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# Collective Bargaining Agreement

between

The Town of Lake Park

and

The Federation of Public Employees, A Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 2008 — September 30, 2011

## TABLE OF CONTENTS


PREAMBLE ..... 3
ARTICLE I RECOGNITION ..... 4
ARTICLIE 2 NON-DISCRIMINATION ..... 4
ARTICLE 3 DUES DEDUCTION ..... 5
ARTICLE 4 UNION BUSINESS ..... 6
ARTICLE 5 BULLETIN BOARD ..... 7
ARTICLE 6 PROHIBITION OF STRIKES ..... 8
ARTICLE 7 MANAGEMENT RIGHTS ..... 9
ARTICLE 8 GRIEVANCE AND ARBITRATION ..... 11
ARTICLE 9 DOCUMENTS ..... 13
ARTICLE 10 PROMOTIONAL POLICIES ..... 13
ARTICLE 11 PROBATIONARY PERIOD ..... 13
ARTICLE 12 SENIORITY AND LAY-OFF ..... 14
ARTICLE 13 PHYSICAL EXAMINATIONS ..... 16
ARTICLE 14 HOURS OF WORK AND OVERTIME COMPENSATION ..... 17
ARTICLE 15 WORKING OUT OF CLASSIFICATION ..... 18
ARTICLE 16 SAFETY AND EQUIPMENT ..... 18
ARTICLE 17 TRAINING ..... 18
ARTICLE 18 EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES ..... 19
ARTICLE 19 EDUCATION ..... 21
ARTICLE 20 HOLIDAYS ..... 22
ARTICLE 21 VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE ..... 23
ARTICLE 22 MAJOR ILLNESS LEAVE ..... 26
ARTICLE 23 FUNERAL LEAVE ..... 27
ARTICLE 24 JURY DUTY ..... 27
ARTICLE 25 INSURANCE ..... 28
ARTICLE 26 PAY PLAN ..... 29
ARTICLE 27 ILLNESS/INJURY IN THE LINE OF DUTY ..... 31
ARTICLE 28 PENSION FUND ..... 32
ARTICLE 29 SAVINGS CLAUSE ..... 32
ARTICLE 30 DURATION OF AGREEMENT ..... 33
Exhibit "A" Application for Membership ..... 34
Exhibit "B" Employee's Statement of Grievance ..... 36
Exhibit "C" Alcohol and Drug Policy ..... 37

## PREAMBLE

This Agreement is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town" and Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

## ARTICLE I
## RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Custodian, Dock Attendant, Equipment Operator I, II, and III, Facilities Maintenance Worker I, II, and III, Facilities Mechanic I and II, Grounds Maintenance Crew Leader, Irrigation Technician I and II, Maintenance Craftsman, Maintenance Worker II and III, Mechanic I and II, Operations Technician, Traffic Maintenance Technician II, and Stormwater Technician I and II. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under PERC Certification No. 1504, in case no. EL-2004-039 as it relates to RC-2004-041, dated September 20, 2004 and UC – 2007 - 016 dated October 10, 2007. Both parties shall stipulate to a unit clarification petition, which will amend the certified unit description to that noted above and this recognition shall be subject to the ultimate approval of PERC.

## ARTICLE 2
## NON-DISCRIMINATION

Section 1. All reference in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of sex, color, religion, race, creed, age, national origin, marital status, political affiliation, sexual orientation, or handicap.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, creed, sex, national origin, marital status, handicap, sexual orientation, religion or political affiliation.

## ARTICLE 3
## DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

## ARTICLE 4
## UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

(a) Absence of the employee would jeopardize Town operations,

(b) Absence of the employee would result in overtime,

(c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

a. Soliciting public employees during working hours of any employee who is involved in the solicitation.

b. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

## ARTICLE 5
## BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

## ARTICLE 6
## PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their-duties of employment with the Town of Lake Park, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collecting bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up and to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

## ARTICLE 7
## MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Employee Handbook, not in conflict with this Agreement, including but not limited to the following:

(a) To manage and direct the employees of the Town.

(b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.

(c) To suspend, demote, discharge or take other disciplinary action against employees for cause.

(d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.

(e) To maintain the efficiency of the operations of the Town.

(f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

(g) To determine the organization to Town Government.

(h) To determine the number of employees to be employed by the Town.

(i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.

(j) To determine internal security practices.

(k) To determine matters included in Employee Handbook and Administrative Orders.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

## ARTICLE 8
## GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined as any dispute arising between the Town and the Union or any bargaining unit employee over the application or interpretation of this Agreement and shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10). working days of the conclusion of the Step I informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the

time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

## ARTICLE 9
## DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

## ARTICLE 10
## PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filing a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

## ARTICLE 11
## PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first one hundred eighty (180) calendar days of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

## ARTICLE 12
## SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of an employee's full-time and regular part-time continuous service within the bargaining unit recognized by this agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

(a) resignation;

(b) discharge;

(c) lay off for a period of more than twenty-four (24) months;

(d) retirement;

(e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become permanent full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are qualified within the bargaining unit.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee (based upon performance and

evaluations) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the certified mail.

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

## ARTICLE 13
## PHYSICAL EXAMINATIONS

Section 1. If there is reasonable suspicion of possession of, use of, or being under the influence of alcohol and/or illegal drugs while on duty the employee shall be tested for the presence of such substances in accordance with the procedure which shall be set forth in EXHIBIT "C" to this Agreement.

Section 2. The Employer agrees to maintain group medical, major medical, hospitalization, dental, vision and prescription insurance in amounts and coverage similar to those which are currently being provided as of the date of execution of the Agreement. The employer will provide life/accidental death and dismemberment insurance as approved by the Town Commission from time to time when insurance bids are taken. The Town has a Drug Free Workplace plan and Public Works employees are subject to DOT regulations. Drug testing will take place according to these documents. For non work related disabilities short term disability insurance covers employee's after a 2 week waiting period for 13 weeks after approval from the carrier. Worker's Comp injuries are covered after a 7 day waiting period, and approved cases are covered at 66-2/3 salary. Employees must use physicians under the Town's carrier plan.

The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Section 3. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

## ARTICLE 14
## HOURS OF WORK AND OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

Section 2. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. If an emergency occurs as described in Article 7, Section 3 and the Town services are cancelled due to an Act of God or other emergency conditions, full-time employees will be paid their regular day's pay, although the normal hours of work may need to be adjusted. In such situations, employees must make themselves available for work if requested to appear by the Town. If employees are advised not to appear for work by the Town, they shall be paid their regular compensation.

## ARTICLE 15
## WORKING OUT OF CLASSIFICATION

Section1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for eight (8) hours or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for eight (8) hours or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

## ARTICLE 16
## SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as is required.

Section 2. Safety shoes shall be worn by employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

## ARTICLE 17
## TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.

## ARTICLE 18
## EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of the infraction within five (5) business days after the occurrence of the infraction or five (5) business days or after the last witness was interviewed in the case of an investigation.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity of the infraction.

Section 2. Types of disciplinary actions that may be taken against Town employees may include:

(a) Documented Written Verbal reprimand

(b) Written reprimand

(c) Suspension of one (1) to three (3) days without pay

(d) Suspension greater than three (3) days without pay

(e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Collective Bargaining Agreement or any terms and conditions of employment.

## ARTICLE 19
## EDUCATION

Section 1. The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

Section 2. The Town agrees to pay the cost of tuition for approved programs at an accredited community college or college, for employees provided such program approval and courses are approved in advance by the Department Head.

Section 3. When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

Section 4. Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

Section 5. The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all costs and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

Section 6. Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

| | |
|---|---|
| Grade A or equivalent | 100 percent reimbursement |
| Grade B or equivalent | 80 percent reimbursement |
| Grade C or equivalent | 50 percent reimbursement |
| Below C | No reimbursement |

Section 7. Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town

the total monies expended on his behalf, under this Article, by the Town. Such monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

Section 9. All employees seeking to have education paid under this Article shall apply to the Department Head for approval in writing on or before April 1 of each year, in order to permit such funds to be included in the Department's proposed budget for the subsequent budget year. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

## ARTICLE 20
## HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day
Martin Luther King's Birthday
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
Employee's Birthday
Floating Holiday

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

## ARTICLE 21
## VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

### VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

| | Hours/Bi-weekly Pay Period | Days |
|---|---|---|
| Through completion of 5 years service | 5.0 | 16 |
| 6 years through completion of 10 years service | 6.0 | 19.5 |
| After completion of 10 or more years of service | 8.0 | 26 |

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); Upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

## SICK LEAVE

Section 9: All full-time employees shall accrue sick leave at the rate of 1.56 hours per pay period, or five (5) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 10: To be granted sick leave with pay, the following procedures must be strictly adhered to:

(a) The employee shall notify the Department Head or their supervisor not later that one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employees absence shall result in an unauthorized leave without pay for that day.
(b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
(c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
(d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.
(e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

## TERMINAL PAY

Section 11. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

| | |
|---|---|
| 0-5 years full-time service leave | 25 % times the number of days (or hours) of accumulated sick |
| 6-10 years full-time service leave | 37.5 % times the number of days(or hours) of accumulated sick |
| 10+ years full-time service leave. | 50 % times the number of days (or hours) of accumulated sick |

PERSONAL LEAVE:

Section 12. Employees may use three (3) days of sick leave per fiscal year designated as personal leave.

Section 13. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 14. Personal Leave can not be carried over from year to year.

## ARTICLE 22
## MAJOR ILLNESS LEAVE

Section 1. Major Illness Leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 2. Employees requesting the use of Major Illness Leave must submit a Physician Certificate documenting the illness. A doctor's statement of "fitness for duty" shall also be required in order to return to work. Major Illness Leave shall only be used after the $10^{th}$ working day of the documented major illness. Employees must use sick leave for the first ten (10) working days of the documented major illness. Should the employee not have sufficient sick leave to cover the first ten (10) working days of the documented major illness, the employee shall be paid the amount of sick leave that is available and will not receive any payment until after tenth ($10^{th}$) working day of the documented major illness at which time the employee shall be paid using the Major Illness Leave that is available at their prevailing rate.

Section 3. Employees that become eligible for short or long term disability during the documented major illness shall be required to use the short term or long term disability provided by the Town. Employees may use Major Illness Leave and/or Sick Leave to supplement the short-term and long term disability.

Section 4. One-half of each employee's Major Illness Leave accrual as of the date of ratification of this agreement shall be converted into Sick Leave.

## ARTICLE 23
## FUNERAL LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

## ARTICLE 24
## JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. Employees shall be entitled to all fees received as a juror.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

## ARTICLE 25
## INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

A. Individual plans (Medical, Dental, Vision and Life Insurance) 100% of the premiums.

B. The Town agrees to continue to maintain the current level of coverage (Medical, Dental and Vision) and the Town's employees payment participation at the current rates as defined in the 2008-2009 schedule of benefits for employee/spouse, employee/child, or employee/family plan.

C. The employee's agree to share equally in any increase in cost of employee/spouse, employee/child, or employee/family for Medical, Dental and Vision Plan as defined in the 2008-2009 schedule of benefits. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the 2008-2009 summary of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

D. The Town agrees to continue to maintain the current level of coverage for short term and long term disability as defined in the 2008-2009 summary of Employee Benefits.

E. The parties agree to reopen negotiations for insurance benefits prior to the second ($2^{nd}$) and third ($3^{rd}$) year of this Agreement.

ARTICLE 26
PAY PLAN

Section 1. Effective October 1, 2008 through September 30, 2009, pay schedules recommended range for bargaining unit employees shall be as follows:

| Job Title | Minimum Salary Level | Maximums Salary Level |
|---|---|---|
| Custodian (Annual)<br>(Hourly) | $20,566.21<br>$ 9.89 | $31,603.16<br>$15.19 |
| Equipment (Annual)<br>Operator I (Hourly) | $22,731.08<br>$10.93 | $34,034.18<br>$16.36 |
| Equipment (Annual)<br>Operator II (Hourly) | $28,143.24<br>$13.53 | $48,620.25<br>$23.38 |
| Equipment (Annual)<br>Operator III (Hourly) | $33,542.50<br>$16.13 | $51,000.77<br>$24.52 |
| Maintenance(Annual)<br>Worker I (Hourly) | $20,566.21<br>$9.89 | $31,603.16<br>$15.19 |
| Maintenance(Annual)<br>Worker II (Hourly) | $22,731.08<br>$10.93 | $34,034.18<br>$16.36 |
| Maintenance Worker III (Annual)<br>(Hourly) | $29,863.64<br>$14.36 | $46,781.28<br>$22.49 |
| Facilities Maintenance (Annual)<br>Worker I (Hourly) | $24,128.96<br>$11.60 | $34,856.64<br>$16.76 |
| Facilities Maintenance (Annual)<br>Worker II (Hourly) | $30,080.04<br>$14.46 | $41,621.58<br>$20.01 |
| Facilities Maintenance (Annual)<br>Worker III (Hourly) | $35,706.53<br>$17.17 | $51,270.66<br>$24.65 |
| Facilities Mechanic I (Annual)<br>(Hourly) | $28,565.22<br>$13.73 | $38,525.76<br>$18.52 |
| Facilities Mechanic II (Annual)<br>(hourly) | $32,676.88<br>$15.71 | $45,405.36<br>$21.83 |

| | | |
|---|---|---|
| Irrigation Technician I (Annual)<br>(Hourly) | $27,375.00<br>$13.16 | $37,723.14<br>$18.14 |
| Irrigation Technician II (Annual)<br>(Hourly) | $31,919.47<br>$15.35 | $41,048.28<br>$19.73 |
| Storm Water Technician I (Annual)<br>(Hourly) | $29,863.64<br>$14.36 | $46,781.28<br>$22.49 |
| Storm Water Technician II (Annual)<br>(Hourly) | $33,542.50<br>$ 16.13 | $51,000.77<br>$24.52 |
| Traffic Maintenance Technician I (Annual)<br>Technician (Hourly) | $27,375.00<br>$13.16 | $36,232.56<br>$17.42 |
| Traffic Maintenance Technician II (Annual)<br>(Hourly) | $30,512.85<br>$14.67 | $40,131.00<br>$19.29 |
| Dock Attendant (Annual)<br>(Hourly) | $20,969.47<br>$10.08 | $31,603.16<br>$15.19 |
| Grounds Maintenance(Annual)<br>Crew Leader(Hourly) | $25,978.37<br>$12.49 | $42,542.72<br>$20.45 |
| Mechanic I(Annual)<br>(Hourly) | $25,384.10<br>$12.20 | $38,896.20<br>$18.70 |
| Mechanic II (Annual)<br>(Hourly) | $30,308.10<br>$14.57 | $47,404.74<br>$22.79 |
| Operations Technician I (Annual)<br>(Hourly) | $29,651.40<br>14.26 | $43,273.13<br>$20.80 |

The parties agree to reopen negotiations for wages prior to the second ($2^{nd}$) and third ($3^{rd}$) year of this Agreement.

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each

year.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, $500, 10 years, $1000, 15 years, $1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan ($500/year 5 -10 years, $1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates ($250 for 5 -10 years; $500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. All employees shall receive a cost of living pay increase on the contract anniversary date on October 1, 2008 in the amount of two point five (2.5%) percent or that which is given to the other Town employees whichever is greater.

Section 6. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

## ARTICLE 27
## ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall receive a benefit equal to the employee's normal salary less Worker's Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook. Such benefits shall not be approved when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave in lieu of the Workers Compensation benefits.

Section 2 . The benefits provided in Section 1 of this article shall be paid for a maximum of ninety (90) calendar days.

## ARTICLE 28
## PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.

The parties agree to reopen negotiations for Pension prior to the second ($2^{nd}$) and third ($3^{rd}$) year of this Agreement.

The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation.

Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).

## ARTICLE 29
## SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not effect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

## ARTICLE 30
## DURATION OF AGREEMENT

This Agreement shall take effect upon ratification by the parties, retroactive to October 1, 2008, and shall remain in full force and effect through the 30th day of September, 2011 and from year to year thereafter, unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this 27th day of April, 2009.

ON BEHALF OF THE

TOWN OF LAKE PARK

TOWN MANAGER

MAYOR

TOWN SEAL ATTEST:

TOWN OF LAKE PARK SEAL FLORIDA

WITNESS

TOWN CLERK

ON BEHALF OF THE UNION

Federation of Public Employees, A Division of the National Federation Of Public and Private Employees (AFL-CIO)

BUSINESS REPRESENTATIVE

DIVISION PRESIDENT

Exhibit "A"

*Federation of Public Employees*

A Division of National Federation of Public and Private Employees (AFL-CIO) An Affiliate of District 1- MEBA (AFL-CIO)

1700 NW nth Avenue, Suite 100-B, Plantation, Florida 33313

Phone.-- (954) 797-7575 Fax: (954) 797-2922

***Application for Membership or***

Notice of New Employment

Employer_____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by Illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate font specific to that benefit:

(Please Print or Type)

Name (print)_____Home Phone: _____

Last_____ First_____ Middle _____ area code number_____

Birth date: _____ Social Security: _____

Job Classification: _____Marital Status:_____ male____ female__

Address:_____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed _____

Closest Living *Relative:*_____ Relationship _____

Beneficiary: _____ Relationship _____

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues In such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue code.

Department/Location:_____ Name (print): _____

Work and/or Pager#: _____ Name (signature) _____

Social Security:_____ Today's Date:_____

**EXHIBIT "B"**

***FEDERATION OF PUBLIC EMPLOYEES***

*A division of the National Federation of Public & Private Emp.* _____ _____ *Affiliated-with--District MEB A. (AFL-CIO) 1700 N. W 66th Avenue -Suite 100 Plantation, Florida 33313.*

Office (954) 797-7575 _____ Fax (954) 797-2922

Employer Name _____ Employer Phone _____ Grievance Date _____

Member's Name_____ Location/Dept_____ Classification _____

Member's Address _____ Phone: _____

Immediate Supervisor's Name _____ Phone: _____

1. Employee's Statement of Grievance:_____

Specify the Article's of the Agreement which is/are violated:_____

3. What is the remedy and/or relief sought? _____

Please allow this to serve as the Federation's formal request pursuant to Florida Statutes *119* and/or 447 as follows:

All documents relied on in imposing discipline

Witness statements

Employee evaluations; discipline

Job descriptions for grievant

All time cards for the last -months

Personnel file (see attached release)

All memoranda/emails, video tapes, cd-roms,

Other floppy disks pertaining to the above-listed:

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance

Date _____ Employee Signature_____

Date_____ Steward's Signature_____

Date_____ Representative's Signature_____

"Exhibit C"

## COMPREHENSIVE ALCOHOL AND DRUG ABUSE POLICY FOR

## THE TOWN OF LAKE PARK MUNICIPAL EMPLOYEES AND PUBLIC WORKERS

## FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO)

Agreement between the Town at Lake Park (the Town) and the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) (The Union) with regard to substance abuse on the job and employee testing for alcohol and drug abuse. The Town and the Union agree as follows:

1. Employees are strictly prohibited from possessing, using or being under the influence of alcohol or illegal drugs while on duty. Illegal drugs means any controlled substance as defined in Chapter 893, Florida Statues, not obtained and used pursuant to a lawful Prescription.

2. Any employee found to be Possessing, using or under the influence of alcohol or illegal drugs while on duty shall be subject to disciplinary action, up to and including dismissal.

3. Whenever two (2) employees (at least one at who is a member at the bargaining unit) and the department head have a reasonable suspicion, based on specific objective facts, that an employee is in possession of, using or under the influence of alcohol or illegal drugs while on duty, the department head may direct the employee to furnish a blood or urine specimen (or both) for testing. The two employees and the department head shall reduce their reasonable suspicion to writing and provide a copy to the Union representative (or alternate) before the employee is directed to furnish a blood or urine sample. In the event the Town cannot locate the union representative or alternate, a copy of the written suspicion documents shall be mailed to the Union via certified-mail, return receipt requested.

4. In testing for the presence of alcohol, the Town shall utilize a generally accepted blood test and/or Breathalyzer procedure, which produce quantitative results showing the amount of alcohol present in the blood.

5. In testing for the presence of illegal drugs, the Town shall use the gas chromatography/mass spectrometry method.

6. The employee shall be notified of the results of alcohol or drug tests as soon as practicable after the Town receives the test results. Notice shall be by telephone or certified mail, return receipt requested. The Town shall furnish notice of test results to the employee within twenty-four (24) hours after the Town receives the test results. The Union president

shall be notified of any positive test results, unless the employee requests that such results not be disclosed. The Town shall maintain the confidentiality of employee drug test results to the extent permitted by law:

7. The Town shall bear the cost of all alcohol and drug tests hereunder.

8. The following policies regarding a Drug Free Workplace are hereby incorporated as a part of this contract:

A. Department of Transportation regulations regarding all CDL Licensed employees, which includes random drug testing, and

B. The Town of Lake Park Drug Free Workplace Summary.