

**AGREEMENT BETWEEN**

**THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
LOCAL 2427**



and

**THE CITY OF LARGO**



**OCTOBER 2013 - SEPTEMBER 2016**

TABLE OF CONTENTS

DRAFT TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Preamble.....	1
2	Union Recognition.....	1
3	Management Rights.....	2
4	Representative of Parties.....	3
5	Union Representation.....	3
6	Payroll Deduction of Union Dues.....	4
7	Union Business.....	5
8	Non-Discrimination.....	5
9	Prohibition Against Strikes.....	6
10	Bulletin Boards.....	6
11	Hours of Work.....	7
12	Jury Duty and Court Attendance.....	8
13	Sick Leave.....	9
14	Employee Rights.....	12
15	Vacation.....	13
16	Holidays.....	14
17	Trade Time.....	15
18	Wages.....	16
19	Seniority and Reduction in Force.....	19
20	Safety.....	20
21	Grievance and Arbitration Procedure.....	21
22	Work Rules and Prevailing Rights.....	24
23	Insurance Benefit and Personal Insurance Credits Program (PIC).....	25
24	Line of Duty Injury Pay.....	26
25	Legal Benefits.....	27
26	Miscellaneous.....	27
27	Tuition Reimbursement.....	30
28	Promotions.....	31
29	Shift Selection.....	31
30	Retirement Benefit.....	32
31	Severability and Waiver.....	32
32	Entire Agreement.....	32
33	Duration, Modification and Termination.....	33

## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the City of Largo, Florida, hereinafter referred to as the "Employer" and Largo Professional Fire Fighters Association, Local 2427, International Association of Fire Fighters, hereinafter referred to as the "Union".

It is the purpose of this agreement to achieve and maintain harmonious relations between the employer and the union; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment.

NOW, THEREFORE, the parties agree with each other as follows:

## **ARTICLE 2 - UNION RECOGNITION**

### **Section 1**

The Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of negotiations over salaries, benefits, and all other conditions of employment for all employees in the bargaining unit.

### **Section 2**

The bargaining unit shall consist of those classifications in the Fire Rescue Department as determined by the Public Employees Relations Commission.

In the event the City introduces a line rank job classification below the rank of District Chief, the City agrees to offer no objection to the inclusion of the position into the bargaining unit. The City and

Union agree that the position of Assistant Fire Chief is excluded from the bargaining unit.

Current classifications in the bargaining unit are as follows:

Firefighter/EMT

Firefighter/Inspector

Firefighter/Paramedic Trainee

Firefighter/Paramedic

Fire Lieutenant

### **Section 3**

A Firefighter/Paramedic is a separate job classification within the City's Fire Rescue Department. Employees in these classifications are to perform duties as stated in their job descriptions.

### **Section 4**

All employees hired after October 1, 1978 as Firefighter/EMT or Firefighter/Paramedic as a condition of employment, will have to maintain State and County certifications.

### **Section 5**

Firefighter/Paramedic Trainee is a separate job classification for new hires only. Conditions of employment for persons hired into this classification will be outlined in an agreement between the City and the employee. Said conditions will not conflict nor override any provisions of this labor agreement or Personnel Rules and Regulations.

**Section 6**

Voluntary demotions will be implemented in accordance with Personnel Rules and Regulations.

**ARTICLE 3 - MANAGEMENT RIGHTS**

**Section 1**

Management officials retain the full and unrestricted rights to the following, provided they do not conflict with or violate any of the terms of this Agreement:

- a. To operate and manage all personnel, facilities, and equipment; to determine the purpose of the department; to determine methods, means and number of personnel needed to carry out the department's mission, including the determination of crew size; to set standards of service to be offered to the public.
  
- b. To establish functions and programs; to set and amend budgets; to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.
  
- c. To determine and modify the organizational structure; to select, direct, transfer, assign, and determine the number of personnel and take disciplinary action including discharge, for just cause; to establish normal work schedules and the scheduling of overtime; to relieve employees from duty because of lack of work or when the continuation of work would be wasteful or unproductive.
  
- d. To promulgate, implement, and enforce any rules and regulations concerning Employee

practice or working conditions.

## **Section 2**

The Employer will maintain job descriptions for those job classifications covered by this agreement. Management possesses the sole right to establish specifications for each class of position, to classify and reclassify, to allocate and reallocate new or existing positions, and reserves the right to create or abolish any job position or title. Department management shall notify the Union of such actions prior to implementation. It is understood by the parties that every incidental duty connected with operations, as enumerated in job descriptions, is not always specifically described, and employees, at the discretion of the Employer, may temporarily be required to perform duties not within their job description.

## **Section 3**

If in the sole discretion of the Employer it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency provided that wage rates and other direct monetary payments shall not be suspended. Discipline shall be for just cause during declared emergencies, and shall be grievable within ten days of the end of the declared emergency.

## **Section 4**

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by this Agreement. However, prior to subcontracting on-going work performed by bargaining unit employees that will result in a reduction of jobs or a layoff, the City shall provide the Union a minimum of sixty (60) days written notice prior to implementation. This section does not apply to subcontracting in emergency situations or for special projects of limited duration and scope.

**Section 5**

The above rights by the Employer are not all inclusive but indicate the type of matters or rights which belong to or are inherent to the Employer.

**Section 6**

Nothing in this Article shall be construed to restrict the ability of the union to engage in impact bargaining as provided for in State Statutes.

**ARTICLE 4 - REPRESENTATIVE OF PARTIES**

**Section 1**

The Employer agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring the mutual consent or other official action called for by this Agreement. The Union agrees to notify the Labor Relations Officer and Fire Chief of the name of such authorized representatives as to the execution of the Agreement and replacement thereof during the term of this Agreement.

**Section 2**

The Employer and Union agree that during the term of this Agreement both parties will deal only with authorized representatives in matters regarding the negotiation and administration of this Agreement. This section shall not restrict members of the Union from having the same legal rights as any citizen.

## **ARTICLE 5 - UNION REPRESENTATION**

### **Section 1**

The Employer agrees to recognize the Union representatives designated by the Union. The Union shall furnish written notice to the Labor Relations Officer and Fire Chief of such Union representatives.

### **Section 2**

There shall be up to ten (10) Union representatives authorized by this Agreement.

### **Section 3**

The Union agrees to assign one Vice President, Steward, or the President to each grievance who may process that grievance up to and including Step 3 during normal working hours without a loss of earnings or benefits. The Union reserves the right to change the assigned representative processing the grievance upon notification to the Fire Chief or his designee and the Labor Relations Officer. The performance of this function by the Union official shall in no way interrupt the normal functioning of the department. During working hours fire station telephones may be used by the assigned Union official to process and investigate grievances. The Union agrees to guard against the use of excessive time for such activities. The Employer and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements. The Union official will provide advance notice to the Fire Chief or his designee to allow planning arrangements, staffing permitting, to enable the Union official time for investigative activity. When a Union official desires to contact an Employee who has a complaint, he shall first obtain oral permission from the Fire Chief or his designee. If permission must be denied at that particular time, the Union official will be informed of the reason for the denial and when he can reasonably expect to contact the Employee concerned. The Union official will notify the Fire Chief or his designee upon return to work.



Class action grievances may be processed by the President or any one steward subject to the above conditions.

#### **Section 4**

Department management agrees not to permanently transfer stewards unless it is necessary for the efficient operation of the Fire Service. In the event it becomes necessary to transfer a steward permanently, the Union will be notified. Temporary transfers are those transfers for a period not to exceed ninety (90) days.

#### **Section 5**

Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, shall not be engaged in during working hours.

#### **Section 6**

The Union may distribute literature concerning Union business or activities and conduct contract ratification votes during duty hours provided it does not interfere with normal operations.

#### **Section 7**

The Union shall not distribute on City property materials that reflect on the integrity or motives of any individual, department or activity of City government. Violation of this Section by employees may invoke disciplinary action.

## **ARTICLE 6 - PAYROLL DEDUCTION OF UNION DUES**

### **Section 1**

Employees represented by the Union may request on a prescribed form the authorization of payroll deductions for the purpose of paying Union dues. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or assessments and shall not honor any requests of this nature other than for Union dues.

### **Section 2**

The Union will initially notify the Finance Department as to the amount of dues to be deducted from a member's salary on a monthly or payroll basis. This notice shall state the amount in dollars and cents for each individual member. Such notification will be certified to the Finance Department in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the Finance Department and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

### **Section 3**

Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and has been submitted to the Payroll Section of the Finance Department.

### **Section 4**

Transmittal of dues monies by the City will be made by direct deposit to a bank account designated by the Treasurer of the local union.

## **Section 5**

The Union shall indemnify and hold harmless the Employer from any and all claims or demands and expenses in connection therewith based upon the Employer's participation in dues deductions.

Subject to the approval of management, the Union shall provide for bargaining unit members a form for authorization of dues deductions.

## **ARTICLE 7 - UNION BUSINESS**

### **Section 1**

Any member of the bargaining unit may donate vacation or sick leave to the union pool time. Vacation leave donations shall be in increments of one hour, on the basis of one hour vacation for one hour pool time. Sick leave donations shall be in increments of two hours, not to exceed 24 hours per fiscal year, on the basis of two hours sick leave for one hour pool time. Donation of sick leave in accordance with the provisions of this section may not cause an Employee's sick leave balance to be reduced below 240 hours. Carryover of union pool time from one fiscal year to the next shall not exceed 750 hours. Donations of time shall be made in writing and signed by the Employee.

### **Section 2**

Charges against the union business pool time, as provided in this article, shall only be made when approved by the president of the local or designee, with the approval of the Fire Chief, or his designee, staffing permitting. The Union shall notify the Employer in writing of any charges against the pool at least five (5) ~~working~~ calendar days prior to the time-off period ~~if possible~~. Leave request submittals shall be completed in a manner similar to all other leave requests.

### **Section 3**

The use of the above referenced pool time shall be used by Union officials or designees for conducting Union business, up to a maximum of two (2) officials per shift, not to exceed a maximum of four (4) at any time to attend national, state or local union meetings and negotiations sessions. Time off under this provision shall be granted at the discretion of the Employer; however, the use of this time will not be unduly restricted by the Employer given sufficient advance notice by the Union. No overtime will be paid to meet provisions of this article unless previously approved by fire administration.

### **Section 4**

Authorized persons using pool time will not suffer a loss of any benefit.

### **Section 5**

Donations by Employees to the union business pool time account shall be processed by the department no more than two times each fiscal year within separate two week periods that are mutually agreed upon.

### **Section 6**

Union representatives may be excused from duty by department management to attend meetings between the parties with no charge to the union business pool time account.

### **Section 7**

The City will schedule one hour during the new employee Departmental orientation period for the Union to convey information regarding Union membership to new hires.

## **ARTICLE 8 – NON-DISCRIMINATION**

### **Section 1**

Employees in the bargaining unit shall have the right to form, join and participate in, or to refrain from joining, forming or participating in any labor organization. Neither the Employer nor the Union will discriminate against any employees in regard thereto.

### **Section 2**

The Employer and the Union will not discriminate against employees in regard to race, color, creed, sex, age, national origin, religion, or disability, as provided by law. Employees may pursue issues regarding discrimination through the Human Resources Department as provided for in City Personnel Rules and Regulations. Any matters regarding this section may not be grieved beyond Step 3 of the grievance procedure as provided for in Article 20.

## **ARTICLE 9 - PROHIBITION AGAINST STRIKES**

### **Section 1**

A strike shall be defined as: the concerted failure to report for duty, the concerted stoppage of work, the concerted submissions of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City or participation in a deliberate and concerted course of conduct which adversely affects the service of the City.

### **Section 2**

Neither the Union, nor any of its officers or agents, or members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in any strike,

sympathy strike, slowdown, concerted stoppage of work or any other activity which prohibits an Employee from reporting for duty.

### **Section 3**

The Union agrees not to picket over any matter subject to the grievance procedure provided herein. This does not restrict the Union's right to picket for other purposes so long as the same does not lead to a cessation of work by any bargaining unit members.

### **Section 4**

Should the Union or a majority of the Union employees covered hereunder with the City's Fire Rescue Department breach this Article, the Employer may then proceed against the Union as provided in State Statutes.

## **ARTICLE 10 - BULLETIN BOARDS**

### **Section 1**

The Union shall be entitled to reasonable use of City internet, electronic mail, intranet and fax services, and a bulletin board at each station or office in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area agreeable to the Employer. If the Union furnishes a bulletin board, it is their responsibility for the care, maintenance and replacement.

### **Section 2**

These bulletin boards, fax, and City e-mail, intranet and internet shall be used for posting Union notices but restricted to:

- a. Notices of Union recreational or social affairs
  
- b. Notices of Union elections and results of such elections
  
- c. Notices of Union appointments and other official Union business
  
- d. Notices of Union meetings and educational material
  
- e. Any other information, including any notices and educational material, containing any information other than purpose, date, time and place, may be posted on such designated areas only upon approval of the Fire Chief or his designee.

**Section 3**

All such notices shall be signed by a duly recognized officer of the Union.

**Section 4**

Supervision may remove Union material not in conformance with Section 3 of this Article and then inform officers of the Union.

**Section 5**

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

## **ARTICLE 11 - HOURS OF WORK**

### **Section 1**

The work period cycle for employees working 24 hour shift work will be 28 days.

### **Section 2**

Overtime (1.5 regular rate) will be paid to employees when they actually work more than their regularly scheduled time in a payroll draw period. In the event an employee is deployed to a mutual aid request, the employee will be paid straight time for normally scheduled work days and overtime for normally scheduled days off from station to assignment and return based on the 24 hour shift schedule.

### **Section 3**

If FLSA regulations are amended during the life of the Agreement, the City and Union have the right to reopen this article.

### **Section 4**

All employees within the bargaining unit shall report to duty at Roll Call. The Fire Chief or his designee can approve voluntary early relief practices if it is a casual and informal practice.

### **Section 5**

- a. When a shift employee is promoted, demoted, or reassigned to 40 hour duty in excess of a 30 day period, the following conversion table will be applicable. Vacation leave and sick leave will be reduced to 4/5 of shift hour balances to comply with the 40 hour schedule. Upon returning to shift duty, the balance will then be converted back to 5/4 of the 40 hour balance.



Accruals will be at the 40 hour rate during this assignment. Holidays will be granted on the date of occurrence or City substitute when assigned to 40 hour status. All non-scheduled days that occur during 40 hour assignment will be forfeited.

- b. Employees on light duty will not have leaves converted. These employees will be ineligible for trade time. In special situations, vacation leave may be granted at the converted rate at the sole discretion of the Fire Chief or his designee. Holidays will be taken as City observed. If sick leave is taken, it will be taken hour for hour.

### **Section 6**

The present schedule for 24 hour shift personnel of 24 hours on duty followed by 48 hours off duty shall continue in effect during the life of this agreement. Prior to the alteration of any work times by the City, the City and the Union shall bargain the impact of such changes.

### **Section 7**

The following Non-Scheduled (NS) Day procedure will apply:

- a. Employees will be assigned a NS number, station, and job position.
- b. Each number will not be scheduled to work once in each 28 day work period cycle on their assigned shift.
- c. Scheduling will be by station and job position as determined by Fire Administration.
- d. An Employee may request to reschedule a NS day within the 28-day cycle, subject to adequate staffing and management approval. Such requests are allowed following the

~~\_\_\_\_\_ annual vacation and employee recognition day picks.~~

~~e. \_\_\_\_\_ An Employee may request to move all their non-scheduled days after the annual vacation and \_\_\_\_\_ Employee Recognition day picks.~~

## **ARTICLE 12 - JURY DUTY AND COURT ATTENDANCE**

### **Section 1**

If an employee covered by this labor agreement is summoned for jury duty and/or job-related court attendance, he shall promptly notify his immediate supervisor so that arrangements may be made for his absence from work.

### **Section 2**

Employees who are required to be absent for any portion of their currently scheduled work hours due to such jury duty and job-related court attendance shall receive straight-time pay for the hours absent from work.

### **Section 3**

Employees who perform jury duty for only a portion of their regular scheduled work day are expected to report to work prior to such jury duty and/or when excused or released by the court. Employees required to perform jury duty will be released from duty at 9:00 p.m., provided they are required to report for jury duty the following day.

**Section 4**

The employee shall provide the Fire Chief with proof of jury duty service before any City compensation is approved.

**Section 5**

Any employee whose appearance is required in court as the result of a matter arising out of the course of his employment shall suffer no loss of pay or benefits provided they ~~comply with Section 3 of this Article and~~ report back to duty when released by the court. Such employee will be released from duty at 9:00 p.m., provided they are required to report to court prior to noon the following day.

**Section 6**

Employees may keep any compensation provided by the court, provided they comply with Sections 1, 3 and 4 of this Article.

**Section 7**

Failure to comply with the above sections may be cause for disciplinary action.

**Section 8**

In the event that court attendance arising from the scope of City employment may be required while off duty, an employee shall receive payment for the hours spent in court attendance with a minimum of one hour. This time will be considered as hours worked for purposes of determining overtime pay at the time and one-half rate. No employee who is a litigant against the City or any of its officers or departments shall be compensated under this section.

## **ARTICLE 13 - SICK LEAVE**

### **Section 1**

Employees shall be entitled to earn and accrue sick leave while on active pay status on the following basis:

- a. Scheduled shift employees shall earn fourteen (14) hours of sick leave for every calendar month worked. (6.46 hours per biweekly payroll draw)
- b. Scheduled forty (40) hour employees shall earn eight (8) hours sick leave for every calendar month worked. (3.70 hours per biweekly pay period)

Employees shall be eligible for sick leave after one (1) month of service.

### **Section 2**

Sick leave may be accumulated to a maximum of two thousand sixteen (2016) hours by scheduled shift employees and one thousand six hundred thirteen (1613) hours by scheduled forty (40) hour employees.

### **Section 3**

Employees who accrue sick leave in excess of 400 hours may elect to convert up to 200 hours to vacation leave. Hours will be converted on a two-for-one basis [two (2) hours of sick for one (1) hour vacation. Sick leave hours may be converted only once per year on the employee's anniversary date of hire. Conversion of hours may not reduce the sick leave balance below the threshold of 400 hours. The request to convert hours must be sent to the Human Resources Department, in accordance with Personnel Rules and Regulations. Forty-eight (48) hours of vacation must be utilized in the year immediately prior to the anniversary date to be eligible for sick leave conversion privileges.

#### **Section 4**

An employee incapacitated and unable to work shall notify the on-duty district chief at least thirty minutes before his scheduled reporting time as designated by the department, stating the nature of his illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the department.

#### **Section 5**

If, and whenever, sick leave may appear to be abused, or when an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave may be required to furnish competent proof of the necessity for such absence. The Employer reserves the right in all cases of illness, or reported illness, to require the employee to furnish a certificate or see a doctor designated by the City at the City's cost. The City will not act in an arbitrary or capricious manner concerning this section and will develop guidelines for supervisors concerning this section. Departmental management shall notify the employee within 24 hours of the reported illness that a doctor's certificate will be required. Abuse of sick leave as stated above or failure to comply with the order to obtain a doctor's certificate may result in discipline up to and including termination.

#### **Section 6**

Employees may not use any accumulated sick leave for injury sustained while engaged in outside employment or when receiving Workers' Compensation benefits from a source other than the City.

#### **Section 7**

Sick leave used under this article shall be charged as used in increments of one hour.

## **Section 8**

~~Employees using sick leave are expected to be found at their respective homes, physician's office, hospital, or enroute to one or the other of these locations. An employee may go elsewhere provided approval is obtained from the Fire Chief or designee.~~

Employees using sick leave are expected to be at or enroute to or from a location and engaged in activities commensurate with their medical condition or injury or caregiving responsibilities.

## **Section 9**

Employees covered by this agreement may be granted leave with pay at straight time rate for one shift in the event of a death in the immediate family. If additional time off is needed, the employee may use up to two days sick leave upon the approval of the Fire Chief (grievable only through Step 3). The employee's immediate family shall be defined as: spouse/domestic partner and father, mother, stepfather, stepmother, grandparents, brother, sister, child, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, including same relatives of spouse/domestic partner.

## **Section 10**

Should an employee require additional funeral leave other than provided in Section 9 of this Article, he may request the additional time from the Fire Chief. Upon approval by the Fire Chief (grievable only through Step 3), any additional time used will be charged to vacation leave if the employee has hours accrued that can be charged.

## **Section 11**

If requested, the employee shall furnish proof of death of an immediate family member in order to receive paid leave.

## **Section 12**

In the event an active employee should die, any unused sick leave accumulated as of the time of death will be paid on the basis of one (1) hour's pay for each two (2) hour's leave to the deceased employee's beneficiary. Unused sick leave will be paid on the basis of one (1) hour pay for each hour leave if the employee dies in the line of duty.

## **Section 13**

Whenever possible, medical, dental and optical appointments should be scheduled during non-duty hours.

## **Section 14**

Employees who are unable to perform their duty because of illness of a spouse, dependent, or other person living in the employee's home as a family, may use sick leave from their accrued sick leave account when the employee's presence must be required in the care of the above mentioned person. The Chief's decision regarding use of the sick leave is grievable only through Step 3 of the grievance process.

## **Section 15**

This contract section and applicable Personnel Rules and Regulations outline the manner in which the Family and Medical Leave Act of 1993 (FMLA), Public Law 103-3, shall be implemented. FMLA and the provisions of this contract section do not limit the use of leave benefits provided for in this agreement other than specifically provided herein.

1. The FMLA provides that employees with at least one year of service who have worked for at least 1250 hours during the preceding 52 weeks are entitled to a total of 12 work weeks of

leave during a 52-week period for specified reasons and in accordance with certain restrictions, as defined in the Statute and Department of Labor Regulations. The 52-week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for 52 weeks from that date.

2. Family leave may be authorized for childbirth, adoption or foster care placement, and qualified military reasons.
  - a. The employee parent(s) may use an aggregate maximum of 12 weeks.
  - b. For family leave involving childbirth, the employee/mother may use up to six weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, the personal option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).
  - c. The employee/father may use sick leave only when medical certification requires his presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used. Personal Option leave and vacation leave, down to 48 hours, must be utilized prior to requesting leave without pay (LWOP).
  - d. Qualified military reasons include employees who are caregivers may take up to 26 weeks of leave to care for a recovering service member. In addition, employees may use the 12 weeks of FMLA leave for exigencies that arise due to a family member's call to active duty.



3. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, and vacation leave in excess of 48 hours, is depleted. Once all sick leave is taken and the vacation leave balance has been reduced to 48 hours, the employee may elect to either utilize the remaining 48 hours vacation leave prior to taking LWOP or may immediately request LWOP status. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a 30-day notice as practicable.
  
4. Employees using FMLA leave may request, in accordance with existing City policy, sick leave donations from other employees only after all accrued paid leave, including all vacation leave, is depleted.
  
5. In accordance with 741.313, Florida Statutes, employees with at least three months of employment will be granted three working days of leave within a one-year period when the leave is related to domestic violence as outlined in the City's Personnel Rules and Regulations.
  
6. Failure to return to work at the expiration of an approved leave shall be considered absence without leave and grounds for dismissal, but upon their timely return from leave, the employee shall be granted and given the same rank or substantially similar position without loss of salary or benefits.

## **ARTICLE 14 - EMPLOYEE RIGHTS**

### **Section 1**

Employees covered by this Agreement will have the rights granted by Florida Statutes Chapter 112,

Part VIII, known as the "Firefighters' Bill of Rights".

Definitions: For the purpose of this section, the following terms are defined.

Complaint: A complaint is defined as any allegation of misconduct which is made against a firefighter by any person from within or outside the department, and which, if sustained, may result in disciplinary or criminal enforcement action being taken against the firefighter.

Internal Investigation: An internal investigation is deemed to be in force when a complaint involving or affecting the public trust and confidence of the department and its firefighters or a member of the public or the violation of state's criminal statutes has been made against a firefighter and follow-up investigation on the complaint is needed to determine validity of the complaint. An internal investigation is not indicated nor is one deemed to exist in this context in disciplinary matters which come to the attention of supervisor/command personnel during the course of their normal duties (i.e., the supervisor observes or has direct knowledge of an infraction being committed by a subordinate).

## **Section 2**

The department will process complaints against firefighters only as they relate to their job duties, performance of their job duties, and violations of law and/or written directives that apply to job duties, performance of job duties, or violations of law. While the District Chief receiving the complaint may conduct sufficient inquiry of the complaint to test the allegation, internal investigations will be initiated only at the direction of the Fire Chief. All internal investigations will be conducted by, or under the direction of, the Fire Chief or designee.

### **Section 3**

All investigations shall have one of the following conclusions:

- a. **Unfounded:** The allegation is false and not factual.
  
- b. **Exonerated:** The incident occurred, but was lawful and proper.
  
- c. **Not sustained:** The allegation could not be proved or disproved due to insufficient evidence.
  
- d. **Sustained:** The allegation is supported by sufficient evidence to justify a reasonable conclusion that the allegation is factual.
  
- e. **Policy/Procedure Deficiency:** The employee's actions were in compliance with the department rules, policies and procedures, but said rules, policies or procedures are deficient.

### **Section 4**

Employee Right to Representation:

- a. When an investigation is initiated against a City of Largo Fire Rescue Department employee, one employee will not be subjected to interrogation by more than two persons conducting the investigation and shall have the right, upon request, to have the presence of a Union representative at such interrogation, as provided for in the Firefighters' Bill of Rights.

b. When the employee is interviewed as the subject of a potential disciplinary action, the employee shall have the right to union representation at their request and the purpose of the interview shall be clearly stated.

## **ARTICLE 15 - VACATION**

### **Section 1**

Regular full-time employees covered by this agreement shall accrue annual leave while on active pay status based on their date of permanent employment with the Fire Rescue Department and shall be limited to the following schedule:

Regular Vacation. Vacation time is accumulated at the rate of 4.0 hours per payroll draw. Vacations are granted by seniority and working schedule at the discretion of the Fire Chief or designee. In addition to regular vacation, employees will be granted longevity vacation hours according to the following schedule:

After 5 years through 9 years service	36 hours
After 10 years through 14 years service	84 hours
After 15 years through 19 years service	120 hours
After 20 years service and each year thereafter	144 hours

### **Section 2**

Paid vacation may not be taken during the initial six (6) months of employment or reemployment. The maximum vacation accrual shall be 400 hours. Any vacation leave earned in excess of this cap will be forfeited.

### **Section 3**

After the initial six (6) month period, vacation leave may be taken with Fire Chief approval and chargeable in increments of not less than one (1) hour.

### **Section 4**

Employees may convert to pay at their regular base rate any portion of their accrued vacation leave balance in excess of 156 hours one time per fiscal year. In order to be eligible to convert said leave, the employee must take a minimum of 48 hours vacation leave during the preceding year. Conversion request shall be made in accordance with Personnel Rules and Regulations.

### **Section 5**

Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation leave, at the time of termination at the employee's normal base rate of pay as set forth in the salary schedule in this Agreement. This does not apply to employees having less than six (6) months of service.

### **Section 6**

Vacation leave shall not be granted in advance of being earned.

### **Section 7**

Vacation leave may be granted in less than twelve (12) hour segments no earlier than the shift prior to the request upon approval of the Fire Chief or his designee. All requests for leave time will be dependent upon the staffing requirement established by Fire Administration.

**Section 8**

Each employee must take at least 24 hours of vacation leave each calendar year in order to provide employees with vacation and proper rest and relaxation.

**Section 9**

~~Each bargaining unit employee employed on October 1, 2011 shall be granted effective this date 12 personal option hours, to be used in the same manner as vacation leave. Personal option leave must be used by September 30, 2012 and has no cash value upon separation from City employment.~~

**ARTICLE 16 – HOLIDAYS**

**Section 1**

The following holidays shall be observed on the actual day of occurrence:

New Year's Day

Martin Luther King's Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas

A 24 hour shift employee who works a shift that begins on a holiday as listed above will be paid 8 hours holiday pay at their regular rate of pay. A 24 hour shift employee who works a shift that ends on a holiday as listed above, will be paid 4 hours holiday pay at their regular rate of pay.

## **Section 2**

An employee working trade time on a shift that begins on a holiday as listed in Section 1 will be compensated rather than the originally scheduled employee, in accordance with the following:

- a. Work 12 hours: receive 4 hours holiday pay at their regular rate of pay.
- b. Work more than 12 hours: receive 8 hours holiday pay at their regular rate of pay.

An employee working trade time on a shift that ends on a holiday as listed in Section 1 will receive 4 hours holiday pay at their regular rate of pay.

## **ARTICLE 17 - TRADE TIME**

### **Section 1**

Trade time is for the benefit of the employee as opposed to being of benefit to the Employer. Employees may trade time subject to the following terms and conditions:

- a. Employees wishing to trade time shall obtain permission from their immediate supervisor

(Lieutenant) and approval by the District Chief at least fifteen (15) minutes prior to the trade unless it is an emergency and accepted as such by the Lieutenant in charge.

During an employee's days off, the employee shall contact the on-duty District Chief if emergency trade time is needed for the employee's next shift. If the trade time is not an emergency, the trade must be approved by the employee's District Chief.

- b. The member working the time will be covered by all applicable benefits in case of injury while filling in, but will not receive pay for this period.
- c. All trade time shall be recorded in the day book and an individual working the trade time shall assume all duties and responsibilities for whom they are working. In the event the regularly scheduled person fails to return to work for any reason at the agreed time, the person assuming their responsibilities shall complete the shift. Payback of trade time will be the responsibility of personnel involved in the trade. Payback of trade time is only permitted as an exchange of hours worked; cash or any other form of compensation is prohibited.
- d. The Employer shall not be required to allow an exchange if doing so would impose upon the City liability for any additional overtime compensation, or any other form of additional compensation, over what persons may otherwise be entitled to or if the level of service would be lowered as determined by departmental management.
- e. Employees will use the following guidelines when using trade time:
  - 1. Firefighter/EMT with Firefighter/EMT  
Firefighter/Paramedic Trainee with Firefighter/Paramedic Trainee or Firefighter/EMT  
Firefighter/Paramedic with Firefighter/Paramedic  
Lieutenant with Lieutenant
  - 2. Other trades can be arranged with permission of the Fire Chief.



f. An employee cannot owe more than 240 hours trade time to other employees. This provision will become effective upon implementation of the TeleStaff software.

## **Section 2**

a. If the employee cannot fulfill the obligations to complete the trade, that employee is responsible for notifying the proper supervisor at least one hour before the beginning of the shift and is also responsible for securing an individual of the same classification, and possessing certifications required to staff the shift, to complete the trade. If the employee cannot secure a qualified replacement, the employee will be liable for any costs incurred by the City to secure a replacement and may be subject to disciplinary action. ~~If, at the time of notifying the supervisor, the employee's absence will not cause staffing to drop below minimum requirements as established by management, then the employee shall be charged vacation leave, or sick leave if the employee provides competent proof of the necessity for the absence from a medical doctor due to injury or illness, and may be relieved by supervision of any further responsibilities regarding the trade.~~

b. ~~If the employee does not fulfill the obligations to complete the trade and does not comply with the provisions of Paragraph A of this section, then the employee will be liable for any costs incurred by the City to secure a replacement and will be subject to disciplinary action.~~

If the employee becomes ill on-duty and cannot complete the trade, that employee (or designee) is responsible for securing an individual of the same classification, and possessing similar certifications, to complete the current trade and any already approved upcoming trades the employee is to work. If the employee cannot secure a qualified replacement, the employee will be liable for any costs incurred by the City to secure a replacement and may be subject to disciplinary action. The employee or designee will have no more than four hours to staff the remainder of the trade.

c. If the employee becomes injured on-duty and cannot complete the trade, the employer will be responsible for ensuring adequate shift coverage and the injured employee will be covered under Article 24 of this agreement. The injured employee (or designee) is responsible for securing an individual of the same classification, and possessing similar certifications, to complete any already approved upcoming trades the employee is to work. If the employee cannot secure a qualified replacement, the employee will be liable for any costs incurred by the City to secure a replacement and may be subject to disciplinary action.

## **ARTICLE 18 - WAGES**

### **Section 1**

The pay plan for ~~FY 2011 and FY 2012~~ FY 2014 and FY 2015 consists of the salary schedule at the end of this article.

a. Employees will not receive an 3.0% annual wage increase during FY 2011 or FY 2012 unless authorized by the City Commission. 2014 effective the first pay period following ratification by the bargaining unit.

b. An employee's base pay cannot exceed the maximum listed pay rate for the employee's classification.

### **Section 2**

a. The City shall evaluate employees annually on or before the employee's evaluation date and give the employee a copy of the annual evaluation.

- b. An employee who has received a less than satisfactory evaluation will be counseled as to performance every thirty (30) days thereafter. An improved rating must be received within ninety (90) days or management will take action to terminate or demote the employee.

### **Section 3**

The evaluation date shall be the date the employee entered, transferred, promoted, or was demoted to his/her current position classification. Firefighter/EMT's and Firefighter/Paramedic Trainees promoted to Firefighter/Paramedic shall retain their existing evaluation date. ~~Once an employee reaches the maximum pay for the classification held, then the evaluation shall be changed to December 1.~~ The employee's evaluation will be based on this date.

### **Section 4**

The work period for employees in the bargaining unit will be ~~three weeks~~ 28 days with draws on their payroll every two weeks.

### **Section 5**

Competitive examinations and/or criteria will be developed by the City for acting officer, driver/operator, hazardous material technician, self-contained breathing apparatus (SCBA) technician, Technical Rescue team member, and Bunker Gear Maintenance Technician.

- a. ~~Each year, t~~The City will budget \$58,000 for FY 2014 and \$63,800 beginning in FY 2015 for driver/operator pay. On September 30 of each year the City will calculate the number of shifts or major portion (12 hours or more) thereof, that each person served as a driver/operator. A pro rata share of the driver/operator pay will then be paid to each employee ~~and retiree at the~~  
~~end of the next pay period.~~

- b. ~~Each year, t~~The City will budget \$27,400 for FY 2014 and \$30,100 beginning in FY 2015 for acting officer pay. On September 30 of each year the City will calculate the number of shifts or major portions (8 hours or more) thereof, that each person served as an acting officer. Employees acting as Captain/District Chief shall be credited a 1.5 share per occurrence. A pro rata share of the acting officer pay will be paid to each employee ~~and retiree at the end of~~ the next pay period.
- c. Trade time, where the person working the trade performs these duties, will not affect this section.
- d. Any change in service level which adds or deletes the number of apparatus requiring driver/operators will result in an adjustment of the total amount available. This adjustment will be proportioned and will be done at the sole discretion of management.
- e. ~~Paragraphs a and b apply only to those persons who are employed by the Fire Rescue Department on September 30 or retired during the contract year ending September 30 and have performed applicable driving or acting duties in the contract year ending September 30.~~
- f e. Personnel who are assigned to the hazardous materials team will ~~have their bi-weekly~~ receive a salary incentive per payroll draw increased by of \$45. If federal, state, or county government gives a supplement for hazmat incentive, whichever is higher will be afforded the affected employee.
- g f. Lieutenants and Firefighter/Inspectors who are State and County certified paramedics will receive a salary incentive per payroll draw of \$60. Paramedic Lieutenants and Firefighter/Inspectors will not be counted toward minimum Paramedic staffing levels.

- h g. Qualified personnel assigned as SCBA technicians will receive a salary incentive per payroll draw of \$40. ~~Fire Administration will establish two such positions per shift.~~
  
- i h. Qualified personnel assigned as Technical Rescue team members will receive a salary incentive per payroll draw of \$35.
  
- j i. Qualified personnel assigned as bunker gear maintenance technicians will receive a salary incentive per payroll draw of \$35. ~~Fire Administration will establish two such positions per shift.~~
  
- k j. Firefighter/EMT's attending paramedic classes at the City's expense, pursuant to Department SOP's, will receive a salary incentive of 5% of base wages.

**Section 6**

When an employee leaves his/her regularly scheduled shift and is officially ordered to and reports back to work, he/she shall receive compensation for actual hours worked, with a minimum of two (2) hours pay at the overtime rate.

**Section 7**

When a employee is promoted, his or her salary shall be advanced as outlined in the City Personnel Rules and Regulations. Firefighter/EMT's and Firefighter Paramedic Trainees promoted to Firefighter/Paramedic ~~or Firefighter Inspector will remain in the same step in the pay plan~~ will receive a 15% pay increase. Firefighter Paramedics moving to Firefighter Inspector will be considered a lateral transfer ~~and remain in the same step in the pay plan.~~

**Section 8 – Fire Prevention**

a. Standby procedures, including the days and times standby will be assigned, shall be established by department management. Bargaining unit employees assigned to Fire Prevention shall receive standby pay equivalent to two (2) hours pay at their regular pay rate per week night and 3 hours pay at their regular pay rate for Saturdays, Sundays, and Holidays. Standby pay shall not count as hours worked for the purpose of computing overtime pay.

~~b. ——— Bargaining unit employees assigned to Fire Prevention Division will receive a salary incentive per ——— payroll period of \$20 for Investigator 2.~~

# Payplan

## **Firefighter/EMT**

Max ~~57,529~~ 58,680

Min ~~38,700~~ 39,474

## **Firefighter/Paramedic Trainee**

Max ~~45,275~~ 46,181

Min ~~40,635~~ 41,448

## **Firefighter/Paramedic**

Max ~~66,159~~ 67,482

Min ~~44,505~~ 45,395

**Firefighter/Inspector**

Max ~~66,159~~ 67,482

Min ~~44,505~~ 45,395

**Fire Lieutenant**

Max ~~69,510~~ 70,900

Min ~~55,248~~ 56,353



## **ARTICLE 19 - SENIORITY AND REDUCTION IN FORCE**

### **Section 1**

City seniority is an employee's most recent date of employment or reemployment with the City. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. City seniority shall be used for purpose of computing vacation accruals, service awards and other matters based on length of service.

### **Section 2**

Classification seniority is length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time.

### **Section 3**

Employees shall lose their seniority as a result of the following:

- a. Voluntary termination
- b. Retirement
- c. Termination for cause
- d. Layoff exceeding twelve (12) months
- e. Absent without authorized leave for two (2) consecutive working shifts
- f. Failure to return from military leave within the time limits prescribed by law

#### **Section 4**

A reduction in force within a classification shall be implemented in order of seniority within that classification, the least senior person first. Personnel subject to such layoff will revert to the next lowest classification they are qualified to fill, provided that the move does not require layoff of an employee with more departmental seniority.

#### **Section 5**

Employees in layoff status shall have recall rights for a period of twenty-four (24) months and have preference to positions in their layoff classifications over new applicants provided they have maintained required certifications for the position. Recall will be made by certified mail to the last address in the Employer's records. The recall notice must be answered within five (5) calendar days of its delivery for the notice to be effective.

#### **Section 6**

The Employer shall prepare a current seniority list and post same on all bulletin boards and update such list as needed.

#### **Section 7**

For the term of this labor agreement (expiration September 30, 2012), the City agrees to maintain the employment of all bargaining unit employees employed on or before October 1, 2011 in their current classification, excluding disciplinary action, promotion or action of the employee.

## **ARTICLE 20 - SAFETY**

### **Section 1**

The Employer and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. Safety equipment now provided (or similar equipment) will continue to be provided or replaced as needed by the City. The Union will cooperate and encourage the employees to work in a safe manner.

### **Section 2**

The Union may select one bargaining unit employee from each station and the Fire Prevention Division to be an active member of the Fire Rescue Department safety committee. The Fire Chief shall appoint a like number of Fire management employees to the committee. The committee meetings will be scheduled by the Fire Chief or his designee. At least one meeting shall be scheduled each calendar year quarter. Attendance at committee meetings will be compensable for the actual time attended.

### **Section 3**

It is the policy of the City of Largo that its employees shall not use unlawful drugs or abuse alcohol or legal drugs. The possession, use or sale of unlawful drugs by all employees, on or off duty, is expressly prohibited.

The Union and the City agree on the importance of a drug-free workplace. The Union supports and endorses the implementation of the Drug-Free Workplace Policy developed by the City in accordance with the Florida Drug-Free Workplace Act, Section 440.102, Florida Statutes, and associated State of Florida implementing rules. The following additional provisions shall also be in effect.

- a. All test results will be placed in the employee's medical file and not the personnel file.
  
- b. All specimen collecting and testing will be conducted by authorized medical professionals who shall maintain sole custody of all specimens. City supervisory personnel involvement regarding collections and testing shall be restricted to transporting the employee to the contracted medical facility.
  
- c. All bargaining unit employees shall be subject to reasonable suspicion testing for drugs and alcohol utilizing the testing procedures included in the Florida Drug-Free Workplace Act.
  
- d. If test results establish with reasonable scientific certainty that an employee is present at work or operating a City vehicle off duty with the presence of alcohol or unlawful drugs in the employee's system, the employee will be disciplined, up to and including discharge, with regard to alcohol and will be terminated with regard to unlawful drugs.
  
- e. In the event of a positive drug test result, the employee shall have the option of submitting the remainder of the test specimen to a laboratory acceptable to the employee, that complies with the Florida Drug Free Workplace Act standards, for a third and final test. The employee shall pay for this third test and be reimbursed by the City only if the results are negative. If the employee chooses this option, then the employee shall be placed in a leave without pay status until the final test results are reported to the City by the laboratory. If the results are negative, then the employee's lost pay will be restored. The City and Union agree that the third test results are final.

- f. Refusal by an employee to submit to alcohol or drug testing will result in termination of City employment.
  
- g. All written information and instructional material regarding implementation of this policy shall be provided to the Union for review and comment prior to distribution to employees.

**Section 4**

The Union and the City agree that, as a condition of employment, all those employees covered by the bargaining unit hired on or after October 1991 should not smoke or use tobacco in any form either on or off duty. Violation of said condition of employment may result in discipline up to and including termination.

**Section 5**

The Union and Fire Chief shall appoint an equal number of Fire Rescue Department employees to the Wellness Committee. The committee meetings will be scheduled by the Fire Chief or his designee. At least one meeting shall be scheduled each calendar year quarter. Attendance at committee meetings will be compensable for the actual time attended.

**Section 6**

In order to ensure that all bargaining unit members are medically capable of performing essential job functions and to provide early detection and prevention of physical or medical maladies, all employees shall be required to undergo an annual medical examination at the City's cost and by the City's physician. The scope and elements of the examination shall be determined by department management in consultation with the Wellness Committee.

- a. The examining physician shall report the results of the medical evaluation to the employee, including any medical condition(s) disclosed during the medical evaluation, and the recommendation as to whether the employee is medically certified to perform essential job functions.
- b. The examining physician shall inform fire management, in writing, as to whether or not the employee is medically certified to perform essential job functions. Reports submitted by the examining physician to fire management shall identify:
  - 1. If the employee is capable of performing essential functions of the position, or
  - 2. if the employee is not capable of performing essential functions of the position.
- c. If the examination shows an acute medical problem or chronic condition exists, that may limit the employee's ability to safely perform essential functions of their position, further consultation with the employee, fire management, and physician will be required. In such case, the employee shall permit disclosure, by the examining physician, of all medical records pertinent to the medical findings which prevents the employee from being medically certified for the position. Such records shall be maintained in the employee's medical file, separate from the personnel file. The employee shall be afforded those rights and privileges as provided by the Americans With Disabilities Act (ADA) and other applicable Federal and State laws and regulations. Management shall assist the employee in utilizing the employee health insurance, workers' compensation, and firefighter wellness and fitness programs to address any identified concerns, as appropriate.
- d. The department Wellness Committee will continue to monitor the firefighter wellness and fitness program.

## ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1 - General

- a. The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of grievances and to be used only for the settlement of disputes between Employer and employee, or group of employees, involving the interpretation or application of this collective bargaining agreement. All classified members of the bargaining unit shall have the option of utilizing the grievance procedure outlined in the City of Largo Rules and Regulations or the grievance procedure established under this Article, but such employee shall not use both procedures. The employee shall elect at the outset which procedure he/she will use and such election shall be binding.
  
- b. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance on behalf of any employee without his/her consent. Nothing in this Section shall be construed to prevent any employee from presenting, at any time, his own grievance, and having such grievances adjusted without the intervention of the bargaining agent if the adjustment is consistent with the terms of this Agreement and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.
  
- c. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this Agreement.
  
- d. The Union agrees to fulfill its duty to represent only members in the bargaining unit and to handle grievances for only members in the bargaining unit. The Union shall indemnify, defend, and hold the City, its officers, officials, agents and employees harmless against any

claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Union with respect to its responsibility to provide fair representation.

- e. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by management. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step.
  
- f. A grievance may be submitted under this procedure as a general or class grievance when the grievance is general in nature in that it applies to a number of employees having the same issue to be decided. A Union class grievance shall be presented directly at Step 3 to the Labor Relations Officer within the time limits provided for the submission of a grievance at Step 1. A decision on a specific class action grievance applies to all employees in the bargaining unit. No individual may file a separate grievance on the same set of circumstances pertaining to this specific grievance.
  
- g. Any Employer grievance will be filed with the Union President at Step 3. If the disposition of the grievance by the Union is not acceptable to the City at Step 3, the City has the unilateral right to bring the matter to arbitration. The City, as the grieving party, will use the same time limits as stipulated in Step 3.
  
- h. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.



- i. Work days will be interpreted for this Article to mean days that City Hall is open to the public.
  
- j. An employee grieving a disciplinary action that has been reviewed by the Fire Chief in a predisciplinary hearing, as provided in the Personnel Rules and Regulations, may file a grievance directly at Step 3.
  
- k. Grievances arising from a termination shall be filed directly at Step 3.

**STEP 1**

The aggrieved employee must submit a written grievance on the prescribed form to the District Chief having proper jurisdiction within ten (10) work days after the occurrence of the matter from which the grievance arose or when the employee becomes reasonably aware.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

- a. A statement of the grievance including date of occurrence, and details and facts upon which the grievance is based.
  
- b. The Article and Section of the Labor Agreement alleged to have been violated.
  
- c. The action, remedy or solution requested by the employee.
  
- d. Signature of aggrieved employee and Union representative, if applicable.

e. Reason for rejection of management's answer, if appealed.

f. Date submitted.

Grievances submitted which do not contain the above information shall be considered inappropriate and shall be declared null and void and returned to the employee or the Union as applicable.

The District Chief and a member of the Command Staff, as determined by management, within ten (10) work days of receipt of the grievance shall meet with the grievant and/or the Union representative, if applicable, to discuss and seek a solution to the grievance. Within ten (10) work days after the meeting, the District Chief shall give his written decision to the grievant and the Union representative.

## **STEP 2**

If the grievance is not resolved at Step 1, the aggrieved employee or the Union representative may submit a written appeal to the Fire Chief within ten (10) work days after receipt of the District Chief written answer.

Within ten (10) work days after receipt of the written appeal, the Fire Chief or designee will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. The Fire Chief or designee shall give a written decision to the grievant or the Union representative, as the case may be, within ten (10) work days of the meeting.

### **STEP 3**

If the grievance is not resolved at Step 2, the aggrieved employee or the Union representative may submit a written appeal to the Labor Relations Officer within ten (10) work days after the Fire Chief's or his designee's written answer. The Labor Relations Officer or his/her designee, if deemed appropriate, shall meet with the aggrieved employee, departmental management and Union representatives within ten (10) work days of receipt of the written appeal to discuss and seek a solution of the grievance. Within ten (10) work days after this meeting, the Labor Relations Officer or his/her designee shall give his/her written answer to the grievant and the Union representative as the case may be.

### **Section 2 - Documented Counseling**

a. A documented guidance and counseling session is not considered part of the progressive disciplinary process and is not grievable.

b. An employee who disagrees with a documented guidance and counseling session may submit a written response to the supervisor. Said response shall be filed with the documented guidance and counseling.

### **Section 2 3 - Arbitration Referral**

a. If the employee is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted only with Union approval to arbitration. If an appeal for arbitration, including a "Request for Arbitration Panel" form, is not filed with the Labor Relations Officer within ten (10) work days from the date of Step 3 answer, the grievance shall be considered settled on the basis of Step 3 answer.

- b. A list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service by the party requesting to arbitrate the controversy. Within ten (10) work days after receipt of the list, the parties shall meet and alternately cross out names on the list and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out first.
  
- c. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have the authority to determine any other issues not submitted to him.
  
- d. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer for the life of the Agreement.
  
- e. The arbitrator's fee and expenses, including cost of a transcript if so requested by the arbitrator, shall be borne by the losing party and shall be so stipulated by the arbitrator. In the event of a compromise award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
  
- f. Each party shall bear the full cost of its representation at all levels of the grievance procedure. The arbitrator should be requested to render his decision within thirty (30) calendar days after the close of hearing and submittal of briefs. Either party desiring a transcript will bear the expense of same.
  
- g. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify, providing the employee returns to work upon

conclusion of his testimony. Under this provision no more than one employee will be released from duty at a time. Any additional arbitration cost caused by this provision will be paid by the City. No off-duty employee who is a grievant or subpoenaed by the grievant against the City shall be compensated under this section.

- h. Arbitration proceedings will be held on City property, as mutually agreed.

## Largo Fire Rescue Grievance Form

Name of Grievant(s)

Date of Cause giving Rise to Grievance

Location of Alleged Violation

### Contract Article(s) and Section(s) of Alleged Violation

### Description of Alleged Violation

(Attach additional Sheets if necessary)

### Remedy Sought

Employee(s) signature

Union Representative Signature (If Applicable)

**Step One File Date**

Within 10 city days of occurrence

**Step One Meeting Date**

Within 10 city days of filing

**Step One Response and Date**

Within 10 city days of meeting

**Step Two File Date**

Within 10 city days of Step One response

**Step Two Meeting Date**

Within 10 city days of filing

**Step Two Response and Date**

Within 10 city days of meeting

**Step Three File Date**

Within 10 city days of Step Two response

**Step Three Meeting Date**

Within 10 city days of Step 2 filing

**Step Three Response and Date**

Within 10 days of Step 3 meeting

Grievance Resolved(Check One)

Level One ( )

Level Two ( )

Level Three ( )

Grievance Appealed to Arbitration

Date of Notification for Arbitration

Date List Received

Arbitrator

Date of Hearing

Date of Decision

## **ARTICLE 22 - WORK RULES AND PREVAILING RIGHTS**

### **Section 1**

It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the Employer, related to the purposes of the Fire Rescue Department, which judgment shall not be arbitrary, capricious or unreasonable. Those benefits and working conditions enjoyed and duties performed by members of the bargaining unit in the past and at the present time are presumed to be reasonable and proper.

### **Section 2**

Except where expressly modified by any provision of this Agreement, the provisions of the City of Largo Personnel Rules and Regulations as amended and the Fire Rescue Department Rules and Regulations as amended shall govern the relationship between the Employer, the Union and the employees covered hereunder.

### **Section 3**

Any Fire Rescue Department Rule or Regulation or any City of Largo Personnel Rule or Regulation in conflict with this Agreement shall be of no force or effect.

### **Section 4**

Except as otherwise expressly provided in this Agreement, any 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. Such changes, modifications or deletions shall not be done in an arbitrary or

capricious manner. Final authority to change, modify, delete or implement any rule or regulation rests with the City. Prior to implementing any change in the existing Fire Rescue Department rules or regulations, the City agrees to provide ~~ten (10)~~ fifteen (15) days written notice to a local IAFF representative and provide an opportunity to ~~begin discussing~~ discuss or bargain such change, if requested, within the ~~ten (10)~~ fifteen (15) day period.

### **Section 5**

The above language will not abridge any of the impact bargaining rights guaranteed to the bargaining unit by State Statutes.

### **Section 6**

Representatives of the City and the IAFF will meet, at a mutually agreed upon time, to discuss important matters, review the administration of the contract and to resolve problems that may arise. At least two of these labor-management meetings will be held during a fiscal year. If possible, five (5) calendar days advance notice shall be given and a written agenda shall be presented at the time the meeting is requested.

## **ARTICLE 23 - INSURANCE BENEFIT AND PERSONAL INSURANCE CREDITS PROGRAM (PIC)**

### **Section 1**

During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. As in the past, the City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact, but to inform the Union of the



proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union president. The findings of the committee shall be in the form of advisory recommendations to the City Manager and City Commission.

## **Section 2**

Employees may decline health insurance coverage only if they prove coverage through another group plan. Group plan is limited to a spouse's employer's group insurance plan, a current or previous employers' group insurance plan, Medicare, or military coverage.

## **Section 3**

The City shall participate in and provide employees with unemployment benefits and workers' compensation insurance benefits.

## **Section 4**

In addition to health and dental insurance, the benefit program includes other options offered by the City pursuant to applicable Internal Revenue Service Code provisions. Participation is pursuant to rules and regulations as promulgated by the Human Resources Department.

## **Section 5**

The annual benefit year shall commence on ~~January 1~~ October 1.

**Section 6**

Each employee will be provided dollars in the Personal Insurance Credits (PIC) program based on the premium for the City designated core health insurance option in accordance with the following schedule. Benefit dollars are allocated on a pro rata basis for employees hired during the year.

<b>Health Insurance Coverage</b>	
<b>Selected</b>	
<b>January 1, 2011—December 31, 2011</b>	
Single	90% premium plus 1,400 points
Dual	75% premium plus 1,000 points
Family	75% premium plus 1,000 points
Waive	90% single premium plus 1,000 points

<b>Health Insurance Coverage</b>	
<b>Selected</b>	
<b>Effective January 1, 2012</b>	
Single	90% premium plus 1,400 points
Dual	75% premium plus 1,000 points
Family	75% premium plus 1,000 points
Waive	5,000 points

**Section 7**

Bargaining unit members will be allowed to participate in a pretax payroll deduction program for benefits pursuant to the provisions of Section 125 of the Internal Revenue Service Code and City rules regarding such participation.

**Section 8**

The City will provide basic life insurance coverage for all bargaining unit employees in the amount as stipulated in the Personnel Rules and Regulations.

**Section 9**

The City shall provide all necessary Employer contributions for social security insurance.

**ARTICLE 24 - LINE OF DUTY INJURY PAY**

The Employer hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

- a. Compensation shall be payable under this Section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
  
- b. An injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.
  
- c. The amount of compensation paid shall be the amount required to supplement funds received

from the Florida Workers' Compensation Law and any other disability or other income plan provided by the Employer, either by law or by agreement, to the point where the sum of the supplement herein provided and all other payments herein described equal the employee's base weekly wage. No supplementary compensation will be paid for those injuries incurred while doing personal non-job-related projects.

- d. The term "disability" as used in this Section means incapacity, because of an in the line of duty injury, to engage in the same or any other employment.
  
- e. It is the intent of this Section to provide supplemental compensation for line of duty injuries only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of this Section, then the decisions concerning definition of those terms issued under the Florida Workers' Compensation Law shall control.
  
- f. To accomplish the supplement, the employee may have his/her sick leave account charged to supplement the workers' compensation payment up to 100% of base salary for up to a period of 180 calendar days. If an employee does not have sufficient sick leave to supplement, the employee will be allowed to use vacation and then a City-wide sick leave donation to that employee subject to the approval of the Fire Chief and the City Manager to supplement the workers' compensation for the first 180 days referenced. If additional time is necessary the employee, upon request to the Fire Chief and with approval of the City Manager, may be allowed to supplement up to an additional 180 calendar days. The decision by the Fire Chief and City Manager is non-grievable.
  
- g. An employee claiming this benefit shall notify his immediate supervisor of the injury being

claimed while on the same duty shift that the injury occurred.

- h. An employee claiming this benefit for an on-duty job injury shall accept light duty as determined by the Fire Chief or his designee, if the injury permits, or forfeit the benefit. The Employer shall provide any doctor's expenses necessary to make determinations of whether or not the employee can perform the light duties.

## **ARTICLE 25 - LEGAL BENEFITS**

### **Section 1**

The Employer agrees that, upon the request of an employee covered by this Agreement, it will undertake the defense of that employee against any civil damage suit where the complaint in the suit alleges that the employee was acting within the scope of his employment and does not allege that the employee acted with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety and property.

### **Section 2**

The Employer agrees that in a civil damage suit where a defense is requested by the employee and provided by the Employer, the Employer will indemnify that employee in accordance with Chapter 111.07 of Florida Statutes and Section 2-10 of the City Code of Ordinances, as may be amended from time to time.

## **ARTICLE 26 - MISCELLANEOUS**

### **Section 1**

Damaged Personal Property: Personal property of the employee that is lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired by the City subject

to the following restrictions. Damaged property must be turned in prior to any reimbursement.

- a. The maximum reimbursement for contact lenses, prescription eyeglasses and hearing aids shall be three hundred (\$300.00) dollars. Reimbursement in excess of \$300 will be based on documented medical necessity exclusive of eyeglass frames.
- b. The maximum reimbursement for watches and sunglasses shall be fifty (\$50) dollars per loss. One compensable loss per year allowed.
- c. Notification of the loss or damage to personal property shall be made within the shift in which the loss occurs.
- d. Reimbursement of lost or damaged personal property must be approved by the employee's immediate supervisor and the Fire Chief.
- e. Any personal property supplied by the employee other than that specifically delineated herein will not be subject to this Section.
- f. Copies of paid receipts for the replaced or repaired item(s) must be presented when requesting reimbursement. In the case of eyeglasses, contact lenses, and hearing aids, an estimate may be reimbursed with proof of repair or replacement to follow.

## **Section 2**

Personnel Files: On reasonable advance notice, employees shall be allowed to review their personnel

files. Official personnel files of employees covered by this Agreement shall be located in the Fire Administration office or the Human Resources Department.

### **Section 3**

Inoculation: The Employer agrees to pay reasonable expenses for inoculation or immunization shots for employees and members of an employee's immediate family residing in his household when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty.

### **Section 4**

~~Printing of Agreement: The Employer and the Union shall share the cost of~~ each be responsible for printing their own copies of this Agreement ~~and the number of copies shall be divided equally.~~

### **Section 5**

Personnel Management: Both parties agree that the number of employees in the department is a concern from both a safety perspective and from a level of service perspective. The Employer agrees to provide for the safety and health of its employees during the hours of their employment, including the reasonable provision of a safe number of employees in the department. Management officials retain the full and unrestricted right to the determination of the number of personnel needed to carry out the department's mission in a manner which is safe for the employee.

### **Section 6**

Department Attire Maintenance: All employees covered by this Agreement shall receive an annual four hundred fifty (\$450) dollars uniform cleaning allowance to cover the cost of cleaning and maintaining uniforms in accordance to department standards. ~~It is the intent of the City to pay the~~

~~uniform allowance as soon as possible after the execution of the Agreement in order to have personnel properly attired. Disbursement of the uniform cleaning allowance shall take place the second payroll period of October.~~ Uniform inspections will be conducted by the District Chief. Disciplinary action may be taken for employees who do not maintain their uniforms such as small repairs, buttons, patches, shoes, etc.

## **Section 7**

Employment: Outside employment is governed by Personnel Rules and Regulations. Employees will not engage in outside employment which might in any way hinder the proper performance of their public duties or impair the efficiency of the Fire Rescue Department. Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation, and responsibility are to the City of Largo. All employees are subject to call at any time for emergencies or overtime duty and no secondary employment may infringe on this obligation; employees will not be subject to disciplinary action unless personally contacted and ordered to report for duty.

## **Section 8**

Voting:

- a. The City shall, at the request of an employee who is assigned to work on the day of a Largo City, Pinellas County, State or National election, provide the employee an "absentee ballot request" and stamped envelope for use by the employee in requesting an absentee ballot. The Union will provide a list of employees in the bargaining unit requesting absentee ballots two weeks prior to the election.
- b. As to elections other than those listed above, or as to any election if the employee chooses, he may use the shift trade system for time off to vote without loss of acting pay for that shift. In order to accomplish a trade, employees must trade on a person-for-person, job-for-job basis; example, Firefighter/Paramedic trades for a Firefighter/Paramedic.



**Section 9**

~~Administrative procedures will be established by the Fire Rescue Department to provide for station assignments, acquisition of meal supplies, promotions and late procedures.~~

**Section 10 9**

All vacancies created by virtue of retirement, resignation, dismissals or death shall be filled by Fire Administration within a reasonable time as determined by the Fire Chief.

**Section 11 10**

A reasonable effort will be made to ensure equitable distribution of mandatory overtime. Fire Administration will make an effort to assure that mandatory overtime will not interfere with an individual's previously scheduled and approved leave.

**Section 12 11**

The employee will have the opportunity to take 12 hours off, with pay, for the employee's five-year incremental (5, 10, 15, 20, 25, 30, etc.) anniversary of City employment. The 12 hours must be taken during a single shift and should be taken during the employee's anniversary month.

**Section 13 12**

Employees covered by this Agreement who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States shall be entitled to leave from their respective duties without loss of pay for such time as they are in required training, for a total maximum of two hundred four (204) hours in any one fiscal year. Such employees who are involuntarily called to active duty shall be compensated in accordance with City Personnel Rules and Regulations in

effect at said time. Notice prior to the commencement of the leave will be required at the time the employee receives a verbal or written order or statement. Military leave will not be applied to shift roster more than 30 days in advance. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. When available, such order or statement must accompany the formal request for military leave. Implementation of this article will be in accordance with federal and state laws and rules.

### **Section 14 13**

EMS Performance Compensation Funds received from Pinellas County shall be paid in equal amounts to all bargaining unit employees upon receipt.

## **ARTICLE 27 - TUITION REIMBURSEMENT**

### **Section 1 - Educational Incentive**

The City shall reimburse full-time employees for approved training not to exceed five hundred dollars (\$500) per fiscal year for tuition only. The following guidelines will govern tuition reimbursement.

- a. Eligibility - Open to full-time employees who have been employed by the City for at least one year.
- b. Approved Training - Training approval will be made by the Fire Chief for courses which are related to the employee's present job or to a promotional position ~~which is offered by an~~  
~~approved technical or trade school~~ within the Fire Rescue Department. Approval must be granted prior to the beginning of the training.
- c. Recipients of Scholarships - An employee receiving a scholarship grant for education is not eligible for reimbursement.

- d. Cancellation of Approval - An employee who resigns or is dismissed from employment prior to the completion of an approved training course shall not be eligible for reimbursement. An employee who is laid off ~~or retires~~ or receives a disability retirement during the training shall be eligible for reimbursement upon successful completion of the training.
  
- e. Grade Requirement - Successful completion of training must be accomplished through a grade of "C" or better before reimbursement can be made. If a pass/fail grading system is utilized, then employee must receive a "pass" grade.
  
- f. Reimbursement - Upon the successful completion of training, a form will be secured from the Fire Rescue Department requesting reimbursement. This form and a copy of the employee's grade report along with a canceled check or receipt will be submitted as application for reimbursement.

**Section 2 - College Tuition Reimbursement**

The City shall reimburse Bargaining Unit members up to \$2,500 per fiscal year, including tuition and course materials, for approved college courses ~~leading to any degree (A.A., B.A., B.S., M.A., M.S., Ph.D.) in an approved course(s) of study~~ in a community college, college or university accredited by an agency recognized by the Council for Higher Education Accreditation (CHEA). The following guidelines will govern tuition reimbursement.

- 1. Eligibility - Open to full-time bargaining unit members who have been employed by the City for at least one year.
  
- 2. Approved Courses - Advanced requests must be submitted to the Fire Chief for approval at

- least 10 calendar days prior to the beginning date of the class. All requests must contain a course(s) description and explanation as to how the course(s) (or the degree being sought) is related to the bargaining unit member's employment with the Fire Rescue Department.
3. The City shall not provide tuition reimbursement if full tuition is paid by another source such as G.I. Bill, scholarship, grant, prepaid tuition program, etc., that the employee does not have to pay back. If the tuition is only partially funded from such other source, then the City shall provide tuition reimbursement in accordance with this article for the difference between tuition and books and that portion funded from such other resource.
  4. Cancellation of Approval - A bargaining unit member who resigns or is dismissed from employment prior to the completion of an approved course(s) shall not be eligible for reimbursement. A bargaining unit member who is laid off or receives a disability retirement during the course(s) shall be eligible for reimbursement upon successful completion of the course(s).
  5. Grade Requirement - A grade of "C" or better must be received before reimbursement will be made. If a pass/fail grading system is utilized, then employee must receive a "pass" grade.
  6. Reimbursement - Upon successful completion of the course(s), the bargaining unit member will submit a memo requesting reimbursement, along with proof of payment and grade report for the course(s) to the Fire Chief during the fiscal year in which the course(s) were completed.

## **ARTICLE 28 - PROMOTIONS**

### **Section 1**

Following an announcement defining and scheduling the promotional process and in accordance with

department standard operating procedures, all promotional vacancies shall be filled from an eligibility list which shall be effective for not less than twelve (12) months or more than 24 months as determined by the Fire Chief. The Chief will select each candidate from the top five (5) eligibles on the list. If the current eligibility list contains fewer than five individuals the Chief has the option of either preparing a new list or promoting from the current list. Candidate placement on the eligibility list will be based on a comprehensive evaluation process as determined by department policy.

## **Section 2**

The City agrees to administer a process to eligible employees, pursuant to department policy, for promotional selection. The City will post requirements and criteria with reasonable notice (approximately 90 days) to all employees within the bargaining unit. The Department will supply adequate study and reference materials for the purposes of preparing for the promotional process at least 90 days prior to testing.

## **Section 3**

The City will give preference to City employees in filling promotional vacancies when all other factors are equal.

# **ARTICLE 29 - SHIFT SELECTION**

## **Section 1**

Pursuant to Department Standard Operating Procedures, a policy for shift selection will be established and maintained. The City maintains its right to determine and modify organizational structure; to select, direct, transfer, assign and determine the number of personnel in fulfilling its duties. The Department intends to continue the policy of shift bidding for all personnel in the bargaining unit when practical. The City will not arbitrarily or capriciously reassign personnel. The Department reserves the right to reassign personnel for cause; however, the Department will not

reassign personnel for disciplinary reasons. If personality conflicts between unit members require a change in shift or station assignments the Fire Chief will consult with the Union President prior to any reassignment.

## **Section 2**

Once an employee successfully bids a position in accordance with Department Standard Operating Procedures, reassignment not for cause will be considered a temporary transfer and will be documented with a reasonable estimated duration.

# **ARTICLE 30 - RETIREMENT BENEFIT**

## **Section 1**

It is agreed that the City of Largo Municipal Police Officers and Firefighters Retirement Plan, as adopted by Ordinance 93-73, as amended, will remain in effect, except that the parties agree that the applicable City Code of Ordinance provisions will be amended to reflect the changes as outlined in Attachment A to this Article.

## **Section 2**

The Retirement Plan changes outlined in Attachment A will be implemented by the City of Largo by ordinance. A draft of the proposed amending ordinance will be presented to the IAFF for review prior to adoption by the City Commission.

**Police/Fire Retirement Plan  
Revisions**

**Premium Tax Revenue**

Plan Funding Level	Revenue to Pension Plan	Revenue to SHARE Plan
less than 80%	100%	0%
80% to 90%	75%	25%
greater than 90% to 100%	50%	50%
greater than 100%	0%	100%

Premium Tax Revenue (current) equals approximately \$400,000, which is the amount in excess of base amount as of the Sept 30, 2012 Actuary Report. Amount adjusted annually based on actual revenue received (SHARE Plan formula).

**Retirement Plan Benefits**

	Benefit Factor	Max Benefit	Normal Retirement	AFC Calculation	Payroll Contribution	DROP Period
<b>Future Employees</b> (hired after September 30, 2013)	2.75%	95%	25 yrs	5 yrs	8%	7 yrs
<b>Current Employees</b>	3.25% no change	95% 85% current	23 yrs no change	3 yrs no change	8% phased 5% current	7 yrs* 5 yrs current *new DROP participants

Phased Payroll Contribution Increase Effective October 1, 2013 (FY 2014) and each succeeding October 1 (fiscal year) thereafter, the employee payroll contribution will increase by 1%; however, such increase will not exceed half the percentage of the general wage increase granted bargaining unit/non-represented employees (as applicable) in that fiscal year, until the payroll contribution equals 8%.

**Retirement Plan Funding**

All premium tax revenue and employee contributions will be credited toward the actuarial funding requirements of the plan, with the City paying the balance. However, the minimum annual funding obligation of the City will be equivalent to 8% of payroll. In any years where the actuarial funding requirement is less than the premium tax revenue and the combined contribution from the City and the employees, any excess funds will be deposited in the Retirement Plan.

## **ARTICLE ~~30~~ 31 - SEVERABILITY AND WAIVER**

### **Section 1**

If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 2**

The exercise or non-exercise by the Employer or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or the right to exercise them in some other way in the future.

### **Section 3**

In the event of invalidation of any Article or Section, both the Employer and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Articles or Sections.

## **ARTICLE ~~31~~ 32 - ENTIRE AGREEMENT**

### **Section 1**

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles



all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

**Section 2**

Negotiations may be reopened during the life of the contract by written mutual agreement.

**ARTICLE ~~32~~ 33 - DURATION, MODIFICATION AND TERMINATION**

**Section 1**

The terms and conditions of this Agreement shall be effective as of ratification by both parties and shall continue in full force and effect until September 30, 2012 5. If either party desires to negotiate a successor Agreement, such party shall provide written notice to the other not later than May 1, 2012 5.

**Section 2**

If either party desires to renegotiate the provisions of Article 18 - Wages for FY 2015, such party shall provide written notice to the other not later than May 1, 2014.

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2427**

**AND**

**CITY OF LARGO**

**IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on \_\_\_\_ day of \_\_\_\_\_, 2014.**

**FOR THE CITY OF LARGO**

**LOCAL 2427 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

**BY: \_\_\_\_\_**  
**HENRY P. SCHUBERT**  
**Assistant City Manager**  
**Chief Negotiator**

**BY: \_\_\_\_\_**  
**DALE ROSKO**  
**IAFF President**

Ratified by the membership of the International Association of Firefighters, Local 2427, the \_\_\_\_ day of \_\_\_\_\_, 2014.

**BY: \_\_\_\_\_**  
**DALE ROSKO**  
**IAFF President**

Ratified by the City Commission, City of Largo, Florida, the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**BY:** \_\_\_\_\_

**PATRICIA S. GERARD**

**Mayor**

**BY:** \_\_\_\_\_

**NORTON W. CRAIG**

**City Manager**

**ATTEST:**

**REVIEWED AND APPROVED:**

**BY:** \_\_\_\_\_

**City Clerk**

**BY:** \_\_\_\_\_

**City Attorney**

## INDEX

ITEM	ARTICLE NO.
Acting Officer Pay.....	18
Anniversary.....	26
Arbitration.....	21
Bill of Rights.....	14
Bulletin Boards.....	10
Death Benefit.....	13
Driver/Operator Pay.....	18
Drug Free Workplace.....	20
Dues Deduction.....	6
Duration, Modification, and Termination.....	33
Employee Right to Representation.....	14
Employee Rights.....	14
EMS Performance Compensation Funds.....	26
Entire Agreement.....	32
FMLA.....	13
Funeral Leave.....	13
Grievance and Arbitration Procedure.....	21
Holidays.....	16
Hours of Work.....	11
Incentive Pay.....	18
Insurance Benefit.....	23
Jury Duty and Court Attendance.....	12
Leave Conversion.....	15
Legal Benefits.....	25
Line of Duty Injury Pay.....	24
Management Rights.....	3
Medical Examination.....	20
Military Leave.....	26
Miscellaneous.....	26
Non-Discrimination.....	8
Non-Scheduled Days.....	11
Outside Employment.....	26
Personal Insurance Credits.....	23
Personal Property Replacement.....	26
Pool Time.....	7
Preamble.....	1
Prohibition Against Strikes.....	9
Promotions.....	28
Representation of Employees.....	26
Representative of Parties.....	4
Residency.....	26
Retirement Benefit.....	30
Safety.....	20
Seniority and Reduction In Force.....	19
Severability and Waiver.....	31
Shift Selection.....	29
Sick Leave.....	13
Sick Leave Conversion.....	13
Smoking Policy.....	20
Standby Pay.....	18
Trade Time.....	17
Tuition Reimbursement.....	27
Uniform Maintenance Allowance.....	26
Union Business.....	7
Union Recognition.....	2
Union Representation.....	5
Vacation.....	15
Voting.....	26
Wages.....	18
Work Rules and Prevailing Rights.....	22
Workers' Compensation.....	24

**AGREEMENT FOR ROADWAY IMPROVEMENT  
CONSTRUCTION AND COST SHARING**

THIS AGREEMENT FOR ROADWAY IMPROVEMENT CONSTRUCTION AND COST SHARING (the "Agreement") is entered into as of \_\_\_\_\_, 201\_\_ by and between WALMART STORES EAST, L.P, a Delaware limited partnership, whose address is 2201 S.E. 10<sup>th</sup> Street, Bentonville, Arkansas 72716-0550; Attn: Real Estate Manager, FL-8703 (hereinafter "WalMart") and the CITY OF LARGO, FLORIDA, a political subdivision of the state of Florida, whose address is 201 Highland Avenue, Largo, Florida 33770 (hereinafter the "City").

**RECITALS**

WHEREAS, WalMart desires to construct a new retail facility on the property located at 990 Missouri Avenue N, Largo, Florida 33770 (the "Property") at the southeast corner of Rosery Road and Missouri Avenue in Largo, Florida; and

WHEREAS, WalMart has agreed to construct certain roadway and landscape improvements along Rosery Road adjacent to the Property line in order to offset or mitigate the transportation impacts of the aforementioned development; and

WHEREAS, the City and WalMart have agreed to certain terms and conditions associated with the construction, cost sharing and maintenance of the aforementioned roadway and landscape improvements as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto mutually agree as follows:

**AGREEMENT TERMS**

**Section 1.** Recitals. The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.** Obligations of the Parties.

A) Responsibilities of WalMart.

- i) WalMart shall construct, or cause to be constructed, certain improvements within the Rosery Road right-ofway adjacent to the Property in accordance with the Development Order SPR11210 Construction Plans for WalMart Store #1712-06, Sheet L-4 and Sheets R-1 through R-26 (the "Plans") which are attached hereto as Exhibit "A" and incorporated herein by this reference (collectively the "Improvements"). The Improvements shall include, but are not limited to, construction/installation of pavement, curb, gutters, drainage facilities, sidewalk and landscaping along the north and south sides of the right-of-way, and including construction of a bike path along the south side of the right-ofway, and construction of a median with landscaping within the right-ofway. Said Improvements shall be completed within one (1) year of the issuance of Development Order SPR11210.

- ii) Letter of Credit. WalMart shall furnish to the City Engineer an unconditional and irrevocable standby letter of credit for a period not to exceed one (1) year from issuance of the approved Development Order SPR11210, in an amount equal to one hundred and ten percent (110%) of the total estimated construction costs for construction/installation of the Improvements based on the WalMart Engineer of Record Certified Cost Estimate which is attached hereto as Exhibit "B."

The letter of credit shall be issued by a banking institution legally authorized to conduct business in the State of Florida and that has a physical location in Pinellas County, Florida. During the process of construction and installation of the Improvements, the City Engineer shall periodically reduce the dollar amount of the letter of credit on the basis of work completed, at a frequency and in amounts the City deems appropriate. At all times, sufficient funds shall remain to complete the balance of any incomplete Improvements.

The City has the right to draw sufficient funds against the letter of credit to secure satisfactory completion of the Improvements within the required time if WalMart fails to complete the incomplete Improvements, or fails to cure any other defect in the work, within thirty (30) days after receiving written notice from the City of the incomplete Improvements or defects, provided that the letter of credit may require that each sight draft for payment be accompanied by a statement, signed by an authorized official of the City and on City letterhead, certifying in essence that that the drafted funds are due the City by reason of WalMart's failure to (*as applicable*, complete, or cure certain defects in, Improvements) as required by the Agreement For Roadway Improvement Construction and Cost Sharing dated [*Insert Date*], by and between the City and Wal-Mart, related to Wal-Mart store #1712-06 in Largo, Florida. In each instance, the City shall apply all funds drawn against the letter of credit to complete such Improvements, or cure such defects therein, as cited in the City's aforementioned written notice to Wal-Mart that preceded the City's draft for payment

- iii) Warranty Bond. WalMart shall provide a one (1) year Warranty Bond equal to twenty percent (20%) of the cost of the Improvements commencing on the date the Improvements are completed and accepted by the City, as evidenced by a written acceptance signed by the City Manager. The Warranty Bond shall provide a guarantee for workmanship and materials for the Improvements and shall be submitted upon completion of the Improvements

utilizing the form attached hereto as Exhibit "C." Acceptance of the Improvements by the City Manager shall be conditioned upon WalMart's delivery of the required Warranty Bond upon completion of the Improvements. In the event of failure or substantive deterioration (to be determined at the City's sole discretion) of any of the Improvements during the one (1) year warranty period, WalMart shall be responsible for replacement of the failed or deteriorated Improvements, as necessary at WalMart's sole cost and expense.

1. WalMart warrants and guarantees to the City that all Improvements will be constructed in accordance with the approved Development Order SPR11210. Prompt notice of all defects shall be given to WalMart. All defective Improvements, whether or not in place, may be rejected, corrected or accepted in the City's sole discretion. The City shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Improvements to an extended warranty period of one (1) year after the defect has been remedied. The Surety shall be bound with and for WalMart in WalMart's faithful observance of the warranty.
  2. The City and its representatives will have access to the Improvements at reasonable times for their observation, inspection and testing. WalMart shall provide proper and safe conditions for such access. Neither observations by the City or its representatives, nor inspections, tests or approvals by others, shall relieve WalMart from WalMart's obligations to complete the Improvements in accordance with the Plans.
- iv) WalMart shall be solely responsible for all costs and expenses associated with the construction of the Improvements as outlined herein, with the exception of those items to be paid by the City as outlined in Section 2(B) below.
- v) Watering of all landscaping and trees included in the Improvements shall be the responsibility of WalMart for the initial (but not any extended) one (1) year warranty period as described above.

B) Responsibilities of the City.

- i) The City shall be responsible for the costs associated with the purchase of all trees to be planted as part of the Improvements in an amount not to exceed \$24,900. This cost is based on the WalMart Engineer of Record Certified Cost Estimate for this portion of Improvements (Exhibit "B"). Any costs for the purchase of trees in excess of this amount shall be borne solely by WalMart. WalMart shall be solely responsible for the installation of all trees and any costs associated therewith.
- ii) The City shall be responsible for the costs associated with construction of the Improvements north of and including the westbound travel lane of Rosery Road (the "North Right-ofWay Improvements") in an amount not to exceed \$175,000. This cost is based on the estimate provided in Exhibit "B" for this portion of the Improvements. Any costs for the North Right-ofWay Improvements in excess of this amount shall be borne solely by WalMart.

C) Payment Terms and Conditions.

- i) The City shall pay WalMart all costs associated with installation of the North Right-ofWay Improvements on a reimbursement basis. Upon completion of the North Right-ofWay Improvements, WalMart shall submit an invoice to the City Engineer for review and payment. Said invoice shall include any supporting documentation as required by the City Engineer to confirm the work included therein has been completed and accepted by the City. Any invoice deemed insufficient or incomplete shall be returned to WalMart, with a reasonable explanation of the deficiencies as determined by the City, to remedy such deficiencies by providing corrective documentation to the City within ten (10) days. In the event WalMart fails to remedy any deficiencies or provide additional documentation to the City as requested, the City will pay only that portion of any invoice which the City Engineer has approved for payment.
- ii) Intentionally Omitted.

**Section 3.** Miscellaneous Terms.

- D) Entire Agreement. This Agreement contains the entire agreement between the parties regarding the subject matter hereof. Any previously existing oral or written agreements between the parties shall be terminated as of the date of the Agreement and shall be deemed to be hereafter null and void and of no further force and effect whatsoever. Any modifications to this Agreement must be in writing and signed by all parties hereto.



- E) Choice of Law and Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for the purposes of any actions arising out of this Agreement shall lie solely in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for state actions and in the United States District Court for the Middle District of Florida, Tampa Division, for federal actions. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision, shall be deemed null and void to the extent of such conflict, and shall be deemed severable from, and shall not invalidate, any other provision of this Agreement.
  
- F) Successors and Assigns. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns. This Agreement may not be assigned or transferred in any manner without the express, written consent of the other party hereto.
  
- G) Insurance. Wal-Mart, at its sole cost and expense, shall keep in force during the period of construction of the Improvements, insurance in a form and amount acceptable to the City's Risk Manager. The required insurance shall be evidenced by a Certificate of Insurance providing the types and amounts of coverage stated below, which must be submitted to, and approved by, the City's Risk Manager prior to commencement of construction of the Improvements. Any insurer executing a policy required hereunder shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and to do business in the State of Florida.

The Certificate of Insurance shall bear requisite endorsements providing for the "City of Largo, its elected officials and employees" as additional insured and shall provide for waiver of subrogation by Wal-Mart, its contractor and/or subcontractor(s), where applicable. The Certificate(s) issued pursuant to this Agreement shall bear the name of the insured, the name of the insurer, the number of the policy, its effective date and its termination date.

Wal-Mart shall provide immediate notice of any Wal-Mart initiated cancellation, non-renewal or adverse change to the policy or policies required to be obtained or maintained pursuant to this Agreement. Wal-Mart shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by the insurer(s).

Wal-Mart shall provide on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, Comprehensive General Liability Insurance with a minimum limit of \$1,000,000 per occurrence combined single limit to include:

Per Occurrence Limit	\$1,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Premises	\$100,000

Failure to comply with this requirement shall subject this Agreement to immediate cancellation. However, notwithstanding anything to the contrary contained in this Subsection D, so long as the net worth of Wal-Mart shall exceed \$100,000,000.00, Wal-Mart shall have the right (in whole or in part) to self-insure as to, and retain the financial risk for, any claim, instead of procuring third party insurance coverage.

H) Indemnification. The parties recognize that Wal-Mart is an independent contractor. Wal-Mart agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement by Wal-Mart's contractors and subcontractors, but excluding any such matters to the extent attributable to wrongful or negligent action or inaction by the City, its commissioners, mayor, officers, employees, agents, or attorneys. Wal-Mart's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Wal-Mart, its contractors or subcontractors against the City. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Wal-Mart shall assume control of the defense of any claim asserted by a third party against the City and, in connection of such defense, shall appoint lead counsel, in each case at Wal-Mart's expense. The City shall have the right, at its option and expense, to participate in the defense of any third party claim, without relieving Wal-Mart of any of its obligations hereunder. If Wal-Mart assumes control of the defense of any third party claim in accordance with this paragraph, Wal-Mart shall obtain the prior written consent of the City before entering into any settlement of such claim, such consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding anything to the contrary in this Section, Wal-Mart shall not assume or maintain control of the defense of any third party claim, but shall pay the reasonable fees of counsel retained by the City and all expenses, including experts' fees, if (i) an

adverse determination with respect to the third party claim would, in the reasonable and good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) Wal-Mart has failed or is failing to prosecute or defend the third party claim with reasonable diligence. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim, and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

- I) Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver, release or modification of the same. Such a waiver, release or modification shall be effected only through a written modification, release or waiver as applicable.
- J) Severability. Should any section or part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any part of any section of this Agreement.
- K) Official Notice. All notices, requests, demands, invoices or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, at the address(es) below. Either party may change the below-listed address(es) at which it receives written notices by providing notice of such change to the other party in accordance with this paragraph.

WAL-MART: Wal-Mart Stores East, LP  
Attn: Real Estate PM/Design, FL  
2001 S.E. 10th Street  
Bentonville, AR 72716-5520

With a copy to:  
Wal-Mart Stores East, LP  
Attn: Legal RECON, FL  
2001 S.E. 10th Street  
Bentonville, AR 72716-5560

CITY: Mr. Leland Dicus, P.E., City Engineer  
City of Largo, Florida  
P.O. Box 296  
Largo, Florida 33779-0296

With a required copy to:

City Attorney  
City of Largo, Florida  
P.O. Box 296  
Largo, Florida 33779-0296

I) This Agreement may be signed in counterparts, including electronic signature, and the same shall together constitute one and the same valid instrument. Signature pages may be detached from the counterparts and collated to physically form one document.

**[Signature page follows.]**

IN WITNESS WHEREOF the parties hereto have caused these present to be executed on the year and day first above written.

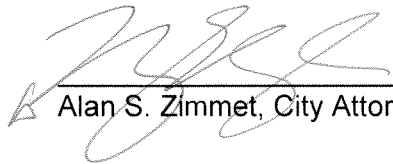
**CITY OF LARGO, FLORIDA**

\_\_\_\_\_  
Norton Craig, City Manager

ATTEST:

\_\_\_\_\_  
Diane Bruner, City Clerk

REVIEWED AND APPROVED:

  
\_\_\_\_\_  
Alan S. Zimmet, City Attorney

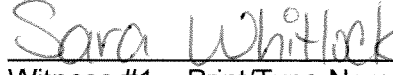
**WAL-MART STORES EAST, LP**, a Delaware limited partnership


By: WSE Management, LLC, a Delaware limited liability company, Its general partner:


by:   
\_\_\_\_\_  
Daniel Mallory, Vice President

WITNESSES:

  
\_\_\_\_\_  
Witness #1 – Signature

  
\_\_\_\_\_  
Witness #1 – Print/Type Name

  
\_\_\_\_\_  
Witness #2 – Signature

  
\_\_\_\_\_  
Witness #2 – Print/Type Name

**EXHIBIT A**

In Construction Plans for Wal-Mart Store #1712-06  
990 Missouri Avenue, Largo, Florida  
Dated July 29, 2013  
Prepared by CPH, Inc.

Sheet L-4  
Sheets R-1 through R-26

**EXHIBIT B**

Wal-Mart Engineer of Record  
Certified Cost Estimate

**EXHIBIT C**

Warranty Bond Form

**Warranty Bond**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, hereinafter called "Principal", and \_\_\_\_\_, a duly organized corporation, nationally recognized surety company licensed and/or registered to engage in the surety business in the State of Florida and enter into agreements of surety with a resident agent licensed and having an office in Florida and existing under and by virtue of the laws of the State of Florida, hereinafter called "Surety," are held and firmly bound unto the City of Largo, a political subdivision of the State of Florida, hereinafter called "City," in the penal sum of \_\_\_\_\_ U.S. Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed and installed certain improvements at the southeast corner of Rosery Road and Missouri Avenue in Largo, Florida which include, but are not limited to pavement, curb, gutters, drainage facilities, sidewalk and landscaping along the north and south sides of the Rosery Road right-of-way, and including construction of a bike path along the south side of the Rosery Road right-of-way, and construction of a median with landscaping within the Rosery Road right-of-way (the "Improvements"); and

WHEREAS, the aforementioned Improvements were made pursuant to plans and specifications for the Rosery Road Improvements associated with the construction of a new WalMart retail center at the corner of Rosery Road and Missouri Avenue; and

WHEREAS, the Principal is obligated to protect the City against any defects resulting from faulty materials, equipment or workmanship of said Improvements and to maintain said Improvements for a period of twelve (12) months beginning then this obligation shall be null and void, otherwise it shall remain in full force and effect.

THE CITY shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which the Principal shall have to correct said defect.

THE SURETY unconditionally covenants and agrees that if the Principal fails to correct said defect(s), within the time specified, the Surety, upon thirty (30) days written notice from the CITY OF LARGO OR ITS AUTHORIZED AGENT OR OFFICER, of the defect will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to, engineering, legal and contingent cost(s). Should the Surety fail or refuse to correct said defect(s), the CITY OF LARGO, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said Improvements shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said Improvements to which the Principal and Surety unconditionally agree.



The Principal and Surety further jointly and severally agree that the CITY OF LARGO at its sole option, shall have the right to correct said defect(s) resulting from the faulty materials, equipment or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the CITY should exercise and give effect to such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including, but not limited to, engineering, legal and contingent cost(s), together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defect(s).

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, 2013 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print/Type Name

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

(CORPORATE SEAL)



ENGINEERS OPINION OF PROBABLE COST

PROJECT: ROSERY ROAD  
(NORTH) RECONSTRUCTION

ESTIMATED BY: SDF  
DATE: 12/16/2013  
CHECKED BY:

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	AVERAGE UNIT COST	TOTAL COST
101-1	MOBILIZATION (4%)	LS	1	5,414.58	\$5,414.58
102-1	MAINTENANCE OF TRAFFIC (7%)	LS	1	9,475.51	\$9,475.51
104-1	ARTIFICIAL COVERINGS FOR EROSION CONTROL	SY	3.94	1.39	\$5.47
104-10-3	SEDIMENT BARRIER	LF	434	1.00	\$434.00
104-15	SOIL TRACKING DEVICE	EA	1	1,858.42	\$1,858.42
104-18	INLET PROTECTION	EA	16	72.88	\$1,166.08
110-1-1	CLEARING & GRUBBING	AC	1	7,587.69	\$3,793.85
160-4	TYPE 'B' STABILIZATION	SY	1409	2.63	\$3,704.75
285-708	OPTIONAL BASE, BASE GROUP 8	SY	1212	11.91	\$14,440.04
327-70-6	MILLING EXIST. ASPH. PAVT, 1 1/2" AVG DEPTH	SY	123	1.72	\$212.27
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	100	86.92	\$8,694.61
337-7-31	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, RUBBER	TN	110	114.79	\$12,651.01
425-1-331	INLETS, CURB, TYPE P-3, <10'	EA	5	4,012.00	\$20,060.00
425-1-341	INLETS, CURB, TYPE P-4, <10'	EA	1	4,853.62	\$4,853.62
425-1-351	INLETS, CURB, TYPE P-5, <10'	EA	0	3,321.25	\$0.00
425-1-711	INLETS, GUTTER, TYPE V, <10'	EA	0	2,770.95	\$0.00
425-2-41	MANHOLES, P-7, <10'	EA	0	3,393.73	\$0.00
425-2-61	MANHOLES, P-8, <10'	EA	0	2,293.11	\$0.00
425-2-91	MANHOLES, J-8, <10'	EA	1	4,734.62	\$4,734.62
425-5	MANHOLE, ADJUST	EA	0	453.22	\$0.00
425-10	YARD DRAINS	EA	10	666.45	\$6,664.50
430-174-112	PIPE CULVERT, RCP 12"	LF	3	70.20	\$210.60
430-174-115	PIPE CULVERT, RCP 15"	LF	156	89.85	\$14,016.60
430-174-118	PIPE CULVERT, RCP 18"	LF	0	44.35	\$0.00
430-174-124	PIPE CULVERT, RCP 24"	LF	0	59.98	\$0.00
430-174-130	PIPE CULVERT, RCP 30"	LF	9	86.37	\$777.33
436-1-1	TRENCH DRAIN, STANDARD	LF	49	110.50	\$5,414.50
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	759	13.12	\$9,960.97
520-2-4	CONCRETE CURB, TYPE D	LF	0	16.70	\$0.00
520-3	VALLEY GUTTER - CONCRETE	LF	0	17.47	\$0.00
522-1	SIDEWALK CONCRETE, 4" THICK	SY	228	27.06	\$6,180.23
522-2	SIDEWALK CONCRETE, 6" THICK	SY	379	34.92	\$13,239.22
570-1-2	PERFORMANCE TURF, SOD	SY	394	1.93	\$760.42
700-20-11	SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	1	253.17	\$253.17
700-20-40	SIGNLE POST SIGN, RELOCATE	AS	0	84.35	\$0.00
705-11-3	DELINEATOR, FLEXIBLE HIGH VISIBILITY	EA	0	137.84	\$0.00
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	0	3.27	\$0.00
711-11-111	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	NM	0.128	3,807.78	\$487.40
711-11-123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	LF	56	1.57	\$87.92
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	70	3.58	\$249.78
711-11-151	THERMOPLASTIC, STANDARD, WHITE, DOTTED/GUIDELINE/6-10 EXT, 6"	LF	100	0.85	\$85.00
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	2	128.71	\$257.42
711-11-170	THERMOPLASTIC, STANDARD, WHITE, ARROW	EA	2	55.34	\$110.68
711-11-211	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	NM	0.000	3,806.69	\$0.00
711-11-251	THERMOPLASTIC, STANDARD, YELLOW, DOTTED/GUIDELINE/6-10 EXT, 6"	LF	0	0.88	\$0.00
	Golden Dewdrop, Duranta Erecta 3 GAL., 30" O.C.	EA	100	\$10.00	\$1,000.00
	Emerald Goddess, Liriope Muscari 1 GAL., 24" O.C.	EA	681	\$5.00	\$3,405.00
	Argentine Bahia Sod	SF	6000	\$0.20	\$1,200.00
	Mini Pine Bark	CY	40	\$40.00	\$1,600.00
	Remove Soil in Planted Areas to depth of 18" and replace w/ new topsoil, pH 6.0-7.0 with 5% organic content	SF	7406	\$0.75	\$5,554.50
	1-year watering for all Rosery Rd project landscaping	LS	1	\$12,000.00	\$12,000.00
<b>PROJECT SUB-TOTAL</b>					<b>\$175,014.05</b>
<b>5% CONTINGENCY</b>					<b>\$8,750.70</b>
<b>GRAND TOTAL</b>					<b>\$183,764.75</b>

THE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR MATERIALS OR EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COST, AS PROVIDED HERE, ARE MADE ON THE BASIS OF THE ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENTS THE ENGINEER'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSAL BOS OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM OPINIONS OF PROBABLE COST PREPARED FOR THE OWNER. UNIT PRICES ARE BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION HISTORICAL UNIT PRICE LIST. UNIT PRICES MAY HAVE BEEN ADJUSTED TO REFLECT SIZE OF PROJECT, RELATED EXPENSES, AND RURAL LOCATION.

ARIEL P. ELVAMBUENA  
P.E. REG.#66657

**OPINION OF PROBABLE COST**

PROJECT: ROSERY ROAD  
 LANDSCAPING (MATERIALS, INSTALLATION, 1-YR WARRANTY)

DATE: 12/19/2013

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
	Trident Maples 2" cal., B&B single trunk, 14' ht	EA	25	\$425.00	\$10,625.00
	Sylvestris Date Palms 18'-19' CT	EA	3	\$4,930.00	\$14,790.00
<b>PROJECT SUB-TOTAL</b>					<b>\$25,415.00</b>
<b>5% CONTINGENCY</b>					<b>\$1,270.75</b>
<b>GRAND TOTAL</b>					<b>\$26,685.75</b>

THE ENGINEER HAS NO CONTROL OVER THE COST OF LABOR MATERIALS OR EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COST, AS PROVIDED HERE, ARE MADE ON THE BASIS OF THE ENGINEER'S EXPERIENCE AND QUALIFICATIONS AND REPRESENTS THE ENGINEER'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. THE ENGINEER CANNOT AND DOES NOT GUARANTEE THAT PROPOSAL BIDS OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM OPINIONS OF PROBABLE COST PREPARED FOR THE OWNER. UNIT PRICES ARE BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION HISTORICAL UNIT PRICE LIST. UNIT PRICES MAY HAVE BEEN ADJUSTED TO REFLECT SIZE OF PROJECT, RELATED EXPENSES, AND RURAL LOCATION.