



City of Grand Island

Tuesday, July 26, 2022

Council Session

Item I-9

#2022-204 - Consideration of Approving Memorandum of Understanding between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: July 26, 2022

Subject: Approval of Memorandum of Understanding between the City Of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24

Presenter(s): Aaron Schmid, Human Resources Director

Background

The Police Officer, Police Sergeant and Lieutenant job classifications in the Grand Island Police Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Fraternal Order of Police (FOP), Grand Island Lodge No. 24. The current labor agreement expires as of midnight September 30, 2022.

Discussion

The new labor agreement will begin October 1, 2022 and continue through September 30, 2025. Administration and the FOP are requesting to start portions of the contract early to promote recruiting and retention efforts. The department has experienced significant, prolonged staffing challenges. Administration and the FOP are requesting to start the following portions effective August 14, 2020.

Bereavement	Count bereavement hours as hours worked. City will pay 12 hours of bereavement if employee is working a 12 hour shift and absent for bereavement.
Holidays Pay	City will pay 12 hours of holiday pay if working 12 hour shifts.
Medical Leave	Increase to VEBA payout upon retirement/early retirement. Increase from 20% at 20 years service to 40% at 16 years service and age 50. Increase from 40% at 25 years service to 50% at 20 years service and age 55. Service years from a prior agency will be counted.
Recognition	Language added allow the City to employ PT Police Officers at the airport. Union will not represent the PT employees.
Field Training Pay	Increase from \$1.00 per hour to \$2.00 per hour.

Longevity Increase amounts and separate Officer Tier from Sergeant and Lieutenant Tier. New rates:

	Officer	Sgt & Lt
5 years	\$ 350.00	\$ 375.00
10 years	\$ 650.00	\$ 650.00
15 years	\$1,000.00	\$1,250.00
20 years	\$1,350.00	\$1,700.00
25 years	\$1,750.00	\$2,400.00

Shift Differential Increase from \$0.45 per hour to \$2.00 per hour.

Wages

Position	2022-2023 FY		2023-2024 FY		2024-2025 FY	
	Min	Max	Min	Max	Min	Max
Officer	\$ 29.0000	\$ 41.0000	\$ 30.1600	\$ 42.6400	\$ 31.3664	\$ 44.3456
Sergeant	\$ 39.0000	\$ 47.0000	\$ 40.5600	\$ 48.8800	\$ 42.1824	\$ 50.8352
Lieutenant	\$ 42.0000	\$ 54.0000	\$ 43.6800	\$ 56.1600	\$ 45.4272	\$ 58.4064

Alternatives

It appears that 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

City Administration recommends that the Council approve the memorandum of understanding between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

Sample Motion

Move to approve the MOU between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the City of Grand Island, Nebraska (City), and the Fraternal Order of Police Grand Island Lodge No. 24 (FOP) sets forth terms and conditions agreed to by the parties as follows:

I.

The parties agree the present labor agreement (Labor Agreement) between the City and FOP for those employees of the City's Police Department represented by the FOP remains in effect for the period previously negotiated by the parties, that being through September 30, 2022.

The parties agree this MOU does not alter the terms of the Labor Agreement or make those terms subject to renegotiation before the expiration (September 30, 2022) without a separate written agreement between the parties memorializing such.

The parties agree this MOU does not alter the terms of the negotiated Labor Agreement or make those terms subject to renegotiation before the expiration (September 30, 2025) without a separate written agreement between the parties memorializing such.

The parties agree this MOU only affects the provisions contained herein altering the starting date of certain provisions of the negotiated Labor Agreement as stated below.

The parties agree that the effective date of the full negotiated Labor Agreement will be October 1, 2022.

II.

The terms of the MOU will commence upon August 14, 2022 with City Council approval.

III.

Either party may terminate the MOU with or without cause by providing written notice to the other party at least thirty (30) days prior to the date of termination.

IV.

The start date for the following provisions of the negotiated Labor Agreement shall be altered. Alterations

pursuant to this MOU will be in ~~striketrough~~ and **bold** faced type. The altered starting date of the listed provisions does not make the terms listed below or any of the terms contained in the negotiated or current Labor Agreement subject to renegotiation.

ARTICLE I - F.O.P. RECOGNITION

The City recognizes the F.O.P. as the sole and exclusive collective bargaining representative for the pay classifications of Police Officers, Sergeants and Lieutenants. **This recognition shall not apply to part-time Police Officers that work at the Central Nebraska Regional Airport.**

ARTICLE III - HOURS OF WORK

A. SCHEDULES OF WORK

The City has reserved its right to the utilization of the 207(k) FLSA exemption. The City also reserves the right to revise the regular set schedules from eighty (80) up to eight-six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change. All unplanned schedule changes, except in cases of emergency, shall be posted or emailed for all affected employees to see at least fourteen (14) days before the change is effective.

The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave, **bereavement leave** and holiday hours.

The City specifically maintains and reserves its management rights to establish the hours worked, the work week and all direction of the work force as allowed by law. Employees shall be eligible for overtime under this Agreement and it is expressly stated hereby that overtime shall not be paid more than once for the same hours worked.

Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours.

All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties

outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

ARTICLE IV - HOLIDAYS AND HOLIDAY PAY

C. HOLIDAY LEAVE

Non-essential personnel shall use Holiday Leave when the holiday falls on a regular scheduled work day. Essential personnel may only use Holiday Leave in lieu of working any portion of their regularly scheduled shift on a holiday. The use of Holiday Leave requires supervisory approval and shall only apply one time per recognized holiday. ~~In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.~~

D. HOLIDAY WORKED AND HOLIDAY BENEFIT

Holiday Worked hours shall consist of straight pay ~~up to eight (8) hours~~ plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay ~~up to eight (8) hours~~ for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay.

For payroll purposes, Holiday Benefit is defined as an additional compensation at the employee's regular rate of pay ~~for eight (8) hours~~ if the employee works the holiday, or if the holiday falls on the employee's regularly scheduled day off. ~~In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.~~

ARTICLE VII - MEDICAL AND BEREAVEMENT LEAVE

G. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,887 hours.

1. All employees shall be paid ~~twenty~~ **forty** percent (~~20~~ **40**%) for their accumulated medical leave at separation of

employment after ~~twenty~~ **sixteen** (~~20~~ **16**) years of **sworn Officer** service and **50 years of age**.

2. All employees shall be paid ~~forty~~ **fifty** percent (~~40~~ **50**%) for their accumulated medical leave at separation of employment after ~~twenty-five~~ (~~25~~ **20**) years of **sworn Officer** service and **age 55 years of age**.
3. An employee's **beneficiary** shall be paid fifty percent (50%) of accumulated medical leave for an **employee's** death not occurring in the line of duty.
4. An employee's **beneficiary** shall be paid one hundred percent (100%) of accumulated medical leave for an **employee's** death occurring in the line of duty.

The rate of compensation is based on the employee's salary at the time of separation. **Years of service includes time at a previous agency as a sworn Officer and service must be verified.** The payout for medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

ARTICLE XV - RATES OF PAY FOR WORK PERFORMED

The rates of pay for work performed under this agreement shall be:

A. ~~2019~~**22** - ~~2020~~**23** FISCAL YEAR

Rates of pay from October 1, ~~2019~~**22** through September 30, ~~2020~~**23**, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit "A" and shall take effect the first full pay period of October ~~2019~~**22**.

EXHIBIT A

FOP - YEAR ONE

EFFECTIVE 8/14/2022

FY 2022 - 2023

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	\$29.0000	\$30.5000	\$32.0000	\$33.5000	\$35.0000	\$36.5000	\$38.0000	\$39.5000	\$41.0000
6005	BIWEEKLY	\$2,320.00	\$2,440.00	\$2,560.00	\$2,680.00	\$2,800.00	\$2,920.00	\$3,040.00	\$3,160.00	\$3,280.00
	MONTHLY	\$5,025.70	\$5,285.65	\$5,545.60	\$5,805.55	\$6,065.50	\$6,325.45	\$6,585.40	\$6,845.35	\$7,105.30
	ANNUALLY	\$60,320.00	\$63,440.00	\$66,560.00	\$69,680.00	\$72,800.00	\$75,920.00	\$79,040.00	\$82,160.00	\$85,280.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	\$39.0000	\$40.0000	\$41.0000	\$42.0000	\$43.0000	\$44.0000	\$45.0000	\$46.0000	\$47.0000
6010	BIWEEKLY	\$3,120.00	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00	\$3,600.00	\$3,680.00	\$3,760.00
	MONTHLY	\$6,758.70	\$6,932.00	\$7,105.30	\$7,278.60	\$7,451.90	\$7,625.20	\$7,798.50	\$7,971.80	\$8,145.10
	ANNUALLY	\$81,120.00	\$83,200.00	\$85,280.00	\$87,360.00	\$89,440.00	\$91,520.00	\$93,600.00	\$95,680.00	\$97,760.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POL LIEUTENANT	HOURLY	\$42.0000	\$43.5000	\$45.0000	\$46.5000	\$48.0000	\$49.5000	\$51.0000	\$52.5000	\$54.0000
6020	BIWEEKLY	\$3,360.00	\$3,480.00	\$3,600.00	\$3,720.00	\$3,840.00	\$3,960.00	\$4,080.00	\$4,200.00	\$4,320.00
	MONTHLY	\$7,278.60	\$7,538.55	\$7,798.50	\$8,058.45	\$8,318.40	\$8,578.35	\$8,838.30	\$9,098.25	\$9,358.20
	ANNUALLY	\$87,360.00	\$90,480.00	\$93,600.00	\$96,720.00	\$99,840.00	\$102,960.00	\$106,080.00	\$109,200.00	\$112,320.00

F. FIELD TRAINING OFFICER

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid ~~\$1.00~~ **\$2.00** per hour while actively working with a trainee or other issues directly concerning a trainee which may include: post shift reporting, training, periodic meetings and court appearances with the trainee.

G. LONGEVITY

In addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City **or as a sworn Officer with another agency**. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

Officer	5 years	\$ 350.00 (Beginning 6 th Year)
	10 years	\$645.50 650.00 (Beginning 11 th Year)
	15 years	\$870.00 1,000.00 (Beginning 16 th Year)
	20 years	\$1,096.00 1,350.00 (Beginning 21 st Year)
	25 years	\$1,270.00 1,750.00 (Beginning 26 th Year)
Sergeant and Lieutenant	5 years	\$ 375.00 (Beginning 6 th Year)
	10 years	\$ 650.00 (Beginning 11 th Year)
	15 years	\$1,250.00 (Beginning 16 th Year)
	20 years	\$1,700.00 (Beginning 21 st Year)
	25 years	\$2,400.00 (Beginning 26 th Year)

H. SHIFT DIFFERENTIAL

All employees who are regularly assigned to a shift whose majority of hours occur between 18~~00~~600 hours and 0600 hours shall be paid an additional ~~forty-five cents (\$0.45)~~ **two dollars (\$2.00)** per hour. The shift differential shall be included as an addition to the employee's hourly rate.

The parties agree this document constitutes the entirety of the terms and conditions of this MOU. This MOU shall not be altered or modified in any way unless agreed to by all parties thereto, memorialized in writing, and executed by the parties.

Witness Our Hands:

THE CITY OF GRAND ISLAND

Date

By _____
Roger G. Steele, Mayor

FOP GRAND ISLAND LODGE NO. 24

Date

By _____
Dale Hilderbrand, President

RESOLUTION 2022-204

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (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, an employee bargaining unit at the City of Grand Island is represented by the Fraternal Order of Police (FOP), Grand Island Lodge No. 24; and

WHEREAS, representatives of the City and the FOP met to negotiate a memorandum of understanding; and

WHEREAS, the City reached an agreement with the FOP and the agreement has been presented to City Council for approval.

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 Memorandum of Understanding by and between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24 for the period of August 14, 2022 through October 1, 2022.

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Adopted by the City Council of the City of Grand Island, Nebraska, on July 26, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
July 22, 2022	☒ City Attorney