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City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
September 14, 2021

DATE:	**September 14, 2021**		
CONTACT PERSON:	**Jacque Russell, Human Resources Director**	**DOCUMENT #:**	49771
SECOND PARTY/SUBJECT:	**FOP Lodge No. 3**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**007 Contracts and Amendments / 020 Employee Agreements**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:	Approved on 9/14/2021	**JOURNAL #:**	2021 OCT 29 2021
		PAGE #:	

DOCUMENT DESCRIPTION:

APPROVAL of a three-year Labor Agreement between the City of Topeka and the Fraternal Order of Police Lodge No. 3.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval will provide the terms and conditions of the employee-employer relationship as tentatively agreed to between Management and the Union and authorize the City Manager to execute the agreement effective January 2022 through December 2024.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Pursuant to Topeka Municipal Code Section 2.115.020(a) approval of employee agreements between the city and a recognized employee organization is approved by the city council and signed by the city manager.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the agreement.

BACKGROUND:

The current contract expires December 31, 2021. A tentative agreement has been reached for a 3 year contract and the FOP has ratified the contract. A summary of contract amendments is attached.

BUDGETARY IMPACT:

SOURCE OF FUNDING:

General Fund

ATTACHMENTS:

Description

Financial Memo (Sept 7, 2021)
Summary of 2022-2024 FOP Contract Changes
2022-2024 FOP Labor Agreement - FINAL
2022-2024 FOP Labor Agreement - REDLINED

CITY OF TOPEKA
CONTRACT # 49771

AGREEMENT
between

CITY OF TOPEKA

and

FRATERNAL ORDER OF POLICE
LODGE NO. 3

JANUARY 1, 2022 - DECEMBER 31, 2024

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PREAMBLE

This AGREEMENT is entered into by and between the City of Topeka, Kansas, hereinafter referred to as the Employer, City, or Management, and the Fraternal Order of Police Lodge #3, hereinafter referred to as FOP Lodge #3, Union, FOP, or Lodge #3. Whenever the term "Department" or "Departmental" is used in lieu of "Employer," "City," or "Management," it shall, unless stated otherwise, mean only the Topeka Police Department.

The Employer and FOP Lodge #3 recognize their responsibilities under federal, state, and local laws relating to fair employment practices and appropriate labor legislation and reaffirm their commitment to the moral principles involved in the area of civil rights.

The parties agree that there shall be no discrimination because of race, religion, creed, sex, color, age, disability, familial status, national origin or ancestry, sexual orientation, or political beliefs, or for participation in, or affiliation or non-affiliation with, any labor organization. The City and FOP Lodge #3 agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

Any reference to an employee or employees in this Agreement designates both sexes and whenever the male or female gender is used, it is construed to mean both male and female employees. Whenever the term "officer" or "officers" is used, however, it shall mean only City of Topeka police officers, unless explicitly stated otherwise.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote harmonious, orderly, and peaceful labor relations for the

mutual interest of the Employer, FOP Lodge #3, and the citizens of Topeka.

The Employer and FOP Lodge #3 encourage to the fullest degree friendly and cooperative relations between their respective representatives.

The parties recognize that the interest of the community and job security of the employees depend on the Employer's success in establishing and maintaining efficient, expeditious, and economical public services to the community.

ARTICLE 1
RECOGNITION

The City of Topeka, Kansas recognizes the Fraternal Order of Police Lodge #3 as the certified, exclusive representative of full-time, permanent City Police Officers specifically in the following classifications: Officer, Corporal, Detective and Sergeant.

The City agrees to meet and confer with the certified representatives of the bargaining unit concerning matters affecting working conditions and/or grievances of employees within the unit in accordance with all provisions of K.S.A. 75-4321, *et. seq.*

ARTICLE 2
CHECKOFF

The Employer agrees to deduct FOP Lodge #3 membership initiation fee assessments, dues, and/or representation fees once each pay period from the pay of those employees who personally request in writing such deductions is made. The written authorization for the above deduction shall be delivered and received in the Office of Human Resources Director no later than thirty (30) days prior to the day that said deduction is to be made. The amounts to be deducted shall be certified to the Employer by the official secretary of FOP Lodge #3 at the end of each quarter of a year. An itemized statement shall consist of a listing of every employee for which current FOP Lodge #3 deductions are withheld.

The City agrees to deliver a check for the amount deducted to the treasurer of the FOP Lodge #3 within two weeks of the payday which the deductions were made.

The City shall provide a monthly listing of all employees for whom dues are being deducted by the City.

All other deductions shall be taken out before the FOP Lodge #3 check off is taken from the employee's wages. In the event no wages are left in any pay period to meet the FOP Lodge #3 check off, the City is not responsible for the check off. If an employee is on unpaid leave, the City is not responsible for the voluntary deduction as provided for in this Article. FOP Lodge #3 will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken by the City for the purpose of complying with the above provisions.

ARTICLE 3
LODGE BUSINESS, STATUS, AND RIGHTS

Section 1. Official Time Off.

The President, Vice-President, Second Vice-President, Secretary, and Treasurer of Lodge #3 shall be given time off with pay to attend the regular monthly meeting of the FOP Lodge if such officers are in an on-duty status, provided that no more than two of the listed officers are working on the same shift in the same Bureau. The Police Chief will allow reasonable time off with pay for the remainder of the FOP Lodge #3 Board of Directors, as certified by the President for monthly Fraternal Order of Police Lodge #3 meetings if such officers are in an on-duty status at the time of the meeting.

FOP Bargaining Unit Representatives shall be assured paid leave for conferences and/or seminars as follows:

276 hours for TPD officers in the even numbered years.

500 hours for TPD officers in the odd numbered years.

Bargaining unit members, at the discretion of the FOP President and the Labor Council Chairperson, may use the hours to attend the National or State conference or State board meeting subject to the approval of the Chief.

The paid leave will not be deducted from the individual's leave accruals. FOP Lodge #3 through its President shall designate who receives the time allocations and in what amounts, not to exceed the above totals for the length of each event/conference. Members who are elected to State or National Office may request additional time to perform duties of the office by submitting a written request to the office of the Chief of Police. If the President of the FOP is a bargaining unit member of the Topeka Police Department, he/she will be granted paid leave to attend the aforementioned National

Conference, State Conferences, and State board meetings. Such leave shall not be deducted from the individual's accruals or from the aforementioned paid leave allocations provided generally for bargaining unit representatives.

Paid leave allowed in this section will not make an employee eligible for overtime or any other premium pay provisions.

Section 2. On-Duty Business.

FOP Lodge #3 business occurring during on-duty hours and/or on City property may be allowed, provided that the business does not interfere, impede, or disrupt assigned and necessary duties of the Police Department at the sole discretion of and determined and authorized by the Police Chief. Further, FOP Lodge #3 business conducted as stated above must be requested in writing to the Police Chief at least forty-eight (48) hours in advance, except for standing meetings, and shall not cause additional costs or otherwise distract from the job.

No more than five (5) on-duty members of the Labor Council (unless a greater number is authorized by management) may be granted time to attend meetings which are mutually set by the Employer and FOP Lodge #3, provided an employee's attendance does not cause an unreasonable shortage of manpower as determined at the sole discretion of the Police Chief. Such employer/employee meetings shall neither be charged against any attending employee's leave time nor make an employee eligible for overtime or any other premium pay provisions. Additional time off with pay may be granted to members of the Labor Council, provided staffing levels are not unreasonably or unduly affected as determined by the Police Chief for discussing the results of meetings or other current negotiation concerns following a written request by the

Chairman of the FOP Labor Council to the Police Chief.

Section 3. Assignment of President and Chief Steward of the Labor Council.

In the event that the President or President-elect and Chief Steward of the Labor Council of the FOP Lodge is a member of the bargaining unit and is assigned to other than the day shift, the member shall, at the member's request, be reassigned to the day shift without regard to seniority for the duration of his/her term of office; provided, however, that the President or President-elect and Chief Steward of the Labor Council may only declare his/her intent to move to day shift at shift bid time or prior to time of appointment. The reassignment may occur when an opening exists on the shift or at implementation of shift bid. A position will not be created or be in addition to designated personnel allocations.

Section 4. Recruit Orientation.

The Employer shall grant the FOP Lodge at least two hours to present information to new employees during the recruit orientation. The presentations may be made by the Lodge President or other representatives selected by the President and approved by the Chief. Time allowed for this purpose shall be scheduled by the Training Director.

Section 5. Office Space and Use of Facilities.

Management agrees to allow FOP Lodge #3 access to members' mail boxes, slots, or trays for the purpose of disseminating information of interest to its members. E-mail may be used by FOP officers to distribute information to the bargaining unit members. FOP Officers shall include the President, Vice President, Secretary, Treasurer, and Labor Council Chairperson.

FOP Lodge #3 shall be permitted, with prior notification to the Chief of Police to place ballot boxes in an easily accessible location in all Police Department and Municipal Court buildings for the purpose of collecting members' ballots on all FOP Lodge issues subject to ballot. Such boxes shall be the property of FOP Lodge #3 and neither ballot boxes nor ballots shall be subject to review by the City.

FOP Lodge #3 shall be allowed to maintain a bulletin board in a conspicuous location for the posting of notices of interest to its members. The bulletin board shall be provided and maintained by, and remain the property of, FOP Lodge #3. In addition, FOP Lodge #3 shall be allowed to post notices on the bulletin boards in each Bureau office and other conspicuous locations, except for the lobby area or other areas generally accessible to the public.

The Employer agrees to provide FOP Lodge #3 with private office space in which the Lodge may conduct its business. Any newly-assigned space shall be comparable in size to the existing office. The Lodge agrees to furnish and maintain the office space.

FOP Lodge #3 shall be allowed to maintain a suggestion box for use by the bargaining unit members and the Labor Council.

ARTICLE 4
COMMITTEES

Section 1. Meetings, Reports, Appointments.

Members of all Departmental Committees and Boards, excluding the Use of Force, shall be given seven (7) days' notice of meetings by Management. Notification will include date, time, location, and when available, an agenda. A minority report may be submitted by the dissenting committee members of any of the Department boards or committees. Any minority report shall be submitted directly to the Chief of Police.

Any officer appointed to a Committee may, for good cause and by written statement, inform the Chief of Police that the appointment creates or works a hardship upon the officer, who will then be removed from the Committee. This removal shall not be prejudicial to the officer and no stigma will attach.

Section 2. Committees.

The Uniform, Accident/Pursuit, Awards, Training, Technology, and Use of Force committees, or any newly-formed permanent committees, will have at least two (2) representatives from the FOP Lodge #3 bargaining unit.

The above listed bargaining unit members shall be appointed by the President of the FOP, provided that the President is a member of the Topeka Police Department bargaining unit, or by the Chairperson of the FOP Labor Council.

The same FOP Lodge officials may also name one alternate member for each bargaining unit member on each committee who may attend the committee meeting in the event the regular FOP appointed member is not available. The responsibility for notifying the alternate member of a scheduled meeting shall rest with the FOP.

ARTICLE 5
HOURS OF WORK

Section 1. Hours of Work and Overtime.

The normal work day, except as noted below, shall be eight (8) or ten (10) consecutive hours and the normal work period shall be eighty (80) hours.

A. The work period shall consist of fourteen (14) consecutive days beginning with the shift nearest to or after the time of 0001 hours every other Saturday.

B. The work day will be any regularly scheduled consecutive eight (8) or ten (10) hour period, beginning at the start of the employee's regularly assigned shift, except as noted below.

C. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight (8) hours on any one workday.

D. For the purpose of computing overtime, paid leave shall be considered time worked unless otherwise stated in the contract.

E. The work period shall be the determining factor in computing overtime, not the workday.

F. With the consent of the employee affected, Management may split the workday to accommodate the attendance of the employee at schools and in-service training.

G. Employees in certain public contact areas noted herein shall work assigned office hours more closely related to the 8 to 5 schedule, consisting of an eight (8) hour day with an hour for lunch: working from 0800 hours until 1200 hours; being off for lunch from 1200 hours to 1300 hours; and working from 1300 hours to 1700 hours. The officers affected will be those assigned to the following assignments:

1. During the school year School Resource Officers will normally work a day that coincides with the school day, being at their schools at or near 0800 hours; taking a lunch as the school students do; and leaving the school to return to their office after the close of the school day, generally 1530 hours, to complete an eight (8) hour day.

2. Property, Impound, Records, Training, Internal Affairs,Crime Analysis Unit, and Accreditation will generally conform to the 8 to 5 work schedule.

3. Any new assignments that are predominantly an office assignment shall, with the agreement of the FOP Labor Council, be assigned to a nine (9) hour day. The posting of the job vacancy shall include the hours of work agreed to by the City and the Union. This scheduling will be posted with the job openings for these positions as part of the job description and working requirements. Any officer who applies for the Department positions is understood to have given specific acceptance of these working hours and to agree to them if transferred to these areas. For the purpose of this Section, Officers will be given at least seven (7) hours off between the normally scheduled end of one shift and the beginning of their next assigned work shift. Exceptions to these provisions could be made in the event of natural disasters or extreme emergencies, as determined by the Chief of Police (e.g., plane crash, pipe line explosion, or riot).

H. At the discretion of the Chief and with the agreement of the Union, certain

positions may on a short or long-term basis be converted to ten (10) or twelve (12) hour work days.

Section 2. Compensatory Time.

A. Officers hired prior to January 1, 2006. Compensatory time shall be accrued at a rate equivalent to the overtime rate. A maximum of three hundred-twenty (320) hours of compensatory time earned will be allowed to accrue in 2012 and thereafter. Officers with accruals greater than the maximum allowed per contract year do not have to take this time, but may carry it over from year to year. Those whose time is above the maximum accrual shall be frozen at their current accrual.

B. An officer may at his/her sole discretion choose between taking overtime in pay or compensatory time at the time it is earned, provided that Management may, at its discretion, designate in advance compensatory time or pay for voluntary assigned overtime to enable control over staffing and budget allocation; provided further, that once an officer has elected to take overtime in compensatory time, there shall be no entitlement to receiving payment for said time other than in the form of approved leave, except as provided for under the provisions of the Fair Labor Standards Act (FLSA).

C. Officers hired on or after January 1, 2006: Compensatory time shall be accrued at a rate equivalent to the overtime rate. A maximum of two hundred-forty (240) hours will be allowed to accrue in 2006 and thereafter. The Chief of Police or his/her designee, may designate compensatory time or pay for overtime worked.

D. Bargaining unit members leaving the employment of the City shall be paid for all

compensatory time accrued at the higher of either the final salary or the average rate of pay over the employee's last three years of employment.

Section 3. Advance Posting of Work Schedules.

FOP Lodge #3 recognizes the difficulty Management has in scheduling and maintaining manpower and in no way wishes to impose undue restrictions; however, the following general guidelines will be followed as much as possible in hopes of improving Management-Employee relations.

A. When possible, Management shall post the monthly or bi-weekly schedules at least seven (7) working days in advance of the start of the schedule.

B. When possible, Management shall give employees seven (7) working days' notice of changes in work assignments which require a change in duty hours, other than a change in roll call within a shift, or days off.

C. When possible, Management shall notify employees of special assignments such as schools, seminars, in-service training, etc., at least seven (7) working days in advance of the start of such assignment.

Section 4. Breaks.

Police Officers shall be allowed two (2) fifteen (15) minute breaks during their regularly scheduled shifts to be taken within their area of assignment.

There will be no more than two (2) police units taking a break or having a meal at any one location unless specifically approved by a duly authorized supervisor; provided, however, that up to four (4) police units may take a break at one location between the hours of 0300 and 0600 unless more are authorized by a supervisor.

Exceptions will only be permitted when specifically approved in advance by the Zone Supervisor for territories which have no suitable facility for breaks.

No break, including time to travel to and from the location where the break is taken, shall exceed fifteen (15) minutes in duration.

Meal periods for Police Officers assigned to work 8-hour shifts shall not exceed 35 minutes in duration, excluding travel time when taken within the City limits and 35 minutes including travel time from the City limits when taken outside the City limits. Police Officers assigned to work 10-hour shifts will receive 45-minute meal periods under this provision. Officers will be subject to calls while on breaks/meal periods.

Section 5. Bidding for Shift Assignments.

Officers assigned to the Field Operations Bureau, Community Outreach Bureau, or Criminal Investigation Bureau (CIB) shall be assigned to their shifts by the Bureau Commander based on the results of a seniority bidding process. Seniority is defined in Article 8 of this contract.

Officers assigned to specialty units, as defined in Appendix B, shall be allowed to bid for shifts within their respective units by seniority bid in classification (Rank), without time in unit being considered. Bidding for shifts within unit is only necessary for units that have officers working more than one fixed shift. This contract provision applies to any new units that may be formed by Management of the Topeka Police Department. Officers assigned to CIB shall be allowed to bid for shifts by seniority in classification. Probationary officers with less than 18-months of service with the Topeka Police Department are excluded from these provisions until 60 days following their release to the evaluation phase of the Field Training Officer (FTO) training program.

Newly promoted detectives shall be eligible to bid; however, the shift assignment shall not take effect for ninety (90) days.

A general bidding for shift assignments will be held twice per year at a place announced by the Chief. Bid sheets will be posted from June 1 thru 15 and December 1 thru 15. Manpower requirements for each shift shall be set prior to shift bidding process and posted with bid sheets. Management may change manpower requirements for the affected positions based on attrition after the posting but before the bid takes effect. Results will be posted on departmental bulletin boards or previously recognized and accepted posting areas by June 30 and December 31 and will be effective at the start of the first full work schedule in July and January. Assignments will be made by the Bureau Commander based on the seniority bidding results and posted manpower.

The City shall not be required to consider officers who fail to bid, with the exception of those officers who, during the entire bid time, are absent due to sick leave, vacation, or other valid reasons in which case a written bid or E-mail to each member of their Chain of Command, directed to the Bureau Commander, must be made prior to the bid closing date and time in order to be considered. The results shall be posted on the departmental bulletin board or previously recognized and accepted posting areas by the Bureau Commander. Officers who do not bid will be assigned at the discretion of the Bureau Commander after all other assignments are made based on the shift bid results.

If any officer accepts a voluntary special duty assignment which is to last more than 45 days, that officer will be excluded from the shift bidding process during the time he/she is in the special duty assignment unless he/she is scheduled to return to regular

duty within thirty (30) days after that shift bid is to take effect. Upon returning to regular duty, that officer will be assigned by the Bureau Commander until the next shift bidding period, when the officer will return to shift assignment by seniority.

A vacancy on a shift as a result of resignation, promotion, transfer, or special duty assignment may be allocated to any shift depending on need. Such allocated vacancy, if filled, will be done so by the seniority bidding process. Any reassignment of officer personnel to meet Unit requirements and needs will be done by seniority bidding if the assignment is to exceed sixty (60) days.

Section 6. Court Appearance.

Bargaining unit members who are required to attend court-related proceedings resulting from their official duties will be paid as follows:

A. Officers who appear in court-related proceedings during non-duty hours will be paid three (3) hours "court" time or actual hours worked, whichever is greater. Provided, however, that any officer whose court-related proceedings ends within one hour of the beginning of their shift or begins within one hour following the end of their shift will be paid as if their regular shift had been extended.

B. An officer will be paid only for the time actually worked or waiting at the place of the hearing to be called as a witness if a subpoena specifies an appearance at a time during the officer's regular scheduled shift and the subpoena was received by the officer prior to the time the officer had requested leave of any type.

C. An officer shall be paid three (3) hours "court" time or actual hours worked, whichever is greater, if requested leave has been granted prior to the time the officer

was personally notified of a subpoena to appear at a time during the regularly-scheduled shift of the officer. An officer can be paid for a maximum of three (3) "court" appearances in one calendar day.

D. Off-duty Officers who are placed on standby will receive two (2) hours of standby pay or compensatory time.

E. All witness fees received will be turned over to the City. Failure to turn in witness fees will result in loss of equivalent pay and possible disciplinary action, including termination of employment.

Section 7. Jury Duty.

Any officer normally assigned to a shift that begins after noon but before 3:00 a.m. who is selected to serve on a jury will be given a temporary assignment to first shift. This temporary assignment will be only for the duration of jury service and will not change the officer's normally scheduled days off or be considered time worked for FLSA. The initial day of jury selection (prior to being selected) will be considered as work time but not subject to FLSA. Officers required to be at Court on the initial day of jury selection for four (4) or more hours will not be scheduled on the 2nd or 3rd shifts that day but rather fill out the remainder of an eight (8) hour work period.

ARTICLE 6
VACATIONS

Section 1. Accrual Rates and Usage.

Vacation time for police officers shall be determined as follows:

A. From the beginning of the first year of service to the end of the fourth year of service, bargaining unit members shall accrue vacation at the rate of 3.69 hours per pay period.

B. From the beginning of the fifth year of service to the end of the ninth year of service, bargaining unit members shall accrue vacation at the rate of 4.62 hours per pay period.

C. From the beginning of the tenth year of service to the end of the fourteenth year of service, bargaining unit members shall accrue vacation at the rate of 5.54 hours per pay period.

D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, bargaining unit members shall accrue vacation at the rate of 7.39 hours per pay period.

E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, bargaining unit members shall accrue vacation at the rate of 8.31 hours per pay period.

F. From the beginning of the twenty-fifth year and for all succeeding years of service, bargaining unit members shall accrue vacation at the rate of 9.23 hours per pay period.

Years of service, as used above, shall include all years worked for the City of Topeka. No bargaining unit member shall lose vacation benefits as the result of an on

the job injury.

All members of the bargaining unit may carry over up to forty (40) days (320 hours) of vacation time into the next calendar year. Upon retiring, an officer shall be paid the amount of vacation time accrued at the date of retirement. No minimum or maximum amount of vacation will be required to be taken in any given twelve-month period.

Vacation privileges will be given on a first come, first served basis. Requests made at the same time will be considered on a seniority basis with those having the greater seniority being granted first. In the event that any employee should have more than the maximum number of days/hours allowed for carry over, Management shall elect one of two options for the employee: (1) Management, at its discretion, shall assign vacation days off, or (2) Management shall pay the employee for such days/hours exceeding the maximum carry-over.

Vacation days shall be allowed to be taken on any day of the week without prejudice or discrimination subject to manpower needs. The City will make every effort to afford employees requested vacation time; however, Management maintains the right to make adjustments to vacation schedules dictated by personnel needs. Any withdrawal of approved vacation requests shall be done on a seniority basis with those having the least seniority being rescinded first.

Time away from work requests shall be submitted at least one hour prior to the end of a shift, personally communicated to the employee's supervisor or, where appropriate, watch commander, and approved or disapproved by the end of the shift during which the request is submitted and personally communicated to the supervisor

on duty if the request is for time off during the current work schedule. An employee may consider his/her request for leave to have been approved in the event the supervisor has not denied the request by the end of the shift during which the request was made.

Bargaining unit members may submit time away from work requests up to six (6) months in advance.

Recognizing administrators have the ability to project work schedules in advance, Management will not deny time away from work requests based on the time the request was submitted, as long as the time away from work request is within a six (6) month period.

Vacation time away from work requests for time off outside the current schedule shall be approved or disapproved within five (5) days of the end of the shift during which the request was made. An employee may consider his/her request for leave to have been approved in the event Management has not denied the request within these five days. For the purposes of this section, time away from work requests shall include only vacation, compensatory, and personal leave time.

Any denial (disapproval) of a leave request shall, on request of the applicant, be provided to the applicant, stating the reasons for the denial, and bearing the signature of the member of Management who denied the leave request.

Section 2. Personal Leave for Perfect Attendance.

Officers shall earn one day of personal leave for each consecutive ninety (90) calendar day period of perfect attendance, provided, however, that any absences of four (4) hours or less for the purpose of attending an appointment with a medical care provider shall not count against the perfect attendance record. An officer may

accumulate up to four (4) workdays for this purpose annually. However, none of the ninety (90) day periods may overlap into another ninety (90) day period.

Section 3. Personal Leave Day.

Two annual personal leave days will be granted each member of the bargaining unit beginning on January 1 of each year.

Section4. Personal Leave Utilization.

Personal leave shall be allowed to be taken on any day of the week without prejudice or discrimination, subject to manpower needs. The City will make every effort to afford employees their personal leave days when requested. Personal leave will only be taken in eight (8) or ten (10) consecutive hour increments based on the work hours an employee maintains when the time is taken.

Section 5. Unused Personal Leave.

Any unused personal leave at the close of each calendar year must be scheduled to be taken no later than January 31 to be taken during the period of January 1 through April 30 of the calendar year. Any unused personal leave time carried over and not used by April 30th will be forfeited. An extension may be granted with approval of the Police Chief provided the request for an extension is made in writing via the chain of command to that level.

ARTICLE 7
HOLIDAYS

Section 1. Designated Days.

Designated holidays shall include:

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - Fourth Thursday in November

Thanksgiving Friday - Friday following Thanksgiving

Christmas Eve Day - December 24

Christmas Day - December 25

Section 2. Holiday Pay.

The City will pay holiday pay to all essential employees who are scheduled to work on the holiday. Essential, as used in this context, shall mean only the personnel who are absolutely basic and so necessary as to be indispensable to the operation of the Department and the safety of the public. Convenience is not a considered factor. The Chief of Police has the sole discretion to determine the officer positions that are essential during any holiday period.

Any bargaining unit member required to work on a designated holiday will be paid for one and one half (1½) times the number of hours actually worked in addition to

normal compensation for that day. The employee shall be granted at his/her discretion either overtime pay or compensatory time (unless at maximum compensatory time) in addition to normal daily compensation for the hours worked on a designated holiday.

Employees who's regularly scheduled days off falls on a holiday will be paid an additional eight (8) or ten (10) hours (depending the hours the employee maintains) hours at their regular rate of pay or may elect to take this as compensatory time. The City and FOP Lodge #3 recognize that all bargaining unit members operate under either a rotating days off or permanent days off schedule. While it may be necessary to deviate from these schedules due to special events requiring extra manpower or extenuating circumstances, no deviation may be made for the express purpose of avoiding the payment of holiday pay without the consent of the employee(s) involved.

Employees requesting sick leave reimbursement on a designated holiday will be paid eight (8) hours or ten (10) hours at their regular rate of pay.

When a bargaining unit member has requested vacation leave reimbursement and a designated holiday occurs during the approved vacation leave, that individual will receive eight (8) hours or ten (10) hours of pay for the holiday and no hours will be deducted from his/her leave accrual.

Any bargaining unit member who is determined to be non-essential and does not work the holiday shall be paid eight (8) hours or ten (10) hours at his/her regular rate of pay. Any employee scheduled to work a designated holiday and who reports for duty, but is later deemed by Management to be non-essential and is sent home, will be paid his/her full holiday pay or may elect to take it as compensatory time and will be decided by seniority.

ARTICLE 8
SENIORITY

Section 1. Seniority Defined.

Officer seniority shall be based on continuous length of service in classification without a break or interruption except as noted in Section 2 of this Article; provided, that any suspension for disciplinary purposes of fifteen (15) calendar days or less shall not constitute a break or interruption of service within the meaning of this Section.

Seniority shall commence from the date an officer enters a classification.

A list of employees arranged in order of seniority by classification and a list arranged in total service with the Topeka Police Department as sworn police officers shall be maintained and made available for examination by employees, provided that the seniority lists shall be revised and updated at the end of each year and a copy transmitted to FOP Lodge #3.

Where two or more employees in the same classification were appointed on the same date, such employees' seniority shall be determined by their placement on the promotion list. If two or more employees are in the same position on the promotion list, then seniority will be determined by a lottery administered by the Chief; provided, that for the purpose of seniority shift bidding, officers who have the same date of classification and same length of service shall be given their shift preference based on the lottery system for each shift bid period. In the event a lottery is conducted, the affected officers and/or their FOP representatives shall be notified of the time and place of the lottery. The affected officers and/or their FOP representatives shall be allowed to witness the conduct of the lottery.

Section 2. Seniority Broken by Resignation.

An officer who resigns may, at the sole discretion of the Chief, be reinstated within ninety (90) calendar days of the effective date of resignation. In such a case, the officer shall be reinstated at an entry-level position unless an exception is made by the Chief, but regardless must re-serve an initial probation.

If seniority is broken by resignation and the officer is subsequently rehired and remains employed in a full time civil service capacity for five (5) years following the last date of hire, the previous employment period will be added to the officer's continuous service and considered as part of seniority. Only one (1) such seniority allocation shall be allowed per individual. Any officer with prior service with the Department must be rehired within three years to be eligible for former service seniority credit.

Section 3. Seniority Broken by Medical Disability Retirement.

If seniority is broken by medical disability retirement and the condition(s) have been corrected such that the officer is subsequently rehired through the selection process, that officer will, upon completion of one (1) year in a full time civil service capacity following the date of rehire, have the previous employment period added to the officer's continuous service and be considered as part of seniority. Only one (1) such former service seniority credit shall be allowed per individual and only if the employee is rehired within five (5) years of his or her medical disability retirement.

ARTICLE 9
LAYOFF

Section 1. Layoff.

Layoff shall be defined as a reduction of staff or the elimination of a classification, position, or job for any reason the Police Chief and/or City Manager may deem necessary for the efficient and economical operation of the Department.

In the event of a layoff, the persons to be laid off within a classification will be determined on a "last hired, first to be released" basis and shall be subject to reemployment and severance pay as provided for in Sections 3 and 4 below.

Section 2. Bumping.

Bumping shall be defined as the process under which a full-time officer may choose to move to a lower classification (rank in the case of a police officer) in the event the employee is scheduled to be laid-off pursuant to the provisions of this Article.

A. An officer scheduled to be laid off may "bump" into any classification (rank) previously held by the officer; provided that another officer within that classification (rank) has less seniority than the officer making the "bump".

B. The "bumping" process may continue until there are no officers within a classification (rank) with less seniority than other officers within the same classification (rank) who are scheduled for lay-off.

Section 3. Short Term Reduction in Force.

A. General.

A lay-off is a temporary reduction in the work force due to a shortage of

funds, lack of work, abolishment of a position, or other material change in duties or organization. It differs from other forms of separation in that there is an anticipated reinstatement of the employee as soon as the conditions which necessitated the lay-off are ameliorated. A lay-off is intended to protect a regular, full-time employee's tenure, related benefits, and privileges.

B. Re-employment.

1. A bargaining unit member who has been laid-off shall have his or her name entered on a reemployment eligibility list within his/her respective Department which lists shall be arranged based on the years of seniority of the laid-off personnel.

2. An individual's name may be removed from the reemployment eligibility list for any one of the following reasons:

a. Expiration. The names of all employees laid-off shall remain on the reemployment eligibility list for a maximum period of 48 weeks.

b. Waiver. An employee may elect to waive the right to recall after having been laid-off for a period of eight weeks by signing a waiver form provided by the City. Those who waive the right to recall will be eligible to receive severance pay if they meet the eligibility requirements in Section 4.D.

c. Forfeiture. Employees forfeit the right to severance pay and recall if they:

(1) Refuse recall within five days of notice.

(2) Fail to answer written inquiries from the City's Human Resources Department when proper notice is given.

(3) Fail to advise the Human Resources Department of a change in address and/or telephone number.

C. Reinstatement.

1. Order of Recall. Employees shall be recalled from the applicable reemployment eligibility list in order of seniority.

2. Wages. Employees recalled within six months shall be given credit for their accrued seniority for the purposes of determining salary. Any Corporal, Sergeant or Detective who is recalled to a lower classification shall be given priority for any promotions to a classification formerly held by the employee.

3. Benefits.

a. Vacation. Employees who are recalled from lay-off shall, at the time of reemployment, commence accruing vacation leave.

b. Sick Leave. Any sick leave accumulated but not utilized at the time of lay-off shall be reinstated at the time of recall.

c. Seniority. Employees recalled shall be given seniority credit for the entire period of time of the lay-off.

D. Notice of Lay-Off. An employee scheduled for lay-off shall be given at least five working days of notice of lay-off and the reasons therefore. The

five days of notice may be waived by the payment of five days of pay at the individual's straight time, base rate of pay.

E. Benefits During Lay-Off.

1. Vacation Time. An employee on lay-off may elect to take any vacation and/or compensatory time which the employee has accrued prior to the lay-off. Vacation time shall not accrue during the period of the lay-off.

2. Group Insurance. An employee who is laid off may elect to continue group insurance for eighteen (18) months under the Consolidated Omnibus Reconciliation Act (COBRA). Timely payment of the insurance premiums shall be the responsibility of the employee.

3. Other Benefits. Additional benefits shall not accrue nor shall they be paid to an employee during the period of a lay-off.

F. Grievance. Lay-off and demotions necessitated by the conditions given in Section 3A of Article 9 shall not be subject to grievance except to contest the order of lay-off among the affected employees.

Section 4. Permanent Reduction In Force: Severance Pay.

A. General. The purpose of severance pay is to provide temporary relief to employees who have lost their jobs through no fault of their own. Separations may occur for, but are not limited to, the following reasons:

1. An employee is not recalled from lay-off within 48 weeks.

2. An employee voluntarily waives the right to recall as described in

subsection B. 2. b.

3. Work is eliminated and is not anticipated to be necessary in the foreseeable future.
4. Work is reassigned to other employees.
5. The qualifications for a position change.

B. Severance Pay.

1. Amount.

a. Employees hired after December 31, 2015, who meet all eligibility requirements shall receive severance pay at the rate of one (1) week of salary for every year of service, pro-rated to the nearest month, but in no case less than four (4) weeks salary and in no case more than twenty-six (26) weeks salary.

b. Employees hired prior to January 1, 2016, who meet all eligibility requirements shall be compensated according to the following schedule:

LENGTH OF SERVICE	SEVERANCE PAY
-0- Less than 1 year	-0-
1 year, less than 10 years	1 week of salary for each complete year of service as of the date of separation.
Over 10 years	2 weeks of salary for each complete year of service, as of the date of separation.

In no case shall the amount of severance pay exceed one year of salary of the laid-off individual. Severance pay shall be calculated using the employee's regular base hourly wage including premium performance payments for Corporal, Detective and Sergeant.

c. Year of service shall exclude years of city service prior to an employee's retirement from the City and years before a ninety (90) day or more break in city service.

2. Other Benefits.

a. Vacation Time. Employees who are permanently separated and who have successfully completed the probationary period shall be paid the unused portion of vacation time accrued.

b. Unemployment Compensation. State law shall determine the eligibility of a separated employee to draw Unemployment Compensation.

C. Forfeiture of Severance Pay.

1. Ineligibility. Employees who resign, retire, or are fired for cause are not eligible to receive severance pay.

2. Relinquishment. The City may, at its discretion, provide counseling and assistance to employees who are laid-off.

D. Severance pay set forth herein is available only to employees who meet all of the following eligibility requirements:

1. Employee's position has been eliminated pursuant to the provisions of this Article and the employee has waived the right to recall;

2. Employee has been employed with the City for one or more continuous years;

3. Employee is not continuing to work in a comparable position either for the City or another entity pursuant to a consolidation authorized by K.S.A. 12-3903; and

4. Employee has executed an agreement and complete release of all claims against the City regarding the reduction in force.

ARTICLE 10
SICK LEAVE

Section 1. Accrual.

Bargaining unit members shall accrue sick leave at a rate of 3.692 hours per pay period. An employee must be performing assigned duties or on authorized accrued paid leave to be eligible to accrue sick leave.

Section 2. Injury on the Job; Related Sick Leave.

A. An employee who is temporarily totally disabled, or taken off work by a medical provider, as the result of an injury not caused, created, or substantially contributed to by his/her own negligence and arising out of and in the course of their employment, who cannot perform his or her duties, may make application to the Chief of Police for restoration of the use of up to 160 hours of accrued sick leave.

B. An employee who suffers a work-related injury arising out of and in the course of his/her employment with the City and who is receiving Temporary Total Disability (Workers' Compensation) benefits or who is taken off work by a medical provider, may utilize a pro-rated amount of sick leave in order to enable the employee to earn compensation in an amount equal to his/her normal salary during the time he or she is temporarily totally disabled or off work. Under no circumstances shall an employee pro-rate sick leave for permanent total disability.

C. Injury Leave Pay. An employee who suffers a work-related injury while on duty and who is receiving Temporary Total Disability benefits or who is taken off of work by a medical provider, for a period of time greater than 30 calendar days shall maintain all benefits in place at the time of injury and receive compensation in an amount equal to his/her base pay and any premium performance pay without use of any accrued leave, minus any amount of Temporary Total Disability benefits (identified as "Injury Leave Pay") for up to one year from the date such Injury Leave Pay begins, or until the employee is released to return to work in a regular or light duty capacity, or until a permanent disability is determined by an independent medical examiner; whichever occurs first. If an injury is initially denied but later determined to be compensable under

the Kansas Workers Compensation Act, the portion of the injury leave pay that is offset by retroactive TTD benefits must be repaid to the City. If an injury is determined not to be compensable under the Kansas Workers Compensation Act, any Sick Leave that was restored will be removed from the employee's accrued Sick Leave balance; and, additionally, any Injury Leave Pay the employee received will have to be repaid to the City.

Injury Leave Pay will be reported in accordance with applicable local, state and federal regulations including KPERS/KPF.

Section 3. Physical/Medical Inability to Work.

A. Light Duty Assignment. The City shall provide an unlimited number of light duty assignments within the Police Department to be made available to officers who are medically recommended to perform light duty assignments due to an injury, illness, or other medical condition, to the extent it does not interfere with fulfillment of the mission of the Police Department. An officer shall work a nine (9) hour shift with one hour off for lunch in the event a light duty assignment is for more than seven (7) calendar days. The appropriate Bureau Commander can adjust the nine (9) hour shift to eight (8) hours at his/her discretion. Officers assigned to a ten (10) hours shift shall remain so assigned during the light duty assignment. Any hours worked in a light duty assignment where the essential duties of the position are not being completed by the employee shall not count as hours worked for purposes of completing a probationary period.

B. Medical Leave of Absence. If an employee is unable to perform his/her regular duty assignment or a light duty assignment and has exhausted all

of his/her leave, he/she may be given a medical leave of absence. Any employee on a medical leave of absence shall not accrue sick leave or vacation leave. The employee shall not lose his/her position on the promotion roster, be demoted, or removed from the force due to utilizing a Medical Leave of Absence.

C. The City may require an employee on medical leave of absence of more than six (6) months to be examined by the CHCP to determine if he/she will be able to return to the assignment he/she was holding prior to the leave of absence. In the event he/she cannot resume full duty status within 12 months of the injury or illness, a determination will be made by the Chief of Police and the CHCP regarding reassignment or medical retirement.

D. The City may require an employee on Light Duty or Sick Leave of more than six (6) months to be examined by the CHCP to determine if he/she will be able to return to the assignment he/she was holding prior to the light duty assignment or sick leave. In the event he/she cannot resume full duty status within twelve (12) months of the start of the light duty assignment or sick leave, a determination will be made by the Chief of Police and the CHCP regarding reassignment or medical retirement.

E. Nothing in this Section shall preclude the Chief of Police from exercising his/her discretion under Article 10, Section 2, of this Agreement.

Section 4. Family Sick Leave.

Employees may use accrued sick leave to care for members of their family as

defined herein as spouse; child; son-in-law; daughter-in-law; stepchild; parent; step-parent; spouse's parent; sibling; grandparent; grandchild; great-grandchild; a family member of the immediate household permanently residing under the same roof or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from them); or other family member -- approved by the Chief -- who is ill, recuperating at home, or needs to be taken to appointments for medical care. This shall not authorize use of sick leave for problems such as an automobile not starting; missing the bus; repairs to furnaces, other appliances, plumbing, or automobiles; or baby-sitting problems other than a sick child.

Section 5. Sick Leave upon Retirement/Death.

A. The City will pay for all of the sick leave accrued at the time of retirement of the Officer up to a maximum of four hundred forty (440) hours. In addition, commencing January 1, 2012 the police officers shall, upon their retirement, be paid an additional accrued sick leave incentive for all remaining hours of accrued sick leave over and above the four hundred forty (440) hours described above using the following formula: One dollar ($1.00) per hour multiplied by the total remaining hours of accrued sick leave. An officer need not be drawing a monthly pension check if he/she has a vested pension at the time of retirement.

B. The City shall pay all sick leave up to 1,040 hours accrued by an officer to his/her estate if killed in the line of duty.

C. The City shall pay up to 1,040 hours of accrued sick leave for any officer killed "off" duty.

Section 6. Sick Leave Abuse.

The Chief may refer an employee to the Human Resources Department if, in one of their opinions the individual has demonstrated a consistent or continual lack of availability for work or has otherwise engaged in behavior which may reasonably be construed to be an abuse of sick leave. The Human Resources Department shall determine the need for referring the employee to the CHCP for consultation. The CHCP may require the employee to provide a doctor's statement showing the following, at the City's expense:

1. If the employee was treated by a physician, the date of the treatment.
2. If the employee was treated by a physician, a statement from the physician that the illness or injury was of sufficient seriousness to prevent the employee from being present at work.
3. Date or dates the employee was unable to work because of the illness or injury.
4. Date the employee may return to work to assume his/her regular duties.

Failure to comply with the above doctor's statement requirement may result in a determination that the Sick Leave in question was not supported by medical opinion, thereby leading to a denial of its utilization. The CHCP for good cause shown may waive the doctor's statement. For the purpose of this section, the doctor's statement must be from a medical doctor acceptable to the CHCP.

ARTICLE 11
FUNERAL/EMERGENCY LEAVE

Section 1. Eligibility.

A. In the event of the death of an immediate family member, as defined in Appendix B of this Agreement, an employee shall be eligible for a maximum of three (3) working days off with pay (not to be deducted from other hourly accruals). Employees shall notify Management within five (5) calendar days (including days off) of the death of the immediate family member and provide information about when the funeral leave shall commence.

1. Management may require the employee to produce evidence of the death of the family member. Additional funeral leave may be granted in extenuating circumstances at the discretion of the Chief of Police.

2. Any employee who has misrepresented a death in the family as defined above shall be subject to disciplinary action.

B. An employee may, in the event of extreme extenuating circumstances such as a household fire, a calamity of nature affecting the household or similar disaster which threatens the health or welfare of the employee's immediate family, receive up to three days of leave with pay as determined by the Chief.

Emergency leave shall not be authorized for non-emergency situations. For illustrative purposes only, the following situations are considered of the type for which emergency leave shall not be authorized: Transportation problems such as automobile not starting or missing the bus; repairs to furnaces, other appliances, plumbing, or automobiles; baby-sitting problems; doctor or dental appointments other than for emergency situations; other similar, non-critical, non-

emergency situations; and obligations of the employee or the employee's family.

Section 2. Funeral Expense.

The City of Topeka will provide up to ten thousand ($10,000) dollars for funeral expenses to the survivor of an active police officer who dies, payable to the funeral home.

ARTICLE 12
HEALTH AND SAFETY

Section 1. Policy and Practice.

The City of Topeka shall make provisions for the safety and health of its employees during the hours of their employment. Further, the City will provide protective devices and other equipment necessary to protect its employees from injury and sickness and maintain this equipment in proper working order to protect the health and safety of the employees.

Section 2. Damaged Property.

The City will replace or pay for items of personal property reasonably needed by officers in the course of their duties, including authorized back-up weapons used by employees which are lost or damaged in the performance of duty. Reasonable limits on liability shall be determined by the Chief of Police on a case-by-case basis. Acts of carelessness or negligence by an employee shall disqualify reimbursement under this provision. Approved reimbursements will be made within thirty (30) days from the date of receipt of the written request with all required and completed documentation attached. The employee may be required to produce to the Chief of Police receipts or information regarding the original costs of the damaged personal property and/or approximate cost to replace the personal property damaged in the performance of duties.

Section 3. Care of Department Vehicles.

Sworn personnel shall keep the interior of their assigned vehicles in an orderly and litter free condition.

The City shall maintain a preventive maintenance program for Police vehicles. If

an assigned vehicle is not in safe condition, an employee may notify the duly authorized supervisor outside the bargaining unit. If the supervisor determines the Police vehicle to be in usable condition, the employee shall proceed with assigned duties. Nothing in this Section will be construed as a waiver of the officer's legal rights.

Section 4. Physical Fitness Program.

The Physical Fitness Incentive Program shall be administered by the Chief of Police. Levels of fitness and a corresponding rating system for officers shall be established by the Police Chief and FOP Executive Board and approved by the City Manager. Those on the Response Team who successfully pass their Physical Fitness Test each time given will receive incentive pay based on their level of achievement. The amount of money to fund the provisions of this Section shall be limited to twelve thousand ($12,000) dollars per contract year, provided, however, that this dollar amount shall be exclusive of the amount needed to fund the above listed provision relating to the members of the Response Team.

Incentive pay shall be:

Level 1 - $15.00 per month paid quarterly.

Level 2 - $ 20.00 per month paid quarterly.

Level 3 - $ 25.00 per month paid quarterly.

Level 4 - $ 30.00 per month paid quarterly.

All FOP bargaining unit members are eligible to participate in the wellness program in the City Wellness Center by applying to the Wellness Center. The member shall have full access to the facilities within the Wellness Center. Any member may, by payroll deduction, have the difference between a single and a monthly family

membership fee deducted from his/her paycheck.

Section 5. Inoculations.

The City agrees to provide, without charge to each employee within the bargaining unit, inoculations for Hepatitis B, C, and flu and other reportable contagious diseases as may be appropriate as determined by the Occupational Health Provider. In addition, the City agrees to provide, free of charge, inoculations for members of the employee's immediate household in the event such employee is exposed in the line of duty to a reportable contagious disease. Inoculations and treatment will be provided as necessary to prevent the spread of disease as determined by the Occupational Health Provider. All employees must complete recommended medical follow-up. Employees will be compensated for actual time spent at follow-up visits.

Section 6. Personally Owned Service Weapons.

Officers shall be allowed to utilize their personally-owned service weapons, provided that the weapons are of the same brand, caliber, and model as one of the Department-issued or approved weapons, and provided further, that no modifications of any kind are made to the weapons without the consent of the Chief of Police. Any modifications to a weapon without the consent of the Chief of Police may subject the officer to disciplinary action.

Section 7. Ballistic Vests.

The city shall provide each officer with a ballistic vest rated up to level IIIa and the city shall replace the vest every five (5) years at the city's sole expense. Current vests shall be replaced upon completion of the five (5) year cycle from date of issue.

ARTICLE 13
WAGES

Section 1. Pay Plan.

A. On the anniversary of their hire date in 2022, 2023 and 2024 bargaining unit members shall advance one (1) step according to the appropriate table listed below. Newly-hired police officers shall be moved from Step 1 to Step 2 of the pay matrix, or as otherwise placed pursuant to § 13 of this article, upon successful completion of their initial eighteen (18) month probationary period.

B. The following hourly pay schedules shall be applicable for bargaining unit employees, effective the full pay period encompassing the month, day and year, according to the appropriate table below.

POLICE OFFICER PAY SCHEDULE

STEPS	January 1, 2022	January 1, 2023 (1.25% increase from 2022)	July 1, 2023 (1.25% increase from 1/1/2023)	January 1, 2024 (1.25% increase from 1/1/2023)	July 1, 2024 (1.25% increase from 1/1/2024)
1	22.97	23.26	23.56	23.86	24.16
2	23.03	23.32	23.62	23.92	24.22
3	23.49	23.79	24.09	24.40	24.71
4	24.40	24.71	25.02	25.34	25.66
5	25.05	25.37	25.69	26.02	26.35
6	26.41	26.75	27.09	27.43	27.78
7	27.20	27.54	27.89	28.24	28.60
8	28.02	28.38	28.74	29.10	29.47
9	28.93	29.30	29.67	30.05	30.43
10	29.93	30.31	30.69	31.08	31.47
11	30.79	31.18	31.547	31.97	32.37
12	31.82	32.22	32.63	33.04	33.46
13	32.77	33.18	33.60	34.02	34.45
14	33.83	34.26	34.69	35.13	35.57
15	34.65	35.09	35.53	35.98	36.43
16	35.66	36.11	36.57	37.03	37.50
17	36.68	37.14	37.61	38.09	38.57
18	38.33	38.81	39.30	39.80	40.30

The following Premium Performance Pay Schedule shall apply to Corporals, Detectives, and Sergeants.

PREMIUM PERFORMANCE SCHEDULE

POSITION	YEARS OF SERVICE	Hourly rate of pay plus
Corporal	1st Year	$1.15/hr
	2nd Year	$1.55/hr
	5th Year	$2.00/hr
Sergeant	1st Year	$3.20/hr
	2nd Year	$4.00/hr
	5th Year	$4.90/hr
Detective	1st Year	$2.15/hr
	2nd Year	$2.55/hr
	5th Year	$3.00/hr

C. Any Corporal moving to the Detective rank or Detective moving to the Corporal rank shall be placed at the Premium Performance Pay step attained in the rank from which the officer is moving. This retention of years in rank shall apply for pay purposes only.

D. Bargaining unit members will receive a one-time payment of $3,000 on the first pay period of 2022.

Section 2. Shift Differential.

Bargaining unit members shall be entitled to a shift differential as follows:

A. Eligibility for a shift differential shall be restricted to full time bargaining unit members.

B. Work starting at or after 12:00 noon, but before 3:00 a.m., shall be considered shift work.

C. Officers assigned to shift work shall be paid an additional seventy cents ($.70) per hour.

D. An officer regularly scheduled for shift work shall receive his/her normal shift differential during regularly assigned work shifts and authorized absences for compensatory time, vacation, and sick purposes. All other payments and/or leaves shall not include shift differential in addition to base salary (including holiday pay, military leave, funeral, stand-by, court time, or any other authorized payment or paid leave).

E. Employees assigned to work four (4) hours or more of shift work shall receive the shift differential.

F. Employees receiving shift differential and also working overtime shall have their normal salary and any shift differential paid at one and one-half (1 1/2) times their hourly rate of pay.

G. If an Officer is regularly assigned to a shift that is entitled to shift differential and the Officer is temporarily assigned to a shift that does not receive shift differential for a period not to exceed seven (7) days, then the officer will receive shift differential for the time spent in the temporary assignment.

Section 3. Standby

A. For the purposes of this section, "Standby" shall mean any time when an officer is officially notified that the officer has been placed in a standby status. Official notification shall be made by the appropriate person either in person, by phone, by leaving a message on an answering machine, by pager, or by memorandum.

Notification by leaving a message on an answering machine or pager shall require that the message be confirmed by the officer before the notification shall become official. Any failure by an officer officially placed on standby to respond, if called, may result in disciplinary action or the removal of the officer from standby duty. Any Officer assigned by the Bureau Commander to standby shall be entitled to two (2) hours of pay or compensatory time at a straight time rate per twenty-four (24) hour shift on standby when assigned to standby on weekends or holidays and one (1) hour of pay or compensatory time at a straight time rate when assigned to standby Monday through Friday. Court appearances are addressed in another Section of this Agreement and are therefore exempt from this Section. This Section shall include phone standby as directed by any City, County, or Federal attorney for court; provided, however, that the officer shall immediately notify the Watch Commander of being placed on court standby. Standby is in addition to any hours worked after being called back to duty. Standby shall not be considered hours worked for FLSA purposes. No officer shall be required or allowed to work two types of stand-by during the same time period, excluding court standby.

B. "Call-back" shall mean any time a bargaining unit member who is off duty or on standby is called and ordered to return to work. An employee called back to work shall be paid a minimum of two (2) hours or the actual time worked, whichever is greater, with whichever is applicable being counted as hours worked in the computation of overtime.

Section 4. Group Health Benefits

The Employer agrees to make available health benefits to any bargaining unit

member eligible under the provisions of the City's healthcare benefits plan.

The Employer and the Union have agreed to cost-sharing for healthcare benefits as set forth within the current Joint Memorandum of Agreement between the City of Topeka, this Union and other bargaining units recognized by the City.

The Employer retains the authority to define group health benefits and select the carrier to maintain a cost effective program. The Employer agrees to notify the FOP in advance and to meet and confer over any benefit change to such health benefits; provided, however, that the parties agree to relinquish any right to mediation and fact-finding over this issue in the event the good faith meet and confer sessions result in an impasse. It is further agreed that the parties shall, in the event of such a good faith impasse, proceed in a timely fashion to make presentations to the City Manager regarding their respective positions on the issue at impasse.

All retired bargaining unit members will be allowed to transfer to the City's Retiree health benefits program upon retirement and remain in same until they reach age 65, provided that the retired member will pay the full amount of group rate premiums charged by the City. If the retired member drops the City coverage, or is dropped for non-payment, the retired member will not be allowed to return to coverage in the City Retiree's health insurance program.

Section 5. Pay for Duty in Higher Rank.

A. A bargaining unit member assigned temporarily to a higher rank for more than fifteen (15) consecutive work days shall be temporarily (while continuing to be assigned in the higher rank) paid at the base hourly rate of pay established for the higher rank (or, if the employee's regular rate of pay is higher than the base rate for the higher rank, the

employee will be paid not more than five (5%) percent above the employee's prevailing salary). However, an employee working in a higher rank for fifteen (15) consecutive work days or less shall not be entitled to receive any additional compensation other than his/her prevailing rate of pay, except for any increase or decrease due to working on a different shift (see Article 13, Section 2: Shift Differential).

B. A sergeant working out of class as a Watch Commander for two (2) or more hours shall be paid two (2) additional hours at his/her straight time rate until such time as the provision within A. above becomes applicable.

Section 6. Tuition Reimbursement.

The purpose of the tuition/education reimbursement program is to promote improved productivity in City services. Each bargaining unit employee shall be eligible for tuition/education reimbursement under the following guidelines:

A. Only full-time benefit eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized educational institutions or relevant professional development seminars as approved by the Chief . The Chief may utilize the provisions of this Section for the payment of the cost of law enforcement seminars for officers.

B. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted to while employed with the Topeka Police Department and the employee must receive at least a 2.0 grade point or "C" average in academic courses or the employee must receive a "pass" if the course is only offered on a "pass/fail" basis. An employee must

provide a certificate or other proof of completion for technical courses or professional seminars which provide no "grading" system.

C. An amount not to exceed one thousand ($1,000.00) dollars may be authorized and reimbursed annually for eligible employees.

D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Director and have the concurrence and signature of his/her immediate supervisor outside of the bargaining unit; the appropriate Bureau head; the Police Chief or his/her designee; and the Human Resources Department before the employee may be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade as provided for in this Section and proof of payment for the course must be received by the Human Resources Department within two months after the completion date of the course in order for the employee to receive reimbursement.

E. The City will not reimburse employees for non-credit special interest courses completed by examination only; late fees; lab fees; extracurricular fees; textbooks or other course related materials; and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs. Any cost associated with life credit will be reimbursed to the employee by the City.

F. The Police Chief or designee, shall make every effort to budget for the approved reimbursement for academic courses for employees. The Police Chief or designee, shall approve courses on a first-come, first-served basis in a non-

discriminatory manner within appropriate budget constraints.

Section 7. Clothing Allowance.

Any Detective, or Sergeant assigned to Criminal Investigation Bureau (CIB), or taskforce officer required to wear professional or business casual attire, shall receive a clothing allowance of nine hundred dollars ($900) per year in the first pay period of the calendar year. Each Detective and Sergeant may choose whether he/she wishes to utilize the professional business attire or casual business attire that complies with Article 19, Section 1.D. This section shall not apply to Crime Scene Investigation (CSI) personnel assigned to the CIB.

A. Officers newly promoted to the rank of Detective or Sergeant and newly assigned to CIB shall receive the sum of nine hundred dollars ($900) at the time of an appointment if it occurs within the first two quarters of the year. If promoted within the third quarter of the year they would receive a sum of four hundred fifty dollars ($450) at the time of their appointment. If promoted within the fourth quarter of the year they would receive a sum of two hundred twenty-five dollars ($225) at the time of their appointment. Thereafter each eligible Detective or Sergeant would receive a sum of nine hundred dollars ($900) in accordance with the procedure described above.

B. Professional business attire or duty uniform shall be required for all appearances in District or Federal court.

C. Clothing allowance will be used to purchase clothing and shoes, except for uniform shoes as described in Section 9 below.

D. Officers assigned to the narcotics unit shall receive the sum of one hundred fifty dollars ($150) per year in the first pay period of the calendar year to be utilized for their clothing necessary to perform their duties.

Section 8. Footwear.

On entering City service Officers will be provided with a pair of either shoes or boots at the employee's option. The employee may choose to take a reimbursement of up to seventy-five dollars ($75) for shoes or one hundred fifty dollars ($150) for boots on proof of purchase of the approved shoe or boot. Thereafter, the City shall provide a replacement pair of boots or a replacement pair of shoes based on Management approved need or a reimbursement of up to $75 for shoes and $150 for boots.

Section 9. Compensation for Off-Duty Mandatory Firearms Qualification.

Officers shall be compensated for a minimum of two (2) hours of pay at their regular hourly rate for off-duty time spent in firearms qualifying, provided, however, that the two (2) hour period shall not overlap the individual's regularly assigned shift and that he/she does not have a reasonable opportunity to qualify while on duty.

Section 10. Compensation for FTO, FTD, and FTS.

Any officer assigned to the Field Training Program as a Field Training Officer (FTO), Field Training Detective (FTD), or Field Training Supervisor (FTS) shall receive one dollar and twenty-five cents ($1.25) per hour in addition to the officer's regular compensation for the duration of the appointment through the last pay period of the calendar year. Management shall list all positions that are eligible for the FTO/FTD/FTS designations at the time of the posting for selection of the positions. Officers who are removed by the Chief with cause and those who voluntarily transfer to a non FTO/FTD/FTS position shall forfeit the additional compensation for the remainder of the calendar year.

Section 11. Compensation for Bilingual Officers.

(a) Management will place bargaining unit members on a bilingual officers' list upon the member successfully passing a foreign language proficiency test approved by the Human Resources Director. The City will pay for one proficiency test for a member wishing to be placed on the list. Bargaining unit members on the bilingual officers' list shall receive bilingual officers' pay in the amount of seventy-five dollars ($75) per month.

(b) Any officer on the bilingual officers' list who is on duty shall be available for translation.(c) The Chief of Police may remove a member from the bilingual officers' list and the associated pay if:

(1) the member requests to be removed from the list;

(2) an on-duty member declines a request to assist with translation; or

(3) upon a showing of just cause based on articulable facts presented by the Chief of Police.

Section 12. Compensation for Professional Standards Officers

Officers selected by the Chief to serve in the Professional Standards Unit shall receive sixty dollars ($60) per month in addition to the Officer's regular compensation for the duration of such assignment.

Section 13. Lateral Entry.

At the Chief's discretion, officers with current Kansas Law Enforcement certification and prior experience may be placed in the pay grid up to Step 8, based on one step for each year of service with a municipal or county law enforcement agency or

with the Kansas Highway Patrol or the Kansas Bureau of Investigation.

At the Chief's discretion, officers with current out-of-state law enforcement certification with Kansas reciprocity and prior experience may be placed in the pay grid up to Step 8, based on one-step for each year of service with a municipal, county, or state law enforcement agency.

Upon successful completion of the initial probationary period, the Chief will have discretion to place an officer hired pursuant to this section up to Step 12, but not to exceed the total number of years of previous law enforcement service.

Section 14. Merchant Guard License

The City of Topeka shall provide a Merchant Guard License and any renewal thereof at no cost to any officer who makes application for such license. It is understood that any officer working in a merchant guard capacity may be required to respond in emergency situations as a Topeka police officer. The officer shall at the time of response, be considered to be on duty for the police department thus requiring compensation from the City of Topeka at the appropriate rate for the officer.

Section 15. Advanced Education

Any bargaining unit member who has completed his/her probationary period and who has obtained an Associate's Degree, Bachelor's Degree, or a Master's Degree and who has received at least a 2.0 overall grade point average shall qualify to receive additional compensation according to the following schedule:

$25 per month for Associate's Degree;

$100 per month for Bachelor's Degree; or

$125 per month for Master's Degree.

Section 16. Biweekly pay.

To the extent an employee is entitled to Article 13 incentive payments on a monthly basis, those payments shall be converted and payable on a biweekly basis for the applicable period.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 1. Personnel Files.

Personnel files shall be maintained as required by the City Personnel Code and/or rules and regulations administered by the Human Resources Director to effectuate the provisions of the Code. The employee shall have access to his/her file. Removal of any item from the file must have the authorization of the Human Resources Director with notification of removal given to the employee.

Section 2. Retired IDs and Weapons.

The City of Topeka, in recognition of officers' dedication to the profession, shall provide each at the time of retirement with either a Police Identification card with rank and marked "RETIRED" and a badge with the word "RETIRED" wherever "officer" appears. The Chief may choose to deny this provision for good cause shown.

The City agrees to transfer title of a City issued weapon to a retiring officer if such individual has been carrying the City issued weapon for a minimum of three years or the City has issued a replacement within the three (3) year period, in either case with the approval of the Chief.

Section 3. Residency.

Bargaining unit members employed after December 31, 1981, by the City must be bona fide residents of Shawnee County at a location which is no more than thirty (30) minutes travel time from their assigned reporting station or office, except at the time of appointment or employment they need not be residents of the County but shall establish residency in the County within six (6) months after completion of their initial employment probation.

Residency shall be maintained within the boundaries of Shawnee County within thirty (30) minutes reporting time for the duration of the employee's employment.

The parties agree to reopen this article in the event that the city policy for residency is changed to allow residency outside of Shawnee County.

Section 4. Legal Counsel.

The City will provide legal representation for employees against whom suit is brought in civil cases for activities within the scope of the employees' official duties.

The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the employee, the City shall not be liable for payment of damages.

The City agrees that officers will not be expected to endure a personal financial burden for actions taken in the performance of their duties unless such actions are unlawful. Examples of potential personal financial burdens would be to reimburse an officer the additional cost of insurance he/she must pay for an on duty non-negligent vehicle accident or additional insurance an officer must bear for maintaining a canine.

The defense of actions covered by this provision is the responsibility of the City Attorney's Office. When an employee is served with a summons notifying him/her of a lawsuit, the employee shall immediately (but no later than fifteen days after receipt) notify his/her chain of command and request representation by delivering the summons and all attachments to the City Attorney's Office. The City Attorney will determine whether outside counsel will be retained to represent individual employees, taking into

consideration factors such as potential conflicts of interest, caseload and other relevant factors. Before outside counsel is retained, the involved employee and the City Attorney will discuss and attempt to reach an agreement on the representation to be provided. In the event that an agreement cannot be reached, the employee will have the option to select an attorney from a list of a minimum of three (3), as provided by the City Attorney.

Section 5. Employee Assistance Program.

The City and FOP agree to cooperate in encouraging employees who are in need of counseling and/or assistance (or their families, if in the form of family counseling) in such areas as, but not limited to, alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed toward their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the City Health Care Provider (CHCP) or Employee Assistance Program (EAP) consultant, the employee's personal behavior and/or activity is interfering with the job performance. Referrals for assistance may be arranged confidentially through the CHCP or EAP by the Police Chief or Human Resources Director; the FOP Representative; the individual; and/or the employee's family. The cost of an initial diagnostic referral shall be at the City's expense. Any subsequent expenses for treatment or diagnosis shall be the employee's responsibility.

As an alternative to utilizing the CHCP or EAP for employee assistance, the City will retain on a fee basis a licensed clinical psychologist or psychiatrist. This person will have no affiliation with the City or any officials beyond establishing the initial contract for services. This person will not report to the City or any City officials the names of

employees or their families who are utilizing this service or the nature of any problems unless with the consent of the employee. The employee or his/her family will incur no expense for the assistance received with the licensed clinical psychologist or psychiatrist on retainer.

Section 6. Avoidance of Waste.

The parties hereby agree that FOP Lodge #3 shall aid the City in every possible and conceivable manner to avoid the waste of the Police Department's assets. FOP Lodge #3 further agrees that they will aid the City to the best of their ability in increasing the efficiency of all operations which are carried on by the Topeka Police Department.

Section 7. Agreement Costs.

The costs of producing and printing any new agreement between the parties shall be borne equally by the City and FOP Lodge #3. Prior to proceeding with the process, the City will obtain informal bids for producing the new document and shall confer with the Lodge regarding the design, color, layout, cost, and any related consideration.

Section 8. Department Boards.

Officers will be allowed to personally appear and be represented by an FOP official or attorney before any board (except the GRB) when these Boards are reviewing incidents in which the Officers were involved or considering any other matter which may result in disciplinary action being taken against any officer.

Section 9. Nepotism.

The FOP and the Department agree that officers within the bargaining unit should not be placed in a direct chain of command with the officer's spouse. For the

purposes of this section "chain of command" shall apply to a situation in which a spouse of one rank would be serving with or under his or her spouse of a higher rank within the bargaining unit on the same shift and in the same unit. In making adjustments to accommodate and adhere to this restriction, priority consideration shall be given to the higher-ranking spouse within the bargaining unit over the one in a subordinate position. The Chief may make exceptions if alternative reporting options are not available; provided however in no event shall an officer be separated from his or her employment in order to comply with the provisions of this section.

ARTICLE 15
GRIEVANCE PROCEDURE

Section 1. Definitions and Procedural Clarifications.

Grievance: An alleged infraction or inconsistency in the administration of a City Code or rule and regulation of the Human Resources Director, Departmental rule, and/or regulation, policy, procedure, or provision of this labor agreement.

Applicability: This process shall apply to any employee who has been determined by the Public Employee Relations Board to be included within the appropriate unit of police officers in the City of Topeka, Kansas.

Employee Representation: FOP Lodge #3 will be allowed to designate ten (10) police officer bargaining unit members as FOP Representatives to assist employees in presenting a grievance as provided herein.

One FOP Representative will be allowed (without undue restraint, interference or harassment) a reasonable amount of time during duty hours to assist a grievant.

The scheduling of discussions and conferences shall be by Agreement of the aggrieved employee, the employee's representative, and the immediate supervisor.

FOP Lodge #3 shall furnish to the Police Chief a list of the accredited representatives and will promptly notify both such officials of any changes.

FOP grievance representatives will maintain a log of hours spent on grievance matters on duty. This log will be maintained by the member and available on request.

A designated FOP Representative (as provided herein) shall be present, with or without legal counsel, at any grievance proceeding.

Written Documentation: Any and all grievances proceeding to and beyond Step One of this process shall be on mutually agreed upon forms and shall include a grievance

number provided by the Human Resources Department. All grievances and complaints must specify the problem, including names, dates, places, and quotes, and why the preceding response did not reasonably resolve the problem. Incomplete grievances shall be returned to the grievant by the relevant party and the grievant shall have forty-eight (48) hours (exclusive of weekends and holidays) to complete the grievance and return it to the relevant party before it shall be considered null and void. Any grievance returned as incomplete shall specify what information is required to complete the grievance.

Receipt of Grievance or Grievance Response: A grieving or responding party shall serve the grievance or response on the appropriate party as specified in Section 3 herein. If said party is not available to be served, the specified time sequences shall be extended until the appropriate individual can receive the matter personally. The time for answering a grievance will not begin until the proper party has received the grievance or the response; provided, however, a supervisor shall designate a receiving party in his/her absence.

Failure to Respond: In the event that the grievant fails to respond within the prescribed time sequences, the matter shall be considered resolved in the favor of the City; provided, however, that the time limits shall be extended if the grievant or Union fails to respond due to illness, injury, death, or other family emergency. In the event that the City fails to respond within the prescribed time sequences, the grievant may proceed to the next step of the grievance procedure.

Notice of Intent to Arbitrate: Notices of intent to arbitrate shall be presented to the Human Resources/Labor Relations Director on the proper forms within the prescribed

time sequences, and the Human Resources/Labor Relations Director shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Selection of an arbitrator shall be made by alternately striking names until one name remains. The party to strike the first name shall be determined by a coin toss.

Section 2. Policy/Rights.

It shall be the policy of the City to prevent the conditions which may cause a grievance or complaint and to deal promptly, fairly, objectively, and in good faith with grievances or complaints which may occur.

An eligible employee shall have the right, without being subjected to restraint, interference, discrimination, reprisal or harassment of any form, to utilize the first two steps of the grievance procedure when in the employee's opinion an action taken was without just cause. If the FOP does not actively participate in the grievance process up to and including step two, the decision or resolution of the grievance will only impact the aggrieved employee's situation and will not set precedent for future grievance resolutions and/or contract interpretation. Only the Union and/or City may proceed with a grievance past Step 2.

All steps of the grievance procedure shall be followed by all parties in good faith and pursuant to the prescribed time frames, unless mutually agreed by the parties.

A copy of any disciplinary action taken shall be placed in the officer's file. If the disciplinary action is under review or being appealed a cover sheet so noting will be attached to the Letter of Discipline. If the disciplinary action is subsequently amended or, appealed and resolved, only the final version of the disciplinary action shall be placed in the officer's file.

It shall be the policy of the City of Topeka to give a grievant or FOP Lodge #3 an opportunity to discuss grievances with supervision in order to find mutually satisfactory resolutions as promptly as possible.

Section 3. Grievance Procedure.

A. Procedure.

1. Step One: Supervisory Review. A problem must be taken to the supervisor initiating the action in question within seven (7) calendar days following knowledge of a problem. If possible, complaints shall be settled at this level through discussion with the involved parties. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within seven (7) calendar days following completion of discussions and submitted to the supervisor initiating the action giving rise to the grievance within the same seven (7) day time frame. The supervisor shall have seven (7) calendar days to issue a written determination in the matter. The purpose of this provision is to encourage the resolution of a complaint by lower level supervisory staff whenever possible.

2. Step Two: Referral to Bureau Commander. In the event the matter is not resolved to the satisfaction of the aggrieved employee, the employee or the Union may submit, within (7) calendar days, the written grievance to the Bureau Commander. The Bureau Commander shall have seven (7) calendar days to investigate and issue a determination in the matter.

3. Step Three (Police Officers Only): Grievance Review Board (GRB).

(a) Definitions.

(1) Type A Grievance: Disciplinary actions involving a suspension of three (3) days or less, a request for review of which must either be filed with the GRB or dropped by the Union.

(2) Type B Grievance: Disciplinary actions involving a suspension of four (4) days or more, a request for review of which must either be filed with the GRB, dropped, or moved to Step Four.

(3) Type C Grievance: All non-disciplinary matters, such as those involving contract interpretations, requests for review of which may either be filed with the GRB, dropped, or moved to Step Four.

(b) Composition.

The GRB shall consist of three (3) bargaining unit members and four (4) alternates selected by the FOP Labor Council and three (3) sworn members of the Police Department and four (4) alternates of ranks outside the bargaining unit selected by the Chief. Such members shall be appointed effective January 1 of each year to serve for one year. Officers serving while off duty shall be compensated at the overtime rate of pay. The Presiding Officer of the GRB, a seventh, and non-voting member professionally experienced in Administrative Law and Procedures shall be appointed by the City Manager after consultation with the Chief and the President of the FOP. Any costs for the services of the Presiding Officer shall be borne by the City. In order to avoid a conflict of interest, no serving member of the GRB may be personally involved in a specific grievance under consideration.

(c) Procedures.

The GRB shall meet promptly upon call but in any event no more than sixty (60) days after the date of referral, unless extended by mutual agreement of the Chief and the FOP. All hearings before the GRB shall be informal in nature, with the technical rules of evidence not applying. Each party to a grievance shall be given a full opportunity to present its case and witnesses may be examined by both parties. Any member of the GRB may ask questions of either the parties or the witnesses and request supporting documentation on any issue. Attorneys at law shall be prohibited from appearing at GRB hearings except as witnesses.

The Presiding Officer shall conduct the hearing and rule on all motions and procedural issues presented. The deliberations of the GRB shall be confidential. The Presiding Officer shall be responsible for preparing any resultant order, which shall be signed and dated by each member. All orders of the GRB shall be provided to the parties within fourteen (14) calendar days of the close of the hearing, unless an extension is mutually agreed to by the parties.

(d) Type A Grievances.

A majority decision of the GRB on Type A grievances shall be final and binding on the parties. The decision of the GRB shall either substantiate or overturn the allegation of misconduct and establish the level of discipline to be imposed. Any deadlock by the GRB on the underlying allegation of misconduct shall result in automatic movement of

the grievance to Step Four (4) of the Grievance Procedure for review by the Chief of Police.

If the GRB substantiates the allegation of misconduct but cannot agree on the level of discipline to be imposed, the FOP may choose to take the level-of-discipline issue to Step Four (4) and thereafter to Step Five (5) of the Grievance Procedure. In the event the level-of-discipline issue in a Type A grievance is moved to arbitration under Step Five (5), the arbitrator shall be bound by the GRB's finding of misconduct and shall have authority to rule only on the level of discipline to be imposed.

(e) Type B and C Grievances.

In the event a Type B or C grievance is not resolved to the satisfaction of the aggrieved employee or the FOP after Step Two of the Grievance Procedure, the FOP may, within fourteen (14) calendar days after receipt of a Step Two response, choose to submit it to the GRB. The FOP may also choose to skip that Step Three GRB option altogether and move the grievance to Step Four.

If the FOP does not act within the fourteen-day period provided after a Step Two response to take a Type B or C grievance to either Step Three (GRB) or Step Four (Chief of Police) of the Grievance Procedure, it shall result in the grievance being resolved in the manner recommended by the Step Two reviewing authority, provided, however, the parties may agree to an extension of this time limit. Should a Type B or C grievance be submitted to the GRB, either the Chief or the FOP may appeal the

GRB's determination to Step Five of the Grievance Procedure.

4. Step Four: Review by the Chief of Police.

In the event the FOP chooses not to submit a Type B or C police officer grievance to the GRB as provided under 3(e) above but still desires to pursue the matter, the FOP shall, within fourteen (14) calendar days of receipt of a Step Two response, submit the unresolved written grievance to the Chief of Police. Any deadlock by the GRB on either a Type A or B disciplinary issue shall also be submitted to the Chief of Police by the FOP, but within seven (7) calendar days of the final decision of that Board.

The Chief shall review all grievances so referred and provide a written response to the FOP within fourteen (14) calendar days of their receipt. The FOP shall have up to seven (7) calendar days following receipt of that decision to either accept the answer by taking no further action or referring the matter to the next step (Step Five) of the Grievance Procedure.

5. Step Five: Arbitration.

A. In the event the FOP does not believe that the determination of the Chief of Police resolves the grievance, the FOP may, within seven (7) calendar days, file notice of the intent to arbitrate with the Human Resources Department; provided, however, that if the matter being grieved is a police officer disciplinary action of a suspension of sixteen (16) days or more, the FOP may in the alternative choose to file the grievance appeal with the Civil Service Commission for final resolution.

B. Arbitration Conditions and Restrictions.

If binding arbitration is opted for by the Union, FOP Lodge #3 shall pay for one-

half (1/2) of the arbitration fees and one-half (1/2) shall be paid by the City. The parties will attempt to stipulate to the issues prior to the arbitration. If stipulation on the issues is unattainable, each party shall prepare an issue statement.

All issues must be submitted in writing to the arbitrator, who shall rule only on the issues as stipulated or determined by the arbitrator based on the issue papers submitted by the parties. The arbitrator shall consider all factors relevant to a dispute, including attempted resolution of problems at preceding steps of the grievance process and whether or not a grievance is being addressed in good faith by either party, and shall render a written decision within thirty (30) calendar days following completion of hearings, unless an extension is granted by the parties.

Arbitrations hereunder shall be conducted in accordance with the Ethical and Procedural Standards recommended by the American Arbitration Association. The arbitrator shall not add to, nullify, modify, ignore, amend, or delete any City Ordinance, Commission directive, departmental rule or regulation, or other law or policy applicable to the dispute being arbitrated.

Either party desiring a transcript of arbitration hearings shall be responsible for transcription costs. The finding of the arbitrator shall be final and binding. Only issues arising following adoption of this policy shall be eligible for arbitration. The arbitrator shall decide:

1. Arbitrability of the issue(s);

2. The issue(s); and

3. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 16
DISCIPLINARY ACTIONS

Section 1. Progressive Steps.

The City reserves the right to, with just cause, discharge, suspend, or otherwise discipline employees for violations of City and/or departmental rules and regulations. For infractions of a similar nature which are not serious enough to constitute just cause for immediate suspension or discharge, the disciplinary process involves the following four progressive steps:

First offense ----------Counseling/Caution;

Second offense --------- Written Warning;

Third offense ---------- Suspension;

Fourth offense ---------- Termination.

Second and subsequent steps of discipline for offenses of a similar nature may not be taken by Management unless the employee has been served with the earlier disciplinary action and appropriate steps have been taken to place a copy of the prior disciplinary action in the official personnel file in the Human Resources Department.

Section 2. Procedure.

The progressive disciplinary system listed above is intended to serve as a warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in progressive discipline.

A. Disciplinary Record Retention.

(1) Disciplinary actions, occurring after January 1, 2022, which result in a suspension of three (3) days or less shall be removed from an employee's personnel file on completion of two years (beginning with the date of the

underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

(2) Disciplinary actions, occurring after January 1, 2022, which result in a suspension of four (4) days or more will remain in the employee's personnel file but may not be considered for the purposes of promotion or job selection after twenty-four (24) months (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

(3) Any disciplinary action that results in a suspension of fifteen (15) days or more, may be considered for the purposes of promotion or job selection for the duration of employment.

(4) Disciplinary actions for being late to any duty assignment shall be removed from an employee's personnel file upon completion of six months of continuous service without similar violations.

B. The Employee Feedback form will be utilized for first offenses involving punctuality within a six-month period. The form will be kept in the bureau file only for a period of six (6) months. If there is a like or similar offense committed within six months from the date of the issuance of the Employee Feedback form the progressive disciplinary process shall be followed.

C. The Chief shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City. The Chief may place an individual on administrative leave with pay pending the resolution of an appeal filed under the provisions of Article 15 of this agreement.

D. Failure to appear in court shall not be considered a like or similar offense with any other offense.

E. An employee who has received a disciplinary action of a suspension may make a written request to the Chief of Police to substitute accrued vacation leave and/or compensatory time for all or any portion of the suspension ordered on an hour for hour basis. The Chief or Police shall have the sole discretion to either grant or deny the request including the number of such hours which may be substituted. The employee who makes a request for substitution shall be deemed to have given up his/her right to grieve the decision to grant or deny the request and the decision of the number of hours to be granted.

ARTICLE 17
PROCEDURAL BILL OF RIGHTS

Section 1. Notice of Investigation.

Bargaining unit members shall be informed of the nature of the investigation/inquiry prior to any questioning and shall be informed, to the extent known at the time, whether the investigation/inquiry is focused on the member for a potential charge. The person conducting the questioning shall have all written reports prepared by the member concerning the matter being investigated available for review at the time of the questioning. In the event the member desires to produce and/or review other written materials or notes, the member shall be given an opportunity to secure them and report back immediately.

Section 2. Union Representation.

A bargaining unit member who is to be questioned in an investigation/inquiry regarding rules and regulations or policy and procedures violations who has reason to believe that discipline may result from the questioning shall, on request of the member, have the right to have a FOP representative present during the questioning.

Section 3. Time of Questioning.

Any interrogation, questioning, or interviewing of a bargaining unit member will be conducted at hours reasonably related to the member's shift, preferably during working hours, except in the case of extreme, exigent circumstances. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attendance to physical necessities.

Section 4. Refusal to Answer.

Before a bargaining unit member may be charged with insubordination or like

offense for refusing to answer questions or participate in an investigation/inquiry, the member shall be advised that such conduct, if continued, may be made the basis for a charge, except no member shall be charged with insubordination where such refusal is premised on the exercise of rights and advice afforded the member in Section 2 hereof.

Section 5. Recording of Interviews.

When a bargaining unit member is being interviewed or suspected of a violation and is being interrogated in an investigation/inquiry such interview or interrogation may be recorded by either the Department or the member. However, the recording party must advise the other that the interview or interrogation is being recorded.

Section 6. Access to Records.

A bargaining unit member (and an attorney when one is involved) who is charged with violating Official Rules and Regulations shall be provided access to transcripts, records, written statements, and recordings. Such access shall be provided reasonably in advance of any hearing. This section does not pertain to Professional Standards Unit files unless a grievance proceeds to Step 3 (GRB) or Step 5 (Arbitration), then PSU files shall be made available to the bargaining unit member.

Section 7. Verification of Transcripts.

At the request of either party, interviews, or portions thereof, conducted with a bargaining unit member during the course of an investigation/inquiry will be recorded, either audio or video. Recordings may be made by either party. The bargaining unit member and the member's attorney will be afforded the opportunity, upon written request directly to the Police Chiefor a designate, to listen to and make personal notes or verify the accuracy of a transcript regarding a recording made of the interview

subsequent to that interview. If a transcript of the recording is made by either party, the other party will be provided a copy, at cost, of such transcript upon written request directly to the Police Chief or a designate, or to the bargaining unit member. Members who are suspects in an investigation/inquiry shall be informed in writing of the outcome of all investigations/inquiries.

Section 8. Searches of Lockers.

Topeka Police Officers shall not have their lockers or other space for storage that is assigned to the officer searched, except with the officer's permission and in his/her presence. A search may be conducted at the discretion of the Police Chief or in the absence of the Chief, by the Deputy Chief, provided however the officer or a FOP Labor Council member must be present as a witness. This Section shall not apply to electronic mediums.

Section 9. Protected Privileges.

No bargaining unit member shall be subject to disciplinary action, denied promotion, or be threatened with any such treatment as a result of exercising privileges granted in the Procedural Bill of Rights or as a result of utilizing the grievance procedure.

This shall not preclude a supervisor of the Topeka Police Department from ordering a bargaining unit member to cooperate with other agencies involved in a criminal investigation. If said individual fails to comply with such an order, the supervisor may officially charge the employee with insubordination.

Section 10. Personnel File Entries.

Bargaining unit members shall not have any comment adverse to their interests

entered in their personnel files or any other file (except for PSU files) used for any personnel purposes by the Employer. Disciplinary actions and evaluations shall not be considered as adverse comments within the meaning of this Section. Any disciplinary documents amended in the course of administrative review or grievance procedures shall result in the re-issue of the disciplinary document so that the final disciplinary document is the only document in the Personnel File pertaining to that action.

Section 11. Non-Compelled Testimony.

A Topeka Police Officer shall not be compelled to submit to a polygraph examination in conjunction with an investigation/inquiry of the officer, nor shall an officer be compelled to testify against him or herself in a criminal case. Refusal to testify against oneself under this provision shall not be grounds for disciplinary action. A polygraph exam given for administrative actions or in criminal cases may be given by outside agencies.

Section 12. Political Campaigning.

Bargaining unit members choosing to seek election to the office of Mayor, Attorney General, Sheriff, Judge, District Attorney, or City Council member shall request vacation leave or a formal leave of absence from their positions with the Topeka Police Department. The leave shall be for the period of time consistent with the campaign and if elected the member shall resign his/her position with the City. While on duty, bargaining unit members shall refrain from active political campaigning of any type including wearing political buttons, distributing campaign material, or similar activities.

Nothing herein shall be construed as preventing or prohibiting bargaining unit members from exercising their rights as citizens to express publicly or privately their

opinions or to cast their votes.

Section 13. Presence of Witnesses.

Bargaining unit members may request that a witness be present whenever they are issued a written notice of corrective or disciplinary action which is intended to be a part of their official personnel record. Employees will be reminded of their right to have a witness by the supervisor issuing the disciplinary action.

All disciplinary actions shall be administered as promptly as possible. The selection of a witness will be at the discretion of the individual receiving the disciplinary action, but shall be limited to the most readily available steward, member of the FOP Executive Board, or another bargaining unit employee. A witness shall not participate in the administration of a disciplinary action and will be in pay status only if the witness is on duty and within his/her normal work hours.

Section 14. Drug-Free Environment.

FOP Lodge #3 agrees that it is every employee's right to work in a drug free environment. In order to protect each bargaining unit member's rights, a Drug and Alcohol Policy is attached as Appendix A and is a provision of this contract.

Section 15. Garrity and Other Advisements.

Any officer who is requested to give a statement in any administrative investigation must be advised of his/her rights under this Memorandum and under the Supreme Court decision in Garrity v. New Jersey, 385 U.S. 493 (1967). No officer may be compelled to give a statement in an administrative investigation until he/she has been advised (1) that the statement may not be used against him/her in any manner in a criminal proceeding, and (2) that failure to answer questions related to his/her

employment may result in discipline.

Until an employee has been apprised of his/her rights under this Section he/she shall be under no obligation to answer questions in an administrative proceeding and may not be disciplined for refusal to answer questions under those circumstances.

Section 16. Officer Privacy.

(a) When an employee is under criminal or administrative investigation, the City shall not release any information which may disclose the identity of the employee, or release any identifying information of the employee, regardless of whether such information is personal or work related, except for compliance with a court order or state law. Allowing a video to be viewed and/or a recording listened to in accordance with state law requirements does not constitute a "release" of information.

(b) Upon completion of all pending criminal or administrative investigations relating to conduct appearing in body and/or vehicle camera video footage, such video footage may be released to the public no sooner than thirty (30) days following the incident at the discretion of the City Manager after communication with the officer(s) whose actions appear in the video; except the video may be released to the public sooner with mutual agreement by the City Manager and the officer(s) whose actions appear in the video or in compliance with a court order.

ARTICLE 18
PROMOTION /JOB SELECTION

Section 1. Posted Job Openings and Job Requirements.

A. Promotions to the ranks of Corporal, Detective, or Sergeant shall be filled under the provisions of Section 3 of this Article. All other officer job openings will be filled through the procedure listed below.

B. The following positions at all ranks are designated for selection by the Chief at his or her sole discretion: Assistant Director of Training, Training Academy Officer, Armor/Range Master, ATV assignments, Professional Standards, Field Training Officers, Field Training Supervisors, Field Training Detectives, Narcotics Unit Officers, and anyone who works directly out of the Chief's office. Job openings in other specialty unit and specialty assignments, as defined in Appendix B, and Sergeants' positions in specialized units and CIB shall be posted in each Bureau of the Department at least seven (7) working days prior to convening the Management Council as provided for in Paragraph H of this Section. All officers who may be interested in a specialty position other than one designated for selection by the Chief must apply for Management Council consideration within the required seven (7) day posting period stated above.

C. A job opening for a position other than a specialty unit position designated for selection by the Chief shall be posted for a period of seven (7) working days within the Bureau in which such opening exists and shall contain the requirements and duties for the position. The job opening shall not be filled until the seven (7) day period has expired. In the event that an applicant within the Bureau does not fill such opening, or an additional opening exists from a position

vacated, the opening will be posted for a period of seven (7) working days outside the Bureau for applicants to apply.

D. A single applicant for any posted job opening other than one designated for selection by the Chief shall be awarded the position without utilizing the Management Council; provided, however, that the Chief may reject a single applicant for just cause.

E. Officers who have been removed from a specialty position for cause will not be eligible to apply for any opening in that unit for a period of one year from the date of their removal; provided, however, that any officer who has been removed from a position governed by Management Council consideration shall be eligible to reapply pending the resolution of a grievance relative to the cause for the officer's removal.

F. Names of individuals selected to fill each job vacancy or opening shall be posted no later than five (5) working days after the vacancy is filled.

G. If the job opening or vacancy is not listed in Appendix B, then the job opening or vacancy will be filled by seniority bid.

H. When a job opening (except for a position designated for selection by the Chief), exists the Chief shall appoint a Management Council consisting of three administrators and the supervisor of the specialty unit or specialty assignment to review the qualifications of all applicants. The FOP Labor Chair, or his/her designee, shall appoint one Labor Council member as an observer of the proceedings and calculation of the scoring. The Management Council shall rate all applicants following the scoring criteria in Appendix C. Within seven (7) days, a scoring sheet summary of all applicants will be prepared and provided to all

applicants. Applicants who are not selected for the position will be given a feedback form identifying areas for improvement in preparation for future Management Councils.

I. The list compiled by the Management Council shall be provided to the Chief and the Chief shall fill job vacancies from the top four candidates on the list. The Chief shall notify all officers passed over for a job opening.

J. An officer who is passed over to fill a job opening (except one designated for selection by the Chief) may file a grievance as provided in Article 15 of this agreement; provided, however, that such grievance may not challenge Management Council rankings of the qualifications listed in Appendix C except to the extent of correcting errors in data utilized in arriving at the rankings.

K. An officer may request a transfer out of a specialty unit or Management Council position at any time however, that officer may be placed in any position at the discretion of the appropriate Bureau Commander for the duration of that shift bid period. Such request for transfer may be denied or delayed for just cause if there is no opening available.

L. Any officer who desires a transfer out of a specialty unit or Management Council position in time to be eligible for the next shift bidding process must notify the appropriate Bureau Commander, in writing, thirty (30) days prior to the posting of the shift bidding process. The transfer will occur simultaneously with the effective date of the Shift Bid. Such transfer may be denied or delayed for just cause.

Section 2. Professional Conferences.

The City and FOP Lodge #3 agree that it is in the best interests of both that as

many employees as possible participate in professional, educational, and training courses whenever the same are available.

Management shall notify employees by electronic mail known schedules of courses that are offered for professional advancement to officers. The following criteria will be considered by the Employer when choosing those who will be selected for attendance:

A. Educational qualifications as may be required for admittance to the course.

B. Special technical training as may be required for admittance to the course.

C. The applicability of such courses to a present assignment.

D. Any established prerequisites or criteria that are mandated by the school or funding agency.

E. Seniority of the employees requesting permission to attend a course. However, an individual may attend only two (2) conferences or courses outside the metropolitan area per calendar year, except upon special application to the Chief of Police an employee may be allowed to attend more than two (2) conferences or courses outside the metropolitan area per year. When all criteria are equal, seniority will be used for the selection of bargaining unit members who will attend.

F. At the discretion of the Chief and based on manpower needs, employees may be granted special duty days to attend approved professional, educational, and training courses at their own expense. These special duty days shall not be counted as days or hours worked for the purpose of

the computation of overtime. Employees utilizing this provision shall be responsible for all tuition and other expenses associated with the program and/or travel, lodging, and food required. Employees will not be allowed to receive reimbursement for expenses.

G. Recognizing the budgetary limitations of the Department the decision to send bargaining unit members to conferences or seminars shall be upon the approval of the Police Chief and contingent upon monies being available either within the budget or through monetary grants.

Section 3. Police Promotions.

A. Police Promotion Board. The Police Promotion Board shall consist of six (6) members. The Chief of Police shall appoint three (3) sworn members from the Topeka Police Department and two (2) members from municipal, county, or state law enforcement agencies with an authorized workforce of twenty-five (25) or more sworn officers. Those persons from outside agencies shall not be normally assigned to work in Shawnee County. One member shall be appointed by the Human Resources Director of the City of Topeka. The representative of the Human Resources Department shall be a non-voting administrative officer for the Board. Each member shall serve until a successor is appointed. A quorum shall consist of a majority of the members of the Board.

B. Police Promotion Procedure.

1. Generally. Promotions to the ranks of Corporal, Sergeant and Detective shall be filled only after being tested, interviewed, and

examined by the Promotion Board. The Board shall make recommendations to the Chief of Police who shall make promotions from the recommendations. Departmental Regulations shall supplement this provision and shall be subject to Civil Service Commission approval.

2. Eligibility of officers for promotion. Officers shall have at least five (5) years of continuous service with the Department in order to take the examination for promotion to the ranks of Corporal or Detective and have at least eight (8) years of continuous service with the Department in order to take the examination for promotion to the rank of Sergeant.

3. Examinations.

(a) Notice of the date, time, and location of written examinations to be conducted by a representative of the Human Resources Director shall be posted for a minimum of ninety (90) days prior to the examination date in the locking bulletin board in the lounge. A list of study materials from which the examinations are created shall be prepared and posted by the Training Unit and shall be made available to all applicants during the first full pay period of every calendar year. This list shall be posted on the bulletin board outside the Chief's Office and copies can be obtained from the Training Unit for a minimum of six (6) months prior to the examination date.

(b) Written examinations shall be conducted annually unless otherwise agreed upon by the Chief and the FOP. It shall be the responsibility of each officer to test annually if he/she wishes to be considered for promotion from the new list. Promotional examinations to the rank of Detective will occur in the month of July and Sergeant/Corporal during the month of October. Corporals and Sergeants will be tested on the same date using the same test but separate promotion lists will be maintained for each rank. Those eligible may select to be included on both lists or on only the one of their preference. The Corporal/Sergeant examination(s) and Detective examinations shall not be scheduled within ninety (90) days of each other. The Chief shall designate the dates for promotion to each rank.

(c) Applicants must achieve a score of at least 80% on the written test to advance to the next phase for promotion.

(d) Components of score. Scoring shall be compiled as follows:

Written examination 0 to 50 pts.

Oral interview 0 to 28 pts.

Education (4 yr. degree) 0 to 5pts (.04167 pts per credit hour)

Education & military service may be used independently or may be combined with a total not to exceed 5 pts.

Active military service ½ point per year of service maximum of 2 pts.

Seniority 0 to 17 pts. -- ¾ pt. fractional year procedure:

(1) Calculate the number of days between the candidate's day of entry and the posted date of the written examination;

(2) Deduct from (1) any suspensions within the past twenty-four (24) months (as limited by the provisions of Article 16, Section 2.A) or leave of absence time and divide the remainder by 365.25;

(3) Multiply the result of (2) by .75;

(4) The result from (3) represents the number of seniority points, with a maximum of seventeen points possible;

(5) Education credits shall be based on the college transcripts or diplomas on file in the employees' training files at the close of the business day seven days prior to the written test. Employees are responsible for ensuring their files are current up to that time.

(e) Eligibility for oral examination. Any candidate who scores 80% on the written examination shall advance to the Oral Examination. An officer's written exam score shall be combined with his/her seniority and education points in order to compile, in descending order, a listing of scores for all officers taking the

written examination. The listing shall be posted within three working days after the conclusion of the written examination process. Appeals of scoring may be filed with the office of the Chief no later than 5:00 p.m. on the day following the day of posting of the examination results.

(f) Scheduling/Results of oral examinations. The Promotion Board shall meet within two (2) weeks following the written examinations for the purpose of conducting oral interviews. Each candidate for promotion shall receive a final score at the conclusion of his/her oral interview. The promotion list shall be compiled by the Promotion Board at the conclusion of the oral interview process; however, such list shall not include any candidate who has not completed all phases of the consideration process, including the oral interview. The list shall be provided to the Chief of Police and the Chief shall make subsequent promotions from the top four candidates on the promotion list.

4. Promotion List. Effective dates of the lists. Lists for each rank shall remain effective until the completion of the interview process in the following year.

5. Posting of promotions. No posting of promotions shall be made until the Chief has notified those officers who may have been passed over for promotion. All officers who are passed over for promotion shall be notified in writing and within three (3) working

days of the Chief's decision regarding promotions. Officers shall be given three (3) working days from receipt of the written notification of a promotion to accept or reject the offer, with a failure to respond within the three (3) day period being considered a refusal of the offer. A refusal of an offer of a promotion shall not cause an officer to be removed from his/her position on the promotion list.

6. Appeals. Officers passed over for promotion may appeal the Chief's decision either by utilizing the grievance procedure within this agreement or by filing a written appeal with the Civil Service Commission, but in no case may officers file an appeal under both forums. All appeals shall be filed within seven (7) calendar days of receiving notice of being passed over for promotion.

(a) Appeals filed under the grievance procedure of this agreement shall be resolved within the time limitations specified therein.

(b) On receipt of an appeal from an officer passed over for promotion, the Civil Service Commission shall meet within the timeframe established by Commission policies to consider the appeal. The officer may choose to move his/her appeal to the grievance procedure in the event the Civil Service Commission does not meet within a thirty-day period. The Commission shall normally give at least three (3) days' notice of the time and place of the hearing on the appeal to the officer and the Employer. Findings

of the Commission shall be filed with the Department head and the officer within seven (7) calendar days of the close of the appeal hearing or as otherwise provided by Commission policies.

(c) Promotion probation. All officers receiving a promotion shall serve a probationary period of 2,080 working hours, excluding overtime, sick leave in excess of 12 days, and light duty assignments where the essential duties of the position are not being performed by the employee. If during the probationary period the conduct or performance of the probationer is not satisfactory, the Chief shall notify the probationer and the Human Resources Director in writing that the officer will not receive permanent appointment. In the absence of such notice, the officer shall, on completion of the 2,080 working hour period, receive permanent appointment. An officer who fails to successfully complete the promotional probation may resume his/her former position and pay rate at the current rate of the former position.

(d) Salary adjustment on promotion. All salary increases given for promotions shall be given in accordance with the provisions of this Agreement.

Section 4. Officer/Detective Cross-Training Program.

The goal of the cross-training program is to give uniformed officers an opportunity to gain performance-enhancing knowledge by working with members of CIB, including narcotics, and the CSI unit. Detectives also benefit through the

opportunity to train uniformed officers on the evidence and procedure necessary for successful prosecution of criminal cases. Additional goals are more open communications between the Field Operations Bureau and CIB and a better understanding of the workings of each Bureau.

A. The Chief of Police or his/her designee shall have sole discretion to select the officers and detectives who shall participate in the cross training program.

B. The duration of assignment to the cross-training program shall be six (6) months. The Chief or his/her designee may remove any participant in the program for just cause. Officers and detectives selected for participation in the program who do not wish to complete the assignment may terminate their participation by notifying the Chief of Police or his/her designee. Upon notification that an officer's or detective's participation has been terminated for just cause or voluntarily at the officer's or detective's request, the Chief of Police or his/her designee shall select the next person on an established eligibility list to begin the program.

C. The Shift bidding provision in Article 5, Section 5 does not apply to this cross-training program and any right to assert a claim or grievance under that provision relating to this cross-training program is waived.

D. Pay for Duty in Higher Rank provision (Article 13, Section 5) does not apply to the cross-training program and any right to assert a claim or grievance under that provision relating to this cross-training program is waived. Any permanent pay provision shall remain in effect and be

applicable to this training program.

E. Officers participating in this cross-training program will be eligible for a clothing allowance not to exceed one hundred fifty ($150) dollars per year.

F. The cross-training program participants will not be used in lieu of filling any vacancies that arise in CIB. Any new or vacant detective positions shall be filled by operation of promotion rules currently in effect.

Section 5. Duration of Chief-Selected Assignments.

Employees selected by the Chief pursuant to Article 18, § 1B for service in Training positions or Professional Standards Unit shall remain in those assignments only at the pleasure of the Chief. Officers serving as Narcotic Officers may only be removed for just cause.

ARTICLE 19
UNIFORMS/CLOTHING PROVISIONS

Section 1. Uniforms.

A. Officers of the Department may, at their discretion, wear either the "summer" or the "winter" uniform. When wearing the winter uniform officers shall be required to wear, and shall have the option of wearing, a black turtleneck sweater or necktie with the winter uniform shirt. The necktie or turtleneck sweater shall be supplied by the Department.

B. Officers assigned duties requiring the riding of a bicycle will be allowed to wear the navy blue uniform shorts with their issued uniform shirts on any scheduled shift when the temperature exceeds sixty (60) degrees Fahrenheit and with the approval of the Bureau Commander, or designee. The style of shorts shall be selected by the uniform committee with the approval of the Chief.

C. Officers assigned to the K-9 Unit shall have the option of wearing the issued uniform or the issued field uniform.

D. Bargaining Unit members, with the exception of Crime Scene Investigation personnel, assigned to the Criminal Investigation Bureau may wear casual business attire except when appearing in court or any other venue where professional business attire is expected. Issued uniform clothing will not be worn as a part of casual business attire unless authorized by Department regulation. Business suit or business casual dress including a sports coat when applicable shall be conservative in nature and shall comply with the following standards:

-Business suit shall consist of a 2 or 3 piece suit with tie for men to include a button down long sleeve collared shirt, dress belt, and dress shoes.

- Slacks or pants suitable to wear with a sport coat. No cargo style pants shall be allowed.

- Button-up collared dress shirt or polo shirt tucked in at the waist (authorized TPD and FOP logos are acceptable).

- Professional blouse or modest top.

- Conservative sports coat, suit jacket, or blazer.

- Sweater worn over a collared shirt

- Leather dress shoes or boots (black, brown, or cordovan), lace up or loafer, with appropriate dress socks (men).

- Leather dress shoes or boots (black, brown, or cordovan), closed-toe flat or pump with a conservative heel, worn with appropriate hosiery (women).

- Leather belt (black, brown, or cordovan).

- Professional coat or overcoat – solid color.

Business casual attire shall not be faded, torn, scuffed, frayed, wrinkled, or otherwise unkempt. The Bureau Commander or designee may relax the attire for special circumstances.

Section 2. Motorcycle Jackets.

Motorcycle Officers shall be allowed to wear a "motorman" style black leather jacket from Harley Davidson or the reflective winter jacket as a part of their winter uniform. The City shall supply either the leather jacket or reflective jacket to the officers of the Motorcycle Unit.

Section 3. Headgear.

Uniformed officers will wear hats as a part of the uniform except:

A. The hat need not be worn in the car.

B. The hat need not be worn when inside a building or residence.

C. If the wearing of the hat becomes detrimental to the safety of the officer in terms of expediency or identification, the officer has the prerogative to exercise discretion in the matter.

D. The wearing of the hat when outside of the vehicle for a short time will be at the discretion of the officer. Any time the officer is outside of the vehicle, where the identification of the officer to the public is a high priority the hat will be worn. "Hat" shall be defined as one of the Department issues.

E. Any officer allowed to wear a utility-type uniform will be provided a uniform ball cap with the Topeka Police Department insignia on the front of the cap, to be worn only with the utility uniform.

F. During cold weather, Officers may wear a black acrylic or wool knit scarf/muffler.

G. During below freezing temperature weather periods, Officers assigned to the motorcycle unit may wear a black knit balaclava during the period of time such Officers are riding their motorcycles.

Section 4. Haircuts.

All bargaining unit members will have hair neatly groomed. Male employees may wear their hair in the contemporary style of the day. Female employees may

choose to wear their hair down and loose; however, the length of the hair shall not cover any portion of the badge or nametag. Female employees with long hair may wear their hair down; however, it will be secured in the back in a ponytail or like fashion. Female employees may wear their hair up in a bun or French braid. Employees in assignments which do not require the wearing of a uniform may wear their hair down and loose regardless of length as long as a well-groomed appearance is maintained. Special Assignments: Hair requirements may be waived at the discretion of the Bureau Commander when it would be to the benefit of the officer's assignment to do so.

Section 5. Approved Boots and Shoes.

Approved boots shall be of the following types:

1. Black Wellington;
2. Rocky style; and,
3. Motorcycle type for officers assigned to the Motorcycle Unit.

Approved shoes shall be of the following types:

1. Solid black leather; or
2. Solid black athletic style shoe.

ARTICLE 20
TAKE HOME CAR ASSIGNMENTS

Section 1. Priority.

The Police Chief will determine units or positions to be assigned take-home cars.

Section 2. Restrictions.

Take-home cars will be restricted to the boundaries of Shawnee County; provided, however, that the Chief may make exceptions to this provision for special needs in special programs. Officers assigned a take home car shall maintain a take home car agreement and abide by its contents.

Section 3. Issuance of Cars.

Cars will be issued based on need and balanced with the public service necessity to respond to calls in a timely manner. Eligible officers may decline a take-home car.

ARTICLE 21
MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to Management if the public service mission of the City is to function effectively and efficiently. Unless specifically modified by any provision of this Agreement, Management reserves the right to:

A. Direct the work of the employees;

B. Hire, promote, demote, transfer, assign, retain, and recall employees in positions within the public agency;

C. Maintain the effectiveness, productivity, and efficiency of governmental operations;

D. Discipline, suspend, demote, and/or discharge employees for just cause;

E. Take actions as may be necessary to carry out the mission of the agency in emergencies as declared by the Topeka City Manager.

F. Determine the methods, schedules, means, and personnel by which operations are to be carried on, including the right to contract and subcontract work; and

G. Retain all other rights typically vested in Management which may not be specifically stated.

ARTICLE 22
SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement. This Agreement is subject to all Federal, State, and Local laws, provided that should any change be made in any of these laws which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall be automatically terminated. If replacement provisions are deemed to be necessary by FOP Lodge #3 or Management, they shall be discussed at a mutually agreeable time.

If during this Agreement an ordinance is adopted which contains a provision in conflict with any provision of this contract, the contractual provision shall control for the duration of this Agreement.

ARTICLE 23

HEALTH SAVINGS RETIREMENT ACCOUNT

The parties agree during the term of this contract that it may be in the best interest of the Union and the City of Topeka to negotiate and ratify a Health Savings Retirement Account. Therefore, the parties agree upon thirty (30) calendar days written notice to the other party to commence the meet and confer process to discuss changes in terms and conditions in employment related to such a Health Savings Retirement Account.

The parties agree to reopen this Agreement for the purposes of negotiation of a Health Savings Retirement Account for bargaining unit members.

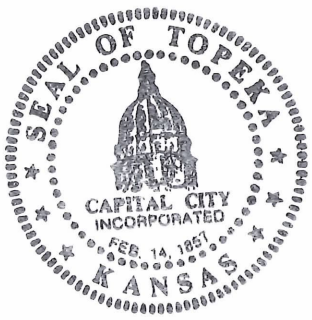
ARTICLE 24
TERMINATION AND AMENDMENTS

This Agreement shall be effective from January 1, 2022, and shall remain in full force through December 31, 2024, and all provisions of this Agreement shall continue in full force and effect during the negotiations for any successor Agreement.

ACKNOWLEDGEMENT

DATED AND ACKNOWLEDGED THIS_____ DAY OF _____, 2021, IN THE CITY OF TOPEKA, KANSAS, BY:

CITY OF TOPEKA, KANSAS



_____
Brent Trout, City Manager

ATTEST:

_____
Brenda Younger, City Clerk

FOP LODGE #3

_____
Charles Wilson, FOP Lodge #3 President

055

_____
Matt Blassingame, FOP Lodge #3 Chief Steward

ACKNOWLEDGEMENT

DATED AND ACKNOWLEDGED THIS 28th DAY OF September, 2021, IN THE CITY OF TOPEKA, KANSAS, BY:

CITY OF TOPEKA, KANSAS

Brent Trout

Brent Trout, City Manager

ATTEST:

Brenda Younger

Brenda Younger, City Clerk

FOP LODGE #3

Charles Wilson 033

Charles Wilson, FOP Lodge #3 President

Matt Blassingame, FOP Lodge #3 Chief Steward

APPROVED AS TO FORM AND LEGALITY

DATE 9/28/2021 BY

APPENDIX A
DRUG AND ALCOHOL POLICY

Section 1. Definitions.

Aliquot - A portion of a specimen used for testing.

Chain-of-Custody - The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing, and reporting.

Collection Site - A place where officers present themselves to provide, under controlled conditions, a urine specimen which will be analyzed for the presence of drugs.

Confirmatory Test - An analytical procedure which is independent of the initial test to identify the presence of a specific drug or metabolite and which uses a different chemical principle from that of the initial test to ensure reliability and accuracy. Gas Chromatography\Mass Spectrometry (GC/MS) shall be the accepted standard for confirmation of cocaine, marijuana, opiates, amphetamines, and phencyclidine. A breath test shall be utilized to determine the presence of alcohol.

Confirmed Positive Result - The presence of an illicit substance in the pure form or its metabolites at or above the specified cutoff level identified pursuant to the procedures as specified within the definition of Confirmatory Test as described above.

Department - As used alone in the text of this Drug and Alcohol Policy, the City of Topeka Police Department.

Director - The Director of the Department of Human Resources or the Director's designee. The designee may be an individual who acts on behalf of the Director to implement and administer these procedures.

Drug - Any illegal or controlled substance, including alcohol, as defined by the Kansas Statutes Annotated.

Drug Screen - A test to determine the presence of drugs or alcohol.

Initial Test - A screen to eliminate negative urine specimens from further consideration or other preliminary test to detect the presence of drugs and/or alcohol.

Medical Review Officer - A licensed physician who reviews and interprets positive results of confirmatory tests and evaluates those results together with medical history or any other relevant biomedical information to confirm positive results. This person has knowledge of substance abuse and appropriate medical or forensic training.

Negative Result - The absence of drugs in the pure form, or metabolites in sufficient quantities to be identified by either an initial screen or confirmatory test or as determined by the Medical Review Officer, will be considered a negative test.

Officer – For the purposes of this Drug and Alcohol Policy only, a certified law enforcement officer employed by the Topeka Police Department.

Section 2. Policy Statement.

1. The City of Topeka has a commitment to a drug-free work place.
2. This policy applies to drug screening, education, and rehabilitation for sworn City of Topeka Police Officers who may be suspected of substance abuse, or who are selected for testing pursuant to the random screening program set forth herein.
3. Drug screens may screen for alcohol and any substances listed in Schedule I or II of the Kansas Controlled Substances Act, K.S.A. 65-4101, *et seq.* Test levels (threshold limits) shall conform to the mandatory guidelines for federal workplace drug testing programs established by the Substance Abuse and Mental Health

Services Administration (SAMHSA) of the Department of Health and Human Services (HHS). As such, the list of analytes and test methodologies are subject to change. Current test levels are reflected within Exhibit A to the City's AAR 102. Specimens collected pursuant to this policy will be used only to test for those substances specified in these procedures and may not be used to conduct any other analysis or test unless otherwise authorized by law or the individual.

4. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT) utilizing an Evidential Breath Testing (EBT) device which meets the requirements established by the conforming products list published in the Federal Register. An initial EBT reading of less than .02 shall be considered a negative screen. An initial EBT reading of .02 to .0399 will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive. If the second test falls within the same range, the individual will be removed from his/her duty assignment and, where available, placed in a light duty assignment until the start of the next regularly scheduled duty period, but in any event for a time not less than 24 hours following administration of the test. All records of EBT test results falling within the .02 to .03999 range under this policy shall be destroyed and not utilized in any other testing or disciplinary action.

5. A reading of .04 or greater on the EBT will result in the necessity of a second test within the time-frame noted in paragraph 4 above. A second EBT test result of .04 or greater will result in the officer being placed on Administrative Leave and directed to the Employee Assistance Program (EAP) for referral to an appropriate drug assessment and education or treatment program approved by the EAP.

6. Collection sites, laboratories, and test methods used to conduct drug screens shall comply with accepted practices within the industry and with all certification requirements. Confirmation tests shall be performed by a Substance Abuse and Mental Health Service Administration (SAMHSA) certified lab. Alcohol testing will be conducted by a certified BAT affiliated with the third-party vendor hired by the City to conduct its drug screenings. The City will provide reasonable prior notice to the Union when changes are made to the vendor(s) selected to serve as collection sites and/or laboratories for the administration of this Drug and Alcohol Policy.

7. Individual drug screen records maintained by the Director pursuant to this policy shall be considered confidential by the City and its representatives, to the extent it is appropriate and feasible, to observe reasonable expectations of privacy on the part of the individual.

8. Officers shall be informed of the Department's drug screening policy prior to being subjected to any drug screens.

9. Supervisors, or those officers who have responsibility for administering the Department's drug screening program, shall receive training approved by the Director. For the purpose of this policy, "officers who have responsibility for administering the Department's drug screening program" means Department heads and their respective administrative and managerial staff who may have responsibility for advising or notifying officers, preparing and maintaining forms, or proposing disciplinary actions pursuant to the drug screening policy.

10. Officers may be screened under the following circumstances:

A. Reasonable Suspicion: Any officer may be subjected to a drug screen if the Bureau head has reasonable suspicion of drug use by the officer pursuant to the provisions of Appendix A, Section 4.

B. Random: Officers may be tested pursuant to the provisions of Subsection 25, Random Drug Testing.

C. Post Firearm Discharge: Any officer who discharges a firearm at another person in the capacity of a law enforcement officer may be tested.

D. Post Reportable Incident: Any officer involved in a vehicle accident that occurs in the course of their employment and results in personal injury or property damage in excess of $1000 may be tested.

11. An officer required to submit to a drug screen shall be advised of the:

A. methods of drug screening which may be used;

B. substances which may be identified;

C. consequences of either a refusal to submit to a drug screen or of a confirmed positive result;

D. reasonable efforts to maintain the confidentiality of results and any medical information which may be provided; and

E. when testing for non-alcohol substances, the right to request that the specimen be split in order for the officer to cause a separate screen to be made, with all costs associated therewith to be paid by the officer.

12. An officer shall be required to sign the drug screening consent forms. Refusal by the officer to sign the consent forms shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by

the officer to fulfill a condition of employment, resulting in the officer's immediate discharge from City employment.

13. An officer shall be informed of the drug screening specimen collection location and time and will be escorted by a supervisor. The officer shall be responsible for reporting to the collection site at the scheduled time.

    A. An officer who is requested to submit to a drug screen shall be given time off with pay for that purpose.

    B. An officer who is requested to submit to a drug screen shall be provided transportation to the testing site by the supervisor, who shall identify the officer for the testing facility.

    C. Failure by an officer to report to the collection site at the scheduled time shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the officer to fulfill a condition of employment, resulting in the officer's immediate removal from his/her duty assignment.

14. Drug screening results shall be reported in as timely a manner as reasonable and be revealed only to the officer and those persons authorized by the Director as having an established need for the information.

15. In the event of a confirmed positive screen for an officer who has not previously had such a result, referrals for an appropriate assessment and education or treatment program shall be made consistent with the second threshold-exceeding alcohol test situation described in Subsection 5 above and the following additional criteria:

A. An officer will be granted leave to participate in an appropriate and approved education or treatment program pursuant to this policy for a period not to exceed an aggregate of 60 working days. Upon recommendation of the program provider, leave may be approved beyond these limits solely at the discretion of the Director if the recommended program warrants such an extension.

B. Leave to participate in education or treatment programs, as outlined in paragraph A, shall be granted with pay -- to the extent the officer has accrued leave -- and without pay thereafter.

C. The officer shall be required to provide verification to the Director that the officer is participating in an appropriate and approved education and treatment program to receive approved leave.

D. The Department head shall review the job duties required of the officer to determine whether the officer poses a threat to safety or health at the work site while undergoing outpatient or after-care treatment. The Department head shall provide this determination to the Director, who may confer with the Chief regarding assignment of the officer to a different position for a period of six (6) months. Final approval of such an assignment shall be at the option of the City Manager.

E. Refusal by an officer to enter into an appropriate and approved drug assessment and education or treatment program may be grounds for termination. An officer may appeal his/her assignment to a specific program to the Director. The Director shall then determine the appropriate

program and the officer shall be required as a condition of continued employment to participate in the program determined to be appropriate by the Director.

16. On completion of the recommended education or treatment program, the officer shall be required to provide or release clinical verification to the Director that the officer has successfully completed the recommended education or treatment program.

A. For the purposes of this drug screening program, "successfully completing the recommended education or treatment program" means the officer achieved and maintained a drug-free state, which will normally be determined by a "negative" result from an authorized drug screen.

B. All officers who have entered a program as specified in this Section shall be required, as a condition of continued employment, to submit to a drug screen once each quarter for a period of eighteen (18) months commencing sixty days after the date of the initial positive test. The specific date each quarter on which the drug screen shall be made shall be at the discretion of the Director and shall not require advance notice to the officer.

17. An officer who receives a confirmed "positive" result shall be subject to dismissal as follows:

A. The officer shall be subject to dismissal if the officer is serving an initial employment probation at the time the Director is notified of a confirmed positive result.

B. The officer shall be subject to dismissal if the officer fails to successfully complete an appropriate and approved drug assessment and recommended education and treatment program.

C. The officer shall be subject to dismissal if the officer has previously had a confirmed "positive" result within the preceding five years.

18. This policy shall not preclude the Department head from proposing disciplinary action for other aggravating circumstances that occur in addition to a confirmed "positive" result and which are normally grounds for discipline.

19. Any officer who intentionally tampers with a sample provided for a drug screen, violates the chain-of-custody or identification procedures, or falsifies a test result shall be subject to dismissal.

20. If an officer has reason to believe that technical standards were not adhered to in deriving the officer's confirmed "positive" result, the result may be appealed in writing to the Director within 14 calendar days of receiving written notice of the result.

21. An officer shall be afforded due process in accordance with the grievance procedure within this labor agreement if a disciplinary action results from the drug screening process or the officer alleges other violations of this policy.

22. Only the Director has the discretion to authorize additional tests by the original or a different laboratory on the same or a new specimen if the Director determines that the technical standards established for test methods, or chain-of-custody procedures, were violated in deriving a confirmed "positive" result -- or has other appropriate cause to warrant additional tests. However, the officer may request,

and pay any costs associated with, an additional drug screen of the original specimen taken by the contracted drug screening facility.

23. The drug screen shall be completed if reasonable suspicion exists that an officer is abusing a drug even if it is determined that the officer is using prescription drugs or medications under the care of a licensed physician. However, in such a case the officer shall be referred to the Medical Review Officer for an evaluation of the officer's ability to perform usual job tasks or whether reasonable accommodations need to be made for the officer's condition which requires the medication.

24. The City recognizes that patterns of behavior that may indicate drug use may also be signs of mental or physical illness. If an officer has a drug screen that involves a physical or mental function and that screen is negative, the officer will be referred to Occupational Health for evaluation for any handicapping condition that may be contributing to the poor work performance.

25. Random Drug Testing.

A. Up to twenty percent (20%), i.e., five percent (5%) each quarter of a calendar year, of the authorized strength of the Topeka Police Department bargaining unit members will, at the discretion of the Police Chief be tested on a random basis annually under the Drug and Alcohol testing requirements.

B. Random selection shall be made through a computerized program provided by the Random Drug Testing Vendor (RDTV) selected by the City to perform its drug and alcohol testing.

(1) Within the last thirty (30) days of each quarter of the calendar year, the City of Topeka will make available to its RDTV the names and badge identification numbers of all officers covered by the random testing program for the particular quarter in which the testing is to occur.

(2) The list of officers to be tested for the quarter will be created through the RDTV's computerized random drug program.

(3) The list of officers to be tested for the quarter will be relayed to the City's Human Resources Department by the afternoon prior to the test date. Upon receipt of the list, the Human Resources Department shall notify the Chief of Police or his/her designee. They will then meet in order to reconcile the list of officers to be screened. An officer selected for random testing will be notified at the start of his/her next shift.

(4) Any randomly selected officer who has experienced a documented encounter with a drug environment within the forty-eight (48) hours prior to testing shall have that factor considered in the evaluation of any test results. The documented encounter shall be on a form provided by the Department and must be signed by the officer and attested to by the appropriate supervisor.

Section 3. Authority of Supervisors.

FIRST LINE SUPERVISORS shall have the authority and responsibility to document

occurrences which may be determined to constitute reasonable suspicion as provided in the following Section of this policy.

SECOND LEVEL SUPERVISORS shall have the authority and responsibility to document occurrences or assist the first level supervisor in documenting occurrences which may be determined to constitute reasonable suspicion.

BUREAU HEADS shall have the authority, acting in concert with Department heads, the City Attorney, and the Director, to determine that reasonable suspicion exists and to require that a drug screen be taken. In addition, the Bureau head shall have the authority to make a determination that an officer be removed from his/her position pending a drug screen if allowing the officer to continue with his/her duties might pose a threat to the safety or health of the officer, the workforce, or the public.

NOTE: ALL DETERMINATIONS REQUIRING A DRUG SCREEN AS A CONDITION OF CONTINUED EMPLOYMENT SHALL BE REVIEWED AND APPROVED BY THE CITY MANAGER PRIOR TO THE IMPLEMENTATION OF ANY REHABILITATION PROGRAM.

Section 4. Identifying and Documenting Reasonable Suspicion.

A. Situations Requiring Immediate Action.

Situations requiring immediate action (drug screen request) on the part of the supervisor include:

(1) An on-the-job accident which appears to have been the result of, or contributed to by, the officer's abuse of a drug;

(2) An on-the-job incident (e.g., medical emergency) that appears to have been caused or contributed to by the use of drugs;

(3) Direct observation by the supervisor, or information reported to and supported by documentation or subsequently verified by the supervisor, that the officer is unable to carry out the responsibilities of the job, or may be a threat to safety, because of suspected drug abuse; and

(4) Physical on-the-job evidence of drug use by the officer.

An on-the-job accident, incident, or failure to execute job responsibilities does not necessarily indicate drug abuse. However, if a supervisor observes or learns of any of these situations -- and there is reason to believe that drugs may have been involved, the supervisor will proceed with the steps required by this policy to request that the officer undergo a drug screen.

In situations requiring immediate action (a drug screen request), the supervisor will first document the incident which led the supervisor to believe the officer may have been impaired due to drug abuse. The documentation shall include a full description of the incident, including date, time, people involved, behavior, reactions, and how performance was affected or safety threatened.

The supervisor shall continue to document the situation through notification of and confrontation with the officer as provided in this policy. If the officer may be a threat to safety or may cause undue disruption of work activity, the supervisor shall see that the officer remains away from the immediate work area while decisions are made regarding the drug screen request.

The supervisor will then make every effort to confer with the supervisor's immediate superior or Management staff before taking action to remove the officer from the work area. However, in an emergency (accident or threat to safety) it may not be possible to make timely contact with these parties before requiring the officer to leave the work area.

B. Patterns of Deteriorating Performance.

When an officer begins to show a pattern of deteriorating job performance, the supervisor shall take a series of steps over a period of time, each of which requires full documentation. Drug abuse can affect an officer's job performance in many ways and supervisors must be aware of them. Supervisors need to document the following trends if they appear and the officer has no reasonable explanation for his/her behavior.

1. General Trends:

(a) Excessive absenteeism; peculiar excuses for absences;

(b) Excessive use of sick leave, particularly for minor illnesses such as colds, flu, or stomach problems;

(c) Frequent absences after scheduled days off;

(d) Excessive tardiness;

(e) Long breaks; frequent trips to the bathroom, break area, or parking lot; and frequent early departures from work;

(f) Higher-than-normal accident rates;

(g) Changes in appearance, such as flushed face, red or bleary eyes; carelessness in dress or appearance; hand tremors; and

(h) Needle marks on the arms.

2. Performance Related Trends:

(a) Inconsistent work patterns or disruption of work patterns;

(b) Decreasing reliability; procrastination; memory gaps;

(c) Tendency to neglect details formerly not neglected;

(d) Friction with co-workers; placing blame on others;

(e) Making consistently bad decisions; missing deadlines;

(f) Requesting different job assignments;

(g) Seeking loans from co-workers;

(h) Wasting office supplies or materials due to errors;

(i) Poor service to/complaints from the public;

(j) Lack of cooperation; confusion;

(k) Decreased productivity or quality of work; and

(l) Morale problems; unacceptable behavior.

Supervisors should be cognizant that there are obviously other explanations for such trends. Supervisors are not to jump to conclusions, must use good judgment, and must follow the procedures as outlined in this policy. Documentation of patterns of deteriorating work performance is extremely important to the drug screening program. The documentation provides the basis for a requirement that an officer submit to a drug screen. The performance evaluation process may also be used as part of the documentation.

Supervisors must document actual events and observations rather than to rely on hearsay. Documentation will include specific dates, times, people involved, behavior, reactions, overall performance, and a general discussion of

the circumstances. The supervisor shall not include medical diagnoses, conclusions about medical conditions, or opinions about the causes of the observed behavior.

A Bureau head is not to request that an officer submit to a drug screen based on an isolated situation unless the situation falls within Subsection A. above. Nor is a Bureau head to request that an officer submit to a drug screen without a supervisor having first counseled the officer about a pattern of deteriorating job performance.

During the counseling session, the supervisor is not to diagnose the officer's problem, but is to point out where and how the officer's work performance has deteriorated. No mention of the officer being a drug abuser or addicted to drugs or alcohol may be made during these counseling sessions. The supervisor shall be careful not to make statements that could be construed as defamation of character. The supervisor shall provide the officer with suggestions as to how to improve the officer's work performance to a satisfactory level during the counseling sessions. The supervisor is to encourage the officer to self-refer to the Employee Assistance Program to deal with any problems that might be causing the situation which is affecting the officer's work performance.

The supervisor must have counseled the officer at least twice in a six (6) month period before the Bureau head requests a drug screen unless such drug screen is required pursuant to Subsection A. above. These counseling sessions must be documented thoroughly.

If an officer's job performance has not improved after two (2) documented

counseling sessions and the officer continues to exhibit some of the characteristics outlined above, the confirming documentation shall be presented to the Bureau head. The supervisor and the Bureau head shall discuss and review the documentation to determine whether the circumstances constitute reasonable suspicion that drug use is the reason for the officer's deteriorating job performance. Factors to consider include the general trends and patterns outlined above and comparisons with the officer's previous work performance.

If the supervisor and the Bureau head agree that the officer's work performance has declined to a degree that further steps must be taken and that no improvement has been shown after counseling sessions, the Bureau head shall consult with the Chief of Police, the City Attorney, and the Human Resources Director to determine whether a drug screen is warranted and shall be required as a continuing condition of employment.

APPENDIX B
DEFINITIONS

The following terms, when used in this Agreement, shall be given the below-listed meanings:

1. "Interview/Investigation/Interrogate" shall mean any situation where a bargaining unit member is required to appear or reply to any questions from a superior or the Professional Standards Unit about any incident or complaint.

2. "Proper Notification" shall mean notification by the appropriate person either in person, by phone, by leaving a message on an answering machine, or by memorandum.

3. "Immediate Family" as referenced in Article 11 shall mean that group of individuals defined to include one's spouse; child; son-in-law; daughter-in-law; step-child; parent; step-parent; spouse's parent; aunt; uncle; sibling; step-sibling; sibling's spouse; step-sibling's spouse; grandparent; step-grandparent; grandchild; great-grandchild; spouse's child; spouse's son-in-law; spouse's daughter-in-law; spouse's step-child; spouse's step-parent; spouse's sibling; spouse's grandparent; spouse's grandchild; spouse's great-grandchild; a family member of the immediate household permanently residing under the same roof; or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from the employee).

4. "Board of Directors (FOP)," shall mean any bargaining unit member holding one of the following offices in the Fraternal Order of Police Lodge #3: President; Vice President; Second Vice President; Secretary; Treasurer; Conductor; Sergeant at Arms; Chaplain; Trustee At Large; TPD Trustee; or Immediate Past

President and TPD Chief Steward.

5. "Specialty Units" shall mean Canine Program; Motorcycle; Crime Scene Investigation; Narcotics; Community Response Unit; Training; Property and Impound; Records; Hiring and Recruiting; Professional Standards; and Community Officers; School Resource Officers.

6. "Special Assignments" shall mean Response Team; ATV assignment; Bomb Disposal; Accident Reconstruction; Emergency Vehicle Operations Course (EVOC) Instructor; Defense Tactics Instructor; Firearms Instructor; CPR/First-Aid Instructor; Armorer; FTO/FTD/FTS; Polygraph Examiner; Latent Examiner; Blood Stain Analyst; Document Examiner; Honor Guard; Crisis Negotiator; and Federal and State task forces.

7. "Job Opening" shall mean a position that opens up that would be filled by seniority bidding or Management Council within the Police Department.

8. "Job vacancy" shall mean a position that will be filled by promotion.

9. "Post" or "Posting" shall mean to make available or accessible by any means including, but not limited to, bulletin boards, binders, e-mail or other electronic means.

APPENDIX C
MANAGEMENT COUNCIL GUIDELINES

EVALUATION CRITERIA

PERFORMANCE: 30 pts. Possible

0 - 20 pts for Evaluations. Subjective, based on what is read in past evaluations. Items in the evaluations should include, but not limited to: Work Quality; Thoroughness; Reliability; Performance under Stress; and Productivity. Assign 0 points for Unsatisfactory. Assign 1-5 points for Minimally Meets Expectations. Assign 6-15 points for Meets Expectations. Assign 16-20 points for Exceeds Expectations. If employee does not have an evaluation served in past 365 days, assign 10 points.

0 - 10 pts for Discipline. 10 points for no disciplinary actions. Subtract 1 point for each Caution Counseling. Subtract 2-3 points for each Written Warning. Subtract 5 points for each suspension.

EXPERIENCE: 15 pts. Possible

Years of experience and what the experience is. Not limited to the Topeka Police Department.

ABILITY: 15 pts. Possible

Personal knowledge of the candidate, past and present work assignments, and evaluations. Items in the evaluations should include, but not be limited to, Demonstration of Command Presence and Job Knowledge.

TRAINING: 15 pts. Possible

Training file, professional schools, and seminars as they relate to the job being applied for. Initiative toward improvement of skills.

EDUCATION / MILITARY: 10 pts. Possible

.05 - 5.95 pts for college credits (.05 per credit hour);
6.0 pts for 4 yr. college degree;
7.0 pts for graduate work towards a Master's Degree;
8.0 pts for a Master's Degree;
9.0 pts for work towards a Doctorate Degree; and
10.0 pts for a Doctorate Degree.

Military Service points may be earned at a rate of .75 point per year of active military service up to a maximum of three (3) points for four (4) years of service. Education and Military points combined may not exceed six (6) points.

SENIORITY: 15 pts. Possible

Time on the Department; points as follows:

Complete Years of Service	Points
1	1
2	1
3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9
12	10
13	11
14	12
15	13
16	14
17+	15

MANAGEMENT COUNCIL EVALUATION OF CANDIDATE
SCORE SHEET

Candidate:_____ **Date:**_____

Position: _____

Performance (0 to 30 Points):

Past Evaluations 0-20 points **SCORE:** _____

Past Discipline 0-10 points **SCORE:** _____
(See Article 16, Section 2, A)

Experience (0 to 15 Points):

Past experience which relates to the job **SCORE:** _____

Ability (0 to 15 Points):

Evaluations; past experience; job knowledge; and
Supervisory experience, if appropriate. **SCORE:** _____

Training (0 to 15 Points):

Training file, professional conferences, & seminars **SCORE:** _____

Education / Military (0 to 10 Points):

Formal Education (College) **SCORE:** _____

Military Service points are earned at a rate of .75 point per year of active military service up to a maximum of three (3) points for four (4) years of service. Education and Military points combined may not exceed six (6) points.

Seniority (0 to 15 Points):

Time on the Department **SCORE:** _____

TOTAL: _____

RATER'S SIGNATURE: _____