

CITY OF NORTH LITTLE  
ROCK UNIFORM  
EMPLOYEE  
COMPENSATION AND  
BENEFITS POLICY

Uniform Employee  
Compensation and Benefits  
Policy

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# Chapter 1

## Introduction, Conditions, and Definitions

**1.1 Purpose.** This publication is a compilation of the current compensation and benefits policies for uniform employees of the City of North Little Rock as approved by the City Council. In any case of contradiction between any provision of this document and the authorizing (reference) document(s), the authorizing (reference) document(s) will govern.

**1.2 Non-Contractual.** This document is for informational and reference purposes only and does not constitute an employment contract or agreement. The provisions herein have been enacted by administrative or legislative authority and are subject to change.

**1.3 Implementation.** The chiefs of the uniform departments, finance director, human resource director, and other city officials and employees whose functions are necessary to give effect to these policies are directed to establish the necessary procedures and oversight to carry out the provisions contained herein.

**1.4 Preemption.** These provisions supersede any department policy or directive in conflict.

### 1.5 Definitions

*City* – the City of North Little Rock Arkansas.

*City Council* – the governing body of the City made up of eight elected council members and the mayor as authorized by the laws of the State of Arkansas.

*Executive Uniform Employee* – the fire chief, assistant fire chief, police chief, and assistant police chief.

*Exempt Uniform Employee* - the fire chief, assistant fire chief, police chief, and assistant police chief are declared exempt under the Federal Fair Labor Standards Act and are therefore not eligible for the overtime pay.

*Uniform Employees (Employee)*– the full-time sworn members of the police and fire departments of the City that consist of fire fighters, fire lieutenants, fire captains, fire battalion chiefs, assistant fire chief, fire chief, police officers, police sergeants, police lieutenants, police captains, assistant police chief, and police chief.

*Mayor*—the person holding or lawfully acting the statutory office of Mayor of the City of North Little Rock which position serves as the City’s chief executive.

*Shift or Work Shift*—means the continuous period of time an employee is scheduled to work within the day, unless the usage would clearly have another common meaning.

### 1.6 Dispute Resolution

Any disputes that may arise regarding the application of any of policies contained herein should first be addressed by the effected department head. If there is no resolution at that level, the complaint

will be addressed by the Human Resources director. If necessary, a final determination will be made by the mayor. At each level the decision maker should enlist the counsel of the Finance Director, Human Resource director, City Attorney, and other City officials, as appropriate. If the dispute is related to an issue covered by a work agreement between the City and a recognized bargaining unit, the grievance procedure set forth in the contract shall apply.

## Chapter 2 General Policies

**2.1 Workers' Compensation.** Workers' compensation insurance coverage for job related injuries and illnesses is provided for all employees. All medical costs relating to on-the-job injuries which are not covered by workers' compensation shall be paid by the City. No sick leave will be charged against an employee while he/she is incapacitated by an on-the-job injury. An employee injured on the job shall continue to receive his/her regular rate of pay during the time of medical disability for a period not to exceed 104 weeks. Any disability payments received from workers' compensation coverage for the same injury shall be credited to the City. In the event of permanent disability or death, additional workers' compensation benefits may be available.

*(ref. Title 11 Chapter 9 Arkansas Code Annotated; Ordinance )*

**2.2 Medical Insurance.** Quality medical insurance including dental coverage is available to all full-time employees. Currently, the City pays all or part of the insurance premiums: 100% of the employee-only coverage and 75% of the cost for family coverage is paid by the City. If future monthly premium costs exceed \$467 for individual coverage and \$1,050 for family coverage, the increased cost will be paid by the employee. Provided, however, that the cost to the employee will not increase by more than 5% of the total premium cost in any calendar year.

The City may opt to provide medical coverage through a self-insurance plan, risk management plan, or health benefit plan; all of which shall be considered medical insurance for the purpose of this policy. The plan will include an annual wellness exam for the employee at no cost to the employee.

A person may not be covered more than once in the City sponsored medical insurance, meaning that a spouse or dependent who also is employed by the City cannot be both a primary beneficiary and dependent beneficiary at the same time nor can a person be covered as a dependent by more than one city employee. There may be other conditions and limitations. A full statement of coverages is available at the Human Resources Office and will be provided to each employee by the provider. Questions should be directed to HR.

In the event of the death of an employee in the line of duty, the City will pay 100% of the health insurance premiums for the member's spouse until remarriage or timely enrollment in Medicare upon attaining eligibility and all dependent children until the children are no longer eligible pursuant to the terms of the insurance coverage in effect at the time

*(ref. City Council Resolution 9073, 9630, 9631, and City Ord. 9057,9061, and 9067; Arkansas Municipal Health Benefit Fund Policy)*

**2.3 Life Insurance.** The City provides, at no cost to the employee, \$25,000.00 life insurance with double accidental death and dismemberment provisions for every full-time employee. Additional coverage may be available for purchase by the employee.

**2.4 Retirement Plan.** Employees are members of the Arkansas Local Police and Fire Retirement System (LOPFI). Employees currently contribute by payroll deduction 8.5% of wages earned. The City contributes a much larger percentage to ensure soundness of the fund. Employees hired before July 1,

2013 are vested in the plan after 5 years of credited service and employees hired after that date vest after 10 years of credited service. A handbook containing complete details of the plan may be viewed or downloaded from the LOPFI website.

Employees that were hired prior to January 1, 1983 are covered by a Local Fire Pension plan or Local Police Pension plan. Both are administered by LOPFI. Employees under this plan contribute 6% of wages earned. The rules and benefits are different than those of the LOPFI plan. Vesting in this plan is 20 years. For more information contact LOPFI.

*(Ref. Title 24 Chapters 10 and 11 Arkansas Code Annotated)*

## **2.5 Family and Medical Leave Act (FMLA) Policy.**

*(Ref. Executive Order of the Mayor S-009)*

### **Provisions**

The Family Medical Leave Act of 1993 (FMLA) became effective August 5, 1993, and provides eligible employees unpaid medical leave as needed for up to twelve (12) weeks per calendar year for qualifying reasons. This policy may be revised from time to time when revisions are made by Congress or the Department of Labor. Procedures may change from time to time as deemed necessary and expedient.

### **Eligibility**

Any employee who has been employed at least 12 months (need not have been consecutive) and has actually worked at least 1,250 hours during the 12 months immediately preceding the date of the commencement of the leave is eligible for up to 12 weeks of unpaid FMLA leave. All classes of employees are eligible providing they meet the foregoing requirement and the need for leave is verified by the medical provider.

### **Spouses Both Employed by City**

A married couple who both work for the City, who are eligible for FMLA leave, may be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care, or to care for the child after placement; or to care for the employee's parent with a serious health condition. For example, if each spouse took 6 weeks of leave to care for a healthy newborn child, each could use an additional 6 weeks due to his or her own serious health condition or to care for a child with a serious health condition.

### **Military Employees Returning from Active Duty**

A covered service member who is absent from employment for an extended period of time due to active military service may be eligible for FMLA leave upon return to City employment even though he/she may not meet the hours worked requirement.

Pursuant to a Memorandum dated July 22, 2002 from the U.S. Department of Labor, an employee reemployed following active duty military service would be entitled to FMLA leave if the hours that he or she would have worked for the City during the period of active military service would have met the FMLA eligibility threshold. Therefore, in determining whether a veteran meets the FMLA eligibility requirement, the months employed and the hours that were actually worked for the City should be combined with

the months and hours that would have been worked during the twelve months prior to the start of the leave requested but for the military service.

### **Military FMLA**

The FMLA entitles eligible employees who work for covered employers to take up to 12 workweeks of unpaid, job-protected leave in a 12-month period for a “qualifying exigency” arising out of the foreign deployment of the employee’s spouse, son, daughter, or parent. FMLA leave for this purpose is called qualifying exigency leave.

The Act also allows for military caregiver leave for an eligible employee who is the spouse, son, daughter, parent, or “next of kin” of a covered veteran with a serious injury or illness to take up to a total of **26 workweeks** of unpaid leave during a “single 12-month period” to provide care for the veteran.

To check eligibility and application requirements, contact the Human Resources Department.

### **Notifications of Need for FMLA Leave**

The request and notification requirements for FMLA leave are the same as those for requesting other types of paid leave. Written notice must be provided thirty (30) days prior to any foreseeable leave, such as childbirth, adoption, or planned medical treatment. However, if emergency conditions prevent thirty (30) days notification, you must notify your department head or supervisor as soon as possible, preferably within fifteen (15) days of the emergency. When leave is needed for an immediate family member or the employee’s own illness, and the leave is for planned medical treatment, the employee must try to schedule such treatment so as not to unduly disrupt the department’s operations.

### **Medical Provider Certifications of the Need for FMLA Leave**

The medical provider certification to verify a serious health condition for FMLA leave are the same as required for eligibility for sick leave benefits. Employees must provide medical verification of the need for medical leave. If the City disagrees with the medical opinion provided by the employee’s medical provider, the City, at its expense, may require a second medical opinion. In the event the first and second medical opinions differ, the City may acquire, at its expense, a third medical opinion. The medical provider for the third medical opinion will be selected jointly by the City and the employee. The third medical opinion will be binding on both parties.

### **Medical Provider Release to Return to Work**

A medical fitness for duty release is required for all employees who return to work from medical leave of any kind that exceeds three (3) working days, including FMLA leave.

### **Status Reports**

Employees on medical leave must provide periodic reports as directed by the department head regarding their status and intent to return to work.

### **Contacting Employee's Health Provider**

The Human Resources director or designee or the department head or designee, that is not the employee's direct supervisor, may contact an employee's health care provider for clarification if needed to confirm FMLA eligibility.

### **FMLA Qualifying Events**

1. The birth of a son or daughter and to care for the newborn child. Circumstances may require that leave begin before the actual date of the birth of a child. An expectant mother may take FMLA leave before the birth of the child for prenatal care or if her condition makes her unable to work. Leave for the birth of a child must be concluded within 12 months after the birth.

2. The placement of a son or daughter with the employee for adoption or for foster care. (Foster care is defined under the Act to require State action, rather than just an informal arrangement to care for another person's child). Leave can also begin before the actual placement or adoption of a child if an absence from work is required for the placement to proceed. Leave for adoption or foster care must be concluded within 12 months after the event.

3. The employee is needed to care for the employee's spouse, child, or parent with a serious health condition.

4. A serious health condition that makes the employee unable to perform the functions of the employee's job. An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions of the position during the absence for treatment. The City may, in requiring certification from a health care provider, provide the employee's medical provider a statement of the essential functions of an employee's position for the medical provider to review.

5. To care for the employee's "next of kin" who is a covered service member suffering from a serious injury or illness as a result of service in the United States Military or for a "Qualifying Exigency" resulting from active duty military service. See the military FMLA sub-section above.

FMLA leave entitlements for medical reasons are predicated upon the existence of a serious health condition of the employee or qualified family member, as defined by the Act.

For purposes of confirmation of family relationship, the City may require the employee giving notice of the need for leave to provide reasonable documentation or statements of family relationship. This documentation may take the form of a simple statement from the employee, a child's birth certificate, a court document, etc. The employer is entitled to examine such documentation, and the employee is entitled to the return of the official document(s) submitted for this purpose.

## Definitions

*Spouse* means a husband or wife as defined or recognized under State law for purposes of marriage in the State where the employee resides, including common law marriage in States where it is recognized.

*Parent* means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child as defined below. The term does not include parents "in law."

*Child* means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care because of mental or physical disability."

*Active Duty*—The term "*active duty*" means duty under a call or order to active duty (or a notification of an impending call or order to active duty) in support of a contingency operation pursuant to Section 688 of Title 10 of the United States Code.

*Next of Kin* —The term "*next of kin*" used with respect to an individual, means the nearest blood relative of that individual in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. This term only applies to employees requesting 26 weeks of Military FMLA due to serious injury or illness.

*Covered Service Member*- The term "*covered service member*" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty in the Armed Forces; or an illness or injury aggravated in the line of duty.

*Covered Active Duty*- The term "*covered active duty*" means the military member **must now be deployed to a foreign country.**

*Covered Veteran*- The term "*covered veteran*" means an individual who has been discharged from the armed services under conditions other than dishonorable within the 5 year period before the eligible employee first takes FMLA leave to care for the covered veteran.

*Qualifying Exigency* – The term "*qualifying exigency*" may be defined as any of the following events that arise out of active duty employment:

1. Issues arising from a covered military member's short notice deployment (i.e. deployment on seven or less days of notice). Leave taken for short term deployment must be taken within 7 days of the date of notification of deployment;

2. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and information briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
3. Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
4. Making or updating financial and legal arrangements to address a covered military member's absence;
5. Counseling;
6. Rest and recuperation: An employee may take up to 15 calendar days for rest and recuperation;
7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
8. Parental care leave to care for the parent of a military-member that has been placed on covered active duty military; or
9. Any other event that the employee and employer agree is a qualifying exigency.

In the event the employee and the employer cannot agree to item number 9 listed above, the employer may reserve the right to deny the employee's request; or

Eligible employees are required to use paid annual leave for a Non-Medical Military FMLA request. Sick leave may not be used for Non-Medical FMLA.

*Clarification* – The term “clarification” means contacting the employee's health care provider in order to understand the handwriting on the medical certification or to understand the meaning of a response; no additional information beyond that included in the certification form will be requested and any contact with the employee's health care provider will comply with the requirements of HIPAA Privacy Rule.

*In loco parentis* means a person with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

*Incapable of self-care* means that the individual requires active assistance or supervision to provide daily self-care in three or more of the “activities of daily living” (ADLs) or “instrumental activities of daily living” (IADLs).

*Activities of daily living (ADLs)* include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating.

*Instrumental activities of daily living (IADLs)* include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

*Physical or mental disability* means a physical or mental impairment that substantially limits one or more of the major life activities of an individual as defined by 29 CFR § 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. §12101 et seq. and all applicable Court decisions.

*Incapacity* means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment thereafter, or recovery there from.

*Chronic serious health condition* is one which requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider, that continues over an extended period of time (including recurring episodes of a single underlying condition); and may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

*Intermittent Leave* is FMLA leave taken in separate blocks of time due to a single qualifying reason.

*Reduced Leave Schedule* is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

*Serious Health Condition*, for purposes of FMLA, means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. In Patient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or subsequent treatment in connection with such inpatient care; OR
2. Continuing Treatment by a Health Care Provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - A period of incapacity of more than 3 consecutive calendar days, AND any subsequent treatment or period of incapacity relating to the same condition, THAT ALSO INVOLVES treatment 2 or more times by a health care provider, a nurse or physician's assistant under direct supervision of a health care provider or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, OR treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;

- Any period of incapacity due to pregnancy, or for prenatal care;
- Any period of incapacity or treatment for such incapacity due to a chronic health condition;
- A period of incapacity, which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease; or
- Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

*Unable to Perform the Essential Functions of the Position* means where the health care provider finds that the employee is incapacitated or unable to work or is unable to perform any one or more of the essential functions (job duties or physical requirements) of the employee's position within the meaning of the Americans with Disabilities Act (ADA). An employee who must be absent from work to receive medical treatment for a "serious health condition" is considered to be unable to perform the essential functions of the position during the absence for treatment.

*Treatment* includes, but is not limited to, physician care, examinations to determine if a "serious health condition" exists and evaluations of the condition. Treatment does not include routine physical, eye, or dental exams.

*Regimen of Continuing Treatment* includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

**Common Ailments Not Covered.**

Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

**Cosmetic Treatment**

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not "serious health conditions" unless inpatient hospital care is required or unless complications develop. Restorative dental or

plastic surgery after an injury or removal of cancerous growths are considered serious health conditions provided all the other conditions of the FMLA are met.

#### **Substance Abuse Treatment**

Substance abuse may be a serious health condition if other conditions of the FMLA regulations are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Treatment for substance abuse does not prevent the City from taking employment action against the employee in cases involving disciplinary actions against the employee. Absence because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.

#### **Pregnancy or Prenatal Care**

Absences attributable to incapacity due to pregnancy or for prenatal care may qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three (3) working days. For example, an employee who is pregnant may be unable to report to work because of severe morning sickness.

#### **Chronic Conditions**

Absences attributable to incapacity due to a chronic serious health condition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack, or a pregnant employee may be unable to report to work because of severe morning sickness.

#### **Substitution of Paid Leave Benefits for Unpaid FMLA Leave Entitlements**

Accumulated Sick Leave, Annual Leave and Discretionary or Personal Leave benefits, respectively, shall be substituted for unpaid FMLA entitlements for qualifying employee medical conditions other than on-the-job injuries. Substitution of paid leave benefits for unpaid leave does not extend the total length of the FMLA entitlement.

If all paid leave benefits that an employee is eligible to use for the specific situation under current City policy become exhausted prior to the expiration of the employee's unpaid FMLA entitlement, the remainder of the FMLA entitlement (if any) shall be unpaid.

Employees released by the medical provider with work restrictions requiring modified or temporary light duty may decline to return to work in a temporary light duty assignment while on FMLA leave. However, the remainder of the FMLA entitlement will be unpaid unless there are other paid leave benefits for which the employee is eligible under the circumstances. Sick leave is only payable if an employee is incapacitated and unable to work.

Employees working for another employer while on FMLA leave shall not be eligible for paid sick leave benefits since they are not incapacitated and unable to work.

Annual leave or personal leave will be substituted concurrently with FMLA and when exhausted, the remainder of the FMLA entitlement shall be unpaid.

### **Workers' Compensation Benefits**

When an employee is on leave due to an on-the-job injury or illness which is a serious health condition under the FMLA, the workers' compensation absence and FMLA will run concurrently. Sick leave benefits shall not be used to provide compensation during absences due to on-the-job injuries.

The City provides supplemental payments while injured employees are drawing Workers' Compensation (WC) Total Temporary Disability (TTD) payments from the City's WC Administrator. These supplemental payments are provided for a limited period while employees are drawing WC TTD payments so the employee will experience no reduction in compensation. WC TTD payments and the City's supplemental payments shall substitute for any unpaid FMLA leave entitlement as long as employees remain eligible for the WC TTD payments.

Employees who receive a medical release to return to work with temporary work restrictions requiring temporary modified or light duty may decline to return to work while on FMLA leave for on-the-job injury/illness.

Refusals to accept offers of temporary modified or light duty are required to be reported to the WC Administrator. The City is also required to report any knowledge it has regarding employees working for another employer while absent and drawing WC TTD benefits. This may or may not result in the denial of further WC TTD wage payments. The decision to suspend TTD payments is made by the Workers' Compensation Administrator.

Once an employee is no longer receiving the WC TTD payments, the employee is no longer eligible for the City's supplemental payments. If the employee has available annual leave or personal leave, it will be substituted concurrently with the FMLA leave until exhausted, after which any remaining FMLA entitlement will be unpaid.

### **Intermittent Leave or Reduced Work Schedule**

Intermittent leave may be taken for a serious health condition that requires treatment by a health care provider periodically, rather than for one continuous period of time, and may include leave of periods from fifteen minutes or more to several weeks. Only the hours not worked are charged to FMLA leave.

Employees needing intermittent leave or a reduced work schedule must attempt to schedule their leave so as not to disrupt their department's operations. In addition the department head may temporarily assign an employee to an alternative position with equivalent pay and benefits to better accommodate the employee's intermittent or reduced leave schedule.

To be eligible for intermittent leave or leave on a reduced work schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through

an intermittent or reduced work schedule. The treatment regimen and other information provided in the medical certification of the serious health condition meets the requirement for certification of the medical necessity for intermittent leave or a reduced work schedule.

**For Medical Treatments**

When medically necessary for planned or unanticipated medical treatment of a serious health condition by or under the supervision of a health care provider, recovery from treatment, or recovery from a serious health condition, FMLA leave may be taken intermittently or on a reduced schedule.

**For Periods of Incapacity**

Intermittent or reduced schedule leave may be taken for absences where the employee, spouse, child, or parent is incapacitated or unable to perform the essential functions of the position because of a chronic serious health condition, even if he or she does not receive treatment at that time by a health care provider.

**For Care of Spouse, Child, or Parent With A Serious Health Condition**

With medical certification in a form approved by the City, intermittent leave or a reduced work schedule may also be taken to provide care or psychological comfort to a spouse, child, or parent with a condition meeting the definition of a “serious health condition.” Medical statements shall certify:

- that such leave is medically necessary;
- the expected duration and schedule of such leave; and
- the type of care or psychological comfort that the employee is to provide to the spouse , child, or parent.

**For Birth or Placement of a Child for Adoption or Foster Care**

An employee may take leave intermittently or on a reduced work schedule after birth of a child or for care of the child or placement of a child for adoption or foster care only if the department head agrees to permit intermittent leave or a reduced work schedule. The department head’s agreement is not required, however, for leave during which the mother has a serious health condition in connection with the birth of her child or if the child has a serious health condition.

**Possibility of Transfers Due to Intermittent and Reduced Schedule Leave**

During periods of intermittent leave or reduced work schedule, the City may require the employee to transfer temporarily to an available alternative position with equivalent hourly rate of pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

Such transfer may include transfer to an alternative full-time position that better accommodates the employee’s need for intermittent leave or reduced work schedule or to a part-time job with equivalent hourly rate of pay and benefits or altering an existing job to better accommodate the employee's need for intermittent or reduced schedule leave. The employee will not be required to take more leave than is medically necessary

and transfers or reassignments will be made in such a manner so as to not work an undue hardship on the employee.

When an employee who has been transferred to an alternative position no longer needs to continue on leave and is able to return to full-time work, the employee must be placed in the same or equivalent job as the job he/she left when the leave commenced.

### **Designating Leave as FMLA Leave is Department Head Responsibility**

In all circumstances, whether requested in advance or unforeseen, it is the responsibility of the department head (or authorized designate) to determine if the absence is FMLA-qualifying and if so, if the employee is eligible for FMLA leave. If both qualification and eligibility is found to exist, the department head or designee must designate the absence as foreseen or unforeseen, paid or unpaid, as FMLA qualifying leave and give written notice of that designation to the employee.

Such designation is based on information provided by the employee. If the employee is incapacitated, the information must be provided by the employee's spokesperson (the employee's spouse, adult child, parent, doctor, etc.) If the supervisor or department head does not have sufficient information about the reason for an employee's absence, the supervisor or department head shall submit in writing the additional information needed to the employee or the spokesperson. The employee is allowed 7 days to provide the necessary information, unless seven days is not practicable under particular circumstances despite the employee's diligent good faith efforts. Once the department head (or authorized designate) has made the determination that the leave is being taken for an FMLA reason, the department head (or authorized designate) must promptly (within five business days without extenuating circumstances) notify the employee whether the leave is FMLA qualifying and whether or not the employee is eligible for FMLA.

### **Employee Responsibility**

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

Employees giving notice of a need for medical leave for themselves or an immediate family member must within 15 days provide sufficient information to enable the department head (or authorized designate) to determine whether the employee is eligible for paid leave and/or whether or not the leave qualifies under the FMLA.

If the employee fails to provide sufficient information to make this determination within the allowed time period, the department head or designate will notify the employee in writing of the additional information needed to cure the deficiency and allow 7 days for the employee to provide that information, unless seven days is not practicable

under particular circumstances despite the employee's diligent good faith efforts. If the need for leave is determined to be FMLA-qualifying, the appropriate paid leave benefits will be substituted concurrently with the employee's unpaid FMLA entitlement.

Similarly, an employee on leave for a vacation or other personal reasons who seeks an extension of leave for an FMLA-qualifying purpose will need to state the reason. If this is due to an event that occurred during the period of vacation or personal leave, the City may count the leave used after the FMLA-qualifying event against the employee's twelve (12) week FMLA entitlement.

Employees requesting to use Discretionary or Annual Leave or comp time off for medical reasons must likewise inform the department head of the reasons for the absence(s) to allow the department head (or authorized designate) to determine whether the leave is FMLA-qualifying and should be designated as such.

#### **To Determine Eligibility and Need**

As stated previously, an employee must state a qualifying reason for needing leave to allow the department head to designate eligibility for leave under the Act. Medical certifications are required.

#### **Required Certification to Care for Newly-Placed Foster Child**

To care for a newly-placed foster child, certification from the state agency responsible for placing the child is required. In cases of foreseeable placement, certification is required at time of request (30 days advance notice). If the placement is on an emergency basis, certification from the State agency is required as soon as is practical, or no later than two business days following the placement.

#### **Job Restoration**

Following FMLA leave, employees will be returned to the same position held prior to the leave or one that is equivalent in pay, benefits and other terms and conditions of employment.

Employees who have been medically-released to return to full duty and who do not report to work the next work day following expiration of their FMLA leave may become subject to discharge.

##### *Exceptions:*

It should be understood that under very limited circumstances, certain highly compensated salaried "key" employees are eligible for FMLA leave, but are not guaranteed restoration to their positions if they choose to take leave. If an employee is considered a "key" employee and the City plans to deny job restoration, the City shall notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave; notify the employee as soon as the City decides it will deny job restoration and explain the reasons for this decision; offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

*"Key" Employee Definition:* A "key" employee is a salaried "eligible" employee who is among the highest paid ten percent (10%) of employees.

#### **Intent Not to Return to Work**

If any employee unequivocally informs the City that he or she does not intend to return to work, the employment relationship is deemed terminated, and the employee's entitlement to reinstatement, continued leave, and health benefits ceases, except as covered by C.O.B.R.A.

#### **Employee Reporting Responsibility**

Employees on FMLA leave must report periodically, as required by the Department head and/or City policy, on the employee's status and intention to return to work.

#### **Penalty for Fraud**

An employee who fraudulently obtains FMLA leave from the City is not protected by FMLA's job restoration or maintenance of health benefits provisions and is subject to discharge.

#### **Health Care Insurance**

The City will maintain group health insurance coverage, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work, i.e., employee must pay the same allocation of cost as for all employees.

Before any period of FMLA leave without pay commences, the employee must contact the Finance Department to make arrangements to pay their usual share of health insurance premiums to the City. The City's obligation to maintain health benefits under FMLA stops if and when an employee informs the employer of the intent not to return to work at the end of the leave period, or if the employee fails to return to work when the FMLA leave entitlement is exhausted.

The City's obligation also stops if the employee's premium payment is more than 30 days late and the City has given the employee written notice at least 15 days in advance advising that coverage will cease if payment is not received.

Employees should contact the Finance Department as far in advance of unpaid leave as possible to obtain details about making payment. In cases of sufficient notice, it is possible to begin making extra deductions in advance so that the payments will be made and the employee will not have to be concerned about them while off on unpaid leave. All insurance payments are paid one month in advance, i.e., May's premium is due in April, etc.

#### **Other Payroll Deductions**

While an employee is on paid leave the City will continue other payroll deductions for employee-elective insurance coverage or other elective payroll deductions, such as contributions to the Deferred Compensation program or the Credit Union. However,

during periods of unpaid leave, the City will require that the employee continue to make those payments, along with the employee's share of health care payments.

### **Status Reports**

The City requires periodic reports from an employee during leave regarding the employee's status and intent to return to work. If the employee provides a statement of intent to return to work, even if the statement is qualified, entitlement to leave and maintenance of health benefits continues. However, if the employee gives an unequivocal notice of intent not to return to work, the City's obligations to provide health benefits (except pursuant to C.O.B.R.A. requirements) and to restore the employee end.

### **Failure to Return to Work**

If an employee willingly does not return to work for at least 30 calendar days after the expiration of his or her leave, then he or she may be required to reimburse the City for payment of any health insurance premiums paid by the City during the leave. If the employee does not return because of the continuing serious health condition, then reimbursement will not be required.

### **Earned and Accrued Benefits**

During any leave without pay, including unpaid FMLA leave, employees do not earn or accumulate paid leave benefits. However, leave benefits that accumulated prior to the start of the FMLA leave that remain following the FMLA will not be lost, and use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being considered.

### **Non-Discrimination Policy**

The City of North Little Rock is an Equal Opportunity Employer. It is the policy of the City not to discharge or discriminate against any employee exercising his or her rights under the Family Medical Leave Act. Acts of retaliation against any employee exercising his/her right to leave under the Act are prohibited.

### **Conflicts in Policies**

Where conflicts arise in the application of existing City policies and/or State laws vs. the FMLA regulations, FMLA regulations will prevail where reasons for leave are determined to be eligible for the FMLA. Where conflicts arise in the application of existing federal law vs. the FMLA regulations, the provisions of each will be coordinated on a case by case basis.

## **2.6 MILITARY LEAVE**

*(Ref. Executive Order of the Mayor S-010)*

### **Provisions**

The following policy conforms to Arkansas Statutes 21-4-102, 12-62-413, and the United States Employment and Re-employment Rights Act (USERRA). Neither have been included in their entirety. For complete information on specific details it will be necessary to consult the Arkansas Code or USERRA provisions. If there is any conflict between this policy and either law, the law will prevail. If there is a conflict between Arkansas Statutes and USERRA's provisions, USERRA will prevail. For questions regarding a specific situation not covered herein, employees should contact the Human Resources Department.

### **Annual Training and Duties Performed in an Official Duty Status**

Any employee who is a reservist or member of the National Guard, who desires or is ordered to participate in the military training programs made available by the National Guard or any of the reserve branches of the armed forces, shall be entitled to a paid leave of absence for a period of fifteen (15) days plus necessary travel time for annual training requirements or other duties performed in an official duty status in any one (1) calendar year. Necessary travel time is calculated based on the authorized mode of travel listed on the employee's orders and the Official Table of Distances published by the federal government.

The employee shall be entitled to his regular salary during the time he is away from his duties during such leave of absence. Such leave of absence shall be in addition to the regular vacation time allowed to the employee.

Whenever any employee of the City is granted military leave for a period of fifteen (15) days per calendar year, the unused military leave will accumulate for use in succeeding calendar years until it totals fifteen (15) days at the beginning of the calendar year, for a maximum number of military leave days available in any one (1) calendar year to be thirty (30) days.

An employee who is scheduled to attend drill during scheduled work days may elect to count this time towards meeting the allotment mentioned above. After an employee has exhausted his allotted military paid leave days in a calendar year, his participation in annual training programs or assignments shall be considered as leave without pay for the remainder of that calendar year, unless the employee opts to use available paid annual or personal leave.

### **Emergency Activations**

Employees called to duty in emergency situations by the Governor or by the President shall be granted leave with pay not to exceed 30 working days, after which leave without pay will be granted. This leave shall be granted in addition to all other leave the employee shall be entitled to. "Emergency situations" as defined by Arkansas Statutes § 21-4-212(e), are "any case of invasion, disaster, insurrection, riot, breach of peace, or imminent danger thereof, threats to the public health or security, or threats to the maintenance of law and order."

During a military leave of absence, the employee shall be entitled to preserve all seniority rights, efficiency or performance ratings, promotional status, retirement privileges, life and

disability insurance benefits, and any other rights, privileges, and benefits to which the employee has become entitled.

The period of emergency military service shall, for purposes of computation to determine eligibility for retirement benefits, be deemed as continuous service in compliance with the rules of LOPFI and the employee shall not be required to make contributions to the retirement fund for the leave period. See the section "Reinstatement Following Active Duty" below for more information.

During the period of paid emergency activation leave any ancillary payments due the employee, such as longevity holiday pay, and educational pay, will be paid and insurance coverages will continue as if the employee is actively employed with the City. Except as provided below, after this period ancillary payments will not be made or accrued.

The City shall continue to contribute its portion of any life or disability insurance premiums during the leave of absence on behalf of the employee, if requested, so that continuous coverage may be maintained. If the employee wishes to continue health insurance coverage during active duty after the initial 30 working days, the employee must make arrangements in advance to pay the full cost of the insurance.

**Benefits/Payments While on Non-Emergency Active Duty of Less than 31 Days.**

Employees on active duty military leave for a period of 30 days or less will continue to receive accrual of leave and other benefits and the City will continue to pay the City's portion of health insurance premiums the same as if they were actively working. The employee's regular salary will be paid in accordance with the military leave benefit or other leave time that is used by the employee upon expiration of available military leave. If the employee opts to use unpaid leave, the City will continue full payment for health insurance, however, the employee must reimburse the City for the employee's portion of the premiums.

**Benefits/Payments While on Non-Emergency Active Duty Exceeding 30 Days.**

Employees on active duty military leave for a period of more than 30 days are considered to be employees of the State or Federal government and their employment with the City is ceased for the duration of the active duty assignment. Salary payments and other benefits will be suspended as will accrual of leave time. Accumulated leave balances will be retained and restored to the employee upon return to City employment. The employee may opt to continue the City sponsored health and other insurance programs but must arrange in advance to pay the full premium costs. The employee's seniority accumulation will continue to run during the time of military service and be applied to seniority or tenure based benefits upon the employee's return to City employment.

**Notification Requirements**

The employee shall be required to furnish the department head with copies of military orders or other appropriate verifying documentation as soon as possible after the employee receives it.

**Recordkeeping Requirements**

Copies of all military orders shall be forwarded to the Human Resources Department for inclusion in the employee's official personnel file.

A copy of the orders or other qualifying documentation must also accompany the bi-weekly time sheets to the Finance Department, with the days the employee is absent from work so noted in the section provided, or in the "Comments" section regarding each employee.

After the exhaustion of the paid military leave provided by the City as described above, the employee's employment status shall be recorded as military leave without pay.

### **Reinstatement Following Active Duty**

The right of reemployment shall conform to all federal and state government rules and regulations.

Employees who have been on active duty military leave of absence shall be re-employed in the position vacated or an equivalent position at no loss of seniority or any of the other benefits and privileges of employment.

Re-employment rights and benefits and other employment benefits are conditioned on all the following:

- The employee or an appropriate officer of the uniformed service in which service is performed providing advance written or verbal notice of such service to the department head, unless such notice is precluded by military necessity, or under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable. A determination of military necessity for the purposes of this policy shall be made pursuant to regulations prescribed by the Secretary of Defense and shall not be subject to judicial review; and
- The cumulative length of the absence and of all previous absences from a position of employment with the City by reason of service in the uniformed services does not exceed five (5) years, except for reasons described in USERRA as described below; and
- The employee being released from service under honorable or general conditions; and
- The employee reporting to the department head or submitting an application for reemployment to the department head within the period of time set out below.

Reinstatement is based on the duration of the uniformed service. For periods of military service up to 30 days, the employee must report back to work at the next regularly scheduled shift on the day following release from the military, safe travel home, and 8 hours of rest. Following a period of service of 31-180 days, the employee must apply for reemployment within 14 days following release. Following a period of service of 181 days or more, the employee must apply for reemployment within 90 days after release. In applying for reemployment the employee should identify himself or herself, state that he/she left the City's employment to perform military service, that he/she has completed the service and wants to be reinstated. Failure to return to work or apply for reemployment within the specified time limits through the employee's own fault does not necessarily forfeit the employee's reemployment rights, but makes the employee subject to the City's rules concerning unauthorized absences from work.

Reservists ordered to initial active duty for not less than 12 weeks have 31 days from the date of release after satisfactory service to apply for reemployment.

Any periods of illness, injury, authorized military leave, and other authorized absence while on active service in the armed forces is included as active service.

No application for re-employment is required by law for reservists or members of the National Guard who perform weekend, annual, or special duty training.

An employee may not be re-employed if the City's circumstances have changed so as to make such reemployment impossible or unreasonable or such reemployment would impose an undue hardship on the City or the department from which the person leaves.

The military service time actually served by the employee will be credited to the employee as Local Police and Fire Retirement System (LOPFI) service credit. The credit shall be given in accordance with USERRA if (1) the employee again becomes an employee of a LOPFI-covered employer within the period set out in USERRA after honorable discharge from the armed services, (2) the employee returns to LOPFI any contributions that the employee withdrew along with interest from the date of withdrawal to the date of repayment, and (3) all employee and employer contributions are remitted to LOPFI for the period of time the member is seeking credit. During the period of USERRA service, and until the employee returns, contributions to LOPFI are suspended. The LOPFI office should be contacted for more detailed information regarding pension credit during military service.

#### **Five-year Limit.**

USERRA sets a 5 year cumulative limit on the amount of military leave you can perform and retain reemployment rights with your employer. There are some important exceptions to the 5 year limit. If you are unable to obtain release or if service is required to complete an initial period of obligated service, that time of service is exempt (examples: An initial enlistment may last more than 5 years, such as for nuclear power training. In this case, an employee retains reinstatement rights with the employer. If an employee was hospitalized for or is recovering from an illness or injury incurred in, or aggravated during military service, the limit may be extended up to an additional 2 years.) Drills (inactive duty training), annual training, involuntary active duty extensions (including training certified as necessary by your service), and recalls due to a war or national emergency are not counted in the 5 year cumulative total.

#### **Non-Discrimination**

Discrimination against persons who serve in the uniformed services and acts of reprisal for such service is prohibited. Complaints of such discrimination are taken seriously and will be investigated and appropriate action taken.

#### **Definitions**

Benefit, benefit of employment, or rights and benefits means any advantage, profit, privilege, gain, status, account or interest (other than wages or salary for work performed) that accrues by reason of an employment contract or an employer policy, plan or practice and includes rights and benefits under a pension plan, a health plan, insurance coverage and awards, bonuses, severance pay, supplemental unemployment benefits, and vacations.

Seniority means longevity in employment, together with any benefits of employment that accrue with, or are determined by, longevity in employment.

Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority. Service in the uniformed services includes active duty, active and inactive duty for training, National Guard duty under Federal statute, and a period for which a person is absent from a position of employment for an examination to determine the fitness of the person to perform such duty. The term also includes a period for which a person is absent from employment to perform funeral honors duty as authorized by law (10 U.S.C. §12503 or 32 U.S.C. §115). The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, Pub. L. 107-188, provides that service as an intermittent disaster-response appointee upon activation of the National Disaster Medical System (NDMS) or as a participant in an authorized training program is deemed “service in the uniformed services.” 42 U.S.C. §300hh-11(e)(3).

Uniformed services means the Armed Forces of the United States; including the Army, Navy, Air Force, Marines and associated Reserves and the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service; and any other category of persons designated by the President in time of war or national emergency. For purposes of USERRA coverage only, service as an intermittent disaster response appointee of the NDMS when federally activated or attending authorized training in support of their Federal mission is deemed “service in the uniformed services,” although such appointee is not a member of the “uniformed services” as defined by USERRA.

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## **Chapter 3**

### **Fire Department**

*(reference this chapter: City Ord. 9061, Ord. 9067, & Res. 9674)*

**3.1 Salaries.** Annual salaries for the various ranks of the fire department are listed in Appendix 3-A and are paid on a bi-weekly basis. The pay week is Saturday through Friday. Payday is the Friday following the close of the pay period. The preferred payment form is electronic transfer.

**3.2 Scheduled Overtime (Non-Executive Employees).** The City has chosen a 14 day cycle as provided by the Federal Fair Labor Standards Act (FLSA) for the payment of overtime. Non-exempt employees assigned to 24-hour shifts will normally be scheduled to work 96 hours (4 shifts) or 120 hours (5 shifts) within the 14 day cycle. The FLSA requires overtime payment for hours worked in excess of 106. Only hours actually worked are included in the calculation for this overtime. The overtime payment will be made in the first pay period following the end of the 14 day period.

**3.3 Non-Scheduled Overtime (Non-Executive Employees).** Non-exempt employees who work hours in excess of their regularly scheduled work hours within a 14 day cycle are entitled to overtime compensation. The overtime threshold for 24-hour shift employees is 106 hours and 80 hours for 8-hour shift employees. For purposes of determining non-scheduled overtime eligibility, the following leave types will be counted as time actually worked: vacation, personal leave, bereavement leave, and compensatory time taken. Regular overtime payment will be made in the first pay period following the end of the 14 day cycle.

An employee may elect, in lieu of overtime pay, to receive compensatory time for non-scheduled overtime with the pre-approval of the Fire Chief and in accordance with department policy. The compensatory time rate is 1 ½ hours for each hour worked. A maximum accumulation for compensatory time is 240 hours.

- (a) Call back. All employees who are called back for duty after having been off duty and away from the assigned duty station for more than 15 minutes shall be paid a minimum of 4 hours overtime.
- (b) Holdover. All employees who are required to work past their normal relief time after working a full shift shall be paid overtime in 15 minute increments. Partial increments will be rounded to the nearest quarter hour.
- (c) Overtime shall be paid when employees are required to report for administrative purposes, training, meetings, to appear in court, or when subpoenaed for Civil Service Commission hearings on departmental business during off duty hours.

**3.4 No Duplication of Payment.** Overtime cannot be for paid for both regular overtime and scheduled overtime for the same hours.

**3.5 Overtime Rate.** The overtime rate is calculated by combining the employee's annual base salary, longevity pay, educational incentive pay, and 40-hour worker pay, if applicable; then dividing that sum by 2920 for 24-hour shift employees and by 2080 for 40 hour per week employees; and then multiplying that result by 1.5.

**3.6 Holiday Pay.** Because of the nature of the work, holidays off cannot be afforded uniform fire employees. Non-executive employees will be paid an additional amount equal to the employee's daily base pay for each holiday declared by the City. The payment will be added to the pay for the pay period in which the holiday occurs. The base pay for executive employees includes consideration for holiday pay. Executive employees are given the holidays off work.

**3.7 Career Development Bonus (Non-Executive Employees).**

- (a) Educational incentive pay shall be paid at the rate of \$1.00 per month for each one credit hour of approved accredited college education up to a maximum of \$120.00 per month to all non-probationary employees who are enrolled in a minimum of 6 credit hours per semester and are participating in courses at an accredited college or university and are pursuing an acceptable degree. The amount of \$72.00 per month shall be paid to all permanent employees who have earned an Associate Degree, or \$144.00 per month to all permanent employees who have earned a Bachelor's Degree, or \$168.00 per month to all permanent employees who have earned an acceptable Master's Degree.
- (b) To be eligible for educational incentive pay, an employee must have at least one year of continuous service with the department and furnish documentation of college enrollment and satisfactory completion of accredited college hours, or the certificate of degrees to the Fire Chief or his designee and the Human Resources Department of the City.
- (c) For employees hired after 1-1-92 the only Associate or Bachelor degrees eligible for this bonus are Nursing, Trauma, Management, Chemistry, Fire Science, Fire Engineering, Fire Administration, Environmental Health, Physical Education, and Paramedic or other related degrees as determined by department policy and the Fire Chief.
- (d) A current Paramedic Certificate that is valid in the State of Arkansas shall be paid equivalent to a Bachelor's Degree in accordance with this Article. An employee may not be paid for both a college degree or hours and a paramedic certificate if the paramedic training is included within the college degree or hours.
- (e) Employees who are certified and serving as Hazardous Materials Instructors or Emergency Medical Technician Instructors shall receive an additional \$20.00 per month.
- (f) An employee, after one year's service, shall be entitled to \$45.00 per month Journeyman's pay. The employee, after earning his/her Journeyman's certificate, shall be entitled to an additional \$55.00 per month, for a total of \$100.00 per month.
- (g) Career Development Bonus payment shall be made every 6 months, on or about June 1 and December 1 for the previous six months ending April 30 and October 31. Documents must be provided to the City in accordance with established procedure by May 1 and November 1 of each calendar year. The City shall not be liable for such pay if documents are not provided within the required time limit or appropriate format.

**3.8 Work Hours.** Employees will be assigned to either 24 or 8 hour shifts depending upon the job assignment. Twenty-four hour shift workers will work a schedule of 24 hours on duty followed by 48 hours off duty. In the designated 14-day cycle, these employees will be scheduled to work either 4 (96 hours) or 5 shifts (120 hours). Eight-hour shift workers will work 5 days on and 2 days off for a total of

80 hours in the 14-day cycle. In the event of emergencies, exigencies, or changing workload demands, work hours may be extended or adjusted; employees will be given as much notice as reasonably possible and practical under the precipitating circumstances. Employees must make themselves available for call back to duty in accordance with fire department policy and directives.

**3.9 40 Hour Employee Pay Supplement (Non-Executive).** Non-executive employees assigned to a 40 hour per week position will receive supplemental pay in the amount of \$250.00 per month for the period of time assigned to that position.

Employees assigned 40 hour positions temporarily for training, light duty, or other temporary purposes are not eligible for this supplement.

**3.10 Longevity Bonus (Non-Executive Employees).** A longevity bonus of \$5.85 per month is paid for each full year of service payable in June and December.

**3.11 Working Out of Classification.** Non-executive employees assigned to temporarily perform the duties of a higher rank shall receive the pay and benefits of the beginning salary for the higher rank or position. The higher compensation shall begin with the first full work shift. Employees who do not wish to temporarily perform the duties of a higher rank will not be required to do so, unless no other on-duty personnel are available to work out of class.

**3.12 Food Allowance.** Non-executive employees will receive a food allowance of \$120.00 per month and will be allowed the use of the kitchen facilities at each station. Payment will be made twice per year, on or about June 1 and December 1.

**3.13 Detail Expense Allowance.** Twenty-four hour employees who report for duty and are then detailed to work at a station other than the station which he/she is assigned and must use a personal vehicle for transportation will be compensated at the rate of \$15.00 per detail. An employee is considered assigned to a station when he/she arrives at his/her initial work assignment for the day.

**3.14 Vacation Leave.** Eight-hour shift employees who have completed less than 15 years of continuous service with the department will be granted 120 hours of paid vacation leave annually. Employees with 15 or more years of continuous service will be granted 160 hours of vacation leave annually.

Twenty-four hour shift employees with less than 15 years of continuous service with the department will be granted 192 hours of paid vacation leave annually. Those with 15 or more years of continuous service will be granted 264 hours of vacation leave annually.

Vacation leave will be awarded bi-weekly in conjunction with pay periods at a rate that results in the total leave granted as stated above.

Employees may carry forward vacation leave from one calendar year to the next an amount not to exceed the number of hours accrued in 2 years.

Accrued vacation leave for employees that move between 24 hour and 8 hour shift assignments will be adjusted as follows:

For accumulations earned for the under 15 year rate by multiplying the 24 hour accumulation by .625 and the 8 hour accumulation by 1.6;

For accumulations earned at the 15 year and over rate by multiplying the 24 hour accumulation by .60607 and the 8 hour accumulation by 1.65; and  
 Leave accrual rates will be adjusted to the appropriate rate for the shift configuration.

**3.15 Personal Leave.** Each employee will be granted paid personal leave time in addition to vacation leave as follows:

<u>Continuous years of service</u>	<u>24-hour shift employee</u>	<u>8-hour shift employee</u>
2-4 years	24 hours	8 hours
5-9 years	48 hours	16 hours
10 – 19 years	72 hours	24 hours
20 years or more	96 hours	32 hours

Personal leave time will be awarded on the employee’s employment anniversary date of each year based on the employee’s years of service on that day. Leave balances for employees moving between 24 hour and 8 hour shift assignments will be adjusted by dividing the 24 hour balance by 3 and multiplying the 8 hour balance by 3. Personal leave time may not be carried over from one employment anniversary year to the next.

**3.16 Sick Leave.** Employees will be granted paid sick leave equal to 20 work shifts per year. Sick leave will be accrued bi-weekly in hours coinciding with the pay periods.

Unused sick leave may accumulate up to a maximum of 2,160 hours (90 days) for 24-hour shift employees and 1,584 hours (198 days) for 8-hour shift employees. If an employee moves to an 8-hour shift position from a 24-hour shift position, total accumulated sick leave shall be adjusted by multiplying the total accumulated hours by .73334. If a 40-hour worker transfers to a shift position, total accumulated sick leave shall be multiplied by 1.36364.

Sick leave is a benefit provided employees so that there is no loss of income when the employee is sick or injured and is unable to work. Sick leave may be used for the employee’s medical, dental, and optical exams when the appointments can’t reasonably be made during off-duty times, but only for the time necessary to complete the exam. Sick leave may be taken in one hour increments. Sick leave is not to be viewed as additional time off for other purposes

Sick leave is a benefit provided by the City to protect employees from financial loss in the event of illness and should not be viewed as additional discretionary paid time off work. Abuse of sick leave is a form of fraud and could result in disciplinary action up to and including termination.

Where the pattern of sick leave usage indicates abuse, the Fire Chief or his designated representative may require the employee to have a complete fitness for duty medical examination performed by a medical provider selected by the City. Abuse shall be defined as an employee taking more than 5 random tours of duty in any 12-month period without written documentation from a medical provider stating the period of care and inability to perform duties. The physical, if required, shall be done while the employee is on duty and at the City’s expense. The employee shall also be required to obtain a doctor’s excuse for any subsequent illness occurring within the following 90-day period after the fifth day taken off for sick leave.

When the employee is absent two (2) consecutive tours of duty or more (for 40-hour employees it shall be after the third tour of duty), he/she will be required to provide medical

evidence of his/her inability to work, and the date that he/she may return to work, before being allowed to report back for duty. During an extended illness, it is the responsibility of the employee to ensure that his/her supervisor is informed and kept current of his/her status.

The FMLA may apply to sick leave usage. See Section 2.5.

Subject to limitations, sick leave may also be used for serious illness of a member of the employee's immediate family (spouse, children, mother, father, mother-in-law, and father-in-law) and the presence of the employee is reasonably required for the care of the family member. When scheduling cannot reasonably be done during off-duty hours, employees may use sick leave to accompany children under the age of 18 to medical, dental, and optical exams, but only for the time necessary to complete the exam. The use of sick leave for these purposes may not exceed 72 hours for 24-hour shift workers and 40 hours for 8-hour shift workers in a calendar year.

Work-related injuries or illness may not be charged to the accumulated sick leave of the employee.

**3.17 Sick Leave Bonus.** After the maximum allowed accumulation of sick leave has been reached, compensation for sick days accrued above the maximum during a calendar year, up to 20 days, shall be paid as follows:

0 – 3 days taken	\$10.00 per day
4 – 6 days taken	\$ 5.00 per day
7 or more	\$ 0.00 per day

For 24- hour shift employees, a day is 24 hours and for 8-hour shift employees, a day is 8 hours. The sick leave bonus will be paid before the 31<sup>st</sup> day of January for the previous year.

**3.18 Sick Leave Retirement/Death Payout.** Upon retirement or death while in service, the employee will be paid for unused sick leave at the employee's final base rate of pay as follows:

Employees will be paid for up to 1,440 hours at the employee's base hourly rate, not to exceed an amount equal to 3 months base salary.

Employees with at least 20 years of continuous service will be paid for up 2,160 hours at the employee's base hourly rate not to exceed an amount equal to 4.5 months base salary.

For purposes of this bonus, 8-hour shift employees' final accumulated sick leave will be determined by multiplying the accumulated hours by .73334.

Retirement means separation from employment with at least 10 years of continuous service or due to a duty-related disability and eligibility to immediately begin receiving retirement benefits from a City sponsored fire employee retirement program.

**3.19 Bereavement Leave.** In the event of a death in the immediate family of an employee, the employee shall be allowed time off with pay; 48 hours for 56-hour employees or 40 hours for 40-hour employees. For these purposes, immediate family means spouse, children, and the grandmother, grandfather, mother, father, brother, and sister of the employee or employee's spouse.

**3.20 Trading Time.** Employees may exchange time with qualified employees in accordance with department policy when the change does not interfere with the operation of the fire department. The

time exchange is an agreement between two employees and is not subject to overtime payment or inclusion as time worked in determining overtime eligibility.

**3.21 Uniforms.** All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished, without cost, to employees. Worn or damaged items will be replaced in a timely manner while on duty. Provisions will be in place to make immediate emergency replacement of protective clothing and safety equipment.

**3.22 Specialty Medical Examinations.** Medical examinations required for special assignments or certifications beyond the scope of the annual wellness exam provided for in Section 2.2 such as for hazardous materials handling will be provided by the City.

Appendix 3-A  
Fire Fighter Pay Scale

Annual Pay Scale

Effective January 12, 2019

Top Captain	\$62,550
Begin Captain	\$56,295
Top Lieutenant	\$54,500
Begin Lieutenant	\$51,776
Firefighter IV	\$49,954
Firefighter III	\$42,461
Firefighter II	\$39,963
Firefighter I	\$37,465
Begin Firefighter	\$34,968

Annual Pay Scale

Effective January 11, 2020

Top Captain	\$63,801
Begin Captain	\$57,421
Top Lieutenant	\$55,590
Begin Lieutenant	\$52,812
Firefighter IV	\$50,953
Firefighter III	\$43,310
Firefighter II	\$40,762
Firefighter I	\$38,215
Begin Firefighter	\$35,667

Annual Pay Scale

Effective January 9, 2021

Top Captain	\$65,077
Begin Captain	\$58,570
Top Lieutenant	\$56,702
Begin Lieutenant	\$53,868
Firefighter IV	\$51,972
Firefighter III	\$44,176
Firefighter II	\$41,578
Firefighter I	\$38,979
Begin Firefighter	\$36,380

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## Chapter 4

### Police Department

*(Ref. this chapter: City Ord. 9057, Res. 9630 & 9631)*

**4.1 Base Pay.** Annual salaries for the various ranks of the police department are listed in Attachments 4-A and 4-B and are paid on a bi-weekly basis. The annual salary includes compensation for meal periods during regular work shifts, whether or not actually taken. The pay week is Saturday through Friday. Pay day is the Friday following the close of the pay period. The preferred payment form is electronic transfer. The City has affirmatively elected a 7 day work period pursuant to 29 U.S.C. Section 207 (k)

**4.2 Regular Overtime (Non-executive).** Non-executive Employees will be compensated at the employee's overtime rate for all authorized hours worked in excess of 40 during a pay week. For the purposes of determining hours worked for overtime, holidays, vacation and compensatory time taken shall be included in determining hours worked per work period and sick leave shall not be included when determining hours worked per week.

**4.2.1** In the event a non-executive supervisory employee (sergeant, lieutenant, or captain) is required by the Department to report to work outside of their normal tour of duty, they will be compensated a minimum of 2 hours overtime pay or the actual amount of hours required, whichever is greater, paid at the employee's overtime rate. If this is immediately before or after the employee's tour of duty, the time will be paid for the time actually spent at the employee's overtime rate.

**4.2.2** A non-executive employee who makes an off-duty felony arrest shall receive a minimum credit of 2 hours of work or the actual amount of hours required, whichever is the greater, paid at the employee's overtime rate. The term "off-duty felony arrest" shall not include an arrest made while privately employed in a law enforcement capacity.

**4.3 Court Appearance Overtime (Non-executive).** Non-executive employees who attend any judicial or quasi-judicial proceeding under subpoena or other requirement to attend as a witness in direct association with their duties as a law enforcement officer for the City will be paid a minimum of 2 hours overtime, provided that the employee is off duty and has to make a special trip to and from the proceeding location. If the hearing or proceeding is immediately before or after the employee's tour of duty, the time will be paid for the time actually spent at the employee's overtime rate.

**4.4 Special Events Overtime (Non-executive).** Overtime compensation shall be paid to non-executive employees for authorized overtime hours worked in connection with special events (e.g. parades, festivals, concerts) and emergency situations (e.g. chemical spills, natural disasters). For the purposes of determining hours worked for Special Events Overtime: holidays, vacation and compensatory time shall be included in determining hours worked per work period and sick leave shall not be included when determining hours worked per week.

**4.5 Compensatory Time Option.** A non-executive employee may elect, with supervisory approval and in accordance with department policy, to receive compensatory time in lieu of monetary payment for regular, court, and special events overtime worked. Compensatory time will be awarded at the rate of

one and one-half hours for every hour worked in overtime status. Employees may not accumulate in excess of 240 hours of compensatory time.

**4.6 Detail Overtime.** The City may contract with private businesses or events to provide enhanced police services. Non-executive employees who are assigned to work these details in accordance with department policy will be paid at the employee's overtime rate for all hours worked on the detail, without regard to other hours worked or leave taken.

**4.7 Overtime Rate.** An employee's overtime rate is determined by summing the annual base pay, longevity pay, and career development pay and dividing the result by 2080 (scheduled annual work hours).

**4.8 Work Schedule.** The scheduled work week is 40 hours, usually in a format of 8-hour shifts with 5 days on-duty and 2 days off or 10-hour shifts with 4 days on-duty and 3 days off. The shift will normally be continuous hours in the day but may be any hours of the 24-hour day. Employees are subject to extended duty hours and recall for emergency situations with or without notice. Employees are frequently required to attend judicial proceedings outside of normal duty hours.

**4.9 Longevity Bonus.** Non-executive employees receive a longevity bonus of \$5.85 per month for each full year of service. Longevity bonus payment is made in June and December of each year for the previous six months.

**4.10 Officer First Class.** Employees of the rank of police officer may earn the designation of "Officer First Class" by meeting the following criteria:

- a) Achieve a minimum of 15 years of consecutive service as a police officer with the City of North Little Rock; and
- b) Must not have received any disciplinary action administered by the Chief of Police within 12 months immediately preceding their 15<sup>th</sup> anniversary date.

**4.11 Holiday Pay.** Because of the nature of the work, non-executive employees cannot be given legal holidays off work. In lieu of the holiday time off, non-executive employees are paid for 11 holidays per year at the employee's regular daily rate at the time the holiday occurs regardless of whether or not the employee actually works on the holiday. 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. The base pay for executive employees includes consideration for holiday pay.

**4.12 Career Development.** To encourage employees to continuously develop their professional skills, the City offers economic incentive to non-executive employees after the first year of employment for college hours and degrees or attainment of professional certification levels. Incentive is paid for the following achievement:

**4.12.1** Employees enrolled and *attending courses* in pursuit of degree in a law enforcement related field at an approved accredited college or university will be compensated for each earned credit hour at the rate of \$1.44 per month up to a maximum of \$172 per month.

**4.12.2** Employees who have earned a degree from an accredited college or university in a law enforcement related field will be compensated at the monthly rate as follows:

Associates degree	\$72	Baccalaureate degree	\$144
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**4.12.3** Effective January 1, 2020, employees who hold the following requisite certification from the Arkansas Law Enforcement Standards and Training agency and a degree from an accredited college or university in a law enforcement related field will be compensated at the monthly rate as follows:

Baccalaureate or Master’s degree and Advanced Certificate	\$180
Baccalaureate and Senior Certificate	\$210
Master’s degree and Senior Certificate	\$225

**4.12.4** In lieu of educational pay, an employee may opt to receive career development incentive pay based on attainment of *certification level* by the Arkansas Law Enforcement Standards and Training agency at the monthly rates as follows:

	<u>2019</u>	<u>2020</u>
General Certificate plus 3 earned accredited college hours	\$ 36	\$ 36
Intermediate Certificate plus 6 earned accredited college hours	\$ 72	\$ 72
Advanced Certificate	\$108	\$125
Senior Certificate	\$144	\$165

**4.12.5** The college hours requirement for those employees having received General and Intermediate Certificates on or before June 29, 1984, without the required college hours, is waived and shall receive the rate of pay corresponding to the certificate held.

**4.12.6** Career Development incentive will be paid twice annually, in June and December for the previous six months ending April 30 and October 31. Payment will be made only for full months based on the employee’s career development status for each month as of March 31 and September 30.

**4.12.7** It is incumbent on the employee to furnish to the Chief of Police or designee and the Human Resources department the appropriate documentation certifying educational attainment or certification level no later than May 15 and November 15 to receive payment for the previous 6 months. Failure to furnish the required documentation will result in no payment for the payment period.

**4.13 Vacation Leave.** Employees with less than 15 years of continuous service with the police department are granted 120 hours of paid vacation leave annually. Employees with 15 or more years of continuous service are granted 160 hours of vacation leave annually. Leave time is accrued bi-weekly concurrently with the established 2-week pay periods.

Upon implementation of this policy, employees with less than a full year of employment will have retroactive accrual back to the date of employment. Employees with more than a full year of continuous employment will accrue retroactively to January 1, 2018 unless the employee completed the first year of employment after January 1, 2018 and before implementation of this policy, in such case retroactive accrual will begin on the date of completion of the first year of service.

Employees are allowed to carry forward hours of vacation leave with the following limits:

2019	480 hours
2020	440 hours
2021	400 hours
2022	360 hours
2023 and after	320 hours

Upon separation from employment, accrued vacation leave time will be paid lump sum at the employee's base rate of pay at the time of separation.

**4.14 Personal Leave.** Each employee will be granted paid personal leave time in addition to vacation leave as follows:

<u>Continuous years of service</u>	<u>Leave Hours</u>
2-4 years	16 hours
5-9 years	32 hours
10 - 14 years	40 hours
15 years or more	48 hours

Personal leave time will be awarded on the first business day of each year based on the employee's years of service on that day. Partial awards will not be made. Personal leave time may not be carried over from one calendar year to the next.

**4.15 Sick Leave.** After the first year of employment, employees will be granted 160 hours of paid sick leave per year accrued biweekly with the established pay periods. Sick leave may be accumulated without limit.

When such activities cannot reasonably be scheduled outside of the employee's work hours, sick leave may be used for medical, dental, optical, and psychological examinations subject to the police department's staffing requirements and advance notification policy.

A maximum of 40 hours of sick leave may be used annually for the medical care of member of the employee's immediate family (spouse, child, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, and any other relative or relative by marriage living as part of the employee's household) when the employee's presence is required. Limited carryover of hours, up to 40 hours, is available for use by the employee in the event of serious illness of the employee's spouse, child, or parent.

The FMLA may apply to sick leave usage. See Section 2.5.

Sick leave is a benefit provided by the City to protect employees from financial loss in the event of illness and should not be viewed as additional discretionary paid time off work. Abuse of sick leave is a form of fraud and could result in disciplinary action up to and including termination.

When the pattern of an employee's sick leave use indicates abuse, the Chief of Police or his designated representative may require the employee to have a complete fitness for duty medical examination. Abuse is defined as any pattern of sick use which indicates an officer is failing to fulfill the obligations of the job. The physical, if required, shall be done while the employee is on duty and the cost of said examination shall be paid by the employer. The employee may also be required to obtain a written statement from a medical provider documenting the employee is under the provider's care and inability to perform regular duties for any subsequent sick leave absence occurring within 90 days after the 7<sup>th</sup> sick leave absence.

When an employee is absent on sick leave for more than three consecutive days, he/she will be required to furnish a written statement from a medical doctor documenting the employee's inability to work and starting when the employee will be allowed to return to work. During an extended illness, it is

the responsibility of the employee to ensure that his/her supervisor is informed and kept current of his/her status.

Sick leave may not be used for job-related injury or illness. See section 2.1.

If an employee, while carrying out his/her duties is exposed to a contagious disease, the Employer agrees to pay the expense for inoculation and immunization for members of the officer's family. The Employer further agrees to reimburse any co-payment required for inoculation and /or immunization required due to exposure to a contagious disease as a result of the officer carrying out his/her duties. This is subject to the review and approval of the Employer on the basis of documentation and verification presented by the Employee to the Employer.

**4.16 Sick Leave/Voluntary Separation Payout.** Upon *voluntary* separation from employment by resignation or retirement, employees with at least 10 years of continuous employment will be paid for unused sick leave not to exceed 320 hours. Employees with at least 20 years of continuous service at the time of voluntary separation will be paid for unused sick leave not to exceed 720 hours. Supervisory employees (sergeant or above) who retire due to medical disability with 10 to 20 years of continuous service will be paid for a maximum of 480 hours of unused sick leave. Payment will be made at the base pay rate of the employee at the time of separation.

**4.17 Bereavement Leave.** In the event of a death in the immediate family of an employee, the employee may be allowed up to 40 hours paid leave immediately following the death when necessary for grief recovery or for funeral and other arrangements. For these purposes, immediate family means spouse, children, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, and other relatives if living in the same household with the employee.

**4.18 Uniforms.** All uniforms and equipment necessary to perform the duties of the employee will be provided by the City at no cost to the employee. Employees assigned to full-time non-uniform duties will be paid a clothing allowance at the rate of \$800 per year, payable in April and September.

**4.19 Specialty Medical Examinations.** Medical examinations required for special assignments or certifications beyond the scope of the annual wellness exam provided for in Section 2.2 such as for hazardous materials handling will be provided by the City.

**Attachment 4-A  
Pay Scale for Police Officers  
Effective December 29, 2018**

	<i>Tenure</i>	<i>Annual Rate</i>	<i>Monthly Rate</i>	<i>Bi-weekly Rate</i>	<i>Hourly Rate</i>
Step 1	Entry to 2 years	\$40,000	\$3,333.33	\$1,538.46	\$19.23
Step 2	2 to 4 years	\$42,500	\$3,541.67	\$1,634.62	\$20.43
Step 3	4 to 6 years	\$47,749	\$3,979.08	\$1,836.50	\$22.96
Step 4	6 to 8 years	\$50,525	\$4,210.42	\$1,943.27	\$24.29
Step 5	8 to 10 years	\$52,600	\$4,383.33	\$2,023.08	\$25.29
Step 6	10 years and up	\$60,140	\$5,011.67	\$2,313.08	\$28.91

**Effective December 28, 2019**

	<i>Tenure</i>	<i>Annual Rate</i>	<i>Monthly Rate</i>	<i>Bi-weekly Rate</i>	<i>Hourly Rate</i>
Step 1	Entry to 2 years	\$40,600	\$3,383.33	\$1,561.54	\$19.52
Step 2	2 to 4 years	\$43,138	\$3,594.83	\$1,659.15	\$20.74
Step 3	4 to 6 years	\$48,465	\$4,038.77	\$1,864.05	\$23.30
Step 4	6 to 8 years	\$51,283	\$4,273.57	\$1,972.42	\$24.66
Step 5	8 to 10 years	\$53,389	\$4,449.08	\$2,053.42	\$25.67
Step 6	10 years and up	\$61,042	\$5,086.84	\$2,348.77	\$29.35

**Attachment 4-B**  
**Pay Scale for Police Supervisors**  
**Effective December 29, 2018**

	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Sergeant	\$71,066	\$5,922.17	\$2,733.31	\$34.17
Lieutenant	\$80,066	\$6,672.17	\$3,079.46	\$38.49
Captain	\$89,566	\$7,463.83	\$3,444.85	\$43.06

**Pay Scale for Police Supervisors**  
**Effective December 28, 2019**

	Annual Rate	Monthly Rate	Bi-weekly Rate	Hourly Rate
Sergeant	\$72,132	\$6,011.00	\$2,774.31	\$34.68
Lieutenant	\$81,267	\$6,772.25	\$3,125.65	\$39.07
Captain	\$90,909	\$7,575.75	\$3,496.50	\$43.71