R-20- 148

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A STATEMENT OF AGREEMENT BETWEEN THE CITY OF NORTH LITTLE ROCK AND THE FRATERNAL ORDER OF POLICE, JOHN E. CHARLES LODGE NO. 5; AND FOR OTHER PURPOSES.

WHEREAS, a new Statement of Agreement has been negotiated between the City of North Little Rock, the Chief of the North Little Rock Police Department, and the Fraternal Order of Police, John E. Charles Lodge No. 5; and

WHEREAS, this agreement will promote the mutual interests of the City of North Little Rock and the North Little Rock Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Statement of Agreement between the City of North Little Rock and the Fraternal Order of Police, John E. Charles Lodge No. 5 (substantially similar to Exhibit A attached hereto for reference purposes only) is hereby accepted and approved.

SECTION 2: That increases in salaries and benefits contemplated by this Resolution are subject to and contingent upon the appropriation of sufficient funding by City Council in the annual budget.

SECTION 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4: That this Resolution shall be in full force and effect from and after the date of its passage and approval contingent upon the signing of the Statement of Agreement by the Mayor, as witnessed by the City Clerk, and the authorized representatives of the Fraternal Order of Police, John E. Charles Lodge No. 5.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith by AF

Mayor Joe A. Smith

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:55 A.M. _____ P.M.

By Amy Fields, City Atty

DATE 10/6/20

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY BT DMM

EXHIBIT

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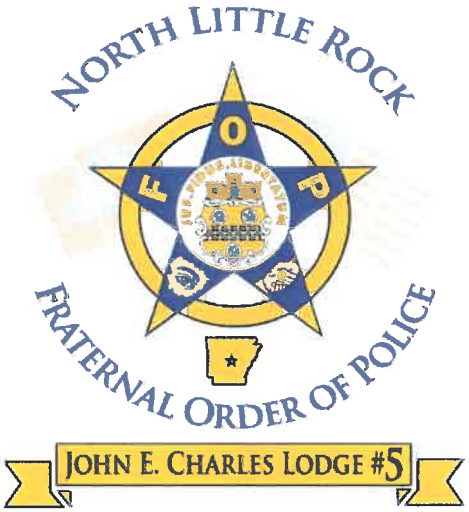

STATEMENT OF AGREEMENT
of the
FRATERNAL ORDER OF POLICE
JOHN E. CHARLES, LODGE #5

STATEMENT OF AGREEMENT

ARTICLE I

PREAMBLE

The City of North Little Rock, the Chief of the Police Department and the Employees recognize the fact that harmony, cooperation and understanding in their relationship with one another are essential to the welfare of the parties hereto. To that end, to promote the mutual interests of the City, the Police Department and its employees, and to provide for the operations of the Police Department's functions under methods which will further to the fullest extent possible the efficient operation of the Police Department, the City of North Little Rock and Fraternal Order of Police Lodge #5 (FOP) enter into this Statement of Agreement.

The parties to this agreement will cooperate fully to secure the advancement and achievement of the purposes under the terms and provisions of this agreement. The parties agree to abide to this agreement during its term. The parties further agree that all disputes and differences will be settled as provided for in this agreement without any interruptions of the services provided by the Police Department to the citizens of North Little Rock.

ARTICLE II

PURPOSE OF AGREEMENT

SECTION 1. The purpose of this Statement of Agreement, entered into by the Mayor as Chief Administrative Officer for the City of North Little Rock, the Chief of Police and the North Little Rock Fraternal Order of Police, Lodge #5 (FOP) as representative for police officers below the rank of Sergeant of the North Little Rock Police Department is to:

a) Establish fair and reasonable wages, benefits, grievance procedures, and other conditions of employment for the officers of the North Little Rock Police Department;
b) Provide for quality law enforcement and policing services throughout the City's boundaries on an uninterrupted basis for the benefit of the citizens of North Little Rock;
c) Provide for economic and efficient operations, realization of maximum quantities and quality of performance of duties, the protection of life and property and avoidance of any interference with or interruptions to the operations of the Police Department; and
d) Assist in the amicable adjustment of labor disputes.

SECTION 2. This Statement of Agreement shall not be affected, modified, altered, or changed in any respect by any change of management form or change in identity of Mayor, Chief of Police, or Members of the City Council or by any change of place of business by either party.

ARTICLE III

DEFINITIONS

SECTION 1. A permanent employee shall be an employee who has successfully completed two years of service from his/her date of employment.

SECTION 2. A probationary employee shall be an employee who has not completed two years of service from his/her date of employment and shall be known as a police recruit.

SECTION 3. The Mayor is the Chief Executive Officer of the City and performs such duties compatible with the nature of his office as required by state laws, city ordinances or as directed by the City Council.

SECTION 4. The Chief of Police is the Administrator of the Police Department and performs such duties compatible with the nature of his office as required by state laws, city ordinances and Civil Service Commission and Regulations.

SECTION 5. The Civil Service Commission is a seven (7) member commission whose members represent the interests of the public and department employees in accordance with the state laws, city ordinances, and Civil Service Rules and Regulations for the improvement of personnel administration in the city service.

ARTICLE IV

DUES AND ASSESSMENTS DEDUCTIONS

SECTION 1. The employer agrees to deduct monthly dues and assessments in an amount certified to be correct by the secretary of the FOP from the pay of those employees who individually request by means of Payroll Deduction Form authorization that such deductions be made. The employer agrees to provide to the FOP the aggregate total dues monies withheld by the employer, and an itemized statement of such dues withheld, to the FOP within five (5) days after such deductions are made. Such deduction shall be made in equal amounts from paychecks received in each pay period.

SECTION 2. All employees shall be eligible to join the FOP at any time. Each employee shall be permitted to withdraw the authorization for withholding such dues and assessments by written notice delivered to the employer and the FOP.

SECTION 3. The FOP agrees to indemnify the Police Department for any and all suits, claims, or demands which may arise out of its compliance with any provisions of this Section.

ARTICLE V

FOP ACTIVITIES

SECTION 1. The City of North Little Rock and the Police Department recognize the right of the Fraternal Order of Police, Lodge #5, to designate authorized representatives whose duties are to handle the affairs of the FOP to the extent that they are not in conflict with this agreement. Such FOP representatives shall not exceed a sum total of six (6) such authorized representatives. If any member of the North Little Rock Fraternal Order of Police is an elected state or national officer of the Fraternal Order of Police, that said member will be recognized as official representative of the North Little Rock Fraternal Order of Police at any function and may be granted FOP time off as provided in Section 4 of this Agreement. This will be limited to two (2) such members and will be counted as part of the allowed six (6) representatives.

SECTION 2. The City of North Little Rock and the Police Department shall not be required to recognize any FOP representative until written notice of his/her selection has been furnished to the Chief of Police or his designee by the President of the FOP. Said representative may be selected in any manner determined by the membership of the FOP; however, they must be regular, full-time employees of the Police Department and will at all times be subject to the same Police Department Rules and Regulations and Civil Service Commission Rules and Regulations as any other employee. The duties as FOP representatives shall not in any way conflict, tend to cause neglect of their assigned duties, or unreasonably interfere with the performance of other employees of the Police Department.

SECTION 3. FOP representatives shall suffer no loss of pay for time unavoidably lost during working hours in the process of adjusting grievances.

SECTION 4. If the FOP desires that its authorized representatives attend local, state, regional or national meetings, its President shall request, in writing, that a leave of absence be given.

a) Such requests shall be made at least ten (10) days in advance of the departure date and shall be delivered to the Chief of Police. In the case of an emergency meeting, the Chief of Police has the discretion to waive the time limit on advance requests.
b) The Chief of Police may grant a leave of absence with pay to duly authorized representatives of the FOP to conduct official business for the Fraternal Order of Police, Lodge #5. Permission shall not be unreasonably denied. Since there

is no accurate way of projecting the exact amount of hours needed by authorized representatives of the FOP, the Chief of Police will consider each request on an individual, "as-needed", basis.

c) The FOP Lodge #5 shall keep a written record of such authorized leaves for conducting FOP business and will submit a quarterly report to the Chief of Police indicating the number of occasions, the exact amount of time used, and the representatives to whom leaves have been granted.

SECTION 5. FOP representatives shall have the right to enter the premises of the employer to investigate working conditions, grievances or other disputes. They shall have the right to meet with employees involved in a dispute relative to the administration of this agreement.

When it is necessary for an FOP representative from outside the City of North Little Rock to come into the Police Department for the purpose of discussing, adjusting or investigating grievances, the President of the FOP shall notify the Chief of Police, and he/she will be permitted access to all police facilities relative to the grievance involved. He/she may be accompanied in working areas by an authorized representative of the Chief of Police and a representative of the FOP.

The Employer shall make available a period of one (1) hour to the FOP in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other FOP benefits.

ARTICLE VI

STRIKES AND SLOWDOWNS

SECTION 1. The FOP agrees not to call, authorize, or ratify any strike during the life of this agreement.

SECTION 2. In the event that any employee engages in a strike, the FOP agrees that the President shall issue a written statement directed to its members advising them that the strike may be illegal and is unauthorized and directing them to return to their jobs and cease any action that will adversely affect the operation of the Police Department.

SECTION 3. In the event that any employee or employees engage in a strike or other interference with the Police Department operations, such employee or employees may be disciplined or discharged.

SECTION 4. Neither the violation of any provisions of this agreement nor the commission of any act described as an unfair labor practice or otherwise made unlawful by any federal, state or local law, shall excuse the employees from their obligation under the provisions of this article.

SECTION 5. The employer agrees that it will not order, authorize or ratify a lock out during the life of this agreement. Should a lockout occur, the sole obligation of the employer will be to endeavor in good faith, within 24 hours after receipt of written notice thereof from the FOP, to terminate the lockout and to re-employ the employees. Upon the failure to the employer to do so within said 24-hour period, the FOP at its option may treat the matter as a dispute under the article entitled Grievance & Arbitration Procedure, or may consider that the employer has forfeited its rights under the agreement.

ARTICLE VII

NON-DISCRIMATION

SECTION 1. The provisions of the Statement of Agreement shall be applied equally to all employees.

SECTION 2. The City of North Little Rock, the Police Department Personnel and the FOP agree that no employee will be interfered with or discriminated against concerning any term or condition of employment by virtue of membership or non-membership in the FOP nor shall any discrimination be practiced because of the filing and/or processing of a grievance.

SECTION 3. In order to maintain an atmosphere conducive to harmony, efficient operation, and maximum rights for all persons as human beings, both parties agree to deal with each other, and with all employees, with the maximum possible respect.

ARTICLE VIII

MANAGEMENT RIGHTS AND DUTIES

SECTION 1. The City of North Little Rock and the Chief of Police shall retain the full right of management and directing of the operations of the North Little Rock Police Department in accordance with Civil Service Commission Rules and Regulations. Such right of management includes among other things, but is not limited to:

a) The right to plan, direct, control, increase, decrease or discontinue, in whole or in part, any position, section, unit or division of the North Little Rock Police Department;
b) The right to determine the scope and objective of the Police Department and what services it will provide; to change the type of services, processes or type of work to be performed;
c) The right to change equipment, methods, and facilities, or to introduce new equipment, methods and/or techniques and to change or discontinue any procedure used in the operation of the Police Department;

d) The right to determine the number of Police Department personnel; to combine or eliminate any positions; to add to and/or reduce the number of shifts, the shift schedules and/or number of hours to be worked by the employees; and to discipline, suspend or discharge employees for just cause in accordance with Civil Service Rules and Regulations;
e) The right to hire and assign personnel; to determine qualifications necessary for assigned jobs that are required now or that may be created in the future; to establish reasonable standards of job performance; to make periodic performance reviews and evaluations; to transfer personnel as needed; to, at its discretion, assign work duties both on regular and overtime work in accordance with its determination of the needs of the respective jobs and Police Department operations; and to layoff, recall, classify, promote, demote or retire personnel as needed, according to Civil Service Commission Rules and Regulations;
f) The right to determine the number of classifications and arrangement of positions in the Police Department organizational structure; to establish job classification plans and to allocate the grades assigned thereto; to install new hourly, weekly, bi-weekly, and monthly pay systems; to automate processes or operations; to determine or re-determine job descriptions and contents;
g) The right to contract for goods, equipment or services;
h) The right to take whatever actions may be necessary to carry out the activities and operations of the Police Department so long as they are not precluded by any federal, state or local ordinances and the provisions of this agreement; and
i) The Police Department management shall have the right to make and enforce reasonable rules and regulations governing its operations, the manner and methods of performing the duties and responsibilities of employees, the quality standards that are required, attendance and conduct of the employees and any other matter so long as such rules and regulations are not in conflict with this agreement. Management shall have the right from time to time to change, alter, delete and /or add such rules and regulations.

SECTION 2. It is expressly understood between the parties that the rights of management enumerated in this section are subject to the total Statement of Agreement and that general principles contained in this section may be abridged by specific sections in the agreement.

SECTION 3. The parties agree, that in work and job assignments and in use of benefits due employees, there shall be no favoritism practiced by the employer and that seniority shall play a predominate role. This is not to be construed as meaning that seniority shall be the sole determining factor.

SECTION 4. The City of North Little Rock, Police Department Management and the FOP specifically recognize the necessity of continuous improvement in efficient and

effective police protection and services to the citizens of North Little Rock, and each party to this Statement of Agreement agrees to cooperate with the other in accomplishing this result.

ARTICLE IX

DISCIPLINE AND DISCHARGE

SECTION 1. The City of North Little Rock, the Chief of Police and the FOP agree to adhere to the procedures listed in the Civil Service Commission Rules and Regulations concerning Disciplinary Action and Rights of Appeal that may be administered to an employee accused of or deemed guilty of violating Civil Service Rules and Regulations, Police Department Rules and Regulations, City Ordinances, State and Federal Laws.

ARTICLE X

GRIEVANCE PROCEDURE

SECTION 1. A grievance is any and all disputes, complaints, controversies, claims or grievances whatsoever between the FOP or any employee and the employer which directly or indirectly arises out of or related to this agreement.

SECTION 2. A grievance shall be settled in the following manner:

STEP 1: In the event of a grievance, an employee and/or a FOP representative shall first report and discuss the grievance with the employee's Division or Unit Commander within ten (10) working days of his/her knowledge of the occurrence of the event giving rise to the grievance. It is not mandatory that the grievance be reported in writing. The Division or Unit Commander shall discuss, review and inquire into the occurrence in an attempt to reach a satisfactory solution and orally counsel or notify the employee and his/her FOP representative of his answer within three (3) calendar days. It is desirable by both parties that the majority of grievances should be resolved at this STEP.

STEP 2: In the event that the answer of the Division or Unit Commander is not satisfactory to the FOP, the FOP President shall notify the Chief of Police the answer and make a written request to schedule a STEP 2 Meeting concerning the grievance. The Police Department shall schedule STEP 2 Meetings within seven (7) calendar days after receiving a written request, and the meeting shall be chaired by the Chief of Police. The Chief may designate other representatives of the Police Department or City of Committee to attend. The FOP's STEP 2 Grievance shall consist of the President, Vice-President, one

duly authorized representative or its designee and the aggrieved employee. After reviewing the grievance, the Chief will answer it within ten (10) calendar days of the STEP 2 Meeting date. If the FOP does not wish to further pursue a grievance, it shall notify the Chief of Police.

SETP 3: In the event that the answer is not satisfactory to the FOP, the FOP President shall notify the Mayor of the answer and make a written request to schedule a STEP 3 Meeting concerning the grievance. The City of North Little Rock shall schedule STEP 3 Meeting within seven (7) calendar days after receiving a written request, and the meeting shall be chaired by the Mayor. The Mayor may designate other representatives of the City of North Little Rock to attend. The FOP's STEP 3 Grievance Committee shall consist of the President, Vice President, one duly authorized representative or its designee and the aggrieved employee. After reviewing the grievance the Mayor will answer it within ten (10) calendar days of the STEP 3 Meeting date. If the FOP does not wish to further pursue a grievance, it shall notify the Mayor.

SECTION 3. If the parties shall fail to satisfactorily dispose of a grievance through the foregoing steps, or if for any reason it has not been taken up by them, or if the matter does not lend itself to the foregoing procedures, it shall be submitted to mediation before a mediator agreed upon by the parties. If the parties cannot agree upon an a mediator within ten (10) working days, then upon request of either party, the Federal Mediation and Conciliation Service shall submit a panel of seven (7) mediators from which one (1) shall be chosen by alternate striking from such list. A coin flip shall determine the right of first choice.

SECTION 4. All copies of a grievance shall be signed and dated by all involved parties at the time of submission of each step and at the time the written decision is returned to the FOP. Signatures and dates shall be conclusive evidence of the receipt of the grievance and/ or response.

SECTION 5. Time limits specified in the grievance procedure may be extended at any Step by mutual agreement. Any such extension of time limits shall be noted on the grievance forms and signed by representative of both parties.

SECTION 6. If either party shall default in appearing before the mediator, the mediator is empowered nevertheless to take the proof of the party appearing and tender a decision thereof. The cost of the mediator shall be borne equally by the parties hereto.

SECTION 7. It is intended and agreed that the procedures herein established for the adjustment of disputes shall be the exclusive means for the determination of all disputes, complaints, controversies, claims or grievances whatsoever, including those involving the applicability of mediation to any dispute or claims based upon any breach of

the no-strike, no stoppage pledges of the agreement or upon any other breach of this agreement. It is intended that this provision shall be interpreted as broadly and inclusively as possible. Neither party shall institute any court action, other than to compel mediation; this provision shall be a complete defense to and also grounds for a stay of any action instituted contrary to this agreement.

ARTICLE XI

HEALTH AND SAFETY

SECTION 1. The employer shall comply with all standards of sanitation and safety required by law, and it shall be the obligation of the employees to cooperate in this regard.

SECTION 2. Because a well-trained and efficient organization is of utmost importance to both parties and to the purposes of this agreement, the employer shall provide at North Little Rock Police Headquarters a modern and up-to-date physical fitness area for the use of the employees. Such area shall be suitable for both general fitness and serious fitness training. The City, FOP, and Police Department fitness trainers will work together to select the appropriate equipment and space.

SECTION 3. The City of North Little Rock, the North Little Rock Police Department and the FOP recognize the fact that in addition to physical fitness and health, it is of the utmost importance that a police officer be of sound mental health and can be adversely affected by stress; and that stress is a very harmful and serious problem that is non-ending and ever-growing to the point where it can seriously jeopardize the safety of the officer, other officers, and the citizens of North Little Rock. The employer shall provide, within the medical insurance provided in Article XXIV of this agreement, insurance coverage for psychological stress counseling. The treatment or counseling shall be conducted by any qualified person of the employee's choice.

SECTION 4. The City of North Little Rock will provide a yearly physical examination to all employees who have completed five years of service to the department. The examinations will be of a thorough and complete nature and will be administered by a qualified physician, diagnostic clinic or hospital. Information obtained from the examination will be of a confidential nature between physician and employee and will not be released, without waiver, to any city official. Such exam shall be conducted with the minimum guidelines set out below:

History & Physical Examination:

The history examination will include the chief complaint, history of the present illness and/or complaint, past medical history including childhood, adulthood, surgical procedures, hospitalizations, etc., as well as a social history, family history, and a review of all body systems. The physical examination will include examination of the head, ears,

eyes, nose, throat, chest and lungs, cardiovascular system, gastro-intestinal system including a rectal examination, and examination of the skin, lymphatic, and neurological systems. In addition, pelvic examination will be performed on females and examination of the prostate (in conjunction with the rectal examination) on males.

Laboratory studies will include:

Urinalysis
Fasting Blood Sugar
Blood sugar obtained 2 hrs. after ingestion of 100 grms. of glucose
Limpid profile including total cholesterol, low density cholesterol, and high density cholesterol as well as triglyceride level
Complete blood count
Sedimentation rate

SECTION 5. The City of North Little Rock will not be required to comply with Section 4, Article XI of this contract, as long as the City paid medical insurance for employees provides for the same examination free of charge.

SECTION 6. Specialty Medical Examinations. Medical examinations required for special assignments or certifications beyond the scope of the annual wellness exam provided for above, such as for hazardous materials handling, will be provided by the City.

ARTICLE XII

SENIORITY

SECTION 1. "Seniority" is the continuous length of service of a commissioned officer with the North Little Rock Police Department within each job classification (hereinafter referred to in this Article as Rank). Seniority shall commence from the last date which the employee is employed in the North Little Rock Police Department as a commissioned officer; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of said probation, the initial probationary service shall count as a part of the officer's seniority.

SECTION 2. Seniority shall be determined as between two or more employees by highest rank. When two or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two or more employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous service as a police officer with the North Little Rock Police Department. If, after application of the criteria set forth in this Section, there still remains a question as to seniority between two or more officers, then, and in that event, seniority shall be determined by alphabetical order of last name from "A" to "Z".

SECTION 3. Seniority shall be lost upon the occurrence of any of the following events:

a) Discharge;
b) Resignation;
c) Retirement;
d) Unexcused failure to return to work upon expiration of a leave of absence; and
e) When an employee has been laid off for a period of more than two (2) years.

SECTION 4. When regular days-off assignments of like jobs within an organizational unit are made by seniority, days-off preference will be given to officers according to seniority within the staffing plan *except* in the case of performance deficiency and/or disciplinary action. Management retains full discretion to set, modify, or alter the personnel assignment and staffing plans of every organizational division and unit.

ARTICLE XIII

WAGES

SECTION 1. Wages standards and other working conditions or benefits established herein shall not be lowered during the life of this agreement; provided, however, that this shall in no way be deemed to prevent the employer from experimenting with new methods and procedures.

SECTION 2. Wages shall be provided pursuant to Attachment "A" hereto, plus other monies that shall be provided for in other sections of this agreement.

SECTION 3. *29 U.S.C. Section 207 (k) Election.* The parties to this Agreement specifically acknowledge that the City of North Little Rock has affirmatively elected a seven (7) day work period pursuant to 29 U.S.C. Section 207 (k). The scheduled work week is 40 hours, usually in a format of 8-hour shifts with 5 days on-duty and 2 days off or 10-hour shifts with 4 days on-duty and 3 days off

SECTION 4. *Meal Period Compensation.* The FOP specifically acknowledges that the compensation stated on Attachment "A" hereto specifically includes any and all compensation which the FOP may be entitled to for meal periods within the standard tours of the duty of the FOP.

SECTION 5. Employees of the rank of police officer may earn the designation of "Officer First Class" by meeting the following criteria:

a) Achieve a minimum of 15 years of consecutive service as a police officer with the City of North Little Rock; and

b) Must not have received any disciplinary action administered by the Chief of Police within 12 months immediately preceding their 15th anniversary date.

ARTICLE XIV

LAYOFF AND RECALL

SECTION 1. The number of employees, ranks and positions within each rank within the Police Department shall not be reduced to a level below that which was authorized on January 1, 1988, except in case of extreme emergency.

ARTICLE XV

ANNUAL VACATION LEAVE

SECTION 1. Employees with less than 15 years of continuous service with the police department are granted 120 hours of paid vacation leave annually. Employees with 15 or more years of continuous service are granted 160 hours of vacation leave annually. Leave time is accrued bi-weekly concurrently with the established 2-week pay periods.

SECTION 2. Employees are allowed to accumulate and carry forward hours of vacation leave from one year to the next with the following limits:

2021	480 hours
2022	440 hours
2023	400 hours
2024	360 hours
2025 and after	320 hours

SECTION 3. Upon separation from employment, accrued vacation leave time will be paid lump sum at the employee's base rate of pay at the time of separation.

ARTICLE XVI

HOLIDAYS AND DISCRETIONARY TIME

SECTION 1. Employees shall be paid for eleven (11) holidays, regardless of whether or not they are on duty on such holidays, at the rate of one (1) day's base pay for each of the eleven (11) days. Such payment shall be in addition to the employee's regular wages. Actual payment will be made annually for the twelve months ending November 30 with the first regular pay period in December but no later than December 14

SECTION 2. Each employee will be granted paid personal leave time in addition to vacation leave as follows:

Continuous years of service	Leave Hours
2-4 years	16 hours
5-9 years	32 hours
10 - 14 years	40 hours
15 years or more	48 hours

Personal leave time will be awarded on the first business day of each year based on the employee's years of service on that day. Partial awards will not be made. Personal leave time may not be carried over from one calendar year to the next.

ARTICLE XVII

SICK LEAVE AND ON-JOB INJURY

SECTION 1. Employees will be granted 160 hours of paid sick leave per year accrued biweekly with the established pay periods. Sick leave may be accumulated without limit. The Family Medical Leave Act may apply to sick leave usage.

SECTION 2. All employees with ten (10) years or more of service with the Police Department may receive additional sick leave benefits as allowed by Ordinance 4322 and the amending Ordinance 4710.

SECTION 3. Upon voluntary separation from employment by resignation or retirement, employees with at least 10 years of continuous employment will be paid for unused sick leave not to exceed 320 hours. Employees with at least 20 years of continuous service at the time of voluntary separation will be paid for unused sick leave not to exceed 720 hours. Payment will be made at the base pay rate of the employee at the time of separation.

SECTION 4. A maximum of 40 hours of sick leave may be used annually for the medical care of member of the employee's immediate family (spouse, child, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, and any other relative or relative by marriage living as part of the employee's household) when the employee's presence is required. Limited carryover of hours, up to 40 hours, is available for use by the employee in the event of serious illness of the employee's spouse, child, or parent.

SECTION 5. Sick leave may be used by an employee for medical, dental, optical, and psychological exams. Employees shall be entitled to reasonable time off with pay for necessary medical and dental appointments which cannot, with reasonable practicality, be scheduled outside of the normal workday. Except in the case of emergencies, the employee shall, in writing, inform the Shift Supervisor of the time and day, at least five (5) days prior to such appointments. In the cases of emergencies, the employee shall inform the Shift

Supervisor as soon as the appointment is made or complete, whichever is more medically practical. The scheduling of such time off shall be subject to the reasonable needs of the Employer.

SECTION 6. When an employee is absent on sick leave for more than three consecutive days, he/she will be required to furnish a written statement from a medical doctor documenting the employee's inability to work and starting when the employee will be allowed to return to work. During an extended illness, it is the responsibility of the employee to ensure that his/her supervisor is informed and kept current of his/her status.

SECTION 7. When the pattern of an employee's sick leave use indicates abuse, the Chief of Police or his designated representative shall have the option of requiring the employee to have a complete physical examination. Abuse shall be defined as any pattern of sick use which indicates an officer is failing to fulfill the obligations of the job. The physical, if required, shall be done while the employee is on duty and the cost of said examination shall be paid by the employer. The employee may also be required to obtain a doctor's statement as defined in Section 6 of this Article for any subsequent sick leave absence occurring within ninety (90) days after the seventh (7th) sick leave absence.

SECTION 8. An employee absent from work due to job-related illness or injury shall receive their regular salary or rate of pay during absence from work, provided however, any disability payment received by reason of Worker's Compensation coverage, for the same injury, shall be credited to the City. A physician's statement verifying the officer's inability to perform assigned duties may be required. Further verification shall be provided as requested by the employer or by the insurance carrier.

SECTION 9. Injured-on-duty leave shall not exceed one hundred four (104) full weeks. Sick leave may not be used for job-related injury or illness.

SECTION 10. If an employee, while carrying out his/her duties is exposed to a contagious disease, the Employer agrees to pay the expense for inoculation and immunization for members of the officer's family. The Employer further agrees to reimburse any co-payment required for inoculation and /or immunization required due to exposure to a contagious disease as a result of the officer carrying out his/her duties. This is subject to the review and approval of the Employer on the basis of documentation and verification presented by the Employee to the Employer.

ARTICLE XVIII

LONGEVITY BONUS

SECTION 1. Employees will receive a longevity bonus. Payments of such will be made every six (6) months in June and December. Employees will receive Five & 85/100 Dollars ($5.85) per month for each year of service.

SECTION 2. Upon retirement, an officer in good standing who has achieved at least fifteen (15) years of service with the Department or retired due to a duty-related disability shall receive from the City his or her duty gun in a presentation case, a retired identification card, and a retired badge. Specifications for the presentation gun are as follows:

WEAPON- The last sidearm gun issued to the officer

CASE- 13 ½ x 3 ½ x 6" Hardwood case with glass top and engraving plate provided for proper declaration of years of duty, name, etc.

ARTICLE XIX

OVERTIME COMPENSATION

SECTION 1. (a) *Overtime Compensation.* Employees will be compensated at the employee's overtime rate for all authorized hours worked in excess of 40 during a pay week. For the purposes of determining hours worked for overtime, holidays, vacation and compensatory time taken shall be included in determining hours worked per work period and sick leave shall not be included when determining hours worked per week.

An employee's overtime rate is determined by summing the annual base pay, longevity pay, and career development pay and dividing the result by 2080 (scheduled annual work hours).

(b) Special Events Overtime. Overtime compensation shall be paid to employees for authorized overtime hours worked in connection with special events (e.g. parades, festivals, concerts) and emergency situations (e.g. chemical spills, natural disasters).

An employee who makes an off-duty felony arrest shall receive a minimum credit of 2 hours of work or the actual amount of hours required, whichever is the greater, paid at the employee's overtime rate. The term "off-duty felony arrest" shall not include an arrest made while privately employed in a law enforcement capacity.

(c) Detail Overtime. The City may contract with private businesses or events to provide enhanced police services. Employees who are assigned to work these details in accordance with department policy will be paid at the employee's overtime rate for all hours worked on the detail, without regard to other hours worked or leave taken.

(d) Court Appearance Overtime. Employees who attend any judicial or quasi-judicial proceeding under subpoena or other requirement to attend as a witness in direct association with their duties as a law enforcement officer for the City will be paid a minimum of 2 hours overtime, provided that the employee is off duty and has to make a special trip to and from the proceeding location. If the hearing or proceeding is

immediately before or after the employee's tour of duty, the time will be paid for the time actually spent at the employee's overtime rate.

SECTION 2. Compensatory Time Option. An employee may elect, with supervisory approval and in accordance with department policy, to receive compensatory time in lieu of monetary payment for regular, court, and special events overtime worked. Compensatory time will be awarded at the rate of one and one-half hours for every hour worked in overtime status. Employees may not accumulate in excess of 240 hours of compensatory time.

ARTICLE XX

BEREAVEMENT LEAVE

SECTION 1.

(a) Bereavement leave may be granted for a death in the immediate family of the employee for not more than five (5) days off, with pay, at the time of the emergency. Immediate family shall include spouse, children, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, and if living under the same roof with employee, any relative or relative by marriage.
(b) The bereavement time off duty herein provided for applies only when the family death does, in fact, require time off from regular scheduled duty and does not contemplate nor grant an accrual or other permissible leave.
(c) Bereavement leave shall not be deducted from accumulated sick leave.

ARTICLE XXI

UNIFORMS

SECTION 1. The City shall furnish uniforms for its uniformed officers at no charge to the officer.

SECTION 2. Each non-uniformed officer is to receive as a payment for clothing allowance, Eight Hundred & 00/100 ($800.00) per year, payable in April and September.

ARTICLE XXII

POLICE VEHICLES

SECTION 1. The North Little Rock Police Department is authorized to continue, modify and adopt policies and directives that permit officers to store their assigned city-owned vehicle at their place of residence.

SECTION 2. If the North Little Rock Police Department establishes a policy or directive of the type described in Section 1 above, the policy shall permit any officer whose permanent residence is outside Pulaski County, but lives within ten (10) miles outside of the Pulaski County line but no further than thirty-five (35) miles from the North Little Rock Police and Courts Building, to store their city-owned vehicle at their place of residence, so long as:

(a) The officer has completed at least seven (7) years of continual service; however, the length of service requirements are waived for Detectives of the Investigation Division and members of the Special Operations teams. These specialized units will take precedence over time in service in assignment of available vehicles.

(b) The officer otherwise complies with the policies and directives of the North Little Rock Police Department.

(c) The officer will reimburse the city at a rate of one hundred dollars ($100) per month.

(d) The officer operating a department vehicle for off duty employment that does not coincide with work related activities will pay an additional fee of ten dollars ($10) for each round trip made. This fee is to be included with the monthly fee for the month of occurrence.

ARTICLE XXIII

CAREER DEVELOPMENT

SECTION 1. The City of North Little Rock, the Police Department and the FOP recognize the importance of adopting a formal program for educational pay incentives to encourage sworn law enforcement officers to achieve a college level education. Such assistance is vital to the recruitment, education and retention of law enforcement officers who are pursuing or have attained a college degree in a law enforcement related field.

SECTION 2. Officers enrolled and *attending courses* in pursuit of degree in a law enforcement related field at an approved accredited college or university will be compensated for each earned credit hour at the rate of $1.44 per month up to a maximum of $172 per month.

SECTION 3. Officers who have earned a degree from an accredited college or university in a law enforcement related field will be compensated at the monthly rate as follows:

Associates degree	$72
Baccalaureate degree	$144

SECTION 4. Effective January 1, 2020, officers who hold the following requisite certification from the Arkansas Law Enforcement Standards and Training agency and degree from an accredited college or university in a law enforcement related field will be compensated at the monthly rate as follows:

Baccalaureate or Master's degree and Advanced Certificate	$180
Baccalaureate and Senior Certificate	$210
Master's degree and Senior Certificate	$225

SECTION 5. In lieu of educational pay, employees may opt to receive career development incentive pay based on attainment of *certification level* by the Arkansas Law Enforcement Standards and Training agency at the monthly rates as follows:

	2019	2020
General Certificate plus 3 earned accredited college hours	$ 36	$ 36
Intermediate Certificate plus 6 earned accredited college hours	$ 72	$ 72
Advanced Certificate	$108	$125
Senior Certificate	$144	$165

The college hours requirement for those officers having received General and Intermediate Certificates on or before June 29, 1984, without the required college hours, is waived and shall receive the rate of pay corresponding to the certificate held.

SECTION 6. To be eligible for Career Development Pay, an officer must have completed one year of continuous service and furnish documentation of college enrollment and satisfactory completion of accredited college hours or the Certificate or degree. An officer may only be paid for only one of the career development options.

SECTION 7. Career Development incentive will be paid twice annually, in June and December for the previous six months ending April 30 and October 31. Payment will be made only for full months based on the employee's career development status for each month as of March 31 and September 30.

It is incumbent on the employee to furnish to the Chief of Police or designee and the Human Resources department the appropriate documentation certifying educational attainment or certification level no later than May 15 and November 15 to receive payment for the previous 6 months. Failure to furnish the required documentation will result in no payment for the payment period.

ARTICLE XXIV

INSURANCE

SECTION 1. The City will make available group medical insurance including dental coverage to all full-time employees. If the total monthly premium for medical insurance does not exceed $467 for individual coverage and $1,050 for family coverage, the City will pay 100% of the cost for individual plans and 75% of the cost for family plans. If the total monthly premiums exceed these amounts, the increased cost will be paid by the employee. Provided, however, that the cost to the employee will not increase by more than 5% of the total premium cost in any calendar year.

The City may opt to provide medical coverage through a self-insurance plan, risk management plan, or health benefit plan; all of which shall be considered medical insurance for the purpose of this policy. The plan will include an annual wellness exam for the employee at no additional cost to the employee.

SECTION 2. A person may not be covered more than once in the City sponsored medical insurance, meaning that a spouse or dependent who also is employed by the City cannot be both a primary beneficiary and dependent beneficiary at the same time nor can a person be covered as a dependent by more than one city employee.

SECTION 3. No change in insurance deductibles or basic benefits of any insurance coverage shall be made without first notifying the FOP in writing thirty (30) days before the increase; allowing the FOP fifteen (15) days within the 30-day period to meet with the City in regard to the increase.

SECTION 4. The City shall continue to maintain the Dental Plan which the FOP agrees to accept. The City agrees to contact the FOP in writing thirty (30) days before officially implementing a new Dental Plan.

SECTION 5. The City shall pay the full cost of maintaining a $25,000 life insurance policy with ADED provisions for each officer.

SECTION 6. The City shall provide legal protection and representation for all officers against any legal action taken against them while performing duties within the scope of their authority and department policy.

SECTION 7. If an officer shall be killed in the line of duty, the City shall pay 100% of the cost of health insurance until death, remarriage, or eligibility for Medicare for the surviving spouse, and for the officer's dependent children until they are no longer dependent or until age 26, whichever occurs first. Additionally, the City shall pay the surviving spouse a lump sum that is equivalent to the officer's annual salary. If such officer has no surviving spouse, but has children, said sum shall be paid to the officer's children.

ARTICLE XXV

AMMUNITION

SECTION 1. The Employer shall provide all ammunition which is needed for on-duty department use and said ammunition shall be of high quality.

SECTION 2. Practice ammunition shall be furnished by the Employer at the rate of one box of .40 caliber ammunition which is distributed at the range. The above is in addition to quarterly qualification.

ARTICLE XXVI

PRE-RETIREMENT PLANNING

SECTION 1. The Employer shall provide a pre-retirement advisory program covering benefits and rights of retired employees. Those employees who are contemplating retirement may request this program.

ARTICLE XXVII

SEVERABILITY

SECTION 1. The City of North Little Rock, the Police Department and the FOP acknowledge that the provisions of this agreement shall not be inconsistent with Civil Service Commission Rules and Regulations, State and Federal Laws, and the Consent Decree, as long as the Police Department is bound to the guidelines of the Decree. In the event any article, section, or portion of this Statement of Agreement should be held invalid by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically held invalid in the court's decision; and upon issuance of such a decision, the City, the Police Department and the FOP agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof, provided funds are available.

ARTICLE XXVIII

DURATION

SECTION 1. The City of North Little Rock, the Police Department and the FOP acknowledge that during the negotiations which result in this Statement of Agreement each has had the unrestricted right and opportunity to present demands and proposals with respect to any subject matter in this agreement; thereof, the City of North Little Rock, the Police Department and the FOP freely agree that during the period of this agreement neither party shall be obligated to reopen negotiations, except in the manner specified herein.

SECTION 2. Unless stated otherwise herein, the provisions of this agreement shall go into effect on January 1, 2021, and shall continue in effect through December 31, 2022, and, unless stated otherwise herein, shall thereafter automatically be renewed from year to year unless either party shall notify the other in writing at least sixty (60) days prior to any such expiration date that it desires to terminate or modify the terms thereof.

ARTICLE XXIX

AGREEMENT

The parties below have affixed their signatures on this _____ day of _____, 2020, to place into effect the provisions of this Statement of Agreement. The effective date of this Statement of Agreement shall be January 1, 2021.

CITY OF NORTH LITTLE ROCK

_____
Joe A. Smith, Mayor

ATTEST:

_____
Diane Whitbey, City Clerk

_____
Police Chief

FRATERNAL ORDER OF POLICE LODGE #5 (FOP)

_____
President

_____
Vice President

_____
Contract Committee Chairman

ATTACHMENT A

Pay Scale for Police Officers
Effective January 2, 2021

	Tenure	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Step 1	Entry	$41,412	$3,451.00	$1,592.77	$19.90
Step 2	After 1 year	$44,000	$3,666.67	$1,692.31	$21.15
Step 3	After 3 years	$49,435	$4,119.58	$1,901.35	$23.77
Step 4	After 5 years	$52,309	$4,359.08	$2,011.88	$25.15
Step 5	After 7 years	$54,457	$4,538.08	$2,094.50	$26.18
Step 6	After 9 years	$62,263	$5,188.58	$2,394.73	$29.93

Pay Scale for Police Officers
effective January 1, 2022

	Tenure	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Step 1	Entry	$42,240	$3,520.00	$1,624.62	$20.31
Step 2	After 1 year	$44,880	$3,740.00	$1,726.15	$21.58
Step 3	After 2 years	$50,423	$4,201.92	$1,939.35	$24.24
Step 4	After 3 years	$53,355	$4,446.25	$2,052.12	$25.65
Step 5	After 5 years	$55,546	$4,628.83	$2,136.38	$26.70
Step 6	After 8 years	$63,508	$5,292.33	$2,442.62	$30.53