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MEMORANDUM OF UNDERSTANDING

This memorandum of agreement (herein, "Memorandum") has been entered into on May \_\_\_\_, 2010, by and between the City of Tampa (herein, "City") and the Tampa Police Benevolent Association (herein, "PBA"). The Memorandum will not be binding upon the parties unless and until it has been ratified pursuant to the requirements of Chapter 447, Florida Statutes, Part II (2009).

Whereas, the parties hereto are parties to collective bargaining agreements that were due to expire on September 30, 2009; and

Whereas, the parties were unable to negotiate successor collective bargaining agreements, went to impasse, which eventually led the City Council to impose one year agreements upon the parties pursuant to Chapter 447, Florida Statutes; and

Whereas, one result of the contracts imposed by City Council is that certain members of the bargaining units have had their current pay adjusted by a substantial amount; and

Whereas, the PBA believes that such result is wrongful and violative of the rights of such members of the bargaining units; and

Whereas the City disagrees with the PBA on such point but both parties desire to ameliorate the effect of the pay adjustment on the affected members of the bargaining units as set forth below without prejudice to the right of either party to challenge or defend the City's action in an appropriate forum.

Therefore, in consideration of the foregoing recitals which are incorporated herein, the parties agree to the following Memorandum.

1. On December 2, 2009, the City of Tampa, resolved the issue of the wages which were to be paid to members of the bargaining units represented by the PBA for the October 1, 2009-September 30, 2010 contract year (herein, "Contract Year"). The resolution adopted by City Council provided for a specified annualized salary to be paid for that Contract Year to each bargaining unit member.

2. The imposed specified annualized salary results in equalized salary within the pay plan for all members of the bargaining unit regardless of their salary review date.

3. This Memorandum provides applicable employees the option of reducing the per paycheck adjustment amount down to a maximum of \$ 100.00 per bi-weekly payroll period and to continue until the specified annualized salary is reached, without regard to the end of the Contract Year.

4. This Memorandum is entered into without prejudice to the rights of either party to file judicial or administrative suits or complaints or otherwise relating to this resolution of the impasse by the City Council or the issues set forth herein. Neither this Memorandum, nor its making, nor any of its terms will be used by either party as evidence in any such proceeding brought by either party against the other.

5. Nothing herein shall be deemed to waive a claim by anyone affected hereby that such person is entitled to recover the adjustment to their salary as contemplated by the contracts imposed by City Council.