

## **MEMORANDUM**

TO:

Mayor Grover Robinson, IV

FROM:

Chris Holley

DATE:

9-9-2019

SUBJECT: Ratification of the MOU between the FOP and the City of Pensacola

## MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding ("MOU") is to Document an agreement reached between the employer, City of Pensacola, Florida, by and through Mayor Grover C. Robinson, IV ("the City"), and the Florida State Lodge Fraternal Order of Police, Inc. (FOP Officers, Sergeants, and Lieutenants), by and through the undersigned State Representative of the FOP ("the Union").

Pursuant to recommendations and concurrence by the City negotiating team, the undersigned hereby concur with the agreement in the MOU (attached) and recommend acceptance by the Mayor and ratification by the City Council.

Roderick L Powell, Chief HR Officer

Christopher Holley, City Administrator

Executed on the date

## MEMORANDUM OF UNDERSTANDING

WHEREAS, the purpose of this two-page Memorandum of Understanding ("MOU") is to document an agreement reached between the employer, City of Pensacola, Florida, by and through Mayor Grover C. Robinson, IV ("the City"), and the Florida State Lodge Fraternal Order of Police, Inc. (FOP Officers, Sergeants, and Lieutenants) by and through the undersigned State Representative of the FOP ("the Union"), tentatively reached on August 23, 2019 and subsequently ratified by the members.

WHEREAS, the ratification adds language to the applicable agreements, which the parties agree may be memorialized as Article 34.12 in the applicable Agreement for Police Officers, as Article 34.11 in the applicable Agreement for Sergeants, and as Article 33.7 in the applicable Agreement for Lieutenants.

NOW, THEREFORE, the parties agree as follows:

The Parties acknowledge the recitals listed above are true and correct;

The Parties acknowledge that the Officers and Sergeants bargained for and will receive a four (4) percent pay increase and that the Lieutenants bargained for and will receive a three (3) percent pay increase;

The Parties acknowledge that for consistency based on the four (4) percent increase that is to be paid all non-bargaining unit employees, the Lieutenants will receive a one-time one (1) percent pay increase over and above what was negotiated to occur effective October 1, 2019;

The Parties further acknowledge that the language set forth below was ratified by the members:

The City proposes a Merit-Based Pay Plan related to employee evaluations.

1. For Fiscal Year 2018-2019 to supplement the pay increases already provided, all union members will receive a 2% merit-based wage increase effective October 1, 2019.

- 2. For Fiscal Year 2019-2020, the City will implement the Pensacola Police Department evaluative instrument as to which the Parties will collaborate on the content.
  - a. The City will provide training on the performance metrics to the Department.
  - b. The Merit-Based Pay Plan will provide pay increases as follows:

| ĺ.   | Exceeds expectations (3.5 and above):        | 2% |
|------|--|----|
| ii.  | Meets expectations (2.5 – 3.49):             | 1% |
| iii. | Does not meet Expectations (2.49 and below): | 0% |

This Merit-Based Pay Plan shall continue until the expiration of this Collective Bargaining Agreement on September 30, 2021.

The parties have caused this MOU to be executed by duly authorized agents as follows:

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

SHAWN P. DOCKERY

Staff Representative

HEATHER F. LINDSAY CITY OF PENSACOLA

Assistant City Attorney