

R-23- 241

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. 10417, adopted by the North Little Rock City Council on November 14, 2022, the City, the Chief of the North Little Rock Police Department (“NLRPD”), and the FOP entered into a Statement of Agreement effective January 1, 2023 through December 31, 2024; and

WHEREAS, Attachment A to the Statement of Agreement establishes the pay scale for North Little Rock police officers below the rank of Sergeant; and

WHEREAS, for the past several years, NLRPD has experienced a decrease in police officer applicants; and

WHEREAS, in order to aid in recruiting the most qualified candidates for employment, it is in the best interest of the parties to this agreement to offer a lateral transfer pay program; and

WHEREAS, adjustments need to be made to the pay scale to account for the salary increases for all uniformed and non-uniformed City employees approved by the City Council pursuant to Resolution No. 10560 adopted by the North Little Rock City Council on May 22, 2023; and

WHEREAS, an adjustment needs to be made to holiday pay to reflect the addition of Juneteenth as a City holiday.

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 Fraternal Order of Police, John E. Charles Lodge No. 5 (substantially similar to Exhibit B attached hereto) 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SECTION 3: That all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.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 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:

ATTEST:

TERRY C. Hartwick  
Mayor Terry C. Hartwick

\_\_\_\_\_  
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	<u>10:45</u>	A.M.	_____	P.M.
By	<u>A. Fields, City Atty</u>			
DATE	<u>11/7/23</u>			
<b>Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas</b>				
RECEIVED BY	<u>[Signature]</u>			

**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 \_\_\_\_\_, 2023, 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. 10417, adopted by the North Little Rock City Council on November 14, 2022, City, the Chief of the North Little Rock Police Department ("NLRPD"), and the FOP entered into a Statement of Agreement effective January 1, 2023 through December 31, 2024; and

WHEREAS, Attachment A to the Statement of Agreement establishes the pay scale for North Little Rock police officers below the rank of Sergeant; and

WHEREAS, for the past several years, NLRPD has experienced a decrease in police officer applicants; and

WHEREAS, in order to aid in recruiting the most qualified candidates for employment, it is in the best interest of the parties to this agreement to offer a lateral transfer pay program; and

WHEREAS, adjustments need to be made to the pay scale to account for the salary increases for all uniformed and non-uniformed City employees approved by the City Council pursuant to Resolution No. 10560 adopted by the North Little Rock City Council on May 22, 2023; and

WHEREAS, an adjustment needs to be made to holiday pay to reflect the addition of Juneteenth as a City holiday.

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

1. **Amendment to Article XVI Holidays and Discretionary Time.** Section 1 of Article XVI Holidays and Discretionary Time is hereby amended as follows:



**Article XVI Holidays and Discretionary Time**

**Section 1:**

Employees shall be paid for ~~eleven (11)~~ twelve (12) holidays, regardless of whether or not they are on duty on such holidays, at the rate of one (1) day's base pay for each of the ~~eleven (11)~~ twelve (12) days. Such payment shall be in addition to the employee's regular wages. Actual payment will be made annually for the twelve months ending November 30 with the first regular pay period in December but no later than December 14.

2. **Amendment to Attachment A of the Statement of Agreement.** Attachment A of the Statement of Agreement entered into by and between the City and the FOP is hereby amended as attached hereto.

3. 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.

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

## ATTACHMENT A

### Pay Scale for Police Officers Effective January 7, 2023

		Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Step 1	Entry	\$48,000	\$4,000.00	\$1,846.15	\$23.08
Step 2	2 year anniversary	\$53,000	\$4,417.67	\$2,038.46	\$25.48
Step 3	3 year anniversary	\$56,000	\$4,666.67	\$2,153.85	\$26.92
Step 4	5 year anniversary	\$59,000	\$4,916.67	\$2,269.23	\$28.37
Step 5	8 year anniversary	\$67,000	\$5,583.33	\$2,576.92	\$32.21
Step 6	Officer of the First Class	\$69,000	\$5,750	\$2,653.85	\$33.17

### ~~Pay Scale for Police Officers effective January 6, 2024~~

		Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
<del>Step 1</del>	<del>Entry</del>	<del>\$49,440</del>	<del>\$4,120.00</del>	<del>\$1,901.54</del>	<del>\$23.77</del>
<del>Step 2</del>	<del>2 year anniversary</del>	<del>\$54,590</del>	<del>\$4,549.17</del>	<del>\$2,099.62</del>	<del>\$26.25</del>
<del>Step 3</del>	<del>3 year anniversary</del>	<del>\$57,680</del>	<del>\$4,806.67</del>	<del>\$2,218.46</del>	<del>\$27.73</del>
<del>Step 4</del>	<del>5 year anniversary</del>	<del>\$60,770</del>	<del>\$5,064.17</del>	<del>\$2,337.31</del>	<del>\$29.22</del>
<del>Step 5</del>	<del>8 year anniversary</del>	<del>\$69,010</del>	<del>\$5,750.83</del>	<del>\$2,654.23</del>	<del>\$33.18</del>

<b>Step 6</b>	<b>Officer of the First Class</b>	<b>\$71,070</b>	<b>\$5,922.50</b>	<b>\$2,733.46</b>	<b>\$34.17</b>
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**effective January 6, 2024**

		<b>Annual Rate</b>	<b>Monthly Rate</b>	<b>Bi-weekly Rate</b>	<b>Hourly Rate</b>
<b>Step 1</b>	<b>Entry</b>	<b>\$50,428.80</b>	<b>\$4,202.40</b>	<b>\$1,939.57</b>	<b>\$24.24</b>
<b>Step 2</b>	<b>2 year anniversary</b>	<b>\$55,681.80</b>	<b>\$4,640.15</b>	<b>\$2,141.61</b>	<b>\$26.77</b>
<b>Step 3</b>	<b>3 year anniversary</b>	<b>\$58,833.60</b>	<b>\$4,902.80</b>	<b>\$2,262.83</b>	<b>\$28.29</b>
<b>Step 4</b>	<b>5 year anniversary</b>	<b>\$61,985.40</b>	<b>\$5,165.45</b>	<b>\$2,384.05</b>	<b>\$29.80</b>
<b>Step 5</b>	<b>8 year anniversary</b>	<b>\$70,390.20</b>	<b>\$5,865.85</b>	<b>\$2,707.32</b>	<b>\$33.84</b>
<b>Step 6</b>	<b>15 year anniversary</b>	<b>\$72,491.40</b>	<b>\$6,040.95</b>	<b>\$2,788.13</b>	<b>\$34.85</b>

**PRE-CERTIFIED HIRES:**

1. Newly hired pre-certified hires (those officers who have completed a state-certified police academy and/or hold a valid Peace Officer Standards and Training (POST) certificate recognized by the State of Arkansas) will receive a step placement into the existing step system contained in this MOU based on the matrix shown below:

<b><u>Experience</u></b>	<b><u>Entry Pay Step</u></b>
Certified + 2 years of service	Step 2
3 years of service	Step 3
5 years of service	Step 4
8+ years of service	Step 5

2. For purposes of this Pre-Certified Pay Program, years of service will be considered to begin from the date of graduation from the state-certified police academy or program recognized by the State of Arkansas.

3. Step 5 will be the maximum entry-level step a newly hired officer can receive based on these criteria.

4. The Pre-Certified Transfer Pay Program provides accelerated pay step placement only, and does not affect seniority. All pre-certified transfers will hire on with entry-level seniority.

6. The following types of law enforcement experience will not be recognized by the Pre-Certified Transfer Pay Program:

- (a) Corrections officers in a jail or prison setting;
- (b) Probation or parole officers;
- (c) Volunteer, reserve, or part-time officers or deputies,
- (d) Military police officers;
- (e) Full-time officers from a university police department;
- (f) Federal employees; and
- (g) State agencies without uniformed police patrol enforcement responsibilities.