

AGREEMENT

BETWEEN

THE

CITY OF TAMPA

AND

**AMALGAMATED TRANSIT UNION
LOCAL 1464**

**EFFECTIVE OCTOBER 1, 2022
THROUGH SEPTEMBER 30, 2025**

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PREAMBLE/AGREEMENT

This Agreement, made and entered into this 7th day of October, 2022 by and between the City of Tampa, a municipal corporation of the State of Florida, herein referred to as the "City", and Local 1464, Amalgamated Transit Union, A.F.L.-C.I.O.-C.L.C., herein referred to as the "Union", acting as the exclusive bargaining representative for the employees as certified by the Public Employees Relations Commission in its Case No. 8H-RC-763-0135, Certification No. 421. It is the intent and purpose of this Agreement to assure a mutually beneficial working relationship between the parties, hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein full agreements between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms herein provided.

ARTICLE 1
RECOGNITION

1.1 Pursuant to the certification by the Public Employees Relations Commission dated August 2, 1978, the City of Tampa hereby recognizes the Amalgamated Transit Union, A.F.L.-C.I.O.-C.L.C., Local 1464, as the exclusive bargaining representative for the employees in the unit certified in case number 8H-RC-763-0135. The unit specifically covers full and part-time employees whose positions are listed in Appendix I. Excluded are all employees whose positions are confidential, temporary, or seasonal, along with persons employed under any federal, state or local job training or assistance program, game officials, co-op students, police and fire recruits, casual employees, professional/ administrative/ technical employees, supervisory employees, managerial employees, appointed unclassified employees, attorneys, sworn police officers or firefighters, and those employees included in other bargaining units certified under Chapter 447.

1.2 Should the City create new job classifications, which by the nature of the duties of the position, meet the bargaining unit definition, and then that job classification shall be included in the bargaining unit. The City shall notify the Union of the addition of all new job classifications in a timely manner which shall be prior to the posting of the new job classification. This will include a copy of the job description. Receipt of the notification shall be signed by the Union. Should the Union object to the exclusion of the position in the bargaining unit, it is the Union's responsibility to request determination of the bargaining unit status from the Public Employees Relations Commission.

ARTICLE 2
NON-DISCRIMINATION

2.1 The parties specifically agree that all provisions of this Agreement shall be applied in accordance with applicable law to all employees in the bargaining unit without regard to race, color, creed/religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status, military status or any other protected class as defined by federal law. The provisions of this agreement shall be equally applicable to all employees covered herein without regard to membership/non-membership in any labor organization; except that the certified employee organization shall not be required to process grievances or provide services for employees who are not members of the organization.

2.2 It is agreed that no employee shall be required as a condition of employment or promotion within the bargaining unit to join or refrain from joining the Union. Furthermore, it is agreed that neither Union officers or representatives nor the City shall discriminate, interfere, or coerce any employees into joining or not joining the Union.

2.3 Employee allegations of discrimination may be filed through the grievance procedure (Article 6), the Federal Equal Employment Opportunity Commission, the State's Florida Commission on Human Rights, the City of Tampa's Human Resources Department and/or any other procedure provided by law.

2.4 A copy of B1.1, Equal Opportunity, and B1.2, Discriminatory Conduct, Personnel Manual, shall be reprinted in the appendix of this Agreement.

ARTICLE 3
CITY'S MANAGEMENT RIGHTS

3.1 Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time redetermine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to establish and change work schedules and assignments; to transfer, or promote employees; to lay off, furlough, demote, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, discharge, demote or otherwise discipline employees for just cause; to subcontract; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

3.2 If in the sole discretion of the Mayor it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, or public employee strikes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, providing that wage rates and other direct monetary payments shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency.

3.3 The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

ARTICLE 4
UNION REPRESENTATIVES

4.1 The City shall deal with the Union only through its authorized officers and representatives in matters requiring mutual consent or other official action called for by this agreement. However, nothing shall be deemed to prevent an employee from discussing their working conditions with the appropriate City officials at appropriate times.

The Union shall notify the City, in writing, of its duly authorized officers and representatives immediately upon the election or appointment of same.

4.2 The City will distribute an A.T.U. informational flyer to new bargaining unit employees at the orientation session. The content of the flyer will be mutually agreed upon by the City and the A.T.U.

ARTICLE 5
DUES DEDUCTION

5.1 Authorization. The City agrees to deduct monthly dues including initiation fees, and uniform assessments owed by employees to the Union, provided that such deductions are properly authorized by the employee on the official DUES DEDUCTION AUTHORIZATION CARD. Deductions shall be forwarded to the President or Financial Secretary within five (5) days of said deduction. Any deductions for items other than union dues, initiation fees, or uniform assessments must be approved semi-annually by the Director of Human Resources.

5.2 Revocation. Any authorization for dues deduction may be cancelled by the employee upon thirty (30) days written notice to the City and the Union. The City shall not cancel the dues deduction until the notice to the Union has been provided and the Union processes the cancellation to the City. In the event that the Union fails to process to the City a dues cancellation request effective with the next deduction thirty days (30) from the date notice was served, then the Union shall refund the deduction(s) to the employee.

5.3 The Union shall indemnify and hold harmless the City from any and all claims, demands, or expenses in connection therewith based upon the City's participation in dues deductions under this article.

5.4 Any changes in the amount to be deducted for monthly dues shall be implemented after written notification from the Union is received by the City. Said notification shall be provided to the City a minimum of four (4) weeks prior to the first pay date on which the dues increase is to be effective.

5.5 The City shall charge the Union the cost of making said deductions, said cost to be 30¢ per member per deduction but not more than one percent (1%) of the amount deducted. The City will provide a separate list of employees who contribute to COPE.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

6.1 Definition. For the purpose of this Agreement, a grievance is any dispute or difference between the employee and the City involving the meaning, interpretation, or application of the provisions of this Agreement including discipline, or discharge, and working conditions.

6.2 Scope. All grievances shall be submitted in writing referring to the specific article and section of this Agreement upon which the grievance is based and shall include a requested remedy and a concise statement of the facts alleged to support the grievance. The grievance procedure contained herein may be utilized by any bargaining unit employee regardless of membership or non-membership in the Union. Union officers or representatives may file grievances on behalf of employees. Only those grievances filed on the agreed upon Grievance Form may use this grievance procedure. All such grievances shall be processed in accordance with the procedure contained herein and shall be determined by application of the terms of this Agreement, the laws of the United States, the State of Florida and the Charter and Ordinances of the City of Tampa.

6.3.1 Time Limits. The settlement of a grievance at its lowest possible step is encouraged by the City and the Union.

6.3.2 Extensions. The time limits contained herein shall be extended for fifteen (15) working days upon written notification of either party. Any extension greater than fifteen (15) working days requires mutual written consent for reasonable circumstances. If an employee fails to appeal a written grievance to the next step in the procedure within the time limit specified, the grievance shall be considered forfeited, and no further action shall be taken. If the City fails to respond in Step 1, or 2, as hereinafter provided within the specified time limits, the grievance may be moved to the next successive step. However, the grieving employee and/or Union must notify the appropriate party that the time limit has expired. If the City fails to respond within the time limits specified with respect to Step 3, the City will forfeit the grievance; however, such forfeiture shall not be considered as a decision on the merits of the grievance or in any way establish a precedent. Classified

employees shall, in any matter involving suspension or dismissal, have the option of utilizing the Civil Service Appeal procedure or this grievance procedure, but not both.

6.3.3 Working Days - Definition. Working days are defined as those days on which an individual is scheduled and appears for work. They shall not include normal days off, paid leave, or holidays as designated in Article 26.

6.3.4 Exceptions. Upon timely request of the employee or the Union, written grievances involving suspensions, dismissals, city-wide issues affecting all bargaining unit members, class action, inter-departmental or other appropriate issues shall enter the grievance procedure at the second or third step as determined by the Director of Human Resources. Said grievance shall be filed with the immediate supervisor and copies of the grievance form distributed as indicated on the form.

6.4 Grievance Procedure.

STEP 1 - Immediate Supervisor

An employee who feels aggrieved may discuss the problem with the immediate supervisor. A union representative may be present if so requested by the employee. Any employee not satisfied with the results of the discussion may file a written grievance as hereinafter provided. The employee shall present a signed written grievance to the immediate supervisor within twenty-one (21) calendar days after the date of the occurrence or the date on which the employee knew or should have known of the action giving rise to the grievance. The supervisor shall investigate and answer the grievance in writing within fifteen (15) working days after the receipt of the written grievance. The employee, at their option may pick up the grievance response.

STEP 2 - Division Head/Department Director

If the employee is not satisfied with the written response of the immediate supervisor, as specified in Step 1, the grievance shall be presented to the Department Director within fifteen (15) working days after the receipt by the employee of the immediate supervisor's written response. The Department Director may designate departmental division heads or other designees to administer the grievance procedure at Step 2. The Department Director or designee, within fifteen (15) working days after receipt of the grievance appeal, shall meet with the employee and a union

representative, unless such meeting has been waived. After said meeting is held, the Department Director or designee must respond in writing to the grievance within fifteen (15) working days. The employee, at their option, may pick up the grievance response.

STEP 3 - Director of Human Resources

If the employee is not satisfied with the written response of the department director, as specified in Step 2, the grievance shall be presented to the Director of Human Resources within fifteen (15) working days after the department director's written response. The Director of Human Resources, or designee, within fifteen (15) working days after receipt of the written grievance, shall meet with the employee and a union representative, unless such meeting has been waived. After said meeting is held, the Director of Human Resources or designee must respond in writing to the grievance within fifteen (15) working days after said meeting is held.

6.5 Grievance Answers.

Copies of all grievance answers shall be provided to the grievant, the Union President, the Director of Human Resources, and the Department Director and the appropriate union executive board member.

6.6 Arbitration.

6.6.1 Any grievance not resolved in the grievance procedure, after having been fully processed, may be referred to final and binding arbitration. A written demand for arbitration must be made by the employee and/or the Union within twenty-one (21) calendar days after receipt of the Step 3 answer from the Director of Human Resources or designee. Grievances which are filed by employees serving their entrance probationary period cannot be referred to arbitration.

6.6.2 Upon timely notice prior to the scheduling of hearings and when mutually agreed, the consolidating of one or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.

6.6.3 The Union shall request a list of arbitrators within thirty (30) working days. The City and the Union may select the arbitrator from a list of not less than seven (7) names submitted by the Federal

Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of said list. The selection shall be made by alternately striking names and the remaining name shall be the arbitrator.

The party requesting arbitration shall strike the first name. The Union shall provide payment of the FMCS filing fee, however, should the arbitrator rule on behalf of the Union, the City shall pay one-half of the filing fee. In the event that the parties mutually agree, before any striking of names occurs, that the list of arbitrators is unsatisfactory, one additional panel may be requested.

6.6.4 As promptly as can be arranged, the arbitration hearing shall be held. The Arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of specific articles of this Agreement and shall have no power to delete from, add to, change, or otherwise modify or alter this Agreement or any part thereof.

6.6.5 The parties shall jointly share the expenses of the hearing and the fees of the arbitrator.

6.6.6 The Union shall be authorized to designate the usage of Union Leave With Pay for witnesses attending the arbitration hearing. A maximum of 10.0 hours per arbitration hearing shall be available for this purpose at the discretion of the Union and shall be in addition to the union leave provided in Article 9.3. The Union shall determine the allocation of the 10.0 hours to the applicable employees and notify the applicable Employee Relations Specialist so that the employees' timecards are completed accurately.

ARTICLE 7
DISCIPLINARY ACTION

7.1 Purpose. The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community.

To this end, the City and the Union encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective municipal management. The parties recognize the need for progressive and appropriate disciplinary action when an employee's conduct and job performance are inconsistent with said goals. Generally, employee misconduct should be dealt with according to the seriousness of the offense but not necessarily progressive. Exceptions to this progressive system may be made in cases of major misconduct and according to the seriousness of the offense. Written notice of the charges and disciplinary action shall be given to the employee.

It is agreed that the City shall consider the employee's assigned daily work schedule when determining the duration of a suspension. It is understood that eight hours is considered as one workday. Thus, an employee who is assigned 10 hours a day and receives a one day suspension, will be suspended for only eight hours.

7.2 No employee shall be disciplined except for just cause. Written reprimands and notices of misconduct shall not be placed in the employee's personnel files before the employee has been informed of such action. The employee shall date and sign all written reprimands and notices of misconduct; however, the signature does not imply agreement. If the employee refuses to sign a written reprimand or notice of misconduct, this action shall be noted on the document.

7.3 When administering disciplinary action, written reprimands and notices of minor misconduct shall not be considered if the employee has had no disciplinary actions against him/her within the past twelve (12) months. Written reprimands and documentation of minor misconduct, including reprimands documenting Absences Without Leave ("AWL"), shall be indicated as void in the employee's personnel file, after a twelve (12) month period has elapsed without any documented

infractions. Suspensions and terminations shall not be removed from the employee's personnel file.

Any suspension over a period of two years shall not be included in the current notice of discipline. This is contingent upon no disciplinary action in the previous two years.

For patterns of repeated unacceptable behavior, the progression of discipline may be accelerated, notwithstanding the expiration of previous discipline addressing that behavior.

Nothing herein will be construed as a limitation on the right of the City in imposing discipline based on repeated or reoccurring conduct or behavior, even if the conduct or behavior was the subject of any discipline which has expired as a result of this section.

7.4 Absence Without Leave. Absence Without Leave ("AWL") shall indicate that an absence is unauthorized and without pay. An absence without leave is only to be administered as part of an overall progressive/corrective disciplinary process. An employee who is absent without leave ("AWL") for three (3) consecutive days may be considered as "resigned without notice".

7.5 Disciplinary actions covered by this article are subject to the grievance procedures. The discipline may include but is not limited to the following:

- (a) Oral Admonishment
- (b) Letter of Counseling
- (c) Written Reprimand
- (d) Suspension – At the discretion of the department director, the employee may work all or a portion of the suspension period with forfeiture of the equivalent time through accumulated annual leave in lieu of suspension.
- (e) Demotion
- (f) Dismissal
- (g) Payment for lost or damaged equipment due to negligence up to a maximum of \$350.00. Such payment shall be made through payroll deductions not to exceed two hours pay per payroll period. The employee may be assessed up to \$350.00 in lieu of a suspension.

7.6 Any employee who is scheduled to be dismissed from the City of Tampa because of an arrest by any law enforcement agency, shall be placed on a personal leave of absence for a maximum of 90 days. Additional extensions may be requested and provided at the discretion of the Director of Human Resources in accordance with the policy on Personal Leave of Absences, not to exceed 120 days. At the expiration of the personal leave of absence, the employee will be terminated unless acquitted after a trial on the merits, a decision of Nolle Prose, (the term nolle prose is used in reference to a formal entry upon the record made by a plaintiff in a civil lawsuit or a prosecutor in a criminal action in which that individual declares that he or she wishes to discontinue the action as to certain defendants, certain issues, or altogether) or all charges are dismissed by the State Attorney's Office

If this criminal matter is resolved as specified above, the employee shall notify the Director of Human Resources in writing and request reinstatement within ten (10) working days following the determination of acquittal and shall include proof of the acquittal. Reinstatement will be to a comparable position in the City of Tampa.

7.7 An employee who is not incarcerated may request to use accumulated annual leave. An employee who is summarily suspended may request to use accumulated annual leave.

7.8 A copy of B28.1 (Discipline Administration) and B28.2 (Discipline Administration – Cause for Dismissal), Personnel Manual, shall be reprinted in the appendix of this Agreement. Said policy shall provide three working days advance notice to an employee of a pre-disciplinary hearing and to require the employee to sign receipt of the notice of the hearing. A copy of the notice shall be sent to the union by Employee Relations upon signature receipt of the employee.

7.9 The Notice of Disciplinary Action shall be presented to the employee within 120 days of the date the supervisor knew or received notice of the action giving rise to the discipline.

7.10 In any matter where an employee is required to submit a written statement justifying or explaining their actions in a particular situation, the employee, upon their request, shall be granted forty-eight (48) hours to submit such a statement.

7.11 No employee shall be the subject of a Police Internal Affairs investigation, unless they are alleged to have been involved in a criminal act. It is understood that when, as part of or in connection with an investigation involving any employee, that interviews of sworn police officers are needed, then the Police Internal Affairs process may be activated for only the related sworn officer interviews.

ARTICLE 8
NO STRIKE

8.1 The Union agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slowdown, picketing or work stoppage likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union or its affiliates.

8.2 Should the Union breach this Article, the City may proceed to the appropriate court and, without notice, obtain an injunction against such breach; that the City may recover from the Union or its successor interest, such damages as may be incurred, together with punitive damages and attorney's fees; and that the City may take any other action authorized or required by law.

8.3 Should any employee participate in a breach of this article; they shall be subject to immediate disciplinary action up to and including dismissal. Re-employment of such individuals shall be consistent with Florida Statute, Chapter 447.

8.4 The question of whether this Article has been breached shall be subject to the grievance procedure contained herein.

ARTICLE 9
UNION BUSINESS

9.1 Employee Representation. The City agrees that employees will be afforded the right to have a union representative present at any investigatory interview when the employee reasonably believes that such an interview might result in disciplinary action. It will be the employee's responsibility to notify the union if representation is desired.

9.2 Neither union representatives nor unit employees shall leave their posts or workstation for the purpose of investigating, presenting, handling or settling grievances during their assigned working hours unless union leave has been approved pursuant to 9.3 or other appropriate leave has been authorized in advance. Union representatives shall not contact or be contacted by any employee concerning grievance matters or union business during the working hours of the employee or the union representative without the express prior permission of the supervisors of the employees involved. Such permission shall not be unreasonably or capriciously denied. When a grievance hearing is scheduled during the grievant' s working hours, the grievant shall be allowed to attend the hearing without utilizing union leave, however, nothing contained herein shall obligate the City to compensate a grievant for attendance of their grievance hearing when scheduled during the grievant' s non-working hours.

9.3 Union Leave With Pay. Union representatives shall have the right to request time off for the purpose of conducting Union business, including attending conventions, meetings, grievance hearings, contract negotiations, and City Council meetings regarding the resolution of collective bargaining impasse procedures, and other authorized Union business provided that the efficiency of the City operations shall not be interfered with. Union leave must be used for conducting union business related to City of Tampa labor relations matters and shall not be granted for lobbying or any other political activity. The employee will endeavor to submit all union leave requests to the employee's immediate supervisor at least twenty-four (24) hours in advance. Approval of union time requires authorization at least twenty-four hours in advance by the Union President and the Director of Human Resources or their designees. No reasonable request will be denied. In an emergency situation, leave may be authorized verbally by the Director of Human Resources. Union

leave shall not be considered approved unless final authorization has been granted by the Director of Human Resources. The failure of the employee and/or the Union to properly request union leave shall result in denial of the leave. Union leave is to be requested only for the employee's assigned work hours. There shall be no leave granted for time periods that the employee is not scheduled for City work. The maximum aggregate number of paid hours shall be four thousand one hundred sixty (4160) hours during the fiscal year. In FY2023, an additional 160 hours will be added to this balance. As long as this balance is used in its entirety in FY2023, an additional 160 hours will be added for FY2024. As long as this balance is used in its entirety in FY2024, an additional 160 hours will be added for FY2025. If the additional 160 hours are not used in the designated years, 160 hours will not be added to the bank for the following fiscal year. In a fiscal year, which includes negotiation for a successor union contract or wage reopener an additional 300 hours shall be added to union leave for the purposes of contract negotiations.

In the event that the Union does not use the entire number of hours provided by this Article in any one fiscal year, then it may carry the unused portion of those hours over to the following fiscal year. The official balance of union time shall be determined by the Director of Human Resources. The Union agrees to properly notify the City of the names of all eligible Union officers and representatives. Union leave shall be treated as all other approved leaves. Union leave, when utilized by union elected officers shall count as hours worked for the purpose of calculating overtime but shall not be considered as premium hours for the purpose of payment of shift premium incentive pay.

9.4 Union Leave of Absence Without Pay. The City agrees to authorize an unpaid leave of absence for Union business. Such leave shall be granted unless the Director of Human Resources determines it will be harmful to the interests of the City. A leave of absence may be granted for a period of six (6) continuous calendar months and may be extended with permission of the Director of Human Resources for one additional period of six (6) months or less.

All employee benefits will cease during the Union leave of absence. Health and life insurance may be continued at the employee's expense. The length of the leave of absence shall not constitute a

break in service but it shall not be credited towards continuous service for the purpose of calculating longevity award or anniversary dates.

No position held by an employee who is on a Union leave of absence may be filled on a permanent basis; however, the position may be filled on a limited term basis.

9.5 Union President. Effective with the ratification date of this agreement, the employee serving as Union President will be given a 10% pay increase. This increase will be given for the duration of the time period while the employee serves as Union President and will discontinue when the employee ceases to act in the capacity of Union President. This pay increase will be in addition to all negotiated and merit increases provided to all bargaining unit employees as outlined in the collective bargaining agreement. The outgoing Union President will then be returned to the appropriate rate of pay for their current position, taking into consideration all negotiated and merit increases occurring during the time served as Union President.

ARTICLE 10
ANNUAL LEAVE

10.1 Eligibility. Employees who are assigned to full time positions shall accrue annual leave for hours worked on the basis of 3.8 hours per bi-weekly payroll period. An employee's supervisor may authorize an employee to use accrued annual leave for any purpose as long as it has no direct conflict with employment. Annual leave may not be used by a candidate for public office or to cover tardiness. During the first six months of employment, the employee shall not be authorized the use of annual leave. An employee shall be granted at least 15 days of annual leave during any year, if properly requested. Annual leave must be requested on the appropriate form in advance and is not authorized without the express approval of the supervisor. Verbal approval by the supervisor is sufficient for emergencies. Properly submitted requests for annual leave shall not be unreasonably denied. Annual leave is accrued on the date it appears in the employee's paycheck leave balance. There shall be no advancement or borrowing of any type of leave.

Absence without pay ("AWP" time) shall not be authorized when an employee has accrued annual leave.

10.2 Bonus Leave Accrual. Bonus hours will be credited annually to the bargaining unit employee's annual leave account for each five (5) years of continuous service according to the following schedule:

<u>For Service of At Least</u>	<u>But Less Than</u>	<u>Bonus Hours</u>
5 years	10 years	16
10 years	15 years	24
15 years	20 years	48
20 years	25 years	56
25 years	30 years	72
30 years	35 years	80
35 years	40 years	88
40 years	45 years	96
45 years	50 years	104

Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or termination. The length of a leave of absence (except a Workers' Compensation Leave of Absence), suspension, or layoff in excess of 30 calendar days shall not be credited towards continuous service for the purpose of calculating annual leave bonus days. Continuous service is not adjusted due to absences while on Workers' Compensation.

Crediting of bonus hours shall occur on the first day of the employee's payroll cycle at the beginning of the calendar year.

10.3 Maximum Accumulation. A total of 240 hours of annual leave is the maximum that may be carried past the end of the calendar year. Any accumulation greater than the 240 hours maximum shall be transferred to the sick leave account at the end of the calendar year. This transfer will occur on the last day of the employee's last payroll cycle of the calendar year.

10.4 Partial Accumulation. In the event of a new hire or termination, partial annual leave shall accrue according to the first or last day the employee actually worked or was on paid leave.

10.5 Disqualification. Any time during which an employee is on any type of leave without pay (i.e., suspensions, leave of absence, unpaid military leave, absence without pay, or absence without leave) shall not be credited towards the calculation of annual leave accrual for the payroll period.

10.6 Payment of Unused Annual Leave. Upon termination, a bargaining unit employee will be paid a lump sum for unused annual leave up to and not exceeding 320 hours at the rate of pay as of the date of termination. Except when an employee has less than six months of continuous service with the City; or fails to give 14 calendar days' notice prior to termination in which case the employee shall have 8 hours of annual leave deducted for each calendar day short of 14 days.

ARTICLE 11
SICK LEAVE

11.1 Purpose. The City of Tampa grants sick leave to eligible employees to provide continued income during employee illnesses.

11.2 Leave Accrual. Employees who are assigned to full time positions shall accrue sick leave for hours worked on the basis of 3.8 hours per bi-weekly payroll period.

11.3 Partial Accumulation. In the event of a new hire or termination, partial sick leave shall accrue according to the first or last day the employee actually worked or was on paid leave.

11.4 Unlimited Accumulation. There is no maximum amount of sick leave which an employee may accumulate.

11.5 Disqualification. Any time during which an employee is on any type of leave without pay (i.e., suspensions, leave of absence, unpaid military leave, absence without pay or absence without leave) shall not be credited towards calculation of sick leave accrual for the payroll period.

11.6 When Sick Leave is Permissible. Sick leave shall be allowed in cases of actual sickness or disability of the employee, including necessary appointments with physicians, dentists, or professional health care providers. An employee may be granted a maximum of forty (40) hours use of sick leave per calendar year in order to provide care for an ill child, spouse, other legal dependent, parent or family member, or any other member of the employee's immediate household. However, an employee with an absence approved in compliance with the provisions of the Family Medical Leave Act (FMLA), may utilize their available sick leave balance (beyond the limitations of the 40 hours provided in this section) for the duration of the FMLA approved absence (a maximum of 12 weeks).

A. Certification by Physician, "Show Cause". The supervisor shall require acceptable medical substantiation before authorizing sick leave, if the amount of sick leave requested exceeds three (3) days; or, if the supervisor feels the employee is abusing the use of sick leave. Additionally, acceptable medical substantiation before authorizing sick leave shall be required for an employee who uses 100 or more hours of sick leave (excluding those sick leave hours used for FMLA and/or a medical leave of absence) within his or her evaluation period (one year) or at any time that the employee's sick leave balance falls below 40 hours (excluding those sick leave hours used for FMLA and/or a medical leave of absence). Employees with less than one year of completed service may be required to provide acceptable medical substantiation for any absence and will not be subject to the above hours requirements. Employees who are absent and that absence is related to current approved FMLA paperwork may not be required to submit additional documentation unless the current illness is unrelated to the current approved FMLA paperwork.

B. To use leave time for scheduled medical or dental appointments, those appointments made must be reported to the employee's supervisor as soon as practicable or leave time for those appointments may be denied.

C. Acceptable medical substantiation shall be required in the case of a concerted use of sick leave (i.e., a predetermined day that a group of employees request sick leave). An employee may be authorized the use of sick leave as soon as it is accrued on the date it appears on the employee's paycheck leave balance statement.

D. Acceptable medical substantiation as used in this section requires legitimate written notice from a licensed physician or other health care professional confirming the medical appointment and/or medical care to include the date and time of the appointment and the requirement and duration to be off work due to illness or injury. In accordance with the Family Medical Leave Act (FMLA), a diagnosis is required when the leave is a qualifying FMLA event.

E. An employee who has been authorized the use of sick leave shall not later receive a negative comment concerning their attendance on the performance evaluation unless the employee had

previously been notified of lacking acceptable medical substantiation, not adhering to procedures, placed on show cause, or otherwise abusing sick leave.

The City will continue to require medical substantiation when any employee utilizes sick leave contiguous with separation from employment.

11.6.1 Personal Use. Employees with ten or more years of continuous service may be granted a maximum of 16 hours of accrued sick leave per calendar year for personal (non-illness) purposes. Employees with twenty or more years of continuous service may be granted a maximum of 24 hours of accrued sick leave per calendar year for personal (non-illness) purposes. This time may not be utilized contiguous to the employee's separation from employment.

11.7 Request for Leave. The employee must call their immediate supervisor to request sick leave within 30 minutes of the start of the work shift, unless the department has established a written departmental policy which requires the employee to call prior to the employee's workday. In the case of an emergency, the supervisor may waive this requirement.

11.8 Illness During Authorized Annual Leave. An employee while on authorized annual leave may request that the annual leave be changed to sick leave when circumstances change, and the employee would have been otherwise authorized for use of sick leave per 11.6.

11.9 When Sick Leave is Exhausted. When an employee exhausts their sick leave, there shall be no advancement or borrowing of any type of leave. The employee may be authorized to use annual leave, absence without pay, and/or a medical leave of absence as provided in this Agreement. Employees shall be eligible for use of the sick leave bank in accordance with authorization of the Director of Human Resources.

11.10 Unused Sick Leave - Pay Off. Employees granted a longevity, deferred, or disability retirement from the General Employee's Pension Plan and who have ten years of continuous service with the City shall receive a lump sum payment equal to one-half of the employee's accumulated sick leave at the rate of pay as of the date of separation. Upon the death of an employee, their legal heirs shall receive a lump sum payment equal to 75% of the employee's

accumulated sick leave at the employee's last rate of pay. An employee who is dismissed from the City and subsequently obtains any type of retirement is not eligible for this provision. The City will continue to require medical substantiation when any employee utilizes sick leave contiguous with separation of employment.

11.11 The City will continue to comply with the Family Medical Leave Act and in most cases exceeds its requirements (see B11.3 of the Personnel Manual).

ARTICLE 12
ABSENCE WITHOUT PAY

12.1 Absence Without Pay ("AWP") is an authorized absence for any part of the workday which is approved in writing. An Absence Without Pay is only to be administered on an emergency basis. It may not be used to cover repeated tardiness.

12.2 In the event that an employee has exhausted annual and/or sick leave balances, the supervisor may authorize an Absence Without Pay. A supervisor shall not authorize more than 16 hours of Absence Without Pay in a payroll calendar year. Additional Absences Without Pay may be authorized at the discretion of the department director, however, no employee shall be authorized more than eighty (80) hours of Absence Without Pay in a payroll calendar year. Additional absences without pay for extraordinary circumstances may be authorized by the Department Director provided that continuous periods of eighty (80) or more hours of absence shall require the applicable leave of absence status per Article 13. The "payroll calendar year" is the period of time from the first day of the employee's first payroll cycle of the calendar year through the last day of the employee's last payroll cycle of the calendar year.

ARTICLE 13
LEAVE OF ABSENCE WITHOUT PAY

13.1 Definitions and Eligibility. A personal or medical leave of absence without pay may be granted to employees who have completed at least one year of continuous service and are assigned at least 40 hours of work per week. A leave of absence is a privilege the City may grant employees, not a right to which they are entitled. A personal leave of absence without pay may be granted to an employee for other approved reasons (for example, family illness, paternity, adoption). A medical leave of absence without pay may be granted to an employee for medical reasons as certified by a physician. A medical leave of absence request must include a physician's certification of illness or maternity and an expected return to work date. Medical leave shall be granted only after all sick leave benefits in excess of 40 hours have been exhausted. Medical leaves of absence for maternity reasons will be considered for only the period of actual employee disability as certified by a licensed physician. Employees may request a personal leave of absence, to commence upon the expiration of a medical leave of absence for maternity reasons, for the purpose of extended care of the infant.

13.2 Authorization. Prior to reinstatement from a medical leave of absence without pay, the City shall require acceptable medical authorization to return to work. Such authorization must be acceptable to the Director of Human Resources. A personal or medical leave of absence may be granted for a specific period greater than eighty (80) hours but not in excess of six (6) continuous calendar months. The Department Director may grant extension periods to each leave of absence up to an additional six (6) continuous calendar months, with the approval of the Director of Human Resources, for a maximum total of twelve continuous calendar months. A period of up to eighty (80) hours may be granted as excused Leave Without Pay ("AWP") at the discretion of the department director as provided in Article 12.

13.3 Benefits. All employee benefits, except as otherwise provided herein, shall cease during a personal leave of absence. Health and life insurance can be continued at the

employee's expense. In the event that an employee is granted a medical leave of absence, the employee shall continue to receive the same health and life insurance benefits as when the employee was active for a maximum of six (6) months. The total cost of this insurance shall become the expense of the employee if an extension to a leave of absence is granted. Failure of the employee to remit said costs to the City shall result in cancellation of insurance and the employee will be subject to any re-enrollment procedures required by the City's group insurance policies. Employees who are enrolled in dental and/or other optional insurance policies are responsible for contacting the applicable company to arrange for direct payments to continue coverage. Failure to make payments will result in the company canceling coverage. The length of any leave of absence (except for a Workers' Compensation Leave of Absence) in excess of thirty (30) consecutive calendar days shall not be credited towards continuous service for the purpose of calculating longevity awards, annual leave bonus days, salary review dates or seniority.

13.4 Reinstatement of Position. Upon the expiration of an approved leave of absence, the employee shall be reinstated to the position occupied at the time the leave was granted, or to a similar position in the same class at the same pay. Seniority, except as otherwise provided in this Agreement, rate of pay, and other benefits shall commence upon return to work. No position held by an employee who is on an approved leave of absence may be filled on a permanent basis; however, the position may be filled on a limited term basis.

13.5 Termination of Leave. The failure of an employee to report promptly to duty at the expiration of the leave of absence shall be just cause for termination of the employment. An employee shall be subject to immediate termination if the employee accepts other employment during the approved leave of absence.

13.6.1 Workers' Compensation Leave of Absence. A Workers' Compensation Leave of Absence is provided to an employee who, after having reached maximum medical improvement or after six (6) months of temporary total disability has not been able to perform the duties of their position; and who is otherwise eligible as specified herein. The workers' compensation leave of absence enables the employee to continue to recuperate and/or seek a position for which the employee is physically capable.

13.6.2 Definitions. Maximum Medical Improvement - the date after which recovery or lasting improvement can no longer reasonably be anticipated. Only the examining physician is authorized to determine a maximum medical improvement date.

Temporary Total Disability - The recuperative period of time during which an individual is not able to perform duties at full capacity. Only the examining physician is authorized to determine the temporary total disability recovery date.

13.6.3 Eligibility. All employees, regardless of length of service, are eligible for a workers' compensation leave of absence. The decision to place an employee on this leave is at the discretion of the department director with the concurrence of the Director of Human Resources. This action does not require a request from the employee.

13.6.4 Benefits. Length and benefits shall be in accordance with medical leave of absence policies in 13.2 and 13.3. The position held by an employee on this leave may be filled on a temporary or permanent basis as determined by the Director of Human Resources.

13.6.5 Reinstatement. Any reinstatement shall require medical substantiation by the examining physician. If the employee's physical condition is such that the employee is able to perform the job, the employee will be reinstated to the position occupied at the time the leave was granted or to a similar class and at the same rate of pay. Reinstatement to any other position must take place through the application, certification, and selection process. All benefits shall commence again when an employee is reinstated to a former or new position.

13.6.6 Termination of Leave. At the expiration of the workers' compensation leave of absence, an employee will be terminated unless the employee is physically able to and has returned to the former position or been employed in a new position; or has chosen to voluntarily resign or seek retirement. An employee shall be subject to immediate termination if the employee accepts other non-City employment without notification to the City and/or contrary to wage loss provisions of the Workers' Compensation Act during the approved leave of absence.

ARTICLE 14
FUNERAL AND BEREAVEMENT LEAVE

14.1 Funeral leave as provided herein is expressly for periods of bereavement and/or attending the funeral of a family member or relative.

14.2 Death In the Immediate Family.

- A. The immediate family is defined as spouse, son, daughter, brother, sister, father, mother, father-in-law, mother-in-law, grandson, granddaughter, grandparents, or any other member of the employee's immediate household. For domestic partnerships, this shall include the equivalent immediate family as listed herein.
- B. In the event of a death among an employee's immediate family, the employee may be authorized a maximum of three (3) days of paid funeral leave. This leave is not deducted from the employee's accumulated sick or annual leave.
- C. Based on individual circumstances, the employee may request, and the department head may extend funeral leave to five (5) days. The two (2) extra days are to be deducted from the employee's sick or annual leave at the employee's discretion.

14.3 Death of a Relative.

- A. A relative is defined as aunt, uncle, brother-in-law, sister-in-law, nephew or niece. For domestic partnerships, this shall include the equivalent relative as listed herein.
- B. In the event of a death of a relative, the employee may be authorized a maximum of two (2) days of paid funeral leave. This leave is not to be deducted from his or her accumulated sick or annual leave.
- C. Based on individual circumstances, the employee may request, and the department head may extend the funeral leave to four (4) days. The two (2) extra days are to be deducted from the employee's sick or annual leave at the employee's discretion.

14.4 With the authorization of the Director of Human Resources, employees may be granted the use of sick leave to attend the funeral of family members not otherwise covered by this Article.

ARTICLE 15
JURY DUTY/COURT ATTENDANCE

15.1 Applicable Court Attendance. Any employee who is subpoenaed by a government unit to either serve as a juror or as a witness on behalf and at the request of a government jurisdiction (whether in court or through a sworn deposition) will receive full pay for the hours during which the employee is in attendance in such activities during the employee's regularly scheduled work hours.

- A. A governmental unit is defined as an agency or office of Federal, state, or municipal government.
- B. This policy does not apply when the employee is subpoenaed in the following instances:
 - 1) When an employee is a defendant or plaintiff in a civil suit or criminal case;
 - 2) When an employee is subpoenaed by a defendant's attorney in a criminal case;
 - 3) When an employee is subpoenaed by any party in a civil action in which a government is not a party;
 - 4) When an employee is subpoenaed by the non-government party in a civil action in which a government is a party.

15.2 Prior Notification. The employee will notify his or her immediate supervisor as far in advance as possible of the impending jury duty or court attendance so that work schedules can be adjusted.

15.3 Submission of Proof. The immediate supervisor may request that the employee present proof of the subpoena and attendance in court before authorizing payment for this leave.

15.4 Adjustment of Shift. Any employee working other than the normal day shift will have his or her shift changed to coincide with the hours of jury duty or court attendance, provided however, that if an employee normally receives shift premium and is rescheduled for a court attendance, they will continue to receive the same shift premium.

15.5 Portions of the Workday. An employee who attends jury duty or court for only a portion of a regular workday will report to his or her supervisor when excused or released from the court if four or more hours remain of their regular work day.

15.6 Fees. The employee may retain all fees for jury duty, court attendance, or making a sworn deposition. Employees are prohibited from accepting "expert witness" fees for testimony related to their employment field. "Expert witness" fees shall be turned over to the City of Tampa treasurer's office.

15.7 Off-Duty Court Time. Employees who are required by the City to present court testimony related to their employment during their non-duty hours shall be paid a minimum of three and one-half (3.5) hours for the first off duty court appearance of each calendar day in addition to the normal witness fee. Such off-duty appearance shall be counted as hours worked.

ARTICLE 16
MILITARY LEAVE

16.1 Annual Military Leave. Annual military leave due to the request of the armed forces to fulfill regular military duties, field training, and/or emergency military obligations, shall be granted according to state and Federal regulations. Currently leave is not to exceed 240 hours per calendar year.

- (1) All employee benefits, including pay, shall continue at the same rate during annual military leave.
- (2) Upon return from annual military leave, the employee shall return to the same position held prior to taking leave. An employee with temporary status shall be allowed to return to the position held prior to military leave, provided the position has not been eliminated during the leave.

16.2 Military Leave of Absence. A Military Leave of Absence shall be granted according to state and Federal regulations. The employee has the option to use all accumulated annual leave prior to the military leave of absence. Any sick leave accumulated prior to the military leave of absence shall remain available to the employee upon reinstatement.

ARTICLE 17
SENIORITY

17.1 Definition. Seniority is hereby defined as continuous length of service with the City of Tampa and/or within each operating department as follows:

- A. Total City seniority is total length of continuous service within the employment of the City of Tampa.
- B. Departmental seniority is total length of continuous service within an employee's current operating department.
- C. Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, or quitting without notice. Time spent greater than 30 calendar days on layoff or leave of absence (except for a Workers' Compensation Leave of Absence) shall not be considered a break in service or suspension but will not be credited in the calculation of seniority dates. Seniority dates are not adjusted due to absences while on Workers' Compensation.

17.2 Vacation and Annual Leave Selection. Departmental seniority shall be used to determine vacation selection of employees within work units consistent with the efficient operations of said unit. If employees in the same work unit have the same departmental seniority date, City seniority shall be used. When two or more employees within a work unit present a request for the same or overlapping dates for annual leave for less than one week and management determines that not all requests can be granted due to staffing needs, the employee that requested approval first shall be granted the annual leave consistent with the efficient operation of said unit. For purposes of this article (vacation selection), work units shall be defined by the department as logical groupings of employees for which staffing needs and the granting of vacations need to be balanced. Departments shall inform employees of their work unit as applicable. In order to exercise seniority, an employee must select their vacation schedule on or before April 1st of the year in which the vacation is to be taken. However, should a department choose an earlier calendar year date for balancing work and staffing needs, the earlier date for vacation selection will prevail.

17.3 Lay Off. Total City seniority shall determine department layoffs pursuant to Lay Off - Recall Article 18.

17.4 Job Assignments. Whereas management has the responsibility for efficient distribution of experience and special qualifications, job assignments are the domain of management. However, unless there are overriding factors, seniority and qualifications shall be factors in making specific job assignments within the various job classifications within departmental divisions, and seniority shall be considered as otherwise expressly provided by this Agreement. While management reserves the right and responsibility to assign personnel depending on the needs of the operations, management also recognizes that when all else is equal, personnel shall have the opportunity to work a shift conducive to their specific situation. Accordingly, seniority shall be considered and given preference when possible, in the determination of the assignment of work schedules (including normal days off) and shift assignments.

17.5 Rosters. Within each work unit, there shall be posted a seniority list of bargaining unit employees. The list shall contain the names in rank of seniority, the date of hire, department, and total City seniority dates for all unit employees. The list shall be kept up-to-date and a copy of said list shall be furnished to the Union President at least semi-annually by January 31 and July 31.

ARTICLE 18
LAY OFF AND RECALL

18.1 Definition. A lay off is a reduction in the number of employees within any department due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employee. The City will lay off employees in reverse order of their seniority, as hereinafter provided.

18.2 Order Of Lay Off. Once the City has determined that selected positions shall be eliminated in a department, the City will lay off employees in said classification using their total City seniority. If one or more employees have the same amount of seniority, the City shall use Affirmative Action goals and requirements, quality of performance, and disciplinary records to break such ties. The seniority accumulated for time worked on a part-time basis shall be equal to one-half of the time spent in the part-time status, i.e., one year equals six months. An employee affected will first be given the opportunity to apply the employee's seniority into a lower classification in the department, provided the employee held regular status in the lower classification and can do the work, to keep from being laid off. Example: An Office Support Specialist III may accept a voluntary demotion to Office Support Specialist II provided that the employee has more total City seniority and previously held regular status as a Office Support Specialist II in the department and can perform the work of a Office Support Specialist II.

18.3 Notification. The City shall attempt to provide employees being laid off with as much notice as practicable in order to encourage and assist employees to apply for other positions prior to lay off. Written notice of lay off shall be given at least twenty-one (21) calendar days in advance of such layoffs. The Union President shall be furnished a copy of such notice.

18.4 Unemployment. Employees laid off shall receive unemployment benefits according to applicable State of Florida regulations.

18.5 Re-Employment. Employees shall be recalled from lay-off provided that they are presently qualified to perform the work in the job classification to which they are recalled as provided by this

article. The City will counsel employees as to the skills required to qualify for recall in vacant positions.

18.5.1 Same Class of Work. Employees who are laid off, unless they otherwise indicate, shall be automatically recorded on the preferential list in reverse order (most senior first to be listed) for reemployment in the first position available in the classification within the Department which they occupied at the time of lay-off. No new employee shall be hired in that classification within the Department until the employee on layoff in the Department has been given an opportunity to return to that classification in the Department per Article 18.9. Said laid off employees will receive preferential consideration for openings in that classification in other Departments.

18.5.2 Abolition of A Class of Work. Persons laid off from a class of work which has been abolished shall receive preferential reemployment to those classes of equivalent or lower status within their Department for which they qualify. Preferential consideration will be given for equivalent or lower positions outside their department for which they qualify. The City may, at its sole discretion, place employees who have been laid off due to abolition of a class of work in temporary vacant positions in an effort to provide training and experience along with continued employment while the employee seeks other City positions.

18.5.3 Other Classes of Work. If a laid-off employee qualifies for positions equivalent to or of lower status than the classification occupied at the time of lay-off, it is necessary for the person to complete and submit employment applications in order to be considered. If the City determines that the person is qualified for those classifications, the person will be placed on the eligibility list for those classifications.

18.6 Employment Status. An individual who has been laid off shall not be considered as having completely terminated from the City's employment so long as the individual remains on a preferential reemployment list. However, when an individual's name is removed from the preferential list because he or she rejects an offer of reemployment with the City or requests that his or her name be removed from the lists because of no interest in reemployment or otherwise

removed due to death or disability, the removal of the name from the lists shall constitute complete termination from employment.

18.7 Benefit Status. During the period during which an employee is laid-off and remains on preferential re-employment list the employee shall not receive termination payments (i.e., annual leave, sick leave, pension, longevity). All benefits shall cease during the lay off period. Health and life insurance may be continued at the employee's expense.

18.8 Retirement or Resignations. Individuals who are identified for lay-off who are eligible and choose to retire or take a deferred retirement shall not be placed on preferential reemployment lists. Employees who retire or resign will be treated as in normal policies.

18.9 Recall Notice. The City shall notify employees to be recalled by certified United States mail return receipt requested. All employees on lay off shall have the obligation of providing the City with their correct mailing address. A recalled employee shall immediately inform the City of his or her intent to accept or reject the recall order. An individual's name shall be removed from all preferential lists when: the employee fails to respond within fourteen (14) calendar days after the City's transmittal of the notice of recall; the employee notifies the City of acceptance of recall but fails to report at the specified time; the employee accepts or rejects any employment with the City; and/or the employee has been on lay off for a period of one year.

18.10 Recall Status. For purposes of benefits, a person rehired from a preferential reemployment list shall not suffer a break in service. However, the time spent on lay-off in excess of 30 calendar days shall not be credited towards continuous service for the purposes of calculating longevity awards, annual leave bonus days, salary review dates or seniority in the calculation of benefits. Employees rehired in different departments or different classifications within the same department must serve a probationary period.

ARTICLE 19
PROMOTIONAL VACANCY

19.1 The City shall continue the practice of filling promotional vacancies with certified eligibles in a manner consistent with affirmative action goals and requirements, seniority, quality of performance (including performance evaluations, attendance, and appropriate disciplinary records), examination, and other principles of a merit system of personnel selection and appointment. The selection of persons to fill vacant positions shall continue to be at the sole discretion of the City.

The City will continue the practice with respect to any employee in a bargaining unit position covered by this contract who is promoted to another bargaining position shall serve a promotional probationary period of six (6) months. During the promotional probationary period, the employee may be removed from the promoted position and returned to the previous position with cause. An employee serving a promotional probationary period shall have access to the grievance procedure with regard to the City's decision to remove the employee from the position which the promotion occurred. Grievances which are filed by employees serving their promotional probationary period cannot be referred to arbitration or the Civil Service Board. The action of the City in returning an employee serving a promotional probationary period to the previous position shall not be considered disciplinary action.

All of the above factors being equal, promotions shall be based on seniority.

Employees not selected for promotions will be provided career development counseling, and/or training by the Department of Human Resources.

19.2 Promotional opportunities and vacancies shall continue to be posted on the City's website. However, employees are reminded that issuance of a formal employment opportunity notice does not occur each time a vacancy occurs, particularly when current adequate eligible lists are available. Employees are encouraged to apply for classes of work to determine and/or maintain their eligibility so that they will be considered to fill vacancies as they occur.

19.3 It is understood that promotion decisions are judgments which incorporate the criteria stated in 19.1 (above) and that the promotional process, is grievable under the appropriate provisions of this Agreement.

19.4 The City shall certify 100% of the eligibles (passing score or higher) for vacancies.

ARTICLE 20
TEMPORARY ASSIGNMENTS

20.1 Temporary Assignments. Any employee within the bargaining unit who is required by the supervisor and authorized by the department director to perform the duties of a higher-level classification on a temporary basis (temporary meaning for more than five (5) consecutive work days for any reason) will be paid 4% higher than his or her regular rate of pay for all time worked including overtime, retroactive to the first day of the temporary assignment. Temporary assignment pay shall not be included in any pay for time not worked.

An employee who works five (5) consecutive days in a higher-level position and later during the fiscal year works one or more days in the same position will be paid for hours worked as provided above.

20.2 In order to be eligible for this payment, duties assigned must be those of a budgeted position which is vacant due to a termination, or paid or unpaid leave, for more than 5 workdays but less than 90 consecutive calendar days.

20.3 Prior to the selection of a temporary assignment with a duration of greater than 30 consecutive calendar days, the department will give consideration to all qualified employees within the work unit.

20.4 At the end of the 90-day period, the position shall be filled through the appropriate list of eligibles unless an extension has been approved for extraordinary circumstances. The employee who has performed a temporary assignment shall not be given any preference in the permanent filling of the vacant position.

20.5 At the end of the temporary assignment the employee will return to his or her previous rate of pay.

20.6 A temporary assignment does not affect the employee's seniority dates or salary review date.

20.7 The City shall provide the union with a monthly list of employees with temporary assignment pay, which includes the number of hours of temporary assignment pay for the fiscal year.

ARTICLE 21
WAGES

21.1 Wage Rates. Employees within the bargaining unit classifications and pay grades listed in Appendix I hereto and who are otherwise eligible shall be paid according to the wage schedule contained in Appendix II. Effective September 22, 2019, the City raised the minimum starting wage for full time employees to \$15.00 and part time employees, with the exception of game officials, to \$15.00 on September 19, 2021.

21.2 Merit Increases - Performance Incentive Plan. Employees are awarded merit increases upon the successful completion of the six (6) month entrance probationary period or the six (6) month promotional probationary period; and, annually thereafter on the Salary Review Date. Merit increases are based on the overall points scored on the applicable performance evaluation for the job classification held as follows:

Administrative/Clerical Performance Incentive Plan:

<u>Performance Rating:</u>	<u>Points:</u>	<u>Merit Awarded:</u>
Unsatisfactory	Less than 3.0	0
Fully Meets Expectations	3.0 to 3.9	2.0%
Excellent	4.0 to 4.4	3.0 %
Outstanding	4.5 to 5.0	4.0 %

Services/Trades - Performance Incentive Plan:

<u>Performance Rating:</u>	<u>Points:</u>	<u>Merit Awarded:</u>
Unsatisfactory	Less than 36.0	0
Fully Meets Expectations	36.0 - 47.9	2.0%
Excellent	48.0 - 53.9	3.0 %
Outstanding	54.0 - 60.0	4.0 %

Professional/Technical - Performance Incentive Plan:

<u>Performance Rating:</u>	<u>Points:</u>	<u>Merit Awarded:</u>
Poor	Less than 33.0	0
Below Expectations	33.0 - 38.9	0
Fully Meets Expectations	39.0 - 51.9	2.0%
Excellent	52.0 - 60.9	3.0 %
Outstanding	61.0 - 65.0	4.0 %

21.2.1 The determination of point ranges for each rating is based on an expected distribution of employees based on appropriate and substantiated documentation of performance. In the event that ratings for the prior fiscal year indicate an altered overall distribution not related to valid reasons, point ranges for the succeeding fiscal year shall be adjusted by the Director of Human Resources to ensure that only those employees deserving the higher ratings are awarded the additional pay. Raters shall follow the procedures and requirements for proper completion of performance evaluations including substantiation and documentation of the selection of ratings. Raters are prohibited from selecting higher point ratings in order to make an employee eligible for additional pay when not merited. The Director of Human Resources (or designee) shall have the authority to alter the awarding of merit increases for an employee when the rating is deemed inappropriate.

21.3 Salary administration for new hires, promotions, demotions and other transactions shall continue as specified in the City of Tampa Personnel Manual.

21.4 The City agrees that employees whose positions are classified as "RC" (red circled) shall retain their current rate of pay until such time as the normal rate of pay for that classification is equal to or greater than the employee's "RC" rate. At such time, the City will place the employee into the normal job classification and pay grade without loss in pay.

21.5 Fleet Job Rate Program. Upon the date determined by the City with thirty days advance notice to employees and the Union, the City shall have the option to implement a Job Rate Program in

the Fleet Division of the Logistics & Asset Management Department. Said Job Rate Program shall be developed with consultation with the employees and the union.

21.6 Wage Re-opener. Wages for FY2023, FY2024 and FY2025 as set forth in Appendix II (“Wages”) may be subject to renegotiation and amendment during a period from October 1, 2022 to December 31, 2022, during a period from October 1, 2023 to December 31, 2023, and during a period from October 1, 2024 to December 31, 2024, only if it is determined by mutual agreement that a Health Care Trust has a detrimental effect which causes annual health insurance premium increases outside of the normally accepted premium increase margins (“Wage Renegotiations”). Wage Renegotiations must be requested by the ATU no later than 30 days prior to the start of each Wage Renegotiations period set forth above. No other provision of this Agreement, other than Wages, shall be subject to renegotiation nor amendment during Wage Renegotiations.

ARTICLE 22
SHIFT PREMIUM INCENTIVE PAY

22.1 Full-time employees working at least forty (40) hours per week will be compensated for work performed in an irregular period as provided herein. Eligible employees may receive up to a maximum of forty (40) hours of shift premium incentive pay per week.

22.2 Definition. Shift Premium Incentive Pay is premium pay based on scheduled hours worked in one or more of the categories listed below:

- A. Night shift - Any shift starting between 3 p.m. and 3 a.m. is considered night shift work.
- B. Split shift - Any shift during a workday which is interrupted by a period of at least two (2) hours.
- C. Weekend shift - Any shift that begins on a Saturday or Sunday.

22.3 Eligibility. All full-time employees who work a regularly scheduled shift, which meets one or more of the above conditions are eligible. A regular schedule is any shift which is repeatedly and routinely scheduled by the department, in advance, as the normal course of work for employees. Regular part-time employees are excluded from this benefit.

22.4 Incentive Types are Non-Cumulative. In the event that more than one condition outlined in 22.2 hereof applies to any one shift, only one premium amount will be paid for each hour worked in that shift.

22.5 Rate of Compensation. Payment shall be \$1.00 per hour and is provided on the basis of 67 cents per hour at 150% for the hours of premium work per week and will not be compounded by overtime. For FY23, payment shall be \$1.15 per hour; for FY 24, payment shall be \$1.25 per hour; and for FY25, payment shall be for \$1.50 per hour. Payment for leave time shall be at the employee's regular rate of pay and shall not include any shift premium pay. Payment shall be to the employee actually working the premium shift.

ARTICLE 23
RECALL/STAND BY PAY

23.1 Definition - Recall. Employees who are recalled to work prior to 2.5 hours before their scheduled workday, or after having left for the day, or who are called in to work on a non-scheduled workday or leave day, shall be guaranteed a minimum of 2.5 hours pay. Any other calls for service during the initial 2.5 hour period shall be considered part of the first recall. First recall ends either after the 2.5 hours has expired or after the employee has ended their assignment(s) after clocking out and leaving the worksite. In the event the employee has a City-issued vehicle, first recall ends when the vehicle is returned to its home station. The employee shall be guaranteed a one (1) hour minimum of pay for each subsequent recall following the conclusion of the first recall as defined in this section during the same standby period. For the purpose of this section, recall is defined as any time an employee is required to report in or show up for the assignment of work under the above conditions. For those employees who are placed on standby and are expected to provide assistance remotely when called, any calls for service are covered by the recall provision above.

23.2 Recall - Overtime. Recall pay counts as "hours worked" for the computation of overtime in accordance with Article 24.2.

23.3 Definition - Stand by. Stand by time is considered off duty time during which the City requires that the employee be constantly available for work, be easily accessible and be able to report for work within one hour. Time spent on standby will be compensated at a rate of two and one half (2.5) hour's pay for each eight (8) hours spent on stand by, or for any hours less than 8, compensation will be provided based on the formula for all hours worked on standby. Employees shall forfeit stand by pay and be subject to disciplinary action if they fail to report for work after being contacted. Employees who are actually called in for work while on stand by duty shall be compensated pursuant to recall pay above.

23.4 Stand by - Overtime. Stand by pay shall be counted as hours worked for purposes of calculating overtime.

ARTICLE 24
HOURS OF WORK AND OVERTIME POLICY

24.1 Hours Worked. Hours actually worked are those hours in which the employee is assigned and present at the job site in the performance of duties. Holiday pay, standby pay and recall pay count towards "hours actually worked" for the purposes of calculating overtime pay.

24.2 Scheduling. The City will endeavor to notify employees at least two weeks in advance of changes to their regular, routine work schedule.

24.3 Overtime. Overtime is defined as hours actually worked, and approved in advance, in excess of forty (40) hours per work week.

24.4 Scheduling of Overtime. Employees may be required to work overtime. The right to require and schedule employees for overtime work remains a management function. Overtime shall be distributed on a rotating basis beginning with the most senior employee within the work unit. No employee will be forced to work overtime if there are other qualified employees available who have not refused in the classification in the work unit to do the work. In work units which regularly schedule overtime, a list of the employees in the work unit, by classification and seniority, with the number of hours of overtime, recall, and standby pay worked in the fiscal year will be posted and updated on a monthly basis.

24.5 Overtime Rate. Employees shall be paid overtime at the rate of 1.5 times their normal hourly rate of pay for the work week.

24.6 Rest Period. Should an employee work at least 12 hours continuously or a cumulative total of 15 hours within a 24-hour period and have less than 6 hours until their next regularly scheduled shift, they shall be granted a paid non-working rest period, up to 8 hours as approved by management. After this time, the employee would return to work to complete the balance of their next regularly scheduled shift, if any. This rest period shall count for purposes of overtime and is not applicable under emergency declaration.

ARTICLE 25
BREAK PERIODS

25.1 Employees shall be given one (1) break or rest period per one-half (1/2) shift (work day) provided:

- A. The time and length of the break is determined by the employee's supervisor;
- B. The length of the break does not exceed fifteen (15) minutes; and
- C. The granting of the break does not adversely affect or interfere with the operation of the City or the service to the public.

25.2 The City recognizes that the purpose and intent of granting breaks is to relieve fatigue and mental strain on the job. Employees are encouraged to utilize breaks for this purpose; therefore:

- A. Combining two daily breaks into one thirty (30) minute break is not permitted.
- B. Accumulating breaks from day to day is not permitted.
- C. Using breaks to lengthen lunch hours, to cover tardiness, or to leave work early is not permitted.

25.3 Overtime pay may not be granted for work performed during breaks.

ARTICLE 26
HOLIDAYS

26.1 Designated Holidays. The City of Tampa and its employees shall observe twelve (12) paid holidays per fiscal year as designated by the Mayor plus two additional Floating Holidays as provided in 26.6 and 26.7. Normally, an employee is not required to work on a designated holiday; however, in some cases it is necessary for City operations to continue delivery of municipal services. The following holidays have been designated for fiscal years 2023, 2024, and 2025. These days shall be observed unless emergency conditions or any other legitimate reason cause proper adjustment by the mutual agreement of the parties.

FY 2023

Veterans Day	Friday, November 11, 2022
Thanksgiving	Thursday, November 24, 2022
Thanksgiving	Friday, November 25, 2022
Christmas	Friday, December 23, 2022
Christmas	Monday, December 26, 2022
New Year's Day	Monday, January 2, 2023
Martin Luther King, Jr. Day	Monday, January 16, 2023
Spring Day/Good Friday	Friday, April 7, 2023
Memorial Day	Monday, May 29, 2023
Juneteenth	Monday, June 19, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023

FY 2024

Veterans Day	Friday, November 10, 2023
Thanksgiving	Thursday, November 23, 2023
Thanksgiving	Friday, November 24, 2023
Christmas	Friday, December 22, 2023
Christmas	Monday, December 25, 2023

New Year's Day	Monday, January 1, 2024
Martin Luther King, Jr. Day	Monday, January 15, 2024
Spring Day/Good Friday	Friday, March 29, 2024
Memorial Day	Monday, May 27, 2024
Juneteenth	Wednesday, June 19, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024

FY 2025

Veterans Day	Monday, November 11, 2024
Thanksgiving	Thursday, November 28, 2024
Thanksgiving	Friday, November 29, 2024
Christmas	Tuesday, December 24, 2024
Christmas	Wednesday, December 25, 2024
New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
Spring Day/Good Friday	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025
Juneteenth	Thursday, June 19, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025

26.2 Holiday Pay Eligibility. In order for an employee to receive a designated holiday off with pay, the employee shall have worked the last scheduled workday before, and the first scheduled workday after the designated holiday, unless the absence has been authorized in writing by the department. Eligible full-time employees who are not required to work on a designated holiday when it falls on a regularly scheduled work day shall receive eight (8) hours compensation at the regular rate of pay. Eligible part-time employees receive pro-rated holiday compensation.

26.3 Time Worked on a Holiday. Employees required to work on a designated holiday shall receive compensation for all hours worked in addition to eight (8) hours of holiday pay at the regular rate of

pay. There shall be no guaranteed number of work hours on a designated holiday. Holiday pay counts towards "hours worked" for the purpose of calculating overtime pay.

26.4 Annual and Sick Leave. In the event that a designated holiday occurs while an employee is on authorized sick or annual leave, the employee shall receive holiday compensation at the regular rate and will not be charged sick or annual leave for that day. Employees on any leave of absence shall not receive any holiday compensation.

26.5 Suspensions. In the event a designated holiday falls during a suspension period, the employee shall receive no compensation for the designated holiday; however, the designated holiday shall be counted as part of the suspension period.

26.6 Floating Holiday. Full time employees with one year of continuous service may request to observe one Floating Holiday during the payroll fiscal year in addition to the twelve designated holidays specified in 26.1. A Floating Holiday shall be taken in one eight hour increment and shall be requested in advance on the appropriate form and is not authorized without the express approval of the supervisor. Floating Holiday time off shall not count as hours worked for purposes of calculating overtime pay. In the event that an employee fails to utilize the Floating Holiday within the payroll fiscal year, there shall be no carry over of the unused time to the neither next payroll fiscal year nor cash payment in lieu of usage. Employees shall not be eligible for payment of unused Floating Holiday upon separation from employment.

26.7 Diversity, Equity, and Inclusion (DEI) Day Floating Holiday. Employees with one year of continuous service may request to observe one additional Floating Holiday during the payroll fiscal year, in addition to the holidays designated in 26.1 and 26.6, to observe their cultural diversity or for any other reason. The City shall endeavor to honor requests for leave usage so much as operations can allow. The same provisions as cited in 26.6 apply for this second Floating Holiday.

ARTICLE 27
LONGEVITY AWARD

27.1 Eligibility. A full time regular employee on the payroll as of November 30 who has completed at least five years of continuous employment with the City of Tampa is eligible to receive an annual longevity award which is paid after November 30 of each year.

27.2 Definition. Continuous employment is defined as the period of employment not interrupted by resignation, dismissal, retirement, or quitting without notice.

27.3 Credit. An eligible employee is given credit for any period of temporary, part-time, or limited term status if the employment with the City has been continuous. Part-time service of at least twenty (20) hours per week shall be credited as one-half of full-time service.

27.4 Full Time Awards. An eligible employee who works full time at least forty (40) hours per week is awarded:

<u>For Service of at Least</u>	<u>But Less Than</u>	<u>The Amount Is</u>
5 years	10 years	.1% but not less than \$500
10 years	15 years	.2% but not less than \$750
15 years	20 years	.3% but not less than \$1,000
20 years	25 years	.5% but not less than \$1,250
25 years	-----	.6% but not less than \$1,500

The percentage amount of payment shall be calculated on the sum of the employee's gross pay inclusive of overtime for the prior fiscal year.

27.5 Pro-Rata Awards - Leave of Absence or Suspension.

If an eligible employee is suspended, on preferential recall status or on a leave of absence (except for a Workers' Compensation Leave of Absence) for more than thirty (30)

consecutive calendar days during one year (from one November 30 to another November 30), the employee receives a pro-rated longevity award for that year. Awards are not adjusted due to absences while on Workers' Compensation.

One-twelfth of the annual amount is deducted from the annual award for each month and any portion of the month that the employee is suspended, on preferential recall status or on a leave of absence (except for a Workers' Compensation Leave of Absence) in excess of thirty (30) consecutive calendar days.

The total number of months that the eligible employee is on a leave of absence (except for a Workers' Compensation Leave of Absence), on preferential recall status, or suspension is deducted from the number of months of continuous service when calculating future longevity awards and the pro-rated longevity award at the employee's termination.

27.6 Pro-Rata Awards - Termination. When an employee who has completed at least five (5) years of continuous service terminates employment with the City, they receive a pro-rated longevity award.

The amount equals one-twelfth of the yearly award per month of service from the first full month of original employment up to and including November plus one-twelfth of the yearly award for each month of service beginning with the previous December up to and including the last full month of employment.

An eligible employee who terminates after the anniversary of their 5th, 10th, 15th, or 20th year of employment but prior to November 30 receives a pro-rata award based on the number of years completed service and not the amount of the previous year's award. Pro-rata separation awards shall be based on the dollar amounts listed in 27.4.

ARTICLE 28
MEDICAL INSURANCE

28.1 Coverage. The City agrees to make available health and major medical insurance coverage for full time employees and their eligible dependents. Such coverage shall include hospitalization, medical, maternity, and major medical benefits. Consideration for providing this benefit is included in the determination of wage rates contained herein.

Due to the rising costs of health insurance, the City shall retain the right to develop a change in plan design to reduce costs.

28.2 The City agrees to continue to pay 100% for the employee's coverage and 50% for the cost of coverage for the employee's dependents for the health plan selected by the City. Any additional cost will be paid by the employee through payroll deductions.

28.3 The benefits provided by this article only apply to full time employees. A full time employee is any employee who is regularly scheduled to work forty (40) or more hours per week. In cases where both spouses are employed by the City of Tampa, only one family plan is provided.

28.4 Retirement Coverage. An employee who retires under the City of Tampa Pension Fund, or their spouse as long as the spouse receives pension payments, shall be allowed to retain the City's hospitalization coverage, provided that the cost of such coverage shall be deducted from the pension check.

28.5 The City at its discretion may make available alternative health insurance coverage plans in which employees may choose to enroll. The City shall pay for the employee's coverage in the amount equal to the cost for single coverage provided in Article 28.2 whichever is less; the City shall pay for dependent coverage (including the employee coverage) in the amount equal to the cost for family coverage provided in Article 28.2. Any increased costs above the amounts specified herein shall be paid 100% by the employee. Employee costs shall be paid by the employee through

payroll deductions. The ATU shall continue to participate in the preparation of plan design and requests for proposals.

28.6 The City will permit part-time employees to participate in the City's group health insurance program with the requirement that the employee pay the full cost of insurance, provided, however that the City will comply with any federal requirements for part-time employees who meet the eligibility threshold for required health insurance coverage in accordance with law. The federal "full time" status threshold for health insurance coverage shall be recognized for purposes of health insurance only and not for other City benefits as specified in this Agreement.

28.7 Flu Shots. The City will endeavor to provide flu shots to employees on an annual basis.

ARTICLE 29

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

29.1 The City agrees to continue to provide life and accidental death and dismemberment insurance for full-time employees. Coverage amounts shall be equal to the employee's annual salary but not less than \$40,000. For example, an employee with an annual salary of \$28,000 shall have coverage of \$40,000 life insurance and \$40,000 AD&D insurance (total of \$80,000); an employee with an annual salary of \$52,000 shall have coverage of \$52,000 life insurance and \$52,000 AD&D insurance (total of \$104,000). The amount of the annual salary shall be the employee's pay rate multiplied by 2,080 hours (see appendix).

Consideration for providing this benefit is included in the determination of wage rates contained herein. The benefits provided by this article apply only to full-time employees. A full-time employee is any employee who is regularly scheduled to work forty (40) or more hours per week.

29.2 Retirement Coverage. An employee who retires under the City of Tampa Pension Fund shall have the right to retain the City's life insurance coverage in the amount of \$4,000.00. The payment for such coverage shall be deducted from the retiree's monthly pension allotment.

ARTICLE 30
WORKERS' COMPENSATION

30.1 Workers' Compensation. Employees injured on duty shall receive all benefits provided by the Florida Statutes, Chapter 440, Workers' Compensation Law, which includes payment of travel and medical expenses. The City may, at its sole discretion, provide benefits which exceed legal requirements.

30.2 Reporting Procedures. Employees shall report all on-the-job injuries promptly to their supervisor to complete the required forms. Employees with questions concerning injury-on-duty benefits should call their department personnel office or the City of Tampa Human Resources – Risk Management.

30.3 Workers' Compensation Light Duty. It is the policy of the City of Tampa that employees, who have had on-the-job injuries, be returned to work as soon as possible with a minimum of lost productivity and associated cost. In order to accomplish this, each major department shall appoint one member of their departmental safety committee to serve as the Modified Duty Coordinator (MDC). The MDC is responsible for maintaining communication with the physician, the employee, Risk Management, and all other parties involved in the return to work.

30.4 This program is intended to allow employees, under the care of a Workers' Compensation physician, to continue or return to work under the following circumstances: (1) The employee's current job may be modified to accommodate the employee's temporary medical restriction(s), or (2) The employee may perform other meaningful tasks until being released back to full duty.

The Workers' Compensation physician will indicate the work status of the employee on the Physician's Appointment Authorization form, DA36. The DA36 is presented to the

department by the employee following the medical examination. If appropriate, the physician will have indicated the status of light duty with any applicable restrictions.

30.5 When light duty is indicated, the department shall provide light duty work for up to seven (7) working days unless an exception is approved by Risk Management. If the employee has not been released by the physician after the seven (7) working days, the department may choose to discontinue light duty work and place the employee on Workers' Compensation, or extend the light duty work for an additional seven (7) working days. This may be appropriate after consultation with the treating physician regarding the expected time for recovery. The department director shall have the authority to extend light duty after the first seven (7) work day period. Light duty may be extended for subsequent seven (7) day periods at the discretion of the department director.

30.6 In the event that an employee is at any time determined by the City to be able to perform light duty work as a result of an on-the-job injury, the City will evaluate the specific light duty restrictions and may place the employee in any City light duty job if one is available. However, the City is under no obligation to create light duty for an employee. Should an employee be placed on light duty and such duty becomes subsequently no longer available, the City may terminate or change the light duty assignment. The provision of light duty for an employee shall not set precedent for provision of light duty for another employee.

30.7 This article shall not be subject to the grievance and arbitration procedure.

ARTICLE 31
TUITION REIMBURSEMENT

31.1 Amount. The City shall reimburse full-time employees for approved training up to a total amount of \$2,000.00 per fiscal year for undergraduate degree tuition fees, \$2,500 for master degree tuition fees, and \$3,000 for doctoral tuition fees. The City will not reimburse an employee for books, materials, supplies, application fees, or transportation.

Approved training shall include courses which are related to the employee's present job or to a promotional position which is offered by an approved technical or trade school or an accredited college or university.

31.2 Recipients of Scholarships. An employee receiving a scholarship or grant for education may be eligible for reimbursement. Tuition reimbursement application and grant or scholarship documentation will be reviewed by the Training and Development Division for eligibility. Such scholarships and grants include, but are not limited to GI benefits, Social Security benefits, and tuition waivers.

31.3 Cancellation of Approval. An employee who resigns or is dismissed from employment prior to the completion of an approved training course shall not be eligible for reimbursement. An employee who is laid off or retires during the training shall be eligible for reimbursement upon successful completion of the training.

31.4 Approval. In order to receive reimbursement, the employee must fulfill the requirements as outlined by the Training and Development Unit.

ARTICLE 32
MILEAGE REIMBURSEMENT

32.1 The City shall reimburse employees at the rate per mile established by City ordinance for use of the employee's own automobile after the employee has reported to work. Such mileage payments shall be accumulated and paid monthly.

ARTICLE 33
ALLOWANCES

33.1 Mechanics, Fleet Mechanics II and III, Paint & Body Mechanics, Master Fleet Mechanics II and III, Master Fleet Mechanic II and III – EVT and Lead Fleet Mechanics who are required to furnish their own tools will be given a tool allowance in the amount of \$500 per fiscal year to maintain their tools. Automotive Services Attendants II who are required to furnish their own tools will be given a tool allowance in the amount of \$350. These employees will be required to maintain an inventory of required tools as established by the department. The allowance will be paid to those employees who have the required inventory.

33.2 Crime Scene Technicians will be given a tool allowance of \$350 per fiscal year to maintain tools beyond those tools provided by the department.

33.3 The City will continue its practice with respect to furnishing certain types of maintenance tools and equipment for the proper and efficient performance of work.

33.4 Limited English Proficiency Language Incentive. Employees designated and assigned by management as qualifying for the Limited English Proficiency Incentive shall be paid a special payment of \$150.00 monthly. Those who are designated as proficient in reading, writing, and speaking the designated language will be required to assist in translating, interpreting, and transcribing as needed and required during the course of their regular duties. In order to qualify for the incentive, an employee must demonstrate defined levels of proficiency in reading, writing, and speaking as determined by a proficiency test, administered by an outside organization with oversight by management, at management's expense. The determination of the languages needed and number of participants will be at the discretion of management.

ARTICLE 34
CITY TRAINING PROGRAMS

34.1 The City of Tampa agrees to continue its career development program including employee training programs for the purpose of qualifying City employees for upward mobility within City employment. Departments will post the Training News Bulletin on their bulletin boards.

34.2 Employees who attend City job training programs will be compensated for time spent in such training programs as follows:

- A. Regular Work Hours. - Time spent during the employee's regular work hours shall be compensated at the employee's regular rate of pay regardless of whether the employee attends the training on a required or voluntary basis.

- B. Non-work Hours. -
 - 1) Voluntary training - Time spent beyond the employee's regular work hours shall not be compensated when the employee attends the training on a voluntary basis.

 - 2) Required training - Time spent beyond the employee's regular work hours shall be compensated at the employee's regular rate of pay when the employee attends the training on a required basis.

34.2.1 Overtime Calculation. Any time spent in training during regular work hours or required training beyond regular work hours shall be indicated as "regular" time (REG) and shall be counted as hours worked for purposes of calculating overtime.

34.2.2 The determination of whether training is voluntary or required and whether training occurs during normal work hours, beyond normal work hours, or is accommodated by rescheduling work

hours is at the sole discretion of the department director with the concurrence of the Director of Human Resources and shall not be subject to the grievance and arbitration procedure.

34.3 When there are a limited number of openings in a City training program class, qualified applicants with the greatest total City seniority will be given first consideration if applicable to the class.

ARTICLE 35
PARKING/BUS PASSES

35.1 The City will continue its present practices with respect to furnishing parking to unit employees, insofar as practicable, for the term of this Agreement. This practice specifically provides that City owned/operated garage or parking facilities which are (or become) available to the general public shall be available to unit employees under the same conditions and rates provided to the public. Effective October 1, 2022, the City shall provide a monthly stipend of \$40.00 to all bargaining unit employees who work in the Tampa Municipal Office Building, Old City Hall, Fort Brooke garage offices, and Tampa Police headquarters. This stipend is contingent on an employee signing an attestation identifying where they park and the fee.

35.2 The City agrees to continue its present practice of participating in the HARTline employer discount bus pass program. The City will provide a fifty percent (50%) subsidy for all HARTline transit passes. This program shall be subject to the current and any future terms, conditions, arrangements, and rates required by HARTline for its employer program and subject to those requirements as set forth by the Florida Department of Transportation (FDOT). In the event that funds are subsequently not available, the City reserves the right to discontinue the program.

35.3 The City agrees to provide five (5) validated parking passes per month to be used for City business only.

ARTICLE 36
UNIFORMS

The City will provide uniforms to employees required to wear them. The uniforms will be replaced on an annual basis as needed based on wear and tear or if damaged. The employee must present the damaged uniform as proof of needed replacement, however employees will not be required to turn the damaged uniforms into management. No additional uniforms will be provided beyond the total listed below.

36.1 FIRE

5 shirts	or	4 shirts
5 pants		4 pants
1 belt		1 jacket

36.2 SOLID WASTE

5 pants	or	4 pants with 2 long and short sleeve shirts
8 T-shirts		6 T-shirts 1 jacket or hooded sweatshirt

Code Inspectors

5 pants or shorts with 2 long and short sleeve shirts	or	4 pants or shorts with 2 long and short sleeve shirts
4 T-shirts		4 T-shirts
		1 jacket

36.3 POLICE

Crime Scene Technicians

5 shirts
5 pants
1 jacket
1 pair of boots

Maintenance Personnel

5 shirts	or	4 shirts
5 pants		4 pants
		1 jacket

Evidence Control and Supply Section

5 shirts	or	4 shirts
5 pants		4 pants
		1 jacket

Community Service Officers

5 shirts	or	4 shirts
3 pants/skirts		4 pants/skirts
1 jacket		1 jacket

Records Personnel/Communications Tech.

5 shirts/blouses	or	5 shirts/blouses
4 pants/skirts		3 pants//skirts
1 jacket		1 jacket

I.D. Section

Zipper coveralls or smocks available as needed

36.4 CONVENTION CENTER

5 shirts
5 pants
1 jacket
2 T-shirts

36.5 WASTEWATER

Maintenance Yard

5 shirts or 4 shirts
5 pants 4 pants
1 jacket

Can substitute four T-shirts for one regular shirt.

Engineering Division

5 shirts or 4 shirts
5 pants 4 pants
1 jacket

Can substitute two coveralls for two shirts and pants.

Treatment Plant

5 shirts
5 pants
1 jacket

Can substitute two coveralls for two shirts and pants or four T-shirts for one regular shirt.

36.6 WATER DEPARTMENT

5 shirts or 4 shirts or 4 shirts
5 pants/shorts 4 pants/shorts 4 pants/shorts
1 jacket 1 coverall

Can substitute four T-shirts for one regular shirt.

Raingear and headgear provided as determined by department.

Water Meter Service Attendant I – two pair of shoes – as needed.

Water Distribution Office and Call Center – 2 shirts

36.7 LOGISTICS & ASSET MANAGEMENT

Facility Management

5 shirts or 4 shirts
5 pants 4 pants
1 hat 1 jacket

Can substitute four T-shirts for one regular shirt.

Fleet Maintenance

5 shirts or 4 shirts
5 pants 4 pants
1 jacket

36.8 MOBILITY

5 shirts or 4 shirts
5 pants 4 pants
1 jacket

1 cap – as needed

Can substitute one jumpsuit for one shirt and one pant as needed.

Can substitute four T-shirts for one regular shirt.

T-shirts as needed.

Mobility Operations, Customer Service, Admin & Procurement (CAP Team)

2 shirts

Parking

Garage Operations

Cashiers (Full-Time)

5 shirts

5 pants

1 jacket
1 cap – as needed
1 pair of leather gloves (if requested)

Cashiers (Part-Time)

3 shirts
3 pants
1 jacket
1 cap – as needed
1 pair of leather gloves (if requested)

Parking Equipment Maintenance

5 shirts
5 pants/shorts
1 jacket
1 cap – as needed

Parking Enforcement Specialist

5 shirts/blouses
5 pants/shorts
2 pair shoes (as needed)
1 jacket
1 cap – as needed

Parking Security

5 shirts
5 pants
2 pair shoes (as needed)
1 jacket – as needed
1 cap – as needed

36.9 PARKS AND RECREATION

Programming Personnel

- 1 warm-up suit (pants/jacket set) or sweatshirt
- 5 shirts/May substitute up to 2 Dri-fit shirts
- 1 cap – as needed

Aquatics Personnel (regular employee)

- 5 shirts/May substitute up to 2 Dri-fit shirts
- 1 warm-up suit (pants/jacket set) or sweatshirt
- 3 swimsuits
- 1 cap – as needed

Maintenance Personnel

- 5 shirts/May substitute up to 2 Dri-fit shirts
- 5 pants
- 1 jacket
- 1 cap – as needed
- 1 pair safety shoes (as needed)
- Up to 4 shorts may be substituted for pants – for use during appropriate activities, as defined by department policy.

36.10 DEVELOPMENT & GROWTH MANAGEMENT

Construction Services - Inspectors

- 5 shirts or 4 shirts
- 5 pants 4 pants
- 1 jacket

36.11 NEIGHBORHOOD ENHANCEMENT

Code Enforcement & Business Tax

5 shirts/blouses or 4 shirts/blouses
5 pants/skirts 4 pants/skirts
1 jacket

May substitute any 2 shirts for 2 Dri-fit shirts

1 hat/cap

1 pair of safety shoes (as needed)

Occupational License Inspectors

5 shirts or 4 shirts
5 pants 4 pants
1 jacket
1 tie

May substitute any 2 shirts for 2 Dri-fit shirts

1 hat/cap

1 pair of safety shoes (as needed)

Neighborhood Enhancement

5 shirts or 4 shirts
5 pants 4 pants
1 hat 1 jacket

Can substitute four T-shirts for one regular shirt or any 2 shirts for 2 Dri-fit shirts

1 hat/cap

1 pair of safety shoes (as needed)

36.12 WASTE TO ENERGY PLANT

5 pants or 4 pants
8 T-shirts 4 T-shirts and 2 long sleeve T-shirts
1 jacket or hooded sweat shirt

36.13 CITY CLERK/ARCHIVES AND RECORDS

5 shirts 1 jacket
5 pants 1 raincoat
 1 pair of shoes
Reproduction Operators
1 lab coat

36.14 CONTRACT ADMINISTRATION

5 shirts or 4 shirts
5 pants 4 pants
 1 jacket
1 cap – as needed
Can substitute four T-shirts for one regular shirt.

Architectural Inspection

5 shirts or 4 shirts
5 pants 4 pants
1 hat 1 jacket
1 belt

36.15 TECHNOLOGY & INNOVATION

Electronics – Radio Repair Technicians
5 shirts
5 pants

36.16 HUMAN RESOURCES

Mail Room
5 shirts
5 pants or shorts

- 1 jacket
- 1 cap
- 1 pair of shoes

The following items will be issued to the employees on an as needed basis as determined by the City: safety shoes, safety glasses, hard hats, safety gloves, safety vest, safety goggles, bump caps, face shields, respirator, knee & shin guards, raingear, rain shoes, rubber or snake boots.

The City will continue to provide safety shoes to each employee required to wear them. This means that the entire cost is paid by the City for the safety shoe selected by the department as the appropriate and authorized shoe based upon the employees' job duties. Employees may, at their option and with the approval of the department, select a higher cost shoe that meets or exceeds the authorized shoe cost. The employee pays any additional cost. Replacement will be provided as necessary pursuant to safety requirements. If safety shoes or rain shoes need to be replaced because of abuse, the required replacement will be at the employee's own expense.

Longer style bermuda type shorts may be substituted for a portion of the allotment of uniform pants, at the employee's option, provided that such substitution meets the approval of the Department Director and does not interfere with the safe and efficient performance of the employee's duties. The wearing of uniform shorts by employees who are approved to wear them shall not be restricted to the summer months unless required by the department director. T-shirts may be substituted for other shirts provided that such substitution meets with the approval of the Department Director.

ARTICLE 37
SAFETY

37.1 The City and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The City shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment in accordance with all applicable Federal, state and local laws. The Union will cooperate and encourage the employees to work in a safe manner. Employees are encouraged to advise the City of any safety concerns or suggestions in this regard through their supervisor.

37.2 No employee of the City shall be required or assigned to work in a hazardous situation without proper safety precautions being made, insofar as practicable.

37.3 Work locations and City maintained vehicles shall be equipped with an approved first aid kit.

37.4 The City agrees to provide cots for all departments which can be set up for an employee who becomes ill or injured while at work.

37.5 The Union may designate a representative who may meet on a monthly basis with the City's Risk Manager so that the Union may apprise the City of any safety concerns.

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ARTICLE 38
UNION EMBLEM

38.1 Union members shall be permitted to wear the lapel or button-type emblem or a standard union pocket protector of the Union in a manner that is safe and inoffensive. Employees who are required to wear a department uniform shirt may, at their own cost, add "ATU, Local 1464" as an embroidered logo on the sleeve or cuff.

38.2 The elected and/or appointed Union officials are allowed to wear a union shirt on the job while performing union duties during working hours.

ARTICLE 39
BULLETIN BOARDS

39.1 The City agrees to provide a bulletin board or allow the Union to use an existing bulletin board in each work location for the posting of appropriate Union information bulletins. The size of the board or the space provided shall not be less than 30" X 30" where practicable. The space or the board shall be designated as "Union Bulletin Board."

39.2 No notice shall be posted unless it has been initialed by a duly authorized official of the Union and a copy delivered to the Director of Human Resources.

ARTICLE 40
NOTIFICATION-PERSONNEL ACTION

40.1 The City agrees to promptly notify the Union President on a weekly basis with regard to the following personnel actions with respect to each employee in the unit:

Employment

Discharge

Suspension

Demotion

Reprimand

Resignation

Retirement

Lay Off

Leave of Absence

Job Class Table Changes (A.T.U.)

Personnel Manual Updates (notification to occur prior to posting on the City's INET)

Failure to notify because of mistake or omission shall in no way affect any personnel action taken by the City.

40.2 Personnel records are public records and shall be released only in accordance with state and federal law. The cost of such copies shall be per City policy (currently up to ten pages provided at no charge, 15¢ per copy for each additional page).

40.3 Copies of all bulletins, policies, or procedures relating to working conditions pertaining to bargaining unit employees shall be furnished to the applicable employees with a copy to the appropriate Union representative, the Union President, and the Employee Relations Division.

40.4 The City shall provide to the Union a listing of bargaining unit employees which includes the following information: name, home address and telephone, employee identification number,

department, and job classification title. Upon the Union's written request, said information will be updated and provided to the Union every six months at no charge.

40.5 Employees shall be informed of and given the opportunity to sign entries which are placed in their pending evaluation file.

40.6 Because the union is the exclusive bargaining agent, the City shall authorize the union to utilize the City email system and all email shall be subject to the prior approval of the Director of Human Resources before any email can be released.

ARTICLE 41
EMPLOYEE ASSISTANCE PROGRAM

41.1 Purpose. The City of Tampa and the A.T.U. recognize that an employee's personal problems may result in a less than optimum, and even a declining job performance. These personal problems may include, but are not limited to, emotional or behavioral problems, marital or family problems, legal problems, financial problems, alcohol abuse, or drug abuse. In keeping with the mission of the City to provide the finest of services to the citizens of Tampa and recognizing the importance of the City's human resources, the City has established an Employee Assistance Program (EAP). The goal of this program is to restore the employee to full productivity by offering guidance and referral to qualified, professional providers. It is the City's policy that an employee's participation in the EAP will not jeopardize his or her future opportunities with the City, however, the EAP shall not replace, alter or be used to circumvent the City's discipline administration policy.

41.1.1 Eligibility. Employees enrolled in the City's group health insurance plan are eligible for EAP services. Spouses and/or dependents of employees are eligible if the employee is enrolled in the City's group health insurance program with family coverage. Any eligible employee or family member may directly seek EAP services for any personal problem. Such problems may include, but are not limited to: depression, anxiety, stress or psychiatric illnesses, difficulties stemming from alcohol or drug abuse or the emotional impact of problems of another person.

41.2 Program Access. Eligible employees or family members may access EAP services by:

- A. Self-Referral. Employees or eligible family members experiencing personal problems may voluntarily and directly contact the EAP services with complete confidentiality (see Section 41.3).

- B. Supervisor/Department Director Mandatory Referral.
A supervisor/department director, noting a declining job performance on the part of an employee, may mandate referral of an employee to the EAP for assessment, further referral or counseling services.

- 1) All mandatory referrals to the EAP must be coordinated through the City's Employee Relations Division.
- 2) An employee's job will not be jeopardized by such a referral or by the employee's refusal to participate in the EAP. However, an employee's job may be jeopardized by failure to improve job performance, and such failure will be handled according to the City's Discipline Administration Policy.
- 3) Any mandatory referral that results in return to work after the initial visit, will be compensated using City time for three additional visits. If the initial visit results in the employee being taken out of work, that time away from work until released to full duty will be at the employee's own use of leave time.

41.3 Confidentiality. The confidentiality of EAP services is absolutely essential to the program's acceptance and success. Participants have the right to complete confidentiality concerning their use of the program, the content of the sessions, and all existing case information and records. Regardless of the nature of the referral, the EAP Counselor may not disclose any information about a participating employee to the City without the employee's written consent. In the case of a supervisory referral, the EAP Counselor may communicate to the City that the employee has or has not kept appointments. The EAP Counselor may also, with the employee's consent, work with the employee and the supervisor in defining the job performance difficulties and in setting work goals for improvement. All counseling records and information from employee visits are the property of the EAP.

41.4 Appointments. Appointments may be scheduled Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. An EAP staff member is available on a 24 hour basis by beeper service for life threatening situations.

- A. Employees and eligible family members may see an EAP staff member or other participating practitioner for up to four (4) sessions at no cost to the employee.

Subsequent treatment sessions are available to the participating employee or family member. The EAP will endeavor to refer participants to providers covered by the City's health insurance plan.

- 1) Supervisory referrals may be scheduled during the employee's work hours. Self referrals are to be scheduled during the employee's own time through the use of paid or unpaid leave, as applicable.

ARTICLE 42
DRUG FREE WORKPLACE

42.1 Substance Abuse. The City of Tampa and the A.T.U. have grave concerns regarding the abuse of alcohol and other drug substances in the community. It is understood that City policy prohibits the consumption, possession, or being under the influence of drugs or intoxicating substances while on duty. The Police Department shall be notified in the event that an employee is in possession of an illegal substance and appropriate disciplinary action shall be taken.

42.2 Employees or eligible family members experiencing problems due to substance abuse may voluntarily contact the EAP in accordance with Article 41.

42.3 Mandatory Referral for Substance Abuse Testing. The City has the authority to require an employee to complete physical examinations to ensure that the employee is fit for duty. This includes, but is not limited to, physical examination to determine if a specified employee is under the influence of alcohol on duty; to determine any abuse of prescription or non-prescription drugs; and, to determine any use of illegal substances.

- 1) Random drug testing will not be permitted except as provided by law. The requirement of an employee to complete a drug or alcohol screen or test shall be based on the standard of "reasonable suspicion." The reasonable suspicion standard requires that the City must have some "factual foundation and rationale which is interpreted in light of experience." In other words, a decision to test an employee shall be based on factors such as changes in job performance; physical symptoms commonly associated with drug usage such as slurred speech, altered motor skills and other changes; changes in attention span or attendance; reports or actual witnessing of possession or use of substances; changes in appetite or sleeping habits; or other mannerisms or behavioral changes which indicate the suspicion of drug usage.

- 2) The supervisor or employee having reasonable suspicion of the use of alcohol or drugs shall immediately contact the City's Employee Relations Division, who will make the decision to arrange for referral for testing and shall arrange to escort the employee to be tested.
- 3) The City shall meet with and inform an employee that, in the opinion of the City, there is a basis for reasonable suspicion and of the City's intention to schedule a drug and/or alcohol screen or test. At said meeting, the City shall consider the comments from the employee regarding the matter and shall then make the determination of whether to proceed and require the screen or test. If it is determined, at the sole discretion of the City, that a drug test will be required, the employee shall be immediately escorted to the appropriate facility for tests. The employee shall not be allowed to drive. Prior to transport, the supervisor shall obtain the employee's signature on the "Consent to Perform" and obtain a witness of the signature. Refusal by an employee to submit to said test shall be grounds for dismissal.
- 4) Pending the results of the test, the employee shall be placed on sick leave. If the employee does not have a sufficient sick leave balance, the employee shall be placed on annual leave or Absence Without Pay (AWP) when an insufficient annual leave balance exists. If an employee tests negative, any paid or unpaid leave utilized pending the test results shall be corrected to regular pay status.
- 5) If an employee tests positive, the employee shall continue to be placed on sick leave (or a medical leave of absence if eligible when there is an insufficient leave balance) and shall be referred to the City's Employee Assistance Program (EAP) for counseling, further drug testing, and/or enrollment in an appropriate program. Upon completion of the program, the City shall require medical substantiation regarding fitness for duty and resolution of drug or alcohol use or dependency prior to reinstatement from

sick leave or the medical leave of absence. Reinstatement shall be conditioned on continued monitoring and testing to ensure continued and complete recovery. Only one such referral to the Employee Assistance Program shall be permitted. An employee who fails to complete the program or who resumes use of said substances after the original reinstatement to work shall be dismissed.

42.4 Omnibus Transportation Employee Testing Act of 1991. This act requires the Department of Transportation to establish drug and alcohol testing and training regulations for all drivers of commercial motor vehicles. Under this Act, any City employee who is required to be readily available to drive a commercial motor vehicle shall be tested for drugs and alcohol as follows: (1) at random; (2) immediately after any commercial motor vehicle accident involving loss of life or a citation for a moving traffic violation; (3) before being returned to duty after a positive test; and (4) continuously after returning to work for a period determined by the City's Employee Assistance Program Coordinator.

- 1) An employee who tests positive for drugs or alcohol will be mandatorily referred to the Employee Assistance Program (EAP). Driving privileges shall be suspended immediately which includes the operation of heavy construction equipment and light vehicles not requiring a commercial driver's license. Driving privileges shall not be reinstated until the employee is determined to be drug/alcohol free as certified by the City's Employee Assistance Program Coordinator.
- 2) An employee who is absent as a result of a positive drug or alcohol test shall be placed on sick leave (or a medical leave of absence if eligible when there is an insufficient leave balance) and shall be referred to the City's Employee Assistance Program (EAP) for counseling, further drug testing, and/or enrollment in an appropriate program. The City shall require medical substantiation regarding fitness for duty and resolution of drug or alcohol use or dependency prior to reinstatement from sick leave or the medical leave of absence. Reinstatement shall be conditioned on continued monitoring and testing to ensure continued and complete recovery.

Only one such referral to the Employee Assistance Program (EAP) shall be permitted. An employee who fails to complete the program or who resumes use of said substances after the original reinstatement to work shall be dismissed.

- 3) The employee's pay rate will be reduced by 4% for a period of thirty (30) days.
- 4) Refusal of an employee to submit to a drug or alcohol test as specified by the Omnibus Transportation Employee Testing Act shall be grounds for dismissal.

42.5 Noncommercial Motor Vehicle Accidents. Any City employee who drives a motor vehicle on City business, other than a commercial motor vehicle, shall be tested for drugs and alcohol immediately after a vehicle accident whenever the employee receives a citation for a moving violation or is involved in an accident which results in loss of life.

- 1) An employee who tests positive for drugs or alcohol will be mandatorily referred to the Employee Assistance Program (EAP). Driving privileges shall be suspended immediately and shall not be reinstated until the employee is determined to be drug/alcohol free as certified by the City's Employee Assistance Program Coordinator.
- 2) An employee who is absent as a result of a positive drug or alcohol test shall be placed on sick leave (or a medical leave of absence if eligible when there is an insufficient leave balance) and shall be referred to the City's Employee Assistance Program (EAP) for counseling, further drug testing, and/or enrollment in an appropriate program. The City shall require medical substantiation regarding fitness for duty and resolution of drug or alcohol use or dependency prior to reinstatement from sick leave or the medical leave of absence. Reinstatement shall be conditioned on continued monitoring and testing to ensure continued and complete recovery. Only one such referral to the Employee Assistance Program shall be permitted. An employee who fails to complete the program or who resumes use of said substances after the original reinstatement to work shall be dismissed.

- 3) The employee's pay rate will be reduced by 4% for a period of thirty (30) days.
- 4) Refusal of an employee to submit to a drug or alcohol test as specified above in 42.4 shall be grounds for dismissal.

42.6 Workers' Compensation Injuries. Any City employee who suffers an on-the-job injury when there is reasonable suspicion that the employee caused or contributed to an accident shall be tested for drugs and alcohol.

- 1) An employee who receives a positive drug or alcohol test will be referred to the Employee Assistance Program (EAP) as specified in section 42.3.
- 2) Refusal of an employee to submit to a drug or alcohol test as specified above in 42.4 shall be grounds for dismissal.

CONSENT TO PERFORM

I, _____, consent to a medical examination and the collection of blood and/or urine samples, as requested by the City of Tampa, for the purpose of determining the presence of alcohol and/or drugs, if any.

I furthermore authorize the release of any and all medical information obtained during the examination and testing procedure to the City of Tampa.

I understand that my alteration of this consent form, refusal to consent to or cooperate fully with a medical examination and the collection of the blood and/or urine samples; or my refusal to authorize release of information to the City of Tampa constitutes insubordination and is grounds for termination.

I also understand that a positive result for the drugs tested may be considered grounds for termination and may result in mandatory referral to the City of Tampa's Employee Assistance Program (EAP) and required satisfactory completion of any course of treatment prescribed by the EAP.

Employee Signature

Date

Witness

ARTICLE 43
LABOR MANAGEMENT COMMITTEE

43.1 The Labor Management Committee shall consist of four (4) non bargaining unit members appointed by the Director of Human Resources and four (4) members appointed by the Union. The purpose of the committee is to investigate, study and discuss solutions to problems of a general nature, including safety, which may affect labor/management relations. Recommendations concerning resolution of any such problems shall be provided to the Director of Human Resources for consideration.

43.2 The size of the committee, rules of operation and meeting schedules shall be determined by the Labor Management Committee. Inappropriate issues for discussion are active grievances, any topic covered by the provisions of the collective bargaining agreement and any proposed changes to current contract language.

43.3 The Amalgamated Transit Union, Local 1464, and the City further agree to work together to develop innovative ideas to improve the workplace.

43.4 For matters regarding health and safety of employees in the workplace, the Union will place the item on the agenda for discussion at a regularly scheduled Labor Management Committee meeting. The Union and Management will endeavor to have appropriate subject matter experts present during the meeting to discuss.

ARTICLE 44
PAST PRACTICES

44.1 All rights and working conditions enjoyed throughout the City by unit employees at the present time and generally known by the Department of Human Resources which are not specifically referred to in this Agreement shall not be changed by the City in an arbitrary and capricious manner, provided nothing herein shall limit the City's rights to establish or change rules and conditions.

ARTICLE 45
SEVERABILITY AND WAIVER

45.1 Any provisions of this Agreement in conflict with the provisions or the ordinances of the City of Tampa or statutes of the State of Florida or applicable rules and regulations thereunder shall not become effective until the ordinance, statute or rules and regulations has been amended to comply with this Agreement. The City agrees to meet with the Union and determine which provisions are to be amended or deleted. The City agrees to submit to the appropriate governmental body proposed amendments to permit full implementation of this Agreement.

45.2 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement so that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of the clause, sentence or paragraph in which the offending language occurs.

ARTICLE 46

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

46.1 The parties acknowledge and agree 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 included by law within the area of collective bargaining and that all 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 Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed. This Agreement contains the entire contract, understanding, undertaking and agreement of collective bargaining for and during its term, except as mutually agreed by the Parties.

ARTICLE 47
DURATION, MODIFICATION AND TERMINATION

47.1 This Agreement shall be effective as of October 1, 2022 and shall continue in full force and effect until the 30th day of September 2025. At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend, or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below this 7th day of October, 2022.

AMALGAMATED TRANSIT UNION
LOCAL 1464, AFL-CIO-CLC


Stephen Simon, President

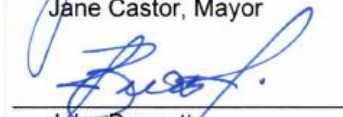

Derwin Bright, Vice President

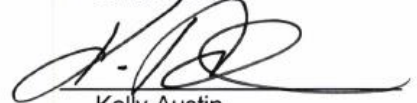

Sandra Renee Nickles
Financial Secretary/Treasurer

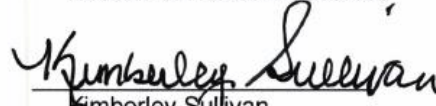

Ferraro Jacobs
Executive Board


CITY OF TAMPA


Jane Castor, Mayor


John Bennett
Chief of Staff


Kelly Austin
Director of Human Resources


Kimberley Sullivan
Employee Relations Manager


Kimberly Anderson, Employee Relations
Specialist

Appendix I
Alphabetical Listing of Bargaining Unit Positions

GRADE	TITLE
ATU	24 Accounting Technician I
ATU	27 Accounting Technician II
ATU	19 Accounts/Properties Collector
ATU	13 Aquatics Leader I
ATU	18 Aquatics Leader II
ATU	22 Aquatics Leader III
ATU	24 Aquatics Leader IV
ATU	24 Aquatics Maintenance Repairer
ATU	24 Asset Forfeiture Investigator
ATU	25 Automated Collection Driver
ATU	16 Automotive Equipment Operator I
ATU	19 Automotive Equipment Operator II
ATU	19 Automotive Service Attendant II
ATU	38 AWT Electrical Specialist
ATU	38 AWT Instrumentation & Controls Specialist
ATU	38 AWT Mechanical Specialist
ATU	38 AWT Operations Specialist
ATU	38 AWT Planner/Scheduler
ATU	25 AWT Plant Technician I
ATU	28 AWT Plant Technician II
ATU	32 AWT Plant Technician III
ATU	19 AWT Plant Technician Trainee
ATU	38 AWT Power Facility Specialist
ATU	38 AWT Pump Station Specialist
ATU	22 Building Maintenance Crew Leader
ATU	32 Building Maintenance Inspections Specialist
ATU	26 Building Maintenance Plumber I
ATU	23 Building Maintenance Tradesworker I
ATU	26 Building Maintenance Tradesworker II
ATU	24 Business Tax Inspector I
ATU	26 Business Tax Inspector II
ATU	27 Cemetery Coordinator
ATU	28 Certified Code Enforcement Officer
ATU	24 City Clerk Support Technician
ATU	32 Claims Investigator
ATU	13 Clerk II General
ATU	25 Client Facilitator I
ATU	27 Client Facilitator III

ATU	21	Client Facilitator Specialist
ATU	27	Climate Control Operator I
ATU	25	Code Enforcement Officer II
ATU	28	Construction Engineering Support Technician
ATU	32	Construction Fraud Investigator
ATU	25	Construction Inspections Support Specialist
ATU	34	Construction Inspector I
ATU	35	Construction Inspector II
ATU	37	Construction Inspector IV
ATU	31	Construction Inspector Specialist
ATU	27	Contract Monitor
ATU	27	Contract Specialist
ATU	28	Crime Analyst I
ATU	29	Crime Prevention Program Coordinator
ATU	28	Crime Scene Technician I
ATU	32	Crime Scene Technician II
ATU	14	Customer Service Clerk I
ATU	16	Customer Service Clerk II
ATU	18	Customer Service Clerk III
ATU	21	Customer Service Representative I
ATU	24	Customer Service Representative II
ATU	28	Departmental Computer Specialist
ATU	32	Departmental Vehicle & Equipment Coordinator
ATU	31	Digital Media Photographer and Editor
ATU	21	Distribution Technician I
ATU	26	Distribution Technician II
ATU	19	District Support Specialist
ATU	30	Drafting Technician II
ATU	32	Drafting Technician III (N/S)
ATU	27	Electrical Technician I
ATU	31	Electrician
ATU	29	Electronics Technician II
ATU	30	Electronics Technician III
ATU	28	Engineering Technician II
ATU	32	Engineering Technician III
ATU	32	Engineering Technician III (N/S)
ATU	25	Environmental Technician
ATU	20	Equipment Mechanic II
ATU	23	Equipment Mechanic III
ATU	26	Equipment Mechanic IV
ATU	24	Evidence Specialist
ATU	20	Evidence Technician

ATU	34	Facilities Management Planner/Scheduler
ATU	24	Facilities Technician
ATU	30	Field Services Technician II
ATU	26	Fiscal Support Representative
ATU	18	Fitness & Wellness Leader II
ATU	27	Fleet Control Technician
ATU	28	Fleet Inspections/Workload Technician
ATU	26	Fleet Mechanic II
ATU	28	Fleet Mechanic III
ATU	28	Flow Crew Technician
ATU	29	Forensic Photo and Media Technician
ATU	28	Forensics Identification Examiner
ATU	24	Fuel Control Technician
ATU	13	Gymnastics Instructor I
ATU	18	Gymnastics Instructor II
ATU	22	Gymnastics Instructor III
ATU	24	Gymnastics Instructor IV
ATU	28	Historic Preservation Certified Code Enforcement Officer
ATU	29	Historic Preservation Technician
ATU	24	Human Resources Support Specialist
ATU	28	HVAC Mechanic I
ATU	29	HVAC Mechanic II
ATU	31	I & C Electrical Technician
ATU	29	I & C Electrical Technician (1/3 Trained)
ATU	19	Imaging Operator II
ATU	22	Imaging Operator III
ATU	23	Inventory Control Technician
ATU	24	Inventory Specialist
ATU	20	Inventory Technician II
ATU	24	Lab Assistant
ATU	25	Lab Technician II
ATU	23	Landscape & Irrigation Specialist
ATU	33	Latent Fingerprint Specialist
ATU	25	Latent Print Assistant
ATU	27	Lead Automated Collection Driver
ATU	28	Lead Building Maintenance Tradesworker
ATU	28	Lead Client Facilitator
ATU	38	Lead Construction Inspector
ATU	30	Lead Electrician
ATU	33	Lead Engineering Technician
ATU	26	Lead Facilities Technician
ATU	31	Lead Fleet Mechanic
ATU	31	Lead HVAC Mechanic

ATU	27	Lead Inventory Specialist
ATU	27	Lead Roll-Off Truck Driver
ATU	17	Lead Security Guard
ATU	28	Lead Sewer Service Inspector
ATU	31	Lead Survey Technician
ATU	27	Lead Utilities Permitting Technician
ATU	25	Lead Utility Locator Technician
ATU	21	Lead Water Meter Service Attendant
ATU	18	Mailroom Clerk
ATU	26	Maintenance Electrician I
ATU	28	Maintenance Electrician II
ATU	19	Maintenance Repairer I
ATU	23	Maintenance Repairer II
ATU	24	Maintenance Repairer III
ATU	13	Marina Assistant
ATU	31	Marina Coordinator
ATU	27	Master Fleet Mechanic II
ATU	28	Master Fleet Mechanic II - EVT
ATU	29	Master Fleet Mechanic III
ATU	30	Master Fleet Mechanic III-EVT
ATU	24	Materials Coordinator
ATU	32	Mechanical/Electrical Technician (TL)
ATU	24	Narcotics Evidence Specialist
ATU	19	Neighborhood Affairs Liaison
ATU	24	Occupational Health LPN
ATU	15	Office Support Specialist I
ATU	18	Office Support Specialist II
ATU	21	Office Support Specialist III
ATU	21	Office Support Specialist III
ATU	24	Office Support Specialist IV
ATU	28	Operations Scheduling Technician
ATU	26	Paint & Body Mechanic
ATU	24	Parking Administrative Specialist
ATU	18	Parking Enforcement Specialist
ATU	22	Parking Enforcement Specialist II
ATU	27	Parking Operations Control Analyst
ATU	24	Parks and Recreation Administrative Support Technician
ATU	27	Payroll Technician
ATU	21	Personnel Assistant I
ATU	24	Personnel Assistant II
ATU	27	Personnel Technician III
ATU	25	Planning Permit Technician I
ATU	27	Plant Mechanic

ATU	19	Police Community Service Officer
ATU	34	Police Data Analyst
ATU	23	Police Facility & Security Technician
ATU	25	Police Public Records Tech
ATU	23	Police Records Data Specialist
ATU	17	Police Supply & Events Technician I
ATU	23	Police Validation Specialist
ATU	33	Polygraph Specialist
ATU	20	Production Equipment Operator
ATU	24	Production Technician I
ATU	22	Production Technician I (No Training)
ATU	27	Production Technician II
ATU	26	Production Technician II (1/2 Trained)
ATU	30	Production Technician III
ATU	32	Production Utility Team Leader
ATU	22	Public Safety Telecommunicator I
ATU	26	Public Safety Telecommunicator II
ATU	29	Public Safety Telecommunicator III
ATU	31	Pump Station Electrician
ATU	29	Purchasing Methods Specialist
ATU	24	Purchasing Technician
ATU	33	Real Estate Contract Specialist
ATU	35	Real Estate Right-of-Way Specialist
ATU	11	Recreation Instructor
ATU	22	Recreation Instructor - Intermediate
ATU	13	Recreation Leader I
ATU	18	Recreation Leader II
ATU	22	Recreation Leader III
ATU	24	Recreation Leader IV
ATU	27	Recycling Specialist
ATU	19	Refuse Collector-Driver
ATU	23	Refuse Service Inspector
ATU	24	Risk Management Support Specialist
ATU	25	Roll-Off Truck Driver
ATU	19	Scalehouse Specialist
ATU	15	Security Guard
ATU	25	Senior City Clerk Support Technician
ATU	30	Senior Code Enforcement Officer
ATU	13	Services Attendant I
ATU	15	Services Attendant II
ATU	17	Services Attendant III
ATU	20	Services Crew Leader I
ATU	22	Services Crew Leader II

ATU	24	Services Crew Leader III
ATU	34	Sewer Operations Planner/Scheduler
ATU	26	Sewer Service Inspector
ATU	29	Site Program Coordinator (Weed & Seed)
ATU	24	Small Business Development Support Specialist
ATU	21	Solid Waste Dispatcher
ATU	22	Solid Waste Driver Loader
ATU	27	Solid Waste Driver Loader - SR
ATU	34	Solid Waste Planner Scheduler
ATU	23	Solid Waste Specialty Equipment Operator
ATU	13	Special Programs Leader I
ATU	18	Special Programs Leader II
ATU	22	Special Programs Leader III
ATU	32	Specifications Officer
ATU	30	Stormwater Assessment Analytical Technician
ATU	26	Subrogation Specialist
ATU	17	Survey Aide
ATU	23	Survey Technician
ATU	18	Tennis Facility Leader
ATU	13	Tennis Instructor I
ATU	23	Traffic Control Technician I
ATU	28	Traffic Control Technician II
ATU	32	Traffic Control Technician III
ATU	24	Traffic Count Technician
ATU	27	Training Support Technician
ATU	24	Transportation Operations Technician I
ATU	28	Transportation Operations Technician II
ATU	19	Transportation Operations Technician Trainee
ATU	28	Transportation Technician II
ATU	32	Transportation Technician III
ATU	17	Tree Trimmer I
ATU	19	Tree Trimmer II
ATU	30	Treemedous Tree Project Specialist
ATU	25	Utilities Permitting Technician
ATU	32	Utilities Training Coordinator
ATU	24	Utility Administrative Support Technician
ATU	27	Utility Facility Security Officer
ATU	23	Utility Locator Technician
ATU	24	Utility Technician I
ATU	28	Utility Technician II
ATU	32	Utility Technician III
ATU	19	Utility Technician Trainee
ATU	22	Utility Watercraft Operator

ATU	28	Vehicle & Equipment Technician
ATU	28	Wastewater Collections Asset Support Specialist
ATU	34	Water Distribution Planner/Scheduler
ATU	15	Water Meter Service Attendant I
ATU	17	Water Meter Service Attendant II
ATU	19	Water Meter Service Attendant III
ATU	38	Water Plant Operations Specialist
ATU	38	Water Plant Planner/Scheduler
ATU	31	Water Plant Security System Specialist
ATU	25	Welder Metal Worker II
ATU	23	Work Order Technician
ATU	28	Work Station Support Technician I
ATU	23	WTE Crane Operator
ATU	28	WTE Electrical & Instrumentation Technician I
ATU	29	WTE Electrical & Instrumentation Technician II
ATU	34	WTE Electrical & Instrumentation Technician III
ATU	38	WTE Lead Electrical and Instrumentation Technician
ATU	34	WTE Lead Plant Mechanic
ATU	28	WTE Plant Mechanic I
ATU	29	WTE Plant Mechanic II
ATU	30	WTE Plant Mechanic III
ATU	30	WTE Plant Operator I
ATU	33	WTE Plant Operator II
ATU	22	WTE Utility Operator I
ATU	25	WTE Utility Operator II

Note: As adjustments are made in classifications, Appendix I will become out of date. Contact Employee Relations Division for verification of classifications within the bargaining unit.

Appendix II

\$1000 upon approval of budget by City Council and ratification by the union.

The following rates of pay shall be effective September 18, 2022

and reflect a 9.5% increase

Pay Grade	Minimum Rate	Maximum Rate	
009	15.00	18.53	Hourly
	600.00	741.20	Weekly
	1,200.00	1,482.40	Bi-weekly
	31,200.00	38,542.40	Annual
010	15.00	19.29	
	600.00	771.60	
	1,200.00	1,543.20	
	31,200.00	40,123.20	
011	15.00	20.07	
	600.00	802.80	
	1,200.00	1,605.60	
	31,200.00	41,745.60	
012	15.00	20.75	
	600.00	830.00	
	1,200.00	1,660.00	
	31,200.00	43,160.00	
013	15.00	21.72	
	600.00	868.80	
	1,200.00	1,737.60	
	31,200.00	45,177.60	
014	15.00	22.55	
	600.00	902.00	
	1,200.00	1,804.00	
	31,200.00	46,904.00	
015	16.44	23.38	
	657.60	935.20	
	1,315.20	1,870.40	
	34,195.20	48,630.40	
016	17.13	24.34	
	685.20	973.60	

	1,370.40	1,947.20	
	35,630.40	50,627.20	
017	17.80	25.32	
	712.00	1,012.80	
	1,424.00	2,025.60	
	37,024.00	52,665.60	
018	18.53	26.36	
	741.20	1,054.40	
	1,482.40	2,108.80	
	38,542.40	54,828.80	
019	19.29	27.40	
	771.60	1,096.00	
	1,543.20	2,192.00	
	40,123.20	56,992.00	
020	20.07	28.45	Hourly
	802.80	1,138.00	Weekly
	1,605.60	2,276.00	Bi-weekly
	41,745.60	59,176.00	Annual
021	20.75	29.67	
	830.00	1,186.80	
	1,660.00	2,373.60	
	43,160.00	61,713.60	
022	21.72	30.81	
	868.80	1,232.40	
	1,737.60	2,464.80	
	45,177.60	64,084.80	
023	22.55	32.02	
	902.00	1,280.80	
	1,804.00	2,561.60	
	46,904.00	66,601.60	
024	23.38	33.33	
	935.20	1,333.20	
	1,870.40	2,666.40	
	48,630.40	69,326.40	

025	24.34	34.63	
	973.60	1,385.20	
	1,947.20	2,770.40	
	50,627.20	72,030.40	
026	25.32	36.04	
	1,012.80	1,441.60	
	2,025.60	2,883.20	
	52,665.60	74,963.20	
027	26.36	37.51	
	1,054.40	1,500.40	
	2,108.80	3,000.80	
	54,828.80	78,020.80	
028	27.40	38.96	
	1,096.00	1,558.40	
	2,192.00	3,116.80	
	56,992.00	81,036.80	
029	28.45	40.56	
	1,138.00	1,622.40	
	2,276.00	3,244.80	
	59,176.00	84,364.80	
030	29.67	42.10	
	1,186.80	1,684.00	
	2,373.60	3,368.00	
	61,713.60	87,568.00	
031	30.81	43.85	Hourly
	1,232.40	1,754.00	Weekly
	2,464.80	3,508.00	Bi-weekly
	64,084.80	91,208.00	Annual
032	32.02	45.63	
	1,280.80	1,825.20	
	2,561.60	3,650.40	
	66,601.60	94,910.40	

033	33.33	47.42
	1,333.20	1,896.80
	2,666.40	3,793.60
	69,326.40	98,633.60
034	34.63	49.36
	1,385.20	1,974.40
	2,770.40	3,948.80
	72,030.40	102,668.80
035	36.04	51.31
	1,441.60	2,052.40
	2,883.20	4,104.80
	74,963.20	106,724.80
036	37.51	53.43
	1,500.40	2,137.20
	3,000.80	4,274.40
	78,020.80	111,134.40
037	38.96	55.58
	1,558.40	2,223.20
	3,116.80	4,446.40
	81,036.80	115,606.40
038	40.56	57.82
	1,622.40	2,312.80
	3,244.80	4,625.60
	84,364.80	120,265.60

The following rates of pay shall be effective October 1, 2023

and reflect a 4.5% increase

Pay Grade	Minimum Rate	Maximum Rate	
009	15.00	19.36	Hourly
	600.00	774.40	Weekly
	1,200.00	1,548.80	Bi-weekly
	31,200.00	40,268.80	Annual
010	15.00	20.16	
	600.00	806.40	
	1,200.00	1,612.80	
	31,200.00	41,932.80	
011	15.00	20.97	
	600.00	838.80	
	1,200.00	1,677.60	
	31,200.00	43,617.60	
012	15.00	21.68	
	600.00	867.20	
	1,200.00	1,734.40	
	31,200.00	45,094.40	
013	15.00	22.70	
	600.00	908.00	
	1,200.00	1,816.00	
	31,200.00	47,216.00	
014	15.00	23.56	
	600.00	942.40	
	1,200.00	1,884.80	
	31,200.00	49,004.80	
015	17.18	24.43	
	687.20	977.20	
	1,374.40	1,954.40	
	35,734.40	50,814.40	
016	17.90	25.44	
	716.00	1,017.60	
	1,432.00	2,035.20	
	37,232.00	52,915.20	

017	18.60	26.46	
	744.00	1,058.40	
	1,488.00	2,116.80	
	38,688.00	55,036.80	
018	19.36	27.55	
	774.40	1,102.00	
	1,548.80	2,204.00	
	40,268.80	57,304.00	
019	20.16	28.63	
	806.40	1,145.20	
	1,612.80	2,290.40	
	41,932.80	59,550.40	
020	20.97	29.73	Hourly
	838.80	1,189.20	Weekly
	1,677.60	2,378.40	Bi-weekly
	43,617.60	61,838.40	Annual
021	21.68	31.01	
	867.20	1,240.40	
	1,734.40	2,480.80	
	45,094.40	64,500.80	
022	22.70	32.20	
	908.00	1,288.00	
	1,816.00	2,576.00	
	47,216.00	66,976.00	
023	23.56	33.46	
	942.40	1,338.40	
	1,884.80	2,676.80	
	49,004.80	69,596.80	
024	24.43	34.83	
	977.20	1,393.20	
	1,954.40	2,786.40	
	50,814.40	72,446.40	
025	25.44	36.19	
	1,017.60	1,447.60	

	2,035.20	2,895.20	
	52,915.20	75,275.20	
026	26.46	37.66	
	1,058.40	1,506.40	
	2,116.80	3,012.80	
	55,036.80	78,332.80	
027	27.55	39.20	
	1,102.00	1,568.00	
	2,204.00	3,136.00	
	57,304.00	81,536.00	
028	28.63	40.71	
	1,145.20	1,628.40	
	2,290.40	3,256.80	
	59,550.40	84,676.80	
029	29.73	42.39	
	1,189.20	1,695.60	
	2,378.40	3,391.20	
	61,838.40	88,171.20	
030	31.01	43.99	
	1,240.40	1,759.60	
	2,480.80	3,519.20	
	64,500.80	91,499.20	
031	32.20	45.82	Hourly
	1,288.00	1,832.80	Weekly
	2,576.00	3,665.60	Bi-weekly
	66,976.00	95,305.60	Annual
032	33.46	47.68	
	1,338.40	1,907.20	
	2,676.80	3,814.40	
	69,596.80	99,174.40	
033	34.83	49.55	
	1,393.20	1,982.00	
	2,786.40	3,964.00	
	72,446.40	103,064.00	

034	36.19	51.58
	1,447.60	2,063.20
	2,895.20	4,126.40
	75,275.20	107,286.40
035	37.66	53.62
	1,506.40	2,144.80
	3,012.80	4,289.60
	78,332.80	111,529.60
036	39.20	55.83
	1,568.00	2,233.20
	3,136.00	4,466.40
	81,536.00	116,126.40
037	40.71	58.08
	1,628.40	2,323.20
	3,256.80	4,646.40
	84,676.80	120,806.40
038	42.39	60.42
	1,695.60	2,416.80
	3,391.20	4,833.60
	88,171.20	125,673.60

The following rates of pay shall be effective September 29, 2024

and reflect a 4.5% increase

Pay Grade	Minimum Rate	Maximum Rate	
009	15.00	20.23	Hourly
	600.00	809.20	Weekly
	1,200.00	1,618.40	Bi-weekly
	31,200.00	42,078.40	Annual
010	15.00	21.07	
	600.00	842.80	
	1,200.00	1,685.60	
	31,200.00	43,825.60	
011	15.00	21.91	
	600.00	876.40	
	1,200.00	1,752.80	
	31,200.00	45,572.80	
012	15.00	22.66	
	600.00	906.40	
	1,200.00	1,812.80	
	31,200.00	47,132.80	
013	15.00	23.72	
	600.00	948.80	
	1,200.00	1,897.60	
	31,200.00	49,337.60	
014	15.00	24.62	
	600.00	984.80	
	1,200.00	1,969.60	
	31,200.00	51,209.60	
015	17.95	25.53	
	718.00	1,021.20	
	1,436.00	2,042.40	
	37,336.00	53,102.40	
016	18.71	26.58	
	748.40	1,063.20	
	1,496.80	2,126.40	
	38,916.80	55,286.40	

017	19.44	27.65	
	777.60	1,106.00	
	1,555.20	2,212.00	
	40,435.20	57,512.00	
018	20.23	28.79	
	809.20	1,151.60	
	1,618.40	2,303.20	
	42,078.40	59,883.20	
019	21.07	29.92	
	842.80	1,196.80	
	1,685.60	2,393.60	
	43,825.60	62,233.60	
020	21.91	31.07	Hourly
	876.40	1,242.80	Weekly
	1,752.80	2,485.60	Bi-weekly
	45,572.80	64,625.60	Annual
021	22.66	32.41	
	906.40	1,296.40	
	1,812.80	2,592.80	
	47,132.80	67,412.80	
022	23.72	33.65	
	948.80	1,346.00	
	1,897.60	2,692.00	
	49,337.60	69,992.00	
023	24.62	34.97	
	984.80	1,398.80	
	1,969.60	2,797.60	
	51,209.60	72,737.60	
024	25.53	36.40	
	1,021.20	1,456.00	
	2,042.40	2,912.00	
	53,102.40	75,712.00	
025	26.58	37.82	
	1,063.20	1,512.80	

	2,126.40	3,025.60	
	55,286.40	78,665.60	
026	27.65	39.35	
	1,106.00	1,574.00	
	2,212.00	3,148.00	
	57,512.00	81,848.00	
027	28.79	40.96	
	1,151.60	1,638.40	
	2,303.20	3,276.80	
	59,883.20	85,196.80	
028	29.92	42.54	
	1,196.80	1,701.60	
	2,393.60	3,403.20	
	62,233.60	88,483.20	
029	31.07	44.30	
	1,242.80	1,772.00	
	2,485.60	3,544.00	
	64,625.60	92,144.00	
030	32.41	45.97	
	1,296.40	1,838.80	
	2,592.80	3,677.60	
	67,412.80	95,617.60	
031	33.65	47.88	Hourly
	1,346.00	1,915.20	Weekly
	2,692.00	3,830.40	Bi-weekly
	69,992.00	99,590.40	Annual
032	34.97	49.83	
	1,398.80	1,993.20	
	2,797.60	3,986.40	
	72,737.60	103,646.40	
033	36.40	51.78	
	1,456.00	2,071.20	
	2,912.00	4,142.40	
	75,712.00	107,702.40	

034	37.82	53.90
	1,512.80	2,156.00
	3,025.60	4,312.00
	78,665.60	112,112.00
035	39.35	56.03
	1,574.00	2,241.20
	3,148.00	4,482.40
	81,848.00	116,542.40
036	40.96	58.34
	1,638.40	2,333.60
	3,276.80	4,667.20
	85,196.80	121,347.20
037	42.54	60.69
	1,701.60	2,427.60
	3,403.20	4,855.20
	88,483.20	126,235.20
038	44.30	63.14
	1,772.00	2,525.60
	3,544.00	5,051.20
	92,144.00	131,331.20

Appendix III

This is to confirm our agreement that during the life of the collective bargaining agreement, the City of Tampa and the ATU Local 1464 have agreed that upon the request of the union or the City, negotiations will resume in regard to pension matters.

City of Tampa Personnel Manual

B. Directives and Benefits

B1.1 Equal Opportunity

Issue Date: 08/18/14

B1.1A Policy

1. It is the policy of the City of Tampa government to provide equal treatment of all persons without regard to race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status. The City endorses and requires compliance with applicable state and federal laws, including but not limited to the Civil Rights Act of 1991 and the Americans with Disabilities Act (ADA), to ensure equal employment opportunity and equal access to public services.
2. All managers and supervisors are expected and required to insure that this policy is fully implemented and vigorously enforced.
3. All department directors are responsible for verification that managers, supervisors, and employees attend mandatory training regarding discriminatory conduct including specific cultural diversity training and Americans With Disabilities Act training. As is always the case when failure to meet directives occurs, disciplinary action shall be considered when supervisors fail to attend scheduled training or fail to ensure that subordinate employees attend scheduled training.
4. Employment
 - a. It is the policy of the City of Tampa government to provide equal opportunity in employment for all qualified persons; to prohibit discrimination in employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status, marital status, or membership/nonmembership in any labor organization; and to promote the full realization of equal employment opportunity through positive and continuing programs.
 - b. This policy of equal employment opportunity applies to every aspect of the City of Tampa employment policies and practices. It includes providing reasonable accommodations to the known physical and mental limitations of qualified disabled applicants and employees in order for them to perform the essential functions of the job in question. Any and all such reasonable accommodations will be provided on an individual basis in the most cost effective manner available unless the provision of such accommodations would create an undue hardship.
 - c. It is also the intent of the City of Tampa to comply in all respects with equal opportunity laws and provisions and to establish affirmative action plans to accomplish the City's goals of hiring and promoting when there is minority or female underutilization.
 - d. Inappropriate behavior or harassment on the job because of

race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status, is prohibited by state and federal laws and/or by this directive of the City of Tampa. This includes actions ranging from blatant physical or verbal aggression to subtle coercion through touching or in any manner seeking sexual favors. Sexual advances and other offensive verbal or physical conduct which is discriminatory will not be condoned when such interferes with the individual's work performance, is either explicitly or inexplicably made a term or condition of employment or other job related decisions.

e. The City of Tampa ADA Grievance Procedure is available to employees with discrimination complaints. The City of Tampa's Office of Human Rights investigates employee complaints regarding race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The Human Resources Department conducts management investigations regarding allegations of violations (see B1.1, B1.2, B23.1, B23.2) and is responsible for the City's response to complaints filed with local, state or federal agencies.

5. Services

a. Employees have the responsibility to provide services to the public without regard to the person's race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status.

b. Assistance for providing reasonable accommodations for the delivery of services in accordance with the Americans With Disabilities Act is provided by the Human Resources Department. Complaints regarding violations of the Americans With Disabilities Act are processed through the City of Tampa ADA Grievance procedure. All complaints will be thoroughly investigated by the Human Resources Department.

Issue Date: 08/18/14

City of Tampa Personnel Manual

B. Directives and Benefits

B1.2 Discriminatory Conduct

Issue Date: 10/5/20

B1.2 Policy

1. The City of Tampa is committed to the equal treatment of all persons, without regard to race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status. As part of that commitment, the City has forbidden its employees the use of slurs, derogatory comments, or any other physical or verbal conduct directed at or based upon another person's race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status.
2. Such incidents threaten the safety, security and well-being of not only those against whom they are directed, but all who live and work here as well. They give the erroneous impression that the City of Tampa and its officials and employees do not accept the concepts of equal opportunity and treatment under the law. For these reasons, the City considers these incidents to be among the most serious violations of City policy which an employee can commit and deserving of serious disciplinary action up to and including dismissal.
3. This policy will be stringently and uniformly applied. The words and conduct treated in this policy have no place in the City of Tampa and will not be tolerated.
4. Employees shall not engage in offensive verbal or physical conduct directed against an employee, a citizen, or any other person or member of the public based upon race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status. Employees are also forbidden from such conduct while off duty, if such conduct adversely affects the employee's ability to perform his or her City duties.
5. All managers and supervisors are expected and required to ensure that this policy is fully implemented and vigorously enforced.
6. Any complaints concerning employee violations will be thoroughly investigated by the Human Resources Department for immediate and corrective action as warranted. Additionally, to facilitate higher accountability and city-wide standardization, all B1.2 matters will be brought to the Mayor's Executive briefings through the Chief of Staff. This will further ensure standardization in the application of discipline for B1.2 violations.
7. Violation of this policy shall be grounds for immediate dismissal in the absence of extenuating circumstances, but in no case shall the disciplinary action for a violation be less than a suspension without pay for fifteen working days, and if suspended, will require mandatory retraining on diversity and be able to demonstrate comprehension of course material..
8. Investigations and disciplinary action administered shall continue to be conducted in accordance with any applicable federal, state, or local laws regarding the methods of investigations, complaint reviews, and employee rights of appeal.

Issue Date: 10/5/20

City of Tampa Personnel Manual

B. Directives and Benefits

B28.1 Discipline Administration

Issue Date: 10/11/13

B28.1A. Policy

1. Purpose - The City recognizes that the interest of the community and the job security of its employees depends upon the City's success in providing proper and efficient services to the community. To this end, the City encourages to the fullest degree, employee behavior which is positive and supportive of the goals of effective municipal management. The City and its employees recognize the need for progressive and appropriate disciplinary action when an employee's conduct and job performance are inconsistent with these goals.

2. Responsibilities

a. First-line supervisors and middle management are responsible for monitoring, evaluating, and documenting the conduct and job performance of employees under their supervision.

b. Department directors are responsible for managing their first-line supervisors and middle managers in the formulation of conduct and job performance standards and for the administration of discipline in their assigned department.

c. The Director of Human Resources (or designee) is responsible for monitoring all disciplinary action for City employees to insure that basic employee rights are protected and to insure that appropriate and consistent action are taken. The Director of shall have the authority to void or alter any disciplinary action which is inconsistent with City policy and/or objectives in the area of discipline administration.

B28.1B. Progressive Discipline Administration

Disciplinary action may be taken for any just cause. Generally, employee misconduct should be dealt with using a progression of disciplinary actions. Exceptions to this progressive system shall be made in cases of major misconduct. In certain situations, demotion may be used in progressive discipline administration. This policy shall apply only to classified City employees who have successfully completed the entrance probationary period. Individuals serving entrance probationary periods and/or individuals employed in any unclassified position, as defined by the Civil Service Law and/or Rules and Regulations, shall be disciplined in a manner determined appropriate by the Director of Human Resources.

1. ORAL ADMONISHMENT

a. An oral admonishment consists of a supervisor verbally warning an employee concerning their behavior or work performance and counseling the employee on how to improve.

b. The supervisor should make a written record of the counseling session for their own file (pending evaluation file). The employee's

initials should be obtained on this notation to indicate receipt of the oral admonishment. The employee's initials do not imply agreement. If the employee refuses to initial the record, the supervisor should note this refusal on the record.

2. WRITTEN WARNING OR REPRIMAND

a. A written reprimand is used when an oral admonishment has not resulted in a satisfactory change in the employee's conduct or when an oral admonishment is deemed insufficient for the offense. It also must be used whenever an employee is absent without leave, (AWL).

b. A written reprimand is administered through the use of a Notice of Disciplinary Action (DA-88). The following information should be included:

1) Reference to recent oral admonishments or counseling on similar violations or conduct.

2) Specific charge of misconduct. Reference should be made to the City or department rules, supervisory order, or other directive which has been violated.

3) Management's expectations regarding proper conduct and/or performance.

4) Warning regarding management's course of action if the employee fails to correct the performance and/or behavior in the future.

5) The supervisor's signature and date.

6) The department director's (or designee's) signature and date.

7) The employee's signature which acknowledges receipt of the reprimand and the date of receipt. The employee's signature does not imply agreement. If the employee refuses to sign the written reprimand, the supervisor should note this action on the document.

c. To present the reprimand, the supervisor should meet with the employee, explain the necessity for disciplinary action, give a copy of the reprimand to the employee, and have the employee acknowledge receipt.

d. The copies of the written reprimand are placed in the employee's supervisor's pending file and in the employee's personnel file at the Department of Human Resources. Written reprimands and notices of misconduct shall not be placed in the employee's pending or personnel files before the employee has been informed of such action.

3. SUSPENSION

a. A suspension is used when a written warning or reprimand has not resulted in a satisfactory change in the employee's conduct or when a written warning or reprimand does not adequately address the severity of the offense.

b. Before completing or processing the Notice of Disciplinary Action (DA-88) the department director (or designee) must conduct a predisciplinary hearing as provided in B28.1 C.

c. The suspension is administered using the Notice of Disciplinary Action form (DA88). The document should contain the following information:

- 1) Reference to previous disciplinary action including oral admonishments, written reprimands and/or suspensions, as well as other counseling or efforts to correct the performance and/or conduct of the employee.
- 2) Specific charge of misconduct. Reference should be made to the City or departmental rules, supervisory order, or other directive which has been violated.
- 3) Management's expectations regarding proper conduct and/ or performance.
- 4) Warning regarding management's course of action if the employee fails to correct the performance and/or behavior in the future.
- 5) The date of the pre-disciplinary hearing.
- 6) The supervisor's signature and date.
- 7) The department director's (or designee's) signature and date.
- 8) The employee's signature which acknowledges receipt of the suspension document and the date of receipt. The employee's signature does not imply agreement. If the employee refuses to sign the document, the supervisor should note this action on the document.

d. The copies of the disciplinary action are placed in the employee's supervisor's pending file and in the employee's personnel file at the Department of Human Resources. Disciplinary action and notices of misconduct shall not be placed in the employee's pending or personnel files before the employee has been informed of such action.

4. DISMISSAL

a. A dismissal is initiated when all previous disciplinary actions have failed to bring a satisfactory change in an employee's conduct, or when a lesser action does not adequately address the severity of the offense.

b. Before completing or processing the Notice of Disciplinary Action (DA88), the department director (or designee) must conduct a predisciplinary hearing as provided in B28.1 C.

c. The dismissal is administered using the Notice of Disciplinary Action form (DA88). The document should contain the following information:

- 1) Reference to previous disciplinary action, including oral admonishments, written reprimands and/or suspensions, as well as other counseling or efforts to correct the performance

and/or conduct of the employee.

2) Specific charge of misconduct. Reference should be made to the City or departmental rules, supervisory order, or other directive which has been violated.

3) The date of the pre-disciplinary hearing.

4) The supervisor's signature and date.

5) The department director's (or designee's) signature and date.

6) The employee's signature which acknowledges receipt of the dismissal document and the date of receipt. The employee's signature does not imply agreement. If the employee refuses to sign the document, the supervisor should note this action on the document.

d. The copies of the disciplinary action are placed in the employee's supervisor's pending file and in the employee's personnel file at the Department of Human Resources. Disciplinary action and notices of misconduct shall not be placed in the employee's personnel files before the employee has been informed of such action.

5. DEMOTION

a. A disciplinary demotion may be appropriate in instances of failure of an employee to perform up to accepted work performance expectations and/or when less severe forms of disciplinary action have failed to bring about the necessary improvements in performance levels or conduct.

b. Before completing or processing the Notice of Disciplinary Action (DA-88) the department director (or designee) must conduct a predisciplinary hearing as provided in B28.1C.

c. The demotion is administered using the Notice of Disciplinary Action form (DA88). The document should contain the following information.

1) Reference to previous disciplinary action including oral admonishments, written reprimands and/or suspensions, as well as other counseling or efforts to correct the performance and/or conduct of the employee.

2) Specific charge of misconduct. Reference should be made to the City or departmental rules, supervisory order, or other directive which has been violated.

3) Management's expectations regarding proper conduct and/ or performance.

4) Warning regarding management's course of action if the employee fails to correct the performance and/or behavior in the future.

5) The date of the pre-disciplinary hearing.

6) The supervisor's signature and date.

7) The department director's (or designee's) signature and date.

8) The employee's signature which acknowledges receipt of the demotion document and the date of receipt. The employee's

signature does not imply agreement. If the employee refuses to sign the document, the supervisor should note this action on the document.

d. For determination of the employee's pay rate after a demotion, refer to B18.1 (Salary Administration).

e. The copies of the disciplinary action are placed in the employee's supervisor's pending file and in the employee's personnel file at the Department of Human Resources. Disciplinary action and notices of misconduct shall not be placed in the employee's personnel files before the employee has been informed of such action.

6. OTHER

a. Payment For Lost or Damaged Equipment: Disciplinary actions may also require payment by an employee for lost or damaged equipment due to negligence, up to a maximum of \$350. Payment shall be made through payroll deductions not to exceed two (2) hours of pay per biweekly pay period (or one hour pay per weekly pay period). Upon separation, any balance due shall be deducted from the employee's separation pay. The requirement for this payment shall be included as part of the disciplinary action (i.e. written reprimand, suspension, demotion, dismissal).

b. The administration of discipline in the form of an oral admonishment, written reprimand, demotion, or suspension does not preclude additional efforts to improve the employee's performance or job conduct. Techniques such as specialized training classes, Employee Assistance Program referral (see B33), defensive driving classes, special performance evaluations, etc., may be used. These actions may be documented either in conjunction with disciplinary action or separately (i.e. in the form of a job assignment or counseling).

B28.1C Pre-disciplinary Hearings

1. Purpose - A pre-disciplinary hearing is provided to all classified, nonprobationary employees prior to the imposition of a suspension, demotion, or dismissal. The hearing provides employees the opportunity to refute or clarify the events leading to the disciplinary action and fulfills due process requirements.

2. Scheduling - The Department Director (or designee) must schedule a predisciplinary hearing upon awareness that a suspension, demotion, or dismissal may be imposed as a result of employee misconduct or substandard performance.

a. Notice of the hearing must be given to the employee in writing at least forty-eight (48) hours prior to the meeting, along with a copy of the Notice of Disciplinary Action. The Notice of Disciplinary Action should be partially completed at this stage, only to include the pending charges, (the decision of what type of disciplinary action will occur will not be made until the hearing is conducted). The notice of the hearing

shall include confirmation that the employee has received the notice (employee signature).

3. Conducting Pre-disciplinary Hearings - At the hearing, the department director (or designee):

- a. Confirms that the employee has received a copy of the charges;
- b. Explains the charges and the type of disciplinary action being contemplated;
- c. Provides the employee with an opportunity to offer any contrary evidence, explanation, and/or comments.

4. Making the Disciplinary Decision.

- a. After the steps in #3 above have been satisfied, the employee is told to leave the hearing. At this time management representatives discuss the appropriate action and a decision is made by management;
- b. The employee is then asked to return to the room and is informed of the decision.

5. Postponement of Hearings - Hearings may be postponed, rescheduled, or continued in the event that an employee's union representative (see #6) is not available (if a bargaining unit employee) or if the department director determines that further investigation of the case is necessary. Delays must be for reasonable circumstances for a reasonable length of time.

- a. Employees who fail to appear or fail to reschedule their predisciplinary hearing will forfeit their right to a predisciplinary hearing.

The right to appeal actions through the appropriate procedures is not affected.

6. Employee Representation - Union representatives, including union appointed legal counsel, may attend hearings involving bargaining unit employees. It is the responsibility of the employee to arrange for union representation if it is desired. Attorneys or other representatives shall not be permitted to attend pre-disciplinary hearings for non-bargaining unit employees.

B28.1D Summary Action

1. In the event that a department director (or designee) concludes that immediate removal of the employee from the work site is necessary for public interest or safety, the employee may be summarily suspended without pay pending a pre-disciplinary hearing. The employee is informed to leave the work site and is informed of the schedule for a pre-disciplinary hearing as soon as practicable.

Issue Date: 10/11/13

City of Tampa Personnel Manual

B. Directives and Benefits

B28.2 Discipline Administration – Cause for Dismissal

Issue Date: 4/15/10

B28.2A. Policy

1. Purpose - This policy is provided as definition of the types of conduct and/or performance which may be considered cause for dismissal of City of Tampa employees.

2. Employees may be dismissed from employment for a variety of causes. The examples of misconduct and/or unsatisfactory performance enumerated in this policy for which dismissal is considered appropriate are not all inclusive. A listing of every instance for which dismissal may be appropriate is, of course, an impossibility. The City does not desire that improper conduct not listed herein be considered as proper or condoned due to its omission from this policy. City employees are also subject to disciplinary action as specified in other City policies, labor agreements or other rules and regulations.

3. The City of Tampa Civil Service Rules and Regulations authorize the City to dismiss employees due to incompetence, insubordination, neglect of duty, moral turpitude, and/or breach of peace (Article J. Section 4.a.). The types of conduct and/or performance which fall into these categories which may be considered cause for dismissal are listed below. As stated above, these lists are not all-inclusive.

a. Incompetence

- 1) Inability to perform up to accepted work standards.
- 2) Habitual tardiness, absenteeism and/or abuse of leave privileges.
- 3) Failure to obtain or to maintain licenses, certifications and/or other professional credentials required for employment.
- 4) Failure to notify appropriate City officials of the loss of any license, certification or other credential required for employment.
- 5) Failure to provide information required for employment, including but not limited to disclosure of any arrest prior to reporting to work following the arrest.

b. Insubordination

- 1) Repeated violations of City and/or Departmental rules or directives.
- 2) Disregard for or repeated failure to follow the instruction or direction of a supervisor.
- 3) Refusal to sign and/or complete documents required for employment.

- 4) Refusal to have fingerprints or photograph taken for a legitimate City purpose.
- 5) Disorderly or inappropriate physical or verbal conduct.
- 6) Refusal to cooperate fully in any internal or other investigation or hearing.
- 7) Failure to provide timely and acceptable documentation to support a request for leave.
- 8) Inappropriate use of City identification, including uniforms.
- 9) Granting permission to a subordinate to violate any rule, policy or regulation, whether explicit or condoned through inaction.

c. Neglect of Duty

- 1) Causing damage or loss of public or private property and equipment through negligence or willful misconduct.
- 2) Excessive or repeated waste of supplies and/or materials.
- 3) An absence without approved leave of three consecutive work days.
- 4) Failure to return to work after an approved leave of absence.
- 5) Involvement in excessive accidents or safety violations.
- 6) Operating a City vehicle without the type of valid license required for operation of the vehicle.
- 7) Operating a City vehicle or equipment in a wanton disregard for safety.
- 8) Failure to report any on-the-job accident or injury in a timely manner.
- 9) Use of City equipment, including vehicles, for any unauthorized purpose.
- 10) Failure to notify supervisor of any use of prescription or other medication that may impair performance.
- 11) Unauthorized release of information or records.
- 12) Unauthorized vending or solicitation on City property.

d. Moral Turpitude

- 1) Falsification, misrepresentation, or material omission of statements, testimony, or any document or record completed in the course of employment or in obtaining employment, including group insurance claims.
- 2) Violation of City Code or other City policies relating to impartiality, use of public property, conflict of interest, disclosure and/or confidentiality.
- 3) Arrest for a felony.
- 4) Arrest for a misdemeanor involving moral turpitude or any 1st degree misdemeanor.
- 5) Attempting to coerce or influence a member of the public, fellow employees, subordinates or supervisor with gifts, services, loans or other considerations or accepting same as

described in B23 of the City of Tampa Personnel Manual, Conflict of Interest or the City of Tampa Code of Ethics.

- 6) Violation of any Florida Statute dealing with labor organizations.
- 7) Violating City ordinance or regulations regarding political activity.
- 8) Violating City policy or state law regarding nepotism.
- 9) Engaging in any employment, activity or enterprise which is illegal, incompatible or in technical conflict with the employee's duties and responsibilities as a City employee.
- 10) Refusal to provide information required through the course of employment.
- 11) Theft or unauthorized removal or use of City property.
- 12) Failure to report salary overpayments.
- 13) Operating a City vehicle or equipment or reporting to work while under the influence of alcohol or controlled substance(s).
- 14) Possession of alcohol or controlled substance(s) while on duty or on City property.
- 15) Refusal to submit to substance abuse testing or to follow through with treatment or follow up testing as described in B33 of the City of Tampa Personnel Manual, Employee Assistance Program.
- 16) Violation of B1.2 of the City of Tampa Personnel Manual, Discriminatory Conduct in accordance with the guidelines set forth in B1.2.

e. Breach of Peace

- 1) Being offensive or antagonistic, either physically or verbally, toward any City employee or member of the public at any time.
- 2) Threatening, conspiring to commit, attempting or actually committing any assault or battery upon any City employee or member of the public, on City property, during working hours or as a result of City employment.
- 3) Possession or use of firearms, explosives or other weapon during work hours or at any time on City property or in City vehicles unless authorized by the Mayor.
 - a) Department directors shall be responsible for requesting authorization from the Mayor for the appropriate departmental employees. A record, listing the employee name, employee identification number, position number, job title, justification, applicable gun permit, and training, shall be submitted to the Mayor for review and authorization by June 15, 1994. Said record shall be resubmitted each time an authorized employee changes position or the department director is recommending additions or deletions and provided that

each departmental listing shall be updated for review semi-annually and submitted to the Mayor on October 1 and April 1 of each year. The appropriate gun permit shall be required before any authorization occurs.

b) Exception. Persons employed as certified law enforcement officers or the Fire Tactical Medical Response Team shall receive authorization from the Police Chief.

4) Disruption of City operations, functions or services.

4. Reinstatement Following Arrest - Any employee who has been dismissed from the City of Tampa because of an arrest by any law enforcement agency may be considered for reinstatement to a position in the City of Tampa, provided that the employee is acquitted after a trial on the merits or all charges are dismissed by the State Attorney's office. The employee shall notify the Director of Human Resources, in writing, of the request for reinstatement within five (5) working days following the determination of acquittal and shall include proof of the acquittal. An employee not eligible for reinstatement may be eligible for re-employment following the normal application, certification of eligibility, and selection procedures.

a. Any employee who is scheduled to be dismissed because of an arrest as specified above, may request to be placed on a personal leave of absence for a maximum of sixty (60) days. Additional extensions may be requested and provided by the Director of Human Resources in accordance with B9. At the expiration of the leave of absence, the employee shall be dismissed unless eligible for reinstatement as provided above.