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AGREEMENT  
between  
THE CITY OF SARASOTA  
and  
THE CITRUS, CANNERY, FOOD PROCESSING AND  
ALLIED WORKERS, DRIVERS, WAREHOUSEMAN & HELPERS,  
LOCAL UNION #173  
Affiliated with  
International Brotherhood of Teamsters  
Referred to Herein as  
TEAMSTERS LOCAL #173  
  
(10/1/2022 - 9/30/2025)

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ARTICLE #1  
RECOGNITION

Section 1. The City of Sarasota, Florida, (hereinafter referred to as the "City"), recognizes the Citrus, Cannery, Food Processing, and Allied Workers, Drivers, Warehouseman & Helpers, Teamsters Local #173 Affiliated with The International Brotherhood of Teamsters, (hereinafter referred to as the "Teamsters Local #173") as the exclusive collective bargaining representative of the employees in the bargaining unit described herein. (Reference case No. RC-94-012 verification of election results and certification of exclusive collective bargaining unit representative dated and approved by the Public Employees Relation Commission on July 17, 1994).

For the duration of this Agreement, the bargaining unit shall include:

All regular full-time employees employed by the City of Sarasota and as authorized under PERC Order #RC-94-012, as may be amended from time to time.

For the duration of this Agreement, the bargaining unit shall exclude:

All Probationary and Temporary Employees, Confidential Employees, Managerial Employees, Conflict Supervisors Employees, Professional Employees, Human Resources Department Employees, and all Employees in other City of Sarasota Bargaining Units certified by the Commission, and all other employees. In accordance with the attachments to the PERC Order #RC-94-012, as may be amended from time to time.

Section 2. The Teamsters Local #173 recognizes that the City Manager is the collective bargaining representative for the City. The Teamsters Local #173 further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designee.

ARTICLE #2  
DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT:

BASE HOURLY RATE OF PAY: "Base hourly rate of pay" is defined as the base hourly rate of pay, (as established here) exclusive of any and all other wage, compensations or benefit elements, such as longevity, specialist pay, etc.

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 Administrator/Executive Officer of the City, and/or his designee.

DEPARTMENT: "Department" shall refer to a Department within the City of Sarasota as determined by the City Manager.

EMPLOYEE: Unless otherwise indicated, an "Employee" is defined as an employee of the City who is a member of the bargaining unit 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, lay-off, 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.

REGULAR HOURLY RATE OF PAY:

"Regular hourly rate of pay" is defined as the regular hourly rate of pay, inclusive of any and all other wage, compensation or benefit element such as longevity, etc.

WORK:

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

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 Teamsters Local #173. This article pertains to all members of the bargaining unit as assigned within the City of Sarasota and as authorized by PERC Order #RC-94-012.

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 City of Sarasota and related departments, exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
- B. To determine the purpose and functions of the City of Sarasota and related departments and its constituent divisions, bureaus and units.
- C. To perform those duties and exercise those responsibilities which are assigned to the City by Federal and State Law, City Ordinance 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 City of Sarasota and related departments and to select, manage, direct and evaluate all management, supervisory, administrative and other personnel.

- E. To take such reasonable 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 City of Sarasota and related departments and to contract such operations/services to the extent deemed necessary, practical and feasible by the City in its sole discretion.
- G. To establish and determine and/or redetermine employee job content, duties, responsibilities, and work load; and number of employee classifications.
- H. To decide the number, location, design and maintenance of the City of Sarasota and related Departments. 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 City of Sarasota and related Departments. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, layoff, retain and manage all employees of the City of Sarasota.
- 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 as applicable, performance evaluation, and other elements currently being utilized.

- K. To discharge, demote or suspend any employee of the City of Sarasota and related Departments, and to take other disciplinary action against such employees, or to relieve such employees from duty, for just cause.
- L. To establish, change or modify the number, and types of positions/employees assigned to a department, division, bureau, unit or project of the City of Sarasota and related Departments.
- M. To determine the extent of operations of the City of Sarasota and related Departments. 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.
- N. To reasonably make, issue, publish, enforce and modify policies, procedures, rules and regulations. If any involve or impact on the wages, hours or terms and conditions of employment of bargaining unit employees, they will be subject to negotiation between the parties to this Agreement.
- O. All other rights to manage the City of Sarasota and related Departments 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 City of Sarasota and related Departments.

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.

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 of Sarasota and related Department'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, 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 City of Sarasota and related Departments 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 Teamsters Local #173 recognizes that the City of Sarasota and related Departments have 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. The City shall also have the right, from time to time during this Agreement, to suspend selected services/operations subject to its obligation to negotiate with Teamsters Local #173 as to the effects of such action.

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, policies, procedures affecting the wages, hours or terms and conditions of employment 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 terms of this Agreement. Final authority to change, modify or delete any rule, regulation or policy rests with the City of Sarasota.

Section 12. It is expressly understood by and between the parties to this Agreement that the City of Sarasota and related Departments 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 of Sarasota recognizes its obligation to bargain, if the law requires, over such rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of bargaining unit employees. 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.

Section 17. The City of Sarasota shall not discriminate against any employee because of race, color, religion, sex, national origin, age or disability.

ARTICLE #4  
NO STRIKE PROVISION

Section 1. The Teamsters Local #173, its officers, representatives, agents, members, employees, 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. A deliberate and concerted course of conduct which adversely affects the services of the City, or

- B. A concerted failure to report for work after the expiration of this collective bargaining Agreement, or
- C. Disruptive picketing or disruptive hand billing of any City facility, office or premises, as provided in Chapter 447.09, Florida Statutes, or
- D. Illegal picketing or illegal hand billing of any City facility, office or premises, or
- E. Any picketing or hand billing in the area of the residence of any official, employee or agent of the City.

Section 4. Any employee or group of employees committing or participating in any of the acts proscribed in this Article shall be terminated without the right of appeal, except as stated in Section 5 of this Article, which provides for binding arbitration. If any such terminated employee is reemployed by the City, it shall be under the following conditions:

- A. Such person shall be on probation for a period of six (6) months following his reemployment. During this period, the person may be discharged in accordance with the City's Rules and Regulations.
- B. The compensation of such person may in no event exceed that received by him/her immediately prior to the time of the violation.
- C. The compensation of the person may not be increased until after the expiration of one (1) year from such reemployment.

Section 5. The only question which may be presented to an arbitrator, pursuant to Section 4 and the grievance and arbitration procedure in this Agreement, is whether an employee (or group of employees) is participating or has 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 6. 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 #5  
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.
- C. Either party may request participation in a meeting by other persons. If such request is mutually acceptable, the other persons may participate.

Section 2. Meetings of this Committee shall be held not more than once each 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 mutually agreed upon between the City and Teamsters Local #173.

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

ARTICLE #6  
UNION STEWARDS

Section 1. The Union will appoint Stewards. The Union will use its best judgment to cover all shifts and locations in selecting the Stewards. All Stewards will be granted reasonable time during working hours to investigate and settle grievances on the job site within their jurisdiction without loss of pay. The parties agree to a maximum of six (6) Stewards which includes the two (2) Chief Stewards.

Stewards and union members shall not engage in union business during working hours at working locations without the prior authorization of their immediate supervisor.

Such absences from the work area will be for the purpose of attending meetings with the employee who has requested representation or for the purpose of investigating an alleged issue.

Stewards shall have access, if permissible, to the premises to meet and confer with bargaining unit employees, but the Union agrees not to interfere with the normal operation of the City.

Section 2. Chief Stewards designated by Teamsters Local #173, up to two people, shall be granted authorized leave with pay to a maximum total number of 150 hours for each Chief Steward per fiscal year to attend union negotiation sessions, as scheduled, between the City and the Teamsters Local #173, and the Grievance and Arbitration Procedure and the Disciplinary Procedure provisions of Article 13 and Article 14 of this agreement.

Section 3. The City agrees that a maximum total number of authorized hours without pay per fiscal year will be 125 hours. These hours will be available to each Steward participating in union training or business. The Union agrees that requests for time off under this provision are to be made so as not to affect service to the citizens of Sarasota. Such effect may result in denial of the request.

Such time shall not be used to promote or distribute union materials.

Section 4. The City may grant a Leave of Absence without pay to any bargaining unit members appointed to a full or part time position of the Union or elected to a position in the Union, as provided in accordance with the City of Sarasota Rules and Regulations after a review of the City's operational needs. Such leave of absence will be no longer than 6 months.

ARTICLE #7  
BASE RATE OF PAY

Section 1. General Wage Increases:

General Wage Increases (GWI) are applicable to all covered employees as follows:

10/1/2022 All bargaining unit members will receive a 9.0% GWI to their base rate of pay to be effective the first full pay period after 10/1/2022. There are no additional step increase for this year of the contract. See Exhibit 1 for Wage Schedule for FY2022-2023 only.

10/1/2023 Article 7 reopener and one other Contract Article per side to be opened.

10/1/2024 Article 7 reopener and one other Contract Article per side to be opened.

Section 2. Longevity Pay:

Longevity increases will continue for eligible employees.

Longevity Pay:

Minimum # of Yrs Continuous Service <i>(From date of hire as a Full-Time Probationary</i>		Percentage of Base Hourly Rate of Pay
5	an additional 2% to	2%
10	an additional 2% to	4%
15	an additional 2% to	6%
20	an additional 2% to	8%
25	an additional 2% to	10%
30	an additional 2% to	12%

Section 4. Shift Differential:

Shift differential will be paid for shifts worked in all departments of the City, where the employee works that shift. Shift differential will only be paid on hours worked based upon the time clock punch for the shift worked.

\$ .50 per hour will be paid for the second shift; for shifts scheduled to start after 3 pm but prior to 10 pm.

\$ .85 per hour will be paid for the third shift; for shifts scheduled to start after 10 pm but prior to midnight.

Call outs will not be eligible for the shift differential. Shift differential is only paid on shifts worked and not holidays, PTO time, or other attendance time away from work (any non-sweat hours).

Section 5. Language Specialty Pay:

Employees may qualify for language specialty pay as follows:

Language: Multilingual

Positions will be considered if the City deems these to be beneficial for City business.

Procedure:

- Employees will make a written request to their department head to be considered for bilingual status. Department Head will supply names of those to be tested to the Human Resources Department.
- Testing and certification for bilingual status will be scheduled once per year and completed on City time.
- Once certified in a second language, employees will receive \$.50 per hour.

- Employees certified in an additional language will need to be available for translation and interpretation throughout the City and depending upon customer requests.

Section 6. Acting Supervisor:

1. Employees assigned to work in an acting supervisor role for more than 3 working days will receive a 5% temporary pay increase on the base rate of pay for said employee, for the length of the assignment.
2. Employees assigned to work in an acting role for more than 6 months will be placed into the pay scale for that supervisory role. If permanently promoted, there will not be an additional promotional pay increase.

Section 7. Sexual Offense Liaison Differential:

The City of Sarasota and Teamsters Local #173 agree a \$.50 per hour differential payable to those members of the Sarasota Police Department who perform the duties of Sexual Offense Liaison upon indication and paperwork from the Police Department.

Section 8. On-Call:

The City and Union agree that On-Call pay will apply to all employees of the City where the employee has been placed on a duty roster and is to be available outside normally scheduled work hours and further agree to the following:

1. Employee On-Call is paid at \$160/week.
2. Employee will have a 2-hour minimum at time and a half for each call out or actual hours worked for the call out at time and a half.
3. On-Call work rules delineated in Exhibit 3 must be followed.

4. The employee must be on an identifiable schedule such as a duty roster or on-call schedule to be paid on-call.

Section 9. Represented Titles:

A list of job titles by grade that are represented by the union can be found in Exhibit 4.

Section 10. CDL Fees:

Eligible employees with CDL licenses will be eligible for reimbursement of their renewal fees.

ARTICLE #8

This Article left blank intentionally

ARTICLE #9  
HOURS OF WORK AND OVERTIME

Section 1. Assignment of Work Schedule. The City of Sarasota 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 Article 2 of this Agreement. The duty schedule shall be as defined in Section 4 of this Article.

Section 2. Overtime Assignment. In an attempt to ensure a reasonable balance, distribution of overtime will be reviewed upon request to monitor even overtime distribution equity. Imbalances will be defined as those employees that have greater than a 15% difference of scheduled overtime hours than the person with the highest number of hours within that employee's division. This will be calculated by looking back at the last 3 months of overtime worked within that division.

Section 3. Overtime Rate of Pay for Eligible Members of the Teamsters Local #173. (Excluding exempt employees of the bargaining unit.) All time worked in excess of forty (40) hours in a given work period, by eligible members of the Teamsters Local #173, for the seven (7) consecutive day work period shall be paid 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 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 of Sarasota.

Section 4. Excepted Hours in Overtime Compensations. Holiday hours will be considered as time worked for the purposes of computing overtime pay. Other time off, such as leave time, bereavement leave, PTO and other authorized absences with pay, will not be considered as time worked for purposes of computing overtime pay.

Section 5. Definitions. For the purpose of this Agreement, the following terms are hereby defined:

A. "Work Period" for eligible members of the bargaining unit means scheduled seven (7) consecutive days commencing with shifts or work periods starting on Wednesday and ending on Tuesday, with a maximum of 40 hours of non-overtime work.

Note: The phrase "with shifts or work periods starting after", in the definition of "Work Period" is necessary because some shifts start at 11:00 p.m. Such shifts are paid as if the entire shift was worked before Tuesday midnight. Shifts are paid in the work week in which the shift began.

B. "Duty Period" means the number of hours in a work day as scheduled by the City.

C. "Duty Schedule" for members of the bargaining unit as established by the City of Sarasota and related Departments based on operational requirements.

Section 6. Call Back Time/Pay. The City of Sarasota 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 employee(s) shall receive a minimum of two (2) hours work time with pay at the rate of time and one-half for such required duty, except that any member of the bargaining unit called back within one and a half hours of the starting time of his assigned shift will be not eligible for the call back time outlined herein. Should that occur, the employee(s) would have the time worked (up to one and one-half hours) prior to the start of the scheduled shift and that time would be added to their regular day of work for that specific day or days. In addition, if an employee is retained on his regular shift for any extended duty then that individual will receive straight time until he is eligible for normal overtime requirements.

Section 7. Compensatory Time Off. The City, in its sole discretion, may either compensate employees who work in excess of forty (40) hours in a given work week at the prescribed overtime rate, or may grant equivalent compensatory time off within the same work week.

Section 8. Court Time/Pay. Eligible members of the bargaining unit required to appear in court on behalf of the City or serving on Jury Duty shall be eligible for compensation at their regular rate of pay except that any compensation paid by the court to eligible members shall be turned in to the Finance Department within three calendar days after receiving the pay by the eligible member(s) of the bargaining unit. Employees who are in court for only part of their normal work day shall report for work when excused or released by the court.

Court leave shall be charged as authorized leave of absence with pay and notification shall be made through the appropriate time keeping system through the employees' the Department Head.

Section 9. Policy on Tardiness. Increments of 0.1 (one tenth) of an hour will be used to measure tardiness and docking of pay for payroll purposes as listed below. This mirrors the time clock rounding schedule that is currently in place. As employees are expected to arrive on time to shifts, disciplinary action for tardiness can occur if a pattern of tardiness is observed.

1 thru 3 minutes	=	.00
4 thru 9 minutes	=	.10
10 thru 15 minutes	=	.20
16 thru 21 minutes	=	.30
22 thru 27 minutes	=	.40
28 thru 33 minutes	=	.50
34 thru 39 minutes	=	.60
40 thru 45 minutes	=	.70
46 thru 51 minutes	=	.80
52 thru 57 minutes	=	.90
58 thru 60 minutes	=	1 Hour

Section 10. Travel time will be paid according to FLSA.

ARTICLE #10  
UNIFORM AND SAFETY REGULATIONS

Section 1. The City at its sole discretion shall establish policies and procedures with respect to uniforms and safety regulations consistent with applicable law and departmental requirements. Suggestions and comments with respect to modifications shall be provided in writing to the Department Director.

Section 2. In the event an employee is transferred or for any reason leaves the employment of the City, the employee shall return all protective devices, wearing apparel, and equipment to the issuing department upon demand or prior to the employee receiving the last paycheck. The replacement cost as determined by the City of any of the above-mentioned items that are lost, abused or misused by the employee, shall be borne by the employee through payroll deductions, if necessary.

If the City of Sarasota requires uniforms or special safety equipment, they must be provided by the City.

Section 3. The City Safety Committee shall include at least one Teamster represented employee and the Committee may meet on an average of at least every two months during the fiscal year. Either party may request a special Safety meeting, if necessary.

ARTICLE #11  
BULLETIN BOARDS

Section 1. The Union shall be provided with partial use of existing suitable bulletin boards accessible to each department and shall be provided bulletin board space which is at least equal to 17 by 22 inches in dimension.

Section 2. The Union agrees that it shall use space as provided by the City on bulletin boards only for informational purposes to the bargaining unit. Signed copies by Union President of all materials, notices or announcements shall be submitted to the Director of Human Resources or his/her designee for approval prior to posting on any Bulletin Board.

Section 3. The Union or any member of the bargaining unit shall not post any notice or other documents containing negative or disparaging remarks against the City or its officials. Violations of this article shall entitle the City to immediately remove such materials from the bulletin boards.

ARTICLE #12  
TEAMSTERS RIGHTS AND OBLIGATIONS

Section 1. Dues Deductions and Service Charges.

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/her salary Teamster dues in a specific bi-weekly amount. Each authorization shall be effective until the earliest of the following dates:
  - (a) The expiration of the collective bargaining Agreement; or
  - (b) The determination by the Florida Public Employees Relations Commission (PERC) that the Teamsters Local #173 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 Teamsters.
2. The City will transmit the dues and uniform assessments deducted in any pay period less the appropriate charge authorized herein, to the Treasurer of the Union 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 Teamsters Local #173, 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 or disposition of said funds, after they have been transmitted to the Teamsters.

4. The City will not collect fines, penalties or special assessments levied or attempted to be levied upon its employees by the Teamsters, its officers, agents or members.
5. The Teamsters Local #173 agrees to indemnify and hold the City harmless from any and all claims or suits against the City or any of its employees because of the City's collection of dues or other assessments pursuant to this article.

B. Service Charges:

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

Three Hundred Dollars (\$300.00) per fiscal year.

The above service charge shall be effective and deducted within the first Month after final ratification or until the entire agreed amount is deducted 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 Teamsters to collect its dues for that pay period directly from the affected employee. Application and Notice for membership forms can be acquired from union stewards or Teamster Local #173 Hall.

ARTICLE #13  
CONTRACT GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: Definitions, Exclusions and General Requirements

A. Definitions:

1. The "Aggrieved" is an employee or a group of employees. The Teamsters Local #173 may act as the Aggrieved on its own behalf only in Grievances arising out of those Article(s) expressly setting forth the Teamsters Local #173 rights and/or obligations.
2. A "Grievance" is a written allegation by the Aggrieved 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. A "Grievant" is an employee or union representative who has filed a written Grievance.
3. A "Business Day" is considered Monday through Friday, excluding Holidays, from 8 a.m. to 5 p.m.
4. References to "Department Director," "Human Resources Director" or "Charter Official" include their designees when the Director or Charter Official has assigned a designee to act on his or her behalf. Notwithstanding this, a designee of a Charter Official cannot be the Department Director of the Grievant.

B. Exclusions:

The following acts are excluded from consideration under the Grievance and Arbitration Procedure:

sexual harassment (see City's Personnel Rules and Regulations); discrimination (City's Personnel Rules and Regulations); demotion, suspension, dismissal, layoff (see City's Personnel

Rules and Regulations) except when such demotion, suspension, dismissal or layoff alleges misinterpretation or misapplication of a specific written term(s) of this agreement; establishment and approval of levels of compensation; and Employee Performance Evaluations (see City's Personnel Rules and Regulations).

C. Requirements for Initiating a Grievance:

Any Grievance presented by an Aggrieved pursuant to Article 13 must contain the following information on the Grievance and Arbitration Form included herein:

1. A statement of the problem or situation that led to the filing of the Grievance, including date of occurrence, details, and facts upon which the Grievance is based.
2. The Article and Section of the Agreement alleged to have been breached.
3. How the Aggrieved believes the Article and Section was breached so as to adversely affect him.
4. The action, remedy or solution requested by the Aggrieved.
5. Signature of employee(s) or union representative.
6. Date Grievance submitted to Department Director.
7. No Grievance under this procedure may be processed without the signature of an employee directly affected by the breach of the collective bargaining agreement, or the signature of the Teamster Local #173 representative if the union is acting as the aggrieved party.

D. General Requirements:

1. All contract disputes involving the interpretation and application of this agreement must be decided through the Grievance and Arbitration procedure set forth herein unless otherwise prescribed by law. The commencing of legal proceedings against the City in a court of law or equity, or before the Public Employee Relations Commission, or any other administrative agency, by an employee or employees for an alleged violation or violations of the express terms of this Agreement shall be deemed a waiver by said employee or employees of their 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.
2. The exercise of Management Rights by the City shall not be considered arbitrable under this Grievance and Arbitration procedure. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.
3. Grievances submitted under this procedure which do not contain the information described in Section 1C (1-7) above shall be considered insufficient and shall be declared null and void. Refer to Section 2B (Step 1) for timelines for resubmitting the grievance.
4. The time limits contained herein are absolute. The failure of the Aggrieved to timely file a Grievance or to timely appeal the Grievance to subsequent Steps constitutes a waiver of the right to bring the Grievance. Questions or disputes regarding compliance with the time limits set forth in this Article are not arbitrable. Arbitration is available only to those who have timely proceeded through each of the Steps set forth in Section 2(B) herein.

Notwithstanding the above, in any Step in the Grievance and Arbitration Procedure, the time limits may be extended upon mutual agreement of both parties. Should there be no response by the City during the prescribed time limits, that Step in the Grievance shall be deemed denied and the employee may move on to the next step in the process.

5. Employees shall follow all written and verbal directives of supervisors, unless said directives pose a safety hazard, even if such directives are allegedly in conflict with the provisions of this Agreement. 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.
  
6. The Aggrieved may present his Grievance at the Informal and Formal Resolution steps on City time. Except as herein provided, the investigation and preparation of grievances by the employee may not be conducted during working hours without authorization or prior approval from Department Director or designee and cannot interfere with the employee's work duties and hours.

## Section 2: Informal and Formal Resolution Procedure:

### A. Informal Resolution:

1. If an employee (or group of employees) perceives that a contractual issue has arisen, the employee(s) shall request a meeting with his supervisor in an attempt to resolve the matter informally. The employee(s) shall also notify the union and the Human Resources Director of the potential contractual issue. The purpose of such notification is to alert those parties who can intervene before the issue rises to the level of a Grievance.

2. A member or members of the bargaining unit, acting on their own behalf or through counsel, may use the Informal Resolution Procedure without the intervention of The Teamsters Local #173 provided that:
  - (a) The resolution of the matter is not inconsistent with the terms of this Agreement; and
  - (b) The Teamsters Local #173 has been given reasonable opportunity to attend the meeting, present information, and be heard on the matter.
3. An Aggrieved is required to use the Informal Resolution process before filing a formal Grievance.

B. Formal Resolution:

Step 1: Submission of Grievance:

If the contractual issue is not resolved informally, the Aggrieved shall submit a completed Grievance and Arbitration Form to the Department Director. This form must be submitted no later than ten (10) Business Days after the problem or situation first occurred, or when the aggrieved should have had knowledge thereof, as determined by the Human Resources Director. Said request shall identify the article and/or section of the contract that has allegedly been breached and how the Aggrieved was adversely affected. The Grievance must be clearly stated and provide the detail specified in Section 1.C of Article 13. If a Grievance is rejected because it is incomplete, the Aggrieved may receive an additional five (5) Business Days to resubmit the Grievance.

Step 2: Department Director Response:

Within ten (10) Business Days of receipt of the Grievance form, the Department Director shall schedule a meeting with the Aggrieved and his union representative and/or counsel. Within ten (10) Business Days after the meeting, the Department Director shall give the Aggrieved a written response. The Department Director's response shall clearly state his decision or proposed resolution with reasons for the determination. The Department Director shall send copies to the Human Resources Director and to the Teamster Local #173.

Step 3: Appeal to the City Manager/City Auditor and Clerk:

If the Grievant is not satisfied with Department Director's decision, he may request an appeal of the decision to the City Manager or City Auditor and Clerk for their respective employees. Said request shall be made to the Director of Human Resources no later than ten (10) Business Days after the receipt of the written response from the Department Director or, in the absence of a written response, from the date a response was due. After receiving the request for an appeal, the City Manager or City Auditor and Clerk shall schedule an informal hearing with the Aggrieved and his counsel and/or union representative, which may also include the Department Director and the Director of Human Resources. The parties shall make a good faith effort to schedule the hearing within 60calendar days of the request, with the exception of termination/layoff, this issue will remain within 30 calendar days. The City Manager or City Auditor and Clerk shall submit a written response within thirty (30) Business days of the hearing.

Step 4: Arbitration Procedure:

1. If the Grievant is not satisfied with the disposition of the Grievance in Step Three, or in the absence of a written response, he may submit the dispute to the American Arbitration Association (AAA) pursuant to the Voluntary Labor Arbitration rules for a binding decision. Any request for binding arbitration must be made by the Grievant within thirty (30) Business Days of the decision in Step Three or from the final date a response was due in the absence of a written response. A copy of the request for Arbitration must be sent to the City Manager or City Auditor and Clerk with a copy to the Director of Human Resources and the City Attorney's Office.
2. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have the power to arbitrate any matter excluded from arbitration.
3. Any relief granted requiring the expenditure of City funds which is not in accordance with Florida Statutes shall be void. Any relief granted shall not be deemed to

establish past practices, custom, precedent, or usage as to any other circumstances or occurrences.. The arbitrator is not empowered to render any reward which imposes fines or penalties upon the City.

4. In the event that the arbitration of the Grievance under this procedure arises out of the discharge of an employee, the arbitrator is empowered to either sustain the discharge or to reinstate the employee, with or without back pay, in whole or in part, as the circumstances warrant. Any award of back pay shall be reduced by any unemployment compensation the grievant(s) may have received and shall also be reduced by interim earnings of a discharged employee from any other source earned from a replacement job or jobs.
5. Should either party request a transcript of the arbitration proceedings, then that party will bear the full costs for that transcript.
6. Each party shall bear the full cost for its representation in the arbitration and 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 AAA will be divided equally between the parties. Employees within the bargaining unit are not paid by the City for testifying on behalf of a bargaining unit member, or for serving as a witness for the Teamsters Local #173 or the Aggrieved.

## **GRIEVANCE AND ARBITRATION FORM**

*This form accompanies Article 13 of the Collective Bargaining Agreement between the Teamsters Local #173 and the City of Sarasota. Please use this form to file a formal Grievance against the City. By completing, signing and submitting this form, you are indicating that you believe that a specific Article and Section of the current Collective Bargaining Agreement has been breached, and that you have been adversely affected as a result.*

*In order to be considered, this completed and signed form must be submitted to the Aggrieved's Department Director within 10 Business Days of the occurrence of the problem or situation that is the subject of this Grievance, or within 10 Business Days of when the Aggrieved should have known of the problem or situation as determined by the Human Resources Director.*

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1. Your name, title, classification and department in which you work:
  
  
  
  
  
  
  
  
  
  
2. Describe in detail the problem or situation that leads you to file this Grievance, including all relevant facts:
  
  
  
  
  
  
  
  
  
  
3. If not already answered above, state when and where the problem or situation occurred:
  
  
  
  
  
  
  
  
  
  
4. State the Article and Section of the Agreement that you believe has been breached, and how it has adversely affected you:

5. List other persons who were directly involved or have knowledge of the problem or situation:
  
  
  
  
  
  
  
  
  
  
6. How do you think this issue can be resolved or corrected, or what action do you believe should be taken?

**Name of Grievant/Employee:**  
(Print or type)

\_\_\_\_\_

Signature: \_\_\_\_\_

**Date Submitted to Department Director:** \_\_\_\_\_

**RESPONSE OF DEPARTMENT DIRECTOR  
AND/OR CHARTER OFFICIAL**

**Instructions for Department Director and Charter Official:**

*The Collective Bargaining Agreement between the City and Teamsters Local #173 requires that the City follow the steps in Article 13, Section 2(B) of that Agreement whenever a formal Grievance has been filed. Please review these Steps.*

*Your Response to the Grievant must be in writing and must be attached to this Grievance and Arbitration Form in order to provide a complete record of the action taken in Article 13, Section 2(B).*

1. Please state whether you agree or disagree with the Grievant:
  
  
  
  
  
  
  
  
  
  
2. Please state your reasons for your determination:
  
  
  
  
  
  
  
  
  
  
3. If you agree with the Grievant, please state your proposed resolution of the problem or situation:
  
  
  
  
  
  
  
  
  
  
4. Please sign and date as indicated below:

**Response of Department Director:**

Date Grievance submitted to Department Director: \_\_\_\_\_

Date Department Director's decision provided to Grievant: \_\_\_\_\_

This form was executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

Printed name of Department Director: \_\_\_\_\_

Signature of Department Director: \_\_\_\_\_

**Response of Charter Official:**  
**(City Manager or City Auditor and Clerk for their respective employees)**

Date Grievance submitted to Charter Official: \_\_\_\_\_

Date Charter Official's decision provided to Grievant: \_\_\_\_\_

This form was executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by:

Printed name of Charter Official: \_\_\_\_\_

Signature of Charter Official: \_\_\_\_\_

ARTICLE #14  
DISCIPLINARY PROCEDURE

Section 1: Definitions and Exclusions

A. Definitions:

1. "Problem Solving" is a procedure that is available to provide employees and management with an effective procedure whereby job-related problems may be freely discussed between the employee and management in a fair, equitable and timely manner. The Problem-Solving Procedure focuses on improving employee relations between the employee and management.
  
2. A "business day" is considered Monday through Friday, excluding Holidays, from 8am to 5pm.

B. Exclusions:

The following acts are excluded from consideration under the Disciplinary Procedure: sexual harassment (see Rule in City's Personnel Rules and Regulations); discrimination (see Rule in City's Personnel Rules and Regulations); the establishment and approval of levels of compensation; and Employee Performance Evaluations (see Rule in City's Personnel Rules and Regulations).

Section 2: Discipline

A. Notification:

Department management will notify the Human Resources department and union steward when an employee's work habits and/or quantity/quality of work have been determined to be below standards. The purpose of such notification is to alert those parties who can intervene with the employee before the issue rises to the level of potential disciplinary action.

B. Minor Discipline:

If previous counseling was offered and fails to correct the deficiency or the employee commits an offense requiring investigation and adjudication, the City will notify the union of such event. Department management may issue disciplinary action such as instruction and cautioning or a written reprimand. In this circumstance, no pre-determination letter will be issued.

C. Pre-Determination Hearing: (Only for issues involving potential suspension, demotion, or dismissal)

If management is considering a suspension, demotion or dismissal, department management shall issue a pre-determination letter outlining alleged disciplinary violations and indicating when the pre-determination hearing will be held. Copies of the letter shall be sent to the Teamster Local #173 and the Human Resources Department.

The pre-determination hearing shall include the Department Director or General Manager level designee and the employee as well as the Union representative. The hearing may also include a Human Resources representative, and the employee's counsel if applicable. The employee shall have the opportunity to respond to the alleged violation(s) and present information in support of his position. Questions may be asked by either party.

D. Determination Decision:

Within ten (10) business days after the pre-determination hearing, a determination will be made and communicated in writing to the employee. The determination letter will state the rule(s) violated if discipline is to be applied and the extent of the discipline. A copy of the determination letter and supporting documentation shall be sent electronically to Teamster Local #173 and sent to Human Resources.

E. Discipline Applied:

The discipline as outlined in the determination letter will be applied. The determination letter and supporting documentation shall be filed in employee's personnel file.

Section 3: Appeal Hearing:

- A. The employee shall have ten (10) business days after the receipt of the determination letter to request an appeal of the action. The employee may only appeal terminations, demotions and suspensions.
- B. A Request for Appeal to the City Manager, or to the City Auditor and Clerk for their respective employees, must be made by the employee in writing to the Director of Human Resources with a copy of the request to the Department Director and to Teamster Local #173.
- C. The Appeal will be heard by the City Manager or designee or City Auditor and Clerk or designee for their respective employees.
- D. After receiving the Request for Appeal, the City Human Resources Dept., in consultation with the parties, will schedule a hearing to take place as soon as is practicable, but in no event later than 60 calendar days from the date the appeal notice was received in HR, unless the parties mutually agree to a date outside that timeframe. The hearing will consist of the employee, the Department Director, the Director of Human Resources and/or the City Attorney representative, the union representative(s), the City Manager or designee or City Auditor and Clerk or designee for their respective employees, and counsel for either party if requested.
- E. The process for the appeal hearing shall be as follows: The employee, union representative or counsel shall state why the employee believes the discipline was wrongly applied. The employee may challenge the facts relied upon by the Department Director in making the decision or may argue that the discipline was disproportionate to the charges. The Department Director shall then present the department's position, after which the employee may respond. During the hearing the City Manager or designee or City Auditor and Clerk or designee for their respective employees may ask questions of either party.

- F. The employee may issue a written appeal of five (5) typed pages or less instead of or in addition to presenting a case in person. The employee may also, in either event, submit affidavits from persons with first-hand knowledge of the events at issue on the prescribed form (see Exhibit 5). All documents must be submitted to the City Manager's or City Auditor and Clerk's office no later than ten (10) business days prior to the Appeal Hearing.
- G. The City Manager or designee or City Auditor and Clerk or designee shall submit a written response within fifteen (15) business days after the appeal hearing to the employee with copies sent to the Teamster Local 173 and the Human Resources Department. The response of the City Manager or City Auditor and Clerk or designee, shall be the City's final decision in the appeal process except in the case of termination, as set forth in Section 3H below.
- H. If the employee is appealing a termination, the employee may request an appeal of the decision of the City Manager or City Auditor and Clerk or designee to a Special Magistrate selected jointly by the City and Teamsters Local 173, whose response shall become the final decision in the termination appeal. The appeal hearing shall take place within 90 calendar days of the decision of the City Manager or City Auditor and Clerk or, if mutually agreed by both parties, an extension of the date due to scheduling conflicts. If the parties cannot mutually agree to an extension of the date, the parties can request an extension of this timeframe to be granted by the Special Magistrate upon a showing of good cause. A request for an extension that is more than 180 days from the date of the charter official's decision shall not be granted unless the parties mutually agree to a date outside that timeframe.

ARTICLE #15  
PTO PROVISIONS & PROCEDURES

Section 1. PTO (Paid Time Off):

Qualified employees of the City of Sarasota, upon application to and with the approval of the Director or Department Head or his/her designee shall be accorded Leave in compliance with and subject to the following provisions and conditions.

Employees shall request PTO in writing at least seven days prior to the requested time off, and the Director or Department Head or his/her designee shall approve or deny the request. If unexpected needed time off occurs, the employee shall contact their immediate supervisor or designated management as directed by their department, these instructions must be explicit for the employees, at least 30 minutes prior to the start of their scheduled shift.

Employees will be paid in a lump sum for all PTO and/or Bonus time owed upon separation of employment.

**Accrual rate:**

<b>Years of Service</b>	<b>Accrual Rates of PTO</b>
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 - 24 years	280 hrs.
25+ years	300 hrs.

- A. PTO maximum accrual  
Maximum accrual is a total of two years of earned accrual. Once that limit is hit the plan stops accruing until the time is used and then it begins to accrue again.
- B. Accrual rates are the same for all employees regardless of length of assigned shift.
- C. Employees would be allowed to sell up to 80 hours of attendance time back to the City annually, to be paid in November/December timeframe.

Section 2. Run/Walk/Swim/Bike Voluntary Wellness Incentive Program:

- A. Run/Walk/Swim/Bike (Bike is subject to availability of facilities with proper equipment) Program is a wellness program promoted by the City to engage active and healthy behaviors. This event results in individual rating based upon meeting certain aerobic categories based upon age and gender and for running, walking, swimming or biking a set distance. This is a voluntary program that requires a physician's approval to participate.
- B. The categories for earning an incentive are excellent, good and fair/participatory. The earned incentive for each category are listed below.

Rating Categories:	Possible PTO Hours Earned	
Excellent Category	24 hours	
Good Category	16 hours	
Fair Category	8 hours	
Participatory Category	4 hours	

ARTICLE #16  
MATERNITY LEAVE AND/BEREAVEMENT  
LEAVE

Maternity Leave and Bereavement Leave shall be administered in accordance with the City of Sarasota Rules and Regulations.

An employee shall, upon request, be granted three (3) days administrative leave with pay on the death of any member of the immediate family, as defined by this Subsection. For a related death and or funeral out of the State, the employee shall be granted up to five (5) days authorized bereavement leave with pay.

Immediate family is defined to include the spouse, and the parents, grandparents, brothers, sisters, children and grandchildren of both the employee and the spouse. This also includes individuals identified as Step-families.

ARTICLE #17  
HOLIDAYS

Section 1. Authorized:

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

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

## Section 2. Holiday Clarifications:

### A. General:

The City Manager may designate any other workday a holiday for qualified employees. Holidays shall be paid as eight hours regardless of the length of the shift worked or assigned. Employees assigned to a 10-hour shift who are unable to adjust the work week to five 8-hour days may use PTO to make up the difference for a regularly scheduled shift, i.e. a 10-hour shift.

The City will make a good faith effort to adjust the Holiday week to a five 8-hour days schedule for those employees assigned to a 10-hour shift. In the unusual circumstance when this is not possible, the department head will present the business need of the division/department as to why this cannot be changed two weeks prior to the Holiday week.

### 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 work week 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 regular 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.

## Section 3. Compensation:

Hourly paid employees who qualify under the above shall be paid their regular straight-time rate of pay for eight hours for the day on which the holiday fell, or was observed. Holiday hours paid but not worked shall count towards the computation of overtime.

Holidays as designated by this contract shall not be charged to PTO leave with the only exception being shifts longer than 8 hours may utilize additional PTO time to make up the difference in a regularly scheduled shift, i.e. a 10-hour shift. 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 PTO on the authorized holiday.

Section 4. Other Than Normal Work Week:

- A. The following shall include members of the Bargaining Unit who's regularly scheduled work week includes Saturday or Sunday as a day of work and who is required to work on a holiday falling on Saturday or Sunday, and whose days off are scheduled during the normal work week.
  
- B. Bargaining Unit members, whose services are required on an official holiday for the conduct of an activity essential to the City of Sarasota and related Departments, may request, subject to approval of the Department Head to:
  - 1. Be accorded 8 hours for the holiday placed in the PTO Bank in accordance with the City's Rules and Regulations; or
  - 2. 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 workday on which the holiday fell;

Section 5. Exclusions from Holiday Pay:

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

- A. Any employee who is absent, without the specific approval of his Department for such absence, on either his scheduled working day immediately preceding or immediately following the day on which a holiday is observed;
  
- B. Temporary employees;

C. Part-time employees without regularly scheduled hours or days of work;

D. Employees on Worker's Compensation.

Section 6. Responsibilities of Department Head:

Nothing set forth herein shall be construed as relieving the Heads of the various departments, offices and activities of their responsibilities for the performance of required functions. The Department Head shall determine the employees who may or may not observe holidays.

ARTICLE #18  
MILITARY LEAVE

Military leave shall be as provided by Federal and State Law, and City of Sarasota Rules and Regulations.

ARTICLE #19  
COMPREHENSIVE HEALTH CARE PROGRAM

Section 1.

- A. Effective upon ratification The City and Teamsters Local #173 agree to two medical and dental plans.
- B. Employer required medical testing will be completed on City paid time.
- C. The City will provide incentives for completion of annual biometric testing which will be placed into the members Health Reimbursement or Health Savings Account. Plan 1 has the ability to earn from \$200 up to \$500 depending upon plan and tier. Plan 2 enrollments will receive \$1,000 into their Health Savings Accounts.

2023 Rates

Plan 1	Biweekly	
Single	\$27.71	
Plus One	\$206.85	
Family	\$247.95	

2023 Rates

Plan 2-High Deductible Health Plan	Biweekly	
Single	\$0.00	
Plus One	\$101.50	
Family	\$185.00	

2023Dental  
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

Section 2.

A. City paid for basic Life insurance will be provided for a total of \$25,000 for all eligible regular full-time Teamster employees. 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 Teamster employees. 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.

ARTICLE #20  
SENIORITY

Section 1. Seniority is defined as a regular employee's length of service which entitles him to certain considerations and preferences in accordance with the City's Rules and Regulations.

Section 2. Each regular employee will have seniority standing in the City equal to the employee's full-time service with the City, in accordance with the City's Rules and Regulations. (Excluding temporary employment)

Section 3. Termination of Seniority:

An employee's seniority and employment shall terminate in accordance with the City Rules and Regulations and when an employee:

- Voluntarily resigns
- Retires
- Is dismissed or laid-off
- Is absent for three (3) consecutive working days without authorized leave
- Has not worked for the City 12 months after layoff
- Fails to respond within seven (7) calendar days after the date of service of a certified letter recalling the employee to work

Section 4. Any alleged discrepancy of an employee's seniority date must be presented in writing by the employee or their representative. Seniority shall apply only to regular employees and shall be determined by the total length of service with the City of Sarasota. Any dispute with reference to seniority which cannot be resolved informally, may be presented to the Employee Management Committee.

ARTICLE #21  
LAYOFF/RECALL

Section 1. Layoff shall be allowed as provided by the City of Sarasota Rules and Regulations. In the event that the City is in a position to lay off employees, the process for bargaining unit employees shall be in the following order:

- A. No permanent regular employee shall be laid off while another person in a position is employed on a probationary or temporary basis in the same class in that department. Temporary employees shall be laid off before probationary employees.
- B. The layoff of permanent regular employees shall be made on the basis of Employees' Performance (i.e. Satisfactory, Above Average, etc. or the descriptive language used in the future if the performance management system is modified that connotes performance level), and the need for the service rendered, and in inverse order of length of service, in the class and in the department.

Section 2. In the event of a layoff, eligible employees will have 12 months recall rights to their former position.

Section 3. In the event of a department layoff in which a duly authorized steward, in accordance with his/her department seniority, may be facing layoff, the Union (Teamsters Local Union President of Local 173) may invoke "super-seniority" (steward impacted by layoff will remain in the department and the next person senior to him/her will go to layoff) providing the steward or stewards are capable of performing the work. This action of layoff avoidance would only be invoked so as to ensure adequate and continued membership representation within the bargaining unit/department.

ARTICLE #22  
PRIVATIZATION

Impact on Subcontracting, Sale, Franchising, or Other Disposal

Section 1. Should the City contemplate the subcontracting out, selling, franchising or otherwise disposing of all or any part of its operations, a meeting with union representatives will be held in order to bargain the impact on represented employees.

Section 2. If the outcome of the discussions is that the subcontracting out, selling, franchising or otherwise disposing is the best solution in the judgment of the City, the City will attempt to announce its decision to the union and the employees to be displaced by such action as early as possible, with a goal of sixty (60) days prior to any required layoff. Employees so notified who wish to be placed in the equivalent or lesser jobs within the City shall notify Human Resources of their desire within ten (10) days of receipt of such notice.

Section 3. For employees who meet the notice requirements, the City shall attempt to place such employees prior to the final date of layoff into vacant positions for which they meet minimum qualifications.

ARTICLE #23  
SUBSTANCE ABUSE POLICY

The City of Sarasota's Drug-Free Workplace Program, as applicable to members of the Bargaining Unit employees, sets forth the City's position on substance abuse. Both parties agree that this plan, as it applies to bargaining unit employees, is a part and parcel of this contract. Copies of the plan have been provided to The Teamsters Local #173.

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 Teamsters Local #173 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 Teamsters Local #173, after the exercise of such right and opportunity, are set forth in this Agreement.

Section 2. The City and the Teamsters Local #173, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless otherwise provided for herein.

Section 3. The City and Teamsters Local #173 agree to impact bargain any changes to the City's Rules and Regulations in accordance with Article #3, Section 16.

ARTICLE #26  
DURATION OF AGREEMENT

Section 1. Effective dates – Except as otherwise provided herein, this agreement shall become effective after Union ratification and subsequent approval by the City Commission and shall continue in effect from October 1, 2022 until September 30, 2023.

Section 2. Assignment of Agreement. This Agreement may not be assigned by either party.

Section 3. Union Affiliation Restriction. In the event that the Teamsters Local #173 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 4 Violation of No-Strike Provision. In the event that the Teamsters Local #173 or any of its members violates any provision of The No Strike Provisions as outlined herein in this Agreement, the City of Sarasota reserves the sole and exclusive option to terminate the entire Agreement.

Section 5. Exception to Retroactivity. Any provisions for retroactive compensation shall not apply to any employee of the bargaining unit not employed by the City of Sarasota or related Departments as an eligible member of the Teamsters Local #173 at the time of final ratification of this Agreement or future related associated Agreements.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed on this \_\_\_\_ day of \_\_\_\_\_ 12 October 2022 \_\_\_\_\_, 2022.

**FOR THE CITY OF SARASOTA**  
In Accordance with Section 447.309(1)  
Florida Statutes

THE CITRUS, CANNERY, FOOD  
PROCESSING AND ALLIED  
WORKERS, DRIVERS,  
WAREHOUSEMAN & HELPERS  
TEAMSTERS, LOCAL UNION #173

By: \_\_\_\_\_  
DocuSigned by:  
*Marlon Brown*  
AZ3621B6C20242Z...

By: \_\_\_\_\_  
DocuSigned by:  
*Richard Zebracki*  
FFAD882FAEC84DA...

Marlon Brown  
City Manager

Richard Zebracki  
President, Local #173

\_\_\_\_\_  
DocuSigned by:  
*Erik Arroyo*  
EAD6FE3765EF4AC...

\_\_\_\_\_  
DocuSigned by:  
*John Hayes*  
8DFF2F5317F34DZ...

Erik Arroyo  
Mayor

John Hayes  
Chief Steward, Local #173

(In Accordance with the Provisions  
of the Charter of the City of Sarasota,  
Florida)

ATTEST:  
\_\_\_\_\_  
DocuSigned by:  
*Shayla Griggs*  
CDE4CA15935542F...

Shayla Griggs  
City Auditor and Clerk

FOR FORM AND LEGAL CORRECTNESS:

\_\_\_\_\_  
DocuSigned by:  
*Robert Fournier*  
034BE83CD0D6440...

Robert Fournier  
City Attorney

(In Accordance with the Provisions of  
the Charter of the City of Sarasota, Florida.)

Exhibit 1 A.

Wage Schedule FY 2022-2023

Grade	100		101		102		103		104		105	
	Annual	Hrly										
1	\$ 32,657.72	15.7008	\$ 33,637.45	16.1719	\$ 35,319.32	16.9804	\$ 36,378.91	17.4899	\$ 37,470.27	18.0146	\$ 38,594.38	18.5550
2	\$ 34,358.25	16.5184	\$ 34,838.79	16.7494	\$ 36,580.73	17.5869	\$ 37,678.14	18.1145	\$ 38,808.49	18.6579	\$ 39,972.74	19.2177
3	\$ 35,079.06	16.8649	\$ 36,040.12	17.3270	\$ 37,842.13	18.1933	\$ 38,977.39	18.7391	\$ 40,146.72	19.3013	\$ 41,351.11	19.8803
4	\$ 35,799.85	17.2115	\$ 37,241.46	17.9045	\$ 39,103.54	18.7998	\$ 40,276.64	19.3638	\$ 41,484.93	19.9447	\$ 42,729.48	20.5430
5	\$ 36,520.66	17.5580	\$ 38,442.80	18.4821	\$ 40,364.94	19.4062	\$ 41,575.89	19.9884	\$ 42,823.16	20.5881	\$ 44,107.86	21.2057
6	\$ 37,241.46	17.9045	\$ 39,644.14	19.0597	\$ 41,626.35	20.0127	\$ 42,875.13	20.6130	\$ 44,161.39	21.2314	\$ 45,486.23	21.8684
7	\$ 37,962.27	18.2511	\$ 40,845.47	19.6372	\$ 42,887.75	20.6191	\$ 44,174.38	21.2377	\$ 45,499.61	21.8748	\$ 46,864.60	22.5311
8	\$ 38,683.07	18.5976	\$ 42,046.81	20.2148	\$ 44,149.16	21.2256	\$ 45,473.63	21.8623	\$ 46,837.84	22.5182	\$ 48,242.97	23.1937

Grade	106		107		108		109		110		111	
	Annual	Hrly										
1	\$ 39,752.21	19.1116	\$ 40,944.77	19.6850	\$ 42,173.11	20.2755	\$ 43,438.31	20.8838	\$ 44,741.45	21.5103	\$ 46,083.71	22.1556
2	\$ 41,171.92	19.7942	\$ 42,407.09	20.3880	\$ 43,679.30	20.9997	\$ 44,989.68	21.6297	\$ 46,339.36	22.2785	\$ 47,729.55	22.9469
3	\$ 42,591.65	20.4768	\$ 43,869.39	21.0911	\$ 45,185.48	21.7238	\$ 46,541.05	22.3755	\$ 47,937.28	23.0468	\$ 49,375.40	23.7382
4	\$ 44,011.38	21.1593	\$ 45,331.71	21.7941	\$ 46,691.67	22.4479	\$ 48,092.41	23.1214	\$ 49,535.19	23.8150	\$ 51,021.24	24.5294
5	\$ 45,431.09	21.8419	\$ 46,794.03	22.4971	\$ 48,197.85	23.1720	\$ 49,643.66	23.8671	\$ 51,133.10	24.5832	\$ 52,667.09	25.3207
6	\$ 46,850.82	22.5244	\$ 48,256.33	23.2002	\$ 49,704.03	23.8962	\$ 51,195.15	24.6131	\$ 52,731.01	25.3514	\$ 54,312.94	26.1120
7	\$ 48,270.53	23.2070	\$ 49,718.65	23.9032	\$ 51,210.22	24.6203	\$ 52,746.52	25.3589	\$ 54,328.92	26.1197	\$ 55,958.78	26.9033
8	\$ 49,690.26	23.8895	\$ 51,180.97	24.6062	\$ 52,716.40	25.3444	\$ 54,297.88	26.1048	\$ 55,926.83	26.8879	\$ 57,604.63	27.6945

Exhibit 1 A.

Wage Schedule FY 2022-2023

Grade	112		113		114		115		116		117	
	Annual	Hrly										
	\$ 46,987.30	22.5900	\$ 48,866.80	23.4937	\$ 50,821.47	24.4334	\$ 52,854.33	25.4107	\$ 55,232.78	26.5542	\$ 57,718.25	27.7492
2	\$ 48,833.24	23.4775	\$ 50,786.56	24.4166	\$ 52,818.02	25.3933	\$ 54,930.75	26.4090	\$ 57,402.63	27.5974	\$ 59,985.74	28.8393
3	\$ 50,679.16	24.3650	\$ 52,706.34	25.3396	\$ 54,814.58	26.3532	\$ 57,007.16	27.4073	\$ 59,572.49	28.6406	\$ 62,253.25	29.9294
4	\$ 52,525.10	25.2525	\$ 54,626.10	26.2625	\$ 56,811.15	27.3131	\$ 59,083.59	28.4056	\$ 61,742.35	29.6838	\$ 64,520.75	31.0196
5	\$ 54,371.02	26.1399	\$ 56,545.87	27.1855	\$ 58,807.70	28.2729	\$ 61,160.01	29.4039	\$ 63,912.21	30.7270	\$ 66,788.25	32.1097
6	\$ 56,216.95	27.0274	\$ 58,465.63	28.1085	\$ 60,804.26	29.2328	\$ 63,236.43	30.4021	\$ 66,082.07	31.7702	\$ 69,055.76	33.1999
7	\$ 58,062.89	27.9149	\$ 60,385.39	29.0314	\$ 62,800.81	30.1927	\$ 65,312.85	31.4004	\$ 68,251.93	32.8134	\$ 71,323.26	34.2900
8	\$ 59,908.81	28.8023	\$ 62,305.17	29.9544	\$ 64,797.37	31.1526	\$ 67,389.26	32.3987	\$ 70,421.79	33.8566	\$ 73,590.77	35.3802

Grade	118	
	Annual	Hrly
1	\$ 60,315.57	28.9979
2	\$ 62,685.11	30.1371
3	\$ 65,054.65	31.2763
4	\$ 67,424.18	32.4155
5	\$ 69,793.73	33.5547
6	\$ 72,163.27	34.6939
7	\$ 74,532.82	35.8331
8	\$ 76,902.35	36.9723

EXHIBIT 2

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## EXHIBIT 3

### On-Call Pay for Non-Exempt Employees:

To provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to be on-call. On-call requires an employee to be available for work due to an urgent situation occurring on his off-duty time. Employees shall be required to be on-call when assigned.

1. On-call employees must always be reachable by a pre-determined means of communication, and able to arrive at the work location within the time established by the department director or designee. As employees are compensated for being on-call, they must refrain from drinking, taking medications or engaging in any other activity which would prevent being ready for duty.
2. On-call assignments shall be distributed equitably on a rotational basis to the extent practicable among qualified employees, consistent with operational needs. Employees will be required to accept on-call status in order to maintain effective service to the City.
3. Employees assigned to be on-call shall be paid \$160 for each calendar week. On-call pay shall accrue to the pay period in which the calendar week ends.
4. Employees on PTO or another type of authorized absence from duty shall be ineligible to be on-call unless otherwise approved by management.
5. On-call time shall not count as hours worked for the purpose of computing overtime.

6. On-call pay shall be included in the calculation of the base rate for overtime compensation.
7. An employee who is called to work when on-call will be paid for the actual time worked with a minimum guarantee of two (2) hours pay for each call-in. Subsequent calls while on the first two (2) hour minimum shall not be eligible for an additional two (2) hour minimum, and the employee shall be paid for the actual time worked beyond the first minimum. Pay for call-in will be considered ordered extra duty.
8. In the event an employee who is on-call fails to respond to a call to work, he shall forfeit on-call pay and may be subject to disciplinary action, up to and including termination.
9. An employee who is off-duty and not on-call and called back to work shall be compensated according to ordered extra duty.
10. Call outs will not be eligible for shift differential.
11. Exempt employees are not eligible for on-call pay.
12. Under emergency conditions, the number of persons called in and the specific individuals called shall be at the discretion of the supervisor.
13. This written policy and procedure does not change in any way the City's right to assign on-call status to management/ supervisory personnel whenever it deems necessary.
14. Employees assigned on-call status are not eligible for call back pay.

15. Employees designated for on-call status may be authorized to take home a City vehicle and necessary service equipment in accordance with Department policies and procedures. The Department Director or designee shall have the authority to implement additional requirements governing these procedures for on-call status, as deemed appropriate.
  
16. On-call status will not count toward the accrual of PTO.
  
17. On-call status on a holiday will not entitle the employee to additional pay in excess of their regular pay and on-call pay.

## Exhibit 4

### Represented Positions

#### Grade 100

Office Assistant

#### Grade 101

Facility Maintenance Tech  
Recreation Attendant  
Jr Lifeguard  
Maintenance Tech I

#### Grade 103

Accounting Tech I  
Administrative Spec I  
Solid Waste Helper  
Parking Garage Attendant  
Recreation Specialist  
Landscape Maint Tech I  
Lifeguard I  
Maintenance Tech II  
Field Service Rep  
Parking Enforc Spec

#### Grade 104

Sr. Transcriber

#### Grade 105

Accounting Tech II  
Administrative Spec II  
Irrigation Technician  
Customer Serv Rep  
Records Spec I  
Maintenance Tech III  
Parking Collections Spec  
Parking Meter Maint Tech  
Permitting Technician I

#### Grade 106

Fleet Services Tech I  
Maintenance Mechanic I  
Utility Mechanic I

#### Grade 107

Equipment Operator I  
Laboratory Tech I  
Refuse Equip Oper Res  
Treatment Plant Oper Appr

#### Grade 108

Accounting Spec  
Administrative Spec III  
Arborist I  
Building Inspector Sect 8  
Sr Customer Serv Rep  
Landscape Maint Tech II  
Permitting Tech II  
Procurement Spec I  
Records Spec II  
Refuse Equip Oper Com  
Spray Technician

#### Grade 109

Engineering Tech I  
Lifeguard II  
Maintenance Mechanic II  
Payroll Spec I  
Property Evidence Spec

#### Grade 110

Control Systems Tech I  
Fleet Services Tech II  
Equipment Operator II  
Housing Asst Program Spec  
Laboratory Tech II  
Planning Tech  
Traffic Signal Tech I

#### Grade 111

Engineering Tech II  
Head Lifeguard  
Inspection Specialist  
LBTR Specialist  
Procurement Spec II  
Senior Records Specialist

#### Grade 112

Code Compliance Insp  
Code Compliance Spec  
Coord Utility Billing Office  
Coord Victim Advocate  
Maintenance Mechanic III  
Payroll Specialist II  
Treatment Plant Oper B

Treatment Plant Oper C  
Utility Mechanic II  
Victim Advocate  
Housing Asst Prog Spec

**Grade 113**

Accts Rec Payable Spec  
Arborist II  
Bldg Inspec Single License  
Coord Meter Services  
Coord Permitting  
Fleet Services Tech III  
Recreation Leader  
Traffic Signal Tech II  
Utility Mechanic III

**Grade 116**

Arborist Ordinance Comp  
Computer Support Spec  
Crew Leader II  
Journeyman Electrician  
Rehab Construction Inspec  
Supv Parking Garage  
Supv Parking Services  
Technical Support Tech I

**Grade 114**

Control Systems Tech II  
Crew Leader I  
Electrician  
Engineering Tech III  
Procurement Spec III  
Professional Buyer  
Reliability Maint Planner I  
Shift Supv TP Opns B  
Treatment Plant Oper A

**Grade 117**

Bldg Inspec Multi Lic  
Coord Infrastructure Info  
Shift Supv TP Opns A  
Sr Procurement Specialist  
Sr Professional Buyer

Zoning Analyst

**Grade 115**

Engineering Inspector  
Reliability Maint Planner II

**Grade 118**

Computer Support Spec II  
Network Analyst  
Net Sys & Comm Analyst  
Net Sys & Comm Analyst  
Windows Sys Administrator  
Sr Arborist Ordinance Comp

**EXHIBIT 5**  
**AFFIDAVIT**

STATE OF FLORIDA        )  
COUNTY OF SARASOTA    )

BEFORE ME personally appeared \_\_\_\_\_ (Affiant), who after  
first being duly sworn, deposes and says:

1. My name is \_\_\_\_\_, and I am over the age of eighteen years.

2. I have personal knowledge of the facts set forth in this Affidavit.

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
Printed name of Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

## **EXHIBIT 5A**

### How to Prepare an Affidavit

An affidavit is a written statement made under oath that some fact, or a set of facts, is true to the best of the knowledge of the individual making the affidavit who is referred to as the “Affiant.” In preparing an affidavit it is important that you state your full legal name and your age or birth date. An affidavit must be sworn to (or affirmed) by the Affiant and signed in the presence of a notary public. When you sign the Affidavit before a notary public, you should sign using the exact name as stated in the affidavit.

As the Affiant, you must be at least 18 years of age and have personal knowledge of the facts set forth in the affidavit. The statement of the facts should be brief but may include as few or as many facts as necessary to include all of the relevant information, with each fact or small number of related facts stated in separately numbered paragraphs. The facts should be described clearly and concisely providing names, dates, addresses, and any other supporting information as needed. If a support document is referred to in the affidavit, it should be attached to the affidavit as an exhibit. Each exhibit should be individually numbered (or lettered) in the order it is referred to in the affidavit. For example, if describing a document in the affidavit, state that a copy of the document is attached and marked as “Exhibit A” then write “Exhibit A” on a copy of the document and staple it to the completed affidavit.

Remember, when appearing before the notary public to sign the affidavit, you will be asked to provide proof of your identify (such as a valid driver’s license or passport) in the event you are not personally known by the notary public.