, compensatory time or regular overtime days for these purposes or as provided in Section 2.5 herein. Additional Lodge negotiators may also use FOP days to attend negotiations.

### ARTICLE 3: LODGE COOPERATION MANAGEMENT RIGHTS

#### Section 3.1 Lodge Cooperation

The Lodge and the Unified Government have entered into this Memorandum for the purpose of facilitating the peaceful adjustments of differences that may arise from time to time and to promote harmony and efficiency and to the end that the police officers and the Unified Government and the general public may mutually benefit. Consistent with this general purpose, the Lodge recognizes that an obligation rests upon each officer to render honest,

efficient and courteous service to the Unified Government and its citizens. The Lodge agrees to cooperate with the Unified Government in its efforts to strengthen the good will between the Police Department and the general public.

The Lodge recognizes the need for improved methods in providing police services to the citizens of the City/County under the jurisdiction of the Unified Government and agrees to cooperate with the Unified Government and Department in the installation of such methods, in suggesting improved methods in the education of its members and the necessity for such changes and improvements. The Lodge, the Unified Government, and the Department recognize that the philosophy of community policing problem solving benefits the entire community.

### Section 3.2 Management Rights

By entering into this Memorandum, the Unified Government has agreed to certain specific limitations on its right to manage the Police Department and direct the personnel. However, it is the intention of the parties hereto that the Unified Government retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon. The Unified Government has, by certain specific articles of this Memorandum, relinquished a portion of its exclusive management rights and it is understood that those articles shall supersede the reservation of rights to the extent of the Article in conflict.

The exclusive rights of the Unified Government which are not abridged other than by this Memorandum shall include, but are not limited to, its right to determine the existence or

nonexistence of facts which are the basis of a management decision; to establish or continue policies, practices and procedures for the conduct of the Department and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by sworn police officers; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Department; to establish and change work schedules and assignments; to determine the facts of lack of work; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; discipline, suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; to lay off officers; take actions as may be necessary to carry out the mission of the Department in emergencies; determine the methods, means and personnel by which operations are to be carried on; to unilaterally develop Standard Operating Procedures, General and Special Orders and Rules and Regulations not in conflict with this Memorandum; to establish and maintain reasonable standards for wearing apparel and personal grooming; and all other prerogatives and responsibilities normally inherent in management of the Unified Government or Police Department which are not in conflict with the specific provisions of this Memorandum. All management rights, power, authority and functions other than those relinquished by the Unified Government in this Memorandum shall remain vested exclusively in the Unified Government.

Neither the Unified Government nor the Lodge through their officers, members,



representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Memorandum.

#### ARTICLE 4: NON DISCRIMINATION

The Unified Government and Lodge agree that they shall not directly or indirectly discourage or deprive or coerce any officer in the enjoyment of any rights conferred by the laws of the State of Kansas or the United States; that the Unified Government shall not discriminate against any officer with respect to hours, wages or any other term or condition of employment by reason of his membership in the Lodge or his participation in any of its activities, collective negotiations with the Unified Government or his institution of any grievances, complaints or proceedings under this Memorandum with respect to any terms or conditions of employment; and that the Unified Government and Lodge will fully comply with applicable laws and regulations regarding discrimination against any employee due to such person's race, color, creed, religion, national origin, sex, age or disability.

#### ARTICLE 5: PROBATIONARY OFFICERS

New officers shall be considered Probationary Officers until six (6) months after they have been released from the F.T.O. program. Any interruption of employment (leave, sickness, injury, etc.) during the probationary period in excess of seven (7) working days per year shall not be counted as part of such probationary period. Probationary-Officers may be discharged or disciplined at the sole discretion of the Department without recourse to the provisions of this Memorandum; however, they shall have the right to appeal a discharge to the Chief or his designee whose decision shall be final and binding.

Probationary Officers shall not accrue seniority until the completion of their probationary period. Upon the completion of the probationary period, the officers' seniority date will be measured from their date of hire as provided in Article 6.

## ARTICLE 6: SENIORITY

### Section 6.1 General

Seniority shall be measured by continuous service as a sworn police officer in the Department from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence of not to exceed ninety (90) days, and lay-off not in excess of three (3) years. Seniority shall be broken by discharge, resignation, retirement, lay-off in excess of three (3) years, permanent disability, or suspensions of four (4) months or more or leaves of absence of ninety (90) days or more. Provided that, in the case of break in seniority caused by suspensions of four (4) months or more, or leaves of ninety (90) days or more, seniority shall be reduced only by the length of the suspension or the number of days in excess of ninety (90) days for leaves of absence. In cases of disputes concerning seniority the Department's records shall govern. The seniority of officers hired after January 1, 1975, who graduated in the same Police Academy class and have the same date of hire, shall be established by the individual officer's class rank in his graduating class.

### Section 6.2 Reduction in Force

In the event of a reduction in force, seniority will be the determining factor in selecting the officers to be laid off. Officers will be recalled to duty in reverse order of their layoff.

### Section 6.3 Seniority Sergeants and Detectives

A Detective or Sergeant promoted out of the bargaining unit will retain his full seniority rights upon return to the unit, if such return occurs within six (6) months. If the officer returns to the unit more than six (6) months and less than two (2) years after his withdrawal, he shall be credited with seniority only for the time actually served in bargaining unit classifications. In the event an officer remains out of the bargaining unit for a period of more than two (2) years, he shall forfeit his seniority. If a Captain is reduced to his previous rank, he shall commence earning "time in grade" seniority from the date he last assumed the duties of that previous rank. Seniority for Sergeants and Detectives shall be measured by time in grade. For promotions occurring on or before January 1, 2016, if time in grade is equal, continuous service shall control; and, if continuous service is equal, ranking on the applicable eligibility list, from which they were promoted, will control. For promotions occurring after January 1, 2016, if time in grade is equal, ranking on the applicable eligibility list from which they were promoted will control.

### Section 6.4 Seniority Roster

The Lodge will be provided with an up-to-date seniority roster containing names, length of service (time in grade for Sergeants and Detectives), and rank of each officer represented by the Lodge. This seniority roster will be provided to the Lodge and will be posted not later than fifteen (15) calendar days prior to the opening of the annual bid period in December. In the event an officer believes an error has been made as to his position on the seniority roster, he shall have ten (10) calendar days after the roster is posted to file his protest, in writing, with the

Chief through the Lodge.

## ARTICLE 7: HOURS OF WORK

### Section 7.1 General

The work week shall extend from 0001hours Thursday to 2359 hours the following Wednesday. The standard work day shall be eight and one-fourth (8-1/4) hours of work per day; the standard work week shall be forty-one and one-fourth (41 1/4) hours of work per week. Normally, each employee's assignment will consist of five (5) consecutive days of work with two (2) consecutive days off, except when an officer bids and changes positions. Relief personnel will work the hours and days assigned, in accordance with §8.3.

The pay period shall be Thursday to Wednesday.

### Section 7.2 Criminal Investigations Bureau

The normal work week in the Criminal Investigations Bureau shall consist of five (5) consecutive days of work with two (2) consecutive days off during the work week; however, it is recognized that certain personnel within the Criminal Investigations Division will necessarily be required at periodic intervals to work more days than specified herein.

### Section 7.3 Shift Assignments

There may be three basic work shifts within the Bureau of Operations and Crime Scene Investigations Unit. There may also be a flexible umbrella shift in the Bureau of Operations and Identification Unit. The hours for these basic shifts shall be established by the Department. The Lodge shall be notified in advance of modification to these hours. The work shift for officers shall begin fifteen (15) minutes before their scheduled tour of duty. This time

shall be considered part of the normal work day and not subject to overtime compensation. The Department and the Lodge agree to meet jointly and confer, during the term of this Memorandum, for the purpose of exploring alternative work schedules to those schedules already outlined in Article 7.

#### Section 7.4 Community Oriented Policing Unit

Community police officers' work hours shall normally be in accordance with Section 7.1. At the officer's discretion, and with unit supervisory approval, for the purposes of fulfilling the objectives of Community Oriented Policing, the officer may split his eight and one-quarter (8-1/4) hour work day. If the work day is split, one hour of travel time shall be granted to the officer as part of the eight and one-quarter (8-1/4) hour work day.

#### Section 7.5 Meal Period and Coffee Breaks

Each officer shall be allowed a thirty (30) minute meal period per tour of duty. Such meal periods shall be taken between the second and seventh hours of such tour except under extenuating circumstances and with permission of the officer's field supervisor. An officer will be subject only to priority calls during his meal period. Officers will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

### ARTICLE 8: WORK ASSIGNMENTS

#### 8.0 General:

The Department will use consistent methods and procedures when implementing the provisions of Article 8.

a.) Absentee Bid – Failure to Bid

In the event an officer is going to be absent during the entire period that a job is posted for bid, or call for resume and qualified bid, the officer shall have the opportunity to submit a request to fill the bid, call for resume, or qualified bid by proxy. The proxy shall be signed by the officer. One copy of the proxy request shall be given to the President of the Lodge or his designee, who shall exercise it and one copy to the Chief. The officer who makes such a proxy request must fulfill the selection provisions of the bid that other officers are required to fulfill.

b.) Spousal Supervision

The Department and the Lodge recognize the unique nature of marriage, the marriage contract and spousal privilege. Therefore, spouses may not directly supervise spouses. The subordinate officer spouse must select a position that is not supervised directly by the supervising or commanding officer spouse. The parties agree that the language contained in this paragraph shall not be applicable to the Acting Sergeant provisions in Section 8.6(a). In the event that a bargaining unit member is made Acting Sergeant during a shift in which his/her spouse is also working, that member will recuse himself/herself from directly supervising him/her on any incidents which may occur. In those instances, the Acting Sergeant will call upon another supervisor to direct the activities of the affected spouse.

Section 8.1 Annual Bid for Bureau of Operations

a) Bidding Procedure

Officers assigned to the Bureau of Operations shall be assigned annually to their respective shifts and stations by the Bureau Director on a bid basis in accordance with seniority. Bidding for shift, station assignments and days off in the Bureau of Operations shall occur annually in December of each year. Probationary Officers shall have no seniority and

may be assigned at the discretion of the Bureau Director.

Bidding shall begin by December 15 and shall be made at the designated place between the hours of 0700 and 1700. Officers shall be assigned a time at which to bid in accordance with their seniority. Once an officer has submitted his bid, he shall immediately leave the bidding area. The result of the bidding shall become effective the beginning of the first pay period in January. If, after the date of the annual bid, and before the effective date of the annual bid, an officer's active status changes to injured on duty, as described in Section 21.7 (Injury Leave) of the Memorandum of Understanding, that officer shall have ninety (90) days from the effective date of the annual bid to fill the annual bid position. If any such affected officers fail to fill the bid position within ninety (90) days, the position shall be considered vacant and shall be re-bid within ten (10) days thereafter. The affected officer will be ineligible to bid until a release from full duty is submitted from the treating physician. Any other officer who is incapable of fulfilling the position which he has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered vacant and shall be re-bid within ten (10) calendar days. That forfeiting officer shall be assigned at the discretion of the Bureau Director. That forfeiting officer cannot re-bid this vacant position until the position has been filled and becomes open and is posted for bid again.

No officer shall be required to work two consecutive shifts as a result of the annual bid. Officers affected by this circumstance may use an accrued vacation, holiday or compensatory time for the first shift of the new bid if so desired.

b) Absentee Bid – Failure to Bid

In the event an officer is going to be absent during the period he is assigned to bid he shall have an opportunity to exercise his bid rights by proxy in accordance with Article 8.0 (a).

The proxy shall be signed by the officer and specify four (4) alternative bid choices. If the absent officer is unable to obtain a bid position with any of his alternate choices, then he shall be assigned to an unbid position by the Bureau Director.

Officers who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. These officers may be assigned to any unbid position by the Bureau Director.

All bids shall be tabulated and certified by the Bureau Director or his designee and the Lodge President or his designee.

#### Section 8.2 Extra Relief Positions

##### a) Assignments

Officers bidding extra relief assignment shall bid for shifts, days off and primary station assignment. However, officers filling extra relief positions may be temporarily transferred between stations at the discretion of the Department.

Additional extra relief positions shall be put up for bid if the open position is to be filled.

##### b) Filling Injured on Duty Vacancies

Vacancies created by an officer on injury leave will be offered to the extra relief officers on the same shift according to seniority. If the vacancy is not then filled, the Department may then assign an extra relief officer in reverse order of seniority. Provided, that extra relief officers, who fill vacancies created by an officer's having been injured on duty, may not remain in such positions for more than six (6) months. At the end of such temporary replacement period, the extra relief officer involved shall be allowed to return to his bid position.



### Section 8.3 Bidding and/or Assignment for Vacancies (other than annual bid).

#### a) Bureau of Operations

1. Permanent bid vacancies which exceed sixty (60) days, regardless of the cause of such vacancy (other than injury leave under section 21.7) shall be filled on a bid basis and must be posted for at least ten (10) calendar days prior to the expiration of the sixty (60) day period. Using Department e-mail, the Department shall notify successful bidders on the day the bid closes. The position must be filled no less than seven (7) calendar days and no more than twenty (20) calendar days from the date the bid closes. Provided that vacancies created by an officer being injured on duty shall not be subject to bid for six (6) months from the date of injury. Provided further, that probationary officers can be placed at the discretion of the Bureau Director. Positions which did not exist at the last annual bid and are being filled by probationary officers are not required to be posted for bid.

2. Officers in the Bureau of Operations entitled to bid shall have the right to successfully bid for vacancies not more than two (2) times in any calendar year, excluding the annual bid, call for resume and qualified bid positions; provided, that, upon an officer's successful bid for a vacancy, other than the annual bid, he shall be required to serve a minimum period of three (3) months in that position before he may bid for another new or vacant position in a patrol station within the Bureau of Operations.

3. If an officer is incapable of fulfilling the new or vacant position which he has successfully bid, within ten (10) calendar days of its effective date, then the position

shall be considered vacant and shall be re-bid. The forfeiting officer shall then be prohibited from rebidding that particular position until said position has been filled and becomes open for bid again.

4. The assignment of officers to fill vacancies of a duration of less than sixty (60) days shall be at the discretion of the Director of Operations.

b) Qualified Bid Procedure

1. Vacancies which exceed sixty (60) days, regardless of the cause of such vacancy (other than injury leave under section 21.7) must be posted, commencing no later than the expiration of the sixty (60) day period, and must be posted for at least ten (10) calendar days. The positions must be awarded, no more than thirty (30) calendar days from the date of the posted deadline. If an officer is incapable of fulfilling the new or vacant position, which he has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered vacant and shall be filled by another officer from the same bid.

(A) When vacancies occur or new positions are created in Community Policing, Traffic Support Unit, School Resource and Dare, Homicide, Child Abuse, Crime Analysis, Property/Logistics Unit, Threat Assessment Unit, Vice/Narcotics Unit or any Specialized Unit, the Department shall notify the Lodge and all members of the vacancy via interdepartmental e-mail and the Department will also post a copy of the notice on appropriate bulletin boards in all divisions. Specific training courses shall not be made prerequisites for filling any unit entry level bid vacancies. Successful bidders in the Threat Assessment Unit must have the approval of any outside agency / task force with whom they will be working.

(B) The posting of the new or vacant position in the units listed above in section 8.3(b)(1)(A) shall:

1. Identify the vacant or new position by name and the rank of the position;
2. List the days off for the position;
3. Identify the Unit where the position is located;
4. Identify the hours of work for the position;
5. Identify the date on which the applications for the position must be received and to whom the application should be delivered;
6. Reference the specific Standard Operating Procedure containing the specific job description for the vacant or newly created position;
7. Provide the entry qualifications for the position; and,
8. List the following factors or circumstances which disqualify an officer from bidding the position. An officer will be disqualified:
  - a. If the officer has had eight (8) or more sick leave occurrences within the twelve (12) month period prior to the bid being posted;
  - b. If the officer has had two (2) or more negligent accidents within the twelve (12) month period prior to the bid being posted;
  - c. If the officer has had two (2) or more major violations within the twelve (12) month period prior to the bid being posted;
  - d. If the officer has had two (2) or more founded internal investigations within the twelve (12) month period prior to the

bid being posted; or,

e. If the officer has received or accumulated major discipline of thirty (30) days or longer within the twelve (12) month period prior to the bid being posted.

(C) Officers shall submit their bid to the Chief of Police or his designee within the time prescribed in the bid position posting. Once the deadline has passed, the Chief of Police or his designee shall review the bids and determine if any or all applicants meet the entry qualifications or are disqualified from the position. If after such review, more than one bidder remains eligible for the position, the position shall be awarded to the senior bidder. If the need arises to change the entry qualifications, the Department shall notify the Lodge, in writing, and articulate the reasons necessitating such a change. The Department's obligation to notify the Lodge of a change in the entry qualifications will in no way abridge its management rights set forth in Article 3.2. The parties agree that the disqualifiers for each position shall not be changed, altered or amended without the consent of both parties. The parties further agree that the hours of work and the days off in the positions in units listed in Section 8.3(b)(1)(A) may be flexed with the exception of the positions in the Property/Logistics Unit, Crime Scene Investigation, and the Training Academy, excluding the positions of Range Master and Assistant Range Master. The hours of work for Child Abuse may be flexed in accordance with Section 8.3(d)(1).

(c) Positions Filled at the Discretion of Chief of Police

1. Officers assigned to the Community Affairs, Recruitment, Planning and Research, Vice or Narcotics Unit as undercover officers, who receive special duty pay as set

forth in Article 22, and officers who are selected to participate in Task Force assignments with outside agencies, shall be selected at the discretion of the Chief of Police after posting and the submission of resumes. Any other position or vacancy for Patrol Officer, Detective or Sergeant in the Vice or Narcotics Units shall be filled by the procedure in 8.3(b)(1) with the additional stipulation that personnel who submit names for positions with an outside agency must have approval of that outside agency or task force with whom the officer will work. Whenever there is a Task Force opening, all interested officers shall be considered by the Chief.

d) Criminal Investigations Bureau (CIB)

1. Permanent Vacancies

Permanent vacancies in the Criminal Investigations Bureau, regardless of the cause of such vacancy (other than injury leave under section 21.7), shall be filled on a bid basis within a reasonable period of time after the vacancy occurs. Except as outlined in Section 8.3(b)(1)(A), positions will be awarded to qualified candidates on the basis of seniority. The successful bidder shall be required to serve a minimum period of three (3) months in that position before he may bid for another new or vacant position in the Criminal Investigations Bureau. All bid notices and qualified bids for all positions in the Criminal Investigations Bureau shall list the shift and regular days off for each position. Shifts are subject to change on a temporary basis as operations dictate. Days off and hours of work for Homicide Detectives may be changed at the discretion of the Bureau Commander. When the Bureau Commander determines that the need for the change no longer exists, the Homicide Detectives shall be returned to their regular shift and days off.

## 2. Metro Squad Assignments

Detectives may be assigned to investigator positions on the Metro Squad by seniority on a rotating basis within their unit in the CIB. No Metro Squad assignments may cause a shortage of manpower within any CIB units which within the Bureau Commander's opinion renders that unit unable to perform its regular duties and the Bureau Commander may alter such assignments to protect against such occurrences. Metro Squad "Report" and "Lead" officer assignments are excluded from these assignment provisions as well as homicide officers.

## 3. Internal Affairs Unit of the Staff Support Division

New or vacant Detective positions in the Internal Affairs Unit shall be filled by initially allowing all Detectives to respond to a call-for-resume posting. After review of the resumes submitted, the Department will select a suitable Detective from those Detectives who submitted resumes. If, at the Department's discretion, no satisfactory Detective has been identified at this point the Department can select and fill the position with any Detective, who has not yet reached the rank of Master Detective. Detectives who are selected to work in Internal Affairs must remain there for twenty-four (24) months, even if during this period they have reached the rank of Master Detective. If, at the end of twenty-four (24) months, the Department and the Detective both agree, the assignment may be extended in twelve (12) month increments up to a maximum of forty-eight (48) months. Upon completion of their tour of duty in the Internal Affairs Unit, Detectives shall have the right to bump into any position in the Criminal Investigations Bureau their seniority will allow them to hold, except for the Homicide and Child Abuse Units. When a vacancy occurs in the Homicide Unit or any newly

created Detective positions, any Detective assigned to the Internal Affairs Unit may submit a bid, or qualified bid for that position. Detectives assigned to Internal Affairs shall receive special duty pay as outlined in Article 22.

e) Specialized Units

1. Vacancies

Permanent vacancies or temporary vacancies, regardless of the cause of such vacancy (other than injury leave under section 21.7), known to exceed sixty (60) days at the time they occur shall be filled on a bid basis in accordance with the procedure outlined in Section 8.3(b)(1). Specific training courses shall not be made prerequisites for filling any unit entry level bid vacancies. Only officers who have achieved the status of Patrolman First Class may bid a position in a specialized unit. An officer who successfully bids a position in a specialized unit shall be required to remain in that position and shall not have the right to bid upon another position for a period of Eighteen (18) months from the date he is notified that he is the successful bidder, subject to the provisions of Article 9.2 of the Memorandum of Understanding. The foregoing provision requiring an officer to remain in a position for eighteen (18) months shall not preclude the Department from exercising its management right to abolish such position.

Bidding for positions in the specialized unit will be done only when a vacancy occurs.

2. New Positions

Bidding for new positions in any specialized unit will be done in accordance with the procedure outlined in Section 8.3(b)(1).

3. Tactical Unit

Bidding for a new or vacant position in the Tactical Unit will be done in accordance

with the procedure outlined in Section 8.3(b)(1). Any officer filling a position within the Tactical Unit will be required to maintain physical fitness and training requirements for members of the unit in accordance with applicable Department policy and such requirements will be part of the selection process for assignment to this unit. Successful bidders in the Tactical Unit must have the approval of any outside agency / task force that they will be working with.

#### 4. Motorcycle Unit

Bidding for a new or vacant position in the Motorcycle Unit will be done in accordance with the procedure outlined in Section 8.3(b)(1).

#### 5. Bidding Work Assignments - Crime Scene Investigation Unit

Bidding for a new or vacant position in the Crime Scene Investigation Unit (CSI) will be done in accordance with the procedure outlined in Section 8.3(b)(1). An officer assigned to CSI may not exercise his seniority for callouts until he has received a certification and/or a rating of proficient or better on an evaluation in the areas of fingerprinting, blood spatter, trace evidence and forensic photography. The officer must be given such evaluation within ten (10) days of submission of a request for an evaluation, absent exigent circumstances. Any subsequent request for evaluation will be limited to one (1) evaluation every ninety (90) days.

#### Section 8.4 Police Training Officers

Officers may be selected to serve as Police Training Officers (PTO's) by the Chief of Police. PTO's selected and assigned to train recruits shall receive monthly special duty pay as outlined in Article 22 for the full year. Once selected, PTOs shall remain in their position until they express a desire to leave the position or the Department removes them from the position for cause. PTO's may also be selected and assigned by the Chief to train newly promoted



sergeants and detectives. PTO's assigned to train sergeants and detectives shall receive an additional \$4.00 per hour as special duty pay for time during which such PTO's are actively engaged in training. PTO's however shall not receive special duty pay for any time associated with providing instruction at the police academy. These officers shall be trained and properly certified by the Department and shall be assigned to their duties of recruit training, academy instruction and other assigned duties at the direction of the Chief. Seniority of the PTO's shall not be a consideration in assigning recruits or other duties but their assignments shall be determined solely at the discretion of the Department.

#### Section 8.5 Bumping

Officers of each of the following two (2) categories will be allowed to exercise their seniority by bumping into another filled or unfilled bid position:

- 1) Officers, whose jobs were abolished by the Department between annual bid periods; and
- 2) Officers who are no longer eligible or qualified to hold the positions for which they have bid because the requirements for those positions have been changed since the last bid.

When such bumping is allowed, each officer affected by the bump also will be allowed to exercise his seniority in a like manner.

The Department, when feasible, will abolish jobs at the end of a bid period, allowing affected officers to bid in the annual bid.

Officers may not bump into specialized units, qualified bid or call-for-resume positions.

#### Section 8.6 Assignment Out of Rank

The Lodge recognizes the need for individual officers to perform, from time to time, the duties of officers of the next higher rank.

a) Acting Sergeant

Patrolmen on each shift may be assigned by their immediate and/or unit supervisor to temporarily perform the duties of a Sergeant, at the per diem pay of a Sergeant. Such temporary vacancies will be filled by individuals on the same station and shift, or same unit and shift, according to their relative position on the Sergeant's eligibility list. If an officer on the same shift and station, or same unit and shift is on the Sergeants' promotion eligibility list then that officer shall fill the temporary vacancy. If there is no one available on the same shift and station, or same unit and shift, who is listed on the Sergeant's eligibility list, then the Department's seniority list shall be used starting from the most senior to the least senior officer. If no one accepts the temporary assignment from the Department's list, then the least senior patrol officer on that shift, station, or unit and shift shall fill the temporary vacancy. Probationary officers are not eligible for acting Sergeant Assignment.

b) Acting Detective

Patrolmen may be temporarily assigned to the Criminal Investigations Bureau as acting Detectives. Such temporary assignments shall be filled by the individual who is highest on the Detective eligibility list, if such individual so chooses, and that individual shall receive the per diem pay of a Detective.

In the Narcotics Unit, unit patrol officers shall be assigned by their unit supervisor to temporarily perform the duties of an acting Detective in Narcotics Unit at the per diem rate of a Detective. Such temporary vacancies shall be filled by individuals in the Narcotics Unit according to their relative position on the Detectives' eligibility list. If an officer is on the Detective promotion eligibility list then that officer shall fill the temporary vacancy. If no one

is available who is listed on the Detective's eligibility list, then the Department's seniority list shall be used starting from the most senior officer to the least senior officer. If no one accepts the temporary assignment from the Department's list, then the least senior patrol officer on that shift, station, or unit shall fill the temporary vacancy. Probationary officers are not eligible for acting Detective assignment.

In the event of special investigations which require special education, training or experience, which qualifications are not held by existing Detectives or Master Detectives, then patrolmen possessing the required special qualifications may be assigned to Acting Detective positions. Such officers shall receive the per diem pay of a Detective during the time actually served.

c) Acting Captain

Detectives and Sergeants on the Captain Promotion Eligibility List shall be given an opportunity to serve as an Acting Captain, at the per diem base pay of a Captain, to fill temporary vacancies in the following manner:

Each vacancy in the Department known to be temporary at the time it occurs will be filled by the individual highest on the Captain's Eligibility List for that station and shift, or unit and shift. If there is no one available in the station and shift, or unit and shift, who is on the Captain's Eligibility List, then the Department Seniority List from that station and shift, or unit and shift, will be used. If no one on the Department Seniority List from that station and shift, or unit and shift, volunteers, then the Senior Sergeant or Detective from that station and shift, or unit and shift shall be used to fill the vacancy. For the Bureau of Operations the acting Assistant Division Commander will come from Shift 1 and the acting Division Executive

Officer will come from Shift 3. Per Diem Pay shall commence on the first day of such service following the Captain's regular days off.

d) Procedure

The following rules shall apply when determining if and how an out-of-rank assignment should be made in the four patrol stations in the Bureau of Operations:

1. Only one hard stripe or acting Sergeant or acting Captain is required for any given shift.
2. When a "hard" Captain is working, and no Sergeant is working, a Sergeant will be held over from the previous shift and a Sergeant called in early from the next shift to fill the vacancy. When a Sergeant is held over and brought in early no acting Sergeant will be made. If no hard Sergeant is available to either hold over or come in early to fill the vacant shift, an acting Sergeant will be made to cover a vacancy that cannot be filled by a hard Sergeant.
3. On a shift where two Sergeants are assigned, an acting Sergeant may be utilized, manpower permitting, to allow a Sergeant a day off on the regular day off of the other Sergeant.

ARTICLE 9: TRANSFERS

Section 9.1 Personal Requests

Any officer may request a transfer of assignment from one shift to another or one station to another. All such requests for transfer shall be in writing and served on the station or unit commander with copies to the appropriate Bureau Director and to the Lodge. Requests for

transfer shall be granted only for legitimate personal reasons or the officer's inability to adequately perform assigned duties and provided there is an open position available or another eligible qualified officer will consent to trade shift, station or assignment with the officer seeking the transfer. If the Bureau Director denies the transfer request, the officer may appeal that decision to the Chief. Officers shall not be allowed time off or be paid for the extra days worked if the transferred officer fails, as a result of the transfer, to receive the requisite two (2) days off during the work week of the transfer. No transfers between Bureaus or into Specialized Units shall be allowed under this section.

#### Section 9.2 Departmental Transfers

Officers may be transferred by their Bureau Director, either temporarily or for the duration of an annual bid period, to another shift or station. Such transfers shall only be for the following reasons:

- 1) Providing adequate police services;
- 2) Inability to perform assigned duties;
- 3) Inability to successfully complete training requirements of his position; or
- 4) Inability to function within a given area without an unusual incidence of founded complaints.
- 5) In cases of alleged sexual harassment, temporary transfer pending completion of the investigation.

The officer affected and the Lodge shall receive notice, in writing, of the transfer and the reasons therefore. Departmental transfers, for the purpose of affording necessary police

service, shall as far as practicable be in reverse order of seniority on each shift. Officers transferred at the request of the Department shall be paid one and one-half (1-1/2) times their normal rate of pay for all hours worked over forty-one and one-fourth (41-1/4) in the event they do not receive their requisite days off.

The Department shall have the right to fill vacancies created by transfers made under this section for up to sixty (60) days without being required to place said vacancies up for bid. Such vacancies shall be filled by the least senior officer at the station and shift to which the transferred officer has been assigned. At the end of sixty (60) days, the officer who has temporarily filled the vacancy shall return to his original position and the transferred officer shall either be returned to his former position or his former position shall be declared vacant and filled on a bid basis in conformity with Section 8.3(a), unless an annual bid has occurred in the interim.

Officers within the Bureau of Operations or Services who have been transferred under subsections (2) (3) or (4) of this section, will not have the opportunity to re-bid the position or station from which they were transferred for a period of one (1) year, if within the Bureau of Operations, or two (2) years if within the Bureau of Services.

## ARTICLE 10: JOB CLASSIFICATIONS

### Section 10.1 General

The Department has full discretion in establishing, modifying, abolishing or re-establishing job classifications, determining the job descriptions and job requirements for a particular job classification, the number of personnel needed or assigned to a particular

classification, and determining the qualifications of the officers for particular job classifications consistent with the Department's requirements. The Lodge shall be notified of any new job classification prior to implementation and afforded an opportunity to consult with the Department regarding new classifications.

#### Section 10.2 Job Classifications

The job classifications for officers of the Kansas City, Kansas Police Department covered by this Memorandum shall be as follows:

Sergeant

Detective

Patrolman

##### (a) Sergeant

A Sergeant is responsible for supervision of and assistance to patrolmen and other subordinates on his tour of duty. His duties include performance of required paperwork, in addition to patrol work, taking command of more difficult situations and giving instructions to subordinates to accomplish tasks. When a Captain is not regularly assigned to a particular shift and station, or unit, and a Sergeant is thereby required to perform a Captain's work, no assignment out of rank pay (as specified in Section 8.6) shall be paid to said Sergeant. The senior Sergeant on that particular shift and station, or unit, will complete the required paperwork.

##### (b) Detective

Detectives are ranking officers who have been promoted into the Criminal

Investigations Bureau and who are then specially trained in criminal investigation and assigned to the investigation of crime. Detective duties are as more fully set out in the Department's Standard Operating Procedure & General Orders.

(c) Patrolmen

Patrolmen perform general police work involving patrol and traffic activities, enforcing state and municipal laws, regulations and ordinances protecting life and property.

Section 10.3 Sergeant - Bidding Between Bureaus

Sergeants may bid between bureaus when a vacancy occurs. In the event a position is not filled by an active Sergeant, then a Sergeant will be appointed from the appropriate eligibility list to fill the vacated position.

Section 10.4 Non-Sworn Personnel

It is recognized that non-sworn personnel must be knowledgeable of the police function, and they are not called upon to exercise the powers and authority of sworn police officers. Therefore, personnel, other than sworn police personnel, may be employed as administrative specialists to fulfill administrative and non-field functions of the Department.

Section 10.5 Prerequisites Promotion to Sergeant and Detective

Patrolmen shall not be eligible to take the written test for Sergeant or Detective until they have served four (4) years as police officers with at least three (3) years in the Bureau of Operations as members of this Department.

The three years in the Bureau of Operations as members of the Department requirement for police officers shall commence with the time that those officers received their serial



numbers from the Department.

#### Section 10.6 Prerequisites Promotion to Captain

Only Sergeants and Detectives shall be eligible to obtain a position on the promotion list for the rank of Captain. The required time in grade before a Sergeant or Detective may seek to qualify for promotion to Captain shall be three (3) continuous years prior to taking the written test for promotion. In the event a Sergeant or Detective promoted to Captain fails to successfully complete the six (6) month probationary period, he shall be returned to his former position.

### ARTICLE 11: PROMOTIONS

#### Section 11.1 Merit Promotion Qualification

Promotion to the positions or ranks of Detective, Sergeant and Captain shall be on merit. Each candidate for promotion must participate in the Departmental promotional testing, which shall comply with all Federal Equal Employment Opportunity Standards. The promotional testing shall be prepared and administered by an outside testing firm. The purpose of the testing shall be to determine an officer's suitability for the particular rank sought. All officers who take the written examination shall be eligible for further consideration for promotion.

##### (a) Written Examinations

1. Separate written examinations shall be administered for promotions to the classifications of Detective, Sergeant and Captain.
2. The written examinations for Sergeant, Detective and Captain shall

contain a sufficient number of questions to adequately meet the needs of the Department as set forth in Section 11.1 of the Memorandum of Understanding. The precise number of questions and their format shall be left to the sound professional discretion of the outside testing firm retained to develop such examinations.

3. All examinations for promotion to the positions of Detective, Sergeant and Captain shall be administered on the same day, when practical.

4. A candidate will be allowed to review a copy of his or her answer sheet and a copy of the written examination. If required by the testing protocol of the outside firm, the candidate shall return the answer sheet and copy of the written examinations after review.

(b) Interviews

1. Interviews will be conducted by Law Enforcement Examining Boards as hereinafter described for the purpose of determining an applicant's capabilities and relative suitability for the position sought. The general form and substance of the interview shall be determined by the outside testing firm. No "fact sheets" or other written material about the background or qualifications of the candidates for promotion shall be submitted to the Law Enforcement Examining Boards. To the extent reasonably possible, the interviews for each rank shall last about the same amount of time and be of the same general form and substance.

2. The interview process will be consistent with the guidelines provided by the testing agency. Each candidate will be advised of the six (6) scores that he received

from the Examining Board following the interview, provided, however, that the individual board members' scores shall not be identified.

3. The Lodge shall designate one observer. The Lodge observer shall not be present in either the interview room or the preparation room, but shall remain at the testing location until the entire process is completed to determine that the required procedures are followed. The Lodge observer's role shall be to ensure compliance with this Memorandum of Understanding. If the Lodge observer observes conduct which he or she believes is in violation of this Memorandum of Understanding, he or she shall address such issue with the Department representative coordinating testing on behalf of the Department. Nothing herein shall be construed as a waiver of the Lodge's right to file a grievance over observed violations of the testing procedures. The Lodge observer and the Department representative shall endeavor to resolve any such disputes involving the interview process. The Lodge observer shall not actively disrupt the interview process. During the testing period, the Lodge shall designate either the President, Vice President, Secretary, Treasurer or Chief Lodge Steward as its observer and the Department shall TDY that individual to the testing location for the times and dates of the testing process. No other outside observers from the Unified Government, the Lodge or any other entities shall be permitted in the interviews or other testing conducted before the Law Enforcement Examining Boards. All interviews or other testing before the Law Enforcement Examining Boards and the preparation of evaluations based on such interviews and testing by the Law Enforcement Examining

Boards shall be tape recorded. Either the Unified Government or the outside testing firm shall supply sufficient tape recording equipment and audio tapes to record these matters. Either the Unified Government or the outside testing firm shall clearly label each tape with the rank being tested, the date, and the time covered on the tape. All interviews before the Law Enforcement Examining Boards shall be tape recorded. Upon the conclusion of the testing, the tapes shall be delivered to the outside testing firm for safekeeping, along with other test materials.

(c) Law Enforcement Examining Board

1) Sergeant and Detective. All candidates for promotion to the rank of Sergeant or Detective will be interviewed by a panel consisting of three (3) officers of the Kansas City, Kansas Police Department of the rank of Captain or above, selected by the Chief and three (3) officers of the rank equal to that rank being sought (e. g., Sergeant for Sergeant interviews and Detective for Detective interviews) selected jointly by the Lodge President and the Chief. In determining the total score for each candidate's interview, the high score and low score shall be discarded.

2) Captain. All candidates for promotion to the rank of Captain will be interviewed by a panel consisting of six (6) officers of the Kansas City, Kansas Police Department of the rank of Captain or above, selected by the Chief. Three (3) of the officers shall be from the Bureau of Operations and three (3) from the Department who have served at least three years in the Criminal Investigations Bureau. In determining the total score for each candidate's interview, the high score and low score shall be

discarded.

(d) Supervisor's Evaluation

The score of the employee's last supervisor evaluation immediately preceding the creation of the promotion eligibility list shall be considered in accordance with section 11.2. Only those supervisor evaluations which have been validated by the outside testing firm may be used in the promotional process.

(e) Officers on Military Leave

Officers on military leave during promotional testing and interviews shall be permitted to test and interview for promotion upon return from such military leave. Officers returning from military leave shall have 30 days following their return to duty to declare in writing to the department that they desire to test and interview for promotion.

For purposes of determining eligibility to test and interview for promotion, officers returning from military leave must have met the eligibility requirements identified in sections 10.5 and 10.6, above, as of the original written examination date.

Section 11.2 Promotion Eligibility List

An eligibility list shall be established, based on the oral interviews, written examinations and supervisors' evaluations for each rank covered. Each candidate shall be rated on the above-referenced factors and these ratings shall be considered to determine the candidate's overall rating. The weight to be attributed to the various components (written, oral and evaluation) of the system shall be determined by the testing firm based upon the applicable job analysis conducted for each position or rank. These weights shall be made known to the

Lodge and Unified Government prior to the administration of the components along with a summary of the basis for such weighing. Officers shall be placed on a promotion eligibility list in the order of their overall rating; any tie among candidates of equal rating shall be broken by the relative seniority of the officers involved. The eligibility list shall be available for inspection and each candidate will be notified of his respective position on the list and his score and percentile on each factor. Promotions shall be made by the County Administrator with the advice of the Chief from the appropriate eligibility list in accordance with the candidate's position thereon. An officer may be passed over for promotion for sufficient cause in which case each officer passed over shall be advised in writing of the reasons therefore, with a copy to the Lodge.

The written test will be administered in 2016. Officers shall not be promoted until they attain the requisite time in grade. An officer may decline a promotion without losing his place on the eligibility list. The eligibility lists existing at the date of execution of this Memorandum shall govern promotions until the new eligibility list is effective in 2016. The eligibility lists created in accordance with this section shall govern promotions to a time of at least thirty (30) months from the effective dates of these lists or until replaced by subsequent lists after expiration of the thirty (30) months. An officer may decline a promotion without losing his place on the eligibility list.

Officers who have been placed in one of the top six (6) positions on any eligibility list shall be entitled to be promoted provided that corresponding authorized vacancies occur at anytime during the life of the eligibility list.

The top six (6) slots on the eligibility list shall be designated for a corresponding vacancy, if a tie on the eligibility list occurs seniority as defined in Section 6.1 of the Memorandum shall prevail. If the officer is on more than one list the officer must claim the promoted position when asked so that the specific vacant position selected can be designated for that officer. In the event that the current eligibility list expires before the promoted vacancies are filled by the designated officers these designated officers will retain the right to fill these promoted positions when authorized and must be promoted ahead of all officers on the respective subsequent lists.

If an officer on military leave who completes promotional testing upon return from such military leave qualifies for one of the top six (6) positions on the promotion eligibility list, such officer shall be placed in the appropriate position on such list which shall result in the bumping of the officer then in the sixth position down the list. If the officer in the position immediately below the position in which the returning military officer is placed has been promoted, the returning military officer shall likewise be promoted, retroactive to the date of the individual immediately below him on the eligibility list. If the officer in the sixth position on the list has already been promoted, such officer shall not then be demoted. If an officer on military leave tests on to the promotion eligibility list, rank seniority of such officer and the other officers on the list shall be similarly adjusted.

#### Section 11.3 Promotion Probationary Period

Officers promoted to higher ranks shall have their names removed from all eligibility lists on the date of promotion and shall be on probation for the first six (6) months of service in



the higher rank. During this probationary period, they may be demoted to their former rank by the Chief in which event they shall have the right to grieve to the level of the Grievance Board. If the Grievance Board cannot resolve the issue, the matter may be appealed to Step 5 of the grievance procedure. Any officer who is demoted shall be notified, in writing, by the Chief, of the reasons for such demotion with a copy to the Lodge.

## ARTICLE 12: JOINT STANDING COMMITTEES

### Section 12.1 Accident Review Board

(a) There shall be an Accident Review Board to review vehicular accidents involving police vehicles. The Accident Review Board shall be composed of two (2) officers appointed by the Lodge and two (2) officers appointed by the Chief. The Chief shall appoint a commander to be the chairman, who shall vote only in case of a tie. Board members who are off-duty at the time shall be compensated at the overtime rate of pay during their attendance at Accident Review Board hearings. The respective members of the Accident Review Board shall be appointed effective January 1 of each year and shall serve for one (1) year.

Officers who are involved in vehicular accidents while operating department-owned vehicles may be interviewed about the facts of those accidents by employees or agents of the insurance company insuring such vehicles. Such interviews shall be conducted at a reasonable time and place. Nothing in the interviews, and no statements prepared as a result of those interviews, shall be used by the department in any manner in seeking discipline against an officer, nor as evidence in any manner in any accident review board hearing, grievance board hearing or arbitration.



The Accident Review Board shall review accidents involving police vehicles to determine whether or not the officer involved was negligent. Tie votes shall be resolved by a decision of the chairman or in his absence the designated Commander. The Accident Review Board shall be empowered to hold whatever hearings and interviews of witnesses it deems necessary to fulfill its purpose. The Accident Review Board shall conduct its hearings monthly, giving at least five (5) calendar days notice to officers of such hearings. Accidents involving police vehicles which occur less than fourteen (14) calendar days prior to the third Wednesday of a month shall not be heard until the succeeding month's hearing. The Accident Review Board shall report its findings along with reasons in support thereof to the Chief on the date that a decision is reduced to writing. Discipline imposed as a result of the accident review board shall be imposed within fourteen (14) calendar days of the date that the decision of the accident review board is reported to the chief, which time may be extended by mutual written agreement. If the Chief imposes discipline as a result of the findings of the Accident Review Board, which results in an officer's suspension of four (4) work days or less, the officer shall have no right to appeal this action to the Grievance Board. A suspension of five (5) work days or more may be appealed. Officers may use accumulated vacation, holiday or regular overtime days in order to receive such pay for disciplinary suspensions, provided, if an officer is found negligent in excess of two (2) times in any consecutive twelve (12) month period, he may not use vacation, holiday or regular overtime days in order to receive pay for the third and succeeding suspensions.

(b) Accident Review for Rule and Regulation Violations

The Department shall have fourteen (14) calendar days after the date of a motor vehicle accident involving Department motor vehicles to determine whether the actions of the officers involved will be investigated to determine whether rules and regulations or orders of the Department have been violated. This time limit may be extended for up to fourteen (14) additional days by written agreement between the Department and the Lodge. If the Department conducts such an investigation the procedures of the Accident Review Board may not be invoked. If the Department declines to conduct such an investigation, the officers involved in the vehicular accident may only be disciplined through Accident Review Board procedures.

Section 12.2 Joint Equipment and Uniform Committee

There shall be a Joint Equipment and Uniform Committee composed of two (2) officers appointed by the Chief and two (2) officers appointed by the Lodge. The Chief shall appoint the chairperson. The purpose of the joint committee shall be to study, evaluate, meet with and make recommendations to the Chief concerning the purchase of new equipment and/or uniforms or the upgrading, utilization, maintenance or upkeep of Department equipment and/or uniforms. No change may be made in uniform or equipment requirements without written notification to the Lodge.

ARTICLE 13: INTERNAL INVESTIGATION PROCEDURES

Section 13.1 General

There shall be an Internal Affairs Unit of the Staff Support Division it that may conduct criminal or administrative investigations. Criminal investigations will involve alleged

violations of the criminal laws by an officer. Administrative Investigations shall involve the investigation of complaints against an officer by citizens, fellow officers or the Chief not amounting to a violation of the criminal laws or alleged violations of the criminal laws where only an administrative penalty may be imposed. If at any time during an administrative investigation information is obtained by the Department that presents a reasonable belief that the matter is criminal in nature the provisions of section 13.3, criminal investigation procedures, shall be immediately adhered to.

#### Section 13.2 Administrative Investigations Procedure

In order to insure that all investigations by the Internal Affair Unit are conducted in a manner conducive to public confidence, good order and discipline, while observing and protecting the individual rights of each officer, the following rules of procedure are hereby established:

(a) An officer who is the subject of an administrative investigation may request that a representative of the Lodge be present during the interrogation. Officers shall be entitled to an uninvolved Lodge representative during any meeting with management that officers reasonably believe will result in disciplinary action. The Lodge representative may observe the interview/interrogation and consult with the officer and interviewer before the interview/interrogation is concluded for the sole purpose of securing the officers rights pursuant to the Memorandum of Understanding. Upon the conclusion of the Department's questioning, the Lodge representative may ask questions of the accused officer. The Department and the Lodge representative may ask further questions upon the conclusion of each party's questioning and follow up. Neither party shall prevent the other from asking



questions or disrupt or interfere with their questioning in any way. This section shall not apply to any truth verification pre-test or test. If the preferred Lodge representative cannot be made available at the designated time and location, the Lodge shall be obligated to provide an alternative representative. The Department shall give no less than twenty-four (24) hours notice of a scheduled interview/interrogation. This representative shall be considered as being on Lodge business pursuant to Article 2 and Article 16.

(b) The interview/interrogation of any officer shall be at a reasonable hour, preferably when the officer is on duty, unless the circumstances of the investigation dictate otherwise, all as determined by the Department.

(c) The interview/interrogation shall take place at a location designated by the investigating officer, usually at a police facility.

(d) The officer shall be informed of the rank, name and command of the interviewing/interrogating officers as well as the rank, name and command of the officer in charge of the investigation and the identity of all persons present during the interview/interrogation. When an officer is directed to report for interview/interrogation his commanding officer shall be notified prior to that time when feasible.

(e) The officer shall be informed of the nature and the basic facts (date, time, place and type of incident) and the specific allegations known to Internal Affairs Unit at the time relating to the investigation before any interview/interrogation commences. If it is known that the member being interrogated is a witness only, he shall be so informed.

(f) The interview/interrogation shall be completed as soon as possible not to exceed four (4) hours. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.

(g) The officer shall not be subjected to any offensive language, coercion or promise of reward as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary action.

(h) The complete interview/interrogation of the member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview/interrogation shall be noted in the record.

(i) When any statement which an officer gives is reduced to writing, he shall be given an exact copy of the signed statement within one (1) business day of making the request; and, if the questioning is mechanically or steno graphically recorded, he shall upon request, be given a copy of such recording and/or transcript, except tapes and recordings of polygraph and CVSA examinations. Any request for a copy of a recording must be made prior to the officer's signing the transcript, after which the recordings may be destroyed. The cost of the officer's tape shall be borne by the officer.

(j) The refusal by an officer to answer questions or give a statement during any non-criminal investigation whether as a participant or a witness may result in disciplinary action.

(k) Internal Affairs Unit records shall not be used as a basis for the subsequent discipline of officers after two (2) years and one (1) month. The Department's continued maintenance and use of Internal Affairs Unit information will not change as a result of this section.

(l) The Internal Affairs Unit shall have one-hundred twenty (120) days from the date a complainant signs his Internal Affairs Unit complaint in an administrative investigation or the Chief assigns a Department Investigator within which to report its findings to the Chief, which



findings shall be file-stamped by the Chief's office upon receipt. In the case of a complaint which is originally investigated as a criminal investigation, the Internal Affairs Unit shall have ninety (90) days from the date such complaint is converted into an administrative investigation within which to report its findings to the Chief's office, which findings shall likewise be filed-stamped by the Chief's office upon receipt. The Chief shall have thirty (30) days from that date within which to render his decision as to discipline, if any; the Chief must provide the Lodge and the officer with a copy of his decision as to discipline within those thirty (30) days. The Chief may also return the investigation to the Internal Affairs Unit for an additional thirty (30) days and the date on which the investigation is returned to the Internal Affairs Unit shall be file-stamped by both the Chief's office and the Internal Affairs Unit. If the file is so returned, the Chief must provide the Lodge and the officer with a copy of his decision as to discipline within thirty-five (35) days of the date on which the investigation was returned to the Internal Affairs Unit.

(m) An officer shall not generally be required to perform a shooting re-enactment within twenty-four (24) hours of any shooting. Exceptions to this may be granted only by the Chief of Police when in the Chief's judgment a re-enactment within a shorter period of time is necessary if the true character of the shooting event is to be captured by the re-enactment.

(n) Officers shall not be ordered to consent, as a condition of employment, to provide a blood, urine or other bodily fluid sample with the exception of testing administered through the Unified Government's Substance Abuse Policy.

(o) Officers shall not be ordered to consent, as a condition of employment, to provide personal financial records, personal phone records or personal passwords to private email accounts or private social network sites.

(p) Officers shall not be ordered to consent, as a condition of employment, to a search of their home or their personal vehicle or any personal property to which such officer has a reasonable expectation of privacy.

### Section 13.3 Criminal Investigations Procedure

With the exception of OICIT investigations, which may be conducted by either Internal Affairs or the Major Case Unit, and with the further exception of investigations conducted by other agencies, if an officer is under arrest or a suspect or the target of a criminal investigation, the investigation shall be handled by the Internal Affairs Unit, and the officer shall be advised of his rights pursuant to the appropriate legal procedure as dictated by the United States Supreme Court and the rights granted by the State of Kansas and the United States. If an officer chooses to invoke his protection under the appropriate legal procedure as dictated by the United States Supreme Court at that time, he will not be subject to charges of insubordination or failure to cooperate for that reason. Criminal investigations shall be completed before the commencement of any administrative Internal Affairs Unit investigations concerning the same matter.

- (a) The interview/interrogation of any officer shall be at a reasonable hour, preferably when the officer is on duty, unless the circumstances of the investigation dictate otherwise, all as determined by the Department.
- (b) The interview/interrogation shall take place at a location designated by the investigating officer, usually at a police facility.
- (c) The officer shall be informed of the rank, name and command of the

interviewing/interrogating officers as well as the rank, name and command of the officer in charge of the investigation and the identity of all persons present during the interview/interrogation.

- (d) The officer shall be informed of the nature of the specific allegations and the basic facts (date, time, place and type of incident) known to Internal Affairs Unit at the time relating to the investigation before any interview/interrogation commences.
- (e) The interview/interrogation shall be completed as soon as possible and normally will not exceed four (4) hours. Time shall be provided for personal necessities, meals, telephone calls, and rest periods.
- (f) The officer shall not be subjected to any offensive language or coercion.
- (g) The complete interview/interrogation of the member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversation except by mutual agreement. All recesses called during the interview/interrogation shall be noted in the record.
- (h) The officer shall be given an exact copy of any written statement he may execute, or if the questioning is mechanically or stenographically recorded, he shall upon request, be given a copy of such recording and/or transcript, except tapes and recordings of polygraph and CVSA examinations. Any request for a copy of a recording must be made prior to the officer's signing the transcript, after which the recordings may be destroyed. The cost of the officer's tape shall be borne by the officer.



- (i) Internal Affairs Unit records shall not be used as a basis for the subsequent discipline of officers after two (2) years and one (1) month. The Department's continued maintenance and use of Internal Affairs Unit information will not change as a result of this section.

#### Section 13.4 Interrogation of Lodge Representatives

The Department will not question lodge representatives about conversations between those representatives and the employees they represent when those conversations occur in the ordinary course of the lodge representatives' performance of their official duties on behalf of the FOP and its membership. This does not prohibit the Department from questioning a lodge representative when such representative's conduct is the subject of an Internal Affairs investigation or when such representative is a witness to any conduct which is the subject of an Internal Affairs investigation.

#### Section 13.5 False Complaints

All complaints against officers which are determined to be unfounded, or in which the officer's conduct is exonerated, shall be reviewed by the appropriate commander for recommendation for prosecution.

#### Section 13.6 Officer's Privacy

When an officer is under a criminal or Internal Affairs Unit investigation, the Department shall not release an officer's home address, telephone number or photograph to the press without his consent. In these situations, Department press releases containing an officer's name shall not be released.

### Section 13.7 Polygraph Examination/Computer Voice Stress Analysis

When a complaint is filed by an identified complaining witness, no officer shall be required to submit to a polygraph examination or Computer Voice Stress Analysis (CVSA) without the complaining witness(es) being required to submit to a polygraph examination or CVSA first. The Lodge recognizes that in agreeing to take such examinations, officers will be required by polygraphers or CVSA examiners to sign waivers of liability. No officer will be required to sign any document which does not accurately state the conditions under which he is taking the examination. No statement of an officer shall be subject to psychological stress evaluation without his being advised that the statement will be so subject before making the statement. The pre-test for and the results of any polygraph examination or CVSA evaluation may not be used in evidence in any manner at any Grievance Board hearing or arbitration arising under this Memorandum of Understanding, wherein discipline of an officer is at issue.

### Section 13.8 Internal Affairs Forms; Appendix

The Department and Lodge acknowledge and agree that the Internal Affairs Unit forms, which are attached as appendix A to this Memorandum, comply with article 13. The Department shall supply the appropriate form to each officer. Should the law, which applies to any of the matters set out in article 13, be changed or modified by a court of competent jurisdiction, the parties agree to meet and confer to incorporate the appropriate and/or necessary changes into article 13. The forms which are contained in the appendix are as follows:

1. Witness employee rights.

2. Accused employee administrative proceeding rights.
3. Notice of charges/allegations.
4. Criminal witness submittal.
5. Administrative submittal.
6. Request for Lodge representation.

#### Section 13.9 Officer Involved Critical Incident Team (OICIT) Investigations.

When the OICIT team is charged with investigating a critical incident involving bargaining unit members, only the Captain of Internal Affairs and one Internal Affairs Detective shall be permitted to ask questions of any officer during an administrative interview although other members of the OICIT team may be present. The remaining OICIT team members may submit questions to the two team representatives to be asked of the involved officers. Officers involved in a critical incident shall be entitled to the same rights and protections as provided under section 13.2 of this article. OICIT investigations shall be activated within fourteen (14) days of the date of the incident giving rise to the investigation.

#### Section 13.10 Preparation Of Written Administrative Statements.

Officers may be ordered to complete an "Officer Action Form" ("OAF" - Appendix A(7)) for purposes of an administrative investigation. Before completing the OAF, officers shall be afforded the same rights as provided in Section 13.2 of this Article. Officers who are required to complete the OAF shall be given twenty-four (24) hours to complete the form. It is presumed that this twenty-four (24) hour period is sufficient to allow officers who are required to complete the OAF to consult with a Lodge representative of their choosing. Officers shall



not be required to complete any other written statements that such officers reasonably believe will result in disciplinary action except for their required reports as provided in this section. This section shall not preclude the Department from conducting an oral disciplinary interview upon less than 24 hours notice. Nothing herein shall be construed as to allow officers to refuse to complete all of the required reports identified in the Department's General Orders within the time frames provided within such General Orders. Officers shall complete required reports in accordance with directives from their supervisors, including supervisors' requests to provide further information in their required reports.

#### ARTICLE 14: DISCIPLINE

The authority to discipline officers is vested exclusively in the Chief. However, the Chief may from time to time delegate this authority to subordinate officers of the rank of Sergeant or above. The Lodge shall be notified in writing of the extent of the delegation and the rank of the officers and to whom the delegated authority is vested.

Discipline imposed as a result of other than an Internal Affairs Unit, Critical Incident Team or Accident Review Board investigation shall be imposed within fourteen (14) calendar days of the incident giving rise to the discipline or of the incident becoming known, which time may be extended by mutual written agreement. The date of the incident shall be included in the calculation of this fourteen (14) day time period. In the event discipline is not so imposed no disciplinary action shall be taken.

Officers, excluding probationary officers, shall only be disciplined or discharged for just cause. Discipline or discharge for cause shall include, but shall not be limited to, discipline or discharge for violation of Department Rules and Regulations, General or Special

Orders.

Whenever an officer is summoned to appear before any command officer and/or Sergeant regarding a violation of the Department Rules and Regulations, General or Special Orders, he will have the right to request the presence of a Lodge steward or elected officer of the Lodge.

Except for exigent circumstances, an officer may not be suspended for any amount of time without first being afforded an opportunity to file his written grievance objecting to the suspension. Any suspension of four (4) days or less may be effectuated prior to the officer being allowed to have the matter heard by the Grievance Board and any suspension of more than four (4) days shall not be effectuated prior to the officer being allowed to have the matter heard by the Grievance Board and/or an arbitrator. Prior to any officer being discharged, he shall be placed on suspension without pay during the pendency of any grievance relating to the proposed discharge.

Copies of all discipline must be provided to the Lodge.

It is recognized that counseling sessions are not negative discipline but a positive form of discipline whereby corrective action is the best means to address minor occurrences of undesired conduct or performance. Counseling Forms issued by Department supervisors may not be used by the Department for progressive discipline more than 12 months after issuance.

#### ARTICLE 15: GRIEVANCE PROCEDURE

In the event of any complaint or grievance arising under the terms and provisions of the Memorandum or of any differences between the parties as to the interpretation or application of this Memorandum, it shall be processed through the grievance procedure. An impasse in

any negotiations for any Memorandum of Understanding shall not constitute a grievance.

The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from unmeritorious grievances. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and prohibited practice under the jurisdiction of the Public Employee Relations Board, the officer involved may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The officer's election of either procedure, shall constitute a binding election of the remedy chosen and waiver of the alternative remedy. Any time limit set forth in this procedure may be extended by the parties' written agreement to do so. Unless specifically indicated below, no party shall make any audio or video recording of any communications between the parties under any of the procedures within this Article.

Step 1: The matter shall first be taken up between the officer involved and the supervisor involved. A Lodge representative may be present during any step of the grievance procedure. If the grievance is not adjusted orally, it must be submitted in writing to the officer's station commander or area commander within fourteen (14) calendar days after the occurrence giving rise to the grievance or after becoming known or it shall be considered as dropped. The station commander or area commander shall send a written reply, with copies to the Lodge and the Grievant, within fourteen (14) calendar days after submission or the grievance shall be found in the officer's favor.

Step 2: In case the matter cannot be adjusted under Step 1, the matter will be

considered by the officer's Lodge Steward and his Bureau Director. Requests for consideration by the Bureau Director or his designee must be in writing within fourteen (14) calendar days of the decision in Step 1 or the grievance shall be dropped. The Bureau Director or his designee shall send a written reply, with copies to the Lodge and the Grievant, within fourteen (14) days after submission of the grievance to him or the grievance shall be found in the officer's favor.

Step 3: In case the matter cannot be settled under Steps 1 or 2, the matter will then be considered by a representative of the Lodge and the Chief or his designee. In case the matter is adjusted under Steps 1, 2 or 3, the settlement will be binding upon all parties. Any adjustment made under Steps 1, 2 or 3 shall not constitute a precedent as to future grievances. The Chief shall send a written reply, with copies to the Lodge and the Grievant, in writing within fourteen (14) calendar days after submission to him, or the grievance shall be found in the officer's favor.

Step 4: If no settlement is reached by the procedure above, the matter shall be resolved as follows.

A. Counseling.

Oral or written counselings shall only be grievable through step 3 above to the level of the bureau director. If a counseling is used for the purposes of progressive discipline, the lodge shall be entitled to challenge the merits of the counseling at a subsequent proceeding.

B. Points.

The assessment of points shall only be grievable through Step 3 above. If points are used for the purposes of progressive discipline, the Lodge shall be entitled to challenge the

merits of the assessment of points at a subsequent proceeding.

C. Suspensions of Thirty Days or Less.

Suspensions of thirty days or less shall be referred to the Grievance Board, hereinafter described, for determination. References to the Grievance Board shall be made jointly by the parties within fourteen (14) calendar days after Step 3 or be considered as having been dropped. The Grievance Board shall be composed of one duly designated Lodge representatives (or alternates), chosen by the Lodge, one duly designated Department representatives (or alternates), of the rank of Captain or above, selected by the Chief, and two (2) citizen observers (or alternates) appointed by the Mayor and the Unified Government Commissioners. One additional individual shall be appointed to the Grievance Board, who shall be selected from a panel by the FMCS or as agreed upon by the parties. If the parties do not agree upon the selection of the third member of the Grievance Board, then within fifteen (15) working days of the request for a Grievance Board hearing, the parties shall jointly and in writing, request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators, from which the parties shall select one individual to sit on the grievance board. Within fourteen (14) days after receiving such a list, the parties, or their respective designees, shall alternately strike names from the list, until only one (1) name remains, who shall be selected to sit on the grievance board. The order of striking names shall be determined by the toss of a coin. All fees, costs and expenses of retention of such individual shall be shared equally by the Union and by the Department. The Grievance Board authority shall be governed by Step 5(4) of this Article. Officers serving on the Grievance Board will be



compensated at the overtime rate of pay while serving off duty. The Citizen observers may be compensated at a rate established by the Unified Government's Board of Commissioners. Officers appearing as witnesses for either the Unified Government or the Lodge, who are off duty at the time, shall be compensated for one hour's straight time pay plus straight time pay for time actually present before the Grievance Board providing testimony. Officers who are on duty at the time that they appear as witnesses for either the Unified Government or the Lodge shall be contacted to appear before the Grievance Board one-half (½) hour before their testimony commences. A majority vote of the Grievance Board on a grievance shall be final and binding on the parties. The deliberations of the Grievance Board shall be confidential. The parties will be advised of the vote of the Grievance Board on a particular grievance, but the manner in which the individual members voted shall not be announced. Each party's appointed representative to the Grievance Board shall be selected on a case by case basis. The Grievance Board shall meet promptly upon call but in any event, not later than sixty (60) days after the selection of the third party Grievance Board member, unless otherwise agreed upon by the parties. A majority determination of the Grievance Board shall be final and binding upon the parties. Each party shall provide to the other at least twenty days prior to any disciplinary hearing before the Grievance Board a list of witnesses who may testify and a copy of exhibits which may be offered at the hearing. Any amendments to the lists of witnesses or exhibits shall be provided in writing at least ten (10) days prior to the hearing. Attorneys at law shall be permitted to appear at Grievance Board hearings as a representative of each party.

D. Suspensions In Excess Of Thirty Days Or Terminations.

Grievances involving suspensions in excess of thirty (30) or terminations shall proceed to mediation through the FMCS conducted by Patrick Dunn prior to proceeding to step 5 below.

F. Contract Interpretation.

Grievances involving matters of contract interpretation which are not associated with disciplinary matters shall be discussed by Counsel for the Department and Counsel for the Lodge before proceeding to step 5 below.

Step 5: In the event a satisfactory solution cannot be reached between the parties through the procedure set forth above, arbitration may be requested by the Department or the Lodge, in the following manner:

(1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Steps 3 or 4 above. The notice shall set forth the articles or sections of this Memorandum which are claimed to require modification or reversal of the decision previously made. If notice of intent to arbitrate is not delivered within fifteen (15) calendar days, the grievance shall be deemed abandoned.

(2) Within twenty-one (21) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS), and the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected. If the party upon whom a properly executed FMCS request is served fails to execute

and send such request within twenty-one (21) calendar days of service thereof, then the grievance shall be found in favor of the non-defaulting party.

(3) Officers shall not be paid for the time spent in attending an arbitration proceeding other than as a witness on behalf of the Department.

(4) The jurisdiction and authority of the arbitrator shall be bound by the following:

- a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on both parties.
- b) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- c) In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him by the parties in the presence of each other.
- d) The arbitrator shall have no authority to substitute his judgment for that of the management of the Unified Government or Police Department, nor shall he have authority to usurp, subtract from, modify or exercise any management right of the Unified Government or the Police Department.
- e) In discipline or discharge matters, the arbitrator shall have the discretion

to increase or decrease the discipline imposed, if the evidence so warrants.

- f) The cost of the arbitrator shall be shared equally by the Unified Government and the Lodge.

#### ARTICLE 16: STEWARDS' RESPONSIBILITIES

The authority of stewards and alternates so designated by the Lodge shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Memorandum;
2. The collection of dues when authorized by appropriate Lodge action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Lodge or its officers, provided, such messages and information (a) have been reduced to writing, or (b) if not reduced to writing and are not in violation of Article 17 regarding strikes and lockouts.
4. Regular attendance at the monthly FOP membership meetings.

Stewards shall be permitted reasonable time to investigate, present and process grievances without loss of pay during regular working hours, provided enough personnel remain on duty to provide adequate police service. Time spent on Lodge activities or representation of members outside the steward's normal work hours shall not be considered time spent in the employ of the Unified Government or the Department.

Stewards and alternates have no authority to take strike action, or any other action

interrupting the Department's operation. In the event of such action by a steward he shall be subject to proper discipline.

There shall be no more than one (1) steward and one (1) alternate per shift, per station or per unit. A list of stewards and alternates shall be provided to the Chief every six (6) months (January and July) which list shall be updated sooner if modifications occur between these dates.

#### ARTICLE 17: STRIKES AND LOCKOUTS

The Lodge, on behalf of its membership, recognizes that the protection of the public health, safety and welfare are of paramount importance to itself and the Unified Government. Therefore, during the life of this Memorandum the Lodge will not condone, nor encourage nor instigate any work slowdowns, stoppages or strikes, or any actions that are detrimental to the operations of the Department. The Unified Government agrees that it shall take no actions that could be defined as a lockout nor shall it discriminate against any employee for his actions as a member of the bargaining unit, provided those actions are not proscribed by law.

Any violation of this Article may be the subject of disciplinary action, including discharge.

The Lodge shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein, take all reasonable affirmative action to terminate such conduct.

#### ARTICLE 18: VACATIONS

##### Section 18.1 General

After completing one (1) year of service, each officer shall be entitled to vacation pay

which will be prorated in accordance with Section 18.4 of this Article for any portion of the initial year of employment occurring before January 1. Thereafter, vacation pay shall be earned from January 1 of each year to January 1 of the next year on the following basis:

- (a) Over One (1) year of service as a sworn officer - 120 hours
- (b) Over five (5) years of service as a sworn officer - 160 hours
- (c) Over eleven (11) years of service as a sworn officer - 200 hours
- (d) Over nineteen (19) years of service as a sworn officer - 240 hours

Officers must have completed the requisite years of service prior to January 1 of a given year in order to be eligible for greater vacation benefits that year.

#### Section 18.2 Scheduling

When an officer is on vacation and one of the holidays recognized by this Memorandum falls during that period, the officer shall receive one (1) additional day off with pay. The vacation period and schedule of vacations of each qualified officer shall be set by seniority, desire and preference of the officer consistent with the efficient operation of the Department. Vacations will be scheduled between February 10 and April 1 of each year. Officers must select their vacation preference on the date the Department requests the information. Seniority may only be exercised by the individual officer on his first choice for a vacation period. In the event an officer bids to another position or assignment after April 1 of any given year, he shall not be entitled to exercise his seniority for a preferred vacation. Requests for days off using vacation hours, comp time hours, award hours, or holiday hours shall be responded to no later than forty-eight (48) hours before the start of the officer's shift



on the requested day off but shall in no instance be permitted to detract from providing adequate police service. If the requesting officer is not on duty it will be the responsibility of the requesting officer to contact the Department for confirmation of denial or approval of the day off request.

#### Section 18.3 Exception

Officers shall not accrue vacation hours while on leave of absence, lay-off, suspension or while absent due to a non-work related injury or illness unless they are on approved sick leave. In the event an officer is absent from work on an authorized leave of absence, or on lay-off status or due to a non-work related illness or injury for which he is not on approved sick leave, his vacation hours shall be reduced pro rata to the portion of the year he earned and was eligible for vacation privileges.

#### Section 18.4 Pro-Rata Vacation

For the purpose of computing vacation hours an officer shall earn one-twelfth (1/12) of his vacation hours for each month of service during the twelve month period preceding January 1 of each year. Each month in which an officer works fifteen (15) days shall be considered a month of service. Officers who are discharged prior to taking their vacation shall not forfeit any right to vacation or vacation hours. Vacation time shall normally be taken in the calendar year in which the vacation falls or it is forfeited.

Officers shall have the right to carry over forty (40) hours of their vacation hours each year but the total accumulated carried over vacation hours shall not exceed one-hundred and twenty (120) hours. Such accrued or carried over vacation hours must be recorded separately

from an officer's entitlement to regular overtime/compensation time.

#### Section 18.5 Vacation Buy-Out

Officers shall be entitled to be paid in cash at the time of retirement from the Department for accrued unused vacation pay standing to their credit at the time of their retirement; in the case of death in service of any officer for any reason, such payment shall be paid to the person or persons designated as that officer's beneficiary or beneficiaries under the Kansas Police and Firemen's Retirement System.

#### Section 18.6 Cadet Time

All cadets who have become sworn officers in the Department shall receive credit for vacation pay earned as a cadet toward the accrual of vacation pay under Section 18.1 when their cadet service and service as a sworn officer are consecutive and unbroken.

### ARTICLE 19: RETIREMENT AND PENSION FUND

All officers shall come under the Kansas Police and Firemen's Retirement System as set forth by the Unified Government, in effective Charter Ordinance and Kansas State statutes.

### ARTICLE 20: PROFESSIONAL COURSES

The Unified Government and the Lodge are in agreement that it is in the best interests of the Department that as many employees as possible participate in professional, educational and training courses whenever the same are available. In order to facilitate the availability of such courses to the personnel of the Department the following are hereby adopted:

#### Section 20.1 Notification and Eligibility

The Chief shall have the authority to determine which unit or units, if any, are in need



of any particular training course or seminar. The Chief shall determine who may be excused from work to attend such courses pursuant to the following guidelines:

- a) Education qualifications as may be required for admittance to a course.
- b) Special technical training as may be required for admittance to a course.
- c) The applicability of such course to the officer's present assignment.
- d) Any established prerequisites or criteria that are mandated by the school, funding agency or the Department.

If the foregoing factors are all equal, seniority within the applicable Unit will prevail in determining officers to be sent to each such course or seminar.

An officer may attend only two (2) conferences or courses outside of the metropolitan area per calendar year unless waived by the Unified Government.

#### Section 20.2 Classification of Courses

Recognizing the budgetary limitations on the Department, the following classifications of training courses shall be adopted:

a) General In-Service Training. In-service Departmental training shall be available to all officers. The Chief or commanding officers may require attendance of officers who, in their opinion, are in need of the course being offered.

b) Mandatory In-Service Training. State law requires forty (40) hours of in-service training per year for every sworn officer of the Department. If any officer fails to complete this requirement, he or she shall lose their state training certification and automatically be suspended until such time as they so qualify.

c) Metro Squad Training. The Chief shall determine if any officers shall be assigned to Metro Squad Training. Any candidates from the Department to be assigned to Metro Squad Training must first come from the Criminal Investigations Bureau. Detectives within the Criminal Investigations Bureau shall be given the right to bid upon any opening, for training which they have not previously attended, in accordance with the Detective's time in grade. If no qualified Detective submits a bid to attend the Metro Squad Training being offered, the assignments may then be offered to First Class Patrolmen on the Detective's Eligibility List, in the order of their place thereon.

d) Other Training. All other Training and Courses (including all courses not initiated or conducted by the Department) to which the Department decides to send an officer or officers, whether within or outside the metropolitan area, shall be open provided that monies are available either within the budget or through grants or other monetary programs.

## ARTICLE 21: LEAVES OF ABSENCE

### Section 21.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that the leave is to be with pay.

### Section 21.2 General Leaves of Absence

Any general leave of absence which shall be granted is the decision of the Chief. The maximum general leave of absence shall be for thirty (30) calendar days, but the Chief may extend such leave in writing for a period of up to ninety (90) calendar days. Any officer desiring a general leave of absence shall submit a written request to the Chief stating the reason

for such request, at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an officer may take a general leave of absence, written permission must be obtained from the Chief with notice to the Lodge. The time an officer spends on general leave of absence shall not be counted as time worked in determining any benefits under this Memorandum. Failure to report at the end of a general leave of absence will be considered a voluntary resignation on behalf of the officer. If an officer on a general leave of absence obtains other employment with a law enforcement agency while on such leave, his Unified Government employment will be automatically terminated and the officer will have no recourse whatsoever under this Memorandum.

#### Section 21.3 Educational Leave

Educational leaves, not to exceed twelve (12) months, may be granted without pay to an officer. Requests shall be submitted in writing and must be approved by the Chief. The time an officer spends on educational leave shall not be counted as time worked in determining any benefits under this Memorandum.

#### Section 21.4 Personal Leave

Officers may, with the Bureau Director's and the Chief's permission, take a personal leave with pay. This personal leave shall not exceed five (5) work days and will be charged to the individual officer's accumulated sick leave. Personal leave shall only be granted for causes which materially impair the manner in which the officer would perform his job. No officer shall be entitled to more than one (1) such leave in a calendar year.

#### Section 21.5 Maternity Leave

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth the date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Department shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be consistent with the officer's rights, and responsibilities, under the Family and Medical Leave Act (FMLA).

#### Section 21.6 Military Leave

The Department and the Lodge agree that the terms and conditions of employment for those officers who voluntarily or involuntarily enter active duty in any branch of the military service, or who otherwise fall within the protected class of individuals under USERRA or other applicable Federal or State law relating to military leaves of absence, shall be governed by USERRA or such other applicable Federal or State law. Additionally, members of the bargaining unit who are called to active duty will be allowed up to five (5) military leave days per year with pay. Once members have utilized this bank of military leave time, they may use either accumulated leave or be placed in a non-pay status, at their option.

#### Section 21.7 Injury Leave

a) An officer who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the officer is temporarily totally disabled, as defined by the Kansas Workers' Compensation Act, because of such injuries, he shall receive the difference between his regular

base pay and the workers' compensation benefits received, (hereinafter referred to as (supplemental I.O.D. Pay) for the time period that his total disability continues, but not to exceed the first twenty-six (26) weeks of any such injury leave upon the following conditions:

1. The officer is suffering from a bona fide injury received arising out of and in the course of performance of his duties with the Kansas City, Kansas Police Department, as determined by the Chief of Police, which injury has resulted in and continues to result in the temporary total disability of the officer, preventing the officer from being gainfully employed by the Department;

2. The officer provides statements from his treating physician at least once every thirty (30) days which statements set forth the officer's current medical condition, the likelihood of said officer's return to work and a statement, based upon reasonable medical certainty, as to when the injured officer may return to his regular duties with the Department and a statement that the injured officer is temporarily unable to return to his duties due to his injuries;

3. If the physician referenced in paragraph number 2 is not of the Department's choosing, the officer must submit, on a periodic basis at the Department's request, to an examination by a physician of the Department's choosing. If such physician agrees that the officer is unable to perform gainful employment with the Department, the officer shall be entitled to receive the supplemental pay referenced herein. If the selected physician disagrees with the treating physician as to the officer's ability to perform Department work, then the officer shall submit to examination by a third physician selected by the FOP President and the

Chief. The determination of the third physician shall control.

If the officer does not meet conditions (1) (2) and/or (3) above, he shall not be entitled to receive the supplemental pay set forth herein, but he may continue to be entitled to release from his employment in accordance with the provisions of the Kansas Workers' Compensation Act. In such event, compensation received by the officer shall be governed solely by the Kansas Workers' Compensation Act. No officer will be entitled to receive more compensation as a result of being involved in a compensable injury than he would have received had he been working during the period on his regular schedule and at his regular rate. Permanent partial disability settlement or award payments are excluded from the terms of this paragraph.

a) In any event, officers on injury leave in excess of twenty-six (26) weeks shall only receive compensation as governed by the Kansas Workers' Compensation Act. Officers who exhaust the twenty-six (26) weeks of IOD leave may use other leaves including sick leave, vacation or compensatory time to cover any further work absences related to the injury. No officer will lose any benefits while on approved injury leave. If fifteen (15) months following the date of the officer's injury he is still unable to return to full duty, he must apply for a disability pension, resign his position with the Department, or be terminated.

b) An officer on injury leave shall be required at least every thirty (30) days to furnish a physician's certificate to the Department stating the officer's medical condition, the likelihood of said officer's return to work and a statement, based upon reasonable medical certainty, as to when the injured officer may return to his regular duties with the Department and a statement that the injured officer is unable to return to his duties due to his injury.

c) An officer injured on duty, must report, in writing, such injury forthwith to his immediate supervisor. The injury shall be recorded by the officer on the appropriate Department reports in accordance with Department General Orders.

d) When an officer is on injury leave the Unified Government may require him to be examined by a physician of the Department's choosing to determine the capability of the officer to return to duty.

e) Officers on approved injury leave are prohibited from being gainfully employed by an employer other than the Unified Government or being self-employed.

f) The Department may allow officers on approved injury leave to return to light duty if they are able to perform the work, in which event they may be placed at the discretion of the Department. However, any light duty allowed shall not exceed twelve (12) months from the officer's return to such duty.

#### Section 21.8 Funeral Leave

Each officer shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, one of which shall be the day of the funeral. The officer may be granted one (1) additional day off with pay for each 500 miles he must travel. The term "immediate family" shall include the officer's spouse, children, step-children, grandchildren, parents, step-parents, grandparents, spouse's grandparents, brother, sister, parents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, relative living in the officer's home, or for a person whom the officer served as a legal guardian or primary care provider. The Chief at his discretion may grant funeral leave to an officer to attend the funeral

of other relatives, or extend the funeral leave.

## Section 21.9 Sick Leave

### A. Entitlement

1) All permanent officers shall be allowed leave with pay due to sickness or non-duty related injury at the rate of one and one-fourth (1 1/4) calendar days for each calendar month of service by such officers.

2) Sick leaves shall not accumulate during General Leaves of Absence, Educational Leaves, Military Leaves, suspension or layoff.

3) Officers must actually work or be credited with working a minimum of fifteen (15) days a month to qualify for that month's Sick Leave entitlement.

### B. Limitation of Accumulation

There shall be no limit to the number of sick-hours that the officer may accrue.

### C. Transferred Employees

When an officer is transferred to another Department of the Unified Government, any unused sick leave hours that may have accumulated to his credit shall continue to be available for his use, as necessary.

### D. Termination

Upon an officer's voluntary resignation, termination for just cause or layoff in excess of three (3) years, any accrued, unused sick leave shall be forfeited.

### E. Retirement or Death

Accrued unused sick leave will be forfeited except when an officer who shall have



accumulated sick leave and retires in accordance with the provisions of the Kansas Police and Fire Department Retirement Systems Act or is killed in the line of duty. Officers who retire as herein provided shall receive regular straight time compensation for any accumulated unused sick leave, but not to exceed one hundred twenty (120) calendar days and such compensation shall not exceed four (4) months base pay. Thirty (30) days of accumulated sick leave shall be used for each one (1) months equivalent pay. If an officer has less than the referenced number of accumulated sick leave days, he shall receive the pro-rated one-thirtieth ( $1/30$ ) of one (1) months pay for each day of accumulated sick leave existing at that time. If an officer is killed in the line of duty, his heirs under the Kansas Policemen and Firemen's Retirement System shall be entitled to receive pay for all accumulated sick leave the deceased officer has on the books at the date of his death.

F. Use Provisions

1) Use of accumulated sick leave by an officer or payment to an officer of paid sick leave shall be subject to the following rules:

(a) Sick leave may only be used for the purpose for which it was intended, that being to provide an officer with protection against a loss of pay due to an actual illness. Sick leave may be utilized for maternity leave or physical or mental illness.

(b) The granting of sick leave shall be at the determination of the Chief or his designee.

(c) The officer shall not be entitled to receive paid sick leave unless he shall

notify his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.

(d) The Unified Government shall have the right to have made, from time to time, by its physician at its expense, such examination as it may deem necessary to ascertain an officer's condition during his illness.

(e) If an officer uses sick leave on eight (8) or more occasions in any twelve (12) consecutive month period, he may be notified by the Chief or his designee that he is placed on restrictive sick leave for the next twelve (12) months. If the officer uses sick leave on eight (8) or more occasions during the second twelve (12) month period, he may be subject to termination. The officer shall be notified in writing when he is placed in this category. When an officer is on restrictive sick leave, he shall be subject to the following rules concerning use of sick leave:

1. He shall furnish a statement from a Medical Doctor (M.D.) or licensed Nurse Practitioner on the first day he returns to work to the Chief or his designee. The Statement shall contain the physician's report that the officer was off due to injury or, that the officer was unable to work on the days that he was absent.

2. If the officer does not furnish a physician's statement, as provided herein, he shall be subject to the following discipline:

- a. 1st offense - five (5) work days suspension without pay;

- b. 2nd offense - ten (10) work days suspension without pay;
- c. 3rd offense - termination.

3. Shall be restricted from off-duty law enforcement related employment.

(g) Officers not using any sick leave or injury leave from January 1st through June 30<sup>th</sup> of any calendar year shall receive one (1) extra work day off with pay July 1<sup>st</sup> of the same year. Officers not using any sick leave or injury leave from July 1st through December 31st of any calendar year shall receive one (1) extra work day off with pay January 1<sup>st</sup> of the following year. Such day off may be taken by the officer, schedule permitting and with consent of his supervisor. Officers who are not actively working for the entire referenced time period are not to be credited with the one (1) extra day off with pay.

(h) Officers on sick leave are prohibited from being gainfully employed by any employer other than the Unified Government or from being gainfully self-employed.

(i) Officers may be allowed to donate sick time to sworn officers of the Kansas City, Kansas Police Department who have a catastrophic or life threatening personal or immediate family illness. Immediate family is restricted to individuals currently defined as such by the FMLA. Officers must have at least one hundred (100) hours remaining after donating to participate. Officers may donate up to forty (40) hours. Sick time hours donated will not be

converted into any other form of compensation and donated sick time will not be paid upon separation from employment by the officer receiving the donated time. All other accrued leave and/or time must be exhausted before donated time can be used. Any sick time turned into the Department that is not used by the officer will be lost. Officers who have been disciplined for being in violation of the Department's sick leave policy within the previous twelve (12) months of the dated request shall not be eligible to participate in the process. Officers on disability are not eligible to receive donated sick time. The eligibility of an officer to receive donated sick time will be at the discretion of the Chief of police. The maximum number of donated sick leave hours is Fifteen (15) months.

G. Payment Beyond Accrued Vacation and Sick Leave

Any officer who, on account of a non-job related illness or injury, is absent beyond the period of time for which he has accrued sick leave and vacation leave may apply to be paid at the rate of one-half ( $\frac{1}{2}$ ) his base salary he was receiving at the time the illness or injury commenced, for a period not to exceed six (6) months. The granting of such additional leave shall be at the discretion of the Unified Government's Board of Commissioners. A return to work for a period of thirty (30) consecutive days shall be a prerequisite to the vesting of an entitlement to any second or subsequent period of half-pay for sick leave.

H. Records of Sick Leave

It shall be the duty of the Department to keep a permanent record of sick leave and each

officer's accumulation and use of sick leave.

## ARTICLE 22: COMPENSATION

### Section 22.1 Salary

Officers in the respective ranks shall receive the following minimum monthly salary:

Years of Continuous Service	Rank	1-1-2016 1%	7-1-2016 2%	1-1-2017 2%
1 <sup>st</sup> and 2 <sup>nd</sup> Year	Probationary & Patrolman III & II	\$3,401.78	\$3,469.82	\$3,539.21
3 <sup>rd</sup> Year	Patrolman I	\$4,367.95	\$4,455.31	\$5,544.41
6 <sup>th</sup> Year	Senior Patrolman	\$5,234.68	\$5,339.37	\$5,446.16
11 <sup>th</sup> Year	Master Patrolman II	\$5,640.64	\$5,753.45	\$5,868.52
15 <sup>th</sup> Year	Master Patrolman I	\$5,781.66	\$5,897.30	\$6,015.24
20 <sup>th</sup> Year	Senior Master Patrolman	\$5,979.46	\$6,099.05	\$6,221.03
0-5 Continuous Years	Sergeants & Detectives	\$6,038.23	\$6,159.00	\$6,282.18
6-10 Continuous Years	Senior Sergeant & Detective	\$6,189.17	\$6,312.95	\$6,439.21
Over 10 Years	Master Sergeant & Detective	\$6,313.54	\$6,439.81	\$6,568.61

### Section 22.2 Step Grades

Compensation for officers hired after January 1, 1978, will be determined by time in grade in accordance with the step grade plan. Officers in the respective ranks of Probationary Patrolman III to Master Patrolman shall progress through the steps on an annual basis determined by the officer's anniversary date provided that the officer receives the necessary

recommendations for these steps.

Probationary officers who have been suspended for seven (7) continuous work days or more during their probationary status shall not receive a step grade promotion to Patrol Officer I, 1-3 until they have served at least eighteen (18) months, plus the time of the suspension.

#### Section 22.3 Special Duty Pay

Officers employed in the following capacities will receive as special duty pay the following amounts per month in addition to their base pay:

A.	Bomb Technician	\$75.00
B.	C.S.I. Specialist I	\$30.00
C.	C.S.I. Specialist II (five continuous years of service With the Kansas City, Kansas Police Dept. C.S.I. Unit)	\$42.50
D.	Undercover Narcotics Officer (assigned by the Chief)	\$100.00
E.	Internal Affairs Unit Detective	\$100.00
F.	Bilingual Officer	\$75.00
G.	Canine Officer	\$150.00

Recruit PTO's shall receive \$3,000 per year.

An additional \$30.00 shall be paid to Identification Specialists who have qualified as expert witnesses by a District Court Judge(s) of the State of Kansas on at least two (2) occasions.

#### Section 22.4 Direct Deposit

The Unified Government shall offer direct deposit to individual officers using the procedures that the Unified Government designates.



## Section 22.5 Longevity

The following longevity pay shall be added to the monthly salary of each sworn officer of the rank of First Class Patrolman or above who qualifies for such pay:

Police Officer	
5 years	\$46.03
8 Years	\$73.71
12 Years	\$101.32
16 Years	\$140.45
20 Years	\$156.63
25 Years	\$194.88

## Section 22.6 College Incentive

New hires shall provide documentation evidencing their college degree to the Department either through the hiring process or to the training academy upon hire. Officers who obtain degrees after their date of hire with the Department shall provide documentation evidencing their college degree to the Chief's office. The following college incentive pay shall be added to the monthly salary of each qualified sworn officer after such officer's completion of their probationary period:

### College Degree Achieved or Hours Earned from Accredited College

Acquisition of 12 credit hours in Courses enrolled in after 1-1-87 which are required toward a law enforcement degree or acquisition of 47 such hours by new hires of the Department who graduate from the KCK Police Academy after 1-1-90, provided that hours obtained during in-service training after 12-31-2008 shall not be counted toward the required number of hours.	\$ 50.00
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Associates of Arts or Sciences	\$ 100.00
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Bachelor of Arts or Sciences	\$ 125.00
Master of Arts or Sciences	\$ 155.00

#### Section 22.7 Tuition Assistance

Any sworn officer is eligible to receive tuition assistance from the Department under the following conditions:

1. The officer completes required credit courses toward a degree in Law Enforcement at an approved university or college with a grade of "C" or better. (The Chief and the F.O.P. President shall prepare a list of approved universities and colleges).

2. The officer may be reimbursed upon verification of completion of the course as provided in No. 1, and satisfactory proof of payment of tuition is furnished.

3. Reimbursement may be received for completion of up to six (6) credit hours in a semester at the maximum credit hour rate of:

Associate of Arts or Sciences	\$ 60.00
Bachelor of Arts or Science	\$ 85.00
Master of Arts or Science	\$110.00

### ARTICLE 23: OVERTIME PAYMENT

#### Section 23.1 Overtime Rate and Scheduling

All officers shall receive one and one-half (1-1/2) times their regular rate of pay (based on 178.75 hours per month) for work performed in excess of eight and one fourth (8 1/4) hours in a given work day. Compensatory time may be paid in lieu of overtime payment if the officer in his discretion so elects. Compensatory time accumulated after April 15, 1986, shall not exceed two hundred (200) hours. The Department will maintain two (2) separate lists of

compensatory time; one list for all compensatory time earned prior to April 15, 1986; the other list shall be for all other compensatory time earned after April 15, 1986. Compensatory time will be calculated at the same rate as overtime pay. Compensatory time will not be paid in lieu of overtime payment for any assignments which are funded by Federal grants or Federal funding sources. Once Federal Funding for overtime compensation for such assignments has been exhausted, the officers will have the option of taking compensatory time or overtime pay.

Overtime within the Bureau of Operations will be offered on the basis of seniority to officers who will work the overtime hours consecutively on the preceding or following shift and within the Division where the overtime becomes available. Absent exigent circumstances pre-shift and post-shift overtime shall be limited to four (4) hours per tour of duty. Overtime or compensatory time shall only be paid for time actually worked and when approved by the Department.

#### Section 23.2 Unfilled Overtime Positions

If overtime hours are not filled under the provisions of Section 23.1 then reverse seniority shall be used to fill the overtime positions.

#### Section 23.3 Overtime for Call Back

Any officer who is called into work during his off-duty hours, which hours are not contiguous with that officer's regular shift, shall be paid a minimum of two (2) hours overtime for each call-in. Officers assigned to a twenty-four (24) hour on-call basis will not be compensated under this Article unless they are actually called out to perform a police function. Overtime shall be deemed to have commenced when an officer advises dispatch that he is in-

service and en route to the assignment.

#### Section 23.4 Overtime Within the Criminal Investigations Bureau

This section will apply only to Detectives who are assigned to the Criminal Investigations Bureau.

The need to offer overtime positions for the Criminal Investigations Bureau will be determined by the Bureau Commander, or his designee. Whenever Detectives are needed for overtime positions such overtime shall be assigned by a seniority list, maintained by the Department, based upon time in grade, as set forth in section 6.4 of the Memorandum. The Department shall fill all needed overtime positions in order of seniority. If a Detective on the list is off-duty, an attempt to contact the Detective shall be made by using the telephone number listed by the Detective in the personnel directory. If contact is not made with the Detective by this attempt there is no further obligation to contact the Detective on this occasion. There is no requirement to contact Detectives who are on any type of leave (sick, holiday, vacation, Comp time, FMLA, etc.).

Each separate instance of a determined need to fill overtime positions in the Criminal Investigations Bureau will require that the procedure outlined above be initiated, from the beginning of the seniority list, starting with the most senior Detective.

Any Detective who does not want to be placed upon the list for overtime may, at his discretion, have his name removed from the seniority list for the purposes of forfeiting overtime. Any such Detective may also elect to place his name back on the seniority list, at any time.

If overtime hours cannot be filled under the provisions outlined above then reverse seniority shall be used to fill the overtime positions. Detectives who elect not to be on the regular overtime list are not exempt from reverse seniority overtime.

The provisions of this section shall not apply to any special investigative task-force units or to overtime which is related to a Detective's normal assigned duties or cases. This section will also not apply to Metro-Squad Investigations.

Section 23.5 Overtime for Officers Assigned to the Community Policing, Vice, Narcotics and School Resource Officer Units.

Overtime within the Community Policing, Vice, Narcotics, and School Resource Officer Units will be offered on the basis of Department seniority to officers assigned to their unit who will work the overtime hours consecutively on the preceding or following shift. When feasible, pre-shift and post-shift overtime shall be limited to four (4) hours per tour of duty.

This section shall not apply if the overtime relates to a specific ongoing assignment, assigned case, task force, trained skill, geographical responsibility, community group or designated school, of a particular officer.

Section 23.6 Overtime for Report Desk Personnel

Officers who bid the report desk position will not be assigned to any police duties outside the report desk, such as assignment to district cars, during the period of their normal bid/assignment to the report desk, and those officers are not eligible for overtime as outlined in this article, except that, when overtime is created as a result of the absence of a report desk officer, that overtime shall be offered to the report desk officers on the preceding and

succeeding shifts.

#### ARTICLE 24: COURT TIME

Officers shall receive pay at the overtime rate for a minimum of one (1) hour or time actually worked, whichever is greater, for court appearances arising from the officer's direct employment as a Kansas City, Kansas Police Department Officer, when they are required to appear while off duty. Officers will not receive court time pay for appearances while on duty. Officers so appearing will receive one (1) hour's pay at the overtime rate for travel for each court appearance provided that at least two (2) hours has passed between the termination of one court appearance and the beginning of the next. Officers will not receive court overtime pay for a court appearance arising from off-duty employment. Officers shall have the option of selecting compensatory time or overtime payments for all court time.

#### ARTICLE 25: CLOTHING - UNIFORM ALLOWANCE

All sworn personnel in the Department of the rank of Probationary Patrolman II and above shall receive a yearly uniform allowance in the following sums:

2016-2017 – One thousand forty-five dollars (\$1,045)

This uniform allowance will be dispersed in a manner designated by the Department. Officers assigned to plainclothes duty for six (6) months or more shall receive a cash clothing allowance, as specified above, to be paid in January or February of each year of this Memorandum. All other officers shall be given the option to receive twenty-five percent (25%) of their uniform allowance in cash in the first quarter of each year of this Memorandum.

Officers who fill a vacant position in a unit which requires a uniform other than a Class



A uniform shall receive three (3) uniform shirts and trousers for that unit if the uniform is different from the previous unit. If the officer leaves the position within twelve months of the issuance of the clothing the three (3) uniforms provided will be returned to the Department.

If an officer requests an item from a vendor in conformity with the general orders and said item is not delivered before the end of the calendar year, the Unified Government shall carry over that item as a purchase order into the next year and it shall not be deducted from the officer's clothing allowance for the following year.

The initial cost of any new issue or newly required equipment shall be fully borne by the Unified Government and will not be subtracted from an officer's uniform allowance.

Detectives promoted after January 1, 1995 shall maintain one Class A uniform and the requisite Class A equipment, if it was issued to them by the Department.

Any officer who fails to maintain his or her uniforms in an acceptable manner may be subject to discipline.

#### ARTICLE 26: HOLIDAYS

Officers shall receive one (1) day off with pay in compensation for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Alternative days off in lieu of a holiday with pay, if not taken within twelve (12) months of the occurrence of the actual holiday shall be forfeited by the officer, except for officers on military leave.

Officers shall, in addition to the above holidays, receive all other holidays declared to be such by the Unified Government's Board of Commissioners for the benefit of other Unified Government employees. This provision shall not apply if the holidays listed in this Article fall on a Saturday or Sunday.

#### ARTICLE 27: INSURANCE COVERAGE

The Unified Government agrees, during the term of this Memorandum, to offer the officers of the bargaining unit the same medical plans(s) which are made available to the Unified Government's employees generally.

##### A. Employee Premium.

Prior to January 1, 2016, UG agrees to pay for one hundred percent (100%) of the insurance premium for each covered employee for the employee's cost of coverage elected under either the single or family coverage offering. Beginning on January 1, 2016 and for the remainder of the term of the agreement, each covered employee shall make monthly medical plan premium payments for either single or family coverage elected at the rate of \$30 per month. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium for the least expensive medical plan provided or administered by a major reputable carrier recommended by the joint committee and approved by the Unified Government administrator.

b. Family premium.

Employees electing to obtain dependent coverage under a family coverage under the medical plan(s) will pay 25% of the premium cost of the dependent portion of family coverage in addition to the applicable employee premium cost of \$30 per month discussed in subsection a. above, and the Unified Government shall pay the remaining contribution for the least expensive medical plan provided or administered by a major reputable carrier recommended by the joint committee and approved by the unified government administrator.

c. Election of More Expensive Plans.

Should the Unified Government offer a more expensive medical plan(s), and the officer elects to be covered by the same, then the officer will pay any additional premiums.

D. Premium Deductions.

The officer's share of the premiums shall be deducted from his paycheck. Employees may elect to have their insurance premiums paid with pretax dollars.

ARTICLE 28: MISCELLANEOUS PROVISIONS

Section 28.1 Off Duty Responsibility

Any action taken by a member of the force on his time off, which action would have been taken by an officer on active duty if present or available, provided an emergency exists which would constitute a felony violation or potential felony violation or incident which could involve bodily injury, in accordance with the Rules and Regulations of the Department, shall be considered police action, and the employee shall have all of the rights and benefits concerning such action as if he were then on active duty.

The Unified Government will provide each employee a handbook containing the Rules and Regulations of the Department. A copy of this will be posted at Police Headquarters and all Divisions and Bureaus.

#### Section 28.2 Civil Suits

In the event of a civil suit against an officer arising from the performance of his duties while acting within the scope of his employment, the Unified Government shall provide legal counsel and will indemnify the officer as provided in the Kansas Tort Claims Act K.S.A. 75-6101 et seq.

#### Section 28.3 Contagious Diseases - Medical Expenses for Officer's Family

The Unified Government agrees to pay all expenses for inoculation or immunization shots for members of an officer's family when such becomes necessary as a result of said officer's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

#### Section 28.4 Burial Expenses Funeral and Reasonable Burial Expenses

The Unified Government agrees to defray all funeral and burial expenses, not paid in accordance with workers' compensation, of any officer of the Police Department killed in the line of duty or who dies a duty related death. The Unified Government also agrees to pay the cost of having such deceased officer's name engraved on the Police Memorial Monument.

#### Section 28.5 Officer's Rights

Any officer may review at any time the records concerning the individual officer within the Chief's office, Personnel office and the Internal Affairs Unit, and receive a copy of same at

his request.

#### Section 28.6 Police Range Firearms Qualification

(a) Each employee will be properly qualified with all weapons available for his use. This qualification shall be done at least twice (2) yearly, and not more than six (6) months shall elapse between qualifications. The Department shall maintain a complete record of qualifications, stating therein ammunition used, weapon used, and the score. Any officer who fails to qualify, for any reason, during their assigned qualification period, unless excused in writing by the Bureau Director, shall be removed from the payroll until such time as the officer successfully qualifies.

(b) The Unified Government agrees that it shall provide all necessary equipment to efficiently operate the facilities. Operating expenses will be paid by the Unified Government.

(c) The Unified Government will release all personnel from their duties to qualify with their weapons, at no loss of time to the employee. If the employee is called in on his off duty time, he will be compensated according to Article 23.

(d) All sworn employees will have preference in use of the range under all circumstances.

#### Section 28.7 Bilingual Officers

1. At least one (1) month prior to the annual bid, the Department shall issue a call for interest for any officer who wishes to serve as a bilingual officer. To be eligible for selection as a bilingual officer, such officer must either be certified as a bilingual officer after responding to the call for interest or must have been previously certified as a bilingual officer. The Department shall cover the cost of such certification. Officers who express an interest in

serving as a bilingual officer and who either receive a certification attesting to their fluency in a language other than English or have been previously so certified, shall receive \$75.00 per month as special duty pay. The Department shall choose the specific languages for which it determines certified bilingual officers are needed. The Department shall determine the number of certified bilingual officers which are needed for each language chosen. If interest is expressed by more officers than the Department determines is needed for any specific language, the selection of officers to fill the available positions shall be based upon seniority.

2. On-duty certified bilingual officers shall be required to respond to any scene as directed by the Department to provide assistance. Unless otherwise authorized by an on-duty supervisor, no on-duty certified bilingual officer who receives special duty pay may refuse to respond upon request.

3. Spanish Speaking On Call Rotation.

a. The Department shall establish an on-call list based on seniority of Spanish speaking bilingual officers prior to the annual bid. The on-call list shall rotate on a weekly basis. Starting with the most senior officer on the list, one certified Spanish speaking bilingual officer per week shall be designated as on-call from Sunday at 0001 hrs. to Saturday at 2359 hrs. After serving for one (1) week the officer shall be placed on the bottom of the list.

b. When called out to respond to an incident, the on-call certified bilingual officer shall receive call back pay plus an additional hour at the overtime rate or the total time working at the overtime rate, whichever is greater.

c. The on-call certified bilingual officer shall respond to any call out during the week they are designated as on-call regardless of whether he or she is on any type of paid leave or unpaid regular days off.



d. The on-call certified bilingual officer may switch on-call weeks or individual days with the approval of the Chief or his designee.

e. On-call certified bilingual officers who fail to respond to a call-out situation shall be removed from the list of certified bilingual officers for the remainder of the bid year and they shall forfeit any future monthly special duty pay unless the Chief determines that there is a legitimate reason for the officer's failure to respond. Officers who are removed from the on-call list may re-submit their application to serve as a bilingual officer during the following year's call for interest.

4. On-Call Rotation for Languages Other than Spanish.

a. The Department shall follow the on-call procedure for Spanish speaking certified bilingual officers in establishing an on-call rotation for non-Spanish speaking bilingual officers, except that non-Spanish speaking bilingual officers shall not be required to respond to call outs when they are on any paid leave or are off on unpaid regular days off.

ARTICLE 29: SAFETY AND HEALTH

Section 29.1 Alcohol and Drug Free Workplace

All officers included in the bargaining unit shall be subject to random drug and/or alcohol testing separate from and in addition to testing based upon the reasonable suspicion that the person is under the influence of drugs and/or alcohol. Except as hereafter agreed to in writing by the parties, random drug and/or alcohol testing shall be performed in accordance with the policies and procedures set forth in the Statement and Policy on Substance Abuse and Drug and Alcohol Testing for the Bargaining Unit of the Kansas City, Kansas Police Department. The provisions of Article 14 and 15 of this Memorandum are not abrogated or

amended by the language of this provision. Any discipline for a positive test result shall be imposed solely by the Chief of Police who shall not be bound by the policies applicable to any other Department.

#### Section 29.2 Smoke Free Workplace

Smoking by employees upon the Department's or Unified Government's premises or in Department owned, operated and controlled vehicles is prohibited except in designated areas. Any violations may subject employees to discipline.

#### Section 29.3 Physical Fitness

A joint committee of two officers and two commanders shall be appointed equally by the Chief and the Union President to serve on the joint physical fitness committee. The committee shall have a chairman, elected by the committee's members. The committee shall meet regularly and shall report to the Chief and the Lodge on any recommendations it may have concerning programs, testing and facilities, for the development and implementation of a physical fitness program for the Police Department. A physical fitness program, which must be approved by the Department and the Lodge, shall contain voluntary standards, and a bonus/award system of two award days on an annual basis for those who voluntarily meet its standards.

#### Section 29.4 Americans With Disabilities Act

Both parties are subject to the terms of the Americans with Disabilities Act (ADA).

#### Section 29.5 Police Firing Range / Lead Contamination

Officers assigned to the police firing range as the Department's rangemaster or assistant

rangemaster shall be provided an annual test for lead poisoning. Two officers assigned to the tactical unit, who have had the most exposure at the police range, shall also be provided an annual test for lead poisoning. If the test result(s) is not within OSHA guidelines, the Department will test the remaining tactical unit officers.

ARTICLE 30: ENTIRE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between the Unified Government and/or the City of Kansas City, Kansas and the members of the Lodge and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein which are subject to City ordinances existing at the date of this Memorandum. Any conflict which may exist between existing City ordinances and provisions of this Memorandum of Understanding shall be determined in favor of this Memorandum of Understanding. 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 of Understanding, 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.

Therefore, the Unified Government and the Lodge for the life of this Memorandum, each agree that the other shall not be obligated to negotiate collectively, but may if mutually

agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

#### ARTICLE 31: SAVINGS CLAUSE

Should any term or provision of this Memorandum be in conflict with any State or Federal statute or other applicable law or regulation binding upon Kansas City, Kansas, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of the Memorandum shall not be affected thereby. The parties shall then enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### ARTICLE 32: DURATION

This agreement shall be effective from January 1, 2016 and shall terminate at the close of business on December 31, 2017. This agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2017 or until the parties reach a successor agreement.

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT AND THE LODGE have

hereunto set their hands this 10<sup>th</sup> day of DECEMBER, 2015.

FOR THE UNIFIED GOVERNMENT  
OF WYANDOTTE COUNTY AND  
KANSAS CITY, KANSAS

Doug A. Back  
DOUG BACK,  
COUNTY ADMINISTRATOR

ATTEST

Carol Dossel  
UNIFIED GOVERNMENT CLERK

Terry Zeigler  
TERRY ZEIGLER,  
CHIEF OF POLICE

Tyrone Garner  
LT/COL. TYRONE GARNER,  
NEGOTIATOR

Major Rodney Smith  
MAJOR RODNEY SMITH,  
NEGOTIATOR

FOR THE FRATERNAL ORDER  
OF POLICE, LODGE #4

Scott Kirkpatrick  
SCOTT KIRKPATRICK,  
PRESIDENT

Peter Fogarty  
PETER FOGARTY,  
VICE PRESIDENT

Dion Dundovich  
DION DUNDOVICH,  
SECRETARY

Clinton Swan  
CLINTON SWAN,  
CHIEF LODGE STEWARD

Mark Bundy  
MARK BUNDY,  
NEGOTIATOR







# Staff Request for Commission Action

Tracking No. 15294

Full Commission Meeting Date: 12/10/15

Committee: Full Commission

APPROVED BY DEC 10 2015  
UNIFIED BOARD OF COMMISSIONERS

Date of Standing Committee Action: NA

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
12/07/2015	Joe Connor, Assistant County Administrator	x6724	jconnor@wycokck.org	Administrator's Office

Item Description:

A resolution authorizing the County Administrator to execute a Memorandum of Understanding (MOU) between the Unified Government and the Fraternal Order of Police (FOP) 4.

Action Requested:

Adopt Resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

Reso

ORIGINAL EXHIBIT