R-15-162

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 drafted 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 (FOP); 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SECTION 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.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

Mayor Joe A. Smith

ATTEST:

_____
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED 11:43 A.M. _____ P.M.

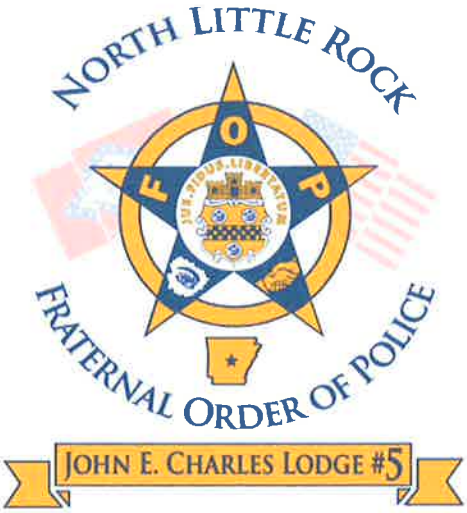
By City Atty Jason Carter

DATE 11-17-15

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

RECEIVED BY RA by/b

EXHIBIT
"A"



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

Rev. 11/2015

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 AND ARBITRATION 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 arbitration before an arbitrator agreed upon by the parties. If the parties cannot agree upon an arbitrator within ten (10) working days, then upon request of either party, the Federal Mediation and Conciliation Service shall submit a panel of seven (7) arbitrators 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. Any award or decision of the arbitrator, in addition to granting such other relief as the arbitrator may deem proper, may contain provisions commanding or restraining acts and/or conduct on behalf of either party. If either party shall default in appearing before the arbitrator, the arbitrator is empowered nevertheless to take the proof of the party appearing and tender an award thereof. Any decision of the arbitrator shall be final and binding and shall be enforceable by appropriate court proceedings. The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the provisions of this agreement. The cost of the arbitrator 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 arbitrability of 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 arbitration; 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 Police Headquarters, 200 West Pershing, North Little Rock, Arkansas, a physical fitness area for the use of the employees. Such area shall be of a sufficient nature to allow serious health training and shall contain not less than $1,500.00 worth of weight training equipment.

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 XXV 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 XII of this contract, as long as the City paid medical insurance for employees provides for the same examination free of charge.

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 now existing or benefits established 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. A step in grade entitled "OFFICER FIRST CLASS" (OFC) shall be implemented. In order for officers to qualify they must meet the following criteria:

a) Achieve a minimum of fifteen (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 the twelve (12) months immediately preceding their 15th anniversary date.

This compensation shall be effective with the officer's 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. All employees shall be granted fifteen (15) annual vacation leave days after successfully completing the one-year probationary period.

SECTION 2. All employees who have completed fifteen (15) years of service shall be granted five (5) additional annual vacation leave days.

SECTION 3. All employees shall be allowed to accumulate unused annual vacation leave up to the maximum of forty (40) days to be carried over from year to year.

SECTION 4. All employees who are separated from the employment of the Police Department by reason of resignation, death, retirement or discharge shall receive payment for unused accumulated vacation leave at the regular rate of pay in effect at the time of separation from service.

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 pay for each of the eleven (11) days. Such payment shall be in addition to the employee's regular wages.

SECTION 2. All employees covered by this agreement shall receive Holiday pay benefits in one "lump sum" payment to be issued on the first December odd pay period but no later than December 14.

SECTION 3. All employees with two (2) to five (5) years continuous service on January 1 shall be granted sixteen (16) discretionary hours off per year.

SECTION 4. All employees who have 5 to 10 years of continuous service on January 1 shall be granted 32 discretionary hours off per year.

SECTION 5. All employees who have from ten (10) to fifteen (15) years of continuous service on January 1 shall be granted forty (40) discretionary hours off per year.

SECTION 6. All employees with fifteen (15) years or more of continuous service on January 1 shall be granted forty-eight (48) discretionary hours off per year.

ARTICLE XVII

SICK LEAVE AND ON-JOB INJURY

SECTION 1. All permanent employees shall be entitled to paid sick leave. Sick leave shall be accrued at the rate of twenty (20) days per year. Sick leave may be used in increments of not less than two (2) hours. First year employees (probationary employees) shall be allowed three (3) sick days during the first year of employment.

SECTION 2. All employees shall be allowed to accumulate unused sick leave hours without a limit on the local accumulation of annual sick leave.

SECTION 3. 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 4. All employees who retire or resign after completing ten (10) years of service with the Police Department shall be paid for unused sick leave. Payments for unused sick leave shall be at regular rate of pay in effect at the time of retirement and the number of days shall not exceed sixty (60) days (3 months pay), in accordance with State Law. Beginning July 1, 1992 all officers who retire after being given credit for twenty (20) years shall be paid up to ninety (90) days accumulated sick leave. After July 1, 1992 officers who resign with 10-20 years employment shall be paid for maximum of forty (40) days accumulated sick leave.

SECTION 5. Up to five (5) days of paid sick leave per year may be used for care of the illness of a member of the immediate family as defined in Article XX, Section 1. Up to five (5) days of paid sick leave per year may be carried over to be used in the event of a serious illness of a child, spouse or parent.

SECTION 6. 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 7. 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 8. 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 7 of this Article for any subsequent sick leave absence occurring within ninety (90) days after the seventh (7th) sick leave absence.

SECTION 9. 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 10. Injured-on-duty leave shall not exceed one hundred four (104) full weeks and will not be charged against accumulated sick leave.

SECTION 11. 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 of all ranks 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.* The City of North Little Rock and the Chief of Police agree to pay time and one-half for all authorized overtime (excluding approved compensatory time). Overtime compensation shall be paid to all non-salaried employees for work rendered in connection with special events (e.g. parades, festivals, concerts) and emergency situations (e.g. chemical spills, natural disasters). All overtime payments shall be authorized by the Chief of Police, and his discretion to pay overtime shall not be limited by the situations delineated hereinabove.

(i) From date of execution of this agreement until January 1, 2008 (unless otherwise agreed upon in writing by the parties hereto), holidays, vacation and compensatory time shall be included in determining hours worked per work period and sick leave shall not be included when determining hours worked per week.

(ii) At all times other than those listed in (i) above, holidays, vacation, sick leave, and compensatory time shall not be included in determining hours worked per work period.

(b) *Compensatory Time.* In accordance with 29 U.S.C. Section 207 (o) the parties hereto agree, that in all overtime situations not enumerated in subsection (a) above, the City of North Little Rock and the Chief of Police shall pay compensatory time at the rate of one and one-half hours for each hour of employment for which overtime compensation is required. For the purposes of compensatory time accrual only, vacation and compensatory time will be counted as hours worked.

(c) *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).

(d) *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 2. All employees who are subpoenaed or are required to appear in the Municipal Traffic or Criminal Courts, State Circuit Court, Juvenile Court, Federal District Court, Civil Court, Chancery Court, North Little Rock Civil Service Hearing and Grand Jury appearances or appears as a witness in direct association with their duties as law enforcement officers for the City of North Little Rock shall be paid a minimum of 3 hours court time, at their regular rate of pay, provided that the employee is off duty and has to make a special trip to and from the Court appearance location. Comp time may be

taken in lieu of pay at the discretion of the employee. "Exceptions to this policy shall be employees who are subpoenaed or required to appear in Court immediately before or after his/her tour of duty for which the officer shall receive pay, at his/her regular rate, for the amount of time actually spent in court." An employee who makes an off-duty felony arrest shall receive a minimum credit of two (2) hours of work or the actual amount of hours required, whichever is the greater, computed at time and one-half (1 ½). The term "off-duty felony arrest" shall not include an arrest made while privately employed in a law enforcement capacity.

ARTICLE XX

LEAVES OF ABSENCE

SECTION 1. Death in family:

(a) Emergency 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 emergency 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) All time off under Section 1 of this article 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 VEHILCES

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 within a thirty-five (35) mile radius of the North Little Rock Police Headquarters, 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;
b) The officer reimburses the City for the use of the vehicle for any purpose other than official city business at a rate of forty cents ($0.40) per mile; and
c) The officer otherwise complies with the policies and directives of the North Little Rock Police Department.

SECTION 3. When calculating reimbursement required under subsection (b) of Section 2 above, necessary per-mile cost of reimbursement shall be re-calculated by the North Little Rock Police Finance Department on a semi-annual basis to accurately reflect the true cost of operation of the vehicle.

SECTION 4. When reimbursement is required for the use of a city-owned vehicle based upon commuting, it shall be based upon the distance from the permanent residence of the officer to the North Little Rock Police Department Headquarters.

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. The Chief will issue a general order and attach to this Contract.

SECTION 2. The employer shall implement an Educational Incentive Pay Program for all sworn officers who are entitled to receive such pay.

SECTION 3. Educational Incentive Pay shall be paid at the rate of $1.44 per month for each credit hour of approved accredited college education, up to a maximum of $172.00 per month to all permanent employees who are enrolled and are attending courses at an accredited college or university and are pursuing a degree in criminal justice or a law enforcement related field.

SECTION 4. All permanent employees who have attained an Associate Degree in Criminal Justice or law enforcement related field shall be eligible to receive permanent Education Incentive Pay in the amount of $72.00 per month, effective with the December 2005 payment.

SECTION 5. All permanent employees who have attained a Baccalaureate Degree in Criminal Justice or a law enforcement related field shall receive a permanent Educational Incentive Pay in the amount of $144.00 per month, effective with the December 2005 payment.

SECTION 6. To be eligible for Educational Incentive Pay, a permanent employee shall furnish documentation of college enrollment and satisfactory completion of accredited college hours or the Certificate of Degrees to the Chief of Police or his designee and the Personnel Department of the City of North Little Rock. Documents shall be provided by May 15 of each calendar year. Payments shall be made every six (6) months, on June 1 and December 1. The employer shall not be liable for such pay if documents are not furnished.

SECTION 7. Notwithstanding any Section of this Article, employees may elect, at their discretion, to receive minimum standards certification pay in lieu of Educational Incentive Pay. Any employee desiring to receive minimum standards certification pay shall notify the Chief of Police. No such pay shall be owed to an employee prior to such notification.

An employee with a General Certificate and three (3) additional accredited college hours shall be entitled to $36.00 per month. An employee with an Intermediate Certificate and 6 additional accredited college hours shall be entitled to $72.00 per month. An employee with an Advanced Certificate shall be entitled to $108.00 per month. An employee with a Senior Certificate shall be entitled to $144.00 per month. Payments shall be made every 6 months, in June and December, and said payments shall become effective with the December 2005 payment.

Those employees having received General and Intermediate Certificate on or before June 29, 1984, without the required college hours, shall be treated and receive the corresponding rates of pay during the term of this agreement as specified in paragraphs one and two of Section 7 as set out hereinabove.

ARTICLE XXIV

INSURANCE

SECTION 1. The City agrees to pay the full cost of providing medical insurance premiums for each officer. The City also agrees to pay 75% of the cost of providing dependent medical insurance premiums, subject to the limitations indicated in Resolution 3732.

SECTION 2. Basic benefits provided under coverage for each employee and their dependents shall not be reduced during the term of this agreement.

SECTION 3. Insurance deductibles of cost of any insurance coverage shall not be increased 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 maintain 100% of the cost of health insurance until death or remarriage for the surviving spouse, as well as for the officer's dependent children until they are no longer dependent. 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

SAFTEY COMMITTEE

SECTION 1. The Employer and the FOP agree to cooperate to the fullest extent in the promotion of safety.

SECTION 2. Three (3) employees representing the Employer, shall comprise the Safety Committee. The committee shall develop reasonable safety criteria, subject to review and approval of the Police Chief.

SECTION 3. The Safety Committee shall meet monthly and at such other times deemed necessary by the Police Chief and the FOP.

SECTION 4. The committee members shall also be granted time off with pay to conduct investigations of safety and health problems as deemed necessary by the Police Chief.

SECTION 5. All recommendations and reports from the Safety Committee members shall be in writing and copies submitted to the Employer and the FOP. The Employer shall consider reports and recommendations and notify the Safety Committee and FOP, in writing, of the action taken on said recommendation within five (5) working days.

ARTICLE XXVI

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 XXVII

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 XXVIII

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 XIX

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.