AGREEMENT

between

CITY OF TAMPA

and

TAMPA POLICE BENEVOLENT ASSOCIATION, INC.

October 1, 2025, through September 30, 2028

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AGREEMENT/PREAMBLE

THIS AGREEMENT is entered into as of this 16th day of September, 2025, between the City of Tampa, Florida, and the Tampa Police Benevolent Association, hereinafter referred to as the “PBA”. It is the intent and purpose of this Agreement to assure a sound and harmonious 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 basic and full agreements between the parties concerning rates of pay, wages, hours and other terms and conditions of employment. There shall be no individual agreement contrary to the terms herein provided. Either party hereto shall be entitled to require a specific performance of the provisions of this Agreement. It is understood that the City and the employees covered by this Agreement are engaged in furnishing essential public services which vitally affect the health, safety, comfort and general wellbeing of the public and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1
RECOGNITION

1.1 The City recognizes the PBA as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, effective January 1, 1975, for all Police Officers, Detectives, Corporals, Police Aircraft Pilots, Sergeants and such other classifications or assignments as may be provided by law.

1.2 The term "Employee," as used in this Agreement, means a full-time permanent employee in the bargaining unit, including probationary employees; provided, however, grievances filed by entrance probationary employees shall only proceed to the fourth step of the Grievance Procedure where the issue is discipline or discharge.

1.3 For topics not covered in this collective bargaining agreement or any Departmental policy or procedure, employees shall refer to the Personnel Manual.

ARTICLE 2
REPRESENTATIVES OF THE PARTIES

2.1 The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term 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 right 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 create new job classifications; to establish and change work schedules and assignments; to transfer, or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; 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, provided that wage rates, overtime and other monetary benefits 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
GRIEVANCE PROCEDURE

4.1 A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement including rights or working conditions, provided however that employees or the PBA shall not be eligible to file grievances regarding pending file entries except when the pending file entry is the result of a sustained IA investigation.

4.2 All grievances filed shall refer to the specific section of this Agreement upon which the grievance is based and shall contain a concise statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure 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.

Step 1. The aggrieved employee shall present their grievance in writing on the appropriate form to their immediate supervisor within fourteen (14) calendar days of the occurrence or the date on which they knew or should have known of the action giving rise to the grievance. The employee is encouraged to submit the grievance electronically. Upon receipt, the supervisor shall then acknowledge the grievance. The aggrieved employee may request that PBA representation be present. Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing via electronic communication to the aggrieved employee within fourteen (14) calendar days from the date the grievance was presented to him/her. Although responses at Step 1 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step 1 grievance response as provided herein.

Step 2. If the grievance is not settled in the first step and the aggrieved employee desires to appeal the decision in the first step, then within fourteen (14) calendar days of the date of the answer in the first step, the grievance shall be presented by the employee to the appropriate Division Commander (or designee) via electronic communication. In the

event that the employee is assigned to a bureau which reports directly to an Assistant Chief then the employee shall present the grievance to the Assistant Chief. If the employee's bureau reports to the Chief of Police then the employee shall proceed to Step 3 of the grievance procedure. The Division Commander shall review the facts concerning the alleged grievance and shall, within fourteen (14) calendar days following receipt of the written grievance meet with the aggrieved employee. The aggrieved employee at their option may be accompanied at this meeting by PBA representation. The Division Commander (or designee) shall notify the employee of their decision in writing not later than fourteen (14) calendar days following the meeting date. The response will be provided electronically.

Step 3. If the grievance is not settled at the second step and the aggrieved employee desires to appeal the decision in the second step, then within fourteen (14) calendar days of the date of notification from the Division Commander (or designee), the written grievance shall be presented by the employee to the Chief of Police through the appropriate Assistant Chief via electronic communication. The Chief of Police shall review the facts concerning the alleged grievance and shall, within fourteen (14) calendar days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee at their option may be accompanied at this meeting by PBA representation. The Chief of Police (or designee) shall notify the aggrieved employee of their decision in writing not later than fourteen (14) calendar days following the meeting date. This response will be provided electronically.

Step 4. If the grievance is still unresolved and the aggrieved employee desires to appeal the decision in the third step, the employee shall submit the grievance and all responses to the Director of Human Resources and Talent Development (or designee) within fourteen (14) calendar days of the date of the response from the Chief of Police (or designee) via electronic communication. Within fourteen (14) calendar days of the date of submission to the Director of Human Resources of the grievance, the Director of Human Resources and Talent Development (or designee) shall meet with the aggrieved employee to discuss the grievance. The aggrieved employee, at their option, may be accompanied at this meeting by PBA representation. The Director of Human Resources

(or designee) shall then notify the aggrieved employee of the decision in writing within fourteen (14) calendar days of the date of the meeting. This response will be provided electronically.

4.3 Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, their own grievances in person or by legal counsel, to the City and having such grievances adjusted without the intervention of the PBA, if the adjustment is not inconsistent with the terms of this collective bargaining agreement and if the PBA has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances, provided however, that the PBA shall retain exclusively its right to appeal grievances to final and binding arbitration.

4.4 In the event that the grievance is unresolved, the matter shall be submitted to final and binding arbitration as provided in this section.

4.4.1 Within fourteen (14) calendar days of the date of the decision of the Director of Human Resources, the PBA shall notify the Director of Human Resources of the intent to arbitrate. The PBA shall request a list of arbitrators within forty-five (45) calendar days. The City and the PBA shall select the arbitrator from a list of not less than seven (7) names submitted by the Federal Mediation and Conciliation Service (FMCS) within twenty-one (21) calendar days from receipt of said list. The selection shall be made by alternately striking names and the remaining name shall be the arbitrator.

The PBA and the City shall alternate striking the first name from the list every other arbitration. The PBA shall provide payment of the FMCS filing fee. In the event that the parties mutually agree, before any striking of names occurs, that the list of arbitrators is unsatisfactory, a new panel may be requested.

4.4.2 As promptly as can be arranged but not more than ninety (90) calendar days unless mutually agreed by the City and the PBA, the arbitration hearing shall be held. In the event the arbitrator selected is not available within a reasonable time period the parties may mutually agree to select another arbitrator from the list. Each party shall pay its own expense for its representative, counsel and witnesses.

The fees of the arbitrator and other expenses of arbitration, shall be shared equally by the City and the aggrieved party. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall limit their decision strictly to the interpretation, application and enforcement of this Agreement and shall have no power to amend, add to or subtract from the terms of the Agreement.

4.5 The time limits contained herein shall be extended for fourteen (14) calendar days upon written notification of either party via electronic communication. Any extension greater than fourteen (14) calendar days may be extended by mutual agreement in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by Management. Failure by Management to observe time limits for any step of the grievance procedure shall result in automatic advancement of the grievance to the next step. However, the grieving employee or the PBA must notify the next step that the time limit has expired resulting in an appeal to the next step. If the City fails to respond within the time limits specified with respect to Step 4, 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. Calendar days shall not include designated City holidays.

4.6 All unit members 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. The employee shall select the process to be used on the form provided at the time of the filing of the grievance. The employee may have the right to be represented by a PBA representative and shall have the right to be represented by any other person of the employee's choice before the Civil Service Board.

4.7 The PBA shall have the right to file grievances in the third step of the grievance procedure in any nondisciplinary matter involving the interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the PBA can factually demonstrate:

(a) That the matter is covered by a provision of the Agreement; and,

(b) That the matter involves the interpretation or application of that provision; and,

(c) The grievance does not seek to add to or subtract from any provision of the Agreement; and,

(d) The subject matter of the grievance is general in nature having application to a majority of the members of the unit.

4.8 Grievances regarding oral admonishments and letters of counseling, authored by a Captain or above, shall enter the grievance process at the second step. Said grievance shall be filed with the Division Commander (or designee) within fourteen (14) calendar days of the occurrence or the date on which the grievant knew or should have known of the action giving rise to the grievance. Grievances regarding written reprimands, suspensions, demotions, or dismissals shall enter the grievance procedure at the third step. Said grievance shall be filed with the Police Chief (or designee) within fourteen (14) calendar days of the occurrence or the date on which the grievant knew or should have known of the action giving rise to the grievance. Time limits for hearings, responses, and further appeal shall be those set forth in Article 4.2 (Step 3 and Step 4) and Article 4.4 of this Agreement and all other provisions of the Agreement shall apply.

4.9 The PBA may act as the representative of the employee at any step of the grievance procedure.

ARTICLE 5
PBA BUSINESS

5.1 Neither PBA representatives nor unit employees shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances without the express permission of their Shift or Bureau Commander. PBA Executive Officers may contact employees or other persons concerning grievance matters or PBA business during either the working hours of the PBA Executive Officer or the working hours of any employee sought to be contacted without the express prior permission of the Shift or Bureau Commanders of the employees involved provided it does not interfere with work.

5.2 The City shall furnish the PBA with a copy of all written rules and regulations pertaining to employer-employee relations, including but not limited to: City administrative orders, City personnel rules, departmental administrative orders, departmental rules and regulations, standard operating procedures, divisional and training orders and other material regularly distributed to employees in the bargaining unit.

5.3 The City shall provide the PBA with a listing of all bargaining unit employees, to include their employment date with the City, their current job classification, their current address and phone number and the date of attainment of their current job classification. An updated list shall be provided upon the request of the PBA. The City will notify the PBA of the name and addresses of all new hires upon the request of the PBA.

5.4 The PBA shall have the right to erect a reasonable number of bulletin boards in nonpublic areas where space permits. No such notice shall be posted unless it has been signed by a duly authorized PBA representative and submitted to the Chief's office for approval prior to the time of posting by the union. The PBA shall have access to those employee mailboxes available for general distribution. The City agrees that the PBA may utilize departmental employee email distribution (excluding MDT's) for the announcement of general membership meetings. Announcements are restricted to the time, date and location of the meeting and must have the authorization of the Police Chief. The City will distribute a PBA informational flyer to recruits. The content of the flyer will be mutually agreed upon by the City and the PBA.

5.5 PBA representatives shall have the right to request time off for the purpose of conducting PBA business including grievance hearings, contract negotiations, City Council meetings regarding the resolution of collective bargaining impasse procedures, and attending State PBA conventions and meetings, including local board meetings, provided, however, that not more than six (6) such representatives shall have the right to receive such permission at any one time and provided, further, that the PBA gives the City at least 24 hours advance notice of the time desired off. Such requests shall be submitted to the Chief of Police and shall not be unreasonably denied. All union leave must be used for conducting PBA business related to City of Tampa labor relations matters as approved by the Chief. In the event that a PBA representative participates in lobbying at the request of and on behalf of the City, regular pay status shall be utilized rather than union leave. The maximum aggregate number of paid hours under this section shall be 4,400 hours during one fiscal year, with no more than three (3) employees on extended union leave. In a fiscal year, which includes negotiation of a successor union contract or wage reopener, an additional 300 hours shall be added for purposes of negotiations.

Annually up to 2.0 hours of annual leave and/or 2.0 hours of sick leave may, at the discretion of the PBA, be transferred from each PBA member's leave balances to the PBA leave bank. Any balance remaining in the PBA leave bank at the end of the fiscal year shall be transferred to the bank for the following fiscal year. 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.

5.6 In the event that the PBA determines that an employee will be on extended union leave, the employee shall retain their rate of pay (grade and step) and shall receive pay adjustments in accordance with Appendix A.

Said employee will retain their salary review date and, if 70% or more hours have been spent on City time for the review period, shall be evaluated solely on the City work assignments performance. If less than 70% of the hours have been spent on City time, then the employee shall receive a neutral evaluation and shall receive a satisfactory rating along with step increases as may be applicable for that rating.

ARTICLE 6
NO STRIKE

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

6.2 Should the PBA 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 PBA or its successor in 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.

6.3 Should any employee participate in a breach of this Article, they shall be subject to immediate disciplinary action up to and including dismissal. Reemployment of such individuals shall be consistent with Florida Statute, Chapter 447.

6.4 The question of whether this Article has been breached shall not be subject to the grievance procedure contained herein.

ARTICLE 7
NO DISCRIMINATION

7.1 The City and the PBA agree to abide by federal and state anti-discrimination laws in the administration of this Agreement. Employees may refer to the City of Tampa Personnel Manual Article B1.1 - Equal Opportunity.

ARTICLE 8
JOB DUTIES

8.1 It is understood by the parties that the Civil Service Law and Rules and Regulations as established by state law specifically regulate only certain aspects of employment. This Agreement cannot supercede those regulations except when expressly provided for by law. In the event that during the term of this Agreement, the Civil Service Law is repealed, the City and the PBA agree to reopen this Agreement to negotiate the impact of only those matters specifically covered by the Civil Service Law within fourteen (14) calendar days.

8.2 There will be thorough and complete job descriptions for all employee classifications covered by this Agreement. The PBA shall be provided fourteen (14) days notice and an opportunity to discuss such change in job descriptions. Within this fourteen (14) calendar day notice period, the PBA can bring to the attention of the City any concerns they might have regarding said change. If any concerns still remain after discussing said changes with the City, the PBA shall have fourteen (14) calendar days from the date of the discussion with the City to file a class action grievance at the fourth step. Such proposed change shall be subject to the grievance procedure contained herein.

8.3 It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the City, related to the purpose of the Police Department, which judgment shall not be arbitrary, capricious or unreasonable.

8.4.1 Any Police Department Rule or Regulation, Standard Operating Procedure, Policy, Training Bulletin, Special or General Order, or other directive, determined by the parties to be in conflict with this Agreement shall be of no force and effect.

8.4.2 Any policy or directive of the City of Tampa determined by the parties to be in conflict with this Agreement shall be of no force and effect.

8.5 Prior to implementing any change in Police Department Rules or Regulations affecting unit

members, the PBA shall be provided thirty (30) calendar days notice and an opportunity to discuss such change. Within this thirty (30) calendar day notice period, the PBA can bring to the attention of the City any concerns they might have regarding said change. If any concerns still remain after discussing said changes with the City, the PBA shall have fourteen (14) calendar days from the date of the discussion with the City to file a class action grievance at the fourth step regarding such change. Such proposed change shall be subject to the grievance procedure contained herein.

ARTICLE 9
LABOR MANAGEMENT COMMITTEE

9.1 There shall be a Labor Management Committee established to consist of up to four (4) members appointed by the Chief of Police and up to four (4) members and two (2) alternates appointed by the PBA and one (1) Employee Relations representative. The purpose of this Committee shall be to meet and confer concerning problems of a general nature, including safety, which may from time to time arise in the Department and to make recommendations to the Chief concerning resolution of any such problems. The Committee shall determine its own rules of operation. Should the meeting occur during a participant's tour of duty, there shall be no loss of pay or benefits. These meetings will take place on the first Tuesday of each month between the hours of 9:00 AM and 3:00 PM. The Department will notify the PBA of the specific time and place for each meeting.

9.2 In any matter involving a deficiency in an item of equipment supplied by the City where specific action has been requested in writing and no such action has been taken within a reasonable time of the date of submission, the memorandum shall be submitted to the Labor Management Committee for such recommendatory action as they shall deem appropriate.

ARTICLE 10
SAFETY AND EQUIPMENT

10.1 The City shall provide and maintain safe, adequate and appropriate equipment sufficient for a specific job requirement it deems necessary for the performance of the police officer's function.

10.2 No employee shall be required to operate a marked passenger automobile or prisoner transport van which is not equipped with the manufacturer's police package including protection cages where feasible. All new marked vehicles will be equipped with bucket seats, mounted spotlights, power windows. After qualifying and purchase of approved shotgun or rifle, shotgun or rifle racks of a type approved by the City will be installed as determined by the Police Chief. The City shall provide safety equipment for unmarked vehicles, and when appropriate or when requested and approved by the Police Chief, unmarked vehicles will include lights and a siren. Keyless entry shall be provided when included in the manufacturer's package as a standard feature.

10.3 The City will make every reasonable effort to provide and maintain safe working conditions sufficient for a specific job requirement. To this end, the PBA will cooperate and encourage the employees to work in a safe manner and shall present recommendations through the Labor Management Committee.

10.4 The take home car program as it currently exists shall be a mandatory subject of bargaining. During the term of this agreement, the City shall not remove the take home car program. Nothing contained herein shall interfere with any management rights set forth in this Agreement including, but not limited to, the City's unilateral right to exercise control over its assets, assign work, and discipline its employees. The assignment of a take home car shall not be considered an economic benefit. Nothing contained herein shall affect SOP 609.1, as may be revised from time to time, subject to Article 8.5 and Article 44 of this Agreement.

10.4.1 The City shall provide an endorsement to its Certificate of Self Insurance or an insurance policy secured from a private insurance carrier to defend employees and pay any claims, judgements or awards for property damage and personal injury to third parties to the extent permitted by law resulting from the employee's operation of an assigned vehicle as provided in 10.4

(above). Coverage shall be limited to $200,000 per claimant and $300,000 per event. Under no circumstances shall any coverage pursuant to this paragraph provide any liability coverage for any claims, judgements or awards of any kind in excess of $200,000 per claimant and $300,000 per event.

Coverage shall require that each of the following conditions be fully satisfied at the time of any incident: (1) the employee was authorized to operate the motor vehicle pursuant to departmental and city policies; (2) the employee was not operating the motor vehicle in violation of any departmental or city policies; (3) the employee was not engaged in the commission of a crime; (4) the employee was not operating the motor vehicle in violation of any law, other than non-criminal traffic law; (5) was not using, or impaired by use of, alcohol or any controlled substance; (6) was not intentionally seeking to cause injury to their person, and (7) was not operating the vehicle in a manner that was reckless, grossly negligent, or otherwise in willful or wanton disregard for human life or property.

Any legal counsel assigned to defend the employee shall be selected and assigned at the sole discretion of the City Attorney. The employee shall be required to fully participate and cooperate in their defense.

Coverage provided pursuant to this section (10.4.1) is supplemental to any other applicable insurance coverage. In no event shall coverage provided pursuant to this section (10.4.1) provide any liability coverage for punitive damages.

Coverage shall not result in alteration of the assigned vehicle program or SOP 609.1 including the non-pay, off-duty status of the officer when traveling to and from work or other functions as specifically authorized in SOP 609.1.

ARTICLE 11
SENIORITY

11.1 Definition. Seniority is hereby defined as continuous length of service with the City of Tampa and/or the Tampa Police 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 the total length of continuous service with the Tampa Police Department. Departmental sworn seniority is the total length of continuous service with the Tampa Police Department in a sworn position.

(c) For purposes of this Article, classification seniority is the total length of continuous service in each pay grade provided however that time spent in grade P-3 or grade P-4 shall be combined and credited for the classification seniority date as a P-4 or P-3. The Sunday of the work week of the promotion or job assignment is the effective date for classification seniority dates.

(d) Continuous service is defined as the period of employment not interrupted by resignation, dismissal, retirement, quitting without notice, or any other termination of employment. Time spent greater than thirty (30) calendar days on leave of absence, (except for a Workers' Compensation Leave of Absence) layoff, or suspension shall not be credited in the calculation of seniority dates. Seniority dates are not adjusted due to absences while on Workers' Compensation.

(e) Employees who are demoted to pay grade P-1 shall maintain classification seniority equivalent to the employee's length of continuous service with the Tampa Police Department. Employees who are demoted pay grade P3/P4 or P-5 shall revert to the original classification seniority date of the demoted pay grade from which they were previously promoted. For example, an officer (P1) was promoted to Corporal (P4) in September 2012 and subsequently promoted to Sergeant (P5) in September, 2015. In December, 2015, the sergeant is then demoted to Corporal. In this example, the

Sergeant demoted to Corporal would have a classification seniority date of September, 2012.

11.2 Vacation Selection. Employees shall be entitled to select vacations by departmental sworn seniority within the unit to which they are assigned. In order to exercise seniority, an employee must select their vacation schedule on or before March 1st of the year in which the vacation is to be taken. All vacation selections made prior to the March 1st deadline will be approved or denied no later than April 1st. For purposes of this section, the term "unit" shall mean the squad or bureau to which the officer is assigned. Notwithstanding anything in this Agreement, the department shall have the right to reschedule vacations where the business of the department will be interfered with. Any decision to cancel a scheduled vacation of one week or more may be appealed to the appropriate shift or bureau commander without going through the normal chain of command.

11.3 Work Assignments. When the tasks to be performed will not be affected, classification seniority shall be used to determine work assignments for patrol officers within a uniform district squad. Seniority shall not be a consideration when training is a factor in work assignments unless skill, performance, and training are equal. This process shall not be unreasonably denied.

11.4 Shift Bidding. While management reserves the right and responsibility to assign personnel depending on the needs of the organization, management also recognizes that when all else is equal, personnel should have the opportunity to work a shift conducive to their specific situation. Pursuant to this philosophy, uniform patrol personnel will be afforded the opportunity to bid for their preferred division, squad and shift in uniform patrol based upon their classification seniority.

11.4.1 Guidelines. The number of positions on each shift and on each squad shall be consistent with the prevailing deployment and such other need of the department as required. Some positions may be filled by probationary officers to balance distribution and to assist in training. Accordingly, the department may, at its sole discretion, exclude from the bid process up to two officer positions per squad.

(a) Personnel with special skills certification may be distributed without regard to the bid process if such bid process results in a lack of such skills availability to a particular shift.

(b) Probationary personnel are exempted from the bid process.

(c) Special needs situations will be handled on a case by case basis. Such requests must be submitted through the chain of command to the Division Commander. Such requests will include the nature of the special need, the length of time needed to resolve the special need and a completed shift bid form.

(d) The following squads shall be exempt from the bidding process. Non-biddable squads shall include FTO, Mounted Patrol, COP, SAC, SRO, and any other non-biddable squad as determined by the Chief of Police. Employees assigned to non-biddable squads may bid off of these squads, but employees may not bid for a designated non-biddable squad.

(e) Openings on non-biddable squads or non-biddable positions within non-biddable squads shall be posted by the department. Employees desiring transfer or assignments to one of these positions shall request consideration in accordance with SOP 504.12.

11.4.2 Procedure.

(a) Uniform Patrol Squads. Beginning on January 1 of each year, bidding shall begin for division shift, and squad assignment based on classification seniority. All uniform patrol divisions, shifts, and squads (including the assigned squad area) shall be posted in a central location. Employees shall be assigned an appointment time to respond to such location and complete the bid process in person. The employee may, at their option, place their bid on a Shift Bid Form in writing with five options listed in order of preference. Bidding will be open to all patrol squads across divisions. Bidding will begin with Sergeants until all Sergeants have completed the bid process, then Corporals, then Police Officers until all slots have been filled. The bid process shall be completed by January 15.

(1) Ties in classification, department, and City seniority will be broken by lottery.

(2) The results of the bid process and the actual shift and squad assignments will be posted electronically from January 20 through January 31.

(3) The new assignments shall be effective during February changeover.

(4) Transferred or promoted personnel will be placed in an available position commensurate with their seniority if a position is open.

(5) All transfers remain subject to the approval of the Police Chief.

ARTICLE 12
LAYOFF AND RECALL

12.1 Definition. A layoff is a reduction in the number of employees within the 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 as hereinafter provided.

12.2.1 Order of Layoff. Once the City has determined that selected positions shall be eliminated, the City will lay off employees in reverse order of their sworn classification seniority as defined in Article 11.1(c).

12.2.2 The City may retain junior officers with specialized skills who are assigned special duties or junior officers who are on special assignment. When such special assignment is completed, the most senior officer on layoff shall be notified of their right to displace such junior officer.

12.2.3 Entrance probationary employees shall be laid off prior to any regular employee.

12.2.4 In the event that two or more employees have the same length of sworn classification seniority, department seniority shall prevail. Should departmental seniority also be equal, the City shall determine the method to break such ties.

12.2.5 An employee affected by layoff will first be given the opportunity to apply their seniority into a lower classification within the Tampa Police Department, provided that the employee held the lower classification and can perform the work. (For example, an individual who is the least senior Corporal could apply their seniority as a Police Officer provided they previously held the classification and can do the work. The least senior Police Officer would then be laid off.) All service completed in higher classifications or assignments shall also count for the seniority as police officer. However, service completed as a Police Officer or any other classification or assignment shall not count in the classification seniority for the higher classification or assignment.

12.3 Notice of Layoff. Employees being laid off shall be given twenty-one (21) calendar days' written notice in advance. The PBA shall be furnished a copy of such notice.

12.4 Order of Recall. Employees shall be recalled from layoff in reverse order of sworn classification seniority provided that they are currently qualified to perform the work in the job

classification to which they are recalled as provided by this Article. No new employee shall be hired until the employee on layoff has been given an opportunity to return to work at their original seniority date and position; provided, that after twelve (12) months of lay off such re-employment rights shall cease.

12.5 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 re-employment list. However, when an individual's name is removed from the preferential list because he/she rejects an offer of re-employment or requests that their name be removed from the list because of no interest in re-employment or otherwise removed due to death or disability, the removal of the name from the lists shall constitute complete termination from employment.

12.6 Benefit Status. During the period during which an employee remains on a 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 layoff period. Health and life insurance may be continued at the employee's expense.

12.7 Retirement/Resignation. Individuals who are identified for layoff who are eligible and choose to retire or take deferred retirement shall not be placed on preferential re-employment lists. Employees who retire or resign will be treated as in normal policies.

12.8 Recall Procedures. The City shall notify employees to be recalled by United States certified mail. All employees on layoff shall have the obligation of providing the City with their correct mailing address. A recalled employee shall immediately inform the City of their intent to accept or reject the recall order. An individual's name shall be removed from the preferential lists when the employee fails to respond within seven (7) calendar days after the City’s mailing of the notice of recall via USPS certified mail as evidenced by the postmark or the employee notifies the City of acceptance of recall but fails to report at the specified time or the employee accepts or rejects any employment with the City or the employee has been on layoff for a period of one year.

12.9 Calculation of Benefits. For purposes of benefits, an individual recalled from a preferential employment list shall not suffer a break in service. However, the time spent on layoff greater than

30 days shall not be credited in the calculation of benefits.

ARTICLE 13
CHECK-OFF

13.1 The City shall deduct dues owed by the employee to the PBA on each of the 26 paycheck periods ; provided, that prior to such deduction the PBA has provided the City with a signed authorization from each employee whose dues are to be deducted that such deduction is authorized. Deductions shall be made from all paychecks each month and forwarded to the PBA within ten (10) calendar days of said deductions. Any deductions for items other than PBA dues, initiation fees, or uniform assessments must be approved semi- annually by the Director of Human Resources.

13.2 Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon thirty (30) calendar days written notice to the City and the PBA. The City shall not cancel the dues deduction until the notice to the PBA has been provided and the PBA processes the cancellation to the City. In the event that the PBA fails to process to the City a dues cancellation request effective with the next deduction thirty (30) calendar days from the date notice was received, then the PBA shall refund the deduction(s) to the employee.

13.3 The PBA 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 deduction.

13.4 Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment imposed by the union on any of its members.

13.5 Any changes in the amount to be deducted for monthly dues increase shall be implemented after written notification from the PBA 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. Individual changes to deduction amounts for employees shall be processed to the City by the PBA in accordance with the Payroll/Personnel System Processing Schedule. The City will accept the PBA notice as authorization for the change by the employee. Any disputes regarding employee authorization shall be resolved between the PBA and the employee per Article 13.3.

13.6 The City shall charge the PBA 30¢ per member per deduction but not more than one percent of the total amount deducted.

ARTICLE 14
WAGES

14.1 Wages. The salaries paid employees of the unit shall be those set forth in Appendix A of this Agreement.

14.2 Entrance Probation. Entrance employees shall serve a probationary period of one year. Upon satisfactory performance the employee shall be eligible for a step increase and annually thereafter up to the maximum step of the pay grade.

14.3 Promotions/Assignments. Employees who are promoted or assigned to a higher pay grade shall be placed at the first step of the higher pay grade or the step which provides an increase in pay of at least 4% per Appendix C, whichever is higher. If the promotion/assignment is within 90 days of the employee's annual salary review date, then the employee is placed at the rate of pay which is one step beyond the rate of pay that the employee would have received but for the promotion/assignment. This shall also apply to Senior level employees as listed in 14.9.2.

14.4 Promotional Probation. Employees shall serve a promotional probationary period of six months and shall be eligible for a step increase after one year of satisfactory performance and annually thereafter up to the maximum step of the pay grade.

14.5 Assignment. Employees who are assigned to the position of Chief Pilot or Flight Supervisor shall be eligible for a step increase after one year of satisfactory performance and annually thereafter up to the maximum step of the pay grade.

14.6 Reassignment. Employees who are reassigned to a lower pay grade shall be placed at the step of the pay grade equivalent to the employee's length of service with credit for any step increases that the employee achieved during the higher paid assignment. Placement shall not exceed the maximum of the new pay grade.

14.7 Demotions. Employees who are demoted from promotional positions (see Article 35) after completion of the promotional probationary period shall be placed at the step of the new pay grade as follows: A voluntary demotion shall be to the step of the new pay grade with the same rate of pay if available or the next lowest rate of pay, or the highest step of the new pay grade, whichever

is lower; a disciplinary demotion shall be to the step of the pay grade equivalent to the employee's length of service with credit for any step increases that the employee achieved during the promotion, provided that placement shall not exceed the maximum step of the new pay grade. An employee demoted during the promotional probationary period shall be placed at the same pay which the employee had prior to the promotion.

14.8 Salary Review Dates. (Anniversary Step Increases). The City shall continue its current policy that in the event that an employee is on a suspension, leave of absence, or layoff for a cumulative period in excess of 30 days, the employee's salary review date is delayed by the number of days over the 30 days; for employees serving probationary periods the salary review date is delayed for the complete cumulative period (including the 30 days).

14.9 Merit/Step Increases. Merit/step increases are based on the performance evaluation. Employees whose ratings are Meets Expectations or above shall be eligible for a one step increase up to the maximum step of the pay grade in accordance with Appendix A and as specified in sections 14.2, 14.4, and 14.5.

Raters shall follow the procedures and requirements for proper completion of performance evaluations including substantiation and selection of ratings. Raters are prohibited from selecting higher or lower ratings in order to place an employee in a range when they are not merited. The Director of Human Resources shall have the authority to alter the awarding of merit step increases for an employee when the rating is deemed inappropriate or when ratings indicate a trend towards a halo effect or other distortion not based on merit.

In the event that a P-6 is promoted at the senior step or above, they will move to the first step of P-7 that provides a 4% increase of pay, regardless of any senior step time requirements.

14.9.1 Master Police Officer. A police officer (grade P-1) who is at the maximum step and has ten or more continuous years of service as of the annual salary review date, shall be eligible for designation as a Master Police Officer (Step MP). Designation is effective with the employee’s annual salary review date.

Upon being designated a Master Police Officer, the employee shall wear a one stripe chevron on the uniform and be placed at step MP of the pay grade.

14.9.2 Senior Level An employee at grade P-3/P-4, P-5, P-6, or P-7 who is at the maximum step, has ten (10) or more years of total service, and five (5) or more years of total service in the grade as of the annual salary review date, shall be eligible for designation at the applicable Senior level (Step SR), as applicable. Upon receiving Senior level (Step SR), the employee will wear the appropriate uniform insignia.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.1 Work Week. The work cycle and schedule for employees shall be defined as 40.0 hours during a seven day cycle. The work cycle and schedule for employees assigned to the modified work schedule shall be defined as 160 hours in a four week (28 days) work cycle. The City continues to reserve the right to schedule or reschedule employees for work provided that overtime is compensated in accordance with Article 15.3. The payroll period for employees assigned to the modified work schedule shall be four weeks with a payroll draw (payment) every two weeks. The bi-weekly draw for employees assigned to the modified work schedule shall be based on the four week average which is 80 hours bi- weekly.

15.2 Definition- Hours Worked. Employees shall be compensated for all hours worked. The term hours worked shall, for the purpose of calculating overtime, include all time worked on active duty, on and off duty court time, line of duty injury time, funeral leave, recall pay, military leave, and union leave for elected officers only. Travel time to and from work or to and from court on off duty hours shall not be considered hours worked. Travel time to and from designated areas of work or court outside of Hillsborough County shall be considered hours worked. In the event that an employee is recalled to work on Christmas Day, Thanksgiving Day, or New Year's Day, then holiday pay shall count for purposes of calculating overtime.

Effective October 1, 2017, time spent on late calls shall be considered overtime at 150% regardless of the total hours worked as specified in this section and paid or credited in accordance with Article 15.3. Late calls shall be limited to situations when the employee is required and authorized to remain on duty past the employee's normal work schedule and another employee is not assigned to relieve the employee from duty.

Effective October 1, 2025, time spent on recall pay, as defined in Article 26, shall be considered overtime at 150% regardless of the total hours worked as specified in this section and paid or credited in accordance with Article 15.3 during scheduled work weeks that include one of the 12 designated City holidays.

15.2.1 If during off duty hours, an employee is required or volunteers to appear before or serve

as a member of a Complaint Review Board, the employee's normal day(s) off and working hours may be adjusted by the Department so that the employee is on duty and is compensated for the time during which he is involved with the proceedings of the Complaint Review Board.

15.2.2 In the event that an employee is called back to duty or must work beyond their normal tour of duty for more than six (6) hours, and the employee's next scheduled tour of duty is less than eight hours from the time the employee is released from call-back or extended tour, the employee may:

(a) Continue working for a period of time equal to their next scheduled normal tour of duty, and be credited with working that next scheduled tour of duty;

(b) Have their duty hours rescheduled to permit up to eight (8) hours of rest between the extended/call-back tour of duty and the next scheduled tour of duty;

(c) Use annual or compensatory leave to permit up to eight (8) hours of rest between the extended/call-back tour of duty and when he reports during the next scheduled tour of duty;

(d) Report for the next tour of duty as scheduled.

Management will preserve the right to deny option "d" if in the opinion of the employee's supervisor, it would be detrimental to the health and safety of the employee or the liability of the department. Section 15.2.2 shall not apply to court time.

15.3 Overtime. Employees shall receive credit or payment at the rate of time and one-half (1-1/2) for all hours worked per Article 15.2 in excess of 40.0 hours in a seven (7) day cycle. Said hours worked in excess of 40 in a 7-day cycle shall be credited or paid at 150%. Overtime for employees assigned to the modified work schedule shall be calculated at the rate of time and one-half (1-1/2) for all hours worked per Article 15.2 in excess of the assigned 34.3 hours or 45.7 hours as applicable. Employees may bank up to a maximum of 80 hours in their compensatory time bank. Time not used shall be paid at the end of the payroll fiscal year and/or prior to any change in the employee's rate of pay. Credit for hours worked, the computation of hours worked and the method of compensation for overtime shall be as set forth in the appropriate Department

S.O.P. provided, however, that compensatory time taken off shall first be deducted from the compensatory time-bank.

15.4 Special Event Flex Time. Effective January 3, 2026, for those employees active on that date, they shall be given four (4) Flex Time days. Flex Time days will be given on an annual basis on the first paycheck of January for each year for all employees active on that date. The Flex Time days given shall be equal to the shift they are currently working (8 hours, 10 hours, or 11.4 hours).

(a) All Flex Time days must be used by the last day of the payroll calendar year of the year in which it was awarded or the Flex Time days are forfeited unless an exception is approved by the Police Chief, with notification to Human Resources.

(b) Requests for the use of Flex Time days should be submitted as soon as practicable in accordance with this Agreement; requests will be approved based on operational need.

(c) There shall be no carry over of the unused Flex Time days to the next calendar year nor will there be any cash payment in lieu of usage.

(d) Flex Time days will be allowed regardless of whether or not an officer's schedule was flexed during the calendar year. Employees shall not be eligible for payment of unused Flex Time upon separation from employment.

ARTICLE 16
OFF DUTY COURT TIME

16.1 Off duty court time shall be computed in the following manner: the normal witness fee and expenses shall be retained by the employees and an additional three (3) hours of credit shall be given for the first in-person court appearance in any given calendar day, or two (2) hour for the first virtual off duty court appearance of each calendar day, subject to the provisions set forth herein.

If an officer is enroute to court and court is cancelled, the officer shall receive three (3) hours pay. When calculating off duty court time, the start and end time can be adjusted accordingly by the supervisor when an officer needs to retrieve evidence or return evidence to the department.

16.1.1 In the event that the court appearance begins less than three (3) hours prior to the assigned tour of duty, time actually worked to the beginning of the shift shall be credited.

16.2 For each court appearance in excess of three (3) hours, or virtual court appearance over 2 hours, an officer shall receive credit for all hours during which their attendance is required in accordance with the appropriate Department S.O.P.

16.3 Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department.

16.3.1 If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.

16.3.2 If treated as separate appearances, the officer will be guaranteed a three (3) hour minimum credit for the additional appearances providing there is a three (3) hour lapse between the subpoena release and a subsequent subpoenaed appearance.

ARTICLE 17
SHIFT PREMIUM INCENTIVE PAY

17.1 Shift Premium Incentive Pay is defined as premium pay based on scheduled hours worked. Employees regularly assigned to the Evening or Midnight shift shall receive shift premium as provided herein.

17.2 All employees who work a regularly scheduled shift, which meet 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. Neither employees nor the department may reschedule employees for the sole purpose of qualifying for shift premium.

17.3 For those employees who begin their shift on or after 1300 hours (evening shift), payment shall be $1.55 per hour for FY2026, $1.60 for FY2027, and $1.65 for FY2028 and is provided on the basis of .77, .80¢, and $1.00 per hour 150% for the hours of premium work per week and will not be compounded by overtime. For those employees working shifts which start on or after 1800 hours (midnight shift) shall be paid per these provisions at the rate of $1.95 per hour for FY2026, $2.00 for FY2027, and $2.05 for FY2028 ($1.01, $1.13, and $1.27 at 50%). 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. Eligible employees may receive up to a maximum of 40.0 hours of shift premium incentive pay per week provided, however that employees assigned to the modified work schedule may receive up to a maximum of 34.3 hours or 45.7 hours of shift premium incentive pay per week as applicable.

17.4 Employees who are assigned to an irregular work schedule shall also be eligible for shift premium pay for shifts which meet the eligibility requirements of this Article.

ARTICLE 18
HOLIDAYS

18.1 Designated Holidays. The twelve (12) days during the fiscal year specified by the Mayor to be official paid holidays shall be observed by the Police Department plus two additional Floating Holidays as provided in 18.4.

18.2 Compensation. In order for an employee to receive a holiday off with pay, the employee shall have worked the last scheduled work day before, and the first scheduled work day after the designated holiday, unless the absence has been authorized in writing by the department. An authorized absence is any absence other than Absence Without Leave (AWL).

(a) Eligible employees who are not required to work on a designated holiday when it falls on a regularly scheduled work day shall receive 8.0 hours compensation at the regular rate of pay.

(b) Employees required to work on a designated holiday shall receive compensation for all hours actually worked in addition to 8.0 hours of holiday pay at the regular rate of pay.

(c) In the event that a designated holiday falls on an employee's regular day off, the employee shall receive 8.0 hours of holiday pay.

(d) Employees may elect to bank holiday compensation in lieu of payment as provided in sections "a", "b", or "c". Banked holiday compensation shall be 8.0 hours of holiday time, 10.0 hours of holiday time, or 11.4 hours (11'25") of holiday time as applicable to the employee's work schedule. Said holiday time shall be credited to the employee's Holiday Bank.

18.3 Holiday Bank. A request for usage of holiday time shall be submitted to the employee's immediate supervisor on the appropriate form. Leave may be taken only after being approved by the Department. Every employee shall be afforded the opportunity of utilizing any accrued holiday time prior to the end of the payroll fiscal year provided that management's scheduling needs are met. Banked holiday time shall be utilized prior to the end of the payroll fiscal year, when balances shall be reduced to zero, provided however that a maximum of 68.5 accrued,

unused hours shall be carried over to the next payroll fiscal year. No payment for unused holiday time shall occur prior to separation or at any other time.

18.4 Floating Holiday. Employees with one year of continuous service may request to observe two (2) Floating Holidays during the payroll fiscal year in addition to the twelve (12) designated holidays specified in 18.1. A Floating Holiday shall be taken in one 8.0, 10.0, or 11.4 hour increment as applicable to the employee's work schedule 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 next fiscal year nor cash payment in lieu of usage. Employees shall not be eligible for payment of unused Floating Holiday upon separation from employment.

ARTICLE 19
ANNUAL LEAVE

19.1 Rate of Leave. Annual leave shall be granted to all employees for hours actually worked on the basis of 3.8 hours for each bi-weekly payroll period. All leave shall be calculated in tenths of an hour.

19.2 Additional Earned Annual Leave. The leave account of each employee shall be credited with additional annual leave hours for each five (5) years of continuous service as set forth below:

FOR SERVICE OF AT LEAST	BUT LESS THAN	ADDITIONAL EARNED ANNUAL LEAVE HOURS
5 Years	10 Years	22.8
10 Years	15 Years	34.2
15 Years	20 Years	57.0
20 Years	25 Years	68.4
25 Years	30 Years	91.2
30 Years	35 Years	102.6
35 Years	40 Years	114.0

Crediting of additional annual leave hours shall occur on the first day of the first payroll cycle at the beginning of the calendar year.

19.3 Maximum Accumulation. A total of 240 hours of annual leave is the maximum that may be carried over from one calendar year to the next. Any accumulation above the maximum of 240 hours shall be transferred to sick leave at the end of the calendar year. This transfer will occur on the last day of the last payroll cycle of the calendar year. Calculations will occur on the last day of the prior pay period.

19.4 Partial Accumulation and Disqualification. In the month in which an employee is hired or separated, partial annual leave shall accrue according to the first or last day the employee actually worked or was on paid leave. 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.

19.5 Request for Leave. A request for annual leave shall be submitted to the employee's immediate supervisor via electronic submission. Leave may be taken only after being approved by the Department. Requests for leave shall not be unreasonably denied. Every employee shall be afforded the opportunity of taking at least eighty (80) hours of annual leave if working a forty (40) hour work week, or 91.4 hours of annual leave if working a modified schedule, during any year if properly requested via the City approved software to the employee's immediate supervisor. Employees shall not be authorized the use of annual leave until after completing six months of the entrance probationary period.

19.6 Split Vacations. All employees shall receive their vacation schedule in accordance with Article 11.2 (Seniority). The 80 hours or 91.4 hours of annual leave time may be separated into two equal portions hours and taken separately. Seniority shall prevail on the first 40.0 hours or 45.7 hours of vacation selection. Seniority shall apply on the second 40.0 hours or 45.7 hours of split vacations only after all members of the unit have selected annual leave on the basis of first pick seniority of either 40.0/45.7 hours or 80.0/91.4 hours. This section shall not preclude an officer from using annual leave in one day increments when it does not effect department business.

19.7 Payment of Unused Leave. When an employee separates, the employee shall be paid in a lump sum for all unused annual leave, up to and not exceeding 320 hours, except:

(1) If he has less than one (1) year's continuous service with the City;

(2) If he fails to give two (2) weeks (14 calendar days) notice in case of resignation, he shall lose eight (8.0) hours of annual leave for each day short of the fourteen (14) days.

ARTICLE 20
SICK LEAVE

20.1 Rate of Leave. Sick leave shall be granted to all employees for hours actually worked on the basis of 3.8 hours for each bi-weekly payroll period. All leave shall be calculated in tenths of an hour.

20.2 Accumulation Unlimited. There shall be no limit on the amount of sick leave that can be accumulated.

20.3 Partial Accumulation and Disqualification. In the month in which an employee is hired or separated, partial sick leave shall accrue according to the first or last day the employee actually worked or was on paid leave. 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 sick leave accrual for the payroll period.

20.4 When Sick Leave is Permissible. Sick leave shall be allowed only in cases of actual sickness or disability of the employee, including necessary appointments with physicians or dentists or confinement to home because of quarantine. Any employee may be granted a maximum of 45.7 hours of accrued sick leave per calendar year in order to provide required care for an ill child, spouse, other legal dependent, parent, or family member or any other member of the employee's immediate household (SKO). Any additional leave under this provision may be approved by the Chief (or designee) on a case-by-case basis. 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, or otherwise abusing sick leave.

20.4.1 Personal Use. Any employee may be granted a maximum of 45.7 hours of accrued sick leave per calendar year for personal (non-illness) purposes. Employees with ten or more years of continuous service may be granted a maximum of 57.1 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. Certification by a physician is not required for personal

use; however, personal use requires pre-approval or as otherwise approved by a supervisor.

20.4.2 Family & Medical Leave Act. Any employee, while taking leave under the provisions of the Family & Medical Leave Act (FMLA), shall utilize sick and/or annual hours if available concurrently with FMLA Leave.

20.5 Certification by Physician. If the amount of sick leave used is in excess of three (3) consecutive days, an acceptable certificate from a licensed physician may be required. However, if the City feels that an employee is using an excessive amount, or is abusing their sick leave privileges, it may require an acceptable physician's certificate before approving any sick leave request. A supervisor may require an employee to provide medical substantiation from a health care provider stating the employee was incapacitated from work for a period of time (the absence) as result of injury or sickness, and the employee is physically able to perform their duties without restriction.

The City shall continue to require medical substantiation when any employee utilizes sick leave within the last 14 days of employment.

20.6 Request for Sick Leave. To receive compensation while absent or sick, the employee shall notify their immediate supervisor or the on duty shift commander if their supervisor is not available not less than one (1) hour prior to their scheduled reporting time.

Requests for sick leave for scheduled appointments with physicians or dentists must be made in advance on the appropriate form.

20.7 When Earned Sick Leave is Exhausted. When the employee's accrued sick leave is exhausted, there shall be no advancement or borrowing of any type of leave on the employee's own leave account. 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.

20.8 Unused Sick Leave. Upon separation of any kind, the employee shall lose any and all claim to unused sick leave accumulation, however, an employee upon longevity, deferred or disability

retirement from the City under the pension plan shall be paid in a lump sum at the time of such retirement for one-half (1/2) of the employee's accumulated unused sick leave account at their rate of pay as of the date of such retirement. Upon the death of an employee, their legal heirs shall receive a lump sum payment equal to 75% of the employee's accumulated unused sick leave account at the employee's last rate of pay.

ARTICLE 21
ABSENCE WITHOUT PAY

21.1 Definition. An absence without pay ("AWP") is an authorized absence for any part of a work day which is approved in writing by the immediate supervisor.

21.2 Use of Absence Without Pay.

21.2.1 An absence without pay is only to be administered on an emergency basis. It may not be used to cover tardiness nor when an employee has accrued annual leave.

21.2.2 In the event that an employee has exhausted annual and/or sick leave balances, the supervisor may authorize absence without pay for legitimate purposes up to a maximum of two (2) working days in a calendar year. AWP cannot be authorized when the employee has accrued annual leave. Additional absences without pay may be authorized at the discretion of the Chief of Police, however, no employee may be authorized more than eighty (80) hours of absence without pay in a calendar year.

21.2.3 Additional absences without pay for extraordinary circumstances may be authorized by the Chief of Police provided that contiguous periods of eighty (80) or more hours of absence shall require the applicable Leave of Absence status per Article 23.

21.2.4 Excessive use of AWP may result in denial of future AWP requests which may result in the employee being charged with AWL.

21.2.5 Absences without pay shall not be credited towards the accrual of sick or annual leave.

ARTICLE 22
ABSENCE WITHOUT LEAVE

22.1 Definition. Absence without leave ("AWL") is an absence for any part of a work day which is not approved by the immediate supervisor in writing.

22.2 Use of Absence Without Leave.

22.2.1 An absence without leave is administered as corrective disciplinary action and must be accompanied by written documentation in the form of a reprimand or other disciplinary action.

22.2.2 An employee who is absent without leave for three (3) consecutive working days may be dismissed as quit without notice.

22.2.3 Absences without leave shall not be credited towards the accrual of sick and annual leave.

ARTICLE 23
LEAVE OF ABSENCE WITHOUT PAY

23.1 MEDICAL AND PERSONAL LEAVE OF ABSENCE

23.1.1 Definitions and Eligibility. A personal or medical leave of absence without pay may be granted to employees who have completed at least one (1) year of continuous service. 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 at the employee's request for special education, personal business, family illness, and other approved reasons. A medical leave of absence without pay may be granted to an employee for medical reasons as certified by a licensed 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 forty (40.0) hours have been exhausted. Medical leave 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.

23.1.2 Authorization. Prior to reinstatement from a medical leave of absence without pay, the City shall require a physician's authorization to return to work. Such authorization must be acceptable to the Director of Human Resources and clearance by any physician or other health care provider designated by the Police Chief. A personal or medical leave of absence may be granted for a specific period greater than fourteen (14) calendar days but not in excess of six (6) continuous calendar months. The Chief of Police may grant extension periods up to an additional six (6) months, to the original leave of absence with the approval of the Director of Human Resources, for a maximum total of twelve (12) continuous calendar months. A period of less than fourteen (14) calendar days may be granted as excused Leave Without Pay ("AWP") at the discretion of the Chief of Police.

23.1.3 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 reenrollment procedures required by the City's group insurance policies. The length of any 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, bonus annual leave hours, salary review dates, or seniority.

23.1.4 Reinstatement of Position. Upon the expiration of an approved leave of absence, the employee shall be reinstated to the classification occupied at the time the leave was granted. 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.

23.1.5 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.

ARTICLE 24
FUNERAL AND BEREAVEMENT LEAVE

24.1 Funeral leave as provided herein is expressly for periods of bereavement and/or attending the funeral of a family member or relative. Funeral leave shall be provided in the amount specified below with the term "day" equal to the employee's assigned hours for that specific day excluding overtime.

24.2.1 Death in the Immediate Family. The immediate family is defined as spouse, son, step-son, daughter, step-daughter, step-brother, brother, step-sister, sister, father, step-father, mother, step-mother, mother-in-law, father-in-law, grandparents, granddaughter, grandson or any other member of the employee's immediate household. For domestic partnerships, this shall include the equivalent immediate family as listed herein.

24.2.2 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.

24.2.3 Based on individual circumstances, the employee may request and the Department 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.

24.3.1 Death of a Relative. 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.

24.3.2 In the event of a death of a relative, an employee may be authorized a maximum of two (2) days of paid funeral leave. This leave is not to be deducted from the employee's accumulated sick or annual leave.

24.3.3 Based on individual circumstances, the employee may request and the Department 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.

24.4 Supervisors maintain the right to request documentation to support any request for any Funeral and Bereavement Leave. Supervisors are reminded that this leave is also intended to be used for events such as the scattering of ashes, celebrations of life, or other remembrance events that may not occur immediately after death.

ARTICLE 25
MILITARY LEAVE

25.1 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, and not exceeding 240 hours in one fiscal year (effective October 1, 2020) shall be provided to employees.

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.

25.2 Military Leave of Absence. A Military Leave of Absence Without Pay 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 26
RECALL PAY

26.1 Any employee who is recalled to duty after having left for the day, or on a regularly scheduled day off, vacation day or compensation day, or more than two (2) hours prior to the start of their regularly scheduled tour of duty, shall be guaranteed a minimum of four (4) hours work. For the purpose of this section recall is defined as any duty, detail or response to a lawful order for which the officer can be disciplined for their failure to comply. Recall Pay shall not apply to court appearances. There shall be no pyramiding of court and recall guarantees.

ARTICLE 27
CLOTHING ALLOWANCES AND UNIFORMS

27.1 Uniforms. The City shall continue to provide the uniforms currently provided by the City. Modifications in said policy may be the subject of discussions within the Labor Management Committee, which committee may render advice to the Chief of Police with regard to changes in current uniform or equipment policy.

27.2 Plain Clothes Allowances.

27.2.1 Officers, Detectives, Corporals and Sergeants who are required to wear business attire as part of their assignment shall receive a plain clothes allowance of $950 annually, paid in one (1) annual distribution which shall continue to be paid the second payroll cycle in March. Officers assigned to these positions after the annual payment shall receive a pro-rata payment for the remainder of the year. Said pro-rata payments shall be calculated on a monthly percentage and shall include a full month’s payment for the first partial month of the assignments.

27.2.2 Officers, Corporals and Sergeants who are assigned to plain clothes or undercover duty shall receive a plain clothes allowance of $700 annually, paid in one (1) annual distribution which shall continue to be paid the second payroll cycle in March. Officers assigned to these positions after the annual payment shall receive a pro-rata payment for the remainder of the year. Said pro-rata payments shall be calculated on a monthly percentage and shall include a full month's payment for the first partial month of the assignment.

27.2.3 Plain Clothes Attire. At the discretion of the Division Commander (or the Assistant Chief or Police Chief if applicable for the direct chain of command), employees assigned to a plain clothes assignment shall be authorized to wear departmental approved polo-type shirts.

27.3 Protective Vests. Employees who elect to purchase their own protective vest through the department’s vendor may request credit of up to the vendor’s current negotiated contract price in lieu of accepting the departmental issued vests. In order to receive credit, the employee must select a vest that meets with the approval of the department and comply with any other procedures implemented by the department for this purpose.

27.4 Service Weapon. Upon an employee's longevity retirement of twenty (20) or more years of service from the City under the pension plan, the employee shall retain their service weapon as an award for years of service to the department. Employees that are the subject of an open investigation upon longevity retirement or where terminated, or upon an employee's disability retirement the employee may retain their service weapon as an award for years of service to the department at the discretion of the Chief of Police.

27.5 Footwear. Officers, Corporals and Sergeants who are assigned to a District's Uniformed Patrol Squad shall receive a footwear clothing allowance of $120 annually, paid in one (1) annual distribution which shall be paid the second payroll cycle in March. This shall only include Uniformed Patrol Officers whose primary function is to respond to calls for service and to conduct proactive patrol. This does not include Officers who may occasionally be assigned to a District's Uniformed Patrol Squad. Officers assigned to these positions after the annual payment shall receive a pro-rata payment for the remainder of the year. Said pro-rata payments shall be calculated on a monthly percentage and shall include a full month's payment for the first partial month of the assignment.

ARTICLE 28
ACTING PAY

28.1 Any Detective/Corporal assigned by the Chief of Police to act in a higher promotional classification shall receive an additional $3 per hour, including overtime. Any Sergeant assigned by the Chief of Police to act in a higher promotional classification shall receive an additional $4 per hour, including overtime. Effective October 1, 2025, a Telestaff code will be created and utilized for tracking and approval for the use of Acting Pay.

28.2 Acting pay will increase each year on October 1st at the same percentage utilized to increase the step of P-1 (step 1) from the previous fiscal year to the new fiscal year.

ARTICLE 29
ANNUAL LONGEVITY AWARD

29.1 Eligibility. A full time employee on the payroll as of November 30, who has completed at least five (5) years of continuous employment with the City of Tampa shall be eligible to receive an annual longevity award which is paid after November 30, of each year in the amount as follows.

FOR SERVICE OF AT LEAST	BUT LESS THAN	THE AMOUNT IS
5 Years	10 Years	$500.00
10 Years	15 Years	$750.00
15 Years	20 Years	$1,000.00
20 Years	25 Years	$1,250.00
25 Years	----------	$1,500.00

29.2 Pension Fund. The annual longevity award as provided in 29.1 will be included in earnings subject to deduction for pension fund payment.

29.3 Pro-Rata Awards - Leave of Absence or Suspension. Continuous employment as per 29.1 shall be the period not interrupted by resignation, dismissal, retirement, quitting without notice, or other termination. In the event that an eligible employee is suspended, on leave of absence (except for a Workers' Compensation Leave of Absence) or layoff for more than thirty (30) consecutive calendar days during one (1) year, the employee shall have a prorated longevity award for that year of which one-twelfth (1/12) of the annual award amount shall be deducted from the award for each appropriate absence of more than thirty (30) consecutive calendar days. Awards are not adjusted due to absences while on Workers' Compensation.

The total number of months that the employee is on a leave of absence (except for a Workers' Compensation Leave of Absence), layoff 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.

29.4 Pro-Rata Awards - Separation. In the event that an employee who has completed at least five (5) years of continuous service retires or separates from employment with the City of Tampa, a prorated annual longevity award shall be paid which is equal to one-twelfth (1/12) of the yearly award for each month of service from the first full month of original employment up to and including November plus one-twelfth (1/12) of the yearly award for each month of service beginning with the previous December up to and including the last full month of employment. However, an eligible employee who retires or separates after the anniversary of the 5^{th}, 10^{th}, 15^{th}, 20^{th} or 25^{th} year of employment but prior to November 30, shall receive a prorated award based on the number of years of 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 29.1.

ARTICLE 30
SPECIAL PAYMENTS

30.1 Hazardous Device Technician. Employees who are assigned by the Chief of Police to the assignment of Hazardous Device Technician shall be paid a special payment of $300 per month. Payment shall be provided on a monthly basis.

30.2 Tactical Response Team. Employees who are assigned by the Chief of Police on a full time basis as members of the Department's Tactical Response Team shall receive a special payment of $300 per month. Payment shall be provided on a monthly basis.

30.3 Hostage Negotiations Team. Employees who are assigned by the Chief of Police on a full-time basis as members of the Department's Hostage Negotiation Team shall receive a special payment of $300 per month. Payment shall be provided on a monthly basis.

30.4 Field Training Squad. Employees assigned by the Chief of Police on a full time basis as members of the Field Training Squad or training as a Training Flight Officer shall receive a special payment of $400 per month for any month during which the employee is responsible for training activities authorized by the Training Squad Sergeant in accordance with the Field Training Program. Payment shall be provided on a monthly basis. Employees that have served on the Field Training Squad for a minimum of 36 months shall receive a special payment of $500 per month for any month during which the employee is responsible for training activities authorized by the Training Squad Sergeant in accordance with the Field Training Program.

30.5 Dive Team. Employees assigned by the Chief of Police on a full-time basis as members of the Department's Dive Team shall receive a special payment of $300 per month. Payment shall be provided on a monthly basis.

30.6 Motorcycle Unit. Employees assigned by the Chief of Police on a full-time basis, as members of the Department’s Motorcycle Unit shall receive a special payment of $150 per month. Payment shall be provided on a monthly basis.

30.7 Tactical Flight Officer. Employees assigned by the Chief of Police on a full-time basis as a Tactical Flight Officer shall receive a special payment of $150 per month. Payment shall be

provided on a monthly basis.

30.8 Employees assigned by the Chief of Police on a full-time basis as members of the Department's Bike Squad shall receive a special payment of $150 per month. Payment shall be provided on a monthly basis.

30.9 Employees assigned by the Chief of Police on a full-time basis as members of the School Resource Officer squad shall receive a special payment of $150 per month. Payment shall be provided on a monthly basis.

30.10 Police Honor Guard. Officers, Corporals, and Sergeants who volunteer for and are selected to perform Honor Guard duties on a full-time basis shall receive a special payment of $150, paid monthly.

30.11 Limited English Proficiency Language Incentive. Employees designated and assigned by the Police Chief as qualifying for the Limited English Proficiency Incentive shall be paid a special payment of $150.00 per month. 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 the TPD Personnel Division, at the Tampa Police Department's expense. The determination of the languages needed and number of participants will be at the discretion of the Police Chief.

30.12 Employees assigned by the Chief of Police on a full-time basis as members of the Crowd Management Group shall receive a special payment of $175 per month for FY26, $200 per month for FY27 and $225 per month for FY28 . Payment shall be provided on a monthly basis.

30.13 Should an employee be assigned to more than one of the assignments covered by section 30.1 through 30.8, 30.10, and 30.12, the employee shall be eligible to receive only one special payment.

30.14 Special payments of $150, $250 or $300 per month are based on 62 cents, $1.04 and $1.25 per hour at 150% (92 cents, $1.56 and $1.88 for 160 hours) respectively and will not be compounded by overtime.

30.15 K-9 Team Under the current provisions of the Fair Labor Standards Act officers who are assigned by the Chief of Police as K-9 officers will be paid for the care of dogs after their normally scheduled work hours at the rate of $8.00 per hour. The City and the PBA hereby agree that an average of seven (7) hours per week is spent on such duties. K-9 officers will not work beyond the seven hours established for these duties unless exigent circumstances indicate a need and only upon the approval of a supervisor. The parties further agree that it is the prerogative of the City whether time spent in excess of the above is necessary.

30.15.1 Whenever a K-9 officer is eligible for overtime pay at 150%, the premium pay shall be based on the "weighted average" of the employee's two rates of pay (the one for law enforcement and the one for canine care) as required by the current provisions of the Fair Labor Standards Act.

30.15.2 K-9 officers will be charged with the appropriate leave whenever they work less than the regularly scheduled (40) forty hours per week for law enforcement duties but continue to perform canine care duties. The seven (7) hours for canine care will not be counted towards the regularly scheduled work cycle as long as leave does not exceed two regularly scheduled shifts in a pay cycle.

30.16 Mounted Patrol. Under the current provisions of the Fair Labor Standards Act, officers who are assigned by the Chief of Police as Mounted Patrol officers and those who are assigned by the Chief of Police as alternate Mounted Patrol officers will be paid for the care of the horses after their normally scheduled work hours at the rate of $8.00 per hour. The City and the PBA hereby agree that an average of seven (7) hours per week is spent on such duties. Mounted Patrol officers will not work beyond the seven (7) hours established for these duties unless exigent circumstances indicate a need and only upon the approval of a supervisor. The parties further agree that it is the prerogative of the City whether time spent in excess of the above is necessary.

30.16.1 Whenever a Mounted Patrol officer is eligible for overtime pay at 150%, the premium pay shall be based on the "weighted average" of the employee's two rates of pay (the one for law enforcement and the one for equine care).

30.16.2 Mounted Patrol officers will be charged with the appropriate leave whenever they work less than their regularly scheduled work hours per week for law enforcement duties but continue to perform equine care duties. The seven (7) hours for equine care will be counted towards the regularly scheduled work cycle, as long as leave does not exceed two regularly scheduled shifts in a pay cycle.

ARTICLE 31
SERVICE TRAINING

31.1 The City agrees to make a good faith effort to provide an average per employee of at least forty (40) hours of service training per year. The term service training shall include all training provided during working hours. The PBA shall provide its recommendations for training to the Police Chief by November 1 of each year.

31.2 All training requests in addition to service training shall not be unreasonably denied. Employees will be afforded the opportunity to attend, at a minimum, forty (40) hours of additional training in TDY status based on departmental need for that training. Any class eligible for salary incentive under CJSTC rules will be treated as such, regardless of whether the employee attends the class on a TDY basis. All denied classes will require a response to the employee with justification for the reason of denial by the Division Commander.

ARTICLE 32
TUITION REIMBURSEMENT

32.1 Amount. The City shall reimburse employees for approved training up to a total amount of $3,500 per fiscal year for undergraduate degree tuition fees, $4,500 for masters degree tuition fees, and $6,000 for doctoral tuition fees. The City will not reimburse an employee for books, materials, supplies, application fees or transportation.

32.2 Eligibility. 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.

32.3 Recipients of Scholarships. An employee receiving a scholarship or grant for education may be eligible for reimbursement. The tuition reimbursement application and grant or scholarship documentation will be reviewed by the Department of Human Resources' Training and Development Unit for eligibility. Such scholarships and grants include, but are not limited to, GI benefits, social security benefits and tuition waivers.

32.4 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.

32.5 Approval. In order to receive reimbursement, the employee must fulfill the requirements as outlined by the Department of Human Resources' Training and Development Unit. The cumulative total reimbursement for bargaining unit employees shall not exceed $150,000 per fiscal year.

32.6 State Education Incentive. Pursuant to Florida State Statute Chapter 943.22, employees are compensated for higher education in criminal justice related programs. Employees receiving basic certification prior to July 1, 1980, receive $25.00 per month; employees having a community college degree or equivalent receive $30.00 per month; employees having a bachelor's degree receive an additional $50.00 per month; employees completing qualifying blocks of approved

training as established by the State Career Development Program receive $120.00 per month. The maximum aggregate amount any employee receives under FSS 943.22 is $130.00 per month. The City of Tampa provides payments as required under FSS 943.22. These benefits are directed by State Law and are separate and apart from any Tuition Reimbursement Program sponsored by the City of Tampa. The parties recognize that should the State alter or cease this program, the City shall not be held responsible for continuing the payment of said funds.

ARTICLE 33
MEDICAL INSURANCE

33.1 The PBA shall design, implement, administer and manage a health care trust ("Trust") PBA to provide medical, dental, vision and additional benefits that do not adversely affect City benefit plans ("Trust Benefits") to all active bargaining unit and non-bargaining unit sworn employees, eligible family members and legal dependents ("Trust Participants"). The PBA shall bear all costs associated with the design, implementation, administration and management of the Trust. The City's participation in, and its contribution to the Trust, shall be limited to, and consist entirely of, the payment of the contributions provided for in this Article. Participation in the Trust is mandatory for all active Police Department sworn bargaining unit employees. Participation in the Trust is optional for all active sworn non-bargaining unit employees.

33.2 Following ratification and execution of this Agreement, the PBA with exclusive discretion, will administer the trust and its respective benefit plans. The PBA shall bear all costs incurred in the establishment and administration of the Trust, including but not limited to compliance with any and all laws and regulations relating to or applicable to the Trust.

a. Upon establishment of the trust, a copy of all final agreements and/or amendments related to the Trust and Trust Benefits shall be provided to the City within thirty (30) days of the effective date(s) of the Agreement(s). The establishment and administration of the Trust shall be in accordance with all applicable Federal and/or Florida state laws.

b. The City will retain responsibility for the benefit and administrative costs of medical coverage claims incurred by Trust Participants up to and including December 31, 2020.

c. The City will continue to provide health insurance benefits to eligible sworn retirees and their eligible dependents as specified in Fla. Stat. 112.0801. The health care trust shall make available retiree health insurance benefits to eligible sworn retirees and their eligible dependents the same health and hospitalization insurance coverage as is offered to eligible active employees at a premium cost of no more than 150% of the health care trust insurance premium applicable to such active employees. This applies to employees who retired on or after October 1, 2019.

d. The City will continue to provide COBRA continuation coverage to those Trust Participants who were already covered by COBRA, up to and including December 31, 2020. The City shall provide an updated list of additions or deletions as of such date. Beginning January 1, 2021 and thereafter, the Trust shall be responsible for compliance with all laws and regulations relating to the continuation of health insurance benefits as required by COBRA with respect to Trust Participants and their dependents, including, but not limited to, providing required notifications, and administering and maintaining any continuation coverage elected thereunder.

e. The Trust shall design, implement, administer and manage the health insurance in accordance with all applicable insurance laws and regulations, including, but not limited to, all filings which may be required to be made with the Department of Labor as defined under ERISA (Employee Retirement Income Security Act of 1974). The City and Trust shall provide to each other all information and supporting documents necessary for the other party to comply with any applicable insurance requirements.

f. Beginning January 1, 2021 and thereafter, any wellness center funded by the City shall continue to be available for use by Trust Participants. Any increase in administrative costs associated with an increase in the use of the Wellness Centers by Trust Participants or with changes in the benefits or vendors offered by the Trust shall be paid by the Trust. The City, the Trust and its respective agents have the right to request relevant data in respect to Trust health plan utilization and cost needed for the evaluation of the impact of the Trust's participation in the City sponsored Wellness Center.

g. In the months of May and September of each year, the Trust shall submit claim reports to the City or its representatives:

- In or around September of each year, the Trust shall supply the renewal rate action to the city or its representatives.
- For each plan offered, 24 months of plan experience, including monthly enrollment and monthly paid claims split by medical, pharmacy, and capitation.
- A listing of all paid claimants with over $100,000 in paid claims during each of the most recent 24 months.
- If available from the administrator or carrier, the Trust shall provide to the City or its representatives a lag report showing claims incurred and paid by month for the most recent 24 months with separate reports for medical and pharmacy.
- The current enrollment by plan and dependent tier.
- All information as reasonably requested of the City in order to meet its GASB reporting requirements shall be requested of the Trust 60 days in advance.
- All plan renewal costs, expenses and margin retention will be made available to the City and its representatives with the submission of other claims data.
- When completed and available, a copy of the IRS Form 5500.

All claims information shall be de-identified so as not to constitute Protected Information.

In the event the Trust transitions to a self-funded plan and the rate developed by the Trust and differs by more than 2% from the City consultant's projection, then the parties agree to negotiate in good faith to reconcile such difference.

33.3 The City will notify the person(s) designated by the Trust within ten (10) working days of an employment event that would affect eligibility for coverage under the Trust. An "employment event" would include, but is not limited to: new hire, termination, retirement, and any extended leave, either paid or unpaid, of more than thirty (30) days.

33.4 The Trust and the City will mutually coordinate and direct Trust participants to report changes in family member eligibility to the Trust's third-party administrator and to the City.

33.5 City Contribution. At least fifteen (15) days before the Trust coverage start date, or commencing on December 20, 2020, whichever is later, the City shall contribute to the Trust an amount equal to $780.21 per month per enrolled active Police Department sworn bargaining unit employee and monthly thereafter for the duration of the agreement. On December 20, 2021, and each subsequent year thereafter, the City's contribution will be increased by 6% from its immediate past year's contribution. Additionally, the City shall contribute one-hundred thousand dollars ($100,000) for start-up costs within ten (10) days after this Agreement is ratified by the PBA, approved by City Council, and executed by the Mayor . Moreover, the City agrees to a one-time contribution of a portion of its health insurance reserve monies currently held in reserve in the amount of $1,282.30 per enrolled eligible employee (i.e. $1,937,555 total). Payment of such reserve monies shall be made in lump sum before the coverage start date but in no event after December 20, 2020. Effective December 20, 2025, the City agrees to increase the funding for the Trust participants to the lesser of the actual renewal increases and administration fees of the Trust up to 8% each year of this agreement.

The City will reimburse the Trust on a quarterly basis for the duration of this agreement, in the amount not to exceed $250,000 quarterly based on the actual HRA expenses provided to the City by the Trust. Payment will be initiated upon receipt of invoice with supporting de-identifying documentation. Effective January 1, 2026, the reimbursable HRA expenses will not include amounts earned and rolled over from previous plan years.

33.6 Employee Contribution. The City shall make standard payroll deductions for health insurance within the normal course of the City's payroll operations. Participation in the Trust plan shall be mandatory for all active eligible Police Department sworn employees who have had continuous health care insurance coverage. There shall be no opt out clause provided unless an eligible Trust member elects to utilize the City's dual family credit program and enroll as a spouse or registered domestic partner as defined by Code in an alternative health insurance plan offered by the City.

33.7 All new employees hired by the City and represented by the Union and all current active eligible sworn non-bargaining unit employees must sign a new salary reduction agreement, pursuant to Section 125 of the Internal Revenue Code, during the City's open enrollment,

indicating that: a) the employee consents to the Trust being the recipient of their pre-tax Section 125 deduction; and b) the coverage selection will continue from year to year, including any changes in required contributions, unless changed by the employee during a subsequent open enrollment period.

33.8 The Trust will report monthly to the City all changes in employee enrollment which affect payroll. The City will collect employee contributions via payroll deduction and transmit those contributions to the Trust administrator within ten (10) working days following the end of each payroll period. The City shall provide the Trust on a monthly basis with a list of Trust participants for whom employer and employee contributions were made for a specific payroll period. The City shall charge the Trust thirty cents ($0.30) per eligible Trust contributory participant each month as an administrative processing fee in making such aforementioned payroll withholdings.

33.9 Affordable Care Act. The Trust shall maintain its health insurance plan in accordance with the Patient Protection and Affordable Care Act of 2010 (“the ACA”) and shall provide health coverage that is “affordable” and that provides “minimum value” as mandated by the ACA to all Trust Participants. The Trust shall be responsible, as the Plan Sponsor, for producing and providing to all Trust participants ACA mandated forms and disclosures and file all pertinent forms and or disclosures with the Internal Revenue Service or such pertinent regulatory agency as may be required. The City shall be responsible, as the “Employer,” for producing and filing all ACA mandated forms and disclosures with the Internal Revenue Service or such pertinent regulatory agency as may be required. The City shall provide the Trust all demographic and employment information on the eligibility files to allow the Trust to accurately report information to the Internal Revenue Service. The Trust will be responsible for payment of ACA mandated fees for the Trust medical plan(s) including the Patient-Centered Outcomes Research Institute fee and other fees which may be mandated in future years. The Trust shall hold the City harmless from and against any losses and liabilities (including attorneys’ fees) related to ACA compliance and reporting requirements with respect to Trust Participants, including, but not limited to, any penalties or payments the City may be required to pay under the employer shared responsibility and reporting provisions of the ACA as a result of the City agreeing to allow the Trust to provide health insurance coverage instead of the City offering and providing such coverage, provided such non-compliance is the sole and direct result of the Trust’s failure to comply with same.

The Trust shall provide to the City, prior to the beginning of each plan year, documentation that the Trust medical plan(s) meet the ACA mandated requirements for providing “essential health benefits” and provide “minimum value”, and provide a copy of each mandated “Summary of Benefits and Coverage” (SBC) for each trust plan(s). It shall be the responsibility of the Trust to make the SBC(s) available to all Trust plan participants in accordance with the ACA.

The PBA shall be responsible for compliance with any laws or regulations applicable to the establishment of the Trust or the design, implementation, administration, and management of the Trust.

33.10 Hold Harmless and Indemnification and Disclaimers

a. The City shall defend, indemnify and hold the Union and all of its officers, representatives, agents and employees harmless from any and all liability and costs incurred relating to claims, including COBRA coverage, violations, fines, mandates and damages that are or become the obligation or responsibility of the City pursuant to the periods of coverage articulated in this Agreement. Conversely, the Union shall defend, indemnify and hold the City and all of its officers, representatives, agents and employees harmless from any and all liability and costs incurred relating to claims, including COBRA coverage, violations, fines, mandates and damages that are or become the obligation or responsibility of the Trust pursuant to this Agreement during the periods of coverage articulated in this Agreement.

b. It is understood that those civilian employees who are married to or have entered into a registered domestic partnership as defined by Code, with sworn employees covered by the Trust continue to remain eligible for the dual family premium credit.

c. c. Should the Trust be terminated, it must provide notice of its election to join the City’s health insurance by April 30th of the year prior to returning to the City’s health insurance plan.

33.11 All reports and other information provided by the City and Trust pursuant to this Section shall be submitted in good faith.

ARTICLE 34
LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

34.1 Coverage. The City agrees to provide Life and Accidental Death and Dismemberment insurance to employees in the amount equal to the employee's salary up to a maximum of $150,000 each ($300,000 total). The amount of the annual salary shall be as indicated in Appendix A, based on the employee's grade and step.

Consideration for providing this benefit is included in the determination of wage rates contained herein.

34.2 Retirement Coverage. An employee who retires shall have the right to retain the City's life insurance coverage in the amount of $4,000. The cost of such coverage shall be deducted from the retiree's pension check.

ARTICLE 35
PROMOTIONS/ASSIGNMENTS

35.1 Promotions. A promotion shall be defined as a permanent elevation in rank from the classification of Police Officer to Detective/Corporal; or Police Detective/Corporal to Police Sergeant; or Police Officer to Police Flight Officer; or Police Flight Officer to Police Sergeant; or Police Sergeant to Police Lieutenant. All promotions shall be accomplished in the manner provided in the Civil Service Law, rules and regulations of the City of Tampa which require that an employee be certified on the eligibility list.

35.2 Assignments. The position of Chief Pilot, Flight Supervisor and any acting position shall be deemed to be assignments and the assignment to or transfer from such positions shall be at the sole discretion of the Chief of Police. The Chief of Police shall meet, upon the request of the employee, prior to a transfer or reassignment. The Chief's decision shall be final. Transfer or reassignment decisions shall not be subject to the parties' grievance procedure.

35.3 Promotional Exams. At least four (4) months prior to each promotional written examination the City shall list the sources from which the examination is taken and the date for the test. The City shall notify the PBA of methods of tests to be used, sources to be studied, the weight of the test instruments to be used for developing the final score, and the eligibility requirements to sit for the examination. The promotional examination will consist of 100 questions that will be weighted at 100%. Employees that achieve a passing score of 70 will have their additional points awarded for seniority and education, as applicable. There will be separate tests for the ranks of Police Detective/Corporal, Police Sergeant, and Police Lieutenant

35.3.1 If the identification of a source is required to the answer of a test question or test section, the source shall be given in the body of the question.

35.3.2 Promotional examinations required to fill vacant positions shall be given every two (2) years or prior to the exhaustion or expiration of the current eligibility list with the new eligibility list invalidating the existing one unless otherwise modified through a change in the Civil Service Rules and Regulations. The City will endeavor to hold all promotional testing by August 15th in applicable years.

35.3.2(a) Seniority and Educational Points – All candidates should rely on the official City of Tampa job posting for critical information. Points will be awarded up to midnight of the day before the test is given. For all points awarded, the following applies:

1. Seniority Points – Employees with a passing score on the Detective/Corporal or Sergeant examination who meet the minimum years for promotional eligibility shall be awarded one (1) point for each year of service as a sworn officer with the Tampa Police Department. The maximum number of seniority points available shall be twenty (20).

2. Educational Points – Points will be awarded for the highest level of education as follows and will be listed in every promotional job posting. All education must be completed and verification of completion should be provided with application submission, but no later than the closing date:

   Associates Degree – 3.0 points
   Bachelor's Degree – 5.0 points
   Master's Degree – 8.0 points
   Doctorate Degree – 10.0 points

3. FTO Points – For eligible candidates taking the Corporal/Detective or Sergeant exam, 1 point will be awarded for every three (3) years spent as a full-time member of a designated FTO squad. Service calculation will be effective as of January 1, 2024, and will only include time spent as an FTO while employed at the Tampa Police Department.

35.3.3 Test Review Process.

a. Candidates will be permitted to review a copy of their answer sheet, answer keys, and a test booklet for multiple choice tests or the equivalent electronic materials. The review period will be announced and scheduled following the administration of the written tests and shall provide at least four (4) days for employees to complete this review.

b. Candidates must file, in writing, any protest concerning examination items during their scheduled review period. Any protest submitted shall be restricted to the source material used for the question protested as provided in that section of the test.

c. Management will endeavor to conduct reviews to accommodate varying shifts and cycles of the promotional examination candidates.

35.3.4 No re-examinations shall be granted and all candidates shall test on the specified day of the exam. Provisions necessary to administer the exam to candidates unable to respond to the testing site for medical reasons shall be made if applicable. Employees on Military Leave must take the examination within 15 days after return to work from Military Leave.

35.4 Eligibility Lists. A separate eligibility list shall be utilized for each promotional rank. When a Police Detective/Corporal vacancy is to be filled by promotion, the City shall certify 50% of the eligibles ranking highest plus two (2) additional names for each additional vacancy. When a vacancy is to be filled by promotion to Police Sergeant, the City shall certify 35% of the eligibles ranking highest plus two (2) additional names for each additional vacancy. When a Lieutenant vacancy is to be filled by promotion, the City shall certify the top three (3) candidates with two (2) additional names for each additional vacancy. No effort will be made to break the scores for the first and last vacancies. Intermediate tie scores will be counted on a one-for-one basis.

35.4.1 A Detective/Corporal shall complete one year in the rank of Detective/Corporal before being eligible for promotion to Sergeant but shall be eligible to take the Sergeants exam.

35.4.2 Prior to the administration of the tests, the tests shall be reviewed for relevancy and accuracy by a City of Tampa Police Lieutenant (or higher rank) selected by the union and the City. Any questions determined by the designated Lieutenant to be outside the scope of the duties and responsibilities of a police sergeant shall be eliminated from the applicable test. Additional test questions will be prepared for screening by the designated lieutenant to replace any stricken questions so that the test consists of 100 multiple choice questions. The procedure contained herein shall not alter the test review process as provided in article 35.3.3.

ARTICLE 36
PERSONNEL RECORDS

36.1 Personnel records shall be kept confidential and not released to any person except officials of the City, or in response to Court Order, or as otherwise provided by law. However, employees may at their discretion waive this right. The employee shall be provided one copy free of charge, upon request, at the time the document is issued. In addition to the provisions of Article 38.6, it shall be the right of any employee, or their legal or Union representative upon presentation of the employee's written authorization, at reasonable times, to inspect and make copies, at their own expense, of the employee's personnel file. The cost of such copies shall be pursuant to Florida statute Chapter 119. Whenever a request is made to review an employee's personnel file, the City shall notify the employee of the request and the identity of the party making the request, to the extent such identity is known.

36.2 Pursuant to law, all documents in the City's personnel file are permanent records. Letters of counseling are not placed in the City's personnel file. In the event that a one (1) year period elapses following the date the City became aware of the conduct leading to a letter of counseling, during which the employee receives neither a subsequent letter of counseling or disciplinary action, the letter of counseling shall be removed from the department personnel file. Provided, however that any letter of counseling shall remain in the department personnel file for a minimum of six months. Where a three (3) year period elapses following the date the City became aware of the conduct leading to written reprimand, suspension or dismissal, the written reprimand and associated documents shall be indicated as void in the employee's personnel file. Provided, however that any written reprimand shall remain in the departmental personnel file for a minimum of one year. Letters of complaint where there is a finding that the complaint is false or unfounded shall be voided upon such finding.

Employees shall be responsible for bringing their eligibility for voiding documents to the attention of the City.

36.3 Employees shall be required to initial all entries into their pending evaluation file. Employees shall be required to initial all entries into their City or departmental personnel file whenever the entry is a discipline or performance related matter, provided however that letters of

commendation shall not require the employee's initials.

ARTICLE 37
FORMAL INVESTIGATIONS

37.1 Whenever an employee is under investigation and subject to interrogation by the Internal Affairs Unit or by the Department in a matter which could lead to disciplinary action, demotion or dismissal of the employee under interrogation, such interrogation of such an employee shall be conducted in the following manner:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.

(b) The interrogation shall be conducted at the police station or Internal Affairs Bureau.

(c) The employee shall be advised if they are a witness or are under investigation and if under investigation shall be informed of the nature of the charge which is under investigation and the rank, name and command of the officer in charge of the investigation, the interrogation officer, and all persons present during the interrogation. In the event that an employee is called as a witness and during interrogation becomes the subject of an investigation they shall be so informed and shall be given a reasonable opportunity to exercise the right to representation afforded by this Article. All questions directed to the employee under interrogation shall be asked by and through one (1) interrogator at a time. The employee under investigation shall be informed of the identity of the individual person(s) who are the complainant(s). The employee under investigation, along with legal counsel or any other representatives of their choice, limited to two (2) total, may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview.

(d) Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonable. No rest period or break will be granted during questioning when a question has been asked and the answer is still pending.

(e) The employee under interrogation shall not be subjected to offensive language. No promises or reward shall be made as an inducement to answering any questions.

(f) The formal interrogation of the employee, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Additional recordation may be by the employee or their representative. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(g) If the employee under investigation is under arrest, or is likely to be placed under arrest as a result of the interrogation, they shall be completely informed of all of their rights prior to the commencement of the interrogation.

(h) Upon the request of an employee who is the subject of an investigation covered by this Article they shall have the right to be represented by any representatives of their choice including an attorney, limited to two (2) total, who shall be present at all times during such interrogation. Whenever such representative(s) are not immediately available, the investigation shall be postponed for a reasonable period of time in order to afford the employee the opportunity to a representation.

(i) The employee shall, if they so request, receive a copy of their statement, any transcript which is prepared of the oral questions and answers or any summary of their testimony prepared by the Department.

(j) Notwithstanding the rights and privileges provided by Florida Statutes 112.532, Florida Statutes 112.532 does not limit the right of the City to discipline or to pursue criminal charges against an officer.

(k) 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 or until the end of their next scheduled shift, whichever

is later, to submit such a statement. The employee shall be entitled to review all supporting documentation prior to submitting the written statement.

(l) Should an employee be charged with Standard of Conduct, the charge shall be specific in its allegations and shall describe the conduct which is the basis of the charge.

(m) The provisions of this section shall apply only to investigations covered by this section and shall not apply to any other form of investigation.

37.2 In cases where it is decided to relieve an employee from duty pending an investigation or other administrative action, the employee will remain on full salary and shall not lose any benefits during this period of time. The employee shall be informed of the general reason(s) for which he or she is being relieved of duty.

37.3 When an investigation by Internal Affairs is completed, the Division Commander shall determine the disposition of the investigation according to the following:

(a) Sustained: The investigation disclosed sufficient evidence to prove clearly the allegation made in the complaint.

(b) Unfounded:

(1) Not Involved: The investigation disclosed that the named employee was not involved in the alleged incident.

(2) Exonerated: The acts which provided the basis for the complaint or allegation occurred; however, investigation revealed that they were justified, lawful, and proper.

(3) Unwarranted: The allegation was made in good faith without malicious intent. However, investigation disclosed that the allegation lacks basis in fact.

(4) False: The allegation is false. The alleged incident never took place.

(c) Not sustained: The investigation failed to disclose sufficient evidence to prove the allegation made in the complaint.

(d) New Complaint Not Based On Original Complaint - Sustained: New substantiated complaint not mentioned in the initial allegation was disclosed by the investigation and is sustained. Original complaint unsubstantiated or unfounded. The record of the disposition of the unfounded or unsubstantiated complaint of misconduct will not be placed in the employee's personnel file with the sustained complaint.

37.4 In the event that the disposition of the investigation is sustained, the Division Commander shall so inform the employee. Only sustained investigations where the employee receives discipline will be placed in the employee's personnel file.

37.5 In the event that a suspension, demotion, or dismissal is recommended by the command staff as a result of a sustained Internal Affairs complaint, the employee shall be so informed and provided the opportunity to request a Complaint Review Board. The Complaint Review Board process will be conducted in accordance with the Tampa Police Department S.O.P. 641.2. In the event it becomes necessary to change this procedure, the PBA will be advised of anticipated changes in accordance with Article 8.5.

37.6. Except as provided in Florida Statutes section 112.532 and as required by Florida Statutes 112.532 effective July 1, 2005 for actions arising on or after that date, and as required by Florida Statutes 112.532 effective July 1, 2009 for actions arising on or after that date, no disciplinary action, suspension, demotion or dismissal shall be undertaken by the Department against an employee for any act, omission, or other allegation of misconduct if the investigation of such allegation is not completed within 180 days after the date the department receives notice of the allegation by a person authorized by the Department to initiate an investigation of the misconduct. In the event that the Department determines that disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the employee of its intent to proceed with disciplinary action, along with a proposal of the specific action sought, including length of suspension if applicable. Such notice to the officer shall be provided within 180 days after the date the Department received notice of the alleged misconduct in accordance with Florida Statutes 112.532, including the exceptions identified therein.

37.7 When an employee is under investigation, by the Internal Affairs Bureau or the Department as the result of a third party complaint, neither the employee, the PBA, nor any member of the

Department shall make any public statements concerning the facts of the case until such time as the investigation has been concluded and action has been taken on result of such an investigation. This provision shall not preclude the confirmation of the fact that such an investigation is being conducted.

37.8 If a third party complaint is filed that alleges criminal conduct and, as a result of the investigation, substantial and competent evidence is adduced which proves that the charges are false, then such evidence will be submitted to the State Attorney for such action as they may deem appropriate. The term "third party complaint" as used in this Article shall apply to any complaint filed by a person who is not a sworn employee of the Tampa Police Department.

37.9 It shall be the responsibility of any officer who obtains a Court Order to Expunge, pursuant to Section 943.0585, Florida Statutes, as amended, to provide a certified copy of such order to the City. Upon receipt of such order, the City shall be responsible for taking all necessary action to carry out the order.

ARTICLE 38
DISCIPLINE

38.1 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 PBA encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

38.2 No employee shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense. The loss of pay in reassignment shall be considered as part of the determination of the disciplinary action. Disciplinary action may include:

1. Informal Discipline
    (a) Oral Admonishment
    (b) Letter of Counseling
2. Formal Discipline
    (a) Written Reprimand
    (b) Suspension -- At the discretion of the Police Chief, 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. At the discretion of the Police Chief with the concurrence of the Director of Human Resources, employees not permitted the forfeiture of annual leave may have the suspension held in abeyance until the grievance process is concluded.
    (c) Demotion
    (d) Dismissal
3. In addition to the above, disciplinary action may include the following:

(a) Payment for lost equipment or equipment damaged due to negligence up to a maximum of $750.00. Such payment shall be made through payroll deductions not to exceed two hours pay per payroll period. Equipment stolen during a criminal act shall not be considered under this section unless due to negligence.

(b) Referral to the Employee Assistance Program.

(c) Training. A general training plan will be provided and utilized to improve the employee's performance or job conduct. Training may also include, but is not limited to, specialized training classes, restriction of shift bid following a penalty of suspension or demotion, or defensive driving. Training costs shall be paid by the City.

(d) Other efforts to improve the employee's performance or job conduct following collaboration with the PBA.

(e) In the event that the City plans to establish other progressive or positive discipline programs, the PBA shall be notified and provided an opportunity to discuss the matter in accordance with Article 8, Section 4.

38.3 Employees will be advised in writing of the basis for any disciplinary action resulting in loss of pay or benefits not later than the time provided by law. An officer shall be furnished a copy of the Notice of Disciplinary Action.

38.4 No officer shall be dismissed, demoted, suspended, transferred, or disciplined or denied promotion, transfer, or reassignment or otherwise be discriminated against in regard to their employment, or be threatened with any such treatment by reason of their exercising the rights granted in this Agreement.

38.5 Any officer who is being interviewed under circumstances where the officer could be subject to discipline shall have a right to have a PBA representative present and/or attorney present. It is the employee's responsibility to notify the PBA of the request for union representation.

38.6 Employees, attorneys and/or their PBA representatives (limited to 2 and if represented by the PBA) may review, upon reasonable request, any supporting documentation contained in a disciplinary package after the completion of any investigation of the matter but prior to the

predisciplinary hearing portion of the investigation. This review shall be requested through the appropriate Assistant Chief or Professional Standards Bureau. Documentation will be provided as soon as practical but shall be provided within three (3) working days. One copy of any of the supporting documentation shall be provided to the employee or PBA representative free of charge upon request. At the time an employee receives a letter of counseling, a written reprimand, a suspension, a demotion, or dismissal, he/she will also receive any and all supporting documentation contained in a disciplinary package when the investigation was conducted at the supervisory level. When the investigation was conducted by Internal Affairs, the documentation will be provided by Internal Affairs at the employee's request.

This section shall not apply in cases in which criminal charges are brought against the affected employee as a result of the departmental investigation. Records in such cases must be obtained through the rules of discovery through the State Attorney's Office.

38.7 The City's Employee Relations Division shall forward to the Union a copy of written reprimands, suspensions, demotions, or dismissals issued to bargaining unit employees.

ARTICLE 39
INCENTIVE LEAVE

39.1 Incentive Leave. Employees shall be credited 8.0, 10.0 or 11.4 hours, as applicable to the employee's work schedule hours of Incentive Leave per payroll calendar year for exceptional performance for safe driving and/or firearms skills.

39.2 Safe Driving. Incentive Leave shall be accrued if the employee's duties require the daily and consistent operation of a City vehicle and the employee has not had any at fault accidents or documented driving violations for one year.

39.3 Firearms. Incentive Leave shall be accrued if the employee receives a master rating with the authorized service weapon at the annual firearms requalification.

39.4 Physical Fitness. Performance measures are found in the Advanced Physical Fitness Incentive Program (AFPI) policy in the three (3) areas: pushups (or dips), 1.5-mile run (or bike ride), and sit-ups (or leg lifts). Employees shall receive 4.0 hours of incentive leave for successfully completing AFPI for a maximum of 24.0 hours.

39.4.1 This program is voluntary and employees must successfully complete the Physical Ability Test (PAT) in order to be eligible. The AFPI is provided twice per calendar year, in March and September unless alternate dates are determined by the Chief of Police.

39.4.2 Each employee’s test shall be administered by a Peer Fitness Team Trainer. The training shall ensure that each repetition performed is completed to standard and the distance traveled is exact. The trainer administering the test shall have final say.

39.4.3 It is agreed that if the City utilizes different equipment for the bike portion, time and/or distance may be amended to match the current work output upon agreement of the Chief of Police, Union and recommendations of the Peer Fitness Team.

39.5 In the event that at the end of the payroll calendar year the employee has not utilized accrued Incentive Leave for Safe Driving and/or Firearms (39.2 and 39.3 above), said remaining Incentive Leave shall be paid at the employee's regular rate of pay at the rate credited of 8.0, 10.0 or 11.4

hours per Article 39.1. In the event that at the end of the payroll calendar year the employee has not utilized accrued Incentive Leave for Physical Fitness (39.4 above), time credited shall be forfeited.

ARTICLE 40
EMPLOYEE ASSISTANCE PROGRAM/DRUG TESTING

40.1 Purpose The City of Tampa and the PBA 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 their future opportunities with the City, however, the EAP shall not replace, alter or be used to circumvent the City's discipline administration policy.

40.1.1 Substance Abuse. The City of Tampa and the PBA 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.

40.2 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.

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

(a) Self-Referral Employees or eligible family members may voluntarily and directly contact the EAP for services. Employees who utilize self-referral due to a substance abuse problem shall be eligible to utilize sick leave or other appropriate paid leave (or a medical leave of absence if eligible) in order to enroll 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 the leave. Reinstatement shall be conditioned on continued monitoring and testing to ensure continued and complete recovery. Only one substance abuse self-referral to the EAP shall be permitted. An employee who fails to complete the program or who resumes use of said substances after the original reinstatement shall be dismissed.

(b) Supervisor/Department Director Mandatory Referral A supervisor/department director may mandate referral of an employee to the EAP for assessment, further referral or counseling services due to: an observable change in behavior that impacts job performance; or documented off-duty conduct that causes concern for the employee or their ability to perform their assigned duties, or the safety of the employee or the safety of others.

(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 discipline procedures.

(c) 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 examinations 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. Substance Abuse Testing is provided in section 40.6.

40.4 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.

40.4.1 Fitness for Duty Evaluations. The parties recognize that at various times and for reasonable circumstances the City may require a fitness for duty evaluation by a professional selected by the City as a condition of being released to full duty which may include drug testing. The City's professional may request that the employee release any medical/psychological records from treating medical providers or counselors provided that the request is limited in time and scope to the specific issue for which the employee has been referred, as determined by the City's professional. In order to complete the Fitness for Duty evaluation, such professional may need to speak to or obtain reports from the EAP counselor. The City agrees that if the employee gives written consent so that such information may be disclosed by the EAP counselor to the City's professional, that under no circumstances shall the information obtained by the City's professional be disclosed any further to any person or entity whatsoever without the employee's further written consent. The employee shall not be threatened or coerced in any manner whatsoever, directly or indirectly, into giving that further written consent. In order to ensure the confidentiality provided by this section, the City shall seek from its professional only their conclusion as to whether the employee is fit for duty.

Prior to the evaluation, if the employee objects to a fitness for duty evaluation due to a reasonable belief that a conflict exists between the professional and the employee, the City shall require that the evaluation be completed by an alternative professional. The selection of the alternative professional must be approved by the City.

40.5 Appointments. Appointments may be scheduled Monday through Friday between the hours of 8:00 a.m. and 6:00 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 three (3) sessions at no cost to the employee. Subsequent treatment sessions are available to the participating employee or family member. These services are generally at discounted rates and may be partially reimbursable under the City's Group Health Care Plan. The EAP will endeavor to refer participants to providers covered by the City's health insurance plan, including those listed as Preferred Providers.

(1) Supervisory referrals will be scheduled during the employee's work hours. If the employee's shift precludes scheduling during their work hours, the employee's work hours will be adjusted to coincide with the appointment. Self-referrals are to be scheduled during the employee's own time through the use of paid or unpaid leave, as applicable.

40.6 Drug Testing. The requirement of an employee to complete a drug test shall be based on reasonable suspicion and/or the Random Substance Abuse Examination Program.

1. Reasonable Suspicion

(a) 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.

(b) The supervisor having reasonable suspicion of the use of alcohol or drugs shall immediately contact the City's Employee Relations Division to arrange for referral for testing. 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 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. Refusal by an employee to submit to said test shall be grounds for dismissal. 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. The "Consent to Perform" must be presented upon arrival at the facility for testing.

(c) Pending the results of the test, the employee may be placed on sick leave. If the employee does not have a sufficient sick leave balance, the employee may be placed on annual leave or Absence Without Pay (AWP) when an insufficient annual leave balance exists.

(d) If an employee tests positive, the employee 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. 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, fails to remain in compliance with the program, or who resumes use of said substances after the original reinstatement to work shall be dismissed.

(e) If the employee tests positive for an illegal substance, the employee shall be dismissed.

(f) If an employee tests negative, any paid or unpaid leave utilized pending the test results shall be corrected to regular pay status.

2. Random Substance Abuse Examination Program. The City shall continue the Random Substance Abuse Examination. The procedures and requirements for the program shall be provided by SOP. Employees who test positive for an illegal substance shall be subject to immediate dismissal. Employees who test positive for a legal substance, usage of which is not verified by prescription for the employee or usage of which had not been disclosed to the supervisor, shall be subject to discipline up to and including dismissal.

CONSENT TO PERFORM - REASONABLE SUSPICION

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/or may result in mandatory referral to the City of Tampa's Employee Assistance Program and required satisfactory completion of any course of treatment prescribed by the EAP.

_____ _____

Employee Signature Date

_____

Witness

ARTICLE 41
WORKERS' COMPENSATION

41.1 Workers' Compensation. Employees injured on duty shall receive benefits provided by the Florida Statutes, Chapter 440, Workers' Compensation Law. The City provides that this benefit begins on the first day of disability.

41.2 Holiday pay shall be treated as a benefit which is paid during the work week in which a City holiday occurs, even when the employee is on Workers' Compensation. Payment shall be on the basis of the employee's work shift so that if the employee on Workers' Compensation had been at work at the time of the holiday, then payment shall be calculated pursuant to Article 18 at the employee's rate of pay on the date of the accident. Holiday pay shall be considered earnings subject to deduction for pension.

41.3 Light Duty. In the event that an employee is at any time determined by the City's designated Workers' Compensation physician 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, then 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.

Failure to perform light duty assignments shall subject employees to disciplinary action, up to and including dismissal.

41.4 Supercompensation. Employees, who are injured on duty and who are not assigned to light duty per Article 41.3, shall receive supercompensation for temporary total disabilities up to a period of twelve (12) consecutive calendar months.

41.4.1 Supercompensation, when added to Workers' Compensation, shall equal the employee's "take home salary". "Take home salary" shall be defined as the employee's base salary (as determined from the amount of the salary for the respective grade and step of the employee)

minus the amount deducted from the salary for pension contributions and minus the amount deducted from the salary for federal withholding taxes. In the event that an employee's Workers' Compensation is reduced per state law, the amount of Supercompensation shall not exceed the amount the employee would have received but for the reduction.

41.4.2 Supercompensation shall cease at the following time, whichever occurs first:

(a) The employee reaches maximum medical improvement, or

(b) The employee has received supercompensation for twelve (12) consecutive calendar months as defined below, or

(c) The employee has returned to full duty, or full time light duty.

In calculating the twelve (12) consecutive calendar months, the following shall

(a) An employee who has a Workers' Compensation injury who returns to full duty, and who is later taken off full duty by a workers' compensation treating physician shall be entitled to supercompensation for a period of twelve (12) consecutive calendar months from the date the employee was taken off full duty, or the date of maximum medical improvement, whichever occurs first.

(b) An employee who has a workers' compensation injury who returns to either part-time light duty or full-time light duty, and who is later taken off light duty by a workers' compensation treating physician shall be entitled to supercompensation for a period of twelve (12) consecutive calendar months from the date the employee was taken off full duty, or the date of maximum medical improvement, whichever occurs first.

(c) Subsequent injuries or re-injury shall be considered new injuries for purposes of supercompensation, and for purposes of calculating the "twelve (12) consecutive calendar months."

41.4.3 In the event that an employee suffers a Workers' Compensation injury meeting the definition of catastrophic contained in Ch.440, F.S., supercompensation shall cease at the following time, whichever occurs first:

(a) The employee reaches maximum medical improvement, or

(b) The employee has received supercompensation for 365 cumulative work days as defined below, or

(c) The employee has returned to full duty, or full-time light duty.

In calculating the 365 cumulative work days, the following shall apply:

(a) An employee who has a Workers' Compensation injury who returns to full duty, and who is later taken off full duty by a workers' compensation treating physician shall be entitled to supercompensation for a period up to the date equal to the remainder of the 365 cumulative work days (from the original use of supercompensation, if any), or the date of maximum medical improvement, whichever occurs first.

(b) An employee who has a workers' compensation injury who returns to either part-time light duty or full-time light duty, and who is later taken off light duty by a workers' compensation treating physician shall be entitled to supercompensation for a period up to the date equal to the remainder of the 365 cumulative work days (from the original use of supercompensation, if any) or the date of maximum medical improvement, whichever occurs first.

41.4.4 The total amount paid for Workers' Compensation and supercompensation shall not exceed the amount of salary such employee would have received had the employee not been on Workers' Compensation.

41.4.5 An employee who has not reached maximum medical improvement, but who is on part-time light duty, shall receive supercompensation in an amount which, when added to light duty pay, shall equal the employee's "take home salary" as specified in Article 41.4.1.

41.5 Workers' Compensation Leave of Absence. An employee who reaches maximum medical improvement, or has remained on Temporary Total Disability for twelve months may be placed on a Workers' Compensation Leave of Absence or on Light Duty in Lieu of Workers' Compensation Leave of Absence as noted in 41.8.

41.6 Eligibility. All employees, regardless of length of service, are eligible for either a Workers' Compensation Leave of Absence or Light Duty in Lieu of Workers' Compensation Leave of Absence. The decision to place an employee on either status is at the discretion of the Chief of Police with the concurrence of the Director of Human Resources. This action does not require a request from the employee.

41.7 A Workers' Compensation Leave of Absence is provided to an employee who, after having reached maximum medical improvement or after twelve (12) 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.

41.7.1 Length. A Workers' Compensation Leave of Absence may be granted for a specific period greater than fourteen (14) calendar days but not in excess of six (6) continuous calendar months. The Chief of Police may grant extension periods up to an additional six (6) continuous calendar months, to the original leave of absence with the approval of the Director of Human Resources, for a maximum total of twelve (12) continuous calendar months. A period of less than fourteen (14) calendar days may be granted as excused Leave Without Pay ("AWP") at the discretion of the Chief of Police.

41.8 Light Duty in Lieu of Workers' Compensation Leave of Absence. An employee who reaches maximum medical improvement, or has remained on Temporary Total Disability for twelve months, shall not be placed on a Workers' Compensation Leave of Absence if the employee is on light duty or returns to work on light duty as of the date the Workers' Compensation Leave of Absence would have commenced. The City shall notify the employee in writing that the light duty is provided in lieu of the Workers' Compensation Leave of Absence for a period of up to six months, with two three-month extensions permitted the same as provided for the Workers' Compensation Leave of Absence.

41.9 It is further agreed that through the provision for light duty (Article 41.2) and Light Duty in Lieu of Workers' Compensation Leave of Absence, the City intends to minimize payments for supercompensation aggressively. In the event that an employee has reached MMI, the employee shall be responsible for reporting the MMI status to the Police Department and shall

make restoration to the City of any supercompensation payments made after the date the employee reached MMI.

41.10 Exception. An employee who is placed on a Workers' Compensation Leave of Absence or Light Duty in Lieu of Workers' Compensation Leave of Absence must file a complete application for disability retirement within forty-five (45) calendar days of being placed on either status. An employee who complies with this requirement shall be granted an additional extension of the Workers' Compensation Leave of Absence or Light Duty in Lieu of Workers' Compensation Leave of Absence in the event that the employee has not returned to full duty, retired, or voluntarily resigned. Extensions shall be granted up to thirty (30) calendar days following the final action of the pension board on the application for disability retirement, provided however, that under no circumstances shall the Workers' Compensation Leave of Absence or Light Duty in Lieu of Workers' Compensation Leave of Absence exceed fifteen (15) continuous calendar months unless a special extension is granted by the Director of Human Resources.

41.11 Benefits. Benefits shall be in accordance with medical leave of absence policies as found in Article 23. Continuous service (calculation of longevity award, bonus annual leave hours, salary review dates, and seniority) is not adjusted due to a Workers' Compensation Leave of Absence. 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.

41.12 Reinstatement. Any reinstatement shall require acceptable medical substantiation by the examining physician and clearance by any physician or other health care provider designated by the Police Chief. If the employee's physical condition is such that the employee is able to perform the job, the employee will be reinstated to the classification occupied at the time the leave was granted. All benefits shall commence again when an employee is reinstated to a former or new position.

41.13 At the expiration of the Workers' Compensation Leave of Absence or Light Duty in Lieu of Workers' Compensation Leave of Absence, an employee will be terminated unless the employee is physically able to and has returned to City of Tampa employment or has chosen to voluntarily resign or retire. An employee shall be subject to immediate termination if the employee accepts other non-City employment during the approved Workers' Compensation status. The preceding

sentence shall not be applicable to the seeking or acceptance of employment pursuant to the wage loss provisions of the Workers' Compensation Act provided that the employee notifies the City of the seeking and acceptance of such employment.

41.14 Definitions.

Maximum Medical Improvement. The date after which recovery or lasting improvement can no longer reasonably be anticipated. Only the physician authorized by the City of Tampa Risk Management Division can determine a maximum medical improvement date.

Temporary Total Disability (TTD). The recuperative period of time during which an individual is not able to perform at full capacity the duties which the employee was performing at the time of injury. Only the physician authorized by the City of Tampa Risk Management Division can determine the temporary total disability recovery date.

41.15 Retirement. In the event that an employee applies for disability retirement with the Fire and Police Pension Board and there is disagreement regarding disability between the pension physicians and Workers' Compensation Physicians, the following shall apply:

(a) In the event that the pension physicians deny a disability retirement and the Workers' Compensation physician agrees to return the employee to full duty, then all Workers' Compensation benefits shall cease and the employee will return to full duty. Failure to return to duty on the date specified shall result in dismissal.

(b) In the event that the employee is denied a disability pension and the treating worker's compensation physician does not agree to return the employee to work, then thirty (30) days following final action of the Pension Board, the employee's Workers' Compensation Leave of Absence shall terminate and the provisions of Article 23.2.7 shall apply. It is the intent of this provision that the decision of the Pension Board as to the existence of such a disability shall be binding upon the City and the employee for the purpose of determining continued eligibility for Workers' Compensation Leave of Absence or medical substantiation for return to full duty as specified in Article 23.2.6, but for no other purpose.

41.16 If the employee is entitled to wage-loss benefits under s.440.15(3) and/or permanent total disability benefits under s.440.14(1), F.S. and City of Tampa Pension benefits, such City of Tampa benefits shall be primary and the wage-loss benefits or permanent total disability benefits shall be supplemental only. The sum of the City of Tampa Pension benefits and wage-loss benefits and/or permanent total disability benefits shall not exceed 100% of the employee's average weekly wage, and in no event shall the offset work to reduce said benefits below the average weekly wage.

41.17 The parties agree that all disputes regarding issues covered by Ch. 440, Florida State Statutes shall be handled exclusively through mechanisms provided under Ch. 440, Florida State Statute and that those issues shall not be subject to the grievance and arbitration procedure.

ARTICLE 42
SICK LEAVE SELL BACK POLICY

The City of Tampa will provide the benefit for sworn employees eligible to retire the option to use accrued sick leave time to fund their Deferred Compensation Program pursuant to the terms of this policy and consistent with Internal Revenue Service (IRS) regulations in the following manner:

A. An employee who is within three (3) years of the completion of their DROP period and who wishes to sell back accrued sick leave must notify the City, in writing of their election to participate no more than three (3) years before the end of their DROP period.

B. The annual election to sell back accrued sick leave becomes irrevocable once the employee makes such election.

C. When an employee elects to sell back accrued sick leave, the City will compensate the employee on an hour-for-hour basis for one third (1/3) of 50% of the hours that are in the balance at the time the election was made. Leave will be depleted in three (3) equal annual installments during the three-year period prior to normal retirement eligibility. Advance payments will be made on an hour-for-hour basis at the employee's regular rate of pay at the time the payments are made. An employee's contribution to all deferred compensation accounts shall be limited by applicable IRS regulations.

D. Periods of employee election, and payment dates shall be established by the City of Tampa in accordance with IRS regulations. To initiate participation in this program, employees must submit the **Initial Election to Participate in the Annual Sick Leave Sell Back Program for Deferred Compensation** (Sworn Employees Only) form.

E. Sick leave sell back is limited to once per payroll calendar year. Employees may elect to sell the sick leave at any time during the calendar year by submitting the **Annual Election of Sick Leave Sell Back Program for Deferred Compensation** (Sworn Employees Only) form.

F. Any sick leave accrual during the three (3) year sell back period would not be included in the advance payments. Any leave remaining in an employee's sick leave balance will be paid to the employee in a lump sum at retirement in accordance with policies.

G. Employees can only sell back/defer the allowable calendar year maximum amount permitted by IRS rules. Employees electing the three (3) year IRS "catch-up" provision must present documentation every year from the Deferred Compensation vendor clearly identifying the maximum contribution allowed for the year.

H. Additionally, as part of this program an employee's membership in the Sick Leave Bank is terminated at the time of election to participate.

I. This option is not available to an employee who would have fewer than eighty (80) hours sick leave at the time of election to participate.

J. As with all benefits programs, this program may be altered or discontinued at any time. Any dispute arising over the Sick Leave Sell Back Policy may not be appealed through any grievance/arbitration procedures.

K. If an employee is not a DROP participant but wishes to participate in their last three years of employment, the additional form **"Statement of Resignation/Retirement Date"** is required which certifies their irrevocable resignation/retirement date and which shall serve as the official notification of the date in the payroll system. Items B-J as listed above shall apply to those employees who are not DROP participants but wish to participate in their last three (3) years of employment.

ARTICLE 43

SICK LEAVE SHARING PROGRAM

43.1 All sworn employees who have exhausted all accrued leave time (sick, annual and compensatory time) and must be absent from work for three (3) or more consecutive days to care for their own illness or an immediate family member's illness may qualify as a sick leave sharing program benefactor. If the employee that has exhausted their leave time is enrolled in, and qualifies for the sick bank, the sick bank will be utilized first.

43.2 To be eligible to receive program benefits, the employee must have an approved Family Medical Leave Act application on file in Human Resources and must have a zero (0) balance in their sick, annual, and compensatory time leave accrual accounts. **Employees who participated in the Sick Leave Sell Back program are not eligible for the Sick Leave Sharing Program.** If approved by the department director as a program benefactor, the employee will not simultaneously accrue sick or vacation leave while donated time is being received.

43.3 Employees that choose to contribute to a fellow employee may donate accrued sick or annual leave hours to an employee qualifying for this program. The donating employee will complete the Sick Leave Sharing Program form and have it signed by their supervisor and division commander (or designee). The employee's supervisor will verify that the employee will retain a minimum of eighty (80) hours in their sick leave account after the transfer has been made as of the date of the confirmation including any future approved leave. The employee's supervisor and division commander will sign the form and forward it to the supervisor of the employee receiving the donated time.

The supervisor of the employee receiving the donated time will advise the employee of the donated hours and retain a copy of the form for their records. The completed form will then be forwarded to the PBA along with an email to the PBA of the dates and hours that are being covered by the donated hours.

Initially, the hours donated to an employee will be provided to them in 160 incremental

donations. If the employee receiving the donated time utilizes the 160 hours, then additional hours that have been donated will be reviewed per pay cycle and provided to Human Resources by the PBA.

43.4 Any hours that have been donated by an employee and transferred to an employee under this program will NOT be returned if donated time is not used by the receiving employee. The PBA will forward the qualifying forms and an Excel spreadsheet (using format provided by Human Resources) that identifies the number of hours donated by each employee to Human Resources. After Human Resources has verified the process and the transfer has been done, Human Resources will sign the form and return to the PBA for their records.

43.5 An employee who is authorized to use donated hours will not accrue sick or annual leave during the usage of the shared donated hours. Donated hours in the bank will not be paid at separation.

ARTICLE 44
PREVAILING RIGHTS

44.1 All rights and working conditions enjoyed throughout the Department by the employees at the present time covered by written order or known to the Chief of Police, which are not specifically referred to in this Agreement shall not be changed by the City in an arbitrary or capricious manner; provided, that nothing contained herein shall limit the City's rights under Article 3, Management's Rights. Within thirty (30) calendar days of the change or the date on which the PBA knew or should have known of the change, the PBA may notify the Chief of Police of its interest in discussing the matter. Within seven (7) calendar days of receipt of said notification from the PBA, the Police Chief and the Director of Human Resources shall meet with the PBA in order to receive and review the PBA's recommendation. The PBA shall have fourteen (14) calendar days from the date of the meeting to file a class action grievance at the fourth step.

ARTICLE 45
AMENDMENTS

45.1 This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 46
SEVERABILITY AND WAIVER

46.1 Severability. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and 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 the enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

46.2 Waiver. The exercise or nonexercise by the City or the PBA of the rights covered by this Agreement shall not be deemed to waive any such right or right to exercise them in the future.

ARTICLE 47
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

47.1 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 PBA, 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 except as provided in 45.1 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 may be otherwise specifically provided herein.

47.2 The City and the PBA will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement provided, however, no changes shall be made except when an express waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statues.

47.3 In the event that federal or state mandates regarding employees covered by this Agreement, become effective during the term of this Agreement, either party can request to reopen the applicable portions of this Agreement.

ARTICLE 48
DURATION, MODIFICATION AND TERMINATION

48.1 This Agreement shall be effective as of the 1st day of October 2025 and shall continue in full force and effect until the 30th day of September 2028. At any time commencing January 1 of the year in which this agreement terminates, but not later than ninety (90) 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. Upon receipt of such notification, the parties shall commence negotiations forthwith.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this 16th day of September, 2025.

TAMPA POLICE BENEVOLENT ASSOCIATION, INC.

Brandon Barclay, President

John Miller, Vice President

Secretary, Kristina Duran

CITY OF TAMPA

Jane Castor, Mayor

John Bennett, Chief of Staff

Dennis Rogero, Chief Financial Officer

Kelly Austin, Director of Human Resources and Talent Development

Lee Bercaw, Chief of Police

Rebecca Carr, Employee Relations Manager

APPROVED AS TO LEGAL SUFFICIENCY

Assistant City Attorney

ATTEST:

City Clerk/~~Deputy City Clerk~~

APPENDIX A

Grade	Title
P-1	Police Officer
P-3	Police Detective
P-4	Police Corporal
P-5	Police Sergeant
P-6	Police Flight Officer
P-7	Chief Pilot *
P-8	Police Flight Supervisor*

* Assignments (see Article 14 and Article 35)

The following rates of pay shall be effective September 28, 2025 (4%)

Step	1	2	3	4	5	6	7	8	9	10	11/MP	
P-1	36.03	37.61	39.28	41.30	43.15	45.12	47.05	49.13	51.34	52.50	58.50	Hourly
	2,882.40	3,008.80	3,142.40	3,304.00	3,452.00	3,609.60	3,764.00	3,930.40	4,107.20	4,200.00	4,680.00	Biweekly
	74,942.40	78,228.80	81,702.40	85,904.00	89,752.00	93,849.60	97,864.00	102,190.40	106,787.20	109,200.00	121,680.00	Annual

						SR
P-3/P-4	52.50	54.83	57.31	59.82	62.44	65.19
	4,200.00	4,386.40	4,584.80	4,785.60	4,995.20	5,215.20
	109,200.00	114,046.40	119,204.80	124,425.60	129,875.20	135,595.20

						SR
P-5	58.50	61.08	63.09	65.87	68.76	71.77
	4,680.00	4,886.40	5,047.20	5,269.60	5,500.80	5,741.60
	121,680.00	127,046.40	131,227.20	137,009.60	143,020.80	149,281.60

P-6	52.80	55.13	57.63	60.25	62.85	65.59
	4,224.00	4,410.40	4,610.40	4,820.00	5,028.00	5,247.20
	109,824.00	114,670.40	119,870.40	125,320.00	130,728.00	136,427.20

P-7	54.90	57.39	59.90	62.61	65.40	68.20
	4,392.00	4,591.20	4,792.00	5,008.80	5,232.00	5,456.00
	114,192.00	119,371.20	124,592.00	130,228.80	136,032.00	141,856.00

P-8	61.15	63.09	65.87	68.76	71.77
	4,892.00	5,047.20	5,269.60	5,500.80	5,741.60
	127,192.00	131,227.20	137,009.60	143,020.80	149,281.60

The following rates of pay shall be effective September 27, 2026 (4%)

Step	1	2	3	4	5	6	7	8	9	10	11/MP	
P-1	37.47	39.11	40.85	42.95	44.88	46.92	48.93	51.10	53.39	54.60	60.84	Hourly
	2,997.60	3,128.80	3,268.00	3,436.00	3,590.40	3,753.60	3,914.40	4,088.00	4,271.20	4,368.00	4,867.20	Biweekly
	77,937.60	81,348.80	84,968.00	89,336.00	93,350.40	97,593.60	101,774.40	106,288.00	111,051.20	113,568.00	126,547.20	Annual

						SR
P-3/P-4	54.60	57.02	59.60	62.21	64.94	67.80
	4,368.00	4,561.60	4,768.00	4,976.80	5,195.20	5,424.00
	113,568.00	118,601.60	123,968.00	129,396.80	135,075.20	141,024.00

						SR
P-5	60.84	63.52	65.61	68.50	71.51	74.64
	4,867.20	5,081.60	5,248.80	5,480.00	5,720.80	5,971.20
	126,547.20	132,121.60	136,468.80	142,480.00	148,740.80	155,251.20

P-6	54.91	57.34	59.94	62.66	65.36	68.21
	4,392.80	4,587.20	4,795.20	5,012.80	5,228.80	5,456.80
	114,212.80	119,267.20	124,675.20	130,332.80	135,948.80	141,876.80

P-7	57.10	59.69	62.30	65.11	68.02	70.93
	4,568.00	4,775.20	4,984.00	5,208.80	5,441.60	5,674.40
	118,768.00	124,155.20	129,584.00	135,428.80	141,481.60	147,534.40

P-8	63.60	65.61	68.50	71.51	74.64	
	5,088.00	5,248.80	5,480.00	5,720.80	5,971.20	
	132,288.00	136,468.80	142,480.00	148,740.80	155,251.20	

The following rates of pay shall be effective September 26, 2027 (3%)

Step	1	2	3	4	5	6	7	8	9	10	11/MP	SSR12	
P-1	38.59	40.28	42.08	44.24	46.23	48.33	50.40	52.63	54.99	56.24	62.67	64.55	Hourly
	3,087.20	3,222.40	3,366.40	3,539.20	3,698.40	3,866.40	4,032.00	4,210.40	4,399.20	4,499.20	5,013.60	5,164.00	Biweekly
	80,267.20	83,782.40	87,526.40	92,019.20	96,158.40	100,526.40	104,832.00	109,470.40	114,379.20	116,979.20	130,353.60	134,264.00	Annual

						SR	SSR
P-3/P-4	56.24	58.73	61.39	64.08	66.89	69.83	71.92
	4,499.20	4,698.40	4,911.20	5,126.40	5,351.20	5,586.40	5,753.60
	116,979.20	122,158.40	127,691.20	133,286.40	139,131.20	145,246.40	149,593.60

						SR	SSR
P-5	62.67	65.43	67.58	70.56	73.66	76.88	79.19
	5,013.60	5,234.40	5,406.40	5,644.80	5,892.80	6,150.40	6,335.20
	130,353.60	136,094.40	140,566.40	146,764.80	153,212.80	159,910.40	164,715.20

							SSR
P-6	56.56	59.06	61.74	64.54	67.32	70.26	72.37
	4,524.80	4,724.80	4,939.20	5,163.20	5,385.60	5,620.80	5,789.60
	117,644.80	122,844.80	128,419.20	134,243.20	140,025.60	146,140.80	150,529.60

							SSR
P-7	58.81	61.48	64.17	67.06	70.06	73.06	75.25
	4,704.80	4,918.40	5,133.60	5,364.80	5,604.80	5,844.80	6,020.00
	122,324.80	127,878.40	133,473.60	139,484.80	145,724.80	151,964.80	156,520.00

						SSR
P-8	65.51	67.58	70.56	73.66	76.88	79.19
	5,240.80	5,406.40	5,644.80	5,892.80	6,150.40	6,335.20
	136,260.80	140,566.40	146,764.80	153,212.80	159,910.40	164,715.20

APPENDIX B

The following provisions apply to employees on the modified work schedule. Bi-weekly Payroll Draw Formula:

CA/Hours Worked = RATE

Rate x 80 = Payroll Draw

Definitions

1. CA = Computer Average. This figure is the annual salary (per appendix of the Agreement) divided by 2080 hours to equal the Rate. The Rate is multiplied by 80 hours to equal the CA.
2. Hours Worked = Hours actually worked or on paid leave (exclusive of overtime). Unless unpaid time occurs, this figure would equal 68.6, 80.0, or 91.4.

Example:

$ 28,332.40 / 2080 = $ 13.78

$ 13.78 x 80 = $1,102.40

$ 1,102.40 / 91.4 hours = $ 12.061269 = $ 12.061
$ 12.061 x 91.4 = $ 1,102.38

$ 1,102.40 / 80.0 hours = $ 13.78
$ 13.78 x 80.0 = $ 1,102.40

$ 1,102.40 / 68.6 hours = $ 16.06997 = $ 16.070
$ 16.070 x 68.6 = $ 1,102.40

Leave Accrual Formula:

For computer purposes, the 3.8 hours per bi-weekly pay cycle is converted to .0475.

Hours Worked* x .0475 = Accrual Amount

*Definition same as above # 2. Example:

80 x .0475 = 3.8
68.6 x .0475 = 3.3
91.4 x .0475 = 4.3

Note: The PTA (Payroll Time Attendance) cards will reflect the 34.3 or 45.7 schedules with two

11.4 and one 11.5 or three 11.4 and one 11.5 days respectively. Absences charged to paid or unpaid leave status continue to be calculated in tenths of an hour. In effect, a one day absence (11'25") results in a charge of 11.4 hours. Because of this rounding, when an employee is absent for an entire week, then the entire 34.3 or 45.7 schedule will be charged to avoid the 0.1 discrepancy and to reconcile time.

APPENDIX C

Promotions to Grade P-3/P-4 result in the following step placement:

P-1 Step	to	P-3/P-4 Step
1 through 8		1
9		2
10		3
MP11		5
SSR12		

Promotions to Grade P-5 result in the following step placement:

P-3/P-4 Step	to	P-5 Step
1-2		1
3		2
4		3
5		4
SR6		5
SSR7		

MP11 – Completion of 10 years
SSR12 – Completion of 15 years
SR6 – Completion of 5 years in grade
SSR7 – Completion of 8 years in grade (P-3/P-4); completion of 7 years in grade (P-5/P-6/P-7)

In the event that an SSR12 or SSR7 is promoted, they will move to the first step of P-3/P-4 or P-5 that provides a 4% increase of pay, regardless of any senior step time requirements.

APPENDIX D

The PBA and the City agree that during the life of the current collective bargaining agreement, all pension matters are subject to negotiation at any time upon the request of either the PBA or the City.

The City tentatively agrees to the revisions to the City of Tampa Firefighter & Police Pension contract, subject to final review and approval by the City and City Council.

City of Tampa
Jane Castor, Mayor

Department of Human Resources
Employee Relations Division
306 East Jackson Street, 5N
Tampa, FL 33602

Office (813) 274-8041
Fax: (813) 274-8365

August 20, 2025

Brandon Barclay
President, Tampa Police Benevolent Association
1302 West Busch Boulevard
Tampa, FL 33612

Dear Mr. Barclay:

This letter is provided in accordance with our discussions during negotiations.

The City of Tampa agrees to continue to provide voluntary wellness physicals which focus on early detection and prevention, whereby employees participate in a medical review program that includes, at minimum, a comprehensive physical examination with ultrasound imaging.

Participation by the employee is limited to one such physical during the life of this contract, will be voluntary, and at no cost to the employee.

We recognize the importance of supporting public safety employees in maintaining their health and fitness, including the value of these preventative or early diagnostic screenings.

Sincerely,

for Kelly Austin

Kelly Austin
Director of Human Resources & Talent Development