

STATEMENT OF AGREEMENT
**AMERICAN FEDERATION OF STATE,
COUNTY**
AND MUNICIPAL EMPLOYEES (AFSCME)
LOCAL #994, COUNCIL 17
AND
CITY OF LITTLE ROCK

JANUARY 1, 2023– DECEMBER 31, 2024

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PREAMBLE

This Statement of Working Agreement, entered into by the City Manager as Chief Administrative Officer for the City of Little Rock, hereinafter referred to as "the City," and Local #994, Council #17, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "the Union," has as its purpose the harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and where not in conflict with existing federal, state or local laws and where not beyond the authority of the City Manager, to establish rates of pay and other terms and conditions of employment.

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

ARTICLE I

RECOGNITION

Section 1 - The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all nonuniformed union-eligible full-time employees and those part-time employees who are scheduled to work a minimum of thirty-two (32) hours a week (excludes summer hires) for the City of Little Rock in those positions listed in Appendix A. No additional benefits are being provided for non-full-time employees except being represented by the union in cases involving performance/disciplinary issues.

Section 2 - Whenever new classifications are created subsequent to this Agreement and/or any changes are made to existing classifications, the Human Resources Director shall make a determination as to whether such class shall be included in the bargaining unit and the Union will be so notified. Such determination shall become final, unless challenged by the Union within ten (10) work days from receipt of the determination. If challenged, both parties agree to discuss the matter in a Meet and Confer session. The City Manager's decision shall be final.

Section 3 - Any work stoppage, slowdown, strike or other intentional interruption of the operation of the City shall cause the employee to forfeit his rights under this Agreement at the option of the City.

ARTICLE II

DUES CHECKOFF

Section 1 - The Employer agrees to deduct, twice each month, dues and assessments from the pay of those individuals who request in writing, by signing a Union authorization card, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted,

together with an itemized statement, to the Secretary-Treasurer of AFSCME Council 17, within five (5) work days after such deductions are made.

Section 2 - Authorization for such deductions shall remain in effect unless revoked by written notice to the Union. Employees who wish to cancel membership, shall provide written notification to the Union President requesting their membership be cancelled. The Union President will provide written notification to the payroll division within three (3) days to stop the deduction immediately. The effective date will be the date the Union President received notification.

Section 3 - An employee who is promoted or transferred to a position that is excluded from the bargaining unit, shall be deemed to have withdrawn authorization for withholding Union dues.

Section 4 - When an employee transfers from one department to another, he shall continue to be covered by the same dues checkoff authorization and shall not be required to sign another authorization card.

Section 5 – The City agrees to provide the most current mailing address, personal email and current phone number for each member of the union.

ARTICLE III

REPRESENTATION

Section 1 - Employees chosen to act as Stewards or elected in designated Board positions shall be known as Union representatives. The names of employees selected as Stewards shall be certified in writing to the Chief People Officer within ten (10) work days from the day of selection. Stewards shall be assigned as follows:

Fleet Services, Impound Lot, Building Services, Public Works Operations – three (3) Stewards day shift, one (1) Steward evenings;

Animal Services, Parks Maintenance, Playgrounds, Greenhouse, Adult Center, Community Centers Zoo, War Memorial Fitness Center, Golf Courses – two (2) Stewards;

Police Department, Fire Department, City Hall, Traffic Court, Housing and Neighborhood Programs, Traffic Engineering Information Technology, Planning and Development Department, River Market – one (1) Steward;

Solid Waste Collection – two (2) Stewards;

There shall be a Chief Steward who will act in the absence of any Union Representative or any area not listed above. It is preferred that Stewards work in one of the areas to which they are assigned. Union Officers will have the same responsibilities as a Steward. Departments may give preference for a Union Representative that is located in their work area or area defined above.

Section 2 - Activities in which employee-union representatives may engage during duty hours without charge to leave or loss of pay shall be limited to the following unless other activities are mutually agreed upon:

A. Union Representative Responsibilities:

1. Investigate work complaints and grievances; prepare and present employee grievances to management.
2. Represent unit employees in disciplinary action proceedings.
3. Consult with management over grievances, departmental rules, policies or practices that affect working conditions of unit employees.
4. Attend Meet and Confer meetings between management and the Union; and attend other union/management meetings upon request of the Union.

B. Local President (Local 994)

1. Consult with management either at management's request or upon request of the Union.

2. Consider and prepare responses to management-initiated proposals for policies, procedures or regulations that affect unit employees.
3. Attend Meet and Confer meetings between management and the Union; attend any other union/management meetings.
4. Assist Stewards in the investigation and processing of grievances when deemed necessary by the Union and approved by management of the President's work unit. If not approved, denial should be forwarded to the Chief People Officer.
5. Present Union grievances to management.
6. Participate in negotiations.

Section 3 - Administrative leave with pay in the total amount of thirty-five (35) work days per year will be granted to the Union for selected members to attend functions of the International Union and State Union. Unused days may be carried over; however, the maximum accrual per contract year is thirty (30) days. Leave must be requested a minimum of two weeks in advance.

Section 4 – Union Representatives are those individuals in the position of President, Vice-President, Treasurer, Secretary and three (3) Board Members. A roster of officers shall be provided to the Chief People Officer any time there is a change.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1 - Any dispute which may arise between the parties including the application, interpretation or enforcement of this Agreement shall be settled in the manner prescribed in this article. Harassment and discrimination allegations will be investigated pursuant to procedures outlined in the Administrative Policies and Procedure Manual.

A non-member holding a Union-eligible position covered by this Agreement may choose whether or not he wishes to be represented by the Union in a grievance proceeding. It is the

responsibility of the employee to make necessary arrangements, prior to the hearing, to have a representative present. However, the Union will be notified in writing of the City Manager's disposition of the grievance.

Failure by the City to respond at any step of the grievance procedure, or within the time prescribed below, will be considered as a denial of grievance up to the third step. It will be the responsibility of the Union Steward and/or the employee to process the grievance to the next step.

Step 1 - The Union Steward and/or the employee, shall take up the grievance or dispute with the employee's supervisor within ten (10) work days of the incident giving rise to the grievance, or within ten (10) work days from the time the Steward or the employee becomes aware of the grievance by completing the City provided form. The supervisor shall then attempt to resolve the matter and shall respond to the Steward and/or the employee within five (5) work days of receiving the grievance.

Step 2 - If the grievance is not been settled in Step 1, this shall be stated in writing on the grievance form, signed by the immediate supervisor, Union Steward, and/or the employee within three (3) work days after the supervisor's response in Step 1 or failure to respond. It shall then be and submitted to the Department Director and appropriate division manager. The decision of the Department Director shall be submitted in writing to the Union Steward and the employee within five (5) work days of receipt of the grievance.

Step 3 - If the grievance still remains unresolved, the employee, Union Steward, or other appropriate representative of the Union may request, in writing, within five (5) work days from the date of the Department Director's response, a grievance hearing to be conducted by the City Manager or his designated representative. This hearing shall be held within five (5) work days of receipt of the grievant's written request. The City Manager or his designated representative

shall send a written decision to the aggrieved employee and the Union of his decision within ten (10) work days after the hearing.

Step 4 – If the grievance is not settled, it may submit the matter to mediation within twenty (20) calendar days, as follows:

- (1) The party bringing the grievance shall contact the Federal or State Mediation and Conciliation Service and request a mediator. According to the Mediator's schedule, the Chief People Officer or a member of the Human Resources Department and the Union President or Representative shall meet to enter into the Mediation Process. At the conclusion of the Mediation Process, the Mediator will give an oral opinion regarding the resolution of the grievance. Both sides shall transcribe the context of the Mediator's oral opinion and the President of the Local and the Chief People Officer or a member of the Human Resources Department shall sign a written statement, in the presence of the Mediator, which both parties agree is an accurate depiction of the Mediator's opinion.
- (2) The signed statement will then be sent jointly by the Chief People Officer or a member of the Human Resources Department, and the Union Grievance sub-committee to the Mayor for his/her review. The Mayor will then issue a final written decision, which will be distributed to the employee involved, and the Union Grievance Committee within ten (10) calendar days.

At any time during the process, if a resolution is reached that is agreeable by both the City and the Union Grievance Committee, the remedy shall be written and implemented, after which the grievance shall be considered resolved.

Section 2 - Investigations into grievance procedures shall be conducted preferably by a Steward assigned to the location in which the alleged incident occurred. The Chief Steward for a

department may also be required. However, in no case will there be more than two (2) Union Representatives involved in the investigation.

Section 3 - Investigation of grievances may be conducted during working hours at no loss in pay and Stewards may investigate grievances, provided they have secured the approval of their supervisors, or in other work areas, upon approval of both work area managers, if applicable, and provided such work does not interfere with or cause delay in the operations of the City. Stewards will report back to the supervisors upon completion of the necessary and approved activities.

Section 4 - In any grievance investigation by management, the aggrieved employee shall not be questioned by management unless the employee's Steward is present, or unless the aggrieved employee, in writing, declines representation by the Union. Except for witnesses who may be called, no more than two (2) representatives of Management and no more than two (2) Union representatives, one of which must be a city employee, may be present in grievance hearings.

Section 5 - Any complaint which is denied for reasons of grievability may either be placed on the agenda of the next scheduled Meet and Confer meeting or referred to Step 3 of this article for a hearing specifically as to the grievability. Those complaints considered by both the Union and the City Manager or his designated representative to require immediate consideration shall be scheduled at the earliest date mutually agreeable to both parties.

ARTICLE V

MEET AND CONFER

In addition to the procedure outlined for specific grievances in Article IV, the City is available and agrees to meet with Union representatives at a mutually convenient time to discuss any and all subjects of concern to the employees affected, the Union, or the City, as may relate to employment as public employees of the City, together with any other matter which may

improve the relationship between the City and its employees. Individual grievances will not be dealt with in these meetings. Such meetings, together with any other grievance committee meetings, shall be held during working hours on the City's premises without loss of pay to the employees involved. A summary of the discussion(s) will be provided by the City to the Union.

ARTICLE VI

DISCIPLINARY ACTIONS

Section 1 - No employee shall be disciplined except for just cause. All disciplinary actions must be in writing on a form provided by the Human Resources Department, stating reasons for such actions, the period of time, and the effective date. The City recognizes that discipline needs to be made on a timely basis and should occur as soon as possible after the infraction and completion of the investigation. Employees may appeal actions based on the timeliness of the action if it is not received within sixty (60) days from the date of the infraction. These appeals are subject to Section 3 of this Article.

One copy of any disciplinary action will be furnished to the employee.

Two copies of all disciplinary actions shall be forwarded to the Human Resources Department.

Any disciplinary matters shall not be distributed or placed into an employee's file until the appeal rights have been exhausted.

Any regular, full-time, non-probationary, employee shall have the right to appeal a disciplinary action, except an Oral Reprimand, and shall be so advised. Any employee may request to have the designated Steward present during any disciplinary action.

Disciplinary actions shall be progressive depending upon the severity of the infraction. However, certain kinds of actions cannot be permitted to occur and warrant removal on the first occurrence.

Employees shall be placed on administrative leave with pay pending the pre-termination hearing. Employees shall retain the right to appeal an immediate termination through the appeal process, as outlined under Section 3.

In any disciplinary action investigation by management, the aggrieved employee shall not be questioned by management unless the employee's Steward is present, or unless the aggrieved employee, in writing, declines representation by the Union.

Section 2 - The City uses the following disciplinary actions:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Termination of Employment

1. **Oral Reprimand** - A formal discussion between supervisor and employee as opposed to routine oral discussions concerning correction of procedure or method, clarification of instructions or explanation of the duties or responsibilities of the job.

No employee will be reprimanded in such a manner in the presence of other employees or the public so as to create embarrassment. Any employee being orally reprimanded may request that the reprimand be repeated in the presence of the employee's Steward.

Oral reprimands shall not become part of an employee's file; they shall be kept in a separate file by the Department Director and by the Human Resources Department until the employee has rendered one year of unobjectionable service.

2. **Written Reprimand** - Any formal written warning. After twelve (12) months free of any disciplinary action, no reprimand or warning shall be considered in any future disciplinary action except where an action has been filed in a court of law.

No Written Reprimand shall be placed in an employee's file without the employee's signature or the signature of two (2) witnesses verifying that the employee has seen the notice and has

refused to sign. The signature merely signifies that the employee read the material to be filed and does not necessarily indicate agreement with its content. An employee shall have the right to respond in writing to written reprimands and his answer shall be attached to the file copy.

3. Suspension - This type of disciplinary action results in temporary removal from the job and is without pay.

Suspension may be substituted with certain optional actions as follows, with Department Director approval:

(1) No substitution is allowed for the first five (5) work days of suspension.

(2) Forfeiture of Leave - Six (6) to thirty (30) days - An employee may elect to forfeit accrued vacation or discretionary leave on a day-for-day basis in lieu of serving the suspension. This requires an employee to work a day and charge a day of leave or charge two days of leave (should the employee not be able to work) for each day he wishes to forfeit. Forfeiture of leave may not exceed ten (10) vacation days plus three (3) discretionary days in a calendar year.

The selection of an alternative method of serving a suspension will in no way prejudice an employee's right to appeal or to pursue a grievance.

4. Demotion - This type of disciplinary action is the movement of an employee to a classification with a lower pay grade. A disciplinary demotion shall result in a reduction of pay based on the employee's equity score for the lower grade; however, in no case will the reduced salary exceed the maximum of the lower grade.

5. Termination of Employment - This type of disciplinary action is the removal of an employee from the City work force for just cause.

Section 3 - Appeal Procedure – If an appeal is desired, the appeal request form must be submitted directly to the Human Resources Department within ten (10) working days from receipt of the disciplinary action.

Upon notice of appeal, the Human Resources Department shall notify the department where the employee works, which will then have three (3) working days to provide the information it used to base its decision to discipline to the employee and if applicable, a list of witnesses it intends to call at the appeal hearing. The employee will be required to pick up the materials at the offices of the employee's department head and sign a receipt documenting the material he received from the department. Notification to the employee of the availability of the materials will be made by telephone to the number provided to Human Resources by the employee. Notification will be deemed to have been made when at least three attempts are made to reach the employee by telephone. If the employee cannot be reached, the hearing will be scheduled as below.

The hearing procedure shall be as follows:

The Human Resources Department shall hold the hearing after a minimum of seven working days from expiration of the three day period in which the employee is provided with all information .referenced above (c.ii.). The employee shall be notified of the date, place and time of the hearing, which will not be rescheduled unless there is a documented emergency. The inability to reach the employee to notify him of the hearing date shall be deemed a waiver of the appeal hearing, unless good cause is shown why the employee was unavailable to receive notice. This decision will be made by the hearing officer assigned to hear the appeal.

Each party may request to have any employee present as a witness; at least one (1) day in advance the appellant shall inform the appropriate Department Director in order to grant his witness leave from the job.

The Human Resources Department will forward a written recommendation to the City Manager as soon as administratively feasible, who will make a final decision within five (5) working days.

The Hearing Officer's recommendation may be to:

- a. Uphold the infractions as stated on the disciplinary action form and either sustain or modify the level of disciplinary action;
- b. Overturn the disciplinary action entirely;
- c. Overturn the disciplinary action and remand the action to the department to evaluate possible infractions and disciplinary action. The department should contact the Human Resources Director for steps to reissue the action.

All parties will be notified in writing of that decision.

Section 4: Suspensions of ten (10) or more days or termination will be heard by a representative of the City Manager and if requested by the employee, a union member selected by the Union. Upon completion of the hearing if there is concurrence a joint finding and recommendation will be submitted to the City Manager. If the two hearing officers are unable to agree, they shall submit separate findings and recommendations to the City Manager within ten (10) regularly scheduled work days after the date of the hearing. After reviewing both recommendations, the City Manager will, within five (5) regularly scheduled working days make a final determination.

Section 5: - An employee found to have been disciplined without just cause for an appealable action shall be reinstated with full compensation for lost time and restoration of all other rights and privileges. The City Manager, however, may modify any action taken at the department level.

ARTICLE VII

SENIORITY AND LAYOFFS

Section 1 - Seniority Defined - Seniority is defined as a regular full-time employee's length of continuous service with the City since the last date of hire. It is expressed in years, months and

days and shall control questions of administrative discretion that do not conflict with applicable statutes or where other specific provisions are made.

Section 2 - Probationary Period - Employees appointed or promoted to a regular position shall be considered probationary for a period of six (6) months. No less than seven (7) days prior to the completion of such probationary period, the Department Director shall either recommend that the employee be granted regular status or shall advise the employee that regular status is not being granted.

An employee accrues all leave during probation; however, only available discretionary days may be used during such probation. A Department Director may advance any combination of up to forty (40) hours of vacation and/or sick leave during the probationary period. Action to grant or not to grant regular status may only be delayed for reasons of illness, injury or extraordinary circumstances as determined by the Department Director, affecting the employee's performance. Such circumstances must be documented and any extension shall not exceed ninety (90) days.

Section 3 – Regular Status - When an employee becomes certified as a regular status employee, his seniority date for all applicable purposes shall be his first date of hire of the latest employment period, except where in conflict with applicable laws or regulations.

Section 4 - Layoff - In the event it becomes necessary to lay off employees for any reason, employees will be laid off in the inverse order of their seniority. Employees shall be recalled from layoff according to their seniority.

No new employee shall be hired into a classification where an employee has been laid off until all employees on layoff status, limited to the specific classification, desiring to return to work have been recalled.

Recall rights of laid-off employees shall be terminated upon occurrence of any of the following:

- i. Twelve (12) months from the date of layoff, or recall to former classification.

- ii. Refusal of an employee to accept recall to a position in his former classification.
- iii. Return of certified mail recall notice as not delivered for any reason.
- iv. The laid-off employee fails to notify the appropriate Department Director of his intent to return to work within ten (10) work days after the first date of attempted delivery of recall notice. The date of delivery as indicated on the return receipt for certified mail shall be considered the first date of attempted delivery. For the purpose of this section, work day shall be defined as Monday through Friday when the City offices are open for business.
- v. The laid-off employee fails to return to work within fifteen (15) work days after receipt of recall notice.
- vi. The laid-off employee accepts a position with the City in a classification other than his former classification.
- vii. The laid-off employee elects a monthly benefit option under the Nonuniform Defined Benefit Plan (requires all other plan requirements for age and service be met).

When an employee is laid off due to a reduction in the work force, he shall be permitted to use his seniority to bump - replace - another employee. This process will provide greater job security for long service employees. The following rules shall apply to bumping procedures:

- 1) The senior employee may bump only if he is scheduled for indefinite layoff, or if his job is permanently abolished; he may only bump the least senior employee.
- 2) An employee who is to be laid-off, is qualified and who has a documented satisfactory performance history may displace an employee with less total City seniority within the same department. This bumping right shall only be exercised to a lower classification first within the division then within the

department, or to an identical position within the employee's own work section in the Departments of Public Works and Parks and Recreation.

- 3) An employee who has bumped into a lower classification shall be considered in probationary status for performance purposes only, unless the employee had previously completed a probationary period in that job classification.
- 4) The probationary status shall not affect leave accrual, usage, or eligibility for any other applicable benefit.

Section 6 - Union Representatives- During the period an employee is designated and serving as a Union Representative of Local 994, the employee shall be deemed to have more seniority than all other employees in the same job classification and division for purposes of layoff and recall. Such seniority shall only apply to those Union Representatives whose names have been properly certified to the Chief People Officer. Union Officer positions are defined only as President, Vice-President, Secretary, Treasurer and three (3) Board Members.

ARTICLE VIII

PROMOTIONS AND TRANSFERS

Section 1 – Appointments to positions shall be made in accordance to policies established by the City Manager and include the following provisions:

- a. The Employment Services Division of the Human Resources Department will determine the length of time vacancies will be posted.
- b. The Employment Services Division of the Human Resources Department will determine the selection methods.
- c. If candidates are deemed substantially equal by the hiring authority in skills, knowledges and abilities, the candidate with the highest seniority will be selected.

Section 2 – Appeals

- a. A referred, more senior non-selected employee may request an oral or written explanation for non-selection from the hiring department.
- b. An employee not satisfied with the response in Section 2(a) may submit a request to the Chief People Officer to review the promotion. The request must be in writing giving all facts the employee believes are relevant to his appeal. The request must be received in the Human Resources Department within five (5) days of notification of not being selected.. The Chief People Officer will review the appeal and send a recommendation to the City Manager within ten (10) calendar days of the receipt of employee’s appeal. The City Manager will have five (5) days to make a decision which shall be final.

**ARTICLE IX
HOURS OF WORK/OVERTIME**

Section 1 - The employee's normal workweek shall consist of forty (40) hours. The City reserves the right to adjust and change hours of work, days of work and schedules in order to fulfill its responsibilities of providing adequate service to the public; the Union and the affected employees will be so advised.

Section 2 - Employees shall be granted a nonpaid meal period of not less than thirty (30) minutes for each shift. Whenever possible, such period shall be scheduled in the middle of the shift.

Section 3 - Employees shall be granted a rest period of fifteen (15) minutes for each full consecutive four (4) hours of work. Whenever possible, such period shall be scheduled in the middle of the four (4) hour work period.

Section 4 - Time and one-half shall be paid to all employees subject to this agreement for hours worked in excess of forty (40) hours of pay status in a workweek, excluding sick leave. Union leave will be considered time worked for the calculation of overtime in this Section.

Section 5 - When a holiday that is observed by the City occurs within the workweek, such holiday shall be included in meeting the forty (40) hour requirement for overtime compensation.

ARTICLE X

HOLIDAYS, DISCRETIONARY DAYS AND VACATION

Section 1 - Holidays - All regular full-time employees shall receive the following holidays:

New Year's Day, Martin Luther King's Birthday, President's Day (Washington's Birthday), Memorial Day, Juneteenth, Independence Day (July 4), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

Section 2 - When one of the listed holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday, as the case may be, shall be observed as the holiday.

Section 3 - Employees who are required to work on any of the holidays listed above shall be compensated at the rate of one and one-half times their regular rate of pay in addition to holiday pay. Holiday pay will equal the number of hours normally worked by the employee on the day the holiday is observed by the City. An employee who is scheduled to report for work on a holiday and does so shall be assigned to at least four (4) hours work at the rate of time and one-half in addition to the holiday pay. If the employee is excused from duty before completing four (4) hours work, he shall be paid for four (4) hours at time and one-half in addition to holiday pay.

Section 4 - Employees who are absent for unauthorized reasons (UA) or who are not in pay status on the scheduled work shift immediately preceding and/or following a holiday shall be denied holiday pay for that holiday.

Section 5 - Should one of the listed holidays occur within the employee's vacation, or scheduled days off, such employee shall be entitled to an additional day off with pay for each holiday.

Section 6 - Discretionary Days - In addition, employees shall receive in the first year of their employment discretionary days according to the following schedule:

3 discretionary days if hired 1/1 - 3/31

2 discretionary days if hired 4/1 - 6/30

1 discretionary day if hired 7/1 - 9/30

Employees with over 10 years of service as of January 1, will receive an additional discretionary day.

On the first day of the first full pay period in January, following the date of employment and each year thereafter, employees shall receive three (3) discretionary days. Discretionary days must be requested and scheduled three (3) consecutive work days in advance, except in cases of emergency. If the granting of such would severely disrupt the operation of the department, the request will be delayed. If more than one employee requests the same date and honoring these requests will disrupt the operation of the department, then priority will be established according to seniority.

The use of discretionary days for Christmas Eve, New Year's Eve and for the day after Thanksgiving must be requested by November 15, and will be granted on those days unless the taking of that day severely disrupts the operation of the department; then it may be granted according to seniority. Unused discretionary days will not be paid to the employee at the end of the year or at termination of employment.

Section 7 - Vacation

- a. After six (6) months of service, each regular employee shall have credited forty (40) hours retroactive to his date of hire and shall be entitled to use these accrued vacation

days as further provided in this statement. Vacation accrual shall be on a proportional basis each pay period.

- b. Vacation may be accumulated to a total of two hundred sixty hours . However, in the event the maximum accumulation is exceeded by an employee who is prevented from using vacation leave due to departmental needs, the employee shall be permitted to carry over the excess vacation leave, as verified in writing by the Department Director, until such time as a vacation can be scheduled. Vacation is earned each pay period and will be based upon an employee being in paid status eighty (80) hours in the pay period. Employees being in paid status less than eighty (80) hours will have their accruals pro-rated based upon total hours worked that pay period. Employees working full pay periods will earn vacation according to this schedule:

Up to 3 years of service (36 months).....	10 days per year
3 years to 10 years of service (120 months).....	15 days per year
10 years to 20 years of service (240 months).....	19 days per year
20 years of service and over (over 240 months).....	23 days per year

Section 8 - The scheduling of vacations shall be by employee preference, in accordance with seniority, to the extent permitted by the reasonable service needs of the City.

Section 9 - Every employee who has accrued unused vacation time shall have such time paid when he leaves the City's employment, whether by resignation, retirement, layoff, death, or discharge, except that the employee shall have been employed for a minimum of six (6) months. Such payment shall not exceed thirty (30) days plus accrual during the last year of employment except as provided in Section 7(b) of this article.

ARTICLE XI

WAGES AND LONGEVITY

Section 1 - Providing economic conditions and financial responsibilities allow, and provided all applicable laws are complied with, no wage rates or economic benefits existing during the term of this statement shall be reduced.

Section 2 – A Step and Grade system was implemented January 2017 based on twenty (20) steps of one point eight percent (1.8)% for each step. Employees will be compensated in accordance with the wage schedule, Appendix B. .Step increases will be effective the pay period after any across the board increase. In cases where there is no across the board increase, the step will be effective the second pay period of the calendar year.

Section 3 - Alternate Rate - An employee assigned to work in a classification with a higher rate of pay for a period of time which exceeds three (3) consecutive work days, will receive an alternate rate of 5% increase retroactive to the first work day. An employee working in a higher level classification must perform a majority of those duties of the higher classification which are substantially different from his own duties and be held accountable for performance in the same manner that a newly-assigned regular employee would be held accountable for performance in the higher level classification. This provision shall not apply to employees participating in a formal training program, in which case the employee shall be notified that they are participating in a formal training program, and the higher rate of pay will not be paid.

Section 4 - Compensation actions (i.e., promotion, reclassification) will be handled in accordance with Personnel Policy not in conflict with this agreement.

Section 5 - Longevity -

- a. Longevity pay shall be calculated according to the following formula:

The number of months in the designated six (6) month period (i.e., January through June or July through December) at a particular number of years of service

$$\begin{array}{r} X \\ \text{The number of years of service} \\ X \\ \text{The designated longevity dollar amount} \\ = \\ \text{The semiannual longevity amount} \end{array}$$

Longevity pay will be paid at a rate of \$4.00 for each year of service up to and including the fifth (5th) year. After the completion of the fifth (5th) year, an employee will be paid \$7.00.

Anniversary dates will determine the accrual amount for each month. An employee whose anniversary date falls after the fifteenth (15th) of the month will not receive credit for an additional year of service during his anniversary month, but will receive this credit for all subsequent months.

- b. Longevity pay will be considered the same as wages for purposes of contributions to the retirement system.

Section 6 - Standby Pay - Employees required to stand by for work shall be compensated at their regular hourly rate of pay not to exceed a maximum of sixteen (16) hours per week.

Standby pay shall be based on the following schedule:

- a. Maximum of two (2) hours for each eight (8) hours on standby not to exceed two (2) hours per normal working day (Monday through Friday).
- b. Maximum of one (1) hour for each eight (8) hours on standby not to exceed three (3) hours per normal weekend day (Saturday and Sunday) or designated City holidays.

In order to qualify for standby pay, an employee must be readily accessible at all times during the standby period. An employee shall not be placed on standby and cannot be paid standby pay while on paid or unpaid leave.

Section 7 - Call Back Pay - An employee who is called to work for an unscheduled period of time shall receive a minimum of four (4) hours pay at the regular rate or shall be paid for the hours actually worked at the regular rate, whichever is greater. The above shall not apply to an employee who is called to work an unscheduled shift. As applicable, this shall be considered overtime and compensated at time and one-half for each hour actually worked. Employees on call must make proper arrangements to be able to respond on a timely basis. An employee who is called out again during the same four (4) hour window will not receive another four (4) hours.

Section 8 - No combination of Standby and/or Call Back Pay shall exceed twelve (12) hours in any twenty-four (24) hour period.

Section 9 - Shift Differential - Employees who are permanently assigned to the evening (B) shift (shift beginning no earlier than 1:00 p.m.) and the night (C) shift (shift beginning no earlier than 11:00 p.m.) shall be compensated as follows:

<u>B Shift</u>	<u>C Shift</u>
\$1.60 per hour	\$2.00 per hour

Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Section 10 - Inclement Differential -. Employees who have their regularly assigned work schedule modified in order to prepare for inclement weather or work through an inclement weather event shall be paid an additional \$3.00 per hour for these hours worked.

Section 11 – Sunday Differential – Employees who must report to work on a Sunday shall be compensated with two (2x) times their normal hourly rate differential for all hours worked on Sunday. This differential will not apply for time worked during an inclement weather event or for regularly assigned schedules, or stand-by/call back pay.

ARTICLE XII
SICK LEAVE
(Non-Job Related Illness/Injury)

Section 1 - Sick leave may be used for medical, dental, and optical examinations and for personal illness or injury; sick leave may also be used for any documented serious illness or disability requiring hospitalization or emergency treatment of the employee's immediate family. Employees shall make every effort to schedule non-emergency medical examinations and inform their supervisors of such examinations as far in advance as possible.

Each employee shall accrue twelve (12) work days of sick leave per year. Sick leave accrual shall be on a proportional basis each pay period. Accrual will be reduced in proportion to any leave without pay.

Employees who were hired and enrolled in the Defined Benefit Retirement Plan before December 31, 1980, shall have no limit placed on their sick leave accrual. Such employees may convert accumulated unused sick leave to retirement service credit at the rate of one (1) month's credit for each three hundred (300) hours of unused sick leave.

Employees hired between January 1, 1978, and December 31, 1980, shall have no limit placed on sick leave accrual.

Employees hired on or after January 1, 1978, are covered by provisions of the Defined Contribution Pension Plan. This plan does not provide a sick leave conversion formula.

Employees hired on or after January 1, 1981, shall be limited to one thousand (1000) hours of accumulated sick leave.

Section 2 - Family Sick Leave - Sick leave may be used for illness or injury or documented medical treatment, including medical, dental, and optical examinations, of a member of the employee's immediate family which is defined as spouse, parent or children only, either natural, adopted or for whom the employee has legal guardianship. Parent is limited to the employee's

own parent, not a spouse's parent unless the employee has legal guardianship. Such leave shall be limited to eighty (80) hours per year. Employees shall make every effort to schedule non-emergency examinations and inform their supervisors of such examinations as far in advance as possible. Employees may be required to submit documentation of the illness or examination, which may include a physician's statement or school statement.

Section 3 - Notification

- a. It is the responsibility of the employee to notify his supervisor of any illness from the first day of the absence and daily thereafter on short-term illnesses unless instructed otherwise by the supervisor.
- b. During an extended illness, it is the responsibility of the employee to inform the supervisor weekly of the status of such extended illness so long as such employee is physically able to do so.
- c. In cases of a non-job related injury, illness or accident for which an employee is absent three (3) or more consecutive work days, the employee shall be required to provide the employer with a physician's statement indicating length of disability, date(s) of treatment, anticipated return and any work limitations before the employee is able to return to work.

Any employee who has to be absent from work in excess of two (2) weeks (10 work days) of the normal and usual convalescence time as established by P.A.S. (Professional Activity Study) may be required to see the City's physician for an evaluation examination and a release to return to work. The City will bear the cost of such examination.

Section 4 - Misuse of sick leave constitutes abuse and may result in severe disciplinary action.

Excessive or repetitive usage (i.e., patterns) may indicate sick leave abuse. Management may investigate sick leave absences, require physician's statements and/or require an employee to be examined by a City designated physician.

Sick leave abuse may result in denial of leave, denial of holiday pay (proof of abuse on the scheduled work shift immediately preceding and/or immediately following a holiday will result in denial of holiday pay) and disciplinary action.

Section 5 - Disability - Employees determined by a City Health Officer to be disabled due to a non-job related cause shall be entitled, upon application, to benefits under the City's Disability Insurance Plan.

Any employee requiring an indeterminate amount of time off from work due to a non-job related illness/injury shall be referred by the supervisor or Department Director to the Human Resources Department for counseling as to any entitlements under the City's Benefits Programs. Payment of disability payments shall begin after exhaustion of all accumulated sick and vacation leave and shall continue for a balance of 180 calendar days (6 months) from the date of disability at a rate of sixty (60) percent of the employee's salary on the date of disability.

Sixty (60) days before the end of the 180 calendar days (6 months) an employee may apply for benefits under the City's Long-Term Disability (L.T.D.) plan. Employees shall apply to the City's insurance carrier on a form provided by the Human Resources Department. In order to qualify for all L.T.D. benefits, an employee must have been disabled from performing the duties of his occupation for six (6) consecutive months and be totally disabled from performing the normal duties of his regular occupation. Eligibility for L.T.D. benefits will be determined by the City's insurance carrier. To avoid placing undue hardship on those employees whose salary continuation has expired and who are waiting for an L.T.D. benefit determination, the City Manager may approve an extension of the six (6) month disability period for up to thirty (30) days. The City will recover the additional salary cost caused by such extension from the employee's initial L.T.D. payment. This extension may only be approved if the delay is not due to factors within the employee's control.

Section 6 - The City will furnish records reflecting the amount of sick leave used and the amount accumulated on each pay stub provided to the employee.

ARTICLE XIII

ON-THE-JOB INJURY (Workers' Compensation Benefits)

The City shall provide Workers' Compensation coverage for job-related injury/illness. (For the purpose of this article, the term, "injury" shall also include illness.) Workers' Compensation shall be provided as required by Arkansas State Law and/or rules of Workers' Compensation Commission or as provided in City Policy.

Reporting Requirements - An employee who is injured on the job shall report any injury, regardless of its severity, to his supervisor. Injuries must be reported at the earliest time possible, but no later than twenty-four (24) hours from the occurrence of the injury. Extensions of this twenty-four (24) hour period may be granted if the employee was rendered incapable of reporting. No benefits will be paid until required reporting forms have been completed. All benefits may be denied for the period between the time of the injury and the date of the report if this procedure is not followed.

Salary Continuation During Workers' Compensation Related Absences - After the initial three (3) days of absence an employee injured on the job shall be entitled to leave with full pay while disabled for the remainder of up to thirty (30) calendar days. (Full pay shall be defined as the Workers' Compensation payment plus the difference between the employee's regular salary and the Workers' Compensation payment.) Employees will be required to repay the City for any overpayments they receive. If an employee fails to participate in a return-to-work program or modified-duty program provided by Workers' Compensation or if any employee fails to comply with doctor's orders or any follow-up allowed under Workers' Compensation, all Workers' Compensation benefit payments including salary continuation will be halted.

After the initial thirty (30) calendar day period, the employee will receive only the Workers' Compensation payment. Unless the employee elects not to, by notifying his timekeeper prior to the end of the pay period in which time would be charged, the City will supplement the Workers' Compensation payment with the employee's accrued leave to maintain full salary amount.

Leave Accrual - The employee shall continue to accrue leave during the initial thirty (30) calendar day period. After the initial thirty (30) calendar day period of disability, the employee will not accrue additional leave.

Medical Costs, Examinations and Appointments - Medical costs relating to an on-the-job injury shall be paid by Workers' Compensation; if all required reporting procedures have been followed and the employee is in compliance with doctor's orders, rules of the Workers' Compensation Commission, and City Policy.

Employees requiring examination or treatment by a medical provider as a result of an on-the-job injury shall be permitted to attend such examinations during regular work hours and shall not have the time charged against their leave for a period of one hundred and eighty (180) days from the date of the injury, except for the initial three (3) day period noted above. After the one hundred and eighty (180) day period, absences for medical appointments shall be charged against the employee's accrued leave time. Upon return to work the employee shall be required to furnish a physician's statement which verifies the date of the examination, any work limitations, and whether or not the examination or treatment was related to an on-the-job injury. Time granted for such examinations shall be limited to the actual time required for the examination plus reasonable travel time.

During any extended absence related to a Workers' Compensation incident the employee shall provide regular reports to his supervisor (at least weekly) regarding his condition and projected

return to work. Upon request the employee shall provide attending physician statements including prognosis for return to full duty.

Restrictions - An employee who is on leave due to a Workers' Compensation injury shall participate only in activities that are expressly permitted by the attending physician. No employee shall participate in activities which may cause a delay in his recovery, and the employee shall not work, with or without compensation, at any other place of employment or for any other entity or individual while receiving Workers' Compensation benefits from the City.

At any time during the period the employee is absent due to the on the job-related incident, the City may order, at its expense, physical or psychological examinations of the injured employee to determine the degree of disability. If the physician determines that the employee is able to return to work, a date will be set for the employee to return. An employee who has been determined able to return to work and fails to do so may have his employment terminated immediately.

Recurring Leave Related to an On-the-Job Injury - Recurring leave related to a previous injury shall be considered one and the same injury, if the absence occurs within one hundred eighty (180) days from the date of release and return to work. This shall be subject to administrative analysis and diagnosis of the injury as reported by the attending physician. If recurring leave relating to a previous injury is required after one hundred eighty (180) days from the date of release and return to work, such leave will be treated as a new injury case.

On-the-Job Injury Leave for Extended Periods of Time - An employee who sustains a job-related injury, requiring an indeterminate amount of time off shall have no questions raised regarding his job security for the period of time he is receiving Workers' Compensation benefits, up to six (6) months. At the end of that six (6) month period, the section regarding Long-Term Disability will apply.

An employee requiring an indeterminate amount of time off work due to a job-related injury shall be referred by his supervisor or Department Director to the Human Resources Department for counseling as to any entitlements under the City's benefits programs.

An employee who has been diagnosed with a disability which will exceed six (6) months shall comply with established procedures and apply for Long-Term Disability benefits after the fourth (4th) month of absence. A Human Resources Department representative will assist the employee in applying for Long-Term Disability benefits.

ARTICLE XIV

INSURANCE

Section 1 – Health Insurance: The City will pay the cost of the base plan employee only premium for the City's health coverage for those employees who participate in the wellness component of the health care plan. Any employee who does not participate in the wellness plan will pay a cost established by the City towards individual coverage. The City will make available optional dependent health coverage, which may also include a requirement to participate in a wellness component. The City's contribution may vary based upon the dependents participation in the wellness component.

The City will provide life insurance to all qualifying employees at no cost to the employee. The City will inform the Union regarding any changes in insurance coverage for employees.

In addition, the City will provide dental insurance coverage to all qualifying employees at no cost to the employee. The City will pay \$27.60 toward the cost of dependent dental insurance coverage.

ARTICLE XV

UNUSED SICK LEAVE BONUS LEAVE

Section 1 - An employee who uses no sick leave from January 1, through June 30, will receive four (4) hours of bonus time off with pay. An employee who uses no sick leave from July 1, through December 31, will receive (4) four hours of bonus time off with pay.

An employee who uses no sick leave from January 1, through December 31, will receive eight (8) hours of bonus time off with pay.

Only an employee who has attained regular status at the beginning of the six (6) month period shall be eligible for the leave. An employee who was on Authorized Injury (AI) leave or any unpaid leave during the above specified periods will not be eligible to receive leave for that period.

An employee who is terminated for cause forfeits the right to receive any leave.

ARTICLE XVI

HEALTH AND SAFETY

Section 1 – The City shall maintain a safe workplace. The individual employee has responsibility with regard to preventing accidents to himself or his co-employees during the hours of employment.

Section 2 - No employee shall be required to work with machinery or equipment that is unsafe. If an employee is asked to operate such equipment that he considers unsafe to himself, the following procedure shall be observed:

- a. The employee shall first notify his supervisor of the equipment he considers unsafe, specifying reasons.
- b. The supervisor will then investigate the unsafe equipment and take the necessary corrective steps, provided that the condition is judged by the supervisor to be sufficiently unsafe to warrant correction before the performance of work.

- c. If the employee does not agree with the supervisor at Step "b" above, he may request the next level of supervision to make a concurrent judgment.
- d. The Department Director will request the City Manager's Office to make a judgment if the condition is further questioned.

Section 3 - The procedure described above shall be followed in the event employees consider weather conditions to be unsafe for them to perform their duties.

Section 4 - All protective or safety clothing or gear required by local, state, or federal law, or uniforms required as a condition of employment, shall be furnished and mended as necessary for all affected employees. Employees shall be responsible for wearing and utilizing protective safety equipment when furnished. Failure to so utilize equipment provided may result in disciplinary action.

Section 5 - The City will provide two (2) pairs of work boots to incumbents in classifications designated by the Safety/Loss Control Specialist position incumbent. The City will set an untaxed allowance for the purchase of work boots at \$125 for steel toe boots and \$150 for puncture resistant boots if the City uses a voucher program where the City pays the Sales Tax. If the City chooses to provide the money to the employee through their pay, the City will increase the allowance by 10% to allow for the payment of sales tax. One pair will be for the first six months of the calendar year and the second will be for the second six months of the calendar year.

Section 6 - When an employee is required by the nature of work to eat on the premises of the place of work, a clean and sanitary area for such purposes shall be provided if the premises are under the control of the City.

Section 7 - General Emergency Leave - When it is determined by the City Manager that a situation exists or is impending -- tornado, snowstorm, civil disturbance, epidemic, etc. -- which threatens the best interest of the City and the health and safety of City employees, general

emergency leave with pay may be authorized for a whole day or part of a day. The City Manager will publish guidelines after such general emergency leave as to pay policies to be followed. Employees who are required to work during a period of general emergency leave, except those working round-the-clock shifts, shall be granted bonus time on an hour-per-hour basis in addition to general emergency leave. Any overtime work shall be in addition to the above.

Section 8 – The City will provide towing reimbursement to personnel who are being required to report to work during inclement weather events for which the towing need occurs within the Little Rock city limits and the vehicle is towed to a location include the city limits if the vehicle is incapacitated. The employee must be coming from their place of residence to their assigned work location or returning home directly from work.

ARTICLE XVII FUNERAL LEAVE

Employees who have a death in their immediate family, such being defined as mother, father including step parents, brother, sister, son, daughter, grandparents, grandchildren, son-in-law, daughter-in-law, spouse, or spouse's immediate family, shall receive up to three (3) days (four [4] days for an out-of-state funeral) with pay to handle necessary funeral arrangements or related business. The employee shall provide documentation that his absence was related to a death within his immediate family as defined above. Such documentation shall be in the form of an obituary or statement from the funeral director noting name of deceased and date of funeral. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work schedule.

ARTICLE XVIII

RULES AND REGULATIONS

Section 1 - The Union recognizes that the employees must abide by and are subject to Management's rules and regulations as now established and as modified or promulgated from time to time, provided such rules and regulations shall not be in conflict with the terms of this Statement of Working Agreement. All rules and regulations existing or such new rules and regulations as may be issued shall be uniformly applied and enforced without discrimination. Employees and the Union shall be entitled to copies of all rules and regulations.

Management retains the sole right to make and enforce reasonable rules and regulations for the purposes of efficient operation of the workplace, safe practices and discipline.

Section 2 - The Union shall recognize that the employees must abide by and are subject to Management's day-to-day directions and orders regarding workplace procedures, job assignments, and general workplace conduct and operations.

Section 3 - Management shall post and furnish the Union with all the rules and regulations. Except for those of an emergency nature, changes in existing rules and regulations, as well as new rules and regulations promulgated by Management, shall not become effective until ten (10) regular work days after copies thereof have been furnished to the Union and posted. Management agrees that, should the Union so request, a Meet and Confer session shall be held during the above-mentioned ten (10) day period to discuss the reasonableness of any new rule or change in existing rules. This ten (10) day period may be extended by agreement of the parties or if extenuating circumstances make a timely Meet and Confer Session impractical.

ARTICLE XIX

LEAVES OF ABSENCE

Section 1 - Family and Medical Leave Act - The City will comply with the requirements of the Family Medical Leave Act providing for up to twelve (12) weeks of leave upon proper notification and documentation provided by the employee.

Section 2

- a. Jury Duty - Employees will be granted a leave of absence for that period of time for which they are required to report for jury duty or jury service and shall be compensated at their regular rate of pay. Employees may be required to provide verification.
- b. Civil Leave - In the event an employee is required to be absent from work by a lawful subpoena issued by a court or legally constituted Commission which compels the employee's presence as a witness in a case to which he is not a direct party, said employee may be granted an administrative leave with pay for absences necessary to comply with the subpoena during regularly scheduled duty hours.

Section 3 - Unpaid administrative leaves of absence may be granted by the employer for up to six (6) months, and are renewable for up to six (6) months. Leaves of absence without pay shall not be granted solely for the benefit of the employee. All such leaves shall be granted at the discretion of the employer.

Section 4 - Employees shall continue to accrue seniority while on leave of absence.

ARTICLE XX

MANAGEMENT RIGHTS

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

- a. To determine the mission of the City government.
- b. To direct the work force.
- c. To hire, assign or transfer employees, i.e., location, projects, shifts.
- d. To determine the methods, means and number of personnel needed.
- e. To carry out the public services of the City government.
- f. To discipline or discharge for just cause.
- g. To assign positions to the classification plan and to allocate the grades assigned thereto.
- h. To change existing methods of operation or facilities.
- i. To introduce new or improved work methods, equipment, or facilities.
- j. To take whatever actions may be necessary to carry out the activities of the City government so long as they are not precluded by any federal, state or local ordinances and the provisions of this Statement.

ARTICLE XXI

NONDISCRIMINATION

Section 1 - The provisions of this statement shall be applied equally to all employees.

Section 2 - The employer will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Statement because of

membership in the Union, the filing and/or processing of a grievance, or a legitimate activity as required by this Statement on behalf of the members of the Union.

Section 3 - The Union and its members agree not to discriminate or encourage discrimination against any employee for his non-affiliation with the Union.

Section 4 - Neither shall it be the policy or practice of management or the Union to provide arbitrary opportunities and/or privileges on a non-merit and/or non-job related basis. Alleged violations of the provisions of this section shall be grievable directly to the City Manager or his designated representatives as outlined in Article IV, Section 1, Step 3, of the Grievance Procedure.

ARTICLE XXII

EMPLOYEE PERFORMANCE APPRAISAL SYSTEM (EPAS)

Section 1 - Employee Performance Appraisal: Regular and non-regular employees are entitled to be informed of supervisory satisfaction and dissatisfaction with employee performance and such employees are to have the opportunity to discuss their performance level with their supervisor(s). The purpose of this discussion is to identify areas of performance strength and weakness and give the employee the opportunity to correct any deficiencies as seen by supervisors.

Section 2 - Such a performance appraisal system will include the following components:

- (1) Rating forms.
- (2) A review process which will include the employee being rated.
- (3) Provision for use of ratings for identifying and correcting below-standard job performance by an employee.
- (4) Ratings to be accomplished at least once each year.
- (5) An appeal process in which an employee may challenge an alleged arbitrary/capricious rating by a supervisor.

- (6) The normal grievance procedures outlined in Article IV of this Statement will not be used or recognized for appeal of Performance Appraisals.

ARTICLE XXIII

GENERAL PROVISIONS

1. So long as employees contribute to retirement funds, each employee shall receive at least an annual statement of his contributions.
2. The City shall establish bulletin board space in all organized departments to which the Union shall have access for posting recreational, social, educational announcements, and similar business notices.
3. The City agrees to furnish two hundred (200) copies of this Statement to the Union. Copies will be provided in all work areas by the City and made available on request to employees. A copy of the classification plan will also be available in these work areas. The agreement will be posted on the Little Rock website.
4. The City shall furnish to the Union a listing of union eligible employees with job title, salary, and date of hire at least once a month.
5. The City will provide any outsized wrenches, sockets (SAE and metric) and any special tools required to work on City vehicles. This includes initial stocks and replacements.
6. The Negotiating Teams shall be limited to five (5) members.
7. The City will agree to pay for the initial testing and license for employees who require a CDL license to maintain employment.
8. Subject to the approval of the Chief People Officer, the Union may submit a script to be read at employee orientation, along with a brochure and/or letter from AFSCME Local 994. The Union will be responsible for providing copies of the materials to be distributed to union eligible employees by the Human Resources Department. The script will be approximately two (2) to four (4) minutes in length. Or the Union can

submit a video to be shared with new employees through the onboarding process. The Union will be solely responsible for supplying the video in the needed format.

9. Access to premises – AFSCME representatives may access City facilities before or after work hours with prior approval from the location’s Division Manager. The Division Manager will provide such access as needed in mutually agreed upon areas and in such manner that does not disrupt or interfere with City operations. The Employer agrees to permit local 994 Union Officials to send information, subject to the Human Resources Director’s approval of the content and frequency, via email to bargaining unit members’ City email accounts. Inappropriate use or behavior may cause the access to be denied.

ARTICLE XXIV

SEVERABILITY

It is the desire and intent of the parties to this Statement of Agreement that the provisions herein be enforced to the fullest extent permissible under the laws of the State of Arkansas, to the extent not inconsistent with applicable Little Rock City Ordinances, or other applicable federal laws or regulations. Accordingly, the terms of this Statement of Agreement are severable, and if any particular portion be adjudicated or determined to be invalid, unenforceable or partially unenforceable, such determination of invalidity, unenforceability or partial unenforceability shall apply only to that portion of the Agreement and the balance of the Agreement shall nevertheless be enforceable to the fullest extent permissible under the laws and regulations applicable thereto.

ARTICLE XXV

TERMINATION AND IMPASSE PROCEDURES

Section 1 - This statement shall be effective January 1, 2023,(except non-wage economic items which will go into effect the first full pay period after the ratification vote May 20, 2023,) and remain in full force and effect until December 31, 2024, excluding all items determined by City

Ordinance. The City and Union will engage in a wage reopener for economic items for 2024 with the express intent of reviewing an increase in the step amounts. It can only be renewed by written mutual consent. If, during the first full pay period in September 2024, the Union provides proof of fifty percent (50%) plus one (1) membership enrollment of eligible employees, negotiations for renewal of this Statement or a new statement shall begin no later than thirty (30) days prior to the expiration of this Statement.

Section 2 - In the event of an impasse in negotiations between the City and the Union, either party may appeal to the Federal Mediation and Conciliation Service for mediation to assist in reaching a voluntary resolution of the impasse. The appeal will be made within three (3) work days after either party notifies the other in writing an impasse exists. The mediator's recommended resolution of the impasse is not binding on either party. In all matters of an irreconcilable difference between parties, the City Manager's decision will be final and binding. Failure to reach a resolution of the impasse shall result in termination of any existing working agreement.

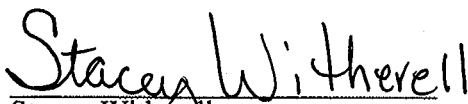
Section 3 - All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the AFSCME and City of Little Rock.

decision will be final and binding. Failure to reach a resolution of the impasse shall result in termination of any existing working agreement.

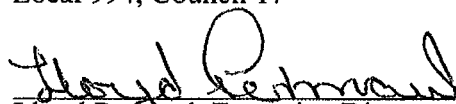
Section 3 - All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the AFSCME and City of Little Rock.


The negotiating teams consisted of the following persons:

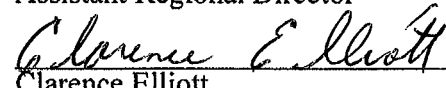
City of Little Rock


Stacey Witherell
Chief People Officer


American Federation of State, County and
Municipal Employees
Local 994, Council 17

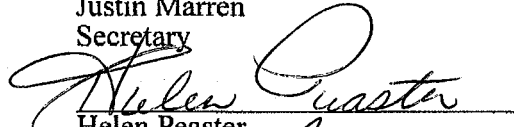

Lloyd Perreault, Executive Director
Council 17

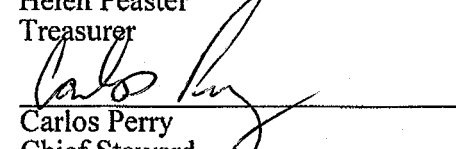

Rick Pettit
Assistant Regional Director


Clarence Elliott
President Local 994


Andrew Brewer
Vice-President


Justin Marren
Secretary


Helen Peaster
Treasurer


Carlos Perry
Chief Steward