R-22- 238

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A STATEMENT OF AGREEMENT BETWEEN THE CITY OF NORTH LITTLE ROCK AND THE NORTH LITTLE ROCK POLICE DEPARTMENT SUPERVISORS ASSOCIATION; 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 North Little Rock Police Department Supervisors Association (see Summary of Changes attached hereto as Exhibit A); and

WHEREAS, this agreement will promote the mutual interests of the City of North Little Rock, the North Little Rock Police Department and the Supervisors Association and will provide for the operations of the Police Department's functions under methods which will further the efficient operation of the Police Department, the City and the Supervisors Association.

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 North Little Rock Police Department Supervisors Association (substantially similar to Exhibit B 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SECTION 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.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 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 North Little Rock Police Department Supervisors Association.

PASSED: APPROVED:

_____ _____

Mayor Terry C. Hartwick

SPONSOR: ATTEST:

Terry C. Hartwick

Mayor Terry C. Hartwick By AT Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE NLR FINANCE DEPARTMENT/FORMATTED BY THE OFFICE OF THE CITY ATTORNEY

FILED 11:35 A.M. _____ P.M.

By A. Fields

DATE 11-8-22

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

RECEIVED BY S. Lissery

Exhibit A

City of North Little Rock
SA
Contract Negotiation

Article XIV Annual Vacation Leave (Page 10)

Current

Section 2: Resolution 10178 amends this section to read:
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
From 2021 to 2022	480 hours
From 2022 to 2023	440 hours
From 2023 to 2024	400 hours
From 2024 to 2025	360 hours
From 2025 to 2026 and after	320 hours

Proposal: Update to remove years that have passed.

From 2022 to 2023	440 hours
From 2023 to 2024	400 hours
From 2024 to 2025	360 hours

Article XVII Longevity Bonus (Page 12)

Current

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.

Proposal: Employees will receive a longevity bonus of ten dollars and 00/100 ($10.00) per month for each year of service beginning on their ten (10) year anniversary. Employees hired prior to January 1, 2023 with at least one (1) year of service but less than ten (10) years of service will receive Five & 85/100 dollars ($5.85) per month for each year of service beginning on their one (1) year anniversary. Employees will be responsible for submitting a request for the longevity increase on their ten (10) year anniversary to the department payroll coordinator. Employees hired after January 1, 2023 will not receive longevity until their ten (10) year anniversary at the rate stated above. Payments of such will be made every six (6) months in June and December.

Article XXI Uniforms (Page 14)

Proposal: Increase clothing allowance from $800 per year to $1,100.

Article XXI Police Vehicles (Page 14)

Current

If an officer lives within 10 miles of outside of the Pulaski County line but no further than 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:

(3) the officer will reimburse the city at a rate of $100 per month

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

Proposal: Change North Little Rock Police and Courts Building to the North Little Rock Justice Center.

(3) Change $100 per month to $150 per month through a payroll deduction of $75 a pay period 24 times a year.

(4) remove

Article XXIII Bi-Lingual Pay (Page 16)

Proposal:

SECTION 1. The City of North Little Rock, the Police Department and the SA recognize that bilingual speaking language skills are an essential element to establishing good service and providing meaningful access to, or an understanding of important rights, obligations and services which are available to the citizens of North Little Rock.

SECTION 2. To be eligible Supervisors must meet the following criteria:

1. The Supervisor must be certified in a foreign language and/or American Sign Language. Proof of certification must be provided to the Human Resources Department.
2. The Supervisor must be able to communicate proficiently in English.

SECTION 3. Supervisors who are deemed certified will be compensated $3,000 per year paid at the rate of $125 over 24 pay periods.

SECTION 4. Certified Supervisors receiving the bilingual pay are expected to serve as a translator as the need arises for the NLRPD, may be required to report to work during non-scheduled work hours, and may be expected to work during period of a City emergency for response and recovery efforts.

Article XXIV Insurance (Page 17)

Current

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 children, said sum shall be paid to the officer's children.

Proposal:

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 dependent children as stated above in this section, said sum shall be paid to the officer's dependent children.

Article XXVIII Severability (Page 18)

Current

The City of North Little Rock, the Police Department and the SA 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.

Proposal:

The City of North Little Rock, the Police Department and the SA acknowledge that the provisions of this agreement shall not be inconsistent with Civil Service Commission Rules and Regulations and State and Federal Laws.

Article XXVIII Duration (Page 18)

Current

Effective from 1/1/21 through 12/31/22

Proposal:

Effective from 1/1/23 through 12/31/24

Article XXIX Agreement (Page 19)

Change the effective date

Attachment A Pay Scale (Page 20)

New Scales Effective 1/7/23
Effective 1/6/24

ATTACHMENT A

Pay Scale for Police Supervisors
Effective January 7, 2023

	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Sergeant	$80,800	$6,733.33	$3,107.69	$38.85
Lieutenant	$88,800	$7,400.00	$3,415.38	$42.69
Captain	$98,800	$8,233.33	$3,800.00	$47.50

Pay Scale for Police Supervisors
Effective January 6, 2024

	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Sergeant	$83,224	$6,935.33	$3,200.92	$40.01
Lieutenant	$91,464	$7,622.00	$3,517.85	$43.97
Captain	$101,764	$8,480.33	$3,914.00	$48.93

STATEMENT OF AGREEMENT
of the
NORTH LITTLE ROCK
SUPERVISORS ASSOCIATION

STATEMENT OF AGREEMENT

ARTICLE I

PREAMBLE

The City of North Little Rock, hereinafter referred to as "the City", the Chief of Police, hereinafter referred to as "the Chief of Police", and the North Little Rock Police Department Supervisors Association, hereinafter referred to as "the SA", 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 the SA, 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 and the SA 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 Supervisors 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 SA, as representative for all Supervisors below the rank of Chief of Police, is to:

a) Establish fair and reasonable wages, benefits, grievance procedures, and other conditions of employment for the Supervisors 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

RECOGNITION

The City, the Mayor and the Chief of Police recognize the SA as the exclusive authorized representative for all sworn commissioned law enforcement officers holding the rank of Sergeant, Lieutenant, or Captain, employed by the North Little Rock Police Department. Such officers shall be hereinafter referred to as "Supervisors".

ARTICLE IV

DEFINITIONS

SECTION 1. The SA is an organization within the North Little Rock Police Department that represents all North Little Rock Department Supervisors.

SECTION 2. Supervisors shall all be sworn North Little Rock Police Department officers of the rank of Sergeant, Lieutenant and Captain.

SECTION 3. The SA Advisory Board shall consist of four (4) members as follows: one (1) Sergeant, one (1) Lieutenant, one (1) Captain, and a chairman of any supervisory rank. All advisory board members shall be elected by a majority vote for the voting members of that rank. The chairman will be elected at large by a majority vote of the voting members.

SECTION 4. 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 5. 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 6. 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 V

STRIKES AND SLOWDOWNS

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

SECTION 2. In the event that any Supervisor engages in a strike, the SA agrees that the Chairman shall issue a written statement, directed to the striking Supervisor, advising them that the strike may be illegal and is unauthorized and will direct the striking Supervisor to return to work and cease any action that will adversely affect the operation of the Police Department.

SECTION 3. In the event that any Supervisor engages in a strike or other interference with the Police Department operations, such Supervisor 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 Supervisor from their obligation under the provisions of this article.

ARTICLE VI

NON-DISCRIMATION

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

SECTION 2. The City and the SA agree that no Supervisor will be interfered with or discriminated against concerning any term or condition of employment by virtue of membership or non-membership in the SA, 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 greatest possible respect.

ARTICLE VIII

MANAGEMENT RIGHTS AND DUTIES

SECTION 1. The City 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 Supervisors; and to discipline, suspend or discharge Supervisors 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 Chief of Police 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 the Supervisors, the quality standards that are required, attendance and conduct of the Supervisors and any other matter so long as such rules and regulations are not in conflict with this agreement. The Chief of Police 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 Supervisors, 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, Chief of Police and the SA 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 VII

DISCIPLINE AND DISCHARGE

SECTION I. The City, the Chief of Police and the SA agree to adhere to the procedures listed in the Civil Service Commission Rules and Regulations concerning Disciplinary Action and Rights of Appeal resulting from a Supervisor being accused of or having been deemed guilty of violating Civil Service Rules and Regulations, Police Department Rules and Regulations, City Ordinances, State and Federal Laws.

ARTICLEX

GRIEVANCE PROCEDURE

SECTION I. 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, a Supervisor and/or a member of the SA Advisory Board shall first report and discuss the grievance with the Supervisor's Division or Unit Commander within ten (10) working days of the Supervisor having 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. The Division or Unit Commander will orally counsel or notify the Supervisor and/or the SA representative of his/her decision within at least three (3) calendar days. It is desirable by both parties that the majority of grievances should be resolved at this level.

STEP 2: In the event that the answer of the Division or Unit Commander is not satisfactory to the SA, the SA Chairman shall notify the Chief of Police of the unresolved grievance and make a written request to schedule a STEP 2 Meeting concerning the grievance. The Chief of Police shall schedule STEP 2 meeting within seven (7) calendar days after receiving a written request. The meeting shall be chaired by the Chief of Police, and he may designate other representative of the Police Department or City to attend. The SA's STEP 2 grievance committee shall consist of the SA Chairman, the aggrieved Supervisor's SA representative, and the aggrieved Supervisor. After reviewing the grievance, the Chief of Police will notify the SA Chairman of his decision in writing within ten (10) calendar days of the STEP 2 meeting. If the SA does not wish to further pursue the grievance further, it shall notify the Chief of Police.

STEP 3: In the event that the answer is not satisfactory to the SA, the SA Chairman shall notify the Mayor of the unresolved grievance and make a written request to schedule a STEP 3 Meeting concerning the grievance. The Mayor shall schedule a STEP 3 Meeting within seven (7) calendar days after receiving a written request. The meeting will be chaired by the Mayor, and he may designate another representative of the City to attend. The SA's STEP 3 Grievance Committee shall consist of the SA Chairman, the aggrieved Supervisor's SA representative, and the aggrieved Supervisor. After reviewing the grievance the Mayor will notify the SA Chairman of his decision in writing within ten (10) calendar days of the STEP 3 Meeting date. If the SA 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 SA. 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. The parties agree to negotiate in good faith and fully engage in the mediation process. The cost of the mediator shall be borne equally by the parties hereto.

ARTICLE XI

HEALTH AND SAFETY

SECTION 1. The City, the Police Department, and the SA recognize the fact that in addition to physical fitness and health, it is of the utmost importance that a Supervisor 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 Supervisor's choice.

SECTION 2. The City will provide an annual physical examination to all Supervisors either separately or through the medical insurance plan provided for in Article XXIII. The examination will be of a thorough and complete nature and will be administered by a qualified physician at an approved medical facility, diagnostic clinic or hospital. Information obtained from the examination will be of a confidential nature between physician and the Supervisor and will not be released, without waiver, to any city official. Such exam shall be conducted within the minimum following guidelines:

a) MEDICAL HISTORY: The history examination will include the chief complaint, the 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.

b) PHYSICAL EXAMS: 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.

c) LABORATORY STUDIES: Laboratory studies will include: urinalysis, fasting blood sugar and blood sugar obtained 2 hours after the ingestion of 100 grams of glucose. The lipid profile will include total cholesterol, high density cholesterol, and triglyceride level, complete blood count, and sedimentation rate.

SECTION 3. 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 defined as the time from the date of hire to the present.

SECTION 2. "Time in grade" is defined as the time from the date of promotion to the current rank to the present time.

SECTION 3. In the event seniority becomes a factor between two or more persons of the same rank, then time in grade shall prevail.

SECTION 4. 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) Layoff of two or more years.

ARTICLE XII

CONSUMER PRICE INDEX

SECTION 1. The City, the Police Department, and the SA agree that for the purpose of establishing a recognized cost of living index, the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index, published in the Southwest Statistical Summary for Region 6-Dallas-Fort Worth, will be used as the recognized authority.

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.

ARTICLE XIV

ANNUAL VACATION LEAVE AND SEPARATION

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.

SECTION 2. Supervisors 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 3. Supervisors are allowed to accumulate and carry forward hours of vacation leave from one year to the next with the following limits:

From 2022 to 2023	440 hours
From 2023 to 2024	400 hours
From 2024 to 2025	360 hours

SECTION 4. All Supervisors 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 of service.

ARTICLE XV

HOLIDAYS AND DISCRETIONARY TIME

SECTION 1. Supervisors shall be paid for eleven (11) holidays each year, 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 Supervisor's regular wages.

SECTION 2. All Supervisors shall receive holiday pay benefits in one "lump sum" payment to be issued prior to December 14th for the 12 months ending November 30.

SECTION 3. All Supervisors with from five (5) to ten (10) years of continuous

services as of January 1 shall be granted thirty-two (32) discretionary hours per year.

SECTION 4. All Supervisors with from ten (10) to fifteen (15) years of continuous services as of January 1 shall be granted forty (40) discretionary hours per year.

SECTION 5. All Supervisors with from fifteen (15) or more years of continuous services as of January 1 shall be granted forty-eight (48) discretionary hours per year.

SECTION 6. 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 XVI

SICK LEAVE AND ON-JOB INJURY

SECTION 1. Supervisors will be granted 160 hours of paid sick leave per year accrued biweekly with the established pay periods. The Family Medical Leave Act may apply to sick leave usage. Sick leave may be used in increments of not less than two (2) hours.

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

SECTION 3. All Supervisors who resign with at least ten (10) but less than twenty (20) years of service shall be paid up to 320 hours accumulated sick leave.

SECTION 4. All Supervisors who retire by disability with at least ten (10) but less than twenty (20) years of service shall be paid up to 480 hours accumulated sick leave.

SECTION 5. All Supervisors who retire after being credited with twenty (20) years of service shall be paid up to 720 hours accumulated sick leave

SECTION 6. All sick leave pay will be paid at the daily rate of pay in effect at the time of retirement or discharge.

SECTION 7. Up to 40 hours of paid sick leave per year may be used for the care of an ill member of the Supervisor's immediate family, immediate family being as defined in Article XIX, Section 1. Forty hours of unused sickness in family leave may be carried forward from one year to the next not to exceed a total accumulation of 80 hours.

SECTION 8. Sick leave may be used by the Supervisor for medical, dental, optical or psychological examinations.

SECTION 9. When a Supervisor is absent on sick leave for more than three (3) consecutive days, he/she will be required to furnish a written statement from a medical

doctor documenting the Supervisor's inability to work and when the Supervisor will be allowed to return to work. During an extended illness, it is the responsibility of that Supervisor to ensure that his/her immediate supervisor is informed and kept current of his/her status.

SECTION 10. When the pattern of a Supervisor's sick leave use indicates abuse, the Chief of Police or his designated representative shall have the option of requiring the Supervisor to have a medical fitness for duty examination at an approved medical facility. Abuse shall be defined as more than seven (7) non-continuous sick leave absences without a doctor's statement during a twelve (12) month period. The examination, if required, shall be done while the Supervisor is on duty and the cost of said examination shall be paid by the employer. The Supervisor may also be required to obtain a doctor's statement for any subsequent sick leave absence occurring within ninety (90) days after the seventh (7th) sick leave absence.

SECTION 11. A Supervisor 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, shall be credited to the City. A physician's statement verifying the Supervisor's inability to perform their assigned duties may be required. Further verification shall be provided as requested by the employer or by the insurance carrier.

SECTION 12. Injured-on-duty leave shall not exceed one hundred four (104) full weeks and will not be charged against the Supervisor's accumulated sick leave. Sick leave may not be used for job-related injury or illness. The Supervisor's Association and the City recognize that under our current worker' compensation policy the potential exists for abuse. The City and Supervisor's Association agree to work together in good faith for a solution. The solution will not become effective until it becomes effective for all city employees.

ARTICLE XVII

LONGEVITY BONUS

SECTION 1. Supervisors will receive a longevity bonus of ten dollars and 00/100 ($10.00) per month for each year of service beginning on their ten (10) year anniversary. Employees hired prior to January 1, 2023 with at least one (1) year of service but less than ten (10) years of service will receive Five & 85/100 dollars ($5.85) per month for each year of service beginning on their one (1) year anniversary. Employees will be responsible for submitting a request for the longevity increase on their ten (10) year anniversary to the department payroll coordinator. Employees hired after January 1, 2023 will not receive longevity until their ten (10) year anniversary at the rate stated above. Payments of such will be made every six (6) months in June and December.

SECTION 2. Upon retirement after twenty (20) or more years of service to the department, the City shall provide the Supervisor with his/her current duty weapon. Such weapon will be presented to the Supervisor in a suitable hardwood presentation case with a glass top, bearing an engraved plate declaring the Supervisor's name, years of duty, etc.

ARTICLE XVIII

OVERTIME COMPENSATION

SECTION 1. (a) *Overtime Compensation.* Supervisors will be compensated at the employee's overtime rate for all authorized hours worked in excess of 40 during a pay week. For determining overtime hours, vacation, compensatory time, and personal leave time taken will be counted as hours worked. A supervisor'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 supervisors for authorized overtime hours worked in connection with special events (e.g. parades, festivals, concerts) and emergency situations (e.g. chemical spills, natural disasters).

A supervisor 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. Supervisors 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 a supervisor 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.

SECTION 2. Compensatory Time Option. An employee may elect, with management 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 XIX

BEREAVEMENT LEAVE

SECTION 1. Up to five (5) days of bereavement leave with pay may be granted for a death in the immediate family of the Supervisor. Immediate family shall include spouse, children, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, and living under the same roof as the Supervisor, any relative or relative by marriage.

The emergency leave herein provided for, applies only if the family death require time off from regularly scheduled duty, and it does not contemplate nor grant an accrual of other permissible leave.

All time off under this article shall not be deducted from the Supervisor's accumulated sick leave.

ARTICLEXX

UNIFORMS

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

SECTION 2. Each officer is to receive a clothing allowance, Eleven hundred and 00/100 ($1,100) per year, available by February 1 of each year.

ARTICLE XXI

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 I 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 Justice Center, 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 ($150) per month via a payroll deduction of $75 per pay period, over 24 pay periods.

ARTICLE XXII

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. Supervisors 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. Supervisors 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, supervisors 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, supervisors 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 supervisors 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, a supervisors 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. A supervisor 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.

SECTION 8. 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 XXIII

BI-LINGUAL PAY

SECTION 1. The City of North Little Rock, the Police Department and the SA recognize that bilingual speaking language skills are an essential element to establishing good service and providing meaningful access to, or an understanding of important rights, obligations and services which are available to the citizens of North Little Rock.

SECTION 2. To be eligible Supervisors must meet the following criteria:

1. The Supervisor must be certified in a foreign language and/or American Sign Language. Proof of certification must be provided to the Human Resources Department.
2. The Supervisor must be able to communicate proficiently in English.

SECTION 3. Supervisors who are deemed certified will be compensated $3,000 per year paid at the rate of $125 over 24 pay periods.

SECTION 4. Certified Supervisors receiving the bilingual pay are expected to serve as a translator as the need arises for the NLRPD, may be required to report to work during non-scheduled work hours, and may be expected to work during period of a City emergency for response and recovery efforts.

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

SECTION 4. 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 5. 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 dependent children as stated above in this section, said sum shall be paid to the officer's dependent children.

ARTICLEXXV

DUES DEDUCTION

SECTION 1. The City shall provide payroll deduction of SA membership dues upon official written request of the SA Chairman to the City Finance Director. The City shall deduct the amount specified by the SA from the bi-weekly payroll checks of SA members upon written authorization by the member. Deductions shall be paid to the SA within ten (10) days after the end of the final pay period of each month.

SECTION 2. The SA will comply with any reasonable documentation procedures as may be required by the City as a necessary requirement for the due deduction.

ARTICLE XXVI

SEVERABILITY

SECTION 1. The City, the Police Department and the SA acknowledge that the provisions of this agreement shall not be inconsistent with Civil Service Commission Rules and Regulations and State and Federal Laws. 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 SA agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE XXVII

DURATION

SECTION 1. The City, the Police Department and the SA acknowledge that during negotiations which resulted in this Statement of Agreement, that each party has had the unrestricted right and opportunity to present demands and proposals with respect to any subject matter in this agreement; thereof, the City, the Police Department and the SA 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, 2023, and shall continue in effect through December 31, 2024, and, unless stated otherwise herein, shall thereafter automatically be renewed from year to year. Either party may 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 XXVIII

IMPASS PROCEDURES

SECTION 1. If notice pursuant to Article XXVII, Section 2, is given by either party, it shall be the obligation of all parties to meet in good faith for the purpose of negotiating a renewal of the Statement of Agreement. For purposes of this Article, an impasse shall be deemed to occur in the collective bargaining process, if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement within forty-five (45) calendar days after notice of intent to modify or terminate, pursuant to Article XXVI, Section 2, has been given by either party.

SECTION 2. Impasse shall be deemed to occur, as well, if a new agreement within the meaning of this Article is not approved by the Mayor and the City Council of the City within fifteen (15) days after agreement is reached by way of collective bargaining between the parties.

SECTION 3. If an impasse has been reached, either party, by written notice to the other party may request mediation. The written notice shall contain the specifics of the issue or issues in dispute and upon said notice, a mediator shall be appointed.

SECTION 4. The disputed issues 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 5. The parties agree to negotiate in good faith and fully engage in the mediation process. The compensation, if any, for the mediator, as well as stenographic and other expenses incurred by the mediator in connection with the mediation proceedings, shall be borne equally by the SA and the employer.

ARTICLE XXIX

AGREEMENT

The parties below have affixed their signatures on this ___ day of _____, 2022, to place into effect the provisions of this Statement of Agreement. The effective date of this Statement of Agreement shall be January 1, 2023.

CITY OF NORTH LITTLE ROCK

_____

Terry C. Hartwick, Mayor

ATTEST:

_____

Diane Whitbey, City Clerk

_____

Police Chief

NORTH LITTLE ROCK POLICE DEPARTMENT SUPERVISORS ASSN.

_____

Chairman

ATTACHMENT A

Pay Scale for Police Supervisors
Effective January 7, 2023

	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Sergeant	$80,800	$6,733.33	$3,107.69	$38.85
Lieutenant	$88,800	$7,400.00	$3,415.38	$42.69
Captain	$98,800	$8,233.33	$3,800.00	$47.50

Pay Scale for Police Supervisors
Effective January 6, 2024

	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Sergeant	$83,224	$6,935.33	$3,200.92	$40.01
Lieutenant	$91,464	$7,622.00	$3,517.85	$43.97
Captain	$101,764	$8,480.33	$3,914.00	$48.93