

**MEMORANDUM OF UNDERSTANDING**  
**AMENDMENT OF THE COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE CITY OF LAKELAND POLICE DEPARTMENT AND THE**  
**FLORIDA STATE FRATERNAL ORDER OF POLICE, LAKELAND LODGE 185**  
MOU-24-02-FOP  
[Police Sergeant]

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This Memorandum of Understanding (“MOU”) is entered into between the **City of Lakeland** (hereafter “City”) and the **Florida State Fraternal Order of Police, Lakeland Lodge 185** (hereafter “FOP”).

- The City and FOP are parties to a collective bargaining agreement, effective December 19, 2022, and expiring September 30, 2025 (“CBA”).
- On August 23, 2024, the Parties met, bargained, and agreed on the amended terms described in this MOU and fully set forth in the attached exhibits.
- The parties desire to extend the expiration date of the CBA to September 30, 2027, effective October 1, 2024; to amend Article 25 - Wages for Fiscal Years 2024-2025, 2025-2026, and 2026-2027; and to implement conforming amendments to effectuate these changes and formalize related processes.

Accordingly, the Parties agree as follows:

1. The Parties will forgo collective bargaining for a successor agreement until 2027.
2. Article 25 (“Wages”) is replaced in its entirety with the following:

**Section 1**

- A. Effective October 1, 2024, FOP members will be integrated into a similar pay plan adopted for general employees of the City. The pay plan will be based on the market midpoint with a maximum of 5 steps. Increases between steps will be either 3% or 2.5% percent, depending on where the employee is in the pay range.
- B. Prior to start of Fiscal Year 2024-2025 (no later than September 30, 2024), the City will implement a one-time market adjustment of salaries to address pay compression issues for effected employees. The methodology and criteria for the market adjustments are as follows:
  - Each employee will be provided credit for each continuous year of service in their designated job classification, determined by the job code.
  - Employees with prior law enforcement experience will be credited with up to 5 years of experience.

- Each full year of experience advances the employee 1 step within the pay grade up to the maximum.
  - Corrections experience does not qualify.
  - Employees whose current hourly rate falls between steps and who will not receive an adjustment based on experience will be moved to align with the next step.
- C. By April 15, 2026, the City will complete a pay study based on the employers listed in Section 3.
- If the pay study shows that the median wages of the comparators exceed the median wages of the bargaining unit employees by 6% or more, the City agrees to reopen Article 25 for the limited purpose of negotiating wages for Fiscal Year 2026-2027 in Section 2(C) below.
    - Reopener negotiations shall conclude by May 30, 2026.
    - If the Parties have not formally ratified and approved an amendment by May 30, 2026, the terms described in Section 2 will remain unchanged for Fiscal Year 2026-2027.
    - No other Article or subject of bargaining will be reopened or negotiated.
  - If the pay study shows that the difference between the median wages of the comparators and the median wages of the bargaining unit employees is less than 6%, Article 25 will not be reopened and the wages for Fiscal Year 2026-2027 will remain the same.

## **Section 2**

Effective October 1, 2024, the City and FOP agree to the following minimum baseline increases by fiscal year for wages of employees in the Sergeants bargaining unit for the remaining term of this CBA:

### **A. Fiscal Year 2024–2025**

- 1% Across the Board increase or Me Too based upon non-collective bargaining represented general employees, whichever is greater
- Merit increase of:
  - 3%, up to Step 3, or
  - 2.5%, from Step 3 to max.

### **B. Fiscal Year 2025–2026**

- 1% Across the Board increase or Me Too based upon non-collective bargaining represented general employees, whichever is greater
- Merit increase of:
  - 3%, up to Step 3, or
  - 2.5%, from Step 3 to max.

### **C. Fiscal Year 2026–2027**

- 1% Across the Board increase or Me Too based upon non-collective bargaining represented general employees, whichever is greater

- Merit increase of:
  - 3%, up to Step 3, or
  - 2.5%, from Step 3 to max.

*Note:* Pay ranges are calculated based on a midpoint, but since there are an odd number of steps, the City uses a designated Step to represent the midpoint of the range.

### **Section 3**

For the term of this contract, the parties agree that the following employers are deemed to be comparators for purposes of negotiations of wage rates:

- Clearwater
- Largo
- Haines City
- Hillsborough County Sheriff
- Orlando
- Orange County Sheriff
- Pasco County Sheriff
- Pinellas County Sheriff
- Plant City
- Polk County Sheriff
- St. Petersburg
- Tampa
- Winter Haven

3. In Article 31 (“Term of Agreement”), the first sentence is amended (effective October 1, 2024), as follows:

This Agreement shall become effective upon ratification by the bargaining unit employees and approval by the City Commission and shall terminate on September 30, **2027**.

4. Article 2 (“Entire Agreement”) is amended by inserting the following after the end of the last sentence of Section 3:

**Section 4.** The parties recognize that, during the term of this Agreement, situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. The bargaining representatives designated by the parties are authorized to enter into agreements or understandings for such purposes without needing to be submitted for ratification as required pursuant to Section 447.309, Florida Statutes.

5. Upon ratification and approval, the amended articles, which are attached in their entirety as exhibits to this MOU and reflect the above-stated changes, will be incorporated into the CBA and will supersede the originals.

6. Except as expressly modified by this MOU, all other terms and conditions of the CBA are unchanged and remain in full force and effect.
7. This Memorandum of Understanding will be effective upon approval by the City Commission.
8. The signatures below indicate the Parties' agreement to the terms of the MOU.

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**Florida State Fraternal Order of  
Police, Lakeland Lodge 185**

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**City of Lakeland**

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Date

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Date

## **AMENDED – MOU-24-02-FOP**

### **ARTICLE 2. ENTIRE AGREEMENT**

**Section 1.** This Agreement constitutes the complete and entire agreement between the City and the FOP. The parties acknowledge that during, the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the FOP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter, except as specifically provided in this Agreement.

**Section 2.** Should the City exercise any management right, whether reserved to it by law or by this Agreement, the City shall notify the FOP of its intended action and, upon timely request, will negotiate with the FOP regarding the impact of such action on wages, hours, terms or conditions of employment. In such cases, the City shall not be prohibited from implementing its decision immediately, provided that if the City chooses to implement immediately, any agreements reached regarding the impact of its decision shall be made retroactive to the date of implementation.

**Section 3.** It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein and that this document correctly sets forth the effect of all preliminary negotiations, understandings, and agreements, and supersedes any previous agreements, whether written or verbal. This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed, or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

**Section 4.** The parties recognize that, during the term of this Agreement, situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. The bargaining representatives designated by the parties are authorized to enter into agreements or understandings for such purposes without needing to be submitted for ratification as required pursuant to Section 447.309, Florida Statutes.

## AMENDED – MOU-24-02-FOP

### ARTICLE 25.

### WAGES

#### Section 1

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#### B. Fiscal Year 2025–2026

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- Merit increase of:
  - 3%, up to Step 3, or
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#### C. Fiscal Year 2026–2027

- 1% Across the Board increase or Me Too based upon non-collective bargaining represented general employees, whichever is greater
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**AMENDED – MOU-24-02-FOP**

**ARTICLE 31.**

**TERM OF AGREEMENT**

This Agreement shall become effective upon ratification by the bargaining unit employees and approval by the City Commission and shall terminate on September 30, 2027. Either party hereto may, at least ninety (90) days but no more than one hundred and fifty (150) days prior to the normal close of business on the last day of the contract, notify the other party in writing of its intention and desire to modify the Agreement (other than termination date). Impasse procedures shall only apply to those articles or issues raised by either party which are mandatory subjects of bargaining.