

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN AMENDMENT TO 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, pursuant to Resolution No. 10987, adopted by the North Little Rock City Council on December 23, 2024, City, the Chief of the North Little Rock Police Department ("NLRPD"), and the Fraternal Order of Police, John E. Charles Lodge No. 5 ("FOP") entered into a Statement of Agreement effective January 1, 2025 through December 31, 2026; and

WHEREAS, the parties desire to amend the overtime provisions of the Agreement to reflect previous practices and policies that were not incorporated into the Statement of Agreement.

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

SECTION 1: That the Amendment to Statement of Agreement between the City of North Little Rock and the FOP ("Amendment") (substantially similar to Exhibit A attached hereto) is hereby accepted and approved.

SECTION 2: That payments of the overtime amounts set forth in the Amendment that were previously made pursuant to internal policies and practices of the NLRPD are hereby ratified.

SECTION 3: That payment of backpay for overtime amounts due pursuant to the terms of this Amendment beginning February 14, 2026 is hereby authorized.

SECTION 4: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval contingent upon the signing of the Amendment to 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 Terry C. Hartwick

SPONSOR:

TERRY C. Hartwick
Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields
Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/ABF

FILED	10:45	A.M.	_____	P.M.
By	A. Fields			
DATE	4-7-24			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	S. Hsery			

Amendment to STATEMENT OF AGREEMENT

**Between
CITY OF NORTH LITTLE ROCK, ARKANSAS
And The
FRATERNAL ORDER OF POLICE
JOHN E. CHARLES, LODGE #5**

This **Amendment to Statement of Agreement** is made and entered into this ____ day of _____, 2026, by and between the City of North Little Rock, Arkansas ("City"), a municipal corporation organized and existing under the laws of the State of Arkansas, and the Fraternal Order of Police, John E. Charles, Lodge #5 ("FOP").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, pursuant to Resolution No. 10987, adopted by the North Little Rock City Council on December 23, 2024, City, the Chief of the North Little Rock Police Department ("NLRPD"), and the FOP entered into a Statement of Agreement effective January 1, 2025 through December 31, 2026; and

WHEREAS, the parties desire to amend the overtime provisions of the Agreement to reflect previous practices and policies that were not incorporated into the Statement of Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

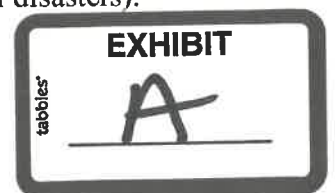
1. **Amendment to Article XIX – Overtime Compensation.** Article XIX – Overtime Compensation, Section 1 - is hereby amended as follows:

SECTION 1.

(a) **Overtime Compensation.** Employees will be compensated at the employee's overtime rate for all authorized hours worked in excess of 40 hours during a pay week. For the purposes of determining hours worked for overtime, holidays, vacation, personal leave 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.
- (e) **Call Out.** In the event an employee is required by the Department to report to work outside of their normal tour of duty, they will be compensated a minimum of 2 hours overtime pay or the actual amount of hours required, whichever is greater, paid at the employee's overtime rate. If this 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.
- (f) **Field Training Program.** Field Training Officers will be compensated at the rate of 2 hours of overtime or 3 hours of compensatory time per 8 hour shift or 2.5 hours of overtime or 3.75 hours of compensatory time per 10 hour shift when assigned an Officer in Training.

2. All other provisions of the original Statement of Agreement entered into by and between the City of North Little Rock, Arkansas, and FOP shall remain in full force and effect.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Statement of Agreement as of the day and year first above written.

CITY OF NORTH LITTLE ROCK

**FRATERNAL ORDER OF POLICE
LODGE #5**

Terry C. Hartwick, Mayor

President

ATTEST:

Vice President

Diane Whitbey, City Clerk

Contract Committee Chairman

Police Chief