



City of Grand Island

Tuesday, September 13, 2022

Council Session

Item G-22

#2022-253 - Approving Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police Grand Island Lodge No. 24 Bargaining Unit

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: September 13, 2022

Subject: Consideration of Approving Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 Bargaining Unit

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City Of Grand Island (City) maintains a labor agreement with the Fraternal Order of Police (FOP) Grand Island Lodge No. 24. Proposed changes to the labor agreement must be mutually agreed upon between the City and the Union.

In December of last year, Council approved a referral incentive for existing Officers who successfully recruit applicants. The referral program offers a \$300 incentive towards the referral of one non-certified applicant that makes the Civil Service eligibility list. A \$500 incentive for the referral of two or more non-certified applicants that make the eligibility list. A \$500 incentive for the referral of one or more certified applicants the make the eligibility list. Lastly, a \$1,700 incentive if one or more of the referred applicants is hired.

Discussion

The staffing of Police Officers at the Grand Island Police Department continues to be an issue. While positions are being filled, turnover is outpacing recruitment.

The Police Department and FOP would like to continue the referral incentive program to run concurrent with the new labor agreement. The labor agreement runs from October 1, 2022 through September 30, 2025. The referral incentive has been beneficial. We have seen an increase in quality applicants and now certified applicants. In the May 2022 testing cycle, three non-certified applicant referrals made the eligibility list and two non-certified candidates were hired. In the August 2022 testing cycle, four non-certified applicant referrals and two certified applicant referrals made the eligibility list. Employment offers are still in process in the current cycle.

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 Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 Bargaining Unit.

Sample Motion

Move to approve the MOU to the Labor Contract between the City and the FOP.

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, 2025.

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, 2025) without a separate written agreement between the parties memorializing such.

The parties agree this MOU only affects the provisions contained herein, temporarily alters certain provisions regarding referral incentives as stated below, those alterations are of an experimental nature with the consent of the parties, and any permanent alterations will require a formal amendment of the Labor Agreement with approval of the parties.

II.

The terms of the MOU will commence upon City Council approval and end on September 30, 2025.

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 following provisions of the Labor Agreement shall be altered for the period this MOU is in effect. Alterations pursuant to this MOU will be in *italics* and **bold** faced type. The alterations listed below are not of a permanent nature, are only in effect while the MOU is in effect, and do not make the terms listed below or any of the terms contained in the Labor Agreement subject to renegotiation.

ARTICLE VIII - SPECIAL PAY

D. REFERRAL INCENTIVE

The department shall use a referral incentive to award employees of the bargaining unit who successfully bring new talent into the department by helping to recruit Police Officer positions. The following details the terms of the incentive.

A three hundred dollar (\$300) incentive for the referral of one (1) non-certified applicant that is placed on the Civil Service Commission's list of persons eligible for appointment in the hiring cycle.

A five hundred dollar (\$500) incentive for the referral of two or more (2+) non-certified applicants that are placed on the Civil Service Commission's list of persons eligible for appointment in the hiring cycle.

A five hundred dollar (\$500) incentive for the referral of one or more (1+) certified Police Officer applicants that are placed on the Civil Service Commission's list of persons eligible for appointment in the hiring cycle.

An additional seventeen hundred dollar (\$1,700) incentive if the department hires one or more (1+) of the referred applicants, certified or non-certified.

An eligibility list is defined as those eligible for appointment to the department by the appointing authority. "Hired" is defined as the new employee beginning the first day of employment. Referrals will be based on hiring cycles. A hiring cycle commences when the appointing authority makes a requisition upon the Civil Service Commission for the names and addresses of persons eligible for appointment and is complete once an eligibility list has been certified.

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 2022-253

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, 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 FOP met to negotiate a labor memorandum of understanding; and

WHEREAS, the labor memorandum of understanding renews the referral incentive for FOP members; 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 Labor Memorandum of Understanding by and between the City Of Grand Island and the Fraternal Order of Police (FOP) Grand Island Lodge No. 24 for the period of September 13, 2022 through September 30, 2025.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 13, 2022.

Roger G. Steele, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 9, 2022	☐ City Attorney