

TENTATIVE AGREEMENT

The City of Pensacola (the "City") and the Florida State Lodge Fraternal Order of Police Inc., ("FOP"), are hereinafter collectively referred to as the "Parties."

WHEREAS, on September 21, 2021, the City and the FOP hereby reach this Tentative Agreement ("Agreement") as follows:

1. All provisions of the Parties' Collective Bargaining Agreement (October 1, 2018-September 30, 2021 and any subsequently ratified MOA/MOU) not addressed in this Agreement will remain status quo. The Parties' 2018-2021 Collective Bargaining Agreement and all subsequently ratified Agreements are hereby extended to September 30, 2024. Accordingly, the three (3) year contract term of this Collective Bargaining Agreement shall be from October 1, 2021 through September 30, 2024.

2. In addition to the foregoing and upon full ratification of this Agreement by both Parties, the Parties have agreed to the following amendments/changes to the 2018-2021 Collective Bargaining Agreement that become effective on October 1, 2021 reflected as follows:

A. 33.1 Pay Range: On October 1, 2021, the cap on pay for Lieutenants shall be increased to \$97,011.20, which shall remain as the cap through September 30, 2024.

B. 33.2 Wages

i. October 1, 2021: All currently employed bargaining unit employees will receive a three percent (3%) wage increase to their base pay.

ii. October 1, 2022: All currently employed bargaining unit employees will receive a three percent (3%) wage increase to their base pay.

iii. October 1, 2023: All currently employed bargaining unit employees will receive a three percent (3%) wage increase to their base pay.

C. Merit Pay

For the Term of this Collective Bargaining Agreement, final performance evaluations will be conducted annually, as determined by the Pensacola Police Departments' evaluation cycle feedback milestones. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by the Police Chief. The Police Chief has the final authority to approve final performance ratings and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed their one (1) year probation period.

The final summary score will be used to determine qualification for a merit pay increase and the level of any merit pay allocation (see chart below):

Summary Rating	Point Range	Merit Increase Recommended
Exceeds Expectations (E)	3.50 – 5.00	2% Merit Increase
Meets Expectations (M)	2.50 – 3.49	1% Merit Increase

Does Not Meet **(DNM)***

0.00 – 2.49

0% Merit Increase

*NOTE: An employee who was rated DNM, but successfully completed a Performance Improvement Plan (PIP) after the ninety (90) day evaluation period that results in a revised score of two and one half (2.5) or higher, may earn a merit increase of up to 1% retroactive to the date the employee would have normally received the merit adjustment. Anyone subject to formal disciplinary action (i.e. Suspension w/o pay, or Demotion) during the rating period will not be eligible for a merit increase greater than 1%. The Police Chief has the discretion to determine whether to recommend merit pay adjustments, to include instances of a PIP or Formal Discipline, to Human Resources.

The effective date for merit pay increases will be beginning October 1, 2021, and on each following October 1st through to October 1, 2023 respectively. Any changes made to the provisions of the Merit Performance Plan will be conferred, in advance, with the FOP bargaining unit.

Additionally, should the Merit Performance Plan be discontinued for any reason, the annual eligibility and funding for up to 2% increase each October 1st will continue during the term of this Agreement.

D. One Time Premium Payment of \$10,000.

On October 1, 2021, all currently employed bargaining unit members who have at least one (1) year of service with the City will receive a one-time premium payment of \$10,000.00. The one-time premium payment will be made by separate check and not included in the bargaining unit member's regular paycheck. This one-time premium

payment will not be paid in future years and will not be included as language in the Parties' Collective Bargaining Agreement.

E. 26.1(4) Accrual of time

i. On October 1, 2021, all currently employed bargaining unit members will begin accruing 24 hours of personal time off for each month of service.

ii. On October 1, 2021, all currently employed bargaining unit members will have the option of carrying over unused PTO as follows: as to accrued leave over 500 hours, a maximum of 250 hours may be banked in the auxiliary leave account to be used for any purpose, and any accrued leave remaining will be placed in the FMLA leave bank. This does not alter existing policy that leave payout cannot exceed 500 hours. This does not alter the existing provision that approval of leave is a management right and the issue is not subject to being grieved.

F. 30.1 Holidays

On October 1, 2021, all currently employed bargaining unit members will have the following three holidays in addition to the holidays already provided: Day After Christmas, President's Day, and Good Friday.

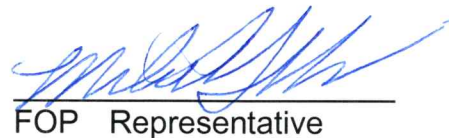
G. Senior Lieutenant Pay

On October 1, 2021 and during the term of this contract, all currently employed bargaining unit members with at least five (5) years in grade as Lieutenant for the City of Pensacola shall receive an additional five (5) percent senior Lieutenant pay for that employment milestone. Senior lieutenant pay shall be regarded as compensation for the computation for pension and Medicare. No other benefits will be paid except as may be

required by Federal or State law. No other benefits will be paid (including the plans created by Chapter 9-6, Article I of the City Code). Senior lieutenant pay shall be a separate pay item that is fully pensionable above and beyond any established pay scale maximums and shall be awarded in five percent increments at the five year anniversary of time in grade as a lieutenant.

IN WITNESS THEREOF, the parties have set their signatures on the date last written below.


CITY Representative


FOP Representative