

## MEMORANDUM OF UNDERSTANDING

The City of Pensacola (CITY) Florida State Lodge Fraternal Order of Police Inc. (FOP) and Nicole Heintzelman (HEINTZELMAN) hereby known as the PARTIES.

The PARTIES agree that the classification of Crime Scene Supervisor is not covered by the Collective Bargaining Agreement for the Officers (PERC Certification 1390), Sergeants (PERC Certification 1440) and Lieutenants (PERC Certification 1664) as it does not have a community of interest and the same or similar job duties and responsibilities.

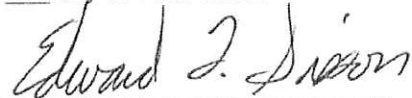
However, the PARTIES agree that, effective as of the date of ratification of the Collective Bargaining Agreement currently being negotiated between City and FOP, all the provisions contained in said collective bargaining agreement, for the Officers (PERC Certification 1390) shall apply to the classification of Crime Scene Supervisor.

Additionally, the PARTIES agreed on March 3, 2016 that Crime Scene Supervisor Nicole Heintzelman's (HEINTZELMAN) base pay shall be \$48,212.50 and she shall receive an additional 5% for Senior Officer Pay retroactive back to October 1, 2015 and then going forward from that point in time. The adjustment for HEINTZELMAN will take effect within the first two pay periods after the execution of this agreement by the signatures of all parties.

All subsequent Crime Scene Supervisors shall be subject to salary adjustments upon promotion into the classification that are consistent with the City's practices for promotions.

The PARTIES agree that this MOU shall be in full force and effect until a successor MOU is negotiated on behalf of the PARTIES.

It is agreed to by the PARTIES this \_\_\_\_ 1st  
\_\_\_\_ day of June 2016.



Edward Sisson  
Chief Human Resources Officer

\_\_\_\_\_  
Rob Larkin  
City Labor Attorney



Nicole Heintzelman  
Crime Scene Supervisor



George F. Hachigian,  
FOP General Counsel's Chief of Staff

**OFFICERS**

**ARTICLE 10**

**EMPLOYEE'S EXECUTIVE COMMITTEE**

~~10.1 — Bargaining unit employees shall not serve on the Employees Executive Committee. No City proposal brought before the Employees Executive Committee will have any applicability to the Bargaining Unit.~~

T.A. *Now E. Jarvis*  
2/7/18

*S. E. [Signature]*  
2/7/18

## Article 20.2

**Proposal:** To limit educational reimbursement of collective bargaining unit members to \$30,000 per fiscal year. ~~To allow for funds unused during a fiscal year be carried over for one year.~~ To allow members to receive partial reimbursement when they receive partial grants/scholarships. To establish a notification method so FOP members are aware when funds begin to run low.

**Discussion:** The City proposed to cap educational benefits at \$20,000 per year. The FOP believes the cap should be raised based on the number of young officers currently seeking college degrees. This year's funds were depleted by March. A \$20,000 cap could have limit some employees from becoming eligible for promotion.

Currently, if a member seeks financial assistance and is awarded a 50% benefit from another source, the City will not reimburse the employee. This discourages employees from seeking alternative assistance. The FOP suggests changing the contract language so that the City will cover any tuition fees that are not covered elsewhere. This should serve to reserve some of the funds in the future for members who are unable to obtain funding from another source.

Finally, the FOP requests that the City notify the FOP President once 75% of the funds have been allocated. This will allow for members of the collective bargaining unit to plan accordingly when seeking a degree.

## Article 20.2 Training and Education

### B. Educational Reimbursement Plan

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola may reimburse employees for the costs of obtaining undergraduate or graduate degrees in a position with the City of Pensacola. Employees should contact Human Resources for more information about educational reimbursement.

Employees requesting educational reimbursement must prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Director/Administrator for approval prior to class registration. The Director/Administrator will determine if funds have been budgeted and are currently available in the Department's/Division's budget. The City will budget \$30,000 toward the educational reimbursement for members of the collective bargaining unit. Any unused funds during a fiscal year will be carried forward for a maximum of one year. If 75% of the funds are allocated during a fiscal year, the Director/Administrator will notify the FOP Lodge 71 President. Each course must be part of a curriculum related to an employee's present position with the City of a reasonable promotional objective as determined by the Chief Human Resources Officer. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Director/Administrator to the Human Resources Office, before course registration commences.

PPD Budget Planning Specialist

F.A. Jones-Jarvis 6/21/18

T/A S. Dorch  
6/21/18

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the department director to be forwarded to the Chief Human Resources Officer for final review and payment. When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; ~~however, an employee will not receive reimbursement by the City of any course for which the employee has also received reimbursement or payment from any other source. If a collective bargaining unit member receives payment from another source, the City will only reimburse the amount of tuition not otherwise covered.~~

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each fifteen (15) hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire or police academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of the amount paid by the City to attend the fire or police academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

#### **(1) Required Courses**

The City will reimburse 100% of the tuition, books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

#### **(2) Voluntary Job-Related Courses**

The City will reimburse 100% of the tuition only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course.

Department Directors will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Officer for reimbursement purposes.

**(3) Non-Job Related Courses**

The City will reimburse 50% of tuition only for any employee who voluntary takes a course and who attains a "C" grade or better even though that course is not job related.

**(4) High School Diploma**

Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book, or fee expenses they may incur.

**(5) Tax Status**

All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Education Reimbursement Plan as taxable income.

**ARTICLE 29  
FUNERAL LEAVE**

29.1 Employees may be granted time off without loss of pay to attend the funeral of an employee of the Police Department so authorized by the Police Chief or Assistant Chief.

*or ~~the~~ designee*

*REL /  
S/D*

29.2 At the time of a death of a member of the employee's immediate family, an employee may be granted up to three (3) days off without loss of pay as bereavement leave, not otherwise chargeable. The term, "immediate family", as used in this section, shall mean an individual's spouse, children, mother, father, brothers, sisters, half-brothers, half-sisters, aunts, uncles, grandparents, grandchildren, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, step-parent, step-children, and other relatives who permanently reside with the individual. Special consideration may also be given by the Police Chief to any other person who has had a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee.

T.A.

*Tom E. Lavin*  
2/7/18

*J. J. [Signature]*  
2/7/18



## Article 36

**Proposal:** To limit seniority points to a maximum of 10 points. Also, to change the method points are accrued from one point per year, to a half point for each year of service. To include language regarding education points commonly awarded during the promotion process.

**Discussion:** The FOP is willing to limit seniority points as requested by the City. In doing so, we propose to include language in the contract for education points. Further, we wish to reduce the value of education points to be more in line with seniority points.

### ARTICLE 36 PROMOTIONS

#### 36.1 Promotional Procedures Overview.

The City will continue to follow the status quo concerning the promotional process as outlined below.

When a vacant position is to be filled by promotion within the Police Department, through competitive examination these procedures will be followed:

A promotional eligible list will be certified that contains the names of the top five (5) applicants and ties, having the highest total exam score. Any person on the list is eligible for promotion. If a promotional register contains less than five (5) names and an additional examination is requested, successful examinees will be listed in order behind the existing names on the promotional register. If qualifications substantially change, a register may be cancelled and a new register established. A new register requires a new application and examination of each applicant.

All persons within the department who meet the minimum qualifications may apply and take a promotional examination. When a position is announced, a job bulletin will be distributed and open for a minimum of five (5) working days prior to the application deadline. Applicants must apply by the application deadline and supply necessary records, licenses, certificates, transcripts, etc.

Examinations will be practical and objectively measure the relative capabilities of the applicant to perform the target position. The examination process may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components may be weighted, but will total 100%.

Passing scores are required on a promotional examination before an employee is eligible for promotion. When a passing score is attained, the total examination score may be augmented by veteran preference points (per Florida statutes), education points, and seniority points as defined below.

Eligible registers are in effect for one year, unless extended by request of the appointing authority.

T.A. *James* 6/21/18

T/A *S. Dock*  
6/21/18

## **Definitions.**

**Eligible** - A person who has properly made application, met the requirements of a position, and passed the exam process and is qualified to be placed on a list of qualified applicants.

**Promotional Eligible List** - A list of names taken from the eligible register, of the top five (5) candidates and ties. Names are listed in rank order according to their final examination score.

**Promotional Eligible Register** - A register of names of all eligible applicants for a particular position, who have obtained a passing score on the examination process, listed in rank order according to their final examination score.

**Score** - The final numerical grade attained on any examination process, rounded to the nearest whole number.

**Seniority Points** - Points added to a passing promotional examination score to arrive at the total score. Points are computed on the basis of one-half (10.5) point for each full year of service within the employment of the City in a related field or activity. Seniority points will be limited to a maximum of 10 points.

**Educational Points** – Points added to a passing promotion examination score to arrive at the total score. Points are computed as followed: associates degree – ½ point, bachelor's degree – 1 point, master's degree – 2 points.