

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered this 5TH day of SEPTEMBER, 2023 by and between the City of Sarasota, Florida (hereinafter referred to as “Employer” or “City”) and The International Union of Police Association, Local #6045, AFL-CIO (hereinafter referred to as the “IUPA” or “Union”) representing the bargaining unit of Officers, Sergeants, and the Crime Scene Unit Criminalists in these specified job classifications 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 #6045, 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 #6045, agree that Article 7, Base Hourly Rate of Pay, and Article 12, IUPA Rights and Obligations 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 D, Schedule 1, 2, and 3 attached hereto the base rate of pay for Officers, Sergeants, and the Crime Scene Unit Criminalists will be increased by 3.5% 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 for the Officers pay scale, Appendix D, Schedule 1, effective the first full pay period following ratification of the Agreement by both Parties.
4. Employees will receive the Step increase effective the first full pay period following ratification of the Agreement by both Parties.
5. The Parties agree to a uniform assessment for a Legal Defense Fund to be added to Article 12.

6. Additionally, the Parties agree that a Florida Retirement System referendum vote will be held no later than February 29, 2024, revising the previously agreed upon September 1, 2023 date.

FOR THE CITY OF SARASOTA



Signature



Print Name

FOR IUPA LOCAL #6045



Signature



Print Name

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

Section 1.

Officers and Sergeants and Non-Sworn Personnel- Criminalists (Crime Scene Investigators)

A. Year 1: Fiscal Year 2022-2023

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

Officers – Appendix D, Schedule 1

Sergeants – Appendix D, Schedule 2

Non-Sworn Personnel – Criminalists (CSI) – Appendix D, Schedule 3

B. Year 2: Fiscal Year 2023-2024 –

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

Officers – Appendix D, Schedule 1

Sergeants – Appendix D, Schedule 2

Non-Sworn Personnel – Criminalists (CSI) – Appendix D, Schedule 3

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

Section 2.

Existing provisions of the pay plan will continue for eligible non-sworn members of the Bargaining Unit including the following:

LONGEVITY PAY	
Minimum Number of Years Continuous Service	Percentage of Base Hourly Rate of Pay
5	+2% each 5 yrs to 25 yrs
10	4%
15	6%,
20	8%
25	10%

Section 3. Acting in a Higher Rank.

A. Eligibility

Each time an employee is officially designated, by the appropriate supervisor, to act in a higher classification than the employee's permanent classification and performs said duties for a period of more than fourteen (14) full workdays within any six consecutive months, the employee shall be eligible for a promotional pay increase to the higher classification for all time spent in the classification.

B. Proof of Claim

The employee and his supervisor will maintain documentation contemporaneous with the performance of such work, acknowledging that the work was (1) officially designated and was (2) work performed in a higher classification. (The employee will prepare and sign the document; the supervisor will co-sign.)

C. Method of Compensation

It is understood by the parties that, insofar as pay is concerned, employees temporarily filling a position in a higher classification shall be paid according to the same compensation method as permanent promotees in accordance with Police Department practices and procedures.

D. Subsequent Permanent Appointments

When an employee has received a pay increase under the provisions of this Article and is subsequently permanently appointed to the position, the employee will not be eligible for a second promotion pay increase.

E. Return to Regular Hourly Rate

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

Section 4.

Members of the bargaining unit who are Field Training Officers (FTOs), including the Field Training Coordinator and one Training Officer assigned to the Training Unit with responsibility over FTO's, shall receive a special pay of \$80 per week. FTO will not be considered as a Special Duty Assignment. The Chief of Police will review the number of FTOs annually. The number of FTOs will be determined by management based on the number of anticipated vacancies in the Department. In the event of a reduction in the number of FTOs, the officer with the least seniority as an assigned FTO will be reassigned from the program. In the case of a tie, the officer with the least seniority with the department shall be reassigned.

During the course of this Agreement, if the Sarasota Police Department decides to implement a formal certification training program for Criminalists (CSIs), this Article shall be reopened only for the purpose of negotiating compensation for the Criminalist(s) (CSIs) who will serve in the capacity as trainers.

Section 5. 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 Police Officer, Sergeant, Criminalist (CSIs) at the time of final ratification of this Agreement.

**APPENDIX D, SCHEDULE 1
OFFICER WAGE SCHEDULE
As set forth in Article 7**

Officers

**FY 23-2024
Effective first full
pay period of fiscal
year**

Step	YEAR 2 FY 2023-2024 (2080 hrs)
1	\$ 68,181
2	\$ 70,226
3	\$ 72,333
4	\$ 74,503
5	\$ 76,738
6	\$ 79,040
7	\$ 81,411
8	\$ 83,854
9	\$ 86,369
10	\$ 88,960
11	\$ 91,629
12	\$ 94,378
20	\$ 97,209

Police Officers 1st Class in step progression will move a step effective the first full pay period of the fiscal year (dependent upon a timely ratification). If not ratified by 10/4/2023, it will fall in the first full pay period after ratification by both parties. The percentage between each step is 3%. Members on Steps 3, 4, 5 and 6 at time of ratification and application of this step schedule will be reallocated to the next highest step and then move a step.

All newly hired employees shall receive the annual wage rate in effect at their time of hire commensurate with his/her qualifications.

**APPENDIX D, SCHEDULE 2
SERGEANT WAGE SCHEDULE
As set forth in Article 7**

Sergeants

**FY 23-24
Effective first full pay
period of fiscal year**

Step	YEAR 2 FY 2023-24 (2080 hrs)
1	\$ 92,074
2	\$ 93,914
3	\$ 95,792
4	\$ 97,708
5	\$ 99,662
6	\$ 101,656
7	\$ 103,688
8	\$ 105,763
9	\$ 107,877
10	\$ 110,035

Newly ranked Sergeants 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 Sergeant shall move to the next highest step.

Current Sergeants in step progression will move a step effective the first full pay period of the fiscal year (dependent upon a timely ratification). If not ratified by 10/4/2023, it will fall in the full first pay period after ratification.

**APPENDIX D, SCHEDULE 3
CRIMINALIST COMPENSATION PLAN
As set forth in Article 7**

Criminalist (Crime Scene Investigator)

**FY 2023-2024
Effective first full pay
period following
ratification by both parties**

Step	YEAR 2 FY 2023-2024 (2080 hrs)
1	53,406
2	55,008
3	56,658
4	58,358
5	60,108
6	64,316
7	66,246
8	68,233
9	70,280
10	72,388

Crime Scene Investigators in step progression will move a step effective the first full pay period of the fiscal year (dependent upon a timely ratification).

For Crime Scene Investigators moving to the new Step 10, this will be effective following ratification by both parties in the new fiscal year All newly hired employees shall receive the annual wage rate in effect at their time of hire commensurate with his/her qualifications.

ARTICLE #12
IUPA RIGHTS AND OBLIGATIONS

Section 1. Dues Deductions.

A. Dues Deduction

- 1) A member of the Bargaining Unit may present written authorization on the prescribed form to the City to deduct from his salary IUPA dues. Such authorization shall be executed on the form adopted by the City. Each authorization shall be effective until the earliest of the following dates:
 - a) The termination of IUPA's status as the certified collective bargaining representative;
 - b) The determination by the Florida Public Employees Relations Commission ("PERC") that the IUPA has participated in, supported or instigated in any manner a strike against the City; or
 - c) Thirty (30) calendar days after written notice of revocation of said authorization by the employee to both the City and the IUPA.

- 2) The City will transmit the dues and uniform assessments deducted in any week to the Treasurer of the IUPA at a convenient time following said deductions, but not later than fifteen (15) calendar days from the end of the week in which the deductions were made, except in the case of reasonable delays.

- 3) The City's sole obligations with respect to said funds are the collection and transmittal of those funds. The IUPA, its officers, agents and members will hold the City, its officers and agents harmless for the cost of any action which may be brought by any of its members, group(s) of members, agencies of law or other parties with respect to the use or disposition of said funds, after they have been transmitted to the IUPA. The Union will advise the City's Human Resources Director in writing as and when the dues amount changes.

B. Service Charges:

The City shall deduct from the payment made to the Union the following expenses of bookkeeping, retention and transmittal of funds:

Four Hundred and 00/100 Dollars (\$400.00) per fiscal year.

The above service charge shall be effective and deducted within the first month after final ratification and shall be collected thereafter during the month of October for the duration of the Collective Bargaining Agreement.

Section 2. Exception to Dues Deductions.

In the event an employee's salary earning within any given pay period (after deductions for withholding tax, retirement, health insurance and other priority items) are not sufficient to cover dues, it will be the responsibility of the IUPA to collect its dues for that pay period directly from the affected employee.

Section 3. Legal Defense Fund Fees.

A. An employee may present written authorization on the prescribed form to the City to deduct from his salary Legal Defense Fund fees. Such authorization shall be executed on the form adopted by the City. Each authorization shall be effective until the earliest of the following dates:

- a) The determination by the Florida Public Employees Relations Commission ("PERC") that the IUPA has participated in, supported or instigated in any manner a strike against the City; or
- b) Thirty (30) calendar days after written notice of revocation of said authorization by the employee to both the City and the IUPA.

B. The City will transmit uniform assessments of the Legal Defense Fund fees deducted in any period to the Treasurer of the IUPA at a convenient time following said deductions.

C. The City's sole obligations with respect to said fees are the collection and transmittal of those funds. The IUPA, its officers, agents and members will hold the City, its officers and agents harmless for the cost of any action which may be brought by any of its members, group(s) of members, agencies of law or other parties with respect to the use of disposition of said funds, after they have been transmitted to the IUPA.

D. The Union will advise the City's Human Resources Director in writing as to the amount to be deducted for the Legal Defense Fund Fees and present in writing when the fee amount changes.

E. The Legal Defense fund fees are exclusive from membership dues as outlined in Section 1 of this Article. Employees must complete authorization forms to initiate either type of payroll deduction. There will be no refunds or prorations once the fees are initiated.

Section 4. Bulletin Board.

The IUPA may post notices of its recreational and social functions, elections, meetings, and the names and addresses of officers, directors and representatives on a designated 20" x 30" section of the existing bulletin boards located in the Police Department. Each such notice must be signed by an officer of the IUPA Local, and approved by the Chief of Police or designee prior to the posting. Under no circumstances shall the IUPA tender for posting any notice which tends to disparage or interfere with any elected or appointed

official(s) or employee(s) of the City. IUPA may have access to members' mailboxes for ratification voting information once the document has been approved by the Chief of Police or designee.

Section 5. IUPA Time Bank

- A. This Agreement authorizes the City to donate to the IUPA 200 hours of paid time per fiscal year, for the IUPA Local President or his designee to attend the IUPA activities related to the City of Sarasota, including negotiations.
- B. Time off will be authorized at the discretion of the Chief of Police or her designee provided there is no conflict with minimum scheduling.
- C. When requesting use of the IUPA Time Bank the proper form shall be used which will indicate the date of the negotiations or other union business and the amount of the time to be withdrawn from the IUPA Time Bank.

Section 6. Donation of Holiday Time to IUPA.

- A. The IUPA shall collect from each consenting member of the Bargaining Unit who has agreed to and executed the appropriate form; two (2) hours of earned Holiday time, for the IUPA Time Bank. Said time will be used at the discretion of the IUPA President or his designee(s) for the purpose of the IUPA business.
- B. The initial two (2) hours of Holiday time will be collected by the union by November 15th of every year by consent only after final ratification of this Agreement by both Parties. For new members of the Bargaining Unit, the union will collect the two (2) hours of Holiday time by November 15th of every year by consent only.
- C. When requesting use of the IUPA Time Bank the proper form shall be used which will indicate the date of the negotiations or other union business and the amount of the time to be withdrawn from the IUPA Time Bank.
- D. At no time shall the aforementioned IUPA Time Bank donations from Section 5a and Section 5b exceed 680 hours for a fiscal year; however, all time bank hours can be carried over into the next year and must be used on or before September 30 of the fiscal year following the fiscal year accrued.

Section 7: Representation and Union Business

Neither IUPA representatives nor unit employees shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances without the express permission of their Shift Commander. IUPA Executive Officers may contact employees or other persons concerning grievance matters or IUPA business during either the working hours of the IUPA Executive Officers or the working hours of any employee

sought to be contacted without the express prior permission of the Shift Commanders of the employees involved provided it does not interfere with work.