

**ARTICLE 13  
WAGES**

Section 1. Pay Plan.

A. On the anniversary date in each year all bargaining unit members shall advance one (1) step based on their hire date and years of service according to the appropriate table listed below.

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

YEARS OF SERVICE	January 1, 2016	January 1, 2017	July 1, 2017	January 1, 2018
1	18.67	18.86	19.05	19.44
2	19.53	19.73	19.93	20.23
3	21.00	21.21	21.42	21.71
4	21.93	22.15	22.37	22.65
5	22.88	23.11	23.34	23.51
6	24.13	24.38	24.62	24.88
7	24.79	25.04	25.29	25.54
8	25.50	25.76	26.01	26.30
9	26.20	26.47	26.73	27.23
10	27.10	27.38	27.65	28.15
11	28.00	28.28	28.56	29.00
12	28.90	29.19	29.48	29.98
13	29.75	30.05	30.35	30.80
14	30.70	31.01	31.32	31.82
15	31.50	31.82	32.13	32.50
16	32.45	32.78	33.10	33.50
17	33.25	33.59	33.92	34.42
18	34.50	34.85	35.19	35.75

Newly-hired police officers shall be moved from Year 1 to Year 2 of the pay matrix upon successful completion of their initial eighteen (18) month probationary period.

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	1 <sup>st</sup> Year	\$1.15/hr
	2 <sup>nd</sup> Year	\$1.55/hr
	5 <sup>th</sup> Year	\$2.00/hr
Sergeant	1 <sup>st</sup> Year	\$3.20/hr
	2 <sup>nd</sup> Year	\$4.00/hr
	5 <sup>th</sup> Year	\$4.90/hr
Detective	1 <sup>st</sup> Year	\$2.15/hr
	2 <sup>nd</sup> Year	\$2.55/hr
	5 <sup>th</sup> 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.

**PROTECTIVE SERVICES OFFICER PAY SCHEDULE**

STEP	PSO I (2% increase January 1 of each year)			PSO II
	2016	2017	2018	
1	17.67	18.03	18.40	\$18.95
2	17.96	18.32	18.69	\$19.25
3	18.20	18.57	18.95	\$19.54
4	18.51	18.89	19.27	\$19.82
5	18.77	19.15	19.54	\$20.09
6	19.05	19.44	19.83	\$20.42
7	19.33	19.72	20.12	\$20.73
8	19.64	20.04	20.45	\$21.04
9	19.94	20.34	20.75	\$21.36
10	20.22	20.63	21.05	\$21.67
11	20.50	20.91	21.33	\$22.01
12	20.83	21.25	21.68	\$22.32

13	21.15	21.58	22.02	\$22.66
14	21.47	21.90	22.34	\$23.01
15	21.79	22.23	22.68	\$23.36
16	22.11	22.56	23.02	\$23.69
17	22.46	22.91	23.37	\$24.24
18	22.77	23.23	23.70	\$24.42
19	23.12	23.59	24.07	\$24.78
20	23.48	23.95	24.43	\$25.02
21	23.83	24.31	24.80	\$26.81

D. In addition to any anniversary date step increases authorized in Subsection A above, newly-hired PSO employees shall be moved from Step 1 to Step 2 of the applicable pay matrix upon successful completion of their initial six (6) month probationary period.

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 four (4) 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 or AJMC. The Chief may utilize the provisions of this Section for the payment of the cost of law enforcement seminars for officers and the AJMC for seminars related to the duties of PSOs.

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 or Municipal Court 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 AJMC, 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 and AJMC, or their designees, shall make every effort to budget for the approved reimbursement for academic courses for employees. The Police Chief or AJMC, or his/her 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 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 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 or organized crime 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 and PSO's 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 and PSO's 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 (\$1) per hour in addition to the officer's regular compensation effective on the execution date of this Agreement. Officers who are removed from the Field Training Program by the Chief shall continue to receive this hourly pay until the end of the calendar year in which the Officer was appointed.

Section 11. Compensation for Bilingual Officers.

Bargaining unit members may be selected by Management to serve as certified bilingual employees (CBE). Certified bilingual employees shall receive a monthly special duty performance pay of seventy-five dollars (\$75) for the full year from the date they are appointed by the Management and subsequently certified.

Management shall choose the specific language they determine is needed and the number of needed certified employees for each language that is chosen. Certification shall be based on standards for sworn testimony in the use of the particular language in Shawnee County District Court. Upon successful completion of the certification process, the Employer shall reimburse employees a onetime certification fee of up to a maximum one-hundred dollars (\$100). Any use of certified bilingual officers will be at the discretion of the Department. Any certified bilingual officer who is on duty shall be available for use at the discretion of the Department. If a certified bilingual officer declines a request to assist, then that officer may be removed from eligibility as a certified bilingual officer and shall not be paid or allowed to be on the Department list.

If the Department determines that an off duty certified bilingual officer is needed

for duty, certified bilingual officers shall be offered the assignment in the order of their seniority. If insufficient off duty officers are obtained, the Department may force in officers for the specific language needed, in reverse order of seniority in the officer's certified language. A certified bilingual officer may be removed from the certified bilingual program for a period of time of not more than twelve (12) months, if a certified bilingual officer declines to be called in for duty three (3) or more times in any consecutive twelve (12) month period, excluding any call while the officer is on approved leave.

#### 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. Any Officer selected by the Chief for a full-time position in the PSU shall, on removal by the Chief from the position, continue to receive the monthly amount until the end of the calendar year in which the Officer was appointed to the position.

#### 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 no more than one step for each two (2) years of service with a municipal or county law enforcement agency or with the Kansas Highway Patrol or the Kansas Bureau of Investigation.

Officers with current out-of-state law enforcement certification with Kansas reciprocity and prior experience may be placed in the pay grid no more than one-step for each two (2) years of service with a municipal, county, or state law enforcement agency.

No lateral entry officer position will exceed an entry level higher than the third year service step. All other contractual obligations or rights, except the above listed pay issues, remain unchanged for lateral entry officers.

#### 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

Effective January 1, 2015, 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;

\$50 per month for Bachelor's Degree; or

\$60 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.