

**ARTICLE 8
PERSONAL LEAVE**

8.1 Personal Leave Accrual

Employees in the bargaining unit shall accrue personal time on the following basis:

<u>Continuous Service Months</u>	<u>Hours/Minutes Weekly</u>
Completion of 0 - 60 Months (0-5 Years)	1:51
Completion of 61 - 120 Months (5-10 Years)	2:19
Completion of 121 - 180 Months (10-20 Years)	2:46
Completion of 181 Months (Over 20 Years)	3:14

8.2 Accrued personal leave may not be carried over in excess of two hundred sixty-four (264) hours. As of the end of the calendar year (December 31), accrued personal leave in excess of two hundred sixty-four (264) hours shall be reduced to no more than two hundred sixty-four (264) hours for any individual employee.

8.3 Use of Personal Leave

An employee will be entitled to use accrued personal leave after having completed at least six (6) months of service.

Employees should make requests for the use of personal leave via the department's timekeeping system. Since personal leave is generally granted on a "first come, first served" basis, the request should be made as early as possible, but at least forty-eight (48) hours in advance of the date personal leave is scheduled to be taken. The scheduling of personal leave is subject to the approval of the immediate supervisor, but subject to review and possible disapproval by the Bureau Commander or designee. Review by the Bureau Commander or designee should occur within forty-eight (48) hours of the request.

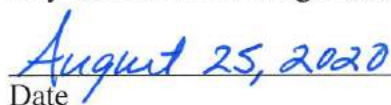
In cases where forty-eight (48) hours' notice is not possible, the immediate supervisor should obtain confirming or disapproving action as quickly as possible from the Bureau Commander or designee within eight (8) hours of the request.

8.4 Personal Day Granted

For the City



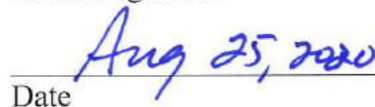
Mike Mattimore
City's Chief Labor Negotiator


Date

For PBA



George J. Corwine
Chief Negotiator


Date

Each member covered by this agreement will be granted the following number of personal leave days for each calendar year:

Personal Days Granted

<u>Effective Date</u>	<u>January 01, 2021</u>	<u>January 01, 2022</u>	<u>January 01, 2023</u>
<u>Number of days granted</u>	<u>One (1) eight (8) hour personal day</u>	<u>Two (2) eight (8) hour personal days</u>	<u>Two (2) eight (8) hour personal days</u>

The following conditions apply:

- a. Personal day(s) are granted the first Saturday after a date of hire subsequent to January 1 of 2022-2021 and each January 1 thereafter.
- b. Personal day(s) must be used/taken within the year provided and are not eligible to be paid out.
- c. Personal day(s) are not eligible for carryover.
- d. The employee must follow the guidelines in article 8.3 when submitting the request for the personal day(s) to be taken.
- e. Time associated with personal day(s) granted is not considered time worked and does not count toward weekly overtime calculations.

8.5 Parental Leave

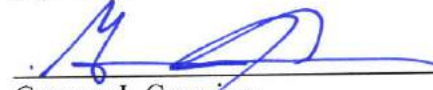
Bargaining Unit employees are eligible for two hundred forty (240) hours of parental leave after the birth of a baby or placement through adoption in accordance with City policy.

For the City


Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020
Date

For PBA


George J. Corwine
Chief Negotiator

Aug 25, 2020
Date

8.46 Advance Personal Leave, Leave Sharing Plan and Leave Donations

In situations when an employee is required to be absent from work for an extended period of time, as certified by the employee's physician, as a result of a non-work-related illness or injury sustained by the employee and when the employee has exhausted all sick, personal and compensatory leave, the employee may request additional paid personal leave. The types of additional personal leave is listed below and must be requested in sequential order (if applicable) – first – Advance Personal Leave, second – Leave Sharing Plan and third – Leave Donation Policy. The provisions of these policies are listed below.

(1) Advance Personal Leave

(a) When an employee has utilized all his personal leave for which he is eligible, he may request, where he has sufficient MAP funds to cover the amount of the request, advance personal leave of forty (40) hours up to one hundred sixty (160) hours. Such leave may be granted by the Police Chief, with notification to the Director-Human Resources and Workforce Development Department, for the following reasons:

i. medically certified serious illness or disability of the employee when the employee has exhausted all sick leave for which he was eligible to receive

ii. medically certified serious illness or disability of the current spouse or registered domestic partner of the employee, child, parent or other legal dependent of the employee and current spouse or registered domestic partner when the employee has exhausted all family sick leave for which he was eligible.

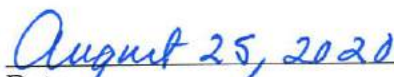
iii. acquisition of a child either through birth or adoption

(b) When the employee who was granted advance personal leave returns to work, these leave credits will be repaid through payroll deduction, of the value of the personal leave advance, figured at the employee's rate of pay during the period of the advance leave, over a period not to exceed twenty-four (24) months.

For the City



Mike Mattimore
City's Chief Labor Negotiator

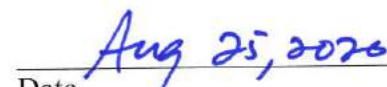


Date

For PBA



George J. Corwine
Chief Negotiator



Date

(c) Upon termination, any advance personal leave not repaid shall be deducted from the employee's final compensation or MAP contribution refund.

(d) No additional advance personal leave may be granted until the employee has repaid the previous advance personal leave.

(2) Leave Sharing Plan

(a) Employees covered by this Agreement are provided the opportunity of donating a minimum of 4 hours up to a maximum of 20 personal leave hours or compensatory time semi-annually (during the months of March and September) to a leave-sharing plan established solely for employees covered by this Agreement.

(b) An employee who has completed his initial probationary period and who has donated personal leave hours or compensatory time to the leave sharing plan is eligible to receive leave from the leave-sharing plan whenever he is required to be absent from work for an extended period of time, as certified by the employee's physician, as a result of a non-work-related illness or injury sustained by the employee and when the employee has exhausted all sick, personal and compensatory leave. The employee's physician will determine whether or not the employee is able to perform the essential duties of the employee's position.

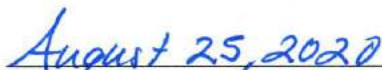
(c) An extended non-work-related illness or injury is defined to include only those instances where an employee is on approved leave and is expected to be absent from work for at least 30 consecutive calendar days after he has exhausted all of his sick, personal, and compensatory leave time.

(d) To request leave from the leave-sharing plan, a written request and a statement from the employee's physician providing an estimate of the amount of time the employee will be absent from work, must be submitted to the Employee Resources section and verified by the Association President by the employee or on behalf of the employee. The written request shall contain the number of hours being requested.

For the City



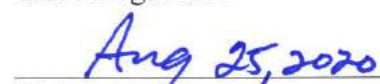
Mike Mattimore
City's Chief Labor Negotiator


Date

For PBA



George J. Corwine
Chief Negotiator

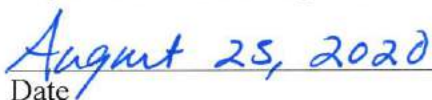

Date

- (e) The Association President or his designee shall review such request within five (5) business days, as well as the doctor's statement.
- (f) Following review of the written request and the physician's statement, the Association President or his designee shall approve or disapprove the request.
- (g) The employee who submitted the request, or on whose behalf the request was made, shall be provided written notice by the Association President or designee of the outcome of his request, and if the request was approved, such notice shall include the number of hours the employee is authorized to draw from the leave-sharing plan. The total amount that can be drawn from the leaving sharing plan cannot exceed one hundred and sixty (160) hours once a year.
- (h) The number of hours approved may be altered at any time by the PBA President or his designee.
- (i) The employee that has been approved to receive leave from the leave-sharing plan may continue to utilize such leave until he is released by his physician to return to work, one hundred and sixty (160) hours per year are exhausted, or until the doctor determines the employee's illness or injury has become a total and permanent disability, whichever occurs first.
- (j) Upon return to work from an illness or disability covered by the leave-sharing plan, medically certified periods of absence due to the previously medically certified illness or disability which are separated by less than 90 calendar days of active work shall be considered as one period of disability and, with the approval of the PBA President or his designee, may be paid from the leave-sharing plan via an amendment to the original notice of approval.
- (k) The leave-sharing plan will be administered by the Association which will be responsible for the development of all forms. The Police Department Employee Resources Section will be responsible for making the appropriate monetary conversions. Donors will forward donation forms to the Police Department Employee

For the City



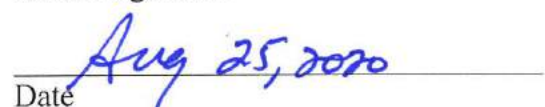
Mike Mattimore
City's Chief Labor Negotiator


Date

For PBA



George J. Corwine
Chief Negotiator


Date

Resources Section where they will be date and time stamped. The donated time will be converted to a dollar value based on the current rate of pay for each donor at the time of donation times the number of hours donated. The amount of leave used by the recipient will be charged to the leave-sharing plan based on the recipient's rate of pay at the time the recipient exhausted all sick and Personal leave. The Employee Resources Section shall provide a quarterly usage report to the PBA President.

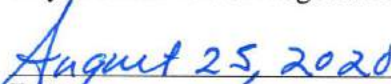
- (l) The Employee Resources Section shall notify the Association President when there is less than \$10,000 left in the leave-sharing plan.
- (m) An employee in the bargaining unit who leaves the City may donate up to forty (40) hours of his personal leave to the leave-sharing plan.
- (n) No provision of this plan shall be grievable or arbitrable under the provisions of Article 5 – Grievance Procedure or under the City Grievance Procedure.

(3) Leave Donations


- (a) When an employee must be absent from work due to personal illness, illness of a family member as defined in the sick leave policy, or a serious condition that creates a significant hardship for the employee, the employee may request authorization for leave donations. Consideration of the request and a decision regarding authorization for leave donation solicitation will be made by the Police Chief or his designee, and any solicitation for leave donations will be made by the Police Chief or his designee.
- (b) Qualifying conditions and the request/approval process are as follows:
 - i. The employee has to have exhausted all available paid leave
 - ii. The situation has to require the employee to be absent for more than forty-eight (48) consecutive work hours.

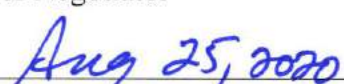
For the City


Mike Mattimore
City's Chief Labor Negotiator


Date

For PBA


George J. Corwine
Chief Negotiator


Date

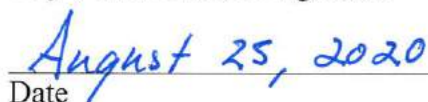
218 iii. The employee must submit a written request for leave
219 donations to the Police Chief who shall render a decision
220 regarding the request. When the Police Chief or his designee
221 authorizes leave donation solicitation, the Police Chief or his
222 designee may determine to whom the solicitation is directed,
223 either sworn, non-sworn or both. The Police Chief or his
224 designee will transmit the solicitation request and will provide
225 details about how leave donations are to be made.

- 226
- 227 (c) Employees may only donate personal leave and earned
228 compensatory leave. Leave will be credited based on the dollar value
229 of the donator's leave at the time the donation is made and the
230 receiving-employee's compensation at the time leave is credited to
231 the employee.
- 232 (d) Donated leave which is used for an absence covered by the Family
233 and Medical Leave Act of 1993 (FMLA) will be counted against the
234 employee's FMLA leave entitlement for the calendar year in which
235 the sick leave is taken.
- 236
- 237 (e) Donated leave will be applied first to the period of the employee's
238 absence after qualifying for donated leave; secondly it will be used
239 to pay-back advance leave associated with the absence, and then it
240 will be refunded to donators on a prorated basis.
241

For the City



Mike Mattimore
City's Chief Labor Negotiator


Date

For PBA



George J. Corwine
Chief Negotiator


Date

ARTICLE 11
SALARIES AND PENSION

11.1 During the period of October 1, ~~2017~~ 2020, through September 30, ~~2020~~ 2023, bargaining unit members shall be paid on a biweekly basis, via direct deposit, in accordance with the step pay plan shown in Appendix A, which is attached to and made part of this Agreement. All wage provisions are effective ~~January 06, 2018~~, October 1, 2020, and pension contributions while in DROP provisions are effective as of the final contract ratification date, through the fiscal year ending September 30, ~~2020~~ 2023. All other pension provision changes are effective October 1, ~~2017~~ 2020 through fiscal year ending September 30, ~~2020~~ 2023. All future wage and pension adjustments including step progression, if any, after the expiration of the collective bargaining agreement shall be negotiated between the parties.

11.2 Across-the-Board Increases (ATB)

Effective ~~January 6, 2018~~ October 1, 2020, all bargaining unit members ~~who are in Police Career Plan Step 2~~ shall not receive a salary increase ~~of 3.0%~~.

Effective on the first day of the first biweekly pay period of FY~~19~~ 22 and FY~~20~~ 23, all bargaining unit members shall receive base salary increase of 3% or progress one step, whichever is greater (no one will receive less than 3% regardless of what their salary is at the time). ~~who are in Police Career Plan Step 2 shall receive a base salary increase of 3.0%.~~

11.3 Step Progression

For the duration of this Agreement only, step progression will occur as follows:

(1) The Chief of Police has the discretion to increase the hiring pay for certified officers with no experience and for those with up to two years of full-time experience. The starting salary shall not increase more than 2.0% per year effective on the first day of FY~~2019~~ 2020 and FY~~2020~~ 2021. All additional step increases after Step 2 will follow current contract language.

For the City


Mike Mattimore
City's Chief Labor Negotiator

September 18, 2020
Date

For PBA


George J. Corwine
FLPBA Chief Negotiator

Sept 18, 2020
Date

(2) ~~Effective January 6, 2018, all bargaining unit members who have been at Step 11 for a minimum of two (2) years, and who receive a performance evaluation rating of at least “meets expectations” will be advanced to Police Career Plan Step 1. Effective on the first day of the first biweekly pay period for FY19 and FY20, all bargaining unit members who have been at Step 11 for a minimum of two (2) years, and who receive a performance evaluation rating of at least “meets expectations” will be advanced to Police Career Plan Step 1.~~

(3) ~~Effective on the first day of the first biweekly pay period for FY22 and FY23, all bargaining unit members who receive a performance evaluation rate of at least “meets expectations” will be advanced one (1) pay step or receive a 3% base salary increase, whichever is greater (no one will receive less than 3% regardless of what their salary is at the time), except for those already at Step 11 and Police Career Plan Step 1 and those unless hired or rehired after the previous April 1. Effective on the first day of the first biweekly pay period for FY19 and FY20, all bargaining unit members who receive a performance evaluation rating of at least “meets expectations” will be advanced one (1) pay step, except for those already at Step 11 and Police Career Plan Step 1 and those hired or rehired after the previous April 1.~~

(4) ~~Effective January 6, 2018, all bargaining unit members who have been in Police Career Plan Step 1 for a minimum of two (2) years, and who receive a performance evaluation rating of at least “meets expectations” will be advanced to Police Career Plan Step 2. Effective on the first day of the first biweekly pay period for FY19 and FY20, all bargaining unit members who have been in Police Career Plan Step 1 for a minimum of two (2) years, and who receive a performance evaluation rating of at least “meets expectations” will be advanced to Police Career Plan Step 2.~~

11.4 Salary Supplements

For the City

Mike Mattimore
City’s Chief Labor Negotiator

Date

For PBA



George J. Corwine
FLPBA Chief Negotiator



Date

(1) **Educational Incentive**

All members of the bargaining unit who qualify shall receive the educational incentive salary supplements provided for in Florida Statutes, Section 943.22.

All members who file the required documentation (official transcript or training certificate) in the Police Department Employee Resources Section within ninety (90) days of completion of the course or education requirement, will receive the supplement retroactive to the completion date. After the ninety (90) day period, the supplement will commence on the date the documentation is filed. Courses must have prior approval from the Department's Training Section in order to qualify.

(2) **Physical Fitness Incentive**

Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness incentive supplement. In order to be eligible for such supplement, an employee must sign a waiver which shall indemnify, defend and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his efforts to qualify for such supplement. An employee who seeks the physical fitness supplement must qualify and requalify at six (6) month intervals during the months of May and November in order to receive the supplement.

An employee who qualifies by passing a one and one-half (1.5) mile running test shall receive a physical fitness incentive supplement in accordance with the following chart:

For FY20:

For the City

Mike Mattimore
City's Chief Labor Negotiator

Date

For PBA



George J. Corwine
FLPBA Chief Negotiator

Sept 18, 2020

Date

85

MAXIMUM RUNNING TIME IN MINUTES

Fitness Category	Age				Amount	
	Under 30	30-39	40-49	50+	Per Month	
D	16:30	17:30	18:30	19:00	\$15.00	
C	14:30	15:30	16:30	17:00	\$25.00	
B	12:00	13:00	14:00	14:30	\$35.00	
A	10:00	11:00	12:00	12:30	\$45.00	

92

93

Three Mile Walk

Fitness Category	Age				Amount	
	Under 30	30-39	40-49	50+	Per Month	
D	44:00	46:30	49:00	52:00	\$15.00	
C	42:00	44:30	47:00	50:00	\$25.00	
B	38:30	40:00	42:00	45:00	\$35.00	
A	34:00	35:00	36:30	39:00	\$45.00	

100

For FY21:

101

102

MAXIMUM RUNNING TIME IN MINUTES

Fitness Category	Age				Amount	
	Under 30	30-39	40-49	50+	Per Month	
D	16:30	17:30	18:30	19:00	\$15.00	<u>\$22.50</u>
C	14:30	15:30	16:30	17:00	\$25.00	<u>\$37.50</u>
B	12:00	13:00	14:00	14:30	\$35.00	<u>\$52.50</u>
A	10:00	11:00	12:00	12:30	\$45.00	<u>\$67.50</u>

109

110


Three Mile Walk

For the City

 Mike Mattimore
 City's Chief Labor Negotiator

 Date

For PBA


 George J. Corwine
 FLPBA Chief Negotiator

 Date

Sept 18, 2020

111	Fitness		Age			Amount
112	Category	Under 30	30-39	40-49	50+	Per Month
113	D	44:00	46:30	49:00	52:00	\$15.00 <u>\$22.50</u>
114	C	42:00	44:30	47:00	50:00	\$25.00 <u>\$37.50</u>
115	B	38:30	40:00	42:00	45:00	\$35.00 <u>\$52.50</u>
116	A	34:00	35:00	36:30	39:00	\$45.00 <u>\$67.50</u>

For FY22:

MAXIMUM RUNNING TIME IN MINUTES

120	Fitness		Age			Amount
121	Category	Under 30	30-39	40-49	50+	Per Month
122	D	16:30	17:30	18:30	19:00	\$15.00 <u>\$30.00</u>
123	C	14:30	15:30	16:30	17:00	\$25.00 <u>\$50.00</u>
124	B	12:00	13:00	14:00	14:30	\$35.00 <u>\$70.00</u>
125	A	10:00	11:00	12:00	12:30	\$45.00 <u>\$90.00</u>

Three Mile Walk

128	Fitness		Age			Amount
129	Category	Under 30	30-39	40-49	50+	Per Month
130	D	44:00	46:30	49:00	52:00	\$15.00 <u>\$30.00</u>
131	C	42:00	44:30	47:00	50:00	\$25.00 <u>\$50.00</u>
132	B	38:30	40:00	42:00	45:00	\$35.00 <u>\$70.00</u>
133	A	34:00	35:00	36:30	39:00	\$45.00 <u>\$90.00</u>

The Training Section of the Police Department shall be responsible for administering the qualifying test provided for in this section.

(3) Additional Compensation for Tactical Unit Members

For the City

 Mike Mattimore
 City's Chief Labor Negotiator

 Date

For PBA


 George J. Corwine
 FLPBA Chief Negotiator

 Date

Sept 18, 2020

Upon ratification of this Agreement, each member of the Tactical Unit will receive one hundred fifty dollars (\$150.00) per bi-weekly pay period.

This additional compensation shall be paid regardless of whether the employee is at work or is on paid or unpaid leave, except that an employee who is medically unable to fully discharge his duties as a TAC team member shall not be entitled to this additional compensation.

(4) Additional Compensation for Field Training Officers

Each Field Training Officer will receive one (1) additional hour of pay for each day the FTO is at work and has been assigned a recruit. This additional compensation shall be considered as time worked for purposes of computing overtime.

(5) Cash Supplement

Effective on the first day of the first biweekly pay period of FY2022, all bargaining unit members shall receive \$625 cash supplement. Effective on the first day of the first biweekly pay period of FY2023, all bargaining unit members shall receive \$750 cash supplement. The cash supplements will be administered biweekly over 26 pay periods. The cash supplement is non-recurring and non-pensionable.

11.5 Legislated Costs

If any additional compensation or benefits, beyond those already provided for in State statutes, are legislated by the State, and the cost of such additional compensation or benefits is not funded by the State, thereby increasing payroll and benefit costs to the City, the parties agree that such cost increases shall be the subject of negotiation as to impact on the salaries and benefits contained in this Agreement. "Compensation or benefits" includes but is not limited to pensions or other retirement benefits; workers' compensation or other disability programs; sick leave, holidays, or other paid leaves; uniform or clothing allowances; training, certification or educational incentive compensation; but excluding the benefits currently provided in Chapter 185, Florida Statutes.

11.6 Pension

For the City

Mike Mattimore
City's Chief Labor Negotiator

Date

For PBA



George J. Corwine
FLPBA Chief Negotiator

Sept 18, 2020

Date

(1) The changes to the COLA for participants with a pension entry date on or after January 1, ~~1998~~ 2001 and earlier than January 1, ~~2004~~ 2004, shall be provided for in the Police Pension Plan, effective October 1, ~~2017~~ 2020. Participants shall receive a COLA that shall commence on the latter of the first October 1 after:

(a) Such retiree's normal retirement date, or

(b) Such retiree's 55th birthday, or

(c) Such retiree's exit from the Deferred Retirement Option Plan (DROP) if they choose to participate in the plan.

(2) Effective October 1, ~~2017~~ 2020, through September 30, ~~2020~~ 2023, bargaining unit employees will be offered the Deferred Retirement Option Plan (DROP) period that is the same DROP period offered to general employees.

(3) Effective October 1, ~~2017~~ 2020, the required employee pension contribution rate for all members employed prior to October 1, 2012, shall be 11.25% for FY~~18~~21 – FY~~20~~23.

(4) Effective October 1, ~~2017~~, 2020, the required employee pension contribution rate for all members employed on or after October 1, 2012, for shall be 13.69% for FY~~18~~21 – FY~~20~~23.

(5) Effective October 1st, 2020, any member who is either currently in, or enters, DROP shall no longer be required to contribute to the pension plan.


(6) In the event that a bargaining unit member is killed in the line of duty while employed by the City of Tallahassee, the City of Tallahassee shall provide 100% of the members Average Financial Compensation to their heir/heirs in monthly payments. This provision shall be effective on January 1, 2000; however, all pension payments begin no earlier than the date of this ratification; however, the heir/heirs shall be entitled to any retroactive payments beginning January 1, 2016.

11.7 Leave Payout – Pension
For the City

Mike Mattimore
City's Chief Labor Negotiator

Date

For PBA



George J. Corwine
FLPBA Chief Negotiator

Date

Sept 18, 2020

Personal leave may be used in the calculation of an employee's pension benefit provided the employee was employed on the date of ratification of this agreement and had personal leave credited on September 30, 2013. A maximum of two hundred forty (240) hours of combined personal and sick leave may be used towards an employee's pension benefit calculation; however, an employee may have no more than the hours of sick and personal leave that were accrued as of September 30, 2013, included in the pension calculation upon retirement. Personal and/or sick leave used for this purpose will be deducted from the employee's leave balance(s) when the employee retires.

11.8 OPEB – Future Liability

For the duration of this Agreement, the City agrees to provide at least one quarter percent (.25%) funding towards future OPEB liability incurred from retiree health subsidy, as provided by City Ordinance 10-O-11.

11.9 Salary Adjustment Documentation

At the beginning of each contract and each subsequent pay adjustment, the City shall provide each employee written documentation of their current step position, to include the step number, hourly rate and yearly base rate.

For the City

Mike Mattimore
City's Chief Labor Negotiator

Date

For PBA

George J. Corwine
FLPBA Chief Negotiator

Date

Sept 18, 2020

**ARTICLE 12
ALLOWANCES**

12.1 Clothing Allowance

Police investigators assigned to Special Investigations will receive a biweekly allowance to purchase appropriate civilian clothing, in an amount totaling five hundred fifty dollars (\$550) ~~nine hundred dollars (\$900)~~ FY 2021 (\$550) per year, FY 2022 (\$725) per year, FY 2023 (\$900) per year. This allowance will cover replacement of clothing that becomes unserviceable due to normal wear. Civilian clothing damaged outside of normal wear, and due to necessary job actions, will be replaced upon the approval of the Bureau Commander.

Personnel assigned to the Internal Affairs Unit and the Criminal Investigations, Operational Support, Internal/External Affairs, Administrative Services, and High Risk Offenders Bureaus (excluding members of the Drug Interdiction Unit, General Narcotics Unit and Technical Operations Unit as identified by the Section Commander) will be provided with Department-issued alternative uniforms. Personnel assigned to Criminal Investigations, Special Operations, Personnel and Development, Internal Affairs, Administrative Services, and High Risk Offenders will be provided with department issued alternative uniforms.

However, until such time as a standardized uniform for the above listed units is delivered, the standard uniform allowance of five hundred fifty dollars (\$550) per year will remain in effect.

12.2 Cleaning Costs

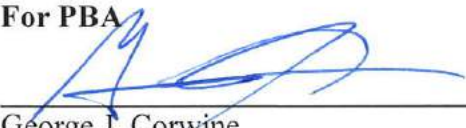
The City will provide for the cleaning of uniforms and on-duty civilian clothes for all employees in the bargaining unit at no cost to the employees.

For the City

Mike Mattimore
City's Chief Labor Negotiator

Date

For PBA



George J. Corwine
Chief Negotiator

July 6th, 2020

Date

ARTICLE 13
USE OF PERSONAL CARS

13.1 Employees, excluding new employees that have yet to receive an assigned vehicle, in the bargaining unit will be paid a mileage rate to conform with Internal Revenue Service Regulations for the use of their personal cars if such use is required and approved at least twenty-four (24) hours in advance by their Bureau Commander or his designee, and for travel associated with required training at the ~~Pat Thomas Law Enforcement Academy~~ Florida Public Safety Institute when a City vehicle is not available at Police Department headquarters. The mileage reimbursement for required training will apply only to the distance traveled between the ~~Pat Thomas Law Enforcement Academy~~ Florida Public Safety Institute and the Tallahassee Police Department. Use of a personal car for the purpose of required court attendance or other overtime assignments shall not entitle employees to a mileage payment.

For the City


Mike Mattimore
City's Chief Labor Negotiator

February 5, 2020
Date

For PBA


George J. Corwine
FLPBA Chief Negotiator

Feb 5, 2020
Date

ARTICLE 14
PHYSICAL FITNESS AND WELLNESS

14.1 It is understood that the City retains the right to require employees to be in good physical condition so that they are able to perform the essential duties described in the City of Tallahassee job specification for Police Officer or Police Investigator/Detective.

Employees hired after October 1, 2020, will be required to maintain a physical fitness standard annually that was completed as a new hire listed in below. The Physical Ability Test Battery shall be administered by the City of Tallahassee during the months of May and November. The bargaining unit member can choose to either participate in May or November but must do so once per calendar year unless the bargaining unit member provides medical documentation outlining their restriction in participation.

PHYSICAL ABILITY TEST BATTERY – Hired AFTER October 1, 2020

The Physical Ability Test score for each test item is recorded and added on the individual participant's sheet. The member must perform at least the minimum required number of correct sit-ups/push-ups and complete the walk or the run within the minimal time for their age group. The correct method for completing the pushups and sit-ups will follow Cooper Standards that are effective October 1, 2020.

Physical Ability Test Battery - Males
(minimum amounts and times)

	Age 20-29	Age 30-39	Age 40-49	Age 50-59
Pushups (# in one (1) minute)	24	19	13	10
Sit-ups (# in one (1) minute)	37	35	31	26
1.5 Mile Run (minimum)	16:30	17:30	18:30	19:00
3 Mile Walk (minimum)	44:00	46:30	49:00	52:00

For the City



Mike Mattimore
City's Chief Labor Negotiator

September 18, 2020
Date

For PBA



George J. Corywine
FLPBA Chief Negotiator

Sept 16th, 2020
Date

Physical Ability Test Battery - Females
(minimum amounts and times)

	Age 20-29	Age 30-39	Age 40-49	Age 50-59
Pushups (# in one (1) minute)	11	9	7	5
Sit-ups (# in one (1) minute)	29	28	21	16
1.5 Mile Run (minimum)	16:30	17:30	18:30	19:00
3 Mile Walk (minimum)	44:00	46:30	49:00	52:00

The 1.5-mile Run, or 3-mile Walk may count only once per year for physical fitness incentive pay included in Article 11.

The Training Section of the Police Department shall be responsible for administering the qualifying test provided for in section (14.1 and 14.2).

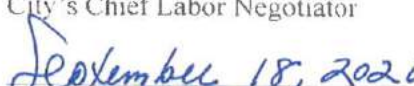
14.2 Remedial Testing

If any bargaining unit member hired after October 1, 2020 fails to meet the above Physical Ability Test Battery, the member will be retested every three (3) months for one (1) year. If the member cannot pass the Physical Ability Test Battery after one (1) year, the member may be terminated.

For the City



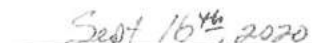
Mike Mattimore
City's Chief Labor Negotiator


Date

For PBA



George J. Corwine
FLPBA Chief Negotiator


Date

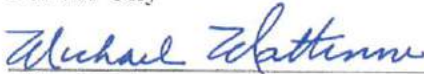
14.3 Medical Examination

All employees may request a medical examination on a periodic basis, but no more frequently than annually. The type of examination will be at the discretion of the City. If the medical examination is given by a health service or a physician selected and paid by the City, the results of such examination will be sent to the employee's personal physician and retained by the physician designated by the City. The Department physician will notify the Police Chief only if the employee is experiencing a medical condition that would impair his ability to perform his duties. Such examination shall be considered as working time and the employees shall be paid two hours of call back pay if the appointment is scheduled outside of the employee's working hours.

14.4 Cardiovascular Testing

The Association may provide cardiovascular testing (Cardiovascular Diagnostics) to bargaining unit members on an annual basis. There is no obligation on the part of the member to accept this testing. The City shall provide a facility or a room large enough to accommodate the testing provided that the Association has given the City at least sixty (60) days' notice prior to the testing.

For the City



Mike Mattimore
City's Chief Labor Negotiator

September 18, 2020
Date

For PBA



George J. Corwine
FLPBA Chief Negotiator

Sept 16th, 2020
Date

**ARTICLE 15
OTHER BENEFITS**

15.1 Property Assignments

(1) Uniforms and Equipment

Each employee shall be provided with a sidearm. A shot gun shall be provided upon request, if available. Each employee will be issued uniforms, standard issue duty gear, radio, protective gear, and accessories in accordance with the present checklist of clothing and equipment issue, plus replacements as required by normal wear and tear or due to theft.

(2) Property Damage and Loss

Employees shall maintain securely and in good condition all City property and equipment issued and/or assigned to them. Employees shall reimburse the City for the cost of repair or replacement of property or equipment lost, stolen, or damaged, while on or off duty, as a result of the employee's careless or negligent handling, use, or operation of such property or equipment, or as a result of the employee's intentional violation of law, or City or departmental policy.

In the case of major property or equipment items, such as City vehicles, employees shall be liable for reimbursement only if found to have been reckless or grossly negligent in the handling, use, or operation of such property or equipment, or as a result of intentional violation of law, or City or departmental policy. Reimbursement costs for the repair or replacement of City property and equipment shall be the actual cost of repair or replacement up to a maximum of one thousand, five hundred dollars (\$1,500.00). Reimbursement payments may be made as payroll deductions over a period of time not to exceed twenty-four (24) months.

15.2 Gymnasium and Recreational Equipment

The City shall maintain present gymnasium equipment, replacing items rendered inoperable or dangerous as a result of normal wear and tear as needed, for the use of bargaining unit members on their off-duty time.

For the City



Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020
Date

For PBA



George J. Corwine
Chief Negotiator

Aug 25, 2020
Date

The Police Department shall continue to provide sports uniforms for members of City recreational league basketball, softball, football and track teams. Uniforms will be replaced once every three (3) years.

15.3 Educational Assistance

An employee who has achieved permanent status will be eligible to take courses which are approved in advance by the Chief as being job-related. The participant must successfully complete each approved course with a grade of at least "C", a passing grade for pass/fail courses, or a minimum score accepted by the academic institution for awarding credit for College-Level Examination Program exams. Upon successful completion of the course the employee will be reimbursed for 50% of total tuition costs of not more than a fixed amount of \$750 for undergraduate studies and \$1500 for graduate studies per academic year.

15.4 Group Insurance

The City agrees to offer the same group health insurance coverage to members of the bargaining unit as it offers to non-unionized, non-managerial City employees. The City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance coverage for non-unionized, non-managerial City employees. In the event the Big Bend Chapter of the Florida Police Benevolent Association contracts with an alternative health maintenance organization to provide health insurance coverage solely to members of the bargaining unit, the City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance coverage for non-unionized, non-managerial employees. Such contribution shall be remitted monthly by the City to the PBA following receipt of documentation of coverage.

An employee who retires shall have the right to continue his term life insurance coverage, if enrolled at date of retirement per the group contract. The cost of coverage shall be deducted from the retiree's pension check.

15.5 Death Benefit

For the City



Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020
Date

For PBA



George J. Corwine
Chief Negotiator

Aug 25, 2020
Date

The City agrees to cover employees for a death benefit in compliance with Section 112.19, Florida Statutes.

15.6 Personal Property

The City agrees to replace eligible personal property or provide reimbursement to a department member for loss or damage to such property, if the loss or damage occurred while the member was conducting official business in an on-duty status and the loss or damage did not result from the member's negligence, carelessness, or wrongdoing. The decision to repair or replace will be made at the City's option. The terms "loss" or "damage" do not include ordinary wear and tear. Members are advised against use of expensive personal property while on duty in recognition of the limits of reimbursement as set forth in this Article.

The following are personal property items which members may seek replacement or reimbursement and the limits of reimbursement or replacement cost:

(1) Prescription glasses/contact lenses will be repaired or replaced based on actual cost not to exceed two hundred dollars (\$200.00). Reimbursement cost would not include the cost of any eye exam or added features such as tinting or designer frames.

(2) Sunglasses may be repaired or replaced at actual cost not to exceed twenty-five dollars (\$25.00).

(3) Watches may be repaired or replaced at actual cost not to exceed seventy five dollars (\$75.00). Cell phones not to exceed one hundred dollars (\$100.00.)

(4) Agency approved personal rifles may be repaired or replaced at actual cost not to exceed five hundred dollars (\$500.00). Additions to the core rifle will not qualify for reimbursement.

Members authorized to wear civilian clothing while on duty may be compensated for damaged clothing at actual cost not to exceed the following rates:

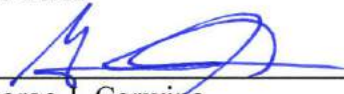
Trousers, skirts – forty dollars (\$40.00)
Shirts, blouses – thirty dollars (\$30.00)

For the City


Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020
Date

For PBA


George J. Corwine
Chief Negotiator

Aug 25, 2020
Date

87 Jackets, sweaters – seventy-five dollars (\$75.00)
88 Shoes – fifty dollars (\$50.00)

89

90 The following articles are not eligible for replacement or reimbursement:

91 Jewelry (other than watches)
92 Currency
93 Authorized equipment used in lieu of, or in addition to, departmental issue.

94 **15.7 Orientation Day Briefing**

95 The Association will be granted one hour of time during new officer orientation to
96 explain jointly with the Management Division Head the provisions of the Agreement
97 and the functions of the Association. The Association agrees to comply with
98 Section 447.509, Florida Statutes.

99 The President of the Association or his designee will be notified by the Employee
100 Resources Section Head as to the scheduling of new officer orientation sessions.

101 **15.8 Rules and Regulations**

102 A personal copy of the Written Directives Manual will be provided on compact disk
103 to new hires and to any member who requests a compact disk. Any amendments
104 to the Written Directives Manual will be communicated to employees as soon as
105 practicable, and copies of the amendments shall be distributed within thirty (30)
106 days of their effective date. Employees will sign for their copy of the Written
107 Directives Manual and all amendments.


108 An official copy of the City Personnel Policy and Procedures Manual will be kept
109 in the Police Department Employee Resources Section and will be available during
110 regular operating hours for reference. Employees, who have the prior approval of
111 their supervisors if the employees are on duty, will be permitted to review the
112 Personnel Policy and Procedures Manual during the above-mentioned hours.

113 **15.9 Voting**

For the City




Mike Mattimore
City's Chief Labor Negotiator


Date

For PBA



George J. Corwine
Chief Negotiator


Date

114 Any employee who resides in and is a registered voter in the City of Tallahassee
115 who does not have time outside normal working hours to vote in a City election
116 because of assigned police duties may be given, at the discretion of his supervisor,
117 up to one (1) hour of paid administrative leave in order to vote.

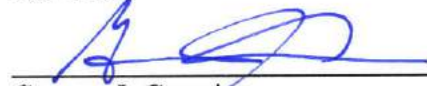
For the City



Mike Mattimore
City's Chief Labor Negotiator

August 25, 2020
Date

For PBA



George J. Corwine
Chief Negotiator

Aug 25, 2020
Date

ARTICLE 17
PROBATIONARY PERIODS


17.1 Duration

The probationary period for each newly-hired employee in the bargaining unit shall be one (1) year of continuous service as a police officer in the Tallahassee Police Department following the date of certification as a Florida law enforcement officer. The probationary period for each rehired certified police officer in the bargaining unit shall be one (1) year of continuous service in the Tallahassee Police Department. With the Police Chief's approval, there shall be no probationary period for a rehired police officer who has been separated for two (2) years or less provided the police officer had already attained permanent status. An employee terminated during his initial or reemployed probationary period does not have the right to grieve the termination.

17.2 Extension

When the employee, during the probationary period, is absent from his regular duties for a period of one hundred sixty (160) consecutive working hours or more, the probationary period shall be extended by an equal number of working hours. Upon recommendation by the Bureau Commander, the Police Chief may extend an employee's probationary period for up to six (6) months. If an employee's probation is to be extended based on the Bureau Commander's recommendation, the employee must be given written documentation of the performance deficiencies and a performance improvement plan.

For the City



Mike Mattimore
City's Chief Labor Negotiator

2/19/2020
Date

For PBA



George J. Corwine
Chief Negotiator

Feb 19, 2020
Date