AGREEMENT

Between

THE CITY OF SARASOTA, FL.

and

THE INTERNATIONAL UNION

OF POLICE ASSOCIATION, LOCAL #6043, AFL-CIO

Referred to Herein as IUPA

FOR THE PERIOD OF 10/1/2026 - 9/30/2029

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ARTICLE #1

RECOGNITION

Section 1.

The City of Sarasota, Florida, (hereinafter referred to as "the City"), recognizes the International Union of Police Associations, AFL-CIO (hereinafter referred to as "IUPA") as the exclusive Collective Bargaining Representative of the employees in the Bargaining Unit as described herein. (Reference PERC Case RC 2021-035 Verification of Election Results; Certification of Exclusive Collective Bargaining Representative and Revocation of Certification October 22, 2021 in PERC Certificate #2017)

For the duration of this Agreement, the Bargaining Unit shall include:

Lieutenants employed by the City of Sarasota.

For the duration of this Agreement, the Bargaining Unit shall exclude:

The Police Chief, Major, Captains, Internal Affairs Lieutenant, Sergeant, Police Officer, Dispatcher, Senior Dispatcher, Communications Supervisor, Community Service Aide, Community Service Aide Supervisor, and all other employees of the City of Sarasota.

Section 2.

The IUPA recognizes that the City Manager is the collective bargaining representative for the City. The IUPA further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designee

Section 3.

Neither the Union nor the City or any of their agents or representatives, shall (a) interfere with, restrain or coerce each other in the exercise of any rights guaranteed them under State law, (b) refuse to bargain collectively with each other; (c) fail to bargain with one another in good faith; (d) engage in any conduct which violates the provisions of the Florida Statutes.

ARTICLE #2
DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT:

BASE HOURLY - "Base hourly rate of pay" is defined as the base hourly rate of pay including competitive salary adjustments, if applicable, (as established herein) exclusive of any and all other wage, compensation or benefit elements, such as longevity, specialist pay, etc.

CHIEF OF POLICE - "Chief of Police" is defined to include the Chief and/or his designee.

CITY - "City" is defined as the municipal corporation under the laws of the State of Florida, consisting of an electorate, elected and appointed officials. For the purpose of this Agreement, the term "City" shall also mean the City Commission, its appointed administrative officers, designees and representatives.

CITY MANAGER - "City Manager" is defined as that person appointed by the City Commission who is the Chief Administrative Executive Officer of the City, and/or his designee.

DEPARTMENT - "Department" shall refer to the Police Department.

DUTY PERIOD – means the number of hours in a work day as scheduled by the City.

EMPLOYEE - Unless otherwise indicated, an "employee" is defined as an employee of the City who is a member of the Bargaining Unit as described in Article #1, herein.

HE OR HIS - "He" or "his" shall be used to designate individuals of both sexes.

MANAGE - "Manage" is defined to mean the authority of the City to plan, implement, control, direct, coordinate, train and discipline, such as, but not limited to, the following: To hire, assign, transfer, retain, budget, layoff, recall, promote, discipline, suspend, demote, discharge, negotiate, reward, direct rank and file workers, adjust grievances, or to effectively recommend any of the above by use of the independent judgment of the City. However, this authority is subject to the terms and conditions of this agreement.

OVERTIME PAY - Pay at one and one half (1 ½) times as required by the Fair Labor Standards Act. Employees will not be paid overtime as defined by the Fair Labor Standard Act unless required by the FLSA.

REGULAR HOURLY - "Regular hourly rate of pay" is defined as the regular hourly rate of pay, inclusive of any and all other wages, compensation or benefit element such as longevity, Special Duty pay, etc., but shall not be deemed to include other types of

payments excludable from the regular hourly rate of pay by 29 U.S.C. Section 207(e)(1)-(8) of the Fair Labor Standards Act, as amended.

TOUR OF DUTY - "Tour of Duty" means the period of time during which a Lieutenant is considered to be on duty for purposes of determining compensable hours for purposes of a 207(k) Fair Labor Standards Act exemption claimed in this contract.

WORK - "Work" is defined to mean the duties and responsibilities assigned to an employee by the City, and does not include such elements as annual leave, sick leave, lost-time due to on-the-job injuries, holidays, training during off-duty hours, travel, etc., unless specifically and expressly assigned, authorized and approved in writing by the City.

WORK PERIOD FOR LIEUTENANTS NOT ASSIGNED TO PATROL DIVISION- "Work Period" is defined to mean seven (7) consecutive days and forty (40) maximum hours of non- overtime work for assigned Lieutenants, in accordance with FLSA.

WORK PERIOD FOR LIEUTENANTS ASSIGNED TO PATROL DIVISION - "Work Period" is defined to mean fourteen (14) consecutive days with a maximum of 80 hours in a work period, in accordance with the FLSA.

ARTICLE #3
MANAGEMENT RIGHTS

Section 1.

Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the City of Sarasota prior to this Agreement are retained by the City, and may be exercised without prior notice to or consultation with the IUPA. This article pertains to all members of the Bargaining Unit as assigned within the Police Department.

Section 2.

Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement and this Agreement pertains to all members of the Bargaining Unit as described in Article #1 herein.

A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
B. To determine the purpose and functions of the Police Department and its constituent divisions and units.
C. To perform those duties and exercise those responsibilities which are assigned to the City by federal and state law, city ordinance and/or city regulation.
D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation/ improvement of the Police Department, and to select, manage, direct and evaluate all management, supervisory, administrative and other personnel.
E. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby; subject to the provisions of Section 16 as outlined herein.
F. To set methods, means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed necessary, practical and feasible by the City at its sole discretion.
G. To determine and re-determine job content, workload end work force size.
H. To decide the number, location, design and maintenance of the Police Department facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the City.
I. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, layoff, retain and manage all employees of the Police Department.

J. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability, based on competitive examination, performance evaluation, and other elements currently being utilized.
K. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty, for just cause.
L. To increase, reduce, change, modify or alter the size and composition of the work force.
M. To establish, change or modify the number, types and grades of positions/employees assigned to the Police Department.
N. To determine the extent of operations of the Police Department. To determine when any part of the complete operation shall function or be halted; and to determine when, where and to what extent operations/services shall be increased or decreased.
O. To establish, change or modify employee duties, tasks, responsibilities or requirements.
P. To make, issue, publish, enforce and modify policies, procedures, rules and regulations as the City may from time to time deem best; subject to the provisions of Section 16 as outlined herein.
Q. To grant merit increases to non-represented employees as the City, in its sole discretion, may determine to be necessary or deserved.

All other rights to manage the Police Department and the operations, functions and purposes thereof, which are not in or expressly limited by this Agreement, are reserved exclusively to the City.

Section 3.

The City Commission has the sole authority to determine and re-determine the purpose and mission of the Police Department.

Section 4.

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of such declared emergency, except monetary provisions. Article 6 of this Agreement shall remain intact.

Section 5.

The City Charter, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission, budget, obligation to its

citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

Section 6.

The City has the sole and exclusive right to direct managerial, supervisory, administrative personnel and any other employees not covered by this Agreement to perform any task in connection with the operation of the Police Department whether or not normally performed by the employees within the Bargaining Unit.

Section 7.

The selection and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 8.

The IUPA recognizes that the City and the Police Department has certain obligations to comply with federal, state and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 9.

The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the IUPA shall forthwith terminate. The City shall also have the right, from time to time during this Agreement, to suspend selected services/operations.

Section 10.

The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States.

Section 11.

Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the Bargaining Unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify or delete any rule, regulation or policy rests with the City.

Section 12.

It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

Section 13.

Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

Section 14.

Nothing in this Agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated.

Section 15.

The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.

Section 16.

In the exercise of the above-enumerated rights, the City recognizes its obligation to bargain, if the law requires and prior to implementation, over such rights or decisions that alter or modify mandatory subjects of bargaining. For permissive subjects of bargaining the City recognizes its obligation to bargain, upon demand, over the exercise of management rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of employees. As it relates to changes to permissive subjects of bargaining, nothing contained in this section shall prevent the City from implementing the proposed right or decision prior to negotiations, but any settlement, agreement or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

ARTICLE #4
EMPLOYEE RIGHTS

Section 1.

Employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join, and participate in, or to refrain from joining or participating in, Union. The freedom of employees to assist Union shall be recognized as extending to participation in the management of Union and acting for Union in the capacity of a Union representative.

Section 2.

Nothing in this Agreement shall require an employee to become or to remain a member of Union or to pay any monies to Union.

Section 3.

An employee shall have the right to Union representation if the employee so desires.

Section 4.

Employees are subject to City's Employment Rules. If any conflicts occur between this Agreement and City's Employment Rules, this Agreement shall take precedence.

Section 5.

City will follow the procedures contained in the Police Officer Bill of Rights of the Florida Statutes when conducting formal disciplinary investigations. Formal disciplinary investigations may be commenced for discipline that could result in a suspension or above. Informal disciplinary investigations may be commenced for discipline that could result in a written reprimand.

Section 6.

The City agrees to make every reasonable effort to provide and maintain safe working conditions for employees.

ARTICLE #5
NO STRIKE PROVISION

Section 1.

The IUPA, its officers, representatives, agents, members, and employees covered by this Agreement shall not engage in, instigate or support:

A. A strike.
B. Concerted failure to report for duty.
C. Concerted absence from their respective positions.
D. Concerted stoppage of work.
E. Concerted submission of resignations.
F. Concerted abstention in whole or in part from the full and faithful performance of the duties of their employment by the City.

Section 2.

The foregoing prohibited activities "A" through "F" shall not be engaged in for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or in the rights, privileges or obligations of public employment of any employees within or without the Bargaining Unit.

Section 3.

No employee or group of employees, in furtherance of a strike or work stoppage, shall participate in a deliberate and concerted course of conduct which adversely affects the services of the City, or a concerted failure to report for work after the expiration of this Collective Bargaining Agreement, or any other activities prohibited by Florida law.

Section 4.

The only question which may be presented to an arbitrator, under this Article, pursuant to the grievance and arbitration procedure in this Agreement, is whether an employee or group of employees is/are participating or has/have participated in activity proscribed in Sections 1, 2 and 3 of this Article. If an Arbitrator determines that an employee or group of employees is participating or has participated in such activity/activities, the arbitrator is not empowered to consider or rule upon any penalty or discipline given by the City, including discharge from employment.

Section 5

The IUPA hereby consents to an Ex-Parte order of the Courts of the State of Florida, permanently and immediately, enjoining any strike or other conduct by the IUPA, its

officers, members, agents, representatives, employees, or employees of the Bargaining Unit, proscribed in Sections 1 and 2, hereof.

Section 6.

The City shall declare when a strike has commenced in violation of the provisions of this Article. In the event there should be a strike or other prohibited activity, the City shall not be obligated to reopen or reactivate any facilities/operations affected by that activity.

ARTICLE #6
EMPLOYEE/MANAGEMENT COMMITTEE

Section 1.

There shall be an Employee/Management Committee consisting of the following Employee/Management Representatives:

A. Two representatives as appointed by the Union President; and
B. Two representatives as appointed by the City.

Section 2.

Meetings of this Committee shall be held as needed, however, not more than once every month and shall be scheduled at the request of either party upon ten (10) days' notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those questions/issues to be presented for discussion. The time, place and duration of discussion shall be determined by the City.

Section 3.

The sole function of the Employee/Management Committee shall be to discuss general matters pertaining to employee relations. The Committee shall not engage in collective bargaining or the resolution of grievances.

Section 4.

Committee members of the Bargaining Unit shall be paid by the City to participate in Employee/Management meetings which will be scheduled during on-duty hours.

ARTICLE #7
BASE HOURLY RATE OF PAY

Section 1.

Lieutenants

A. Year 1: Fiscal Year 2026-2027

Effective pay period beginning October 28, 2026, following ratification by both parties.

Lieutenants – Appendix A, Schedule 1

Section 2. Acting in a Higher Rank.

A. Eligibility and Pay Rate

Each time an employee is officially designated, by the appropriate supervisor, to act in a higher rank than the employee's permanent rank and performs said duties for an entire shift, the Lieutenant shall be paid an acting in a higher rank differential of 5% of their base hourly rate of pay.

B. Proof of Claim

The memo of assignment to the higher rank signed by the Captain, Deputy Chief or Chief, with start and end date identified, must be submitted to the department's payroll unit to be included in the next applicable payroll cycle. The 5% differential would be paid as a lump sum amount on the applicable pay cycle.

C. Return to Regular Hourly Rate

Employees being paid at a higher rate, while temporarily filling a position in a higher rank will be returned to their regular hourly rate of pay when the period of temporary employment in the higher rank is ended.

Section 3. Exception to Retroactivity.

Any provisions for retroactive compensation shall not apply to any employee of the Bargaining Unit not employed by the City as a Lieutenant at the time of final ratification of this Agreement.

Section 4. Shift Differential Pay

Those Lieutenants whose shifts start between 5:00 PM and Midnight shall receive a shift differential of 3% of Base Rate of Pay.

ARTICLE #8
SPECIALIZED UNIT ASSIGNMENTS

Section 1. Specialized Unit Assignments.

The number and assignment of Lieutenants to special duty outlined below shall be at the sole and exclusive discretion of the City.

Section 2. Specialized Unit Pay.

Lieutenants assigned to CID Assistant Commander, the Special Response Commander, the Professional Standards Division Assistant Commander, Patrol Division Assistant Commander, Parking Services Division and the Support Services Division Assistant Commander shall receive $60/week in Special Duty pay.

Lieutenants who are fully bilingual, as validified with an outside vender testing oral language abilities, shall receive an additional $30/week in Interpreter Special Duty pay. Employees certified in an additional language will need to be available for translation and interpretation throughout the City and depending upon customer requests.

Section 3. Other Specialized Unit Assignments.

Other specialized unit assignments may be made at the sole discretion of the Chief of Police, in accordance with Section 1 as outlined herein at the same rates set forth in Section 2 above.

ARTICLE #9
HOURS OF WORK AND OVERTIME

Section 1. Assignment of Work Schedule.

The City shall, in its sole discretion, schedule the work hours, work days and work weeks of employees in the Bargaining Unit. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week. The City has the sole discretion to schedule and/or assign hours of work, either less or more than the normal work day/period. Unless otherwise directed by the City, the work period is designated in accordance with the exemption authorized under the Fair Labor Standards Act and as defined in this Agreement. The duty schedule shall be as defined in this Agreement. The City agrees to provide members of the Bargaining Unit with a seven (7) day advance notice for shift changes.

Section 2. Overtime Rate of Pay

A. For Lieutenants:

All time worked in excess of forty (40) hours in a given work period by Lieutenants assigned to the seven (7) consecutive day work period, shall be paid at one and a half (1 ½) times the regular hourly rate of pay. In order for an employee to be compensated for time worked in excess of the forty (40) hours in a work period, the overtime must be ordered and approved at the sole discretion of the City. There shall be no pyramiding of pay for purposes of overtime computation.

B. For Lieutenants Assigned to Patrol Division:

All actual time worked in excess of 80 hours in a given work period, by Lieutenants for the fourteen (14) consecutive day work period shall be paid overtime at one and a half (1 1/2) times the regular hourly rate of pay. In order for an employee to be compensated for time actually worked in excess of the 80 hours in a work period, the overtime must be ordered and approved at the sole discretion of the City. There shall be no pyramiding of pay for purposes of overtime computation.

Section 3. Definitions.

For the purpose of this Agreement, the following terms are hereby defined:

Work periods of Lieutenants:

A. "Seven Consecutive Day Work Period" means scheduled seven (7) consecutive days with forty hours (40) of non-overtime work, starting on Wednesday and ending on Tuesday of each calendar week at the discretion of the City.

B. " Fourteen Consecutive Day Work Period" for those assigned to Patrol Division means scheduled fourteen (14) consecutive days with 80 hours of non-overtime work, starting on Wednesday and ending on Tuesday of every other calendar week at the discretion of the City.
C. "Work Period" for non-sworn members of the Bargaining Unit means scheduled seven (7) consecutive days with forty hours of non-overtime work, starting on Wednesday and ending on Tuesday of each calendar week at the discretion of the City.
D. "Duty Period" means the number of hours in a work day as scheduled by the City.

Section 4. "Time Worked".

Only hours actually worked and City designated official holiday hours will be utilized for calculating the regular hourly rate of pay for purposes of overtime computation/calculation. Holiday hours will be considered hours worked for the purpose of overtime computation/compensation. (Holidays do not include payment for pre-shift time.)

Section 5. Call Back Time/Pay.

The City has the sole discretion to require employees to return to work on other than their normally scheduled or regularly assigned shifts, provided, however, that such employees(s) shall receive a minimum of two (2) hours work time with pay for such required duty.

Section 6. Compensatory Time Off for Lieutenants

The City, in its sole discretion, may either compensate employees who work in excess of forty hours (40) or eighty hours (80) in their respective given work period at the prescribed overtime rate, or may grant equivalent compensatory time off. Accumulation of compensatory time, and court time, shall not exceed 480 hours.

Section 7. Compensatory Time – Accumulation

Accumulation of compensatory time and court time shall not exceed 480 hours.

Section 8. Court Time/Pay for Lieutenants.

8.1 With the exclusion of any employee(s) separated or retired from City employment prior to the date of final ratification of this Agreement, court appearances and other court duties performed by Criminalists or Officers, including appearances and duties involving civil cases, required by the City occurring on other than an employee's assigned shift, will be compensated at time and one-half, irrespective of any other provisions for overtime pay based upon their then current work period or other shift assigned as determined by the City. Except as outlined herein; court pay shall not be paid to employees whose court appearance, hearing, deposition or Pre-filing interview (PFI) falls within one and one half

(1.5) hours prior to the start of their assigned work hours or within one and one half (1.5) hours after their assigned work hours. Employees assigned to court appearance(s) within one and one half (1.5) hours pre-shift or post-shift, shall be deemed to be in an on duty status instead of court time status.

8.2 Employees shall receive a minimum of two (2) hours pay at time and one-half for each such off-duty court-related appearance, irrespective of the number of cases involved in each appearance, except as outlined herein. Such court time, however, shall not be counted as "time worked" for overtime purposes except as outlined herein.

8.3 Employee has the option to request court time compensation at time and one-half or request equivalent compensatory time, provided the employee meets the criteria outlined herein, and provided that the employee's accumulated compensatory time and court time, shall not exceed 480 hours. The City, in its sole discretion, may either pay said employees as provided in this Section, or grant equivalent compensatory time off.

Section 9. Pay Cycle

Biweekly, every other Friday.

Section 10. Off Duty Employment

For shift assignments of 8 hours or longer, off-duty employment will not be permitted within 8 hours prior to the commencement of your next scheduled shift.

Section 11. Shift Rotation

Whenever a shift rotation occurs, all officers shall be entitled to at least 8 hours of off-duty time prior to returning to work if the officer is changing from the shift previously assigned.

EXPLANATION

Officers going to or from one shift to another will be afforded a minimum of 8 hours of off-duty time prior to reporting back to work.

Section 12. In-Service Training/Advanced Schools

In-Service Training scheduled in 8-hour increments:

If training occurs on the officer's assigned day of work, the officer will be reassigned for the scheduled training and receive compensation as though the officer worked his assigned shift.

If any training occurs on the officer's day(s) off, the officer will be compensated for the actual hours of the scheduled training to include any travel time incurred.

If training is delivered in blocks of instructions of less than 8 hours, the officer will receive compensation for the actual hours of the scheduled training regardless of whether it is the officer's day off or assigned work day. The officer will need to use any accrued time to make up the difference if it is the officer's assigned day of work.

EXPLANATION

If an officer is assigned to attend a school comprised of 5 days of 8 hours of training each, on those days the officer was scheduled to work prior to this reassignment for training, the officer will receive compensation as though he worked his assigned shift. On those days of training which fall on the officer's scheduled days off, the officer will receive credit for actual time of travel plus any travel time above and beyond travel time to and from SPD Headquarters, not the entire shift because the officer was not assigned a shift on this particular day.

Section 13. Lunch/Dinner Breaks

Officers assigned to the 11.5-hour shift will be authorized two lunch/dinner breaks per shift of 30 minutes each in length. These are paid lunch/dinner breaks and officers will be required to respond for calls to duty during these breaks. These two breaks are independent of each other and shall not be combine.

ARTICLE #10
BUMP DOWN PROCEDURES FOR REDUCTION IN FORCE AND/OR LAYOFFS

Section 1. Bump Down Procedures for Reduction in Force/Layoffs.

If a Lieutenant/employee has been promoted to a classification that makes him ineligible for representation by this contract and is later reduced in grade to a classification that makes him eligible for representation by this contract, then that employee would be reduced one rank; and the Lieutenant with the least time in grade, would be reduced to the next lower rank. The Lieutenant, reduced in rank, would assume his original date of rank (previous date promoted to that rank) for the rank that he has been reduced.

Section 2. Recall Procedures After Reduction in Force/Layoffs.

Employees would be recalled from layoff in the inverse order of layoff. (The last Lieutenant laid off would be recalled first). The recalled Lieutenant must accept the recall notice of reemployment (sent via certified mail, return receipt requested, to the last known address) within 10 days of the receipt of the recall notice, and the recalled employee must meet the medical and physical requirements of the assigned classification and pass all pre-employment testing requirements. A recalled Lieutenant who has been laid off in excess of ninety days shall be subject to a physical and polygraph examination. Any Lieutenant laid off by the City is eligible to be reinstated to his most previous rank held prior to layoff if he is recalled from layoff status within one year of the effective date of the reduction in force or layoff. The recalled Lieutenant (within twelve months of the effective date of the layoff) would be eligible to return as a permanent employee based on seniority (last Lieutenant laid off is the first to be recalled) and receive an adjusted date of rank and authorized benefits.

ARTICLE #11
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ARTICLE #12
IUPA RIGHTS AND OBLIGATIONS

Section 1. Dues Deductions.

A. Dues Deduction

1) A member of the Bargaining Unit may present written authorization on the prescribed form to the City to deduct from his salary IUPA dues. Such authorization shall be executed on the form adopted by the City. Each authorization shall be effective until the earliest of the following dates:
   a) The termination of IUPA's status as the certified collective bargaining representative;
   b) The determination by the Florida Public Employees Relations Commission ("PERC") that the IUPA has participated in, supported or instigated in any manner a strike against the City; or
   c) Thirty (30) calendar days after written notice of revocation of said authorization by the employee to both the City and the IUPA.
2) The City will transmit the dues and uniform assessments deducted in any week to the Treasurer of the IUPA at a convenient time following said deductions, but not later than fifteen (15) calendar days from the end of the week in which the deductions were made, except in the case of reasonable delays.
3) The City's sole obligations with respect to said funds are the collection and transmittal of those funds. The IUPA, its officers, agents and members will hold the City, its officers and agents harmless for the cost of any action which may be brought by any of its members, group(s) of members, agencies of law or other parties with respect to the use of disposition of said funds, after they have been transmitted to the IUPA. The Union will advise the City's Human Resources Director in writing as and when the dues amount changes.

B. Service Charges:
The City shall deduct from the payment made to the Union the following expenses of bookkeeping, retention and transmittal of funds:

Four Hundred and 00/100 Dollars ($400.00) per fiscal year.

The above service charge shall be effective and deducted within the first month after final ratification and shall be collected thereafter during the month of October for the duration of the Collective Bargaining Agreement.

Section 2. Exception to Dues Deductions.

In the event an employee's salary earning within any given pay period (after deductions for withholding tax, retirement, health insurance and other priority items) are not sufficient

to cover dues, it will be the responsibility of the IUPA to collect its dues for that pay period directly from the affected employee.

Section 3. Bulletin Board.

The IUPA may post notices of its recreational and social functions, elections, meetings, and the names and addresses of officers, directors and representatives on a designated 20" x 30" section of the existing bulletin boards located in the Police Department. Each such notice must be signed by an officer of the IUPA Local, and approved by the Chief of Police or designee prior to the posting. Under no circumstances shall the IUPA tender for posting any notice which tends to disparage or interfere with any elected or appointed official(s) or employee(s) of the City. IUPA may have access to members' mailboxes for ratification voting information once the document has been approved by the Chief of Police or designee.

Section 4. IUPA Time Bank

A. This Agreement authorizes the City to donate to the IUPA 200 hours of time per fiscal year, for the IUPA Local President or his designee to attend the IUPA activities related to the City of Sarasota, including negotiations. Lieutenants can donate bank hours to Officers and Sergeants unit, one time a year, up to the available balance.
B. Time off will be authorized at the discretion of the Chief of Police or her designee provided there is no conflict with minimum scheduling.
C. When requesting use of the IUPA Time bank the proper form shall be used which will indicate the date of the negotiations and other union business and the amount of the time to be withdrawn from the IUPA time bank.

Section 5. Donation of Holiday Time to IUPA.

A. The IUPA shall collect from each consenting member of the Bargaining Unit who has agreed to and executed the appropriate form; two (2) hours of earned Holiday time, for the IUPA Time Bank. Said time will be used at the discretion of the IUPA President or his designee(s) for the purpose of the IUPA business.
B. The initial two (2) hours of Holiday time will be collected by the Union by November 15th of every year, by consent only, after final ratification of this Agreement by both Parties. For new members of the Bargaining Unit, the Union will collect the two (2) hours of Holiday time by November 15th, of every year, by consent only.
C. When requesting use of the IUPA Time bank the proper form shall be used which will indicate the date of the negotiations or other union business and the amount of the time to be withdrawn from the IUPA time bank.
D. At no time shall the aforementioned IUPA Time Bank donations from Section 5a and Section 5b exceed 680 hours for a fiscal year; however, all time bank hours can be carried over into the next year and must be used on or before September 30 of the fiscal year following the fiscal year accrued.

Section 6. Representation and Union Business.

Neither IUPA 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 Commander. IUPA Executive Officers may contact employees or other persons concerning grievance matters or IUPA business during either the working hours of the IUPA Executive Officers or the working hours of any employee sought to be contacted without the express prior permission of the Shift Commanders of the employees involved provided it does not interfere with work.

ARTICLE #13
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definitions.

A. "Grievance" is Defined as a written allegation by the Aggrieved (as defined below) that he has been adversely affected by a misinterpretation or misapplication of a specific written term(s) of this Collective Bargaining Agreement occurring after the effective date and before the termination of the Agreement. Excluded from consideration under the Grievance and Arbitration procedure are: letters of instruction and cautioning, sexual harassment (see Rule 2.18 of the City's Personnel Rules and Regulations); discrimination (see Rule 2.19 of the City's Personnel Rules and Regulations).

B. The "Aggrieved" is an Employee, or a group of Employees, who allege that they have been adversely affected by a disciplinary action.

C. A "Grievant" is an employee or union representative who has filed a written Grievance.

D. The IUPA may bring a class action grievance on behalf of bargaining unit employees in its own name concerning class-wide disputes relating to the interpretation or application of this Agreement. The IUPA's election to proceed under this Article shall preclude it from proceeding in another forum (including the PERC) on the same issue. Such Grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, within twelve (12) days of the occurrence of the event giving rise to the Grievance.

E. The Employee's and IUPA's election to proceed under this Disciplinary Grievance Procedure shall preclude it from proceeding in another forum (including the PERC) on the same issue.

Section 2. Procedure.

A. Informal Step

The aggrieved and/or his IUPA representative shall request a meeting to discuss a grievance with his immediate supervisor (or his designee) with the objective of adjusting the grievance informally. Said request shall be made to the immediate supervisor no later than twelve (12) calendar days after the grievance first occurred, or when the aggrieved should have had knowledge thereof. Any meeting under this step may take place within seven (7) calendar days after such a request. If the aggrieved is not satisfied with the disposition of the grievance or a meeting is not held, the grievance may be taken to Step One of the formal procedure.

B. Formal Steps

1) Step One

The aggrieved and/or his representative shall present the grievance on the adopted form to his Captain or the Captain's designee no later than twelve (12) calendar days after the informal meeting or, in the absence of such meeting, no later than seven (7) calendar days after the request for a meeting was made. The Captain or his designee shall submit a written response on the adopted forms within seven (7) calendar days after submission of the grievance, or the grievance may be taken to the next step.

2) Step Two

If the aggrieved is not satisfied with the disposition of the grievance in Step One, he and/or his representative may submit it on the adopted form to the Chief of Police or his designee within seven (7) calendar days of the written response in Step One or from the final date a response was due, in the absence of a written response. The Chief or his designee shall submit a written response on the adopted form within twelve (12) calendar days after submission of the grievance in this Step. This Step Two is the final step for written reprimands.

3) Step Three

If the aggrieved, who faces suspension, demotion or dismissal, is not satisfied with the disposition of the grievance in Step Two, he and/or his representative may submit it on the adopted form to the City Manager or designee within seven (7) calendar days of the written response in Step Two or from the final date a response was due, in the absence of a written response. After submission of the grievance in this step, a meeting before the City Manager or designee shall be held if the City Manager or designee deems it necessary, or if the Grievant demands such a meeting.

The City Manager or designee shall submit a written response on the adopted form within twelve (12) calendar days of the submission of the grievance to him.

4) Step Four

If the grievance is not otherwise resolved by Step Three, the grievant and/or the IUPA representative [or the IUPA] may submit the matter to arbitration in accordance with the available procedures outlined in this Article. While the IUPA retains exclusive authority to decide whether grievances filed by dues-paying IUPA members may be submitted to arbitration, nothing in this article abrogates the due process rights of any employee. A grievant may select only one avenue of appeal, and once that appeal process has been initiated the grievant may not select the other process.

The party requesting arbitration, other than the “Fast Track” Arbitration Process as set forth herein, shall submit a request for a panel of not less than seven (7) names to the Federal Mediation and Conciliation Service, FMCS. The section shall be made by alternately striking names and the remaining name shall be the arbitrator. The

party requesting arbitration shall strike the first name. Each party shall have the right to reject one panel as a matter of right.

Section 3. Rules

A. Any written grievance presented by an employee must contain the following Information on the form attached hereto:

1. A statement of the grievance, including date of occurrence, and details, and facts upon which the grievance is based.
2. The article and section of the Agreement alleged to have been violated.
3. How the aggrieved feels the above article and section is being violated, so as to adversely affect him.
4. The action, remedy or solution requested by the employee.
5. Signature of aggrieved employee and/or his/her representative.
6. Reason for rejection of management's answer, if appealed.
7. Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and shall be declared null and void.

B. A member of the Bargaining Unit may avail himself of the grievance procedure in person or by counsel and have such grievance adjusted without intervention of the IUPA provided that:

1. The adjustment is not inconsistent with the terms of this Agreement; and
2. The IUPA has been given reasonable opportunity to be present at any meeting called for in the resolution of such grievance.

C. The time limits contained herein are absolute. The failure of the aggrieved to file a grievance timely or to appeal it timely to subsequent Steps is a waiver of the grievance. At any step in the grievance procedure, the time limits may be extended by mutual Agreement of the parties to the grievance. Should there be at any step herein prescribed, no response by the City, it shall be deemed that the grievance has been denied.

D. Employees will follow all written and verbal directives of supervisors even if such directives are allegedly in conflict with the provisions of the Status Quo. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

E. If either party asserts that the grievance is not arbitrable, the arbitrator shall determine the issue of arbitrability.

F. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Status Quo, and shall confine his decision solely to the interpretation or application of

the Status Quo. The arbitrator shall not have the power to arbitrate any matter expressly or impliedly excluded from arbitration, nor to proceed in contravention of the limitations upon his powers as expressed in herein.

G. Any relief granted prior to Step Three requiring the expenditure of City funds which is not in accordance with Florida Statutes, shall be void. Any relief granted prior to Step Two shall not be deemed to establish a past practice, custom, precedent, or usage as to any other circumstances of occurrences without the express approval of the City Manager. The arbitrator is not empowered to apply or rule on any state or federal law (other than the Florida Arbitration Act), or to render any award which imposes fines or penalties upon the City.

H. In the event of the arbitration of a grievance arising out of the discharge of an employee, the arbitrator is empowered to either sustain the discharge or, if he does not, he is empowered to reinstate the employee with or without back pay and with or without reimbursement for bi-weekly comprehensive health care premiums limited to an amount no greater than what the employee's cost would have been. However, for purposes of this Article, back pay shall be defined as base rate of pay as of the last actively worked pay cycle, vacation accruals, defined City Holidays at a straight time rate: As a condition of re-employment, an employee is required to complete the following before they can return to a position as a sworn officer with SPD:

i. A comprehensive SPD job application

ii. Civil and criminal background checks

iii. Employment check (for employment during the period of separation)

iv. Military records, if any

v. Drug test

vi. Fitness for duty examination

vii. Psychological examination*

viii. Polygraph*

ix. Any required certification tests including firearms

Sections vii and viii above, an employee may select their own polygrapher and psychologist with cost incurred by the City. A second administration of the psychological examination and the polygraph test will be allowed with the City's approved vendor. The employee will take a polygraph examination, with a doctor of their choosing, with the City's following questions only:

a. Have you been truthful about your employment application?

b. Other than stated, since you left the Department, have you had any personal involvement with illegal drugs.

c. Other than stated, since you left the Department, have you stolen any valuable property or money from any employers?

d. Since left the Department, have you committed any serious crimes? Any award of back pay shall be reduced by any unemployment compensation he may have received and shall be reduced by interim earnings of the discharged employee earned from a replacement job or jobs.

I. Should either party request a transcript of the arbitration proceedings, then that party will bear the full costs for that transcript. If both parties request a copy of a transcript, then the cost associated with the appearance of the court reporter and a copy of the transcript for the arbitrator (should he/she request one) will be divided equally between the parties.

J. Step One and/or Step Two of the grievance procedure may be bypassed provided the aggrieved and the City Manager agree. The grievance shall then be brought directly to the next succeeding step.

K. Each party shall bear the full cost for its representation in the grievance and arbitration process, including the compensation of its participants. Each party shall be responsible for the compensation of its witnesses, including employees. The cost of the arbitrator and the FMCS will be divided equally between the parties.

L. Election of Forum (Non-duplication of Remedies):
The commencing of legal proceedings against the City in a court of law or equity, or before the Public Employees Relations Commission, or any other administrative agency, by a Grievant for an alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said Grievant of Grievant's right to resort to the grievance and arbitration procedure contained in this Agreement for resolution of the alleged violation or violations of the express terms of this Agreement.

M. The aggrieved may present his grievance at Steps One and Two on City time. The presentation of a grievance by an employee Grievant at Steps Three and Four may be on City time only as determined in the sole discretion of the City Manager. Except as herein provided, the investigation, administration or presentation of grievances by an employee Grievant and/or his representative may not be conducted during working hours.

N. Employees have the option of utilizing the appeals process established by the City of Sarasota Personnel Rules and Regulations or the grievance procedure established under this Article, but such employee cannot use both.

Section 4. Fast-Track Grievance Procedure

For the resolutions of grievances forwarded to arbitration that involve discipline involving unpaid suspensions of less than 48 hours, the arbitration will be heard and resolved through the use of the "Fast-Track" arbitration procedure. Any other grievances will not

be permitted under the “Fast-Track” option.

A. In October of odd-numbered years, the City and IUPA shall request a panel of seven arbitrators from the FMCS who have a residential or business address located in Manatee, Sarasota or Charlotte counties. The parties shall use the flip of a coin to decide which party has the option of striking first. The IUPA and City will alternately strike names until a single arbitrator’s name remains. Once the arbitrator is selected, the arbitrator will be contacted to see if they are willing to serve as the “Fast-Track” for the Agreement for the twenty-four-month period beginning with the next January 1st under the following terms:

- Arbitrations must be scheduled within 30 days of the date the grievance is forwarded to arbitration at Step -5 and will only be scheduled after the Parties have mediated the matter in good faith.
- Hearings will be heard in the City of Sarasota and shall be limited to no more than 4 hours in length with the parties provided two hours each for the presentation of their cases.
- The Parties will participate in a pre-hearing Telephone Conference no less than five business days in advance of the hearing date to discuss documents, witness lists and presentation of cases and if there are any objections to resolved prior to the hearing.
- Time spent by a Party on cross examination will be deducted from their allotment of two hours and shall be identified at the outset of the hearing as to how they intend to use the time.
- No court reporter shall be used unless a party desires to pay for such service.
- The parties will close the hearing with oral closing statements and post hearing briefs and/or written summations will not be permitted.
- The arbitrator shall issue his/her decision on Fast-Track arbitrations within 14 days of the close of the hearing, unless the parties mutually agree to extend the time.

B. For “Fast Track” arbitrations the provisions of Section 3, paragraphs, E, F and J shall also apply.

C. Should a first selected arbitrator refuse to accept appointment as the “Fast Track” Arbitrator for the Agreement under the terms outlined herein, the parties will have the option of moving to the last available arbitrator from the original FMCS panel (should both parties agree to do so) or either party may then request a full new panel to use to repeat the selection process.

ARTICLE #14
LEAVE PROVISIONS & PROCEDURES

Section 1. Annual Leave

Qualified employees of the City of Sarasota, upon application to and with the approval of the Chief of Police or designee, shall be accorded Leave in compliance with and subject to the following provisions and conditions.

Accrual rates of PTO:

Years of Service	Accrual Rates of PTO
1 - 5 years	190 hrs.
6 years	200 hrs.
7 years	210 hrs.
8 years	220 hrs.
9 years	230 hrs.
10 years	240 hrs.
11 / 12 years	250 hrs.
13 / 14 years	260 hrs.
15 / 16 years	270 hrs.
17 - 19 years	280 hrs.
20+ years	300 hrs.

A. PTO Maximum Accrual

The maximum accrual is the total of 2 years of earned accrual. If the maximum amount is achieved, the plan will no longer accrue time until the balance is reduced. At that time the accrual shall begin again.

B. Minimum Leave Requests

Once a request has been approved it cannot be rescinded except when the Department reasonably deems an emergency to exist. In that event, the Chief of Police shall recall employees back to work in reverse order of the above grant of leave time.

Should the City's rescission of a granted leave day cause the employee financial harm through the loss of non-refundable travel expenses such as airfare, hotel etc., the City will reimburse the employee for those lost, nonrefundable travel expenses for themselves and their family. The travel obligations must have been undertaken after leave was granted and before it has been rescinded. The employee will furnish reasonable documentation of the losses.

C. Annual Leave Selections

Annual leave selections shall be carried forward by an officer if he or she is reassigned.

D. Conversion from Vacation and RWS to PTO and BANK A:

All current vacation balances for LT, at the time of ratification of this contract, will convert into a PTO plan.

All current Run/Walk/Swim balances for LT, at the time of the ratification of this contract, will convert into Bank A.

After December 2022, any RWS earned will be placed into the PTO attendance plan.

Section 2. Bonus Days

Bonus Days program shall be discontinued. Any Bonus Day balance at the time of ratification of this contract will convert into a Bank A.

Bank A is available to the Lt to use during his/her employment, but no additional time will be added to this bank once this program is discontinued.

Bank A is payable upon separation of employment.

Section 3. Sell Back Attendance Program:

One time per calendar year, on a date selected by the City Manager and which is after January 1st of the year, LT's will be allowed to sell back to the City up to 100 hours total of a combination of PTO, Bank A and Banked Holiday at the rate of pay at the time of the sell back. This time must have already been accrued at the date and time of the sell back program. LT will be required to complete the necessary forms within the deadlines provided by the Human Resources team to receive this payout of time. If the City makes a decision to allow an additional sell back time, this will be impact bargained with the LT.

Notwithstanding the foregoing, the Parties acknowledge that the November 2026 general election ballot contains Amendment 3, which, if approved by the voters, would substantially reduce available City revenues. Therefore, IUPA agrees that if Amendment 3 is approved, the City Manager may find it necessary to suspend the sell back program for City employees in any given fiscal year, or reduce the number of hours able to be sold back in that year. If the City Manager suspends or reduces eligible sell back hours for the

programs for unrepresented City employees (and only if this occurs), then the program will be suspended or modified for employees under this agreement under the same terms and conditions as are applied to unrepresented City employees.

ARTICLE #15
LEAVES AND HOLIDAYS

Section 1. Military Leave

Military leave shall be as provided by federal and state law, and City of Sarasota Rules and Regulations.

Section 2. Maternity Leave/Bereavement Leave

Maternity Leave/Bereavement Leave shall be administered in accordance with the Police Department's policies and procedures and the City of Sarasota Rules and Regulations.

A. Bereavement

5 Days for authorized out-of-state funerals

3 Days for authorized in-state funerals.

Section 3. Holidays

Authorized: The official holidays to be observed by the employees of the City of Sarasota shall be:

New Year’s Day	January 1
Martin Luther King Jr’s Birthday	Third Monday in January
Washington’s Birthday	Third Monday in February
National Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Holiday Clarifications:

A. General:

The City Manager may designate any other workday a holiday for qualified employees. The City Manager has authority to designate a storm day for employees' and citizens' safety. When a Storm Day is declared by the City Manager, employees that were scheduled to work that day and were not able to due to building or program closings will be paid that day. Essential staff that must continue their work schedule will be paid for their time and given a Storm Day.

B. Normal Work Week: Monday through Friday

1) An official holiday that falls on a Sunday shall be observed on the following Monday by permanent employees whose scheduled workweek is either Monday through Friday, inclusive, or Monday through Saturday, inclusive.

2) An official holiday that falls on a Saturday shall be observed on the Friday preceding the holiday by permanent employees whose regular scheduled work week is Monday through Friday, inclusive.

C. Qualified Employees:

Only permanent City employees of the Bargaining Unit may qualify to receive compensation for an official holiday without working on such holiday, and without charge against any accumulated leave.

D. Compensation:

Hourly paid employees who qualify under the above shall be paid their regular straight time rate of pay for their regularly scheduled hours of work for the day on which the holiday fell or was observed.

Holidays as designated by this Contract shall not be charged to annual leave. Therefore, employees who are scheduled to work on an authorized holiday and are granted the day off will be charged for the holiday and not vacation time. This will occur even if the employee requested to use a vacation day on the authorized holiday.

E. Other Than Normal Work Week:

The following shall include members of the Bargaining Unit whose regularly scheduled workweek includes Saturday or Sunday as a day of work and who are required to work on a holiday falling on Saturday or Sunday, and whose days-off are scheduled during the normal workweek.

1) Bargaining Unit members, whose services are required on an official holiday for the conduct of an activity essential to the City or to the Police Department, shall, at the discretion of the Chief of Police, or his designee.

2) Be accorded a day off in accordance with the Police Department policy;

3) Receive pay for the hours worked on the holiday at their regular straight time rate of pay in addition to their regular straight-time pay for the scheduled work day on which the holiday fell;

4) Holidays earned may be earned and used in accordance with the Police Department policy pertaining to holidays and the officer's work schedule.

F. Exclusions from Holiday Pay:

The following listed categories of employees specifically do not qualify to receive compensation for an official holiday as listed herein:

1) Any employee who is absent, without the specific approval of the Chief of Police or designee, for such absence, on either his scheduled working day immediately preceding or immediately following the day on which a holiday is observed;

2) Employees on workers compensation, or other disability compensation.

G. Responsibilities of Department Head:

Nothing set forth herein shall be construed as relieving the Heads of the various departments of their responsibilities for the performance of required functions. They shall determine what persons can be spared to observe holidays. The Police Department reserves the right to schedule or not schedule members of the Bargaining Unit to work on City holidays based on the operational needs of the Police Department as determined by the Chief of Police or designee(s).

Section 4. Aerobic Days

Excellent Category	24 hours
Good Category	16 hours
Fair Category	8 hours
Participatory Category	4 hours (must complete the event to earn)

Hours will be stored in Bank A (during the conversion to PTO).

EXPLANATION

Run/Walk/Swim Days were initially based on a person expending 20 minutes per day, 3 days per week on an aerobic activity. In 6 months, the total time expended would be approximately 24 hours. This amount of time was therefore the basis of awarding time off for those officers performing in the Excellent category for aerobic conditioning. Time awarded for Good and Fair were reduced from this maximum award of 24 hours.

ARTICLE #16
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ARTICLE 17
NON-DISCRIMINATION

The City and the IUPA agree that they shall abide by all federal, state, and local laws prohibiting discrimination or harassment because of any protected class as defined by law, including—but not limited to—because of race, color, national origin, religion, sex, gender, sexual orientation, pregnancy, marital status, age, disability, handicap, veterans status, or any other protected status established by law. Additionally, the City and the IUPA will not discriminate against any employee based on their membership, or lack thereof, in any union. Any allegations, complaints, or concerns regarding any violation of this Article shall follow the appropriate measures provided in Article 13 (“Grievance”).

ARTICLE #18
DISCIPLINE

Section 1. Discipline - Definition

For purposes of this Agreement, Discipline is defined as:

a. Dismissal
b. Demotion
c. Suspension
d. Written reprimand*

*Note: The first step in the coaching process is a Verbal Counseling; the second step in the coaching process is an Instruction and Coaching. Neither the Verbal Counseling or Instruction and Coaching shall be considered formal discipline.

Section 2. Rules

The discipline and Internal Affairs complaints and inquiries for members of the Bargaining Unit shall be administered in accordance with Police Department policies and procedures and the City of Sarasota Rules and Regulations.

Section 3. Performance Evaluation

Previous performance evaluations of the member may be considered as a mitigating factor in disciplinary matters.

Section 4. Forgiveness Policy

An instruction and cautioning document shall be forgiven and not considered for purposes of progressive discipline after one (1) year from the date it is issued if no further infractions of a similar type occur. A written reprimand shall be forgiven and not considered for purposes of progressive discipline after three (3) years from the date it is issued if no further infractions of a similar type occur.

Section 5. Disciplinary Action

For purposes of disciplinary action, a "day" is defined as 8.00 hours.

An employee receiving a 1-day suspension will have his pay reduced by 8.00 hours. If the employee is assigned to a schedule of greater than 8.00 hours/day, the employee may elect to work the additional hours or may utilize accrued time to make up the difference.

ARTICLE #19
TERMS AND CONDITIONS OF COMMUNITY POLICING PLAN

Section 1. Shifts

In order to successfully implement Community Policing initiatives, the Chief of Police reserves the right to staff all zones with any combination of the following shift assignments: 8, 10, 11.5-hour shifts.

8-hour shift: 8.25 hour shift inclusive of the .25-hour pre-shift

10-hour shift: 10.25 hour shift inclusive of the .25-hour pre-shift

11.5-hour shift: 11.75 hour shift inclusive of the .25-hour pre-shift

Pre-shift time is payable only for pre-shift actually attended on days actually worked ("sweat hours"). Thus, pre-shift shall not be attributed to Holidays unless worked.

Section 2. Change in Hours

A change in the hours of the Community Policing Plan work schedule from 8, 10, or 11.5 hours will be noticed by the City no less than six months in advance of the implementation after the ratification of this agreement and no less than one year in advance of the implementation date thereafter. The City will negotiate the impact of any such changes with the IUPA.

Section 3. Restricted Duty

Officers on restricted duty, because of an illness or injury, may be assigned to administrative functions on the 8-hour schedule.

Section 4. Staffing Levels and Zones

Management maintains the right to determine the staffing level for all shifts based upon the operational needs of the Department.

The Department shall, as its sole discretion, staff each zone and each shift to maintain appropriate service delivery levels while insuring officer safety.

The Department may, at its sole discretion, redefine patrol zones annually, relocating zone boundaries and expanding, contracting and consolidating zones as it deems efficacious.

ARTICLE #20
CLOTHING AND EQUIPMENT

Section 1. Laundry Cleaning Services.

The City of Sarasota shall provide laundry cleaning services at locations selected at the sole discretion of the City and pay all cost of laundry expenses for employees of the Bargaining Unit. This provision applies both to uniforms provided to bargaining unit members by the City and to professional wardrobe worn by Detectives while on duty in the Criminal Investigations Division and Professional Standards Division. Detectives promise that they will not abuse the laundry cleaning service by submitting any item for cleaning from his/her personal wardrobe which has not been worn while on-duty. The employees shall be responsible for damage of clothing and equipment as a result of carelessness, negligence, or deliberate act(s).

Section 2. Clothing Allowance.

Eligible members of the Bargaining Unit shall receive a clothing allowance to $100/month.

Section 3. Loss or Damage of Personal Equipment

A. The City of Sarasota will reimburse the employees for loss or damage of personal equipment required in the performance of duties as authorized by the Chief of Police or his designee, up to a maximum of $400.00 per on-the-job incident during assigned police duties.

B. The loss or damage of medically required prescription corrective lenses, denture plates, or hearing aids will be reimbursed pursuant to the State of Florida's Workers' Compensation Fee Schedule. The employee shall be responsible for loss or damage as a result of carelessness, negligence, or deliberate act(s).

C. The payment is subject to the employee providing adequate proof of loss or damage to the Chief of Police, or his designee.

Section 4. Take-Home Vehicle Program.

The City of Sarasota has the right to re-open this article to negotiate

1. Revisions to and/or
2. Termination of The Take Home Vehicle Program. Negotiations shall commence within 60 days of the date the City notified the union. Policy is contained in Appendix B.

ARTICLE #21
COMPREHENSIVE HEALTH CARE PROGRAM

Section 1.

A. Comprehensive Health Care Program shall be provided to the employees.

B. Employee premiums are dependent on the level of coverage selected (single or various family coverages), and the plan chosen, Plan 1 or Plan 2.

C. Incentive will be available to the primary member upon completion of all elements of the annual biometric testing, regardless of the biometric results. Incentive earnings will be placed into the Health Savings Account or Health Reimbursement Account.

2027 Medical Rates

Plan 1	Biweekly
Single	$29.00
Plus One	$236.00
Family	$308.10

2027 Medical Rates

Plan 2-High Deductible Health Plan	Biweekly
Single	$0.00
Plus One	$133.82
Family	$252.00

2027 Dental Rates

DENTAL PLAN I	Biweekly
Single	$2.35
Plus One	$4.71
Family	$7.06

DENTAL PLAN II	Biweekly
Single	$4.95
Plus One	$9.22
Family	$13.46

For Calendar Years 2028 and 2029, medical and dental premiums may be increased no more than 7% each year.

The Lifestyle spending account will remain for eligible employees all 3 contract years at $500 each year.

Section 2.

A. City provided basic Life insurance will increase to $50,000 for all eligible regular full- time IUPA bargaining unit members as of benefit year starting 1/1/2020 (or after if the CBA is not ratified by that date). This will be considered the basic life insurance policy that is offered and paid for by the City of Sarasota.

B. The City will provide Long Term Disability (LTD) coverage for eligible regular full-time IUPA bargaining unit members. The City will incur the cost of this benefit.

C. A Health incentive account will be available for employees enrolled into one of the medical plans offered by the City. A Health Savings Account (HSA) will be available to qualified employees enrolled into the High Deductible Health Plan. An HRA will be available to employees not enrolled in a qualifying High Deductible Health Plan.

D. The City of Sarasota shall contract for annual physicals, cardiac stress exams, and hearing tests for members of the Bargaining Unit. In addition, members of the Bargaining Unit shall be granted four (4) hours of accrued time during their birth month to be used exclusively to attend this annual physical appointment(s). Time off taken from work for the annual physical shall be deducted from this time. This time will be used for this purpose only and shall not be paid out upon termination of employment. If bargaining members would like to use their personal physician, separate and distinct from the physicals provided by the City of Sarasota vendor, they may do so and get reimbursed $250 after receipt of charges are received.

Section 3.

A Human Resources representative will be available for educational sessions regarding the City's self-funded plans upon request from the IUPA elected representative.

In the event the city increases premiums in CY2028 and CY2029, the City shall provide as much advanced notice as possible confirming the increase and general reason for the increase.

ARTICLE #22
RESIDENTIAL INCENTIVE PAY

Any Lieutenant who resides within the City of Sarasota City Limits shall receive Residential Incentive Pay in the amount of Fifty Dollars ($50.00) per week.

ARTICLE #23
PROMOTIONAL PROCESS

Section 1. Eligibility

Lieutenant Candidates: Sergeants may enter the promotional exam process after two (2) years in the classification as a Sergeant. If successful, the individual will be placed on a certified list, but is not eligible to be promoted until completion of two (2) years in rank.

Eligibility is determined as of the date of the first element of the process, not the date of the announcement.

Section 2. Exclusions

A. Candidates for promotion will not take part in any level of scoring review and will not participate in any Oral Board or evaluation process.

B. Any member of SPD who is related to a candidate (as defined in City Rule 2.9 Nepotism) or has any type of relationship with a candidate, including roommates, significant other or domestic partner, and other persons with whom the candidate may have economic and emotional ties, will not take part in any level of scoring review, and will not participate in any Oral Board or evaluation process.

Section 3. Frequency

Normally, the promotional process shall occur every two (2) years, unless the promotional list is exhausted, in which case the City shall schedule a promotional examination within six (6) months after the exhaustion of the promotional list.

Announcement will be made three months prior to the first element of the process.
Entire process schedule will be posted at the time of the announcement.

Section 4. Procedures regarding promotional process if Leadership changes during the duration of this agreement.

A. If there is a change in the leadership/Chief of the Sarasota Police Department from the current Chief of Police who is Chief Rex Troche, the process will revert to the exactly the previous process which is represented here with the strikethroughs included in this article.

~~STEP # 1~~

~~Includes the written test.~~

~~A. Written test~~

~~Will pertain to G.O.'s, S.O.P's constitutional law, procedural law, and those Florida state statutes and City ordinances regularly enforced by the Sarasota Police Department; and the current Bargaining Agreement (including memoranda of understandings) between the City and the PBA. All text materials will be made available to all candidates at the time of the announcement of the test.~~

~~This will be a closed book test.~~

~~Questions will consist of multiple-choice answers. Test will be constructed by an outside vendor.~~

~~Test author will administer and grade the exam.~~

~~Test author will conduct a review of the test with the candidates. Resource material may be brought to the review by the candidates. Any challenges to any questions must be submitted in writing to the test author at the time of the review.~~

~~Responses to any challenges will be made by the test author within five business days of receipt of the challenge.~~

~~In order to proceed to the next phase of the assessment, the candidates must achieve a score of 70% or higher on the written test. This score will include successful~~

~~challenges.~~

~~Any candidate not passing the written test will automatically be excluded from proceeding with the promotional process.~~

~~Possible total points for this exercise – 30 (30%) of the promotional process).~~

~~All candidates with a score of 70% or above will proceed to Step 2.~~

STEP # 1

Oral Interview/ Oral Resume

A. The Oral Interview

The Oral Interview will include questions and scenarios asked of the candidates.

Possible total points for this exercise - 50 (50% of the promotional process).

B. Resume Review

Each candidate will submit a resume to SPD Payroll and Personnel for verification.

Areas to be considered include education, advanced training, leadership training, service in the military, service in higher rank, service in specialty units, experience in multiple units, service on boards and committees, and accomplishments, honors or awards.

Possible total points for this exercise - 45(45% of the promotional process).

C. Seniority

0.2 points for every complete year of service with SPD as a sworn officer.

Possible total points for this exercise – 5 (5% of the promotional process).

Section 5. Final List

Step 1 points are added together.

Possible total points for Step 1 = 100.

Civil Service certification ranking based on total number of points earned from the highest to the lowest.

A. Selection

Selection for promotion as per Civil Service rule.

The Chief may consider the three previous performance evaluations in making the choice of the top three candidates. The Chief will confer with any candidate that is passed over for promotion prior to announcement of any promotion.

B. Probationary Period

Promotional appointments shall be for a probationary period of twelve (12) months. At the conclusion of the initial six (6) months of the probationary period, the pay rate will be the same as that set forth for the grade. The probation period is for the purpose of observation and on-the-job evaluation to assure employees meet the required job standards.

C. Seniority in Rank

Upon entering a new rank, the candidate's seniority at that rank will be based on the final ranking established by the promotional procedure. (Example: In the event of multiple promotions made on the same date, the effective date of rank will be adjusted to ensure that the higher-ranking candidate will have seniority.)

ARTICLE #24
SEVERABILITY

Section 1.

If any article or section of this Agreement should be found to be invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted state legislation or by judicial authority, all other articles and sections of this Agreement that are not affected shall remain in full force and effect for the duration of this Agreement.

Section 2.

After written notification to either party that there has been such invalidation, the parties will arrange to meet within thirty (30) calendar days to begin negotiations on a replacement(s) if deemed by either party to be required. Such negotiations shall not in any way extend beyond the specific frame of reference/issue of the invalidated article or section.

ARTICLE #25
ENTIRE AGREEMENT

Section 1.

The City and the IUPA acknowledge that, during the negotiations which resulted in this Agreement, each party had the right and opportunity to make proposals with respect to all subjects/matters not removed by law from the scope of collective bargaining. The subsequent understandings and agreements arrived at by the City and the IUPA, after the exercise of such right and opportunity, are set forth in this Agreement.

ARTICLE #26
DRUG-FREE WORKPLACE

All bargaining unit employees shall comply with the City of Sarasota Police Department Drug-Free Workplace Program as set forth in Appendix C.

If the City ceases to use a third-party vendor for random selection in random testing, the City will notify the Union of this decision within 30 days.

ARTICLE #27
DURATION OF AGREEMENT

Section 1. Effective Dates.

Except as otherwise provided herein, This Agreement shall be for the period October 1, 2026 through September 30, 2029. This Agreement may be extended only in writing.

Section 2. Successor and Reopener Agreement.

This Agreement may not be reopened for negotiations by either party for the duration of the entire contract agreement (through September 30, 2029).

Section 3. Assignment of Agreement.

This Agreement may not be assigned by either party.

Section 4. Union Affiliation Restriction.

In the event that the IUPA becomes a subordinate of or affiliates with any state, national or international union or labor organization which does not forswear, prohibit or enforce the prohibition of strikes against public employers, the City shall have the sole option to terminate this Agreement at any time during the duration thereof.

Section 5. Violation of No Strike Provision.

In the event that the IUPA or any of its members violates any provision of Article #5 of this Agreement, the City reserves the sole and exclusive option to terminate the entire Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed on this 2nd day of November, 2026.

FOR THE CITY OF SARASOTA

By: _____
Karie Friling, City Manager

Debbie Trice (Nov 4, 2026 11:45:55 EST)

By: _____
Debbie Trice, Mayor
(In Accordance with the Provisions of the Charter of the City of Sarasota, Florida)

FOR THE INTERNATIONAL UNION OF POLICE ASSOCIATION, LOCAL #6043

By: _____
Bradley Rothman, Counsel, Local #6043

Jeffrey Steiner (Nov 11, 2026 13:10:26 EST)

Jeffrey Steiner, Lieutenant
President, Local #6043

ATTEST:

Shayla Griggs (Nov 5, 2026 13:19:46 EST)

Shayla Griggs
City Auditor and Clerk

FOR FORM AND LEGAL CORRECTNESS

Joe Polzak (Nov 4, 2026 13:16:52 EST)

Joe Polzak
City Attorney

APPENDIX A, SCHEDULE 1
LIEUTENANTS WAGE SCHEDULE
As set forth in Article 7

FY2026-2027
Effective pay period beginning October 28, 2026 following ratification by both parties.

FY206-2027

STEP	Fiscal Year 2026-2027 (2080 hrs) Annual
1	121,589
2	125,236
3	128,995
4	132,864
5	136,851
6	140,958

Pay scale is effective pay period beginning October 28, 2026 following ratification of the Agreement by the Lieutenant's union and payable after the approval of the City's Commission.

Newly ranked Lieutenants will be slotted into the wage schedule on Step 1 unless that Step is less than a 10% increase, if less than 10% increase, the promoted Lieutenants shall move to the next highest step. Thereafter the Lieutenants shall move through steps based on anniversary date.

For years 2 and 3 of the contract, the parties agree to negotiation on wages alone.

APPENDIX B

TAKE HOME VEHICLE POLICY

PURPOSE:

The Sarasota Police Department will provide Department officers with a marked, or unmarked, personally assigned vehicle to be used on duty and as transportation to and from work, subject to the following terms and conditions:

- Participants in the HOPP program are not eligible for this program.
- Participation by any employee is voluntary.
- Participants must have a valid Florida driver license and such license shall be free from major restrictions.
- Police vehicles may not be driven outside the area defined as Sarasota County more than 45 miles from the City of Sarasota, except for official business purposes. Officers who live outside that area may arrange to park their vehicles at a public building which is staffed 24-hours per day, such as a fire station, which is located within the area. The arrangement shall be confirmed in writing by the person at that location authorized to grant permission and the officer.
- General Orders 319, Code of Conduct and 406, Police Vehicle Operation, shall apply during all vehicle use, as well as during any other times said policies apply.
- Officers must have successfully completed their probationary period to be considered for a take home vehicle.
- An officer may be determined ineligible for participation in the program if their traffic accident record shows two or more preventable accidents in the last eighteen months, attributable to negligence and/or disregard for established policy and procedure on the part of the officer.
- Vehicles may be operated only by authorized police personnel, or vehicle maintenance personnel performing required services.
- During off-duty hours, vehicle use will be limited to travel to and from work, off-duty assignments, attending court or depositions, official city functions (award ceremonies, funerals, etc.), and other functions specifically authorized by the Chief of Police.
- Vehicles may not be used for personal use, including but not limited to transporting family members or others, shopping, social functions or sporting events. The Sarasota Police Department shall issue a rule identifying minor deviations from travel which are permissible, such as short business stops, attendance at PBA meetings or school events.
- Time spent traveling to and from work is not work time unless the employee performs a police function during that time. When performing a police function, the employee must call the incident in when he starts, and out when finished. A written report must be filed on the next workday. The employee will be paid for time worked. No minimum time or pay is required.
- Officers on light duty status for 14 consecutive days or more, will not operate marked patrol vehicles during the period; however when possible the Department may make an unmarked vehicle available to the officer. Officers on light duty status for an extended period may have their vehicle reassigned from personal use until such time as they return to full duty status.
- Unattended vehicles off-duty must be locked at all times and parked where readily available in the event that an emergency arises. Equipment not affixed to the vehicle and firearms will be removed and stored in a safe place in the officer's residence or the trunk of the vehicle.
- Officers will not leave material relative to their assignment or other issued equipment in the vehicle while it is left for service or repair.

- Seat belts must be used by the employee and passenger at all times while the vehicle is being operated.
- Whenever an officer assigned a vehicle is absent for vacation or other purposes for no more than two consecutive weeks (14 consecutive days) or less and remains at home, the vehicle will not be temporarily reassigned, and may remain at the officer's residence. If an officer leaves town for one week (7 days) or more, but two consecutive weeks (14 consecutive days) or less, and has a garage in which to house the vehicle, the vehicle may remain at the officer's residence; however, if the officer does not have a garage for storage, then the vehicle must be returned to the department. If an officer leaves town for more than two consecutive weeks (14 consecutive days), then the vehicle must be physically returned to the department, regardless of whether the officer has a garage for storage of the vehicle. In those instances where the vehicle is returned to the department, the vehicle may be temporarily assigned as needed to another officer. All policies and procedures which are applicable to those officers assigned a marked patrol vehicle on a continuing basis will also be in effect for any officer who is temporarily assigned a marked patrol vehicle.
- An officer on disciplinary suspension for any reason shall automatically lose his take home vehicle during the suspension. The officer will be required to turn in his vehicle to the appropriate supervisor for the duration of the suspension.
- Officers using a vehicle for transportation to a deposition or court are not entitled to retain any witness travel expense reimbursement, but may collect the witness appearance fee if they are off-duty.
- All officers assigned a vehicle must exercise good judgment and may not drive or use the vehicle so as to cause unfavorable comment or bring discredit to the department.
- While operating the vehicle off-duty, the radio must be kept on at all times.
- Off-duty officers operating a marked patrol vehicle shall intervene in emergency or criminal situations where public safety is endangered and no on-duty units are available or in close proximity. The officer shall preserve evidence and maintain continuity until relieved by an on-duty officer. Such time shall be paid as time worked.
- Off-duty officers operating a marked patrol vehicle shall stop at roadway accidents which require police attention, such as accidents or stranded motorists. Officers should be cognizant of the resulting negative public image of the department if officers fail to stop and assist citizens in need. Such time shall be paid as time worked.
- Officers in civilian attire shall not enforce minor traffic infractions or conduct traffic stops, unless the subject vehicle creates a danger to persons or property.
- Officers will be held responsible for the condition of their vehicle and equipment, including the cleanliness of the interior and exterior of the vehicle, including the trunk and glove box. Cleaning and vehicle care must be performed during duty hours. Officers will also be responsible for the proper care of their vehicle and for ensuring that it is turned in for routine maintenance and required service as scheduled. Officers shall refrain from performing any maintenance/repair work. All such work must be conducted by authorized personnel only.
- An officer who is assigned a vehicle will refrain from:
- altering the body, general design, appearance or markings of the vehicle;
- using fuel, oil, lubricant, windshield washer fluid or other liquid additives other than that which is department authorized; and
- affixing any unauthorized stickers or decals to any portion of the vehicle.
- Any mechanical or electrical alterations or equipment or accessories added by authorized personnel must be approved by the Chief.
- Officers, on-duty, must periodically take their vehicles to the car wash.

- While a vehicle is in for extended repairs, the officer may be issued a replacement vehicle after checking with the fleet manager who will ascertain whether there are sufficient vehicles available.
- Tire pressure for all vehicles will be maintained at the maximum recommended by the tire manufacturer. Tire pressure will be checked periodically by the assigned operator.
- All fluid levels for marked patrol vehicles must be checked by the assigned operator during normal refueling procedures. Fluid levels will be filled only at authorized locations.
- While driving off-duty, officers need not be in uniform. However, they must be dressed in a manner that will enable them to respond. For example, flip-flops may not be worn. The employee's attire must not reflect negatively on the Department. The employee must have a Sarasota Police Department baseball cap in the vehicle to be worn during any response so the employee will be identifiable as a law enforcement officer. This is especially important when other law enforcement officers are or may be on the scene.
- The employee must carry his badge, identification card, weapon and handcuffs in the vehicle at all times. These items, plus the baseball cap, must be removed from the vehicle when the vehicle is parked.
- Officers shall exercise good judgment and due care in the operation of the Department vehicles. In normal non-emergency operations, members shall strictly adhere to traffic laws and drive defensively in a safe, courteous manner.
- Vehicles shall not be used for the purpose of escorting private citizens to medical facilities in their own vehicles. If a medical emergency is such that a person's life is in imminent danger and qualified medical personnel, such as Emergency Medical Services, are not available, members may transport the person in a Department vehicle after obtaining authorization from a supervisor. Members shall operate their vehicle in a prudent, safe manner when responding to a medical emergency.
- All officers assigned vehicles will be subject to emergency call-out on a 24-hour basis and during regularly scheduled days off and holidays.
- Officers shall not operate agency vehicles after consuming alcoholic beverages unless consumption is required in the performance of their official duties and then only with the specific consent of a supervisor.
- Officers shall not utilize the assigned vehicle for towing or carrying heavy or excessive loads, and will not have any objects tied to the roof, or protruding from the trunk or windows.
- Officers shall not utilize the assigned vehicle for off-duty employment except for agency approved off-duty details.
- Off-duty officers driving their vehicle must respond to emergency calls for assistance and in-progress felonies if on-duty units are unavailable and the employee is in close proximity to the call.
- Employee shall be subject to calls for assistance from citizens and from other Department units when operating assigned vehicles.
- When transmitting over the radio frequency or responding to any police action, an off-duty employee, if not assigned a call sign, will utilize the prefix identifier "Mike" followed by their identification number.
- If an off-duty employee is the initial respondent to a police situation, the employee will be required to assist in the investigation, including documentation if necessary, until dismissed by a supervisor or relieved by an on-duty employee.
- Officers may not transport alcoholic beverages when operating the vehicle and are not permitted to park the patrol vehicle at establishments where alcoholic beverages are consumed unless necessary during the course of official business.
- The vehicle may not be used for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.

- The vehicle operator will ensure that the spare tire, jack, and lug wrench are secured firmly in place. The oil and water will be checked at the end of each tour of duty and the gas tank filled.

Appendix C
CITY OF SARASOTA
DRUG-FREE WORKPLACE PROGRAM

I. PURPOSE

This City is committed to maintain a safe, healthy and productive work environment for all its employees; to provide professional services for its customers in a timely and efficient manner; to maintain the integrity and security of its equipment and workplace; and to perform all these functions in a fashion consistent with the interests and concerns of the community.

Pursuant to these goals, the City is committed to establishing a Drug-Free Workplace Program to ensure that we will have a drug- and alcohol-free workplace. This program is intended to comply with the Drug-Free Workplace Program requirements set forth in Sections, 440.101-102, Florida Statutes, and the regulations promulgated by the State of Florida, including Chapter 59A-24 of the Florida Administrative Code, which provides authority for drug testing. To the extent these laws are amended or other statutes, rules, or regulations affecting drug testing are passed or promulgated, or are determined to be applicable to City employees or candidates for employment, this policy will be amended without further general notice.

To enforce the City's drug- and alcohol-free policies and programs, candidates for employment and current employees can be required to submit to substance abuse testing under certain circumstances set forth herein.

II. SCOPE

This policy applies to candidates for employment and to City employees in all job classifications at all locations.

III. EFFECTIVE DATE

The effective date of the Drug-Free Workplace Program is October 1, 2001 as amended December 07, 2022.

IV. POLICY

A. For purposes of this policy the following words or phrases have these specified meanings:

1. The term “alcohol” includes any beverage, mixture, or preparation containing ethyl alcohol, including—but not limited to—distilled spirits, beer, wine, malt beverages, hard seltzers, and other intoxicating liquors.

2. The term “drug” means the controlled substances as defined by Sections, 440.101-

102, Florida Statutes and applicable rules and regulations, including—but not limited to— amphetamines, barbiturates, benzodiazepines, cannabinoids (including medically prescribed cannabis and/or CBD or hemp products with a THC content at or above 0.03), cocaine, ethyl alcohol, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.

3. The phrase “illegally or improperly obtained drug” means any controlled substance that is (i) not legally obtainable under all applicable laws; (ii) legally obtainable but has not been legally obtained (for example, consuming or using another person’s prescription); or (iii) being used in a manner or for a purpose other than as prescribed (for example, consumption or use of depressants and stimulants not prescribed for current annual treatment by an accredited physician).

4. The term "impaired" or "under the influence" means (i) testing positive pursuant to the cutoff levels applicable to this policy and testing program set forth herein, or (ii) being unable to perform the duties of the employee’s position in a safe manner without a heightened risk of injury or harm to the employee, other employees, or third-parties, based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

B. It is our policy that the possession, use, consumption, sale, purchase, distribution, dispensation or manufacture by any employee of any alcohol, drugs, illegally or improperly obtained drugs, or CBD or hemp products (e.g., hemp seed oil) in the workplace, on City premises or within its facilities, in the conduct of City-related work off City premises, or when operating City vehicles on- or off-duty, is strictly prohibited. An off-duty employee who is not in uniform may, however, consume alcohol at City facilities or city-sponsored events where the City has approved the service of alcohol but such exception does not encourage, sanction, or authorize any employee to consume alcohol in excess to a point of being intoxicated or to operate a City vehicle while impaired or under the influence in violation of applicable laws. The foregoing prohibitions apply at all times during the work day, including mealtimes and break periods.

C. It is the City’s intent to comply with all local, state, and federal laws. Where the laws differ, the City will typically comply with federal law.

D. Nor will the City permit any employee to report to work or to perform his duties, or to be on the City's premises or work site, for any reason, with the presence of alcohol, drugs, or illegal or illegally or improperly obtained drugs or hemp products (e.g. hemp seed oil), in his body, or while impaired or under the influence of any drug, illegally or improperly obtained drug, hemp product, or alcohol. The use of hemp products will not be considered a legitimate medical explanation for a positive drug test. The City also does not permit any employee to report to work or to perform his duties while taking prescription or non-prescription medication which adversely affect the person's ability to safely and effectively perform his job functions. Employees are required to notify supervision in such instances, but need not disclose the medication being used

or the medical condition involved.

E. It is a condition of employment to abide by the terms of this policy.

F. Any employee who violates this policy is subject to disciplinary action up to and including discharge, depending on the individual circumstances involved.

V. TYPES OF TESTING

A. JOB APPLICANT TESTING

All applicants who have received an offer of a job contingent on successfully passing a drug test will be tested.

B. REASONABLE SUSPICION TESTING

An employee may be required to submit to testing when City management or supervision has reasonable suspicion based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience that an employee is using or has used any drugs, illegally or improperly obtained drugs, or alcohol in violation of the City's policy. Such evidence may consist of, but is not limited to:

1. Observable phenomena while at work, such as direct observation of drug/alcohol use or of the physical symptoms or manifestations of being under the influence of a drug or alcohol.

2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug/alcohol use, provided by a reliable and credible source. An anonymous telephone call or report shall not be the sole basis for reasonable suspicion testing.

4. Evidence that an individual has tampered with a drug/alcohol test required by the City.

5. Post -Accident: Information that an employee has caused, contributed to, or been involved in an accident while at work. An employee, who is unable to submit to testing at the time of an accident due to the seriousness of his injuries, is required to provide the necessary authorization for obtaining hospital reports and other documentation that would indicate whether there were any drugs or alcohol in his body system.

6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs/alcohol while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment, not within the scope of his regular

law enforcement duties.

Within 24-hours after testing based on reasonable suspicion, the management or supervisor who recommended the testing shall detail in writing on the City's "Reasonable Suspicion Testing Report Form" the circumstances which formed the basis of the management or supervisor's belief that reasonable suspicion existed to warrant the testing. A copy of this report shall be provided to the employee being tested upon request and the original copy of the report shall be kept confidential as a medical record by the City and retained for at least twelve (12) months. Additionally, when requested, the management or supervisor shall verbally articulate to the officer being tested the basis for the reasonable suspicion testing immediately prior to the testing.

C. MANDATORY-TESTING POSITIONS

An employee who occupies a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, or a job assignment in which a momentary lapse in attention could result in injury or death to another person is considered to be in a "mandatory-testing position" for purposes of this policy.

If an employee occupying a mandatory-testing position enters an Employee Assistance Program or drug rehabilitation program, the employee will be reassigned to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

D. RANDOM TESTING

The City reserves the right to require employees, including employees occupying mandatory-testing positions, to submit to unannounced drug/alcohol testing when selected pursuant to the random selection process, which the City shall strictly follow to ensure the random nature of any selections.

Each month, a City of Sarasota Human Resources Generalist will provide Marathon Health (corporate office out of state) with an updated random drug testing eligibility list. Using a computer program, ten names will be randomly selected every month and faxed to the Sarasota Police Department Internal Affairs and Complaints Section. Information pertinent to the random drug testing program is confidential and not subject to public record requests.

The Internal Affairs and Complaints Section will notify the selected member's supervisor and provide the supervisor with a Forms Packet consisting of the following documents:

A: Drug Testing Notification Form

B. Testing Consent Form

C. Member Drug Testing Procedure/Checklist

D. Urine Collection Checklist

E. A map

F. Pre-and Post-Testing Donor's Report of Medication Use

G. Florida Drug- Free Workplace Chain of Custody Form

The selected member's supervisor will serve the member with the Drug Testing Notification Form and provide the employee with the remaining forms in the Forms Packet. The supervisor will require the employee to complete the Testing Consent Form. The supervisor will serve the member in the morning as soon as possible on Monday through Friday or the supervisor will serve the member at the conclusion of the shift for those employees working nights. Employees not present due to illness, vacation, in-service or other reason will not be served until they return to work.

The supervisor will not notify the member of the pending drug test until the actual time of the service. Within 24 hours after service, the supervisor will return the Drug Testing Notification Form and the Testing Consent Form to the Internal Affairs and Complaints Section. If the supervisor is not able to serve the member, the supervisor will immediately notify the Internal Affairs and Complaints Section of the reason and when it is expected that service will occur. (Example: Officer X is on vacation until July 10 and will return to work July 11.) Members will not be served on weekends.

The member will have one hour from the time of service to respond to the collection site (City of Sarasota Employee Health Center) during business hours (6:00 a.m. to 4:00 p.m. Monday through Friday) or will respond immediately upon completion of their shift if working nights. The member will follow the employee drug-testing checklist. The member will forward the Employer's copy of the Florida Drug- Free Workplace Chain of Custody Form upon completion of the test and return it to Internal Affairs and Complaints within 24 hours. The member will retain the Donor's copy of the Florida-Drug Free and Workplace Chain of Custody Form.

E. FOLLOW-UP TESTING

If in the course of employment an employee is required by the City to enter an Employee Assistance Program for drug/alcohol-related problems or a drug/alcohol rehabilitation program, the employee must submit to drug testing as a follow-up to such program, at least once a year, without advance notice, for two years thereafter. Additional types of testing, such as random testing, may be required, as deemed necessary by the City as a part of the follow-up testing, which shall be without advance notice of any kind. Other terms and conditions of continued employment may also be imposed.

F. TRANSFER OR PROMOTIONAL TESTING

Personnel currently employed in a non-mandatory position, who seek transfer or are promoted into a safety sensitive position, will be required to submit to, and pass, a drug test.

VI. CONDITIONS OF TESTING

A. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, and drug test results, received by the City in conjunction with this Drug Testing Program are considered confidential communications and such information will not be disclosed or released except as authorized pursuant to state law or regulations or written consent by the person tested. Generally, disclosure is required if compelled by a hearing officer, arbitrator, or a court of competent jurisdiction, and for determining qualification for reemployment assistance and/or unemployment compensation benefits.

B. PROGRAM INFORMATION ACKNOWLEDGMENT

A program information acknowledgment form acknowledging that the officer has received a copy of, and understands, the terms of the program will be signed by the officer and maintained by the City.

C. REFUSAL TO SUBMIT TO TESTING

Job applicants and employees are expected to cooperate fully in providing specimens and explanations which may be subsequently required by this Policy. Failure to provide specimens, attempts to contaminate or adulterate specimens or otherwise interfere with City procedures will be grounds for disciplinary action up to and including discharge or disqualification for further employment consideration. In the case of a "negative/dilute" test result, the donor will be required to immediately provide another specimen. A second negative/dilute result for an employee will subject the employee to immediate termination. An employee who is injured in the course and scope of his employment and who refuses to submit to a drug test, or who tests positive, in addition to the above, may forfeit his eligibility for Florida Workers' Compensation medical and indemnity benefits. Any City group health/medical insurance in effect does not cover injuries sustained in the course and scope of employment.

VII. TESTING PROCEDURES

A. LICENSED/CERTIFIED LABORATORY

All drug testing will be conducted by a City-designated laboratory which is licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, handling, transfer and storage.

B. DRUGS TO BE TESTED

When testing is conducted in conjunction with this program, the City may test for any or all of the following drugs: amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, ethyl alcohol, methadone, methaqualone, opiates, phencyclidine, and propoxyphene.

C. REPORTING MEDICATION WHICH MAY ALTER OR AFFECT A DRUG TEST RESULT

1. Each applicant/employee shall be provided a form which will enable them to report, both before and after being tested, the use of prescription or non-prescription medication which may alter or affect the outcome of a drug test as well as any other information relevant to the drug test result. The reverse side of the above-referenced form shall contain a list of the most common medications, by brand name or common name, as well as by chemical name, which may alter or affect a drug test result. The information provided by the employee or job applicant should be kept confidential by the employee or applicant and shall be reviewed only by a Medical Review Officer (MRO), who shall be a licensed physician, interpreting any confirmed positive results.

2. Job applicants and employees have the right to consult with a Medical Review Officer (MRO) for technical information regarding prescription and non-prescription medication to determine whether the medication has affected a drug or alcohol test result.

D. COST OF TESTING

The City will pay the costs of initial and confirmation drug testing which it requires of job applicants and employees. Applicants and employees shall pay the cost of any additional drug testing not required by the City.

E. COLLECTION SITE AND LABORATORY ANALYSIS PROCEDURES

Security of the collection site, chain of custody procedures, privacy of the individual, collection control, integrity and identity of the specimen and transportation of the

specimen to the laboratory, as well as all laboratory security, laboratory chain of custody, transporting and receiving of specimens, specimen processing, retesting, storage of specimens, instrument calibration and reporting of results, shall be in accordance with §§ 440.101-102, Florida Statutes., and their attendant rules and regulations as established by the State of Florida, Agency for Health Care Administration, Rule 59A-24, F.A.C. These procedures are intended to ensure that specimens are properly collected, identified and tested.

VIII. RELEASE AND REVIEW OF TEST RESULTS

A. MEDICAL REVIEW OFFICER (MRO)

The City will engage a certified Medical Review Officer (MRO) who is a licensed physician, who will be responsible for receiving and reviewing all confirmed test results from the testing laboratory. The MRO will contact all positively tested individuals to inquire about possible prescriptive or over-the-counter medications or other factors which could have caused a positive test result, and to provide technical assistance for the purpose of interpreting the result.

B. REPORTING RESULTS

1. The testing laboratory will report all drug test results to the MRO within seven (7) working days after receipt of the specimen by the laboratory, and must provide the MRO quantification of the test results upon request. Only specimens which are confirmed as positive on the confirmation test shall be reported positive to an MRO for a specific drug.

2. The MRO will notify the applicant/employee of a confirmed positive test result within five (5) working days of receipt of the test result from the laboratory and will inquire whether prescriptive or over-the-counter medications or other factors could have caused the positive test result. The MRO may use a language interpreter to assist in communicating the drug test results with employees and job applicants.

3. If the MRO is unable to contact a positively tested donor within five (5) working days of receipt of the test results from the laboratory, the MRO will contact the City and request that the City direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within two (2) days from the request to the City, the MRO will verify the test result as positive. If the donor refuses to talk with the MRO regarding a positive test result, the MRO will validate the result as positive and annotate such refusal in the remarks section of the report.

4. The donor will have five (5) working days from the date of notification to discuss the positive test result with the MRO and to submit information/documentation of use of prescription or over-the-counter medication or other factors relevant to the positive test result.

5. The MRO will notify the City in writing of the verified test result, either negative, positive or unsatisfactory, no more than seven (7) working days after the specimen was received by the lab. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO will report a negative test result to the City. However, should the MRO feel that the legal use of a medication would endanger the donor or others, or if the donor is in a safety sensitive or special risk position at the City, then the MRO will report the test negative due to a validated prescription, but will request that the individual be placed in a position which would not threaten the safety of the donor or others.

C. EMPLOYER NOTICE TO DONOR OF TEST RESULTS

Within five (5) working days after receipt of a confirmed positive test result from the MRO, the City will inform the donor in writing of such positive test results, the consequences of the results, and the options available to the donor, including the right to file an administrative or legal challenge. Upon request, a copy of the test results shall be provided to the donor.

IX. CHALLENGES TO TEST RESULTS

A. INTRA-CITY CHALLENGE

1. The donor has five (5) working days after receiving notice from the City of a confirmed positive test result, to submit information to the City explaining or contesting the test result(s) and why the result does not constitute a violation of the City's policies.

2. If the donor's explanation or challenge of a positive test result is deemed unsatisfactory by the City, the City shall within fifteen (15) days of receipt of the donor's explanation or challenge, provide the donor with a written explanation as to why his explanation is deemed unsatisfactory, along with the report of positive result(s). All such documentation shall be retained by the City as a medical record for at least one (1) year and shall be kept confidential pursuant to the confidentiality provisions outlined in this policy.

B. ADMINISTRATIVE OR LEGAL CHALLENGE

The applicant/employee may undertake an administrative challenge of the test result by filing a claim for benefits with a Judge of Compensation Claims pursuant to Ch. 440, F.S., or if no workplace injury has occurred, the donor may challenge the test result in a Court of competent jurisdiction or through arbitration as provided for in a collective bargaining agreement. When a donor undertakes a challenge to the results of a test, it shall be his responsibility to notify the employer and testing laboratory of the challenge, and the testing sample shall be retained by the laboratory until the case is settled.

C. INDEPENDENT TESTING

In the event of a positive test result, the donor, during the 180-day period after written notification of a positive test result, may request independent testing at his own expense of a portion of the tested specimen for verification of the test result. The laboratory utilized for the independent testing must also be licensed by the State of Florida Agency for Health Care Administration or certified by the United States Department of Health and Human Services. The result(s) of the independent testing may be used in any administrative or legal challenge.

X. CONSEQUENCES OF POSITIVE TEST RESULTS/DISCIPLINARY ACTION

A. JOB APPLICANTS

If the results of a pre-employment drug test are confirmed positive, the job applicant will be disqualified from further employment consideration.

B. EMPLOYEES

1. Any employee whose test results are confirmed positive will be subject to disciplinary action up to and including termination.

2. The City reserves the right to assign an employee to administrative leave with pay pending the release of the results of a drug test or the outcome of an investigation related to a violation of the City's drug/alcohol-free workplace policy.

3. If an employee is injured in the course and scope of his employment and test results are confirmed positive, the employee, in addition to the above, may forfeit his eligibility for all medical and indemnity benefits under the Florida Workers' Compensation Act. Any City group health/medical insurance in effect does not cover injuries sustained in the course or scope of employment.

XI. DRUG/ALCOHOL-FREE WORKPLACE AWARENESS/EDUCATION PROGRAM

A. OBJECTIVE

This Awareness/Education Program is designed to help achieve the City's goal of maintaining a drug/alcohol-free workplace.

B. ELEMENTS

1. Ongoing communications to City employees and supervisory personnel that include educational and informational materials advising about the dangers of drug and alcohol use and/or abuse.

2. Display and distribution to City employees of community service hot-line telephone

numbers for employee assistance concerning drug and alcohol use and/or abuse.

3. Specific training of City's management and supervisory personnel who are responsible for determining when an individual is subject to testing based on "reasonable suspicion." Such training will encompass the specific, contemporaneous physical, behavioral, and performance indications of probable drug use.

4. Education for all City employees to assist them in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. The course will include a presentation on the legal, social, physical and emotional consequences of misuse of alcohol or drugs.

5. Maintaining a current resource file of EAP providers, including alcohol and drug abuse programs, mental health providers, and various other entities designed to assist employees with personal or behavioral problems.

6. Advise employees of any EAP programs that the City may have available, and provide a representative sampling of local drug/alcohol rehabilitation programs and employee assistance programs.

7. Provide notice of drug testing on vacancy announcements for upcoming jobs.

8. Post notice of City's drug/alcohol-testing policy.

9. Make copies of drug/alcohol testing policy available for inspection by employees and job applicants.

XII. REHABILITATION

The City supports sound treatment efforts. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug/alcohol use and/or abuse. It is the City's desire that individuals will be allowed to address and resolve any drug- and alcohol-related problems on a confidential basis.

Should an employee realize that he has developed a dependence on drugs, alcohol or any controlled substance, he is advised to seek trained, professional assistance immediately. Employees are encouraged to seek rehabilitation on a voluntary and confidential basis (without disciplinary penalty) prior to any management action, to address and resolve any drug- and alcohol-related problems. However, if the employee works in a mandatory-testing position, it is incumbent upon the employee to inform his immediate supervisor of his entry into a rehabilitation program for drug and/or alcohol problem(s). The City reserves the right to require an employee to use an EAP or drug rehabilitation program selected by the City. In such cases, the City will pay the cost of the program. In all other cases, the cost will be paid by the employee, unless it is covered by insurance.

XIII. SEARCHES

A. SEARCH POLICY

In order to effectively implement the City's Drug-Free Workplace Program, the City retains the right to conduct searches and inspections whenever there is objective evidence, which shall be detailed in writing within 24-hours of the search or inspection, that an employee may be in possession of alcohol on City property or within its facilities, or may otherwise be in violation of City policy except for City facilities or city-sponsored events where alcohol is served with the approval of the City and the employee is off-duty and not in uniform. The City shall not conduct routine or random searches or inspections. Additionally, when requested, the supervisor shall verbally articulate to the officer being tested the basis for the search or inspection immediately prior to the search.

B. GUIDELINES

When searches or inspections are necessary, they will be conducted according to the following guidelines:

1. The search or inspection will occur in the presence of at least one witness of the City's choice and may include the employee's locker, vehicle, desk or any City or personal property carried by or under control of the employee.

2. A list of contents of the area or items searched will be made and witnessed to protect the rights of the employee to that property.

3. If the search uncovers material which is believed to be unauthorized drugs, alcohol or other prohibited items, the City representative may confiscate the material. The employee will be given a receipt for any material taken. Authorized or lawful possessions of the employee will be returned.

4. Entry onto the City premises (including the parking lot) constitutes consent to a search and inspection. In addition, the execution of a "Program Acknowledgment Form" will be required of each employee prior to a search or inspection. Refusal will result in the employee's termination from the City's employment.

5. If a search or inspection reveals the presence of unauthorized alcohol, drug, or illegally or improperly obtained drug, the employee will be subject to immediate drug and alcohol testing, and disciplinary action, up to and including termination of employment.

XIV. CONCLUSION

It is in the best interests of the City to maintain a workplace which is free from the presence of alcohol and drugs and free from the impairments associated with alcohol and drug use and/or abuse. Our concerns with respect to employee safety and health, product quality, and integrity and security of our equipment and workplace require that we take an active approach to maintain a safe, healthful, drug- and alcohol-free work environment for all employees. In furtherance of these corporate goals, the City has established this Drug-Free Workplace Program, which is intended to comply with the Drug-Free Workplace Program requirements under §440.102, F.S. and regulations promulgated by the State of Florida.

The policies and procedures set forth in the City's Drug-Free Workplace Program constitute statements of policy only, and are not to be interpreted as a contract of employment between the City and any of its employees. The City reserves the right to change, modify, or delete any of the Program's provisions and policies at any time. The policies contained in this Drug-Free Workplace Program supersede all prior City policies on substance abuse.

APPENDIX D
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APPENDIX E
PAID TIME OFF CONVERSION CHART
As set forth in Article 14

Current Banks of Time	Where the time goes during implementation	If earned after PTO implementation
Vacation	PTO	PTO
Bonus Time	Bank A	Bonus time will no longer exist
RWS	Bank A	When RWS is earned, placed into PTO bank
Storm Days	Bank A	When earned, placed into PTO bank
Comp Time	Comp Time	This bank will remain separate from PTO
Comp Time Carry Over	Appreciation Time	This bank remains separate until the bank is 0
Banked Holiday	Banked Holiday	This bank remains separate from PTO
Sick Time	No longer exists	No longer exists
Annual Physical	Annual Physical	This bank remains to track annual physical time