



City of Grand Island

Tuesday, July 10, 2018

Council Session

Item I-1

#2018-207 - Consideration of Approving Addendum to the Labor Contract between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 10, 2018

Subject: Consideration of Approving Addendum to the Labor Contract between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police

Presenter(s): Aaron Schmid, Human Resources Director

Background

On May 8, 2018, Council approved a resolution to establish banking services with Five Points Bank. Five Points Bank is now the incumbent for processing employee payroll checks. Five Points Bank requires a processing cutoff time that is earlier than the previous bank. This change results in the need to move pay dates from Thursdays to Fridays (except in the event of bank holidays.) During this transition, the City also decided to align all City employees to one pay period rather than two different pay periods. The Fire Department and Utility Department are on a Sunday through Saturday pay period due to their shift requirements. It was determined to move all other City departments to the Sunday through Saturday pay period in an effort to reduce payroll-processing errors and create one uniform system.

In preparation of the changes to pay periods and pay dates, the City notified the Unions. The Fraternal Order of Police (FOP) notified the City of conflicting contract language regarding pay periods in the labor agreement between the City of Grand Island and the FOP, Grand Island Lodge No. 24. Changes to the contract require negotiations between the two parties. Once changes have been tentatively agreed upon, the bargaining unit and City Council must approve.

Discussion

The City and the FOP have met to negotiate with respect to the impact of the payroll administration changes upon the City's employees represented by the FOP. Please find attached an *Addendum to the Labor Agreement by and between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police*. The agreement allows a one-time, thirteen-day pay period to make the transition to the new pay period. The addendum addresses staffing and pay during the thirteen-day period, specifically "B shift" which is directly impacted by the change. The addendum also designates Friday as

the new pay date, except in the case of holidays. The remaining terms of the labor contract will remain unchanged for the duration of the contract.

Alternatives

It appears the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

The City Administration recommends approval of the *Addendum to the Labor Contract by and between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police.*

Sample Motion

Move to approve *Addendum to the Labor Contract by and between the City of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police.*

**ADDENDUM TO THE LABOR AGREEMENT
BY AND BETWEEN
THE CITY OF GRAND ISLAND
AND
GRAND ISLAND LODGE #24 OF THE FRATERNAL ORDER OF POLICE**

This Addendum to the October 1, 2016 Labor Agreement by and between the City of Grand Island ("City") and Grand Island Lodge #24 of the Fraternal Order of Police ("FOP") dated this ___ day of _____, 2018:

Whereas, City and FOP are parties to a Labor Agreement effective October 1, 2016 through September 30, 2019 (the "Agreement"); and

Whereas, City has an established practice for payroll administration consisting of a two-week, Monday through Sunday pay plan with payroll checks or deposits made on Thursday next following the last day of the previous pay period; and

Whereas, City determined it would change its payroll practice, policy and procedure to a two-week, Sunday through Saturday pay plan with payroll checks or deposits made on Friday next following the last day of the previous pay period; and

Whereas, City and FOP determined the changes in payroll administration would financially impact the bargaining unit members assigned to the Police Department B team, who are regularly assigned to work 80 hours in each two-week period and would receive a paycheck for 8 fewer hours as a result of the payroll transition; and

Whereas, City and FOP engaged in negotiations regarding the effect of the payroll administration changes upon the City's employees represented by the FOP (the "FOP Bargaining Unit").

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants herein, City and FOP agree as follows:

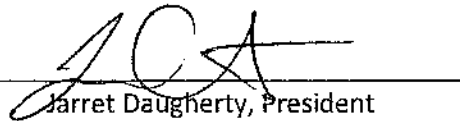
1. During the 13-day period beginning July 23, 2018, B Team Sergeants and Officers (hereinafter jointly referred to as "B Team") will be scheduled to work a twelve (12) hour shift on each of the following days: July 25, July 26, July 30, July 31, and August 3.
2. B Team will be assigned to work one (1) twelve (12) hour shift on Saturday, August 4 and shall for said work be compensated as follows: the employee's regular hourly rate of pay times the number of hours actually worked not to exceed eight (8) hours and 1.5 times the employee's regular rate of pay times the number of hours actually worked.
3. B Team will receive overtime pay at the rate of 1.5 times the regular rate of pay for hours worked in excess of 72 hours during the 13-day period beginning July 23 and ending August 4.
4. Notwithstanding Paragraphs 1 and 2 above, if a B Team member is on approved paid leave on August 4 he or she shall utilize 12 hours accrued paid leave and shall receive pay for an additional eight (8) hours at the regular rate of pay.
5. FOP acknowledges the City will establish for the FOP bargaining unit, beginning Sunday, August 5, 2018, a two-week, Sunday through Saturday, pay period pay plan with regular payday the

Friday next following the last day of each pay period. Provided, however, if payday is a banking holiday payday will occur the preceding banking workday.

6. FOP on its behalf and on behalf of its members waives all objections, claims, grievances, suits, or actions of any kind or nature it or they have or may have concerning the above-described modification of the City's pay plan and payday, City's establishment of the same, and the effects of said plan modifications upon the FOP bargaining unit members.

Dated this 28 day of June, 2018

GRAND ISLAND LODGE #24 OF THE FRATERNAL ORDER OF POLICE

By: 
Jarret Daugherty, President

Dated this ___ day of _____, 2018

CITY OF GRAND ISLAND

By: _____
Jeremy L. Jensen, Mayor

[attest]

RaNae Edwards, City Clerk

RESOLUTION 2018-207

WHEREAS, pursuant to Neb. Rev. Stat. §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, City and Fraternal Order of Police (FOP) are parties to a Labor Agreement effective October 1, 2016 through September 30, 2019 (the “Agreement”); and

WHEREAS, City has an established practice for payroll administration consisting of a two-week, Monday through Sunday pay plan with payroll checks or deposits made on Thursday next following the last day of the previous pay period; and

WHEREAS, City determined it would change its payroll practice, policy and procedure to a two-week, Sunday through Saturday pay plan with payroll checks or deposits made on Friday next following the last day of the previous pay period; and

WHEREAS, City and FOP determined the changes in payroll administration would financially impact the bargaining unit members assigned to the Police Department B team, who are regularly assigned to work 80 hours in each two-week period and would receive a paycheck for 8 fewer hours as a result of the payroll transition; and

WHEREAS, City and FOP engaged in negotiations regarding the effect of the payroll administration changes upon the City’s employees represented by the FOP (the “FOP Bargaining Unit”).

WHEREAS, in consideration of the above recitals and the mutual promises and covenants herein, City and FOP agree as follows:

1. During the 13-day period beginning July 23, 2018, B Team Sergeants and Officers (hereinafter jointly referred to as “B Team”) will be scheduled to work a twelve (12) hour shift on each of the following days: July 25, July 26, July 30, July 31, and August 3.
2. B Team will be assigned to work one (1) twelve (12) hour shift on Saturday, August 4 and shall for said work be compensated as follows: the employee’s regular hourly rate of pay times the number of hours actually worked not to exceed eight (8) hours and 1.5 times the employee’s regular rate of pay times the number of hours actually worked.
3. B Team will receive overtime pay at the rate of 1.5 times the regular rate of pay for hours worked in excess of 72 hours during the 13-day period beginning July 23 and ending August 4.
4. Notwithstanding Paragraphs 1 and 2 above, if a B Team member is on approved paid leave on August 4 he or she shall utilize 12 hours accrued paid leave and shall receive pay for an additional eight (8) hours at the regular rate of pay.
5. FOP acknowledges the City will establish for the FOP bargaining unit, beginning Sunday, August 5, 2018, a two-week, Sunday through Saturday, pay period pay plan with regular payday the Friday next following the last day of each pay period. Provided, however, if payday is a banking holiday payday will occur the preceding banking workday.

Approved as to Form July 5, 2018	by _____ City Attorney
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6. FOP on its behalf and on behalf of its members waives all objections, claims, grievances, suits, or actions of any kind or nature it or they have or may have concerning the above-described modification of the City's pay plan and payday, City's establishment of the same, and the effects of said plan modifications upon the FOP bargaining unit members.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Addendum by and between the City Of Grand Island and the Grand Island Lodge #24 of the Fraternal Order of Police.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 10, 2018.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk

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