

**TOPEKA POLICE DEPARTMENT POLICY AND PROCEDURE MANUAL  
2.7 COLLECTIVE BARGAINING AND CONTRACTUAL AGREEMENTS**

<b>SUBJECT: Collective Bargaining and Contractual Agreements</b>		
<b>2.7</b>	<b>EFFECTIVE:</b> 08/06/2018	<i>William Cochran</i>  William Cochran, Chief of Police
	<b>REVISED:</b> 07/30/2018	
	<b>TOTAL PAGES:</b> 3	
<b>CALEA:</b> 3.1.1;		

**2.7.1 PURPOSE**

This policy outlines the collective bargaining and contractual agreements for the Department.

**2.7.2 POLICY**

The Department shall comply with all outlined provisions when participating in the collective bargaining process and when providing law enforcement services with a contractual agreement.

**2.7.3 COLLECTIVE BARGAINING**

- A. The collective bargaining process in Kansas is governed by the provisions of KSA 75-4321 *et seq*, and amendments thereto.
- B. The bargaining team for the Topeka Police Department (TPD) shall be appointed by the Chief of Police.
  - 1. The Labor Negotiator, provided by the City of Topeka Human Resources Department, administers the labor relations program for all collective bargaining units in the City.
  - 2. The recognized bargaining unions at TPD are Fraternal Order of Police (FOP) and City of Topeka Employees Union (AFT).
  - 3. The City of Topeka is committed to reaching bilateral agreements in labor contracts.
  - 4. The City of Topeka and TPD management requires compliance with all provisions of labor contracts.
  - 5. The City and TPD are committed to the concept of good faith bargaining and participation in the formalized labor negotiations and grievance resolution.
  - 6. The City and TPD will demonstrate willingness to participate in good faith bargaining by including arbitration as the final step of the grievance procedure in all labor agreements and the City Code.

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**2.7.4 CONTRACT RATIFICATION**

- A. Prior to becoming effective, tentative or amended agreements are submitted to the AFT or FOP Bargaining Unit for ratification vote, and to the City Council for approval. After approval and ratification, the contract is signed by the City Manager and representation from the negotiating teams.
- B. Once a labor agreement has been negotiated, ratified and signed, the Chief of Police or designee shall review and amend affected written directives to coincide with contract provisions.
- C. Department Directives, City Code, City Personnel Code and Human Resources directives govern employment and labor issues not covered by contracts.

**2.7.5 CONTRACTUAL/WRITTEN AGREEMENTS**

- A. The provision of law enforcement services for which a fee is paid should always be based on a contractual agreement. Unless preempted by higher governmental authority, the Department will initiate a precise contract that will describe those services being provided to another agency or services being provided to the Department, such as the housing of prisoners.
  - 1. A study of problems, needs, and capabilities should be completed prior to agreeing to sell or purchase law enforcement service.
  - 2. A written agreement must be completed prior to performing contract law enforcement services provided to or by the Department. <3.1.1a>
  - 3. The law enforcement services being provided should be clearly identified along with the costs
  - 4. The contract will cover default by either party, a renewal clause, and a withdrawal clause.
  - 5. Contracts shall be reviewed and/or revised annually to ensure that services agreed upon are being provided, and to allow for any changes that may have occurred in the service area. <3.1.1 h>
  - 6. Contract language shall cover duration, modification and termination terms. <3.1.1 d>
  - 7. Contracts shall include a statement of the specific services to be provided.

Clear and precise statements should identify the nature and extent of services to be provided. Examples include: Equipment and facilities to be used; functions and activities to be performed; and guidelines for local ordinance enforcement.

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8. Contracts for law enforcement services shall include specific language dealing with the financial agreements between the parties. <3.1.1 b>
  9. The contract shall specify the records to be maintained covering performance of services by the provider agency. <3.1.1 c>
  10. The contract shall include language that determines who will defend the providing agency in the event of a lawsuit and should include language dealing with a variety of contingencies having obvious legal implications. <3.1.1 e>
  11. The contract shall specify that the providing agency maintains control over its personnel. <3.1.1 f>
  12. The contract shall clearly state the lines of responsibility concerning the ownership, use and maintenance of equipment and facilities. <3.1.1 g>
  13. TPD officers performing any contracted law enforcement service under a City contract shall retain all benefits of the Department.
  14. All contracts shall be reviewed and approved by the City Attorney's Office.
  15. The City Manager must sign the contract for it to be effective.
- B. Participation in a contracted law enforcement service arrangement should not penalize participating employees nor should it in any way threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits. Therefore, employment rights of personnel assigned under a contract for law enforcement services are not abridged by the provider agency. <3.1.2>