

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered this *3rd* day of *December*, 2024 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 permanent full-time, part-time permanent classified first and second-class patrol officers (collectively the “Officers”), police sergeants (the “Sergeants”), Criminalists, and Senior Criminalists (collectively the “Crime Scene Investigators”) employed 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 #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 23, Promotional Process are the articles negotiated to completion during the re-opener of the third 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, Schedules 1 to 3* attached to this MOU, the base rate of pay for each rank will increase effective the first full pay period following ratification by both Parties as follows:
 - a. For Officers, the base rate of pay will be increased by 5.25% for Fiscal Year 2024-2025 as provided in *Appendix D, Schedule 1 – Officer Wage Schedule*, effective the first full pay period following ratification by both Parties;
 - b. For Sergeants, the base rate of pay will be increased by 5.00% for Fiscal Year 2024-2025 as provided in *Appendix D, Schedule 2 – Sergeant Wage Schedule*, effective the first full pay period following ratification by both Parties; and,
 - c. For Crime Scene Investigators, the base rate of pay will be increased by 9.00% for Fiscal Year 2024-2025 as provided in *Appendix D, Schedule 3 – Criminalist*

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Wage Schedule, effective the first full pay period following ratification by both Parties.

3. All Officers, Sergeants, and Crime Scene Investigators will receive a Step increase on their anniversary date for the time period of Fiscal Year 2024-2025.
4. For Fiscal Year 2024-2025 only, upon ratification by both Parties, all Officers, Sergeants, and Crime Scene Investigators who are still on active payroll with the City during the first full pay period after ratification by both Parties will receive a lump sum net amount of \$1,000.00 paid during that first full pay period.
5. The Parties agree, as outlined in Article 23 attached to this MOU, to revise Article 23, Promotional Process, Section 3, Step #2, A., **Promotional Process – Lieutenant** Section 2. Exclusions, subsections A and B; to add Section 4. “Procedures regarding promotional process if Leadership changes during the duration of this agreement”, and to revise Step #1, B. and to renumber and correct language in previous Section 4, Final list (now Section 5, Final List).

FOR THE CITY OF SARASOTA


Signature

David L. Mason 12.3.24
Print Name

FOR IUPA LOCAL #6045


Signature

E.A. URBAIN 12/3/2024
Print Name

<u>Yes</u>	Mayor Alpert
<u>Yes</u>	Vice Mayor Ahearn-Koch
<u>Yes</u>	Commissioner Trice
<u>Yes</u>	Commissioner Battie
<u>Yes</u>	Commissioner Arroyo

**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

Officers – Appendix D, Schedule 1

Sergeants – Appendix D, Schedule 2

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

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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

For City 12.3.24

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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 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.

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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.

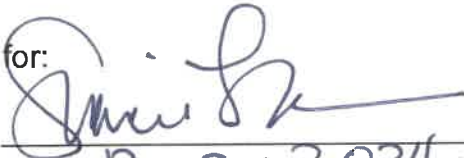
Section 5. Exception to Retroactivity.

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.

TA'd for:

City:

Date:


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Union:

Date:

E.A. URBAIN, 6045 PRESIDENT

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

Officers

FY 2024-2025 ~~2023-2024~~
Effective first full pay period
of Fiscal Year following
ratification by both parties.
There will be no retroactive
pay if ratified after October 2,
2024.

Step	YEAR 2 FY 2023- 2024 (2080 hrs) Hourly Rate	YEAR 2 FY 2023- 2024 (2080 hrs) Annual	YEAR 3 FY 2024-2025 (2080 hrs) Annual
1	\$ 32.7793	\$ 68,180.94	\$ 71,760
2	\$ 33.7625	\$ 70,226.00	\$ 73,913
3	\$ 34.7755	\$ 72,333.04	\$ 76,131
4	\$ 35.8188	\$ 74,503.10	\$ 78,415
5	\$ 36.8933	\$ 76,738.06	\$ 80,767
6	\$ 38.0000	\$ 79,040.00	\$ 83,190
7	\$ 39.1399	\$ 81,410.99	\$ 85,685
8	\$ 40.3144	\$ 83,853.95	\$ 88,256
9	\$ 41.5236	\$ 86,369.09	\$ 90,903
10	\$ 42.7692	\$ 88,959.94	\$ 93,630
11	\$ 44.0524	\$ 91,628.99	\$ 96,440
12	\$ 45.3740	\$ 94,377.92	\$ 99,333
20	\$ 46.7351	\$ 97,209.01	\$ 102,312

Police Officers 1st Class in step progression will move a step effective on their anniversary starting the first full pay period of the 2024-2025 fiscal year (dependent upon a timely ratification). If not ratified by 10/2/2024, the pay scale will move on the first full pay period after both parties ratify the wage schedule.

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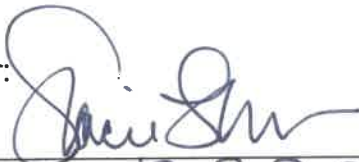
For Fiscal Year 2024-2025 only, upon ratification by both Parties, all Officers who are still on active payroll with the City during the first full pay period after ratification by both Parties will receive a lump sum net amount of \$1,000.00 paid during that first full pay period.

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

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City:


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Union:

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

Sergeants

<u>Step</u>	<u>YEAR 2</u> <u>FY 2023-2024</u> <u>(2080 hrs)</u> <u>Hourly Rate</u>	<u>YEAR 2</u> <u>FY 2023-2024</u> <u>(2080 hrs)</u> <u>Annual</u>	<u>YEAR 3</u> <u>FY 2024-2025</u> <u>(2080 hrs)</u> <u>Annual</u>
<u>1</u>	<u>\$ 44.2663</u>	<u>\$92,074</u>	<u>\$ 96,678</u>
<u>2</u>	<u>\$ 45.1510</u>	<u>\$93,914</u>	<u>\$ 98,610</u>
<u>3</u>	<u>\$ 46.0538</u>	<u>\$95,792</u>	<u>\$ 100,581</u>
<u>4</u>	<u>\$ 46.9750</u>	<u>\$97,708</u>	<u>\$ 102,593</u>
<u>5</u>	<u>\$ 47.9144</u>	<u>\$99,662</u>	<u>\$ 104,645</u>
<u>6</u>	<u>\$ 48.8731</u>	<u>\$101,656</u>	<u>\$ 106,739</u>
<u>7</u>	<u>\$ 49.8500</u>	<u>\$103,688</u>	<u>\$ 108,872</u>
<u>8</u>	<u>\$ 50.8476</u>	<u>\$105,763</u>	<u>\$ 111,051</u>
<u>9</u>	<u>\$ 51.8639</u>	<u>\$107,877</u>	<u>\$ 113,271</u>
<u>10</u>	<u>\$ 52.9014</u>	<u>\$110,035</u>	<u>\$ 115,537</u>

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 ^{EW} on their anniversary starting the first full pay period of the 2024-2025 fiscal year (dependent upon a timely ratification). If not ratified by 10/2/2024, the pay scale will move on the first full pay period after both parties ratify the wage schedule.


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~~will move a step effective , effective the first full pay period of the fiscal year (dependent upon a timely ratification). If not ratified by 10/24/2024³, it will fall in the full first pay period after ratification.~~

For Fiscal Year 2024-2025 only, upon ratification by both Parties, all Sergeants who are still on active payroll with the City during the first full pay period after ratification by both Parties will receive a lump sum net amount of \$1,000.00 paid during that first full pay period.

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City: 
Date: 12.3.24

E.A. URBAIN, LOUIS PRESIDENT

Union: IAA 1855
Date: 12/3/2024

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

Criminalist (Crime Scene Investigator)

FY 2024-2025 ~~2023-2024~~

Effective first full pay period
of Fiscal Year following
ratification by both parties.
There will be no retroactive
pay if ratified after October 2,
2024.

<u>Step</u>	<u>YEAR 2</u> <u>FY 2023-</u> <u>2024</u> <u>(2080 hrs)</u> <u>Hourly Rate</u>	<u>YEAR 2</u> <u>FY 2023-2024</u> <u>(2080 hrs)</u> <u>Annual</u>	<u>Step</u>	<u>YEAR 3</u> <u>FY 2024-2025</u> <u>(2080 hrs)</u> <u>Annual</u>
1	25.6760	\$ 53,406	1	\$ 58,213
2	26.4462	\$ 55,008	2	\$ 59,959
3	27.2394	\$ 56,658	3	\$ 61,757
4	28.0567	\$ 58,358	4	\$ 63,610
5	28.8981	\$ 60,108	5	\$ 65,518
6	30.9212	\$ 64,316	6	\$ 70,105
7	31.8490	\$ 66,246	7	\$ 72,208
8	32.8043	\$ 68,233	8	\$ 74,374
9	33.7885	\$ 70,280	9	\$ 76,605
10	34.8019	\$ 72,388	10	\$ 78,903

Crime Scene Investigators in step progression will move a step on their anniversary date effective the first full pay period of the new 2024-2025 fiscal year (dependent upon a timely ratification). If not ratified by 10/2/2024, the general wage increase will fall in the first full pay period after ratification by both parties.

~~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.

For Fiscal Year 2024-2025 only, upon ratification by both Parties, all Crime Scene Investigators who are still on active payroll with the City during the first full pay period after ratification by both Parties will receive a lump sum net amount of \$1,000.00 paid during that first full pay period.

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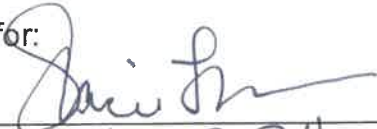
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Union:

Date:

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ARTICLE #23 PROMOTIONAL PROCESS

Section 1. Eligibility

Sergeant Candidates: Officers may enter the promotional exam process three (3) years from date of state certification as an officer with the SPD. If successful, the individual will be placed on a certified list, but is not eligible to be promoted until completion of three (3) years of service.

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.

Promotional Process – Sergeant

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

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

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Florida state statutes and City ordinances regularly enforced by the Sarasota Police Department; current Bargaining Agreement (including memoranda of understandings) between the City and the IUPA, selected readings and computer training updates. 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.

The top 12 test scores will move on to the next phase of assessment. Scores will include successful challenges.

Any candidate not placing in the top 12 scores will automatically be excluded from proceeding with the then current promotional process.

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

Step # 2

Assessment Exercises

A. Assessors

There will be 5 assessors, currently employed with a municipal police agency or sheriff's department serving large metropolitan counties within the state of Florida. At least one assessor will be internal. The remaining assessors will be from an outside agency that will not include any employee or former employee from Manatee, Desoto, Charlotte or Sarasota law enforcement agencies, including SPD. There will be one (1) additional non-voting representative from Human Resources.

Assessors for Sergeant candidates will be at least a Sergeant with their agency.

~~Assessors for Lieutenant candidates will be at least a Lieutenant with their agency.~~

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B. Assessment Exercises

Assessment Exercises will consist of a minimum of three (3) scenarios from approved/accepted assessment center exercises.

Possible total points for Step 2- 40 (40 % of the promotional process).

Step 3.

Oral Interview

A. The Oral Interview

The Oral Interview will include questions and scenarios.

Possible total points for this exercise - 15 (15% 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 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 – 10 (10% 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 4. Final List

Step 1, Step 2 and Step 3 points are added together.

Possible total points for Steps 1, 2, & 3 equal - 100.

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

A. Selection

The Chief may consider prior performance in selecting candidates. The Chief will confer with any candidate that is passed over for promotion prior to announcement of any promotion.

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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. If the employee on promotional probation fails to successfully complete probationary period, the procedures defined in Article 10 (Bump Down Procedures for RIF Layoffs) shall apply.

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.)

Promotion Process Lieutenant

Sergeant candidates for promotion to Lieutenant may grieve the order of the Final List in accordance with the procedures set forth in Article 13 of this Agreement.

Promotional Process – Lieutenant**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.

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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 process 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 PBA. 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.~~

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~~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.~~

STEP # 1

Oral Interview / Resume

A. The Oral Interview

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

Possible total points for this exercise - ~~5015~~ (5035% of the promotional process).

B. Resume Review

Each candidate will submit a resume to SPD Payroll and Personnel for verification.
~~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 - ~~4515~~ (4530% 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 54. Final List

Step 1 ~~and Step 2~~ points are added together.

Possible total points for Steps 1 ~~& 2 equal~~ 100.

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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.

D. 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.)

TA'd for:

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Date:


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E.A. URBAIN, LOYS PRESIDENT

Union:

Date:

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