

STATEMENT OF AGREEMENT

FRATERNAL ORDER OF POLICE, LODGE #17

AND

CITY OF LITTLE ROCK, ARKANSAS

January 01, 2008 – December 31, 2011

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PREAMBLE

This Statement of Agreement is entered into between the City Manager for the City of Little Rock, Arkansas, (hereinafter referred to as the "City"), and the Arkansas Fraternal Order of Police, Lodge #17 (hereinafter referred to as the F.O.P.), and said Agreement shall be effective on the first day of January, 2008, unless otherwise provided herein.

The purpose of this Statement of Agreement is to achieve and maintain harmonious relations between the City of Little Rock and the F.O.P., Lodge #17; to provide for equitable and peaceful processes and procedures for the resolution of differences; to maintain a spirit of cooperation and a willingness to work together to best serve this community; and to establish proper standards of wages, hours, and other conditions of employment.

In this Statement of Agreement, only the masculine gender is used for simplification; it is understood that this Statement applies to all covered employees without distinction of gender and without discrimination.

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1. The general purposes of this Statement of Agreement are to:

- (a) Establish wages, benefits, grievance procedures, and other conditions of employment of represented officers of the 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 Little Rock;
- (c) Assist in the amicable adjustment of labor disputes.

ARTICLE II

RECOGNITION OF F.O.P.

SECTION 1. The City recognizes the F.O.P., Lodge #17, as exclusive representative agent for the employees within the unit covered by this Agreement which shall include all commissioned officers of the rank of Sergeant and below.

SECTION 2.

- (a) A regular employee shall be an employee who has successfully completed one year of service from his date of employment.
- (b) A probationary employee shall be an employee who has not yet completed one year of service from his date of employment, and shall be known as a Police Recruit.

ARTICLE III

REPRESENTATION

SECTION 1. This Statement of Agreement shall not be affected, modified, altered, or changed in any respect by any change of management form, or by any change of place of business by either party.

SECTION 2.

- (a) The employer agrees to deduct monthly dues and assessments in an amount certified to be correct by the Secretary of the F.O.P. from the pay of those employees who individually request, by means of Payroll Deduction Card Authorization, that such deductions be made. In addition, the F.O.P. will be allowed to maintain its current number of four (4) miscellaneous deductions. The F.O.P. will be allowed a fifth deduction to address all future requests for miscellaneous deductions.
- (b) The employer agrees to remit the aggregate total dues withheld by the City and an itemized statement to the F.O.P. within five (5) days after such deductions are made.
- (c) Each employee shall be permitted to withdraw the authorization for withholding such dues and assessments by written notice delivered to the City and to the F.O.P. from March 2nd through 10th, and September 1st through 10th.
- (d) Upon a promotion to a permanent rank not eligible for representation by the unit, his payroll deduction authorization may be immediately withdrawn by the employee.

SECTION 3.

- (a) Upon giving five (5) days written notice, except when time precludes, representatives of the F.O.P., Lodge #17, will be granted, by the Chief of Police, time off with pay to conduct F.O.P. business. The time off will not exceed one thousand (1,000) hours per year, so long as it does not interfere with operations of the department. If at the end of the calendar year any balance remains, no more than four hundred (400) hours will be carried over into the

next calendar year. The Chief of Police may also grant additional time off in addition to the F.O.P. leave balance for other activities.

- (b) Business as stated above shall include but not be limited to attendance at conventions, workshops, seminars, conferences, and official functions which are a part of the everyday operation of the F.O.P.

ARTICLE IV

MANAGEMENT RIGHTS

SECTION 1. The City of Little Rock possesses the sole right to operate and manage the affairs of the City. Such management rights, except as may be modified or limited by the express provisions of this Statement, include:

1. To determine the mission of the City government;
2. to direct the work force;
3. to hire and assign, (e.g., location, project, shift) and to best provide service to the citizens of Little Rock; to discipline or discharge employees for just cause;
4. to determine the methods, means and number of personnel needed;
5. to carry out the public services of the City government;
6. to assign positions to the classification plan and to allocate the grades assigned thereto;
7. to change existing methods of operation of facilities;
8. to introduce new or improved work methods or facilities;
9. to contract for goods or services; and
10. to take whatever actions may be necessary to carry out the activities of the City government so long as they are not precluded by any federal, state or local ordinances and the provisions of this Statement.

SECTION 2. Except as specifically abridged, delegated, granted, or modified by this Statement of Agreement, or any supplementary agreements that may be hereafter made, all the rights, powers and authority the City had prior to this Statement of Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.

SECTION 3. The City and the F.O.P. specifically recognize the necessity of continuous improvement in efficient and effective police protection and services of the City of Little Rock, and each party to this Statement of Agreement agrees to cooperate with the other in accomplishing this result.

SECTION 4. The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need to discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be complete through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the responsible Association and Employer officials.

ARTICLE V

NONDISCRIMINATION

SECTION 1. The provisions of this Statement of Agreement shall be applied equally to all employees without regard to: sex, race, national origin, religion, age, a physical or mental disability.

SECTION 2. The City and the F.O.P. 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 F.O.P.

ARTICLE VI

GRIEVANCE PROCEDURE

SECTION 1. The F.O.P. or any employee may file a grievance, as hereinafter defined, within thirty (30) days of said occurrence or awareness and shall be afforded the full protection of this Statement of Agreement.

SECTION 2. The F.O.P. President, or his designee, may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

SECTION 3. A grievance shall be defined as any controversy or dispute between the City and the F.O.P. or any employee concerning the interpretation, enforcement, or application of any provision of this Statement of Agreement. Such grievances shall be settled in the following manner:

Step 1: An employee shall, with or without the F.O.P. representative, first discuss a grievance with the employee's immediate supervisor in an attempt to reach a satisfactory solution. In this step, the employee may choose to submit the grievance orally or in writing. The supervisors are encouraged to counsel with the employee and with their supervisors in their review and handling of the situation. The supervisor's response to the employee and the F.O.P. representative shall be within five (5) calendar days and shall be in the same manner as the grievance received. The majority of grievances shall be resolved at this step.

Step 2: If the grievance is not settled by the provisions of Step 1, it shall be submitted in writing on the appropriate form within five (5) calendar days from the receipt of the supervisor's response, or lack thereof, in Step 1 to the F.O.P. Grievance Committee, as provided for in the F.O.P. bylaws.

Within ten (10) calendar days, the F.O.P. Grievance Committee shall determine, in their discretion and judgement, whether or not a grievance exists as defined in Section 3 above.

- (a) If the F.O.P. Grievance Committee finds a grievance does exist, the procedure of Step 3 shall apply.

(b) If the F.O.P. Grievance Committee finds a grievance does not exist, the employee may, within five (5) calendar days, at his option, proceed to the appeal process as set out in the F.O.P. bylaws under Grievance Committee.

Step 3. If the F.O.P. Grievance Committee finds a grievance does exist, the Committee, or Committee and employee shall forward the grievance, within five (5) calendar days, to the Chief of Police for settlement. The grievant and the Chief, or his designee, shall have a right to a conference at this step at which the employee shall have the right to the F.O.P. representative of his choice. A copy of the grievance shall be sent to the City Human Resources Director.

Step 4. The Chief of Police shall submit his answer, in writing, to the employee involved, and the F.O.P. Grievance Committee and the City Human Resources Director, within ten (10) calendar days. If the grievance has not been settled at this step, it shall be sent to the City Manager within seven (7) calendar days for settlement.

Step 5. The City Manager or designee shall submit an answer to the Chief of Police, the employee involved, and the F.O.P. Grievance Committee within seven (7) calendar days. The City Manager's decision shall be final; however, this shall in no way abridge or compromise the right of the F.O.P. or any employee to seek relief in a court of competent jurisdiction. This does not govern appeals of disciplinary actions to the Civil Service Commission.

SECTION 4. The City and the F.O.P. agree that no officer will be interfered with or discriminated against concerning any terms or conditions of employment because of filing and/or processing a grievance.

ARTICLE VII

MEET AND CONFER

SECTION 1. The City and the F.O.P. agree to meet upon request of either party at a mutually convenient time to discuss any and all subjects of concern to the Police Officers affected, the F.O.P., and the Little Rock Police Department or the City government, together with any other matters which may improve the relationship between the City and its employees. While specific management rights may be the subject of a Meet and Confer, it is understood that suggested modifications are not binding and that management's decision is final. Individual grievances will not be dealt with in these meetings. The meeting shall be held during normal working hours on the City's premises without loss of pay to the employees involved.

SECTION 2. The City and the F.O.P. agree to limit the number of representatives for Meet and Confer sessions to not more than five (5) participants each.

SECTION 3. Such meetings will normally be conducted by the Chief of Police or his designated representative. On occasions, where matters of Citywide policies are concerned, the City Manager or his designee may be invited to participate.

After the conclusion of a Meet and Confer Session, the F.O.P. shall cause to be published a record of the items discussed, the progress on these and other items of interest, as well as any agreement on items or any other news and will present the finished report for the review of the Chief of Police.

The report must be an accurate account of the Meet and Confer Session and will be signed by the Chief of Police, the F.O.P. President, and the Chairman of the Meet and Confer Committee.

SECTION 4. Nothing in this article shall prohibit the F.O.P. from meeting with Division or Watch level supervisors in order to discuss matters of mutual concern.

ARTICLE VIII

SENIORITY

SECTION 1. "Seniority" is defined as continuous service as a sworn officer with the Little Rock Police Department within each job classification (hereinafter referred to in this article as "rank"). Seniority shall accrue from the first day of the most recent date of hire as a sworn officer. However, until the initial employment probation is completed, the employee shall not attain seniority status.

SECTION 2. Seniority shall be determined as between two (2) or more employees by highest rank. When two (2) or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two (2) 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 Little Rock Police Department. If, after the application of the criteria set forth in this section, there still remains a question as to seniority between two (2) or more officers, then, and in that event, seniority shall be determined between them by the highest grade ranking in their Police Academy Class.

SECTION 3. Seniority shall be the dominant factor to be considered by the Chief of Police in determining the priority of each employee with respect to:

- (a) Time when annual vacation is granted [however, an employee may not bump another employee out of scheduled vacation day(s) within thirty (30) days of that employee's scheduled vacation day(s)].;
- (b) The additional days off under Article X, Section 3;
- (c) Order of layoff and recall as set forth in Article IX.

SECTION 4. Seniority shall also be a factor to be considered by the Chief of Police in determining job assignments.

Further, the City will consider seniority in the assignment of officers to career development courses. Exceptions to the above will be made where impractical due to skill level of officers, or where

special working conditions exist which would preclude certain officers from working specific shifts, substations, or days, or when considering manning levels.

SECTION 5. 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
- (e) When an employee has been laid off for a period of more than 18 months.

ARTICLE IX

LAYOFF AND RECALL

SECTION 1. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority by job classification.

SECTION 2. When an employee is laid off due to reduction in the work force, he shall be permitted to exercise his seniority rights to bump or replace an employee with less seniority. Such employee may, if he so desires, bump any employee in a lower classification under the following conditions:

- (1) He has more seniority,
- (2) He can do the available work,
- (3) Such bump request is initiated within five (5) workdays of the date the employee receives notice of layoff.

SECTION 3. Employees shall be recalled from layoff according to their seniority within their job classification. Recall rights shall not exceed 18 months.

SECTION 4. Notice of recall shall be sent to the employee at his last known address by certified mail. If the employee fails to notify the Office of the Chief of Police within five (5) calendar days

after receipt of such recall notice that the employee intends to return and if the employee after giving such notice of intent to return fails to be available to return to work within fourteen (14) calendar days after receipt of such notice, such employee shall be deemed to have quit.

SECTION 5. No new employee shall be hired into a classification until all employees, who are on a layoff status from that classification, have been offered recall.

ARTICLE X

SICK LEAVE

SECTION 1. Employees shall accrue the equivalent of twenty (20) days annually, with a maximum allowable accumulation of one thousand six hundred (1,600) Sick Leave hours.

Upon separation of employment from a sworn position, employees shall be compensated in cash at the basic rate of hourly pay for any unused Sick Leave up to seven hundred twenty (720) hours in the event of retirement or death. For the purposes of this Article, retirement shall be defined as completion of twenty (20) years of service with the Little Rock Police Department.

SECTION 2. Sick Leave may be used for personal illness or injury, and medical, dental or optical examinations. It may also be used for pregnancy or any related disabilities.

SECTION 3. The employee must notify a supervisor within his Division of any illness from the first day of absence, unless instructed otherwise by the supervisor.

During an extended illness, the employee must inform his supervisor every two (2) weeks of the status of such extended illness as long as the employee is physically able to do so. This time may be lengthened by the supervisor.

Employees who require more than a three (3) day absence may be required to provide the Department with a physician's statement indicating length of disability and dates of treatment. Evidence of Sick Leave abuse, such as discernible patterns of absences or actions inconsistent with illness or injury will justify reasonable investigation, which may result in the employee being

required to provide a physician's statement indicating length of disability and dates of treatment. It may further result in disciplinary action, if warranted.

Any employee absent from work more than ten (10) working days in excess of the normal and usual convalescence time established by the Professional Activity Study may be required to see the City's physician for an evaluation and a release to work. The Professional Activity Study is a report by the Commission on Professional and Hospital Activities which shows average length of stay statistics by diagnosis and operation. The City shall bear the cost of such examination.

SECTION 4. Employees who exhaust all Sick Leave and require more leave shall be granted any other available leave.

SECTION 5. Sick Leave may be used for illness or disability requiring hospitalization or emergency treatment in the employee's immediate family. Immediate family is defined as mother, father, spouse or children, either natural, adopted or for whom the employee has legal guardianship, or stepchildren living with the employees. Such leave shall be limited to forty (40) hours per year, and shall be deducted from the employee's accumulated Sick Leave.

SECTION 6. Employees who are on Sick Leave (Sick Personal/Sick Family) shall not participate in any activities which may delay return to work or aggravate the existing injury/illness.

ARTICLE XI

ON-THE-JOB INJURIES

Application for On-the-Job Injury Leave shall be made as established by Procedural Guidelines on Injury/Sick Leave report.

An employee who suffers an illness/injury while on or off duty, in the performance of his job within the scope of law enforcement, will receive his full salary for a period of six (6) months from the time of the first absence caused by the illness/injury. Prior to the expiration of this period, a City designated physician or one acceptable to the City shall make a determination of the degree of disability. If the employee has a permanent inability to perform the essential functions of a police

officer, he may apply for disability retirement and will be separated from the City's employment upon final determination by the City of Little Rock Pension Board. An illness/injury suffered while performing duties for any other employer must be filed with that employer's Workers' Compensation plan and so noted on a claim filed with the City's plan.

If the diagnosis results in the determination that the employee will be able to return to work within the second six (6) months, he shall continue to receive his full salary.

The contracted Workers' Compensation service company will furnish any salary continuation benefit checks to the City. That check will be distributed to the affected employee along with the payroll check for the balance of the employee's regular payroll amount. These checks shall be issued on a regular payroll date. Under no circumstances will the combined checks exceed the employee's regular amount as set forth in Arkansas Workers' Compensation statutes.

None of the employee's accrued leave shall be charged while the employee is disabled during the twelve (12) month period. If it is determined that the illness/injury was not job related, all absences related to that incident shall be charged against the employee's accrued leave retroactively.

During the eleventh (11th) month of disability, a City designated physician or one acceptable to the City shall make a determination of the degree of disability. If the employee has a permanent disability preventing his return to work, he may apply for disability retirement and will be separated from the City's employment upon approval of disability by the Pension Board, but not later than the end of twelve (12) months from the last day worked.

If the diagnosis results in the determination that the employee will be able to return to work within the next twelve (12) months, he shall be kept on payroll and receive only Workers' Compensation payments. The employee may supplement these payments with any available leave time. At the time of the twenty-fourth (24th) month, the employee shall either return to full duty status or be separated from the City's employment.

Medical costs relating to the On-the-Job Injury shall be covered by Workers' Compensation.

At any time during the period for which the City or Workers' Compensation provides compensation, the employer may order, at the City's expense, physical, medical or psychological examinations of the injured employee to determine the degree of disability. The type of examination required shall be based on the nature of the illness/injury and the symptoms causing continued absences. If after administrative review it is determined that the employee is able to return to work, a date will be set for that employee to return to work. Employees who have been determined able to return to work and fail to do so shall be terminated. Employees failing to submit to such examination shall be terminated.

Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave relating to a previous injury is required after one year (365 days) from the date of release and return to work, such leave will be treated as a new injury case.

Employees who are on injury leave shall participate only in activities that are expressly permitted by the attending physician. They shall not participate in activities causing a delay in their recovery.

ARTICLE XII

FUNERAL LEAVE

SECTION 1. Death in Family. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) days off with pay at the time of the emergency. Immediate family shall be defined as: spouse and children, mother, father, brother, sister, grandchildren and grandparents of the employee and the employee's spouse.

SECTION 2. Funeral Leave shall not accrue for carryover.

SECTION 3. The City agrees to pay funeral expenses which exceed the amount paid by Workers' Compensation, to a maximum of four thousand dollars (\$4,000), for officers who lose their lives in the line of duty.

ARTICLE XIII

VACATION LEAVE

Vacation leave will be earned according to Arkansas State Statute 14-52-106. Employees will accrue the equivalent of fifteen (15) days annually.

Vacation leave may be accumulated; however, a maximum of thirty (30) days may be carried over to the next year.

ARTICLE XIV

SUSPENSION

A suspension may be delayed at the discretion of management up to, but not to exceed, ten (10) calendar days.

An employee may request in writing to forfeit accrued vacation leave on a day for day basis in lieu of serving the suspension. Forfeiture of leave may not exceed five (5) vacation days in a calendar year. Such substitution shall be at the discretion of the Chief of Police.

The pay progression date will not be adjusted based on the number of days of the suspension. The pay progression date will be adjusted for any unpaid leave of absence.

ARTICLE XV

OVERTIME COMPENSATION/COMPENSATORY TIME (O.T./C.T.)

SECTION 1. The City agrees to pay time and one-half for all authorized time worked in excess of the forty (40) hour workweek. Sick Leave shall not be considered as time worked.

By written notification, the employee shall select whether payment for overtime will be made in dollars or Compensatory Time.

SECTION 2. Compensatory Time may be accrued to a maximum of two hundred (200) hours. Once two hundred (200) hours of Compensatory Time have been accrued, Management has the option to either grant Compensatory Time or dollars for time worked in excess of forty (40) hours in a workweek. Every effort will be made to grant employees time off in a reasonable period of time without unduly disrupting departmental operations.

An employee who has accrued Compensatory Time shall, upon termination of his employment, be paid for all accrued, unused Compensatory Time at the employee's final regular rate of pay.

SECTION 3. The City shall pay each officer time and one-half for all required court appearances, other than during regularly scheduled duty hours. The employee shall select whether payment for such court overtime shall be paid in dollars or Compensatory Time by written notification. A minimum of two hours for job required court appearances or municipal, state circuit court, juvenile court, federal district court, parole revocation, mental commitment, Civil Service Commission hearing appearances, and grand jury shall be applied when calculating said court time. Civil and chancery court appearances which are a result of a person's employment with the City shall also be included in this section.

ARTICLE XVI

HOLIDAYS AND DISCRETIONARY DAYS

SECTION 1. The parties agree to be bound by Arkansas State Law with respect to the payment of holiday pay for the duration of this contract.

SECTION 2. Holiday Premium Pay. The City agrees to pay holiday premium pay equivalent to eight (8) days pay. A daily rate of pay shall be computed by dividing the base pay, including holiday pay, by 260.

SECTION 3. If an employee's employment date is before July 1, he will receive discretionary days (DD's) during the current calendar year. If an employee's employment date is on or after July 1, he will receive discretionary days at the beginning of the next calendar year.

SECTION 4. All employees with five (5) to fifteen (15) years of continuous service shall be granted five (5) discretionary days off per year.

SECTION 5. All employees with fifteen (15) or more years of continuous service shall be granted seven(7) discretionary days off per year.

ARTICLE XVII

UNIFORMS

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

SECTION 2. Each nonuniformed officer is to receive as a payment for clothing allowance seven hundred (\$700) per year payable quarterly.

ARTICLE XVIII

CAREER DEVELOPMENT/ EDUCATION INCENTIVE PAY (EIP)

SECTION 1. The City and the F.O.P. agree to work together toward improving the method in which officers are identified and prepared for advancement within the Little Rock Police Department.

SECTION 2. EDUCATIONAL INCENTIVE PLAN (E.I.P.) - It being recognized that the demands of police work in today's society require officers who are articulate, trained in human behavior and sensitive to a variety of human dynamics, the City and the F.O.P. agree that it is in the Little Rock Police Department's best interest to provide incentives for officers to seek to further their educational attainment levels.

SECTION 3. The following schedule of the E.I.P. is for those employees who were qualified to participate in the plan as of December 31, 1990, and formally elected to be compensated as described:

CERTIFICATE LEVELS	COLLEGE CREDITS	ADDITIONAL CREDITS	\$ PER MONTH
Basic	0	0	\$ 0
General	0 +	1 yr. + 3 hrs. related studies (exc. English)	\$ 20
Intermediate	6 hrs. + (English)	6 hrs. related studies	\$ 50
Advanced	15 hrs.	0	\$ 75
Senior	45 hrs.	0	\$100

Related studies shall be determined by the Chief of Police. Predetermination of job related courses may be requested prior to enrollment. No additional employee can enroll in this plan.

SECTION 4. The following schedule is for all employees covered by this Statement of Agreement:

COLLEGE HOURS	# OF YEARS WITH DEPARTMENT	\$ PER MONTH
Less than 15	Less than 2 Years	\$ 0
15 through 30	2 Years	\$ 20
31 through 63	3 Years	\$ 50
Associate's Degree or 64 through 123	3 Years	\$ 75
Bachelor's Degree or 124 Hours	4 Years	\$100
Graduate Degree	10 Years	\$125

SECTION 5. Eligibility for E.I.P. payments will require the officer to furnish to the Human Resources Department, through the Chief of Police, the obtained Minimum Standards Certificate and/or documentation of satisfactory completion of accredited college hours.

Application for E.I.P. payments must be submitted by the 10th of the month to be counted for eligibility.

ARTICLE XIX

INSURANCE

SECTION 1. The City will provide medical insurance at no cost to the employee. For the duration of the Statement of Agreement, the City will pay \$100 per month toward the cost of family medical coverage.

SECTION 2. The City agrees to consult with the F.O.P. prior to changing insurance carriers or making benefits changes to the plan.

SECTION 3. The City and the F.O.P. agree to work together through a joint committee to attempt to educate all employees on proper health insurance utilization and cost containment methods. The parties will jointly gather and research new cost containment measures, and whenever possible shall work diligently to implement such measures pursuant to other relevant provisions of this Agreement.

SECTION 4. The City will provide, at no cost to the employee life and accidental death and dismemberment insurance equal to one times annual salary from the first day of hire.

SECTION 5. The City will provide dental insurance at no cost to the employee. For the duration of the Statement of Agreement, the City will pay \$6 per month toward the cost of dependent dental coverage.

SECTION 6. The City may implement a Cafeteria or Flexible Benefits Plan during the term of this agreement. However, the purchase or sale of any benefits under such plan are at the employee's option.

ARTICLE XX

INTERNAL AFFAIRS INVESTIGATIONS

The F.O.P. in this article recognizes the necessity for internal affairs investigations to be under the control of Management. Management recognizes the necessity to conduct investigations in a proper confidential manner, in accordance with rules and regulations established by the Civil Service Commission.

All complaints will be signed by the complainant or investigations may be ordered by the Chief of Police. The City will ensure due process requirements are recognized and met, including all constitutional rights under current U.S. Supreme Court decisions, and the officers will be treated in a fair, dignified and humane manner.

ARTICLE XXI

WORKFORCE UTILIZATION, PRODUCTIVITY AND BIDDING

SECTION 1. The City and the F.O.P. agree to cooperate to promote productive utilization of workforce and equipment to best secure for the Board of Directors and the citizens of Little Rock the maximum productivity for the tax dollars that they invest in police services.

SECTION 2. The City will bid shifts and days off within the Patrol Division of the Police Department at least once in each twenty-four (24) month period. Shifts and days off will be bid based on seniority for Police Officers and Sergeants, after the City determines the number of senior officers, Canine Officers, Field Training Officers, and any other special group of officers that are to be assigned to each shift and squad. It is further understood and agreed that when the Chief of Police determines that it is necessary to make any changes to the assignments of employees to shifts and days off during this bid process, or at any other time, that the Chief of Police, in his sole discretion, may make such assignments and the Chief's decision shall be final.

ARTICLE XXII

SEVERABILITY

SECTION 1. In the event any article, section or portion of this Statement of Agreement should be held invalid and unenforceable 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 and the F.O.P. agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

SECTION 2. Any article, section, or portion that is found to be in conflict with any existing or future city, state or federal law, statute or ordinance shall be subject to renegotiation in order to bring that article, section or portion into compliance with the law, statute or ordinance.

ARTICLE XXIII

LONGEVITY

Employees of all ranks will receive a longevity bonus amounting to:

Five (5) dollars per month for each year of service up to and including the fifteenth (15th) year.

Six (6) dollars per month for each year of service from the sixteenth (16th) year through the completed twenty-fifth (25th) year.

ARTICLE XXIV

SERVICES TO THE F.O.P.

The City will furnish the F.O.P. bulletin board space in each division for the posting of F.O.P. notices. The City will provide the F.O.P. with requested documents in compliance with the FOI Act.

The City will assist the F.O.P. in establishing e-mail contacts with its members. Meeting notices and other notices can be transmitted through the City's e-mail system provided the Police Chief approves the content of such notices.

The City agrees to share the cost equally with the F.O.P. for the copying of 600 miniature copies of the Statement of Agreement.

ARTICLE XXV

TERM OF AGREEMENT AND IMPASSE PROCEDURE

SECTION 1. The City and the F.O.P. have, by these present, reduced to writing the Agreement entered into by the City and the F.O.P.

SECTION 2. This Agreement shall be effective as of the first day of January, 2008, and shall remain in full force and effect through the 31st day of December 2011, unless reopened by mutual agreement. Prior to the fourth year (2011) of this agreement, it may be reopened by the FOP under the provisions of this article for the sole purpose of negotiating the provisions of Addendum A.

SECTION 3. Absent express, written consent of both parties to extend this Agreement, this Agreement shall expire on December 31, 2011. Expiration renders the agreement in its entirety null and void. Should they elect to do so, the parties may by express written consent extend this Agreement, in whole or in part, beyond December 31, 2011. This Agreement shall not be extended in whole or in part, unless both parties expressly consent in writing that it shall be extended. Neither this Agreement nor any specific provision contained herein shall be extended by implication.

SECTION 4. Whenever rates of pay, wages or any other matter requiring appropriation of monies by the City are included as matters of negotiations, it shall be the obligation of the F.O.P. to serve a written notice of request for negotiation sessions on the City at least one hundred twenty (120) days before December 31, 2010.

SECTION 5. It shall be the obligation of the City and the F.O.P. to start negotiations within two (2) weeks after Labor Day, prior to the expiration of the Agreement.

SECTION 6. In the event of an impasse in negotiations between the City and the F.O.P., both parties will appeal to the Federal Mediation and Conciliation Service for mediation to assist in reaching a voluntary resolution of the impasse. The appeal will be made within three (3) days after either party notifies the other in writing that an impasse exists.

The City and the F.O.P. shall try to resolve the impasse through mediation within thirty (30) days. This time period may be extended by mutual written consent.

SECTION 7. If an impasse continues fifteen (15) calendar days after mediation, either party may, by written notice to the other, request fact finding.

The fact finding procedure shall be conducted by a fact finder to be selected by the City and the F.O.P. within seven (7) calendar days after notice has been given.

If the parties fail to agree on a fact finder, the Federal Mediation and Conciliation Service shall be requested by both parties to provide a panel of five (5) fact finders. Both, the City and the F.O.P., shall have the right to strike two (2) names from the panel, with the requesting party initiating the process of striking. The remaining person shall be the fact finder.

The fact finder shall transmit his findings of fact and any recommendations for the resolution of the dispute to both parties within ten (10) days after he is selected.


If the dispute remains unresolved five (5) days after the transmittal of the findings of fact and recommendations, the fact finder shall publish the findings of fact and any recommendations for public information.

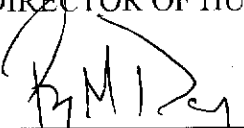
The cost of the fact finder shall be shared equally by the City and the F.O.P.

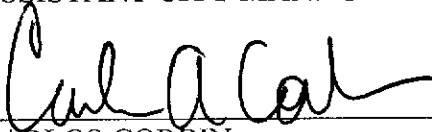
The effective date of this Statement of Agreement shall be January 1, 2008, except as otherwise provided.

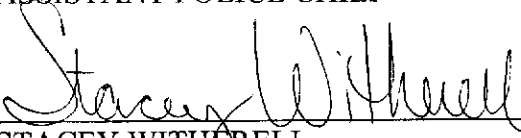
The negotiating teams for the City of Little Rock and the Fraternal Order of Police consisted of the following persons:

CITY OF LITTLE ROCK


DON FLEGAL
DIRECTOR OF HUMAN RESOURCES


BRYAN DAY
ASSISTANT CITY MANAGER



CARLOS CORBIN
ASSISTANT POLICE CHIEF

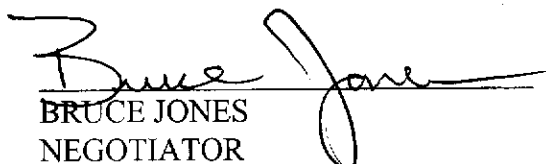

STACEY WITHERELL
LABOR AND EMPLOYEE
RELATIONS MANAGER

**FRATERNAL ORDER OF POLICE
LODGE #17**


JOHN GILCHRIST
CHIEF NEGOTIATOR


LINDA HUDSON
NEGOTIATOR


TERRELL VAUGHN
NEGOTIATOR


BRUCE JONES
NEGOTIATOR

ADDENDUM A

SALARY SCHEDULE, SHIFT DIFFERENTIAL PAY AND FIELD TRAINING OFFICER PAY

SECTION 1:

Officer	Annual Salary (Effective January 5, 2008)
Starting	\$34,500.00
After 1 st year	\$37,088.00
After 2 nd year	\$40,160.00
After 3 rd year	\$43,525.00
After 4 th year	\$45,396.00
After 6 th year	\$47,963.00
After 8 th year	\$51,450.00

Officer	Annual Salary (Effective January 3, 2009)
Starting	\$35,500.00
After 1 st year	\$38,163.00
After 2 nd year	\$40,825.00
After 3 rd year	\$43,525.00
After 4 th year	\$46,150.00
After 6 th year	\$49,378.00
After 8 th year	\$53,002.00

Officer	Annual Salary (Effective January 2, 2010)
Starting	\$37,000.00
After 1 st year	\$39,238.00
After 2 nd year	\$41,975.00
After 3 rd year	\$44,713.00
After 4 th year	\$47,450.00
After 6 th year	\$51,080.00
After 8 th year	\$55,350.00

Officer	Annual Salary (Effective January 1, 2011)
Subject to the provisions of Article XXV, Section 2.	
Starting	\$38,000.00
After 1 st year	\$40,313.00
After 2 nd year	\$43,125.00
After 3 rd year	\$45,938.00
After 4 th year	\$48,750.00
After 6 th year	\$52,880.00
After 8 th year	\$57,026.00

Sergeant	Annual Salary (Effective January 5, 2008)
Starting	\$53,672.00
After 1 st year	\$55,455.00
After 2 nd year	\$56,210.00
After 3 rd year	\$57,396.00

Sergeant	Annual Salary (Effective January 3, 2009)
Starting	\$55,282.00
After 1 st year	\$57,119.00
After 2 nd year	\$57,896.00
After 3 rd year	\$59,118.00

Sergeant	Annual Salary (Effective January 2, 2010)
Starting	\$57,493.00
After 1 st year	\$59,404.00
After 2 nd year	\$60,212.00
After 3 rd year	\$61,483.00

Sergeant	Annual Salary (Effective January 1, 2011)
Subject to the provisions of Article XXV, Section 2.	
Starting	\$59,218.00
After 1 st year	\$61,186.00
After 2 nd year	\$62,018.00
After 3 rd year	\$63,327.00

SECTION 2: SHIFT DIFFERENTIAL

A shift differential of ten cents (\$.10) per hour will be paid for all hours worked by an employee when a majority of the employee's regularly scheduled shift hours occur after 3:00 p.m. and before 11:00 p.m. A shift differential of twenty cents (\$.20) per hour will be paid for all hours worked by an employee when a majority of the employee's regularly scheduled shift hours occur after 11:00 p.m. and before 7:00 a.m. Shift premiums will be paid for hours worked during the shift except for work performed as overtime work or work performed earlier than an employee's normal shift. Shift premiums will not be paid for any paid time off. The shift differential amounts shall be increased as follows:

- 2009 – increase to forty cents (\$.40) second shift / sixty (\$.60) third shift
- 2010 – increase to fifty cents (\$.50) second shift / seventy-five (\$.75) third shift

These increases will be effective the first full pay period of the respective years.

SECTION 3: FIELD TRAINING OFFICER (FTO) PAY

The FTO pay will be paid at the rate of two (2) hours per shift. Effective the first full pay period of 2009 FTO pay will increase to three (3) hours per shift. FTO's will only receive the additional pay for time actually spent training probationary Police Officers.