

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered this 16th day of August, 2023 by and between the City of Sarasota, Florida (hereinafter referred to as “Employer” or “City”) and The International Union of Police Association, Local #6043, AFL-CIO (hereinafter referred to as the “IUPA” or “Union”) representing the bargaining unit of Lieutenants in this specified job classification who work for the City of Sarasota. The Employer and the IUPA are collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, the Employer and the IUPA, Local #6043, are parties to a collective bargaining agreement (“CBA”) dated October 1, 2022, to September 30, 2025; and

WHEREAS, the CBA calls for a wage re-opener and one other article per party to be negotiated; and

WHEREAS, the parties met, negotiated and agreed to the changes more fully set forth below; and

WHEREAS, Employer and the IUPA, Local #6043, agree that Article 7, Base Hourly Rate of Pay, and Article 23, Promotional Process are the only articles to be negotiated during the re-opener of the second year of the CBA.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties, intending to be legally bound, agree as follows:

1. The above recitals are incorporated as if fully set forth herein.
2. The Parties agree that as outlined in Article 7 Appendix A, Schedule 1 attached hereto the base rate of pay for Lieutenants will be increased by 3% for FY 2023-2024 effective the first full pay period following ratification of the Agreement by both Parties.
3. Step increases will be realigned to provide for 3% between each progressive Step effective the first full pay period following ratification of the Agreement by both Parties.
4. Employees will receive the Step increase on their anniversary date. Those employees on Step 6 or above, for FY 2023-2024 will receive a lump sum amount of \$2,000 effective the first full pay period following ratification of the Agreement by Parties.
5. The Parties agree that the Step 1 of testing will be removed from the Promotional process unless there is a change in the Chief of Police during the duration of the current CBA effective October 1, 2023.

FOR THE CITY OF SARASOTA

Stacie L. Mason
Signature

Stacie L. Mason
Print Name

FOR IUPA LOCAL #6043

Jeff Steiner
Signature

Jeff Steiner
Print Name

**ARTICLE #7
BASE HOURLY RATE OF PAY**

Section 1.

Lieutenants

A. Year 1: Fiscal Year 2022-2023

Effective the first full pay period following ratification of the Agreement by both Parties:

Lieutenants – Appendix A, Schedule 1

B. Year 2: Fiscal Year 2023-2024

Effective the first full pay period following ratification of the Agreement by both Parties:

Appendix A, Schedule 1

C. Year 3: Fiscal Year 2024-2025 -Wage re-opener

Section 2. Acting in a Higher Rank.

A. Eligibility and Pay Rate

Each time an employee is officially designated, by the appropriate supervisor, to act in a higher rank than the employee's permanent rank and performs said duties for an entire shift, the Lieutenant shall be paid an acting in a higher rank differential of 5% of their base hourly rate of pay.

B. Proof of Claim

The memo of assignment to the higher rank signed by the Captain, Deputy Chief or Chief, with start and end date identified, must be submitted to the department's payroll unit to be included in the next applicable payroll cycle. The 5% differential would be paid as a lump sum amount on the applicable pay cycle.

C. Return to Regular Hourly Rate

Employees being paid at a higher rate, while temporarily filling a position in a higher rank will be returned to their regular hourly rate of pay when the period of temporary employment in the higher rank is ended.

Section 3. Exception to Retroactivity.

Any provisions for retroactive compensation shall not apply to any employee of the Bargaining Unit not employed by the City as a Lieutenant at the time of final ratification of this Agreement.

Section 4. Shift Differential Pay

Those Lieutenants whose shifts start between 5:00 PM and Midnight shall receive a shift differential of 3% of Base Rate of Pay.

ARTICLE #23
PROMOTIONAL PROCESS

Section 1. Eligibility

Lieutenant Candidates: Sergeants may enter the promotional exam process after two (2) years in the classification as a Sergeant. If successful, the individual will be placed on a certified list, but is not eligible to be promoted until completion of two (2) years in rank.

Eligibility is determined as of the date of the first element of the process, not the date of the announcement.

Section 2. Exclusions

- A. Candidates for promotion will not take part in any level of development of the test or scoring review and will not participate in any Oral Board or evaluation process.
- B. Any member of SPD who is related to a candidate (as defined in City Rule 2.9 Nepotism) or has any type of relationship with a candidate, including roommates, significant other or domestic partner, and other persons with whom the candidate may have economic and emotional ties, will not take part in any level of development of the test or scoring review, and will not participate in any Oral Board or evaluation process.

Section 3. Frequency

Normally, the promotional process shall occur every two (2) years, unless the promotional list is exhausted, in which case the City shall schedule a promotional examination within six (6) months after the exhaustion of the promotional list.

Announcement will be made three months prior to the first element of the process.
Entire process schedule will be posted at the time of the announcement.

Section 4. Procedures regarding promotional process if Leadership changes during the duration of this agreement.

- A. If there is a change in the leadership/Chief of the Sarasota Police Department from the current Chief of Police who is Chief Rex Troche, the process will revert to the exactly the previous process which is represented here with the strikethroughs included in this article.

STEP # 1

~~Includes the written test.~~

A. Written test

~~Will pertain to G.O.'s, S.O.P's constitutional law, procedural law, and those Florida state statutes and City ordinances regularly enforced by the Sarasota Police Department; and the current Bargaining Agreement (including memoranda of understandings) between the City and the IUPA. All text materials will be made available to all candidates at the time of the announcement of the test.~~

~~This will be a closed book test.~~

~~Questions will consist of multiple choice answers. Test will be constructed by an outside vendor.~~

~~Test author will administer and grade the exam.~~

~~Test author will conduct a review of the test with the candidates. Resource material may be brought to the review by the candidates. Any challenges to any questions must be submitted in writing to the test author at the time of the review.~~

~~Responses to any challenges will be made by the test author within five business days of receipt of the challenge.~~

~~In order to proceed to the next phase of the assessment, the candidates must achieve a score of 70% or higher on the written test. This score will include successful challenges.~~

~~Any candidate not passing the written test will automatically be excluded from proceeding with the promotional process.~~

~~Possible total points for this exercise — 30 (30%) of the promotional process).~~

~~All candidates with a score of 70% or above will proceed to Step 2.~~

Oral Interview/ Oral Resume

A. The Oral Interview

The Oral Interview will include questions and scenarios asked of the candidates.

Possible total points for this exercise - 50 (50% of the promotional process).

B. Resume Review

Each candidate will submit a resume to the Vendor.

Areas to be considered include education, advanced training, leadership training, service in the military, service in higher rank, service in specialty units, experience in multiple units, service on boards and committees, and accomplishments, honors or awards.

Possible total points for this exercise - 45(45% of the promotional process).

C. Seniority

0.2 points for every complete year of service with SPD as a sworn officer.

Possible total points for this exercise – 5 (5% of the promotional process).

Section 5. Final List

Step 1 points are added together.

Possible total points for Steps 1 = 100.

Civil Service certification ranking based on total number of points earned from the highest to the lowest.

A. Selection

Selection for promotion as per Civil Service rule.

The Chief may consider the three previous performance evaluations in making the choice of the top three candidates. The Chief will confer with any candidate that is passed over for promotion prior to announcement of any promotion.

B. Probationary Period

Promotional appointments shall be for a probationary period of twelve (12) months. At the conclusion of the initial six (6) months of the probationary period, the pay rate will be the same as that set forth for the grade. The probation period is for the purpose of observation and on-the-job evaluation to assure employees meet the required job standards.

C. Seniority in Rank

Upon entering a new rank, the candidate's seniority at that rank will be based on the final ranking established by the promotional procedure. (Example: In the event

of multiple promotions made on the same date, the effective date of rank will be adjusted to ensure that the higher-ranking candidate will have seniority.)

**APPENDIX A, SCHEDULE 1
LIEUTENANTS WAGE SCHEDULE
As set forth in Article 7**

Step	FY22-23	FY23-24 Adjust Steps to be 3% btwn	FY23-24 General Wage Adjustment 3%
1	107,000	107,000	110,210
2	109,209	110,210	113,516
3	112,342	113,516	116,922
4	115,476	116,921	120,429
5	118,609	120,429	124,042
6	120,000	124,041	127,764

Pay scale is effective the first full pay period following ratification of the Agreement by both Parties:

Newly ranked Lieutenants will be slotted into the wage schedule on Step 1 unless that Step is less than a 10% increase, if less than 10% increase, the promoted Lieutenants shall move to the next highest step. Thereafter the Lieutenants shall move through steps based on anniversary date.

Lieutenants who will not be receiving a step increase in FY2023-2024 will receive a lump sum payment of \$2,000-dollars effective the first full pay period following ratification of the Agreement by both parties.

The \$2,000-dollar lump sum payments to Lieutenants will be counted as pensionable earnings.